

CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, December 1, 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
	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 through November 19; and
City Council minutes: November 3, 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.

LIQUOR LICENSE AUTHORITY –

7. Century Casino Liquor – Modification of Premise for Century to remove Deli area from current liquor license/New Tavern Liquor License for CC Tollgate Deli, LLC dba Deli Tavern at 102 Main Street / Promotional Association and Common Consumption Area (Bechtel)

ACTION ITEMS: NEW BUSINESS –

8. Ordinance No. 15-10: An ordinance of the City Council of the City of Central amending Article V of Chapter 6 of the Central City Municipal Code regarding Gaming Device Fees. (Miera)
9. Approval of Contract with DOLA for Energy and Mineral Impact Assistance Fund Grant/Contract up to \$100,000 with equal match from City of Central (Rears)

REPORTS –

7. 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 December 15, 2015.

Posted 11/25/15

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.

Check Issue Date	Check Number	Payee	Description	Amount
11/19/2015	130500	3DECALS REFLECTIVE DECALS	Custom Reflective Rockers	28.00
11/19/2015	130501	ACCUTEST MOUNTAIN STATES	Forms;haloacetic acids;hold/cancel;trih	356.00
11/19/2015	130502	AIRGAS USA LLC	Small Equipment Tools	81.20
11/19/2015	130503	AIR-O-PURE PORTABLES	County Shop 11/12-12/10	305.00
11/19/2015	130504	All State Fire Protection, INC	Replace Main Flow Switch	1,029.26
11/19/2015	130505	ALL TRAFFIC DATA	Two Speed Signs	12,400.00
11/19/2015	130506	ALLEN TECHNOLOGY ADVISING	November IT Services	3,420.00
11/19/2015	130507	ASSURANT EMPLOYEE BENEFITS	Employee Benefits for November	1,791.92
11/19/2015	130508	AUSMUS LAW FIRM PC	Prosecution Services for November	600.00
11/19/2015	130509	AV-TECH ELECTRONICS INC.	Twist-lock Strobe bulb	427.99
11/19/2015	130510	BOOKS WEST	Maps & Books for Visitor Center Invent	45.61
11/19/2015	130511	BRODY CHEMICAL COMP INC	Brake Parts	85.74
11/19/2015	130512	CENTRAL CITY OPERA HOUSE ASSN	2015 Festival Sponsorship	25,000.00
11/19/2015	130513	CENTURY LINK	Telephone Services	1,856.01
11/19/2015	130514	CHEMA TOX LABORATORY INC	Blood Alcohol Test	20.00
11/19/2015	130515	CHRISTOPHER DODGE INC.	Replace Faulty Key	2,501.08
11/19/2015	130516	CINTAS Corporation	AED Vlew Lease	198.00
11/19/2015	130517	CIRSA	Claim 5026729	1,649.92
11/19/2015	130518	City of Central, Water Dept	Water Service for 740 Louis Dr	120.00
11/19/2015	130519	CLEAR CREEK SUPPLY CO. INC.	4 HDW Rat Traps	40.34
11/19/2015	130520	CLIFTONLARSONALLEN LLP	Research of 501c3 Foundation	225.00
11/19/2015	130521	Colorado Coach Transportation	Transportation Services for November	25,479.45
11/19/2015	130522	COLORADO CODE CONSULTING	Contract Permit & Plan Review Fee	1,793.84
11/19/2015	130523	Colorado Municipal League	Membership Dues	913.00
11/19/2015	130524	COLORADO STATE TREASURER	Third Quarter State Unemployment Tax	1,025.40
11/19/2015	130525	COLUMBIA SANITARY SERVICE INC.	Pumped Toilets at Park	325.00
11/19/2015	130526	DE LAGE LANDEN	Printer Lease	369.97
11/19/2015	130527	Deere & Ault Consultants, Inc.	Opposition to Water Rights	23,728.05
11/19/2015	130528	DRIVE TRAIN INDUSTRIES	Heavy Equipment Maintenance	564.60
11/19/2015	130529	EMERGENCY REPORTING	Fire Reporting	165.00
11/19/2015	130530	ESCO Construction	Parkway Flood Repairs - FEMA	241,091.60
11/19/2015	130531	Foothills Auto and Truck Parts	2Batteries	1,033.81
11/19/2015	130532	FRONT RANGE FIRE APPARATUS	Akron ELSS-XLAC Scene Star	1,850.00
11/19/2015	130533	GILPIN COUNTY ARTS ASSOCIATION	August Art Sales	949.00
11/19/2015	130534	GILPIN COUNTY HISTORICAL SOC.	Oct Washington Hall Docent	2,325.24
11/19/2015	130535	Grainger	Ring Pin, Detent;Channel Spring Nut	59.88
11/19/2015	130536	Griffin & Associates	Website Consultation	922.50
11/19/2015	130537	GRIFFITH INC	Consulting Services	1,350.00
11/19/2015	130538	INTEGRA TELECOM	Telephone Svcs for City Hall	783.29
11/19/2015	130539	JEWELRY BY MARKS LLC	Ornaments for Visitor Center Inventory	58.44
11/19/2015	130540	L.N. CURTIS & SONS	Engine Kit	3,168.64
11/19/2015	130541	LANDMARK COMMUNITY NEWSPAPERS	Job Posting for Public Works	726.20
11/19/2015	130542	LIBERTY NATIONAL	Life Insurance	274.18
11/19/2015	130543	MARTIN MARIETTA MATERIALS	Maintenance of Parkway	263.95
11/19/2015	130544	MODULAR SPACE CORPORATION	Rental Prop & Steps	136.60
11/19/2015	130545	NEVE'S UNIFORMS INC.	Tie Clip on Navy	119.00
11/19/2015	130546	O.J. WATSON COMPANY INC.	Relay, HD Motor Reversing	88.29
11/19/2015	130547	OFFICE STUFF, INC.	Clothing	1,430.65
11/19/2015	130548	ONE WAY INC	Refuse Collection for Citizens	5,000.00
11/19/2015	130549	PRO COM	Random Blake; Pre-emp Hoover	78.00
11/19/2015	130550	PROSPECTORS RUN HOA	HOA Dues	165.00
11/19/2015	130551	REX OIL COMPANY	Gas, Premium 499 Gal; Diesel 425 Gal	2,986.24
11/19/2015	130552	SCHWAAB, INC.	ExcelMark Dater	89.24
11/19/2015	130553	SPRINT	Lond Distance Charges	26.54
11/19/2015	130554	T AND D CAR WASH	Car Washes	75.02
11/19/2015	130555	TACTRON	Engraved Name Tags	92.64
11/19/2015	130556	USA COMMUNICATIONS	Internet Svcs for Fire Dept.	560.94
11/19/2015	130557	VERIZON WIRELESS	Cellular Service Sep29-Oct28	2,245.67

Check Issue Date	Check Number	Payee	Description	Amount
11/19/2015	130558	WASTE MANAGEMENT OF DENVER	Refuse Collection	1,452.78
11/19/2015	130559	WEAR PARTS & EQUIPMENT CO.	Plow Blades	156.54
11/19/2015	130560	WEEKLY REGISTER CALL	Legal Notices	111.76
11/19/2015	130561	WESTERN PAPER DISTRIBUTORS	Paper Towels and Toilet Paper	163.27
11/19/2015	130562	XCEL ENERGY	Electricity for Street Lights 1	5,527.45
11/19/2015	130563	YESCO	Maintenance Agreement	95.00
Grand Totals:				<u>382,002.74</u>

**CITY OF CENTRAL
CITY COUNCIL MEETING
November 3, 2015**

CALL TO ORDER

A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:07 p.m., in City Hall on November 3, 2015.

ROLL CALL

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

Absent: None

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

The Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA

The agenda was approved as presented.

CONFLICTS OF INTEREST

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

CONSENT AGENDA

Alderman Voorhies moved to approve the consent agenda containing the regular bill lists through October 29; and the City Council minutes for the meeting on October 6, 2015. Alderman Laratta seconded. In discussion, Alderman Voorhies asked if we had received reimbursement for the fuel incident. City Manager Miera stated the City has received the full amount due for the loss totaling \$16,000. When Mayor Engels called the question, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION

No one requested time to address the Council.

LIQUOR LICENSE AUTHORITY

Mayor *pro tem* Heider moved to open the Local License Authority. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Permanent Modification of Premise for Reserve Casino Hotel – to add doorway to patio on Level 2 and expand liquor storage area on Parking Level 1

City Clerk Bechtel explained that this is the first step for the Reserve Casino Hotel to make the changes necessary without affecting current business operations while they apply for a second liquor license and a Common Consumption Area to allow for extended liquor serving hours.

Kevin Coates, Attorney for Reserve Casino Hotel, added that this first process will allow construction to begin to add a doorway to the patio on Level 2 and expand the liquor storage area on Parking Level 1.

Mayor *pro tem* Heider moved to approve a Permanent Modification of Premise for Reserve Casino Hotel to add a doorway to the patio on Level 2 and expand liquor storage area on Parking Level 1. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Alderman Voorhies moved to close the Local License Authority. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

SECOND READING AND PUBLIC HEARING

Ordinance No. 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.

Attorney McAskin explained that this is second reading for Ordinance No. 15-07 which proposes a new sign code for the City which incorporates regulations which 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).

Mayor Engels opened the public hearing at 7:25 p.m. and invited comment. Harv Malstair, 335 Grady Rd and member of the Sign Code Steering Committee wanted to confirm that the code still has a set back from the windows. Mayor Engels closed the public hearing at 7:28 p.m.

Todd Messenger, special counsel for the sign code revisions, reviewed some additional changes that will be clarified in the final draft.

1. Prohibit Roof Signs. (added Sec. 14-3-20(b)(7))
2. Address window transparency above 8 ft. in height so that the 86% transparency standard in the current code applies above 8 ft. above ground level. (modified Table 14-4-20(c))

Mayor *pro tem* Heider questioned the sign at the Methodist Church if it would be allowed under the new code. Attorney Messenger explained that it would be nonconforming and be allowed to stay but a new sign like it would not be allowed under the proposed code.

Mayor *pro tem* Heider asked about code enforcement. City Manager Miera stated that the Community Development Department will manage code enforcement with a friendly, professional approach with education as the goal.

Alderman Voorhies moved to approve Ordinance No. 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 with amendments to prohibit roof signs and address window transparency. Mayor *pro tem* Heider seconded, and without discussion, the motion carried unanimously.

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.

Attorney McAskin reviewed Ordinance No. 15-08 which 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. The initial draft of the Rebate Agreement is still in negotiations. The rebate will only be for the Device Fee and not the Transportation Fee.

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.

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.

Mayor Engels opened the public hearing at 7:32 p.m. and invited comment. Hearing no comment, Mayor Engels closed the public hearing at 7:33 p.m.

Mayor *pro tem* Heider thanked City Manager Miera for his work as it is exciting progress for the City.

Alderman Laratta moved to adopt 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. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

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.

Attorney McAskin reviewed Ordinance No. 15-09 which 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"). 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. In the short term, the City anticipates operating the lot as a public parking lot.

City Manager Miera added that we have a 45 day inspection period so it is scheduled to close in mid December.

Mayor Engels opened the public hearing at 7:35 p.m. and invited comment. Hearing no comment, Mayor Engels closed the public hearing at 7:36 p.m.

Alderman Laratta moved to adopt 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. Alderman Voorhies seconded, and without discussion, the motion carried unanimously. The audience gave a round of applause.

ACTION ITEMS: NEW BUSINESS

Appointment to I-70 Coalition & Appointment to Gilpin Ambulance Authority

Mayor *pro tem* Heider moved to appoint Alderman Voorhies to attend the I-70 Coalition meeting and Mayor *pro tem* Heider the Gilpin Ambulance Authority. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Main Street String Lighting Program

City Manager Miera requested direction from Council to have the lighting on Main Street continue and have staff work on an expansion plan for Lawrence and Eureka. Council consensus was that the lighting has been a positive program. Alderman Voorhies moved to continue the string light program on Main Street and have staff look at options to expand the program. Mayor *pro tem* Heider seconded, and without discussion, the motion carried unanimously.

Resolution No. 15-20: A resolution of the City Council of the City of Central, Colorado accepting a private monetary donation from Amos B. Clark Jr. on behalf of a family wishing to contribute to Historic Preservation in Central City and deciding on the allocation of those funds.

City Manger Miera explained that the proposed resolution recognizes a monetary donation from Mr. Amos Clark (representing several family members) in the amount of \$10,000. The funds are intended for historic preservation work in Central City, and this resolution seeks to expressly allocate said funds to Belvidere Theater improvements.

Amos B. Clark, on behalf of he and his late wife Patty Clark (she passed away on June 27, 2015) and their family members, made a donation of \$10,000 to support historic preservation work in Central City. Mr. Clark noted that Central City was a special part of their lives, and it was Mrs. Clark's wish to give back and support the part of the community she enjoyed most (its historic character). As described in the letter from Mr. Clark (attached), the donation comes from:

- The Laird Family – G.M. Laird and Rae Laird, publishers of the Weekly Register-Call for ninety two (92) years.
- The Ress Family of Russell Gulch – Arthur Ress (father of Patty Clark) was born in Russell Gulch, and James Demoulin – son of Patty Clark (of the Ress Family).
- The Clark Family – Amos Clark, grandson of G.M. Laird, and Patty Clark, daughter of Arthur Ress.

Although the funds were not conditioned for use on any specific historic preservation project (Mr. Clark simply requested that the funds be “put to good use”), the Belvidere Theater project was briefly described and discussed with Mr. Clark, and he consented to the funds being used for that purpose. As such, the Resolution resolves to allocate the funds to the Belvidere Theater project.

Mayor *pro tem* Heider moved to approve Resolution No. 15-20: A resolution of the City Council of the City of Central, Colorado accepting a private monetary donation from Amos B. Clark Jr. on behalf of a family wishing to contribute to Historic Preservation in Central City and deciding on the allocation of those funds. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Resolution No. 15-21: *A resolution of the City Council of the City of Central calling for a Special Mail Ballot Election to be held on Tuesday, February 2, 2016, to elect a successor Councilperson to serve the remaining unexpired term of the council seat vacated by Councilperson Gaines.*

City Clerk Bechtel explained that the proposed resolution sets the date and terms to hold a Special Mail Ballot election due to the resignation of Alderman Gaines which was effective October 19, 2015. The petition period will be from 11/4 – 11/23. The cost for the election is estimated at \$1,500 to \$2,000.

Alderman Laratta moved to approve Resolution No. 15-21: A resolution of the City Council of the City of Central calling for a Special Mail Ballot Election to be held on Tuesday, February 2, 2016, to elect a successor Councilperson to serve the remaining unexpired term of the council seat vacated by Councilperson Gaines. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

STAFF UPDATES

Alderman Voorhies welcomed back Police Chief Krelle and asked about the FEMA project on the parkway. Public Works Director Hoover stated that the project will be complete once the striping and rumble strips are put in with some additional warranty work to be completed in the spring.

COUNCIL COMMENTS

Alderman Laratta stated that there has been enormous progress in the City 2015 which is attributed to City Manager Miera. City Manager Miera noted that the progress is a team effort with staff and support from Council.

Mayor Engels added that the adoption of the new sign code, the purchase of the Big T Lot and the city beautification deserves a big thank you to all staff involved.

PUBLICFORUM/AUDIENCEPARTICIPATION

Jeff Nelson, property owner, listed problems in the Spring Street neighborhood.

Shannon Keel, GM for Reserve Casino Hotel, reported that she has resigned her position and thanked the City for work that has been accomplished in the last year. Mayor Engels thanked for her participation and wished her the best of luck.

EXECUTIVE SESSION

At 8:08 p.m., Mayor *pro tem* Heider moved to adjourn pursuant to C.R.S. Section 24-6-402(4)(b)(e) and (f) concerning negotiations related to an Employment Agreement for which the employee has

consented and to receive legal advice related to the Employment Agreement. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

The next Council meeting is scheduled for November 17, 2015 at 7:00 p.m.

Ronald E. Engels, Mayor

Reba Bechtel, City Clerk



AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

FROM: Reba Bechtel, City Clerk

DATE: December 1, 2015

ITEM: Century Casino Liquor – Modification of Premise for Century to remove Deli area from current liquor license/New Tavern Liquor License for CC Tollgate Deli, LLC dba Deli Tavern at 102 Main Street / Promotional Association and Common Consumption Area (Bechtel)

NEXT STEP: Council Motion

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** Staff is requesting Council approval for Modification of Premise/ New Tavern Liquor License/Promotional Association and Common Consumption Area Permit for CC Tollgate Deli, LLC dba Deli Tavern at 102 Main Street
- II. **RECOMMENDED ACTION / NEXT STEP:** This is a 3 step approval with the Permanent Modification of Premise to remove the Deli Area from the current liquor license, second to approve the new Tavern Liquor License and third to approve a Promotional Association\Common Consumption. This matter is before the Local Liquor Licensing Authority for a Public Hearing regarding the application for a **new** Tavern Liquor License for CC Tollgate Deli, LLC dba Deli Tavern at 102 Main Street, Central City. Based on testimony and evidence presented in support of, or in opposition to this application, the Local Liquor Licensing Authority may take into consideration the following factors as more fully explained in the “Criteria for Approval” section:
1. The character of the Applicant;
 2. The reasonable requirements of the neighborhood and the desires of the adult inhabitants of this neighborhood are met; and
 3. The sufficiency of the number, type, and availability of other alcoholic beverage outlets located within the boundaries of the neighborhood of the proposed establishment.

III. FISCAL IMPACTS: This item does not directly affect the City's current budget. However, approval of these applications would allow additional sales tax to be collected by the licensee for serving liquor if they choose after 2:00 a.m. In addition, liquor license, business license and sales tax license renewal fees would be collected annually.

IV. BACKGROUND INFORMATION:

In July, 2015, Council adopted Ordinance No. 15-06 which amended Article 6 of Chapter 6 of the Central Municipal Code concerning entertainment districts and the hours of operation of a common consumption area. This stems from C.R.S. § 12-47-301(11)(f), which states a local licensing authority may set hours during which a common consumption area and attached licensed premises may serve alcohol. The Liquor Enforcement Division of the Colorado Department of Revenue, in consultation with the Colorado Attorney General's Office, issued Bulletin 14-01 dated October 1, 2014, which bulletin concludes that a local licensing authority has the authority to set hours of operation outside of the 2:00 a.m. to 7:00 a.m. restriction set forth in C.R.S. § 12-47-901(5)(b).

Ordinance No. 15-06 removed the current 10:00 p.m. limitation on hours of operation of a common consumption area and now allows a promotional association to request extended hours of operation between 2:00 a.m. and 7:00 a.m. as part of its application for designation as a common consumption area.

On October 30, 2015, Dill & Dill attorneys, on behalf of CC Tollgate Deli, LLC dba Deli Tavern filed an application for a new Tavern Liquor License for 102 Main Street with the Permanent Modification of Premise and the Promotional Association/Common Consumption Area Application.

Subsequently, a Notice of Public Hearing was published in the *Weekly Register Call* on November 19, 2015 and a sign was posted at the location of 102 Main Street on November 20, 2015, both not less than ten (10) days prior to this hearing.

CONCURRENT REVIEW (Regulation 47-324, CCR): In order to expedite this matter, the Applicant has requested a *Concurrent Review* by the State Liquor Enforcement Division (that department reviews the application at the same time as the local authority). The Applicant has paid the additional \$100 fee required by statute for that process. Copies of all documents and the appropriate fees were mailed to the Liquor Enforcement Division on Friday, November 6, 2015.

V. LEGAL ISSUES: CRITERIA FOR GRANTING A NEW LICENSE.

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

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

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

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

1. Police Department: completed a background investigation through CCIC, the City of Central and the Gilpin County Sheriff's Department on the applicants listed. Therefore, the Police Department recommendation is for approval of the application for a new Tavern liquor license.
2. Building Department: No building permits issued at this time.
3. Regarding the needs and desires of the neighborhood, the Authority will need to consider the evidence and testimony presented during the hearing.

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

Needs: Listed below by class of license, name, and address are 12 other liquor-licensed establishments within the previously established neighborhood boundaries:

NAME OF BUSINESS	LOCATION	CLASS OF LICENSE
Annie's Liquor	135 Nevada Street	Retail Liquor Store
G. F. Gaming Corp d/b/a The Famous Bonanza	107 Main Street	Retail Gaming Tavern
G. F. Gaming Corp d/b/a Easy Street Casino	121 Main Street	Retail Gaming Tavern
Charles Odiorne Gaming LLC dba Blu & Charlies	118 Main Street	Tavern
Central City Opera House Assoc. d/b/a Teller House	120 Eureka Street	Tavern
Dostal Alley, Inc.	1 Dostal Alley	Brew Pub
Elks Lodge	113 Main St. 2nd floor	Club
CC Tollgate LLC d/b/a Century Casino	102 Main Street	Hotel and Restaurant
RCH Colorado LLC d/b/a Reserve Casino Hotel	321 Gregory Street	Hotel and Restaurant
The Central City Group, LLC d/b/a Central City Social Club	112 Lawrence Street	Hotel and Restaurant
CC Gaming LLC d/b/a Johnny Z's Casino	132 Lawrence Street	Hotel and Restaurant

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None

VII. SUMMARY AND ALTERNATIVES: OPTIONS FOR LLA'S CONSIDERATION:

Members of the Liquor Licensing Authority may consider either of the following actions:

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

ATTACHMENTS:

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

Concurrent Review w/Modification of Premise

Concurrent Review w/Modification of Premise

DR 8404 (04/27/15)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Liquor Retail License Application

New License **New-Concurrent** Transfer of Ownership

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor
- Local License Fee \$ _____

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

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
 CC Tollgate Deli, LLC FEIN Number Pending

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
 Deli Tavern Pending 303-582-5050

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
 102 Main Street, Suite A

City	County	State	ZIP Code
Central City	Gilpin	CO	80427

4. Mailing Address (Number and Street) City or Town State ZIP Code
 PO Box 307 Central City CO 80427

5. Email Address
 mickey.rosenbaum@cnty.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
None			

Section A	Nonrefundable Application Fees	Section B (Cont.)	Liquor License Fees
<input type="checkbox"/> Application Fee for New License.....	\$ 600.00	<input type="checkbox"/> Liquor Licensed Drugstore (City).....	\$227.50
<input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review	\$ 700.00	<input type="checkbox"/> Liquor Licensed Drugstore (County)	\$312.50
<input type="checkbox"/> Application Fee for Transfer.....	\$ 600.00	<input type="checkbox"/> Manager Registration - H & R	\$ 75.00
Section B		<input checked="" type="checkbox"/> Manager Registration - Tavern	\$ 75.00
Liquor License Fees		<input type="checkbox"/> Master File Location Fee	\$ 25.00 X _____ Total _____
<input type="checkbox"/> Add Optional Premises to H & R.....	\$100.00 X _____ Total _____	<input type="checkbox"/> Master File Background	\$250.00 X _____ Total _____
<input type="checkbox"/> Add Related Facility to Resort Complex.....	\$ 75.00 X _____ Total _____	<input type="checkbox"/> Optional Premises License (City).....	\$500.00
<input type="checkbox"/> Arts License (City)	\$308.75	<input type="checkbox"/> Optional Premises License (County)	\$500.00
<input type="checkbox"/> Arts License (County)	\$308.75	<input type="checkbox"/> Racetrack License (City).....	\$500.00
<input type="checkbox"/> Beer and Wine License (City).....	\$351.25	<input type="checkbox"/> Racetrack License (County).....	\$500.00
<input type="checkbox"/> Beer and Wine License (County).....	\$436.25	<input type="checkbox"/> Resort Complex License (City).....	\$500.00
<input type="checkbox"/> Brew Pub License (City)	\$750.00	<input type="checkbox"/> Resort Complex License (County).....	\$500.00
<input type="checkbox"/> Brew Pub License (County).....	\$750.00	<input type="checkbox"/> Retail Gaming Tavern License (City)	\$500.00
<input type="checkbox"/> Club License (City).....	\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (County).....	\$500.00
<input type="checkbox"/> Club License (County)	\$308.75	<input type="checkbox"/> Retail Liquor Store License (City).....	\$227.50
<input type="checkbox"/> Distillery Pub License (City).....	\$750.00	<input type="checkbox"/> Retail Liquor Store License (County)	\$312.50
<input type="checkbox"/> Distillery Pub License (County)	\$750.00	<input checked="" type="checkbox"/> Tavern License (City)	\$500.00
<input type="checkbox"/> Hotel and Restaurant License (City)	\$500.00	<input type="checkbox"/> Tavern License (County).....	\$500.00
<input type="checkbox"/> Hotel and Restaurant License (County)	\$500.00	<input type="checkbox"/> Vintners Restaurant License (City)	\$750.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)	\$600.00	<input type="checkbox"/> Vintners Restaurant License (County).....	\$750.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises(County).....	\$600.00		

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			\$

102/106
11/6/15

Application Documents Checklist and Worksheet

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

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <i>Pending</i> <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the Applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other Agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents <input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor / husband and wife partnership <input type="checkbox"/> A. Form DR4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input checked="" type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input checked="" type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for hotel and restaurant, tavern licenses when included with this application <input checked="" type="checkbox"/> A. \$75.00 fee <input checked="" type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If you answered yes to 8a, b or c, explain in detail on a separate sheet. Colorado Only				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Waiver by local ordinance? Other: _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee. Colorado Only. See Attached		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord CC Tollgate LLC	Tenant CC Tollgate Deli, LLC	Expires 2020		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
13. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.				
Last Name None	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)				
15. Liquor Licensed Drug Store applicants, answer the following: (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? If "yes" a copy of license must be attached.		N/A	<input type="checkbox"/>	<input type="checkbox"/>
16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation		N/A	<input type="checkbox"/>	<input type="checkbox"/>
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/>	<input type="checkbox"/>	
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/>	<input type="checkbox"/>	
(c) How long has the club been incorporated?				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/>	<input type="checkbox"/>	
17. Brew-Pub License or Vintner Restaurant Applicants answer the following: (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		N/A	<input type="checkbox"/>	<input type="checkbox"/>
18a. For all on-premises applicants. (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-1)				
Last Name of Manager Rosenbaum	First Name of Manager Michael	Date of Birth 4/16/51		
18b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Name CC Tollgate LLC	Type of License Hotel and Restaurant	Account Number		
19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
CC Tollgate LLC	102 Main Street, Central City, CO 80427	N/A	Sole Member	100
Michael Rosenbaum	7700 W Grant Ranch Blvd #6C Littleton, CO 80123	4/16/51	Manager	0
Name	Home Address, City & State	DOB	Position	% Owned
Name See attached for ownership description and organizational chart		DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned

** If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20
 ** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

Oath Of Applicant

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

Authorized Signature 	Printed Name and Title Michael Rosenbaum, Manager	Date 10/30/15
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority October 30, 2015	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.) December 1, 2015
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The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

(Check One)

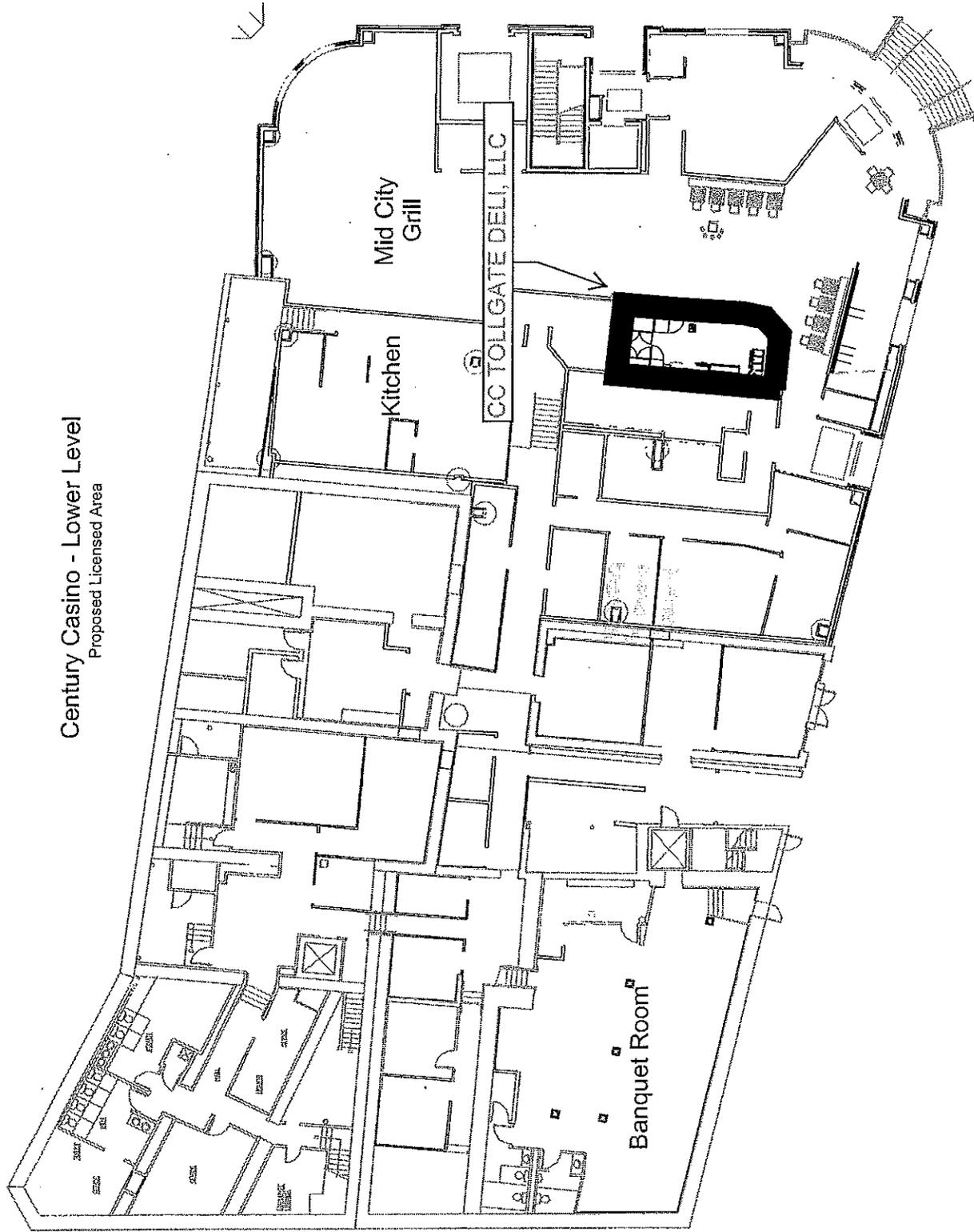
- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

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

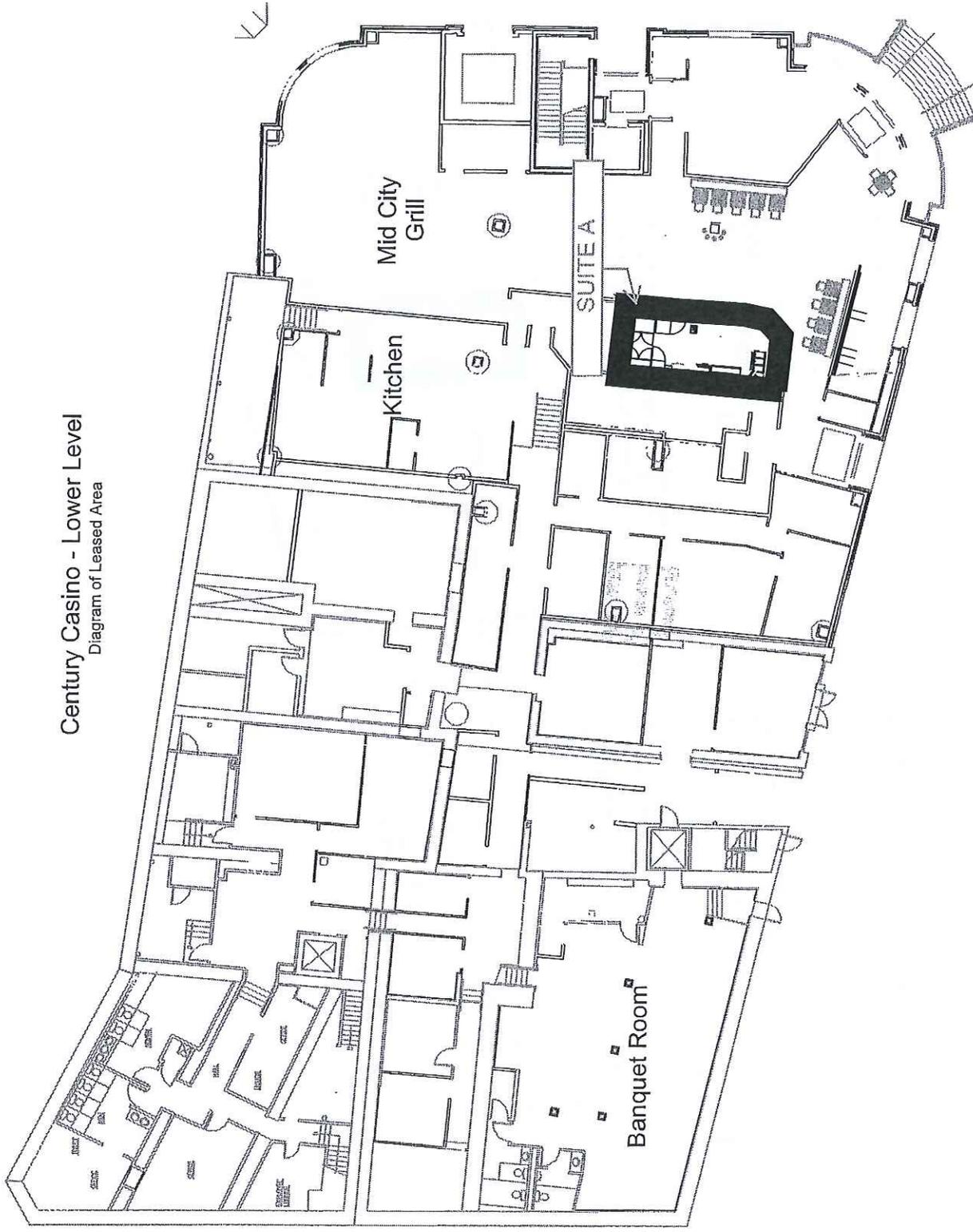
Therefore, this application is approved.

Local Licensing Authority for		Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date	
Signature (attest)	Print	Title	Date	

Century Casino - Lower Level
Proposed Licensed Area



Century Casino - Lower Level
Diagram of Leased Area



ATTACHMENT A: OTHER INTERESTS

Century Casinos, Inc and Mickey Rosenbaum currently have interests in the following liquor licenses:

1. WMCK Venture Corp dba Century Casinos Cripple Creek, 200-220 E Bennett Ave., Central City, CO. 80427
2. CC Tollgate LLC dba Century Casino, 102 Main Street, Central City, CO. 80427

Mickey Rosenbaum previously had interest in Felix and Oscars, Aurora, CO from 1979 – 1981 .

**OWNERSHIP CHART
CC TOLLGATE DELI, LLC
DBA DELI TAVERN**

CC TOLLGATE DELI, LLC – Applicant

Manager - Michael Rosenbaum
Owner 100% - CC Tollgate LLC

CC TOLLGATE LLC

Manager - Century Casinos Tollgate, Inc.
Owner 100% - Century Casino Tollgate, Inc.

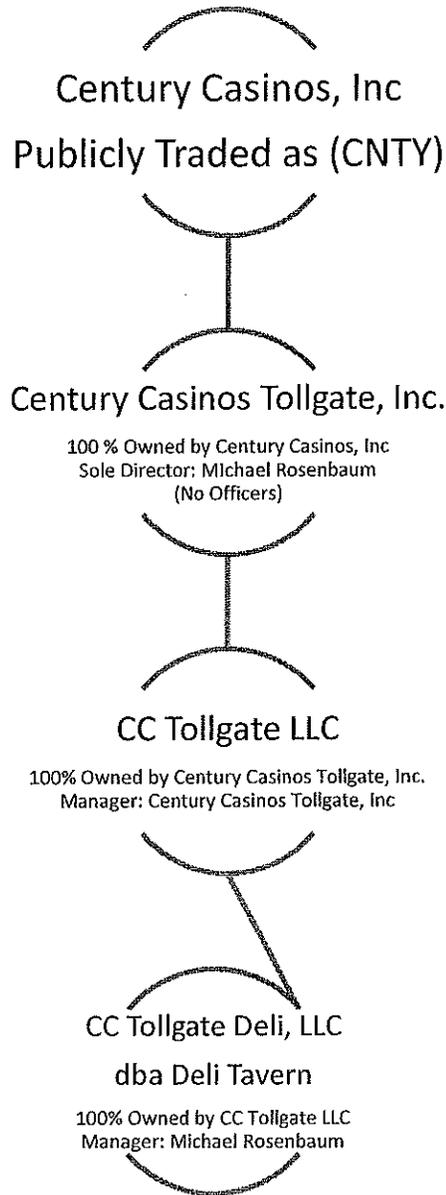
CENTURY CASINOS TOLLGATE, Inc.

Director: Michael Rosenbaum
Officers: None
Owner 100% - Century Casinos, Inc.

CENTURY CASINOS, Inc.

Publicly Traded as "CNTY"

Corporate Organization Chart



DR 8404-I (03/13/15)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Individual History Record

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

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)				
1. Name of Business CC Tollgate Deli, LLC		Home Phone Number 303 877-0835	Cellular Number 303 877-0835	
2. Your Full Name (last, first, middle) Rosenbaum, Michael Jay		3. List any other names you have used Mickey Rosenbaum		
4. Mailing address (if different from residence) 7700 W Grant Ranch Blvd #6C Littleton CO 80123		Email Address mickeyrosenbaum@msn.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number	City, State, Zip	From	To	
7700 W Grant Ranch Blvd #6C	Littleton, CO 80123	11/2011		
6590 W Alamo Drive 1860 Denver West Drive #2011	Littleton, CO 80123 Golden, CO 80401	05/2010 10/2009	11/2011	05/2010
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
CC Tollgate LLC	102 Main St Central City, CO 80427	Director	03/2006	Current
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
See Attachment				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

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

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

Personal and Financial Information

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

13a. Date of Birth _____ b. Social Security Number _____ c. Place of Birth _____ d. U.S. Citizen Yes No

e. If Naturalized, state where _____ f. When _____ g. Name of District Court _____
 N/A N/A N/A

h. Naturalization Certificate Number _____ i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____ k. Permanent Residence Card Number _____
 N/A N/A N/A N/A

l. Height _____ m. Weight _____ n. Hair Color _____ o. Eye Color _____ p. Gender _____ q. Race _____ r. Do you have a current Driver's License/ID? If so, give number and state.
 5'7" 170 lbs White Blue Male Caucasian Yes No # _____ State CO

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
 \$ 7,000.00 (Licensing Fees and Costs)

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ None

* If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
None			

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

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash	None	Checking	Wells Fargo	\$7,000.00

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
None				

Oath of Applicant

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

Authorized Signature  Print Signature Michael Jay Rosenbaum Title Manager Date 10/30/13

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Century Casinos, Inc and Mickey Rosenbaum currently have interests in the following liquor licenses:

1. WMCK Venture Corp dba Century Casinos Cripple Creek, 200-220 E Bennett Ave., Central City, CO. 80427
2. CC Tollgate LLC dba Century Casino, 102 Main Street, Central City, CO. 80427

Mickey Rosenbaum previously had interest in Felix and Oscars, Aurora, CO from 1979 – 1981 .

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CC Tollgate Deli, LLC

is a

Limited Liability Company

formed or registered on 10/28/2015 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151699190 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/28/2015 that have been posted, and by documents delivered to this office electronically through 10/29/2015 @ 17:34:25 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/29/2015 @ 17:34:25 in accordance with applicable law. This certificate is assigned Confirmation Number 9354069 .



Handwritten signature of Wayne W. Williams in cursive script.

Secretary of State of the State of Colorado

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

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



Colorado Secretary of State
 Date and Time: 10/28/2015 11:37 AM
 ID Number: 20151699190
 Document number: 20151699190
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

CC Tollgate Deli, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "l.l.c.", "llc", or "Ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

102 Main Street

(Street number and name)

Suite A

Central City

(City)

CO

(State)

80427

(ZIP/Postal Code)

United States

(Province – if applicable)

(Country)

Mailing address

(leave blank if same as street address)

PO Box 307

(Street number and name or Post Office Box information)

Central City

(City)

CO

(State)

80427

(ZIP/Postal Code)

United States

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Rosenbaum

(Last)

Michael

(First)

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

102 Main Street

(Street number and name)

Central City

(City)

CO

(State)

80427

(ZIP Code)

Mailing address

(leave blank if same as street address)

PO Box 307

(Street number and name or Post Office Box information)

Central City CO 80427
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Rosenbaum Michael
(Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address 102 Main Street
(Street number and name or Post Office Box information)

Central City CO 80427
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Rosenbaum	Michael		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
102 Main Street			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
Central City	CO	80427	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
United States			
<i>(Province – if applicable)</i>	<i>(Country)</i>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Wayne W. Williams , as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

Deli Tavern

(Entity ID # 20151701585)

was filed in this office on 10/29/2015 with an effective date of 10/29/2015 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/28/2015 that have been posted, and by documents delivered to this office electronically through 10/29/2015 @ 18:07:37 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/29/2015 @ 18:07:37 in accordance with applicable law. This certificate is assigned Confirmation Number 9354091 .



A handwritten signature in cursive script, reading "Wayne W. Williams".

Secretary of State of the State of Colorado

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

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

**OPERATING AGREEMENT
OF
CC TOLLGATE DELI, LLC**

THIS OPERATING AGREEMENT (this "Agreement") of CC TOLLGATE DELI, LLC, a Colorado limited liability company (the "Company"), is made effective as of October 28, 2015, by and between the Company and CC Tollgate LLC (the "Member").

**ARTICLE I.
FORMATION**

The Company is organized pursuant to the provisions of the Limited Liability Company Laws of the State of Colorado and pursuant to the Articles of Organization filed with the Secretary of State on October 28, 2015.

**ARTICLE II.
PURPOSES AND POWERS**

2.1 Purposes. The purposes of the Company are to engage in restaurant/tavern and liquor licensed activities, and to pursue any other lawful purpose for which a limited liability company may be organized under Colorado law.

2.2 Powers. The Company shall have all of the powers of a limited liability company set forth in the Colorado Limited Liability Company Act, as amended (the "Act").

2.3 Duration. The Company shall continue until it is dissolved, liquidated and terminated pursuant to Article IX.

**ARTICLE III.
OFFICES**

3.1 Principal Office. The principal office of the Company shall be at 102 Main Street, Suite A, Central City, Colorado 80427 but the Manager in its discretion, may cause the Company to keep and maintain offices wherever the business of the Company may require.

3.2 Registered Agent and Office. The Company shall continuously maintain in the State of Colorado a registered office and a registered agent whose business office is identical with the registered office. The registered office is at 102 Main Street, Suite A, Central City, Colorado 80427, and the registered agent at that address is Mickey Rosenbaum, both as specified in the Articles of Organization. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Colorado Secretary of State.

**ARTICLE IV.
MEMBER**

4.1 Sole Member. CC Tollgate LLC is the only Member of the Company.

4.2 Capital Contributions. The original capital contributions of the Member shall be maintained in a separate capital account to be kept by the Company. The Member may contribute additional cash or other assets to the Company as the Member and the Company may agree. Any additional capital contributions shall be recorded in the Company's records. No person shall have the right to enforce any obligation of the Member to contribute capital to the Company.

4.3 Limited Liability of Member. As provided in the Act, the Member (or any Manager) shall not be obligated personally under a judgment, decree or order of court, or in any other manner, for a debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a member of the Company.

4.4 Meetings of Member. Meetings of the Member may be held at such place, either within or without the State of Colorado, as may be determined by the Manager or the Member. There need not be annual meetings.

4.5 Action of Member Without a Meeting. Action required or permitted to be taken at a Member meeting may be taken without a meeting if the action is evidenced by a written consent describing the action taken, signed by the Member. Action so taken shall be effective as of the date of the signature of the Member thereon unless the consent specifies a different effective date in which case the action shall be effective as of the different effective date.

4.6 Transferability of Interest. The Member's interest in the Company is transferable either voluntarily or by operation of law, provided such transfer is accomplished in accordance with federal and applicable state securities laws. The Member may dispose of all or a portion of the Member's interest.

(a) Notwithstanding any provision of the Act to the contrary, upon any disposition of all (but not less than all) of the Member's interest, the transferee(s) shall be admitted as a Member upon completion of the transfer without further action. By accepting such transfer, the transferee(s) shall be deemed to have accepted the provisions of this Agreement. Upon the transfer of the Member's entire interest (other than a transfer by way of pledge or security interest) the Member shall cease to be a Member and shall have no further rights or obligations under this Agreement.

(b) Upon the transfer of less than all of the Member's interest, the transferee(s) may be admitted as a new Member only with the approval of the Manager. A new

Member shall be required to consent in writing to the provisions of this Agreement, as modified to reflect the admission of the new Member.

ARTICLE V. TAX MATTERS

Pursuant to the regulations under § 7701 of the Internal Revenue Code of 1986, as amended, but only for the purposes of U.S. federal income and all applicable state and local income tax purposes, the Company shall be disregarded as an entity separate from the Member, such that the income, gain, loss or deduction of the Company shall be taxable to the Member.

ARTICLE VI. MANAGEMENT

6.1 Management by Manager. The management of the business and affairs of the Company shall be vested in one or more Managers. The Manager of the Company is Mickey Rosenbaum. Any action required or permitted to be taken by the Manager(s) may be taken by a single Manager, and all references herein to “the Manager” shall refer to any Manager. The Manager does not have to be a Member.

6.2 Duties. The Manager shall carry out his, her or its duties in good faith, in a manner he, she or it believes to be in the best interests of the Company, and with such care as an ordinary prudent person in a like position would use under similar circumstances. The Manager who so performs his, her or its duties shall not have any liability by reason of being or having been a Manager.

6.3 Term. The Manager shall hold office until his, her or its successor has been elected and qualified. Any vacancies occurring in the office of the Manager and any position to be filled by an increase in the number of Managers shall be filled by a majority of the Managers then in office or by the Member. The Manager may be removed at any time, with or without cause, by the Member.

6.4 Transactions Between Company and Manager. The Manager may cause the Company to contract and deal with a Manager(s), or any person or entity affiliated with a Manager(s), provided such contracts and dealings are on terms comparable to and competitive with those available to the Company from arm’s length parties or are approved by the Member in writing.

6.5 Management Fees and Reimbursements. The Manager shall not be entitled to any fee or salary for managing the operations of the Company unless approved by the Member. The Manager shall be reimbursed by the Company for any reasonable out-of-pocket expenses incurred on behalf of the Company.

6.6 Exculpation. Any act or failure to act, if done in good faith to promote the best interests of the Company, shall not subject the Manager to any liability. The Company shall indemnify the Manager for all costs, losses, liabilities and damages paid by the Manager in connection with the Company's business, to the fullest extent provided or allowed by Colorado law, but only out of and to the extent of the assets of the Company. In no event shall the Company or the Member be liable to a third party as a result of any indemnification.

6.7 Elimination of Fiduciary Duties. The Manager shall have no fiduciary duties to the Company or to the Member other than the contractual obligation of good faith and fair dealing. The Manager may compete with the business of the Company and is not required to refrain from dealing with the Company in the conduct or winding up of the Company's business as or on behalf of a party having an interest adverse to the Company.

6.8 Officers. The Manager, or if none, the Member, may appoint such officers as are appropriate or necessary. Officers so appointed shall have the authority delegated to them by the person appointing such person as an officer.

ARTICLE VII. DISTRIBUTIONS

The Manager may, from time to time, cause the Company to make distributions to the Member in amounts that the Manager determines are not needed and are not reasonably expected to be needed for normal operating expenses of the Company, for payment of Company obligations, or for establishing reasonable reserves for such expenses and obligations.

ARTICLE VIII. ADMINISTRATION

8.1 Books and Records. The Manager shall keep or cause to be kept (a) true and complete information regarding the status of the business and financial condition of the Company, including written resolutions and minutes, if any; (b) a copy of this Agreement and the Articles of Organization and all amendments thereto; (c) copies of the Company's tax returns and reports, if any; (d) a current list of the name and last-known business, residence, or mailing address of each Member and Manager; (e) true and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member and that each Member has agreed to contribute in the future, and the date on which each became a Member; and (f) any other information regarding the affairs of the Company as may be determined to be necessary by the Manager.

8.2 Financial Statements. The Manager shall prepare or cause to be prepared financial statements as may be necessary for the purposes of the Company or the Member.

8.3 Bank Accounts. The Manager shall arrange for the Company to maintain bank accounts in such bank or institutions as the Manager from time to time shall select, and such

accounts shall be drawn upon by checks signed by such person or persons, and in such manner, as may be designated by the Manager, subject to any restrictions or conditions established by the Manager or the Member. All monies of the Company shall be deposited in the bank account or accounts of the Company, and shall not be commingled with monies of the Member.

8.4 Fiscal Year. The fiscal year of the Company shall be determined by the Manager.

ARTICLE IX. DISSOLUTION, LIQUIDATION AND TERMINATION

9.1 Events of Dissolution. The Company shall be dissolved and its affairs wound up pursuant to this Agreement upon the first to occur of the following events (“Events of Dissolution”):

- a. the written consent of the Member to dissolution;
- b. the entry of a decree of judicial dissolution under the Act; or
- c. there being no Members unless, within 91 days after the termination of the membership of the last Member, the Assignees holding at least a majority of the ownership interests in the Company have admitted at least one person as a Member. For purposes of this Agreement the term “Assignees” shall mean persons holding by assignment or transfer any of the membership interests of the last remaining Member of the Company.

9.2 Liquidation. Upon the occurrence of an Event of Dissolution, the Company’s affairs shall be wound up by the Manager, or by such other person or persons required by law to wind up the Company’s affairs.

9.2.1 The assets and properties of the Company shall be disposed of, and receivables collected, all in an orderly and businesslike manner.

9.2.2 The assets of the Company, including the proceeds of liquidation, shall be applied and distributed in the following order of priority:

- a. to creditors, including the Member if a creditor, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof), other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to the Member pursuant to this Agreement; and
- b. to the Member.

9.3 Provisions for Contingencies. The Company shall make reasonable provision to pay all claims and obligations, including all contingent, conditional or unmatured claims and obligations, known to the Company and all claims and obligations which are known to the Company but for which the identity of the claimant is unknown. If there are sufficient assets,

such claims and obligations shall be paid or provided for according to their priority and, among claims and obligations of equal priority, ratably to the extent of assets available. Any liquidating trustee (including the Manager acting as liquidating trustee) winding up the Company's affairs who has complied with this Agreement shall not be personally liable to the claimants of the dissolved Company by reason of such person's actions in winding up the Company.

9.4 Termination. Upon completion of the winding up of the Company in accordance with this Article IX, the Manager or such other person or persons required by law to wind up the Company's affairs shall file articles of dissolution with the Colorado Secretary of State and take such other actions as may be necessary to terminate the Company.

ARTICLE X. DEATH, INCOMPETENCY, OR BANKRUPTCY OF THE MEMBER

10.1 No Dissolution. Neither the death, incompetency, or bankruptcy of the Member will cause the dissolution of the Company. If the Company has no Members because of the death, incompetency, bankruptcy, or withdrawal of the sole Member, the legal representative or successor of the Member may exercise all of the powers of an assignee or transferee of a Member, and if there are no Members, may (by a vote of a majority of the outstanding interests) admit one or more Assignees as Members.

10.2 Death. Intentionally deleted.

10.3 Incompetency. Intentionally deleted.

10.4 Bankruptcy. If the Member files a petition under the United States Bankruptcy Code, if creditors file a petition against such Member which the Member chooses not to contest in accordance with the Bankruptcy Code (or if contested, the court finds for the creditors), or if a receiver is appointed for the Member's assets, the Member shall retain his/her interest in the Company.

ARTICLE XI. MISCELLANEOUS

11.1 Notices. Any notice which may be given in connection with the business of the Company or which is provided for in this Agreement shall be given in writing and may be delivered personally or by facsimile transmission, mail or e-mail.

11.2 Amendment and Waiver. No change, modification, waiver or amendment to this Agreement shall be valid unless the same is in writing and signed by the Member and the Company.

11.3 Admission of Additional Member. If not amended prior thereto by the sole Member, this Agreement shall be automatically amended upon the admission of an additional Member or holder of an economic interest in the Company to conform Article V (Tax Matters) to

be consistent with the requirements of subchapter K of the Internal Revenue Code of 1986, as amended.

11.4 Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

11.5 Severability. The provisions of this Agreement are severable and separate, and if one or more is voidable or void by statute or rule of law, the remaining provisions shall be severed therefrom and shall remain in full force and effect.

11.6 Inurement. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns, and each person entering into this Agreement acknowledges that this Agreement constitutes the sole and complete representation made to him or her regarding the Company, its purpose and business, and that no oral or written representations or warranties of any kind or nature have been made regarding the proposed investments, nor any promises, guarantees, or representations regarding income or profit to be derived from any future investment.

[remainder of page intentionally left blank]

THE PARTIES HERETO have agreed this Operating Agreement shall be effective as of the date first set forth above.

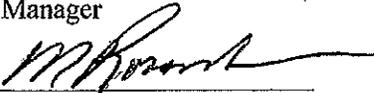
COMPANY:

CC TOLLGATE DELI, LLC
A Colorado limited liability company

MEMBER:

CC Tollgate LLC
A Delaware limited liability company

By: **Century Casinos Tollgate, Inc.**
A Delaware corporation
Its Manager



Mickey Rosenbaum, Director

MANAGER:



Mickey Rosenbaum, Manager

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 42-33022-0000

ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN

LOCAL LICENSE FEE \$ _____

APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a		PRESENT LICENSE NUMBER
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company		42-33022-0000
2. Name of Licensee CC Tollgate LLC	3. Trade Name Century Casino	
4. Location Address 102 Main Street		
City Central City	County Gilpin	ZIP 80427

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A - Manager reg/change	Section C
• License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)..\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavem).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>PERM</u> Total Fee <u>\$150.00</u>
Section B - Duplicate license	
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00	2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____

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

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.
TOTAL AMOUNT DUE		\$ _____ .00

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) *To Change Trade Name or Corporation Name*, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) *To modify Premise*, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) *For Optional Premises or Related Facilities* go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) *To Change Location*, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

STORAGE PERMIT	5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit N/A							
	<input type="checkbox"/> Retail Warehouse Permit for: <input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.) <input type="checkbox"/> Off-Premises Licensee (Liquor stores) <input type="checkbox"/> Wholesalers Branch House Permit Address of storage premise: _____ City _____, County _____, Zip _____ Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.							
	6. Change of Trade Name or Corporation Name N/A <input type="checkbox"/> Change of Trade name / DBA only <input type="checkbox"/> Corporate Name Change (Attach the following supporting documents) 1. Certificate of Amendment filed with the Secretary of State, or 2. Statement of Change filed with the Secretary of State, <u>and</u> 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td> <td style="width: 50%; padding: 2px;">New Trade Name</td> </tr> <tr> <td style="padding: 2px;"> </td> <td style="padding: 2px;"> </td> </tr> <tr> <td style="padding: 2px;">Old Corporate Name</td> <td style="padding: 2px;">New Corporate Name</td> </tr> <tr> <td style="padding: 2px;"> </td> <td style="padding: 2px;"> </td> </tr> </table>	Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name		
Old Trade Name	New Trade Name							
Old Corporate Name	New Corporate Name							
CHANGE OF LOCATION	7. Change of Location N/A NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held. Date filed with Local Authority _____ Date of Hearing _____ (a) Address of current premises _____ City _____ County _____ Zip _____ (b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee) Address _____ City _____ County _____ Zip _____ (c) New mailing address if applicable. Address _____ City _____ County _____ State _____ Zip _____ (d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.							

CHANGE OF MANAGER

8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.

(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only) N/A

Former manager's name _____

New manager's name _____

(b) Date of Employment _____

Has manager ever managed a liquor licensed establishment?..... Yes No

Does manager have a financial interest in any other liquor licensed establishment?..... Yes No

If yes, give name and location of establishment _____

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed _____

Modify licensed premises to conform to "After" diagram of lower level.

(b) If the modification is temporary, when will the proposed change:

Start Permanent _____ (mo/day/year) End _____ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply) Yes No

(d) Is the proposed change in compliance with local building and zoning laws?..... Yes No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?

..... Yes No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature 	Title Director of Century Casinos, Inc (Manager of CC Tollgate LLC)	Date 10/30/15
--	---	------------------

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

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County) City of Central City	Date filed with Local Authority October 30, 2015
--	---

Signature Reba Bechtel	Title City Clerk	Date 12/2/2015
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REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
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MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

BEFORE

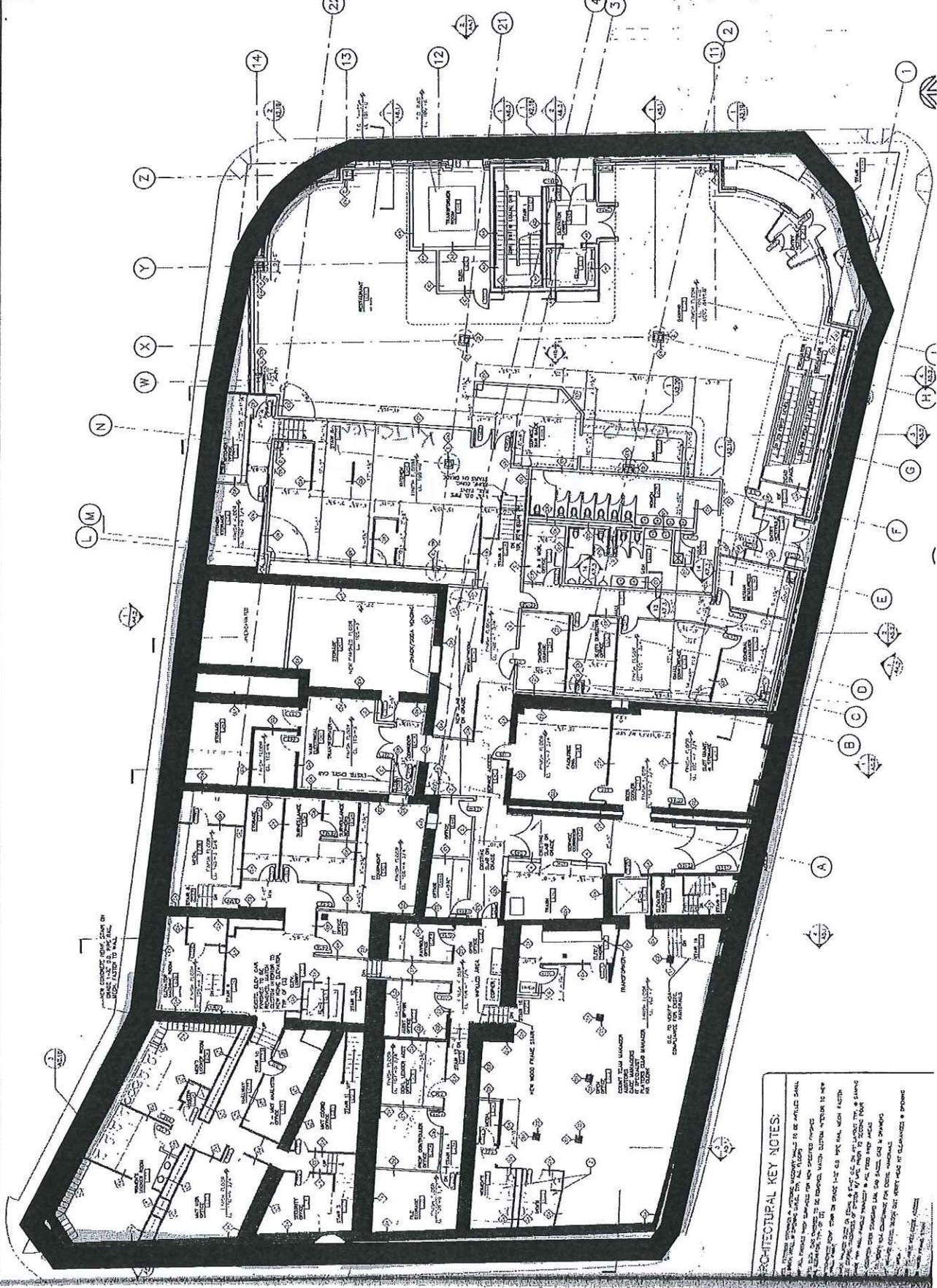
1450 North St
 Denver, CO 80202
 PH: 303-733-9300
 FX: 303-440-0837
 www.denscon.com

TOLLGATE CASINO

CENTRAL CITY, COLORADO

NO.	DATE	DESCRIPTION
001	10/15/03	ISSUED FOR PERMITS
002	11/10/03	REVISION
003	11/10/03	REVISION
004	11/10/03	REVISION
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100	11/10/03	REVISION

SCALE: AS SHOWN
 DATE: 11/10/03
 DRAWN BY: JACOB S.
 CHECKED BY: JACOB S.
 PROJECT: TOLLGATE CASINO
 SHEET: LOWER LEVEL FLOOR PLAN
 PART: 1



ARCHITECTURAL KEY NOTES:

1. ALL WALLS TO BE CONCRETE UNLESS NOTED OTHERWISE TO BE BRICK OR OTHER MATERIAL.

2. ALL FLOORING TO BE AS NOTED ON THIS PLAN.

3. ALL CEILING TO BE 12' HIGH UNLESS NOTED OTHERWISE TO BE 10' HIGH.

4. ALL CEILING TO BE 12' HIGH UNLESS NOTED OTHERWISE TO BE 10' HIGH.

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Scott Nordgren 4/10/06

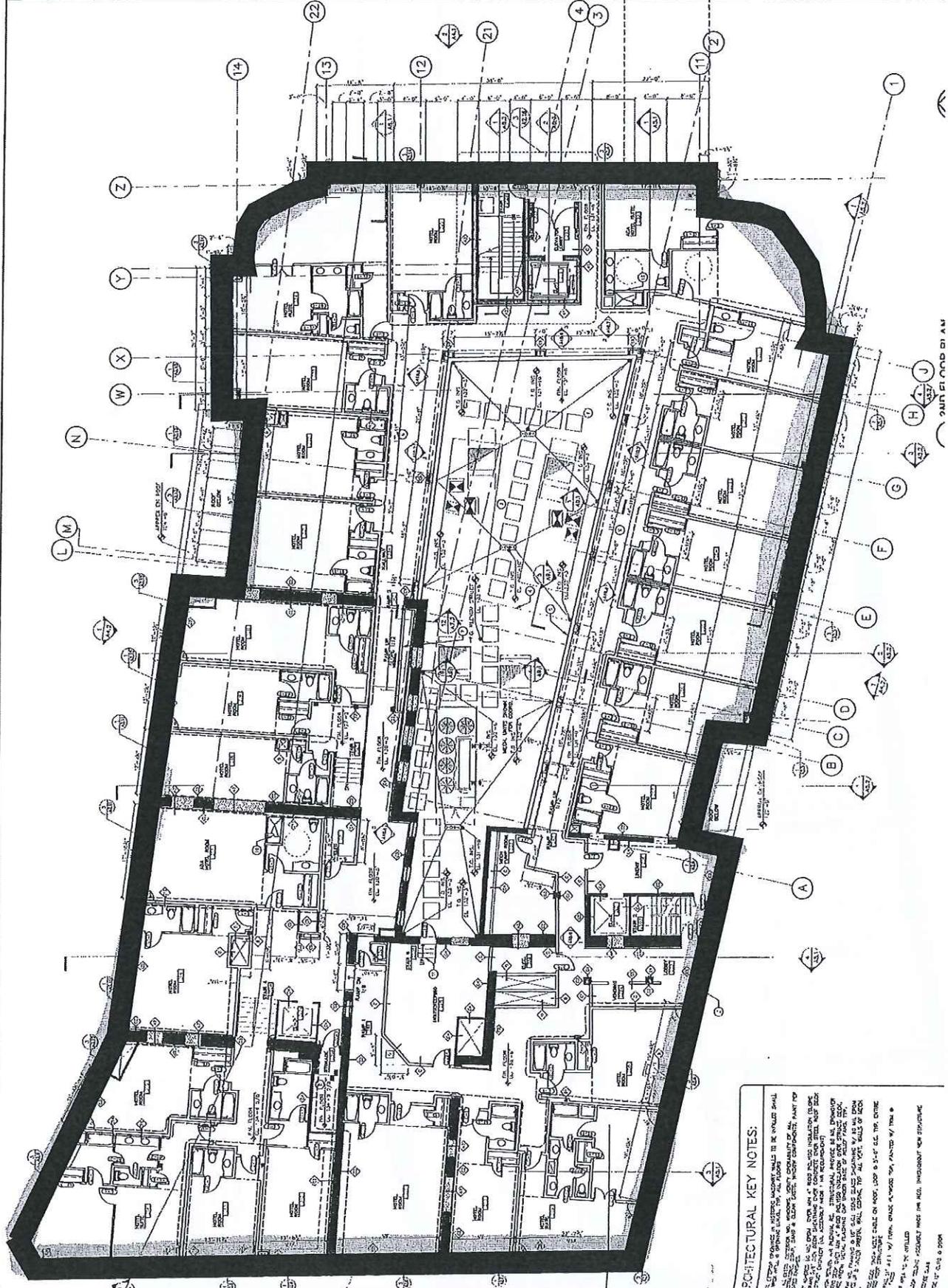
TOLLGATE
 CASINO
 CENTRAL CITY, COLORADO

NO.	DATE	ISSUED FOR
1	03/17/01	CONTRACT DOCUMENTS
2	03/17/01	REVISED CONTRACT DOCUMENTS
3	03/17/01	REVISED CONTRACT DOCUMENTS
4	03/17/01	REVISED CONTRACT DOCUMENTS
5	03/17/01	REVISED CONTRACT DOCUMENTS
6	03/17/01	REVISED CONTRACT DOCUMENTS
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21	03/17/01	REVISED CONTRACT DOCUMENTS
22	03/17/01	REVISED CONTRACT DOCUMENTS

4/17/01
 2ND FLOOR
 PLAN
 PHOTOCOPY

Hotel Level

Seth Nordgren 4/1/01



ARCHITECTURAL KEY NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS OF THE CITY OF DENVER, COLORADO.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFAS).

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL EXHAUSTION CODE (IMEC) AND THE INTERNATIONAL PLUMBING AND MECHANICAL EXHAUSTION CODE (IPMEC).

4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL FIRE CODE (IFC).

5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AND THE INTERNATIONAL GREEN BUILDING CODE (IGBC).

6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SUSTAINABLE DESIGN AND CONSTRUCTION CODE (ISDCC).

7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL WELL-BEING AND PRODUCTIVITY CODE (IWPC).

8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL QUALITY MANAGEMENT SYSTEMS CODE (IQMS).

9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RISK MANAGEMENT CODE (IRMC).

10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SAFETY AND HEALTH CODE (ISHC).

11. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SECURITY AND PROTECTION CODE (ISPC).

12. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL TRAVEL AND TOURISM CODE (ITTC).

13. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL URBAN AND REGIONAL DEVELOPMENT CODE (IURDC).

14. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL WATER AND WASTE MANAGEMENT CODE (IWWMC).

15. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ZONING AND LAND USE CODE (IZLUC).

NO MINIBARS

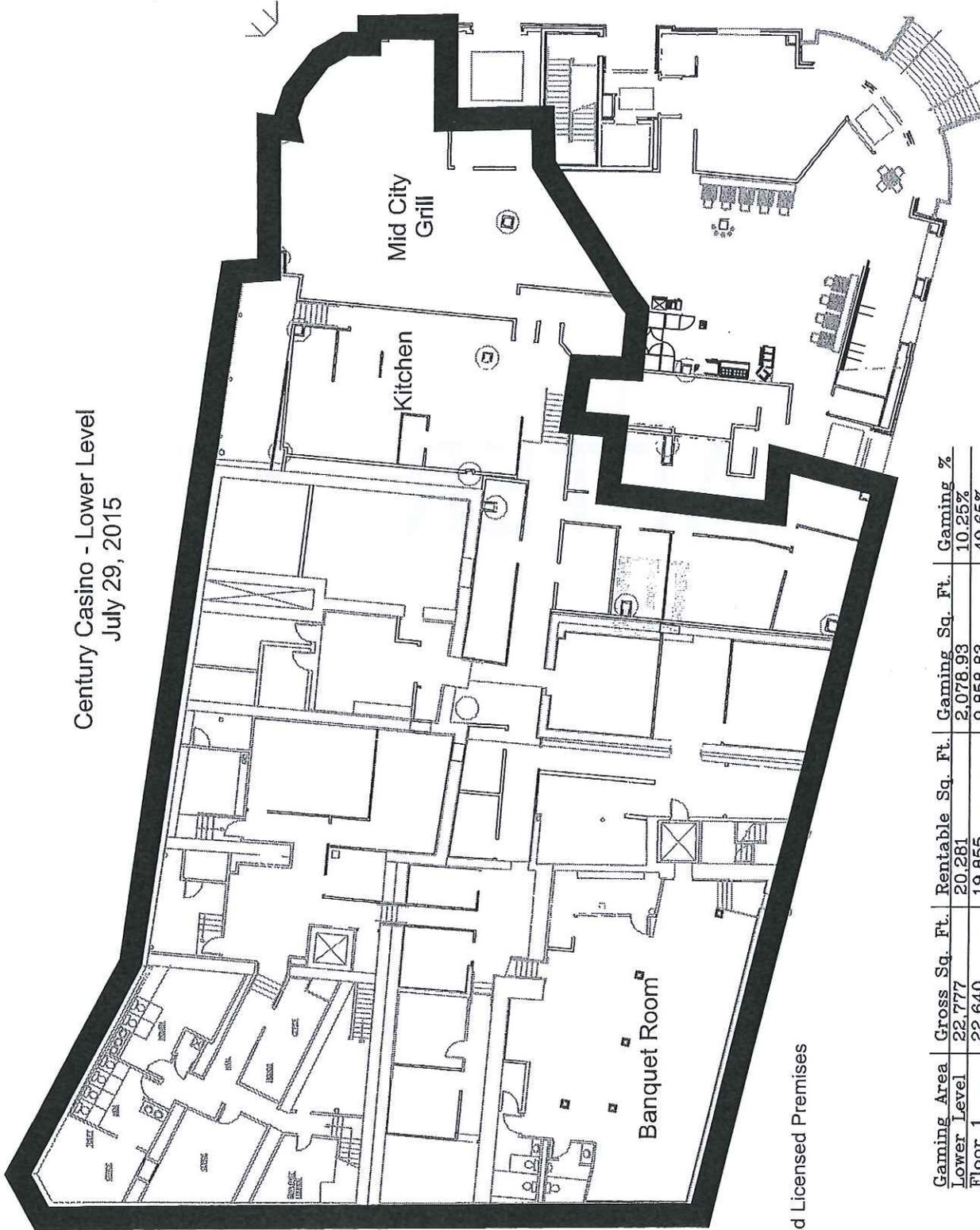
CC TOLLGATE LLC
D/B/A
CENTURY CASINO

FLOOR PLAN DIAGRAMS

Please note the 3rd level is all hotel rooms. Each level will have approximately 22,000 square feet. For an approximate total of 66,000 square footage.

AFTER

Century Casino - Lower Level
July 29, 2015



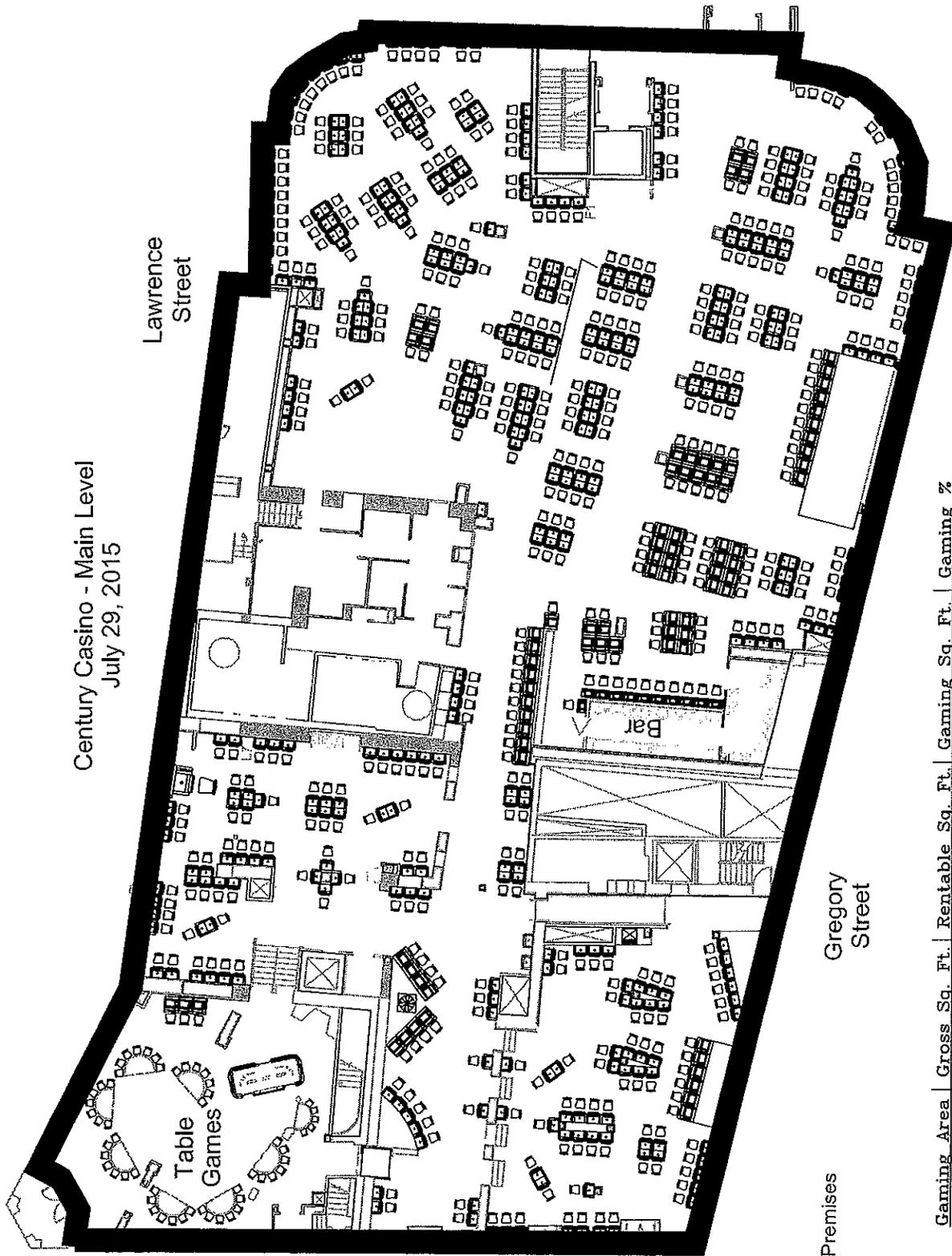
After - Proposed Licensed Premises
Lower Level

Gaming Area	Gross Sq. Ft.	Rentable Sq. Ft.	Gaming Sq. Ft.	Gaming %
Lower Level	22,777	20,281	2,078.93	10.25%
Floor 1	22,640	19,855	9,858.83	49.65%
Floor 2	19,619	18,139	0	0.0%
Totals	65,036	58,275	11,938	18.36%

Floor Gaming % = Gaming Sq. Ft. / Rentable Sq. Ft.

Building Gaming % = Total Gaming Sq. Ft. / Total Gross Sq. Ft.

Century Casino - Main Level
July 29, 2015



Main Street

After - No Change
Existing Licensed Premises
1st Floor

Gaming Area	Gross Sq. Ft.	Rentable Sq. Ft.	Gaming Sq. Ft.	Gaming %
Lower Level	22,777	20,281	2,078.93	10.25%
Floor 1	22,640	19,855	9,858.83	49.65%
Floor 2	19,619	18,139	0	0.0%
Totals	65,036	58,275	11,938	18.36%

Floor Gaming % = Gaming Sq. Ft. / Rentable Sq. Ft.
Building Gaming % = Total Gaming Sq. Ft. / Total Gross Sq. Ft.



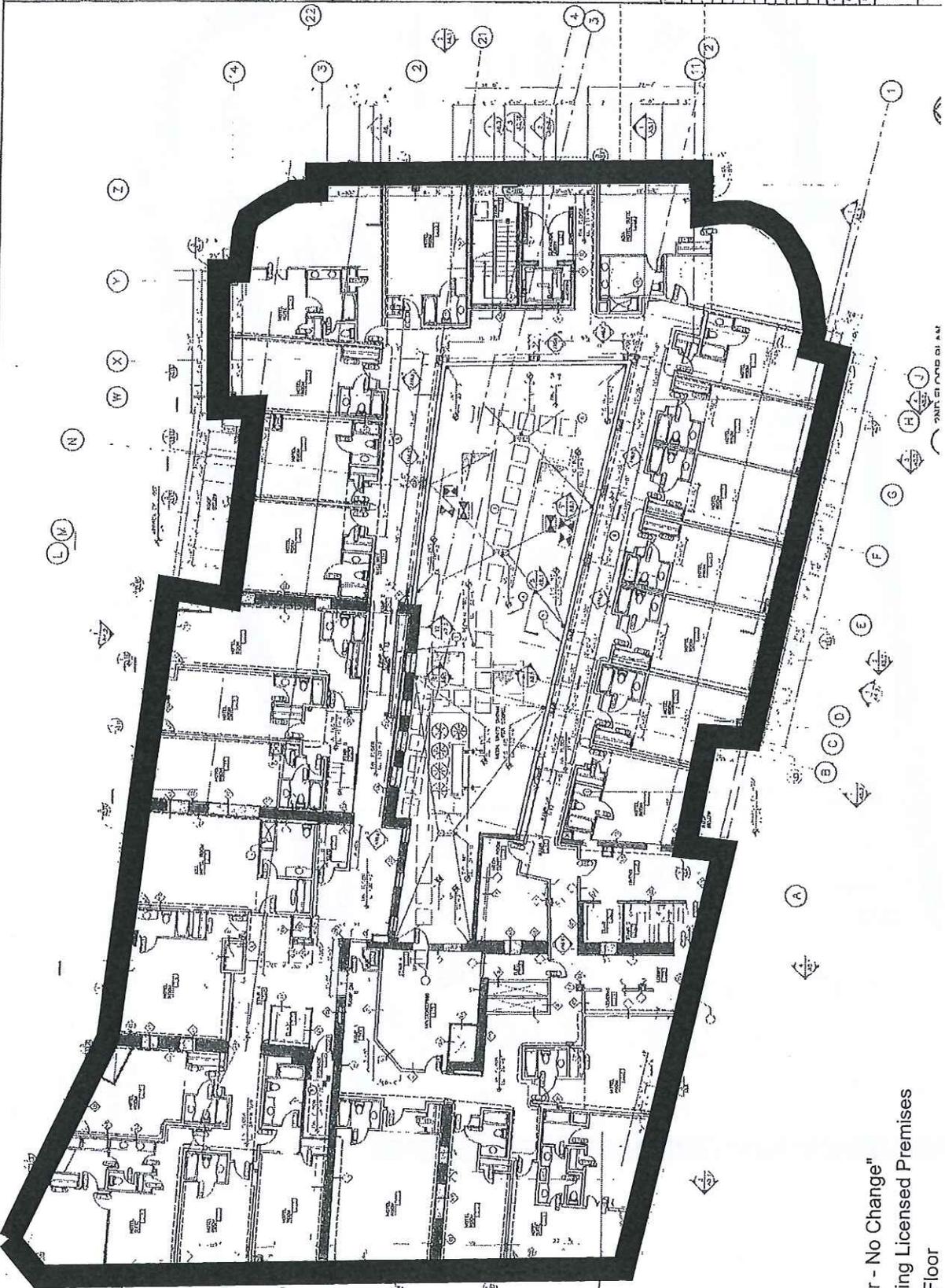
 1400 HIGHWAY 28
 CENTRAL CITY, CO 80909
 TEL: 719-542-1234
 FAX: 719-542-1235
 www.davisbrodybond.com

TOLLGATE CASINO

CENTRAL CITY, COLORADO

NO.	DATE	DESCRIPTION
1	11/15/07	ISSUED FOR PERMITTING
2	11/15/07	ISSUED FOR PERMITTING
3	11/15/07	ISSUED FOR PERMITTING
4	11/15/07	ISSUED FOR PERMITTING
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20	11/15/07	ISSUED FOR PERMITTING
21	11/15/07	ISSUED FOR PERMITTING
22	11/15/07	ISSUED FOR PERMITTING

2ND FLOOR PLAN
 DATE: 11/15/07
 DRAWN BY: JAS. SHRYVEN
 CHECKED BY: MICHAEL L. BROWN



"After - No Change"
 Existing Licensed Premises
 2nd Floor

CC TOLLGATE LLC
D/B/A
CENTURY CASINO

FLOOR PLAN DIAGRAMS

Please note the 3rd level is all hotel rooms. Each level will have approximately 22,000 square feet. For an approximate total of 66,000 square footage.

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

(June 27, 2012)

Promotional Association Name (exactly as it appears on incorporation documentation): Century Casino Promotional Association, Inc.	
Description of Common Consumption Area Boundaries: Attached as Exhibit F	
Mailing Address of Promotional Association: 102 Main St. PO Box 307 Central City, CO 80427	
Primary Contact: Michael Rosenbaum	
Primary Contact Phone Number: (720) 562-7345	Primary Contact E-mail Address: mickey.rosenbaum@cnty.com

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

- \$500 for Initial Application Fee + \$150 License Fee; OR *pd \$650 RB*
- \$125 for Annual Renewal Fee + \$150 License Fee AND
- \$100 for Promotional Association Certification or \$50 for Re-certification
- Exhibit A Written Security Plan (include evidence of training and approval of personnel as required under Section 6-207 of the Central City Municipal Code, a detailed description of security arrangements, and the planned location of security personnel within the proposed Common Consumption Area during operating hours)
- Exhibit B Certification or documentation for security personnel and sellers/servers completing required Responsible Vendor Training
- Exhibit C Articles of Incorporation
- Exhibit D Bylaws and Officer/Director Listing (shall include one member of each licensed premises and represent at least two licensed establishments)
- Exhibit E Attached Licensed Establishment Listing (State License number, violation history for preceding two-year period, and any operational agreements)
- Exhibit F Detailed diagram of proposed Common Consumption Area, 8 1/2 x 11 (location and description of physical barriers, entrances and exits, location of attached licensed establishments, and identification of licensed establishments that are adjacent but not attached to the proposed Common Consumption Area)
- Exhibit G Possessory Document for use of the area proposed as Common Consumption Area (lease or the Documentation evidencing legal authorization for use of Common Consumption Area)
- Exhibit H Proof of Insurance of General Liability and Liquor Liability (naming the City of Central as an additional insured in a minimum amount of \$1,000,000)

Promotional Association/ Common Consumption Area General Guidelines:

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

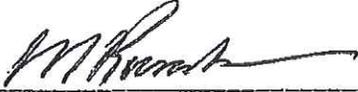
The Common Consumption Area will be open and operational on the following days and hours:

	Mondays	Tuesdays	Wednesdays	Thursdays	Fridays	Saturdays	Sundays
January	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours
February	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours
March	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours
April	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours
May	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours
June	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours
July	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours
August	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours
September	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours
October	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours
November	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours
December	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours	24 Hours

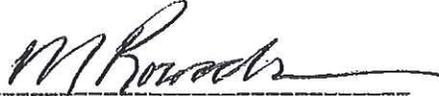
Any deviation from this schedule shall be reported to the City Clerk's Office at least fifteen (15) days prior to the proposed new date and time.

Certification of Applicant

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



Authorized Signature



Title: Director

11-19-2015

Date

Report and Approval of the Local Liquor Licensing Authority

Ronald E. Engels, Mayor

City Clerk

Date

Date

EXHIBIT

A

Security Protocol for Common Consumption area and Century Casino

- The Deli Tavern will only sell alcohol between the hours of 2am and 7am.
- During that time, all alcoholic beverages purchased from that location will be in a specially designated cup.
- The restaurant on the lower level is always closed prior to 2am. Stanchions will be placed at the restaurant entrance keeping patrons from entering the closed restaurant.
- Signage will be placed at the elevators and escalator reminding patrons that beverages purchased at the deli tavern cannot leave the common consumption area.
- Security staff constantly roams the casino area and will be monitoring the elevator and escalator entrances for beverage cups coming from the deli tavern.
- Deli tavern employees when selling alcoholic beverages will verbally remind the patron that the beverage is to remain in the common consumption area only.
- Deli tavern employees will also be tasked with monitoring the alcohol consumption in the common consumption area and notifying casino security staff of any areas of concern.
- All staff and surveillance will be trained to quickly identify the cups from the deli tavern and will monitor the casino floor to ensure compliance with the common consumption laws.

We do not anticipate that many alcoholic beverages will be purchased at the deli tavern as all alcoholic beverages at the casino bar are complimentary to patrons while gaming. Only beverages bought to consume while eating are likely to be purchased at the Deli tavern.

EXHIBIT

B

Century Casino Promotional Association, Inc Responsible Vendor Training

All staff and employees of Century Casino and Deli Tavern who provide alcohol service for use in the Common Consumption Area will be required to obtain Servsafe® certification and timely maintain all necessary renewals and re-certifications as required.

EXHIBIT

C

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Century Casino Promotional Association, Inc.

is a

Corporation

formed or registered on 11/16/2015 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151733453 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/13/2015 that have been posted, and by documents delivered to this office electronically through 11/16/2015 @ 14:14:45 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/16/2015 @ 14:14:45 in accordance with applicable law. This certificate is assigned Confirmation Number 9376211 .



A handwritten signature in cursive script that reads 'Wayne W. Williams'. The signature is written in dark ink and is positioned above a horizontal line.

Secretary of State of the State of Colorado

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

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



Colorado Secretary of State
 Date and Time: 11/16/2015 11:43 AM
 ID Number: 20151733453
 Document number: 20151733453
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

Century Casino Promotional Association, Inc.

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address 102 Main Street
(Street number and name)
Suite B
Central City CO 80427
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

Mailing address 102 Main Street
(leave blank if same as street address) (Street number and name or Post Office Box information)
PO Box 307
Central City CO 80427
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name Rosenbaum Michael
(if an individual) (Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Street address 102 Main Street
(Street number and name)
Central City CO 80427
(City) (State) (ZIP/Postal Code)

Mailing address 102 Main Street
(leave blank if same as street address) (Street number and name or Post Office Box information)
PO Box 307
Central City CO 80427
(City) (State) (ZIP/Postal Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) _____
(Last) (First) (Middle) (Suffix)

or

(if an entity) CC Tollgate LLC
(Caution: Do not provide both an individual and an entity name.)

Mailing address 102 Main Street
(Street number and name or Post Office Box information)

Central City CO 80427
(City) (State) (ZIP/Postal Code)

(Province – if applicable) United States
(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

- The corporation is authorized to issue 1,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.
- Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Coates, Esq Kevin
(Last) *(First)* *(Middle)* *(Suffix)*
455 Sherman Street
(Street number and name or Post Office Box information)
Suite 300
Denver CO 80203
(City) *(State)* *(ZIP/Postal Code)*
(Province – if applicable) United States
(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

EXHIBIT

D

**BYLAWS
OF
CENTURY CASINO PROMOTIONAL ASSOCIATION, INC.**

ARTICLE I	SHAREHOLDERS	1
1.1.	Annual Shareholders' Meeting	1
1.2.	Special Shareholders' Meeting	1
1.3.	Record Date for Determination of Shareholders	1
1.4.	Voting List	2
1.5.	Notice to Shareholders.....	2
1.6.	Quorum	3
1.7.	Voting Entitlement of Shares.....	3
1.8.	Proxies; Acceptance of Votes and Consents.....	4
1.9.	Waiver of Notice.....	4
1.10.	Action by Shareholders Without a Meeting	4
1.11.	Meetings by Telecommunications	5
ARTICLE II	DIRECTORS	5
2.1.	Authority of the Board of Directors.....	5
2.2.	Number	5
2.3.	Qualification	6
2.4.	Election	6
2.5.	Term.....	6
2.6.	Resignation	6
2.7.	Removal	6
2.8.	Vacancies	6
2.9.	Meetings.....	7
2.10.	Notice of Special Meeting	7
2.11.	Quorum	7
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**BYLAWS
OF
CENTURY CASINO PROMOTIONAL ASSOCIATION, INC.**

**ARTICLE I
SHAREHOLDERS**

1.1. Annual Shareholders' Meeting. The annual shareholders' meeting shall be held on the date and at the time and place fixed from time to time by the board of directors; provided, however, that the first annual meeting shall be held on a date that is within six months after the close of the first fiscal year of the Corporation, and each successive annual meeting shall be held on a date that is within the earlier of six (6) months after the close of the last fiscal year or fifteen (15) months after the last annual meeting.

1.2. Special Shareholders' Meeting. A special shareholders' meeting for any purpose or purposes, may be called by the board of directors or the president. The Corporation shall also hold a special shareholders' meeting in the event it receives, in the manner specified in Section 7.3, one or more written demands for the meeting, stating the purpose or purposes for which it is to be held, signed and dated by the holders of shares representing not less than one-tenth of all of the votes entitled to be cast on any issue at the meeting. Special meetings shall be held at the principal office of the Corporation or at such other place as the board of directors or the president may determine.

1.3. Record Date for Determination of Shareholders.

(a) In order to make a determination of shareholders (1) entitled to notice of or to vote at any shareholders' meeting or at any adjournment of a shareholders' meeting, (2) entitled to demand a special shareholders' meeting, (3) entitled to take any other action, (4) entitled to receive payment of a share dividend or a distribution, or (5) for any other purpose, the board of directors may fix a future date as the record date for such determination of shareholders. The record date may be fixed not more than seventy (70) days before the date of the proposed meeting or action.

(b) Unless otherwise specified when the record date is fixed, the time of day for determination of shareholders shall be as of the Corporation's close of business on the record date.

(c) A determination of shareholders entitled to be given notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the board of directors fixes a new record date, which the board shall do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

(d) If no record date is otherwise fixed, the record date for determining shareholders entitled to be given notice of and to vote at an annual or special shareholders' meeting is the day before the first notice is given to shareholders.

(e) The record date for determining shareholders entitled to take action without a meeting pursuant to Section 1.10(a) or entitled to be given notice under Section 1.10(f) of shareholder action

taken by written consent pursuant to Section 1.10, is the date the Corporation first receives a writing upon which the action is taken pursuant to Section 1.10.

1.4. Voting List.

(a) After a record date is fixed for a shareholders' meeting, the secretary shall prepare a list of names of all its shareholders who are entitled to be given notice of the meeting. The list shall be arranged by voting groups and within each voting group by class or series of shares, shall be alphabetical within each class or series, and shall show the address of, and the number of shares of each such class and series that are held by, each shareholder.

(b) The shareholders' list shall be available for inspection by any shareholders, beginning the earlier of ten (10) days before the meeting for which the list was prepared or two (2) business days after notice of the meeting is given and continuing through the meeting, and any adjournment thereof, at the Corporation's principal office or at a place identified in the notice of the meeting in the city where the meeting will be held.

(c) The secretary shall make the shareholders' list available at the meeting, and any shareholder or agent or attorney of a shareholder is entitled to inspect the list at any time during the meeting or any adjournments.

1.5. Notice to Shareholders.

(a) The secretary shall give notice to shareholders of the date, time, and place of each annual and special shareholders' meeting no fewer than ten (10) nor more than sixty (60) days before the date of the meeting; except that, if the articles of incorporation are to be amended to increase the number of authorized shares, at least thirty (30) days' notice shall be given. Except as otherwise required by the Colorado Business Corporation Act, the secretary shall be required to give such notice only to shareholders entitled to vote at the meeting.

(b) Notice of an annual shareholders' meeting need not include a description of the purpose or purposes for which the meeting is called unless a purpose of the meeting is to consider an amendment to the articles of incorporation, a restatement of the articles of incorporation, a plan of merger or share exchange, disposition of substantially all of the property of the Corporation, consent by the Corporation to the disposition of property by another entity, or dissolution of the Corporation.

(c) Notice of a special shareholders' meeting shall include a description of the purpose or purposes for which the meeting is called.

(d) Notice of a shareholders' meeting shall be in writing and shall be given

(1) by deposit in the United States mail, properly addressed to the shareholder's address shown in the Corporation's current record of shareholders, first class postage prepaid, and, if so given, shall be effective when mailed; or

(2) by telegraph, teletype, electronically transmitted facsimile, electronic mail, mail, or private carrier or by personal delivery to the shareholder, and, if so given, shall be effective when actually received by the shareholder.

(e) If an annual or special shareholders' meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment; provided, however, that, if a new record date for the adjourned meeting is fixed pursuant to Section 1.3(c), notice of the adjourned meeting shall be given to persons who are shareholders as of the new record date.

(f) If three (3) successive notices are given by the Corporation, whether with respect to a shareholders' meeting or otherwise, to a shareholder and are returned as undeliverable, no further notices to such shareholder shall be necessary until another address for the shareholder is made known to the Corporation.

1.6. Quorum. Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. One-third of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on the matter. If a quorum does not exist with respect to any voting group, the president or any shareholder or proxy that is present at the meeting, whether or not a member of that voting group, may adjourn the meeting to a different date, time, or place, and (subject to the next sentence) notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or must be fixed pursuant to Section 1.3(c), notice of the adjourned meeting shall be given pursuant to Section 1.5 to persons who are shareholders as of the new record date. At any adjourned meeting at which a quorum exists, any matter may be acted upon that could have been acted upon at the meeting originally called; provided, however, that, if new notice is given of the adjourned meeting, then such notice shall state the purpose or purposes of the adjourned meeting sufficiently to permit action on such matters. Once a share is represented for any purpose at a meeting, including the purpose of determining that a quorum exists, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting.

1.7. Voting Entitlement of Shares. Except as stated in the articles of incorporation, each outstanding share, regardless of class, is entitled to one vote, and each fractional share is entitled to a corresponding fractional vote, on each matter voted on at a shareholders' meeting.

1.8. Proxies; Acceptance of Votes and Consents.

(a) A shareholder may vote either in person or by proxy.

(b) An appointment of a proxy is not effective against the Corporation until the appointment is received by the Corporation. An appointment is valid for eleven (11) months unless a different period is expressly provided in the appointment form.

(c) The Corporation may accept or reject any appointment of a proxy, revocation of appointment of a proxy, vote, consent, waiver, or other writing purportedly signed by or for a shareholder, if such acceptance or rejection is in accordance with the provisions of Sections 7-107-203 and 7-107-205 of the Colorado Business Corporation Act.

1.9. Waiver of Notice.

(a) A shareholder may waive any notice required by the Colorado Business Corporation Act, the articles of incorporation, or these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion in the minutes or filing with the corporation records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

(b) A shareholder's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

1.10. Action by Shareholders Without a Meeting.

(a) Any action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if the shareholders holding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the shares entitled to vote thereon were present and voted consent to such action in writing. Provided, however, that if shares are entitled to be voted cumulatively in the election of directors, shareholders may elect or remove directors without a meeting only if all of the shareholders entitled to vote in the election or removal sign writings describing and consenting to the election or removal of the same directors.

(b) No action taken pursuant to this section shall be effective unless, within sixty (60) days after the date the Corporation first receives a writing describing and consenting to the action and signed by a shareholder, the Corporation has received writings that describe and consent to the action, signed by shareholders holding at least the number of shares entitled to vote on the action as required by this section, disregarding any such writing that has been revoked pursuant to this section.

(c) Action taken pursuant to this section shall be effective as of the date the Corporation receives the last writing necessary to effect the action unless all of the writings necessary to effect the action state another date as the effective date of the action, in which case such stated date shall be the effective date of the action.

(d) Action taken pursuant to this Section shall have the same effect as action taken at a meeting of shareholders and may be described as such in any document.

(e) Any shareholder who has signed a writing describing and consenting to action taken pursuant to this section may revoke such consent by a writing signed and dated by the shareholder describing the action and stating that the shareholder's prior consent thereto is revoked, if such writing is received by the Corporation before the effectiveness of the action.

(f) If action is taken under this section with less than unanimous consent of all of the shareholders entitled to vote upon the action, the Corporation or shareholders taking the action shall, upon receipt by the Corporation of all writings necessary to effect the action, give notice of the action to all shareholders who were entitled to vote upon the action but who have not consented to the action in the manner provided in this section. The notice shall contain or be accompanied by the same material, if any, that would have been required under the Corporation's Articles of Incorporation, the Colorado Business Corporation Act and these Bylaws to be given to shareholders in or with a notice of the meeting at which the action would have been submitted to the shareholders.

(g) Any writing referred to in this section may be received by the Corporation by electronically transmitted facsimile or other form of wire or wireless communication providing the Corporation with a complete copy thereof, including a copy of the signature thereto.

1.11. Meetings by Telecommunications. Any or all of the shareholders may participate in an annual or special shareholders' meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A shareholder participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE II DIRECTORS

2.1. Authority of the Board of Directors. The corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, a board of directors.

2.2. Number. The number of directors shall be fixed by resolution of the board of directors from time to time and may be increased or decreased by resolution adopted by the board of directors from time to time, but no decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

2.3. Qualification. Directors shall be natural persons at least eighteen (18) years old but need not be residents of the State of Colorado or shareholders of the Corporation.

2.4. Election. The board of directors shall be elected at the annual meeting of the shareholders or at a special meeting called for that purpose.

2.5. Term. Each director shall be elected to hold office until the next annual meeting of shareholders and until the director's successor is elected and qualified.

2.6. Resignation. A director may resign at any time by giving written notice of his or her resignation to any other director or (if the director is not also the secretary) to the secretary. The resignation shall be effective when it is received by the other director or secretary, as the case may be, unless the notice of resignation specifies a later effective date. Acceptance of such resignation shall not be necessary to make it effective unless the notice so provides.

2.7. Removal. Any director may be removed by the shareholders of the voting group that elected the director, with or without cause, at a meeting called for that purpose. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is removal of the directors. A director may be removed only if the number of votes cast in favor of removal exceeds the number of votes cast against removal.

2.8. Vacancies.

(a) If a vacancy occurs on the board of directors, including a vacancy resulting from an increase in the number of directors:

(1) The shareholders may fill the vacancy at the next annual meeting or at a special meeting called for that purpose; or

(2) The board of directors may fill the vacancy; or

(3) If the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

(b) Notwithstanding Section 2.8(a), if the vacant office was held by a director elected by a voting group of shareholders, then, if one or more of the remaining directors were elected by the same voting group, only such directors are entitled to vote to fill the vacancy if it is filled by directors, and they may do so by the affirmative vote of a majority of such directors remaining in office; and only the holders of shares of that voting group are entitled to vote to fill the vacancy if it is filled by the shareholders.

(c) A vacancy that will occur at a specific later date, by reason of a resignation that will be come effective at a later date under Section 2.6 or otherwise, may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

2.9. Meetings. The board of directors may hold regular or special meetings in or out of Colorado. A regular meeting shall be held, without other notice than these Bylaws, immediately after and at the same place as the annual meeting of shareholders. The board of directors may, by resolution, establish other dates, times, and places for additional regular meetings, which may thereafter be held without further notice. Special meetings may be called by the president or by any two directors and shall be held at the principal office of the Corporation unless another place is consented to by every director. At any time when the board consists of a single director, that director may act at any time, date, or place without notice.

2.10. Notice of Special Meeting. Notice of a special meeting shall be given to every director at least twenty-four (24) hours before the time of the meeting, stating the date, time, and place of the meeting. The notice need not describe the purpose of the meeting. Notice may be given orally to the director, personally, or by telephone or other wire or wireless communication. Notice may also be given in writing by telegraph, teletype, electronically transmitted facsimile, electronic mail, mail, or private carrier. Notice shall be effective at the earliest of the time it is received; five days after it is deposited in the United States mail, properly addressed to the last address of the director shown on the records of the Corporation, first class postage prepaid; or the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, postage prepaid, in the United States mail and if the return receipt is signed by the director to whom the notice is addressed.

2.11. Quorum. Except as provided in Section 2.8, a majority of the number of directors fixed in accordance with these Bylaws shall constitute a quorum for the transaction of business at all meetings of the board of directors. The act of the majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, except as otherwise specifically required by law.

2.12. Waiver of Notice.

(a) A director may waive any notice of a meeting before or after the time and date of the meeting stated in the notice. Except as provided by Section 2.12(b), the waiver shall be in writing and shall be signed by the director. Such waiver shall be delivered to the secretary for filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

(b) A director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless, at the beginning of the meeting or promptly upon his or her later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting.

2.13. Attendance by Telephone. One or more directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

2.14. Deemed Assent to Action. A director who is present at a meeting of the board of directors when corporate action is taken shall be deemed to have assented to all action taken at the meeting unless:

(a) The director objects at the beginning of the meeting, or promptly upon his or her arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting;

(b) The director contemporaneously requests that his or her dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or

(c) The director causes written notice of his or her dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment of the meeting or by the secretary (or, if the director is the secretary, by another director) promptly after adjournment of the meeting.

The right of dissent or abstention pursuant to this Section 2.14 as to a specific action is not available to a director who votes in favor of the action taken.

2.15. Action by Directors Without a Meeting. Any action required or permitted by law to be taken at a board of directors' meeting may be taken without a meeting if all members of the board consent to such action in writing. Action shall be deemed to have been so taken by the board at the time the last director signs a writing describing the action taken, unless, before such time, any director has revoked his or her consent by a writing signed by the director and received by the secretary or any other person authorized by the Bylaws or the board of directors to receive such a revocation. Such action shall be effective at the time and date it is so taken unless the directors establish a different effective time or date. Such action has the same effect as action taken at a meeting of directors and may be described as such in any document.

ARTICLE III COMMITTEES OF THE BOARD OF DIRECTORS

3.1. Committees of the Board of Directors.

(a) Subject to the provisions of Section 7-109-106 of the Colorado Business Corporation Act, the board of directors may create one or more committees and appoint one or more members of the board of directors to serve on them. The creation of a committee and appointment of members to it shall require the approval of a majority of all the directors in office when the action is taken, whether or not those directors constitute a quorum of the board.

(b) The provisions of these Bylaws governing meetings, action without meeting, notice, waiver of notice, and quorum and voting requirements of the board of directors apply to committees and their members as well.

(c) To the extent specified by resolution adopted from time to time by a majority of all the directors in office when the resolution is adopted, whether or not those directors constitute a quorum of the board, each committee shall exercise the authority of the board of directors with respect to the corporate powers and the management of the business and affairs of the Corporation; except that a committee shall not:

- (1) Authorize distributions;
- (2) Approve or propose to shareholders action that the Colorado Business Corporation Act requires to be approved by shareholders;
- (3) Fill vacancies on the board of directors or on any of its committees;

(4) Amend the articles of incorporation pursuant to Section 7-110-102 of the Colorado Business Corporation Act;

(5) Adopt, amend, or repeal bylaws;

(6) Approve a plan of merger not requiring shareholder approval;

(7) Authorize or approve reacquisition of shares, except according to a formula or method prescribed by the board of directors; or

(8) Authorize or approve the issuance or sale of shares, or a contract for the sale of shares, or determine the designation and relative rights, preferences, and limitations of a class or series of shares; except that the board of directors may authorize a committee or an officer to do so within limits specifically prescribed by the board of directors.

(d) The creation of, delegation of authority to, or action by, a committee does not alone constitute compliance by a director with applicable standards of conduct.

ARTICLE IV OFFICERS

4.1. General. The Corporation shall have as officers a president, a secretary, and a treasurer, who shall be appointed by the board of directors. The board of directors may appoint as additional officers a chairman and other officers of the board. The board of directors, the president, and such other subordinate officers as the board of directors may authorize from time to time, acting singly, may appoint as additional officers one or more vice presidents, assistant secretaries, assistant treasurers, and such other subordinate officers as the board of directors, the president, or such other appointing officers deem necessary or appropriate. The officers of the Corporation shall hold their offices for such terms and shall exercise such authority and perform such duties as shall be determined from time to time by these Bylaws, the board of directors, or (with respect to officers who are appointed by the president or other appointing officers) the persons appointing them; provided, however, that the board of directors may change the term of offices and the authority of any officer appointed by the present or other appointing officers. Any two or more offices may be held by the same person. The officers of the Corporation shall be natural persons at least eighteen (18) years old.

4.2. Term. Each officer shall hold office from the time of appointment until the time of removal or resignation pursuant to Section 4.3 or until the officer's death.

4.3. Removal and Resignation. Any officer appointed by the board of directors may be removed at any time by the board of directors. Any officer appointed by the president or other appointing officer may be removed at any time by the board of directors or by the person appointing the officer. Any officer may resign at any time by giving written notice of resignation to any director (or to any director other than the resigning officer if the officer is also a director), to the

president, to the secretary, or to the officer who appointed the officer. Acceptance of such resignation shall not be necessary to make it effective, unless the notice so provides.

4.4. President/Chief Executive Officer. The president/chief executive officer shall preside at all meetings of shareholders, and the president/chief executive officer shall also preside at all meetings of the board of directors unless the board of directors has appointed a chairman, vice chairman, or other officer of the board and has authorized such person to preside at meetings of the board of directors instead of the president/chief executive officer. Subject to the direction and control of the board of directors, the president shall be the chief executive officer and of the Corporation and as such shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the board of directors are carried into effect. The president/chief executive officer may negotiate, enter into, and execute contracts, deeds and other instruments on behalf of the Corporation as are necessary and appropriate to the conduct of the business and affairs of the Corporation or as are approved by the board of directors. The president/chief executive officer shall have such additional authority and duties as are appropriate and customary for the office of president and chief executive officer, except as the same may be expanded or limited by the board of directors from time to time.

4.5. Vice President. The vice president, if any, or, if there are more than one, the vice presidents in the order determined by the board of directors or the president (or, if no such determination is made, in the order of their appointment), shall be the officer or officers next in seniority after the president. Each vice president shall have such authority and duties as are prescribed by the board of directors or president. Upon the death, absence, or disability of the president, the vice president, if any, or, if there are more than one, the vice presidents in the order determined by the board of directors or the president, shall have the authority and duties of the president.

4.6. Secretary. The secretary shall be responsible for the preparation and maintenance of minutes of the meetings of the board of directors and of the shareholders and of the other records and information required to be kept by the Corporation under Section 7-116-101 of the Colorado Business Corporation Act and for authenticating records of the Corporation. The secretary shall also give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, keep the minutes of such meetings, have charge of the corporate seal and have authority to affix the corporate seal to any instrument requiring it (and, when so affixed, it may be attested by the secretary's signature), be responsible for the maintenance of all other corporate records and files and for the preparation and filing of reports to governmental agencies (other than tax returns), and have such other authority and duties as are appropriate and customary for the office of secretary, except as the same may be expanded or limited by the board of directors from time to time.

4.7. Assistant Secretary. The assistant secretary, if any, or, if there are more than one, the assistant secretaries in the order determined by the board of directors or the secretary (or, if no such determination is made, in the order of their appointment) shall, under the supervision of the secretary, perform such duties and have such authority as may be prescribed from time to time by the board of directors or the secretary. Upon the death, absence, or disability of the secretary, the assistant secretary, if any, or if there are more than one, the assistant secretaries in the order

designated by the board of directors or the secretary (or, if no such determination is made, in the order of their appointment), shall have the authority and duties of the secretary.

4.8. Treasurer/Chief Financial Officer. The treasurer/chief financial officer shall have control of the funds and the care and custody of all stocks, bonds, and other securities owned by the Corporation, and shall be responsible for the preparation and filing of tax returns. The treasurer/chief financial officer shall receive all moneys paid to the Corporation and, subject to any limits imposed by the board of directors, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Corporation's name and on the Corporation's behalf, and give full discharge for the same. The treasurer/chief financial officer shall also have charge of disbursement of funds of the Corporation, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as shall be designated by the board of directors. The treasurer/chief financial officer shall have such additional authority and duties as are appropriate and customary for the office of treasurer/chief financial officer, except as the same may be expanded or limited by the board of directors from time to time.

4.9. Assistant Treasurer. The assistant treasurer, if any, or, if there are more than one, the assistant treasurers in the order determined by the board of directors or the treasurer (or, if no such determination is made, in the order of their appointment) shall, under the supervision of the treasurer, perform such duties and have such authority as may be prescribed from time to time by the board of directors or the treasurer. Upon the death, absence, or disability of the treasurer, the assistant treasurer, if any, or, if there are more than one, the assistant treasurers in the order designated by the board of directors or the treasurer (or, if no such determination is made, in the order of their appointment), shall have the authority and duties of the treasurer.

4.10. Compensation. Officers shall receive such compensation for their services as may be authorized or ratified by the board of directors. Election or appointment of an officer shall not of itself create a contractual right to compensation for services performed as such officer.

ARTICLE V INDEMNIFICATION

5.1. Definitions. As used in this article:

(a) "Corporation" includes any domestic or foreign entity that is a predecessor of the Corporation by reason of a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Director" means an individual who is or was a director of the Corporation or an individual who, while a director of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, fiduciary, or agent of another domestic or foreign corporation or other person or of an employee benefit plan. A director is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, the director to the plan or to participants in or

beneficiaries of the plan. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.

(c) "Expenses" includes counsel fees.

(d) "Liability" means the obligation incurred with respect to a proceeding to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses.

(e) "Official capacity" means, when used with respect to a director, the office of director in the Corporation and, when used with respect to a person other than a director as contemplated in Section 5.1(a), the office in the Corporation held by the officer or the employment, fiduciary, or agency relationship undertaken by the employee, fiduciary, or agent on behalf of the Corporation. "Official capacity" does not include service for any other domestic or foreign corporation or other person or employee benefit plan.

(f) "Party" includes a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(g) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

5.2. Authority to Indemnify Directors.

(a) Except as provided in Section 5.2(d), the Corporation may indemnify a person made a party to a proceeding because the person is or was a director against liability incurred in the proceeding if:

(1) The person conducted himself or herself in good faith; and

(2) The person reasonably believed:

(A) In the case of conduct in an official capacity with the Corporation, that his or her conduct was in the Corporation's best interests; and

(B) In all other cases, that his or her conduct was at least not opposed to the Corporation's best interests; and

(3) In the case of any criminal proceeding, the person had no reasonable cause to believe his or her conduct was unlawful.

(b) A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement of Section 5.2 (a)(2)(B). A director's conduct with respect to an employee benefit plan for a purpose that the director did not reasonably believe to be in the

interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 5.2(a)(1).

(c) The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this Section 5.2.

(d) The Corporation may not indemnify a director under this Section 5.2.

(1) In connection with a proceeding by or in the right of the Corporation in which the director was adjudged liable to the Corporation; or

(2) In connection with any other proceeding charging that the director derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the director was adjudged liable on the basis that he or she derived an improper personal benefit.

(e) Indemnification permitted under this Section 5.2 in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

5.3. Mandatory Indemnification of Directors. The Corporation shall indemnify a person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a director, against reasonable expenses incurred by him or her in connection with the proceeding.

5.4. Advance of Expenses to Directors.

(a) The Corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

(1) The director furnishes to the Corporation a written affirmation of the director's good faith belief that he or she has met the standard of conduct described in Section 5.2.

(2) The director furnishes to the Corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under this article.

(b) The undertaking required by Section 5.4(a)(2) shall be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Determinations and authorizations of payments under this Section 5.4 shall be made in the manner specified in Section 5.6.

5.5. Court-ordered Indemnification of Directors. A director who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification in the following manner:

(a) If it determines that the director is entitled to mandatory indemnification under Section 5.3, the court shall order indemnification, in which case the court shall also order the Corporation to pay the director's reasonable expenses incurred to obtain court-ordered indemnification.

(b) If it determines that the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director met the standard of conduct set forth in Section 5.2(a) or was adjudged liable in the circumstances described in Section 5.2(d), the court may order such indemnification as the court deems proper; except that the indemnification with respect to any proceeding in which liability shall have been adjudged in the circumstances described in Section 5.2(d) is limited to reasonable expenses incurred in connection with the proceeding and reasonable expenses incurred to obtain court-ordered indemnification.

5.6. Determination and Authorization of Indemnification of Directors.

(a) The Corporation may not indemnify a director under Section 5.2 unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in Section 5.2. The Corporation shall not advance expenses to a director under Section 5.4 unless authorized in the specific case after the written affirmation and undertaking required by Sections 5.4(a)(1) and 5.4(a)(2) are received and the determination required by Section 5.4(a)(3) has been made.

(b) The determination required by Section 5.6(a) shall be made:

(1) By the board of directors by a majority vote of those present at a meeting at which a quorum is present, and only those directors not parties to the proceeding shall be counted in satisfying the quorum; or

(2) If a quorum cannot be obtained, by a majority vote of a committee of the board of directors designated by the board of directors, which committee shall consist of two or more directors not parties to the proceeding; except that directors who are parties to the proceeding may participate in the designation of directors for the committee.

(c) If a quorum cannot be obtained as contemplated in Section 5.6(b)(1), and a committee cannot be established under Section 5.6(b)(2) if a quorum is obtained or a committee is designated, if a majority of the directors constituting such quorum or such committee so directs, the determination required to be made by Section 5.6(a) shall be made:

(1) By independent legal counsel selected by a vote of the board of directors or the committee in the manner specified in Section 5.6(b)(1) or 5.6(b)(2), or, if a quorum of the full board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board of directors; or

(2) By the shareholders.

(d) Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advance of expenses is permissible; except that, if the determination that indemnification or advance of expenses is permissible is made by independent legal counsel, authorization of indemnification and advance of expenses shall be made by the body that selected such counsel.

5.7. Indemnification of Officers, Employees, Fiduciaries, and Agents.

(a) An officer is entitled to mandatory indemnification under Section 5.3 and is entitled to apply for court-ordered indemnification under Section 5.5, in each case to the same extent as a director;

(b) The Corporation may indemnify and advance expenses to an officer, employee, fiduciary, or agent of the Corporation to the same extent as to a director; and

(c) The Corporation may also indemnify and advance expenses to an officer, employee, fiduciary, or agent who is not a director to a greater extent than is provided in these Bylaws, if not inconsistent with public policy, and if provided for by general or specific action of its board of directors or shareholders or by contract.

5.8. Insurance. The Corporation may purchase and maintain insurance on behalf of a person who is or was a director, officer, employee, fiduciary, or agent of the Corporation, or who, while a director, officer, employee, fiduciary, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of another domestic or foreign corporation or other person or of an employee benefit plan, against liability asserted against or incurred by the person in that capacity or arising from his or her status as a director, officer, employee, fiduciary, or agent, whether or not the Corporation would have power to indemnify the person against the same liability under Sections 5.2, 5.3, or 5.7. Any such insurance may be procured from any insurance company designated by the board of directors, whether such insurance company is formed under the laws of this state or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Corporation has an equity or any other interest through stock ownership or otherwise.

5.9. Notice to Shareholders of Indemnification of Director. If the Corporation indemnifies or advances expenses to a director under this article in connection with a proceeding by or in the right of the Corporation, the Corporation shall give written notice of the indemnification or advance to the shareholders with or before the notice of the next shareholders' meeting. If the next shareholder action is taken without a meeting at the instigation of the board of directors, such notice shall be

given to the shareholders at or before the time the first shareholder signs a writing consenting to such action.

ARTICLE VI SHARES

6.1. Certificates. Certificates representing shares of the capital stock of the Corporation shall be in such form as is approved by the board of directors and shall be signed by the chairman or vice chairman of the board of directors (if any), or the president or any vice president, and by the secretary or an assistant secretary or the treasurer or an assistant treasurer. All certificates shall be consecutively numbered, and the names of the owners, the number of shares, and the date of issue shall be entered on the books of the Corporation. Each certificate representing shares shall state upon its face

- (a) That the Corporation is organized under the laws of the State of Colorado;
- (b) The name of the person to whom issued;
- (c) The number and class of the shares and the designation of the series, if any, that the certificate represents;
- (d) The par value, if any, of each share represented by the certificate;
- (e) A conspicuous statement, on the front or the back, that the Corporation will furnish to the shareholder, on request in writing and without charge, information concerning the designations, preferences, limitations, and relative rights applicable to each class, the variations in preferences, limitations, and rights determined for each series, and the authority of the board of directors to determine variations for future classes or series; and
- (f) Any restrictions imposed by the Corporation upon the transfer of the shares represented by the certificate.

6.2. Facsimile Signatures. Where a certificate is signed

- (a) By a transfer agent other than the Corporation or its employee, or
- (b) By a registrar other than the Corporation or its employee, any or all of the officers' signatures on the certificate required by Section 6.1 may be facsimile. If any officer, transfer agent, or registrar who has signed, or whose facsimile signature or signatures have been placed upon, any certificate, shall cease to be such officer, transfer agent, or registrar, whether because of death, resignation, or otherwise, before the certificate is issued by the Corporation, it may nevertheless be issued by the Corporation with the same effect as if he or she were such officer, transfer agent, or registrar at the date of issue.

6.3. Transfer of Shares. Transfers of shares shall be made on the books of the Corporation only upon presentation of the certificate or certificates representing such shares properly endorsed by the

person or persons appearing upon the face of such certificate to be the owner, or accompanied by a proper transfer or assignment separate from the certificate, except as may otherwise be expressly provided by the statutes of the State of Colorado or by order of a court of competent jurisdiction. The officers or transfer agents of the Corporation may, in their discretion, require a signature guaranty before making any transfer. The Corporation shall be entitled to treat the person in whose name any shares are registered on its books as the owner of those shares for all purposes and shall not be bound to recognize any equitable or other claim or interest in the shares on the part of any other person, whether or not the Corporation shall have notice of such claim or interest.

6.4. Shares Held for Account of Another. The board of directors may adopt by resolution a procedure whereby a shareholder of the Corporation may certify in writing to the Corporation that all or a portion of the shares registered in the name of such shareholder are held for the account of a specified person or persons. The resolution shall set forth

- (a) The classification of shareholders who may certify;
- (b) The purpose or purposes for which the certification may be made;
- (c) The form of certification and information to be contained herein;
- (d) If the certification is with respect to a record date or closing of the stock transfer books, the time after the record date or the closing of the stock transfer books within which the certification must be received by the Corporation; and
- (e) Such other provisions with respect to the procedure as are deemed necessary or desirable. Upon receipt by the Corporation of a certification complying with the procedure, the persons specified in the certification shall be deemed, for the purpose or purposes set forth in the certification, to be the holders of record of the number of shares specified in place of the shareholders making the certification.

ARTICLE VII MISCELLANEOUS

7.1. Corporate Seal. The board of directors may adopt a seal, circular in form and bearing the name of the Corporation and the words "SEAL" and "COLORADO," which, when adopted, shall constitute the seal of the Corporation. The seal may be used by causing it or a facsimile of it to be impressed, affixed, manually reproduced, or rubber stamped with indelible ink.

7.2. Fiscal Year. The board of directors may, by resolution, adopt a fiscal year for the Corporation.

7.3. Receipt of Notices by the Corporation. Notices, shareholder writings consenting to action, and other documents or writings shall be deemed to have been received by the Corporation when they are received

- (a) At the registered office of the Corporation in the State of Colorado.

(b) At the principal office of the Corporation (as that office is designated in the most recent document filed by the Corporation with the Secretary of State for the State of Colorado designating a principal office) addressed to the attention of the secretary of the Corporation;

(c) By the secretary of the Corporation wherever the secretary may be found; or

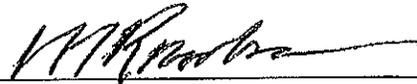
(d) By any other person authorized from time to time by the board of directors, the president, or the secretary to receive such writings, wherever such person is found.

7.4. Amendment of Bylaws. These Bylaws may at any time and from time to time be amended, supplemented, or repealed by the board of directors.

The foregoing Bylaws were duly adopted by the Board of Directors as the bylaws of Century Casino Promotional Inc. effective as of _____, 2015.



Michael Rosenbaum, Director



Michael Rosenbaum,
President, Treasurer, and Secretary

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF ORGANIZATIONAL MEETING OF
THE BOARD OF DIRECTORS
OF
CENTURY CASINO PROMOTIONAL ASSOCIATION, INC.**

The undersigned, being all of the members of the Board of Directors of Century Casino Promotional Association, Inc., a Colorado corporation (the "Corporation"), hereby adopt the following resolutions by unanimous written consent without a meeting, in accordance with the provisions of the Colorado Business Corporation Act, effective as of November 16th, 2015:

1. **APPROVAL OF ACTIONS OF INCORPORATOR**

WHEREAS, the Incorporator is empowered to act on behalf of the Corporation pursuant to Section 7-102-105 of the Colorado Business Corporation Act to elect the first Board of Directors; and

WHEREAS, there are no further actions necessary to be taken by the Incorporator of the Corporation, and a Board of Directors consisting of one individual has been duly appointed;

NOW, THEREFORE, BE IT RESOLVED, that all actions of the Incorporator shown to have been taken in connection with the incorporation of the Corporation are hereby ratified, approved and confined; and

FURTHER RESOLVED, that the resignation of Michael Rosenbaum as the Incorporator of the Corporation be, and it hereby is, accepted.

2. **APPROVAL OF ARTICLES OF INCORPORATION**

WHEREAS, the Articles of Incorporation of the Corporation have been filed on November 16, 2015, in the office of the Colorado Secretary of State;

NOW, THEREFORE, BE IT RESOLVED, that the duly filed Articles of Incorporation, a copy of which is attached hereto as Exhibit A, be, and the same hereby are, approved and accepted and that the Secretary of the Corporation is hereby directed to insert a copy of the Articles of Incorporation, certified by the Secretary of State, into the minute book of the Corporation.

3. **ADOPTION OF BYLAWS**

RESOLVED, that the Bylaws, a copy of which is attached hereto as Exhibit B, be, and they hereby are, approved and adopted for the regulation and management of the Corporation's affairs; and

FURTHER RESOLVED, that the Secretary is hereby directed to file said Bylaws in the minute book of the Corporation, and to see that a copy of said Bylaws is kept at the principal office of the Corporation.

4. **ELECTION OF DIRECTOR AND OFFICERS**

WHEREAS, it is deemed to be in the best interest of the Corporation to elect officers and directors to be in charge of the operations of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the following individuals be, and each hereby is, elected as a director to the office or offices of the Corporation set forth next to his or her name below, and that such person shall serve until his successor is duly chosen:

Michael Rosenbaum	Director
Michael Rosenbaum	President / Treasurer / Secretary

5. **STOCK CERTIFICATES**

WHEREAS, it is deemed to be in the best interest of the Corporation to adopt a form of stock certificate, which form has been reviewed by the Board of Directors;

NOW, THEREFORE, BE IT RESOLVED, that the Conn of stock certificate as reviewed by the Board of Directors is hereby approved and adopted as the form of stock certificate of the Corporation.

6. **AUTHORIZATION OF ISSUANCE OF SHARES**

WHEREAS, the Corporation is authorized in its Articles of Incorporation to issue one thousand (1,000) shares of common stock, no par value per share (the "Common Stock");

WHEREAS, the following entity has offered to subscribe to the number of shares of Common Stock of the Corporation in exchange for the payment of an aggregate price of \$0.001 per share:

CC Tollgate LLC	100
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NOW THEREFORE BE IT RESOLVED, that the offer of those persons named above to subscribe to the number of shares of the Corporation in exchange for the payment of an aggregate price of \$0.001 per share, is accepted, and the Secretary is authorized to cause to be issued shares of Common Stock to said persons upon receipt of the agreed price therefor and that, upon receipt of full payment for such shares, that such shares shall be fully paid and nonassessable.

7. **ADOPTION OF FISCAL YEAR**

WHEREAS, it is deemed to be in the best interest of the Corporation to adopt a fiscal year for tax and accounting purposes;

NOW, THEREFORE, BE IT RESOLVED, that the fiscal year of the Corporation shall commence on January 1 and end on December 31 of each year; and

FURTHER RESOLVED, that the Secretary is hereby authorized and directed to take all

necessary steps and to cause all necessary and appropriate forms to be filed with the appropriate governmental agency to reflect the foregoing selection of fiscal year.

8. **DESIGNATION OF DEPOSITORIES**

WHEREAS, it is deemed to be in the best interest of the Corporation to provide for a depository for the funds of the Corporation and to authorize certain officers to deal with the corporate funds;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is authorized to establish, in accordance with these resolutions, such banking, borrowing or other financial arrangements as from time to time become necessary or desirable, including arrangements with respect to establishing and maintaining checking and savings accounts, borrowing funds, establishing lines of credit and issuing corporate guarantees; and

FURTHER RESOLVED, that the standard form banking resolutions, loan documents, guarantees, lease agreements and other applicable documents customarily required by any such financial institutions are hereby adopted without the necessity of further action by the Board of Directors at the time any such arrangements are established, except for arrangements obligating the Corporation for more than \$25,000, in which event separate board approval shall be required, it being intended that these resolutions constitute specific board authorization, approval and adoption of all such arrangements (except those obligating the Corporation for \$25,000 or more) as of the time such arrangements are established; and

FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized to select such financial institutions and, subject to the limitations contained in the foregoing resolution, to enter into such financial arrangements as they deem appropriate, to complete and execute the standard form banking resolutions, loan documents, guarantees and other documents customarily required by any such institutions or as may be necessary or appropriate, including the designation of those parties authorized to act on behalf of the Corporation pursuant thereto, as they, in their discretion, deem necessary and in the interest of the Corporation, and to take such other actions and negotiate and execute such other documents as may be required to establish any such arrangements; and

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of the Corporation is hereby authorized to execute and furnish to any financial institution or other party requesting the same certificates of incumbency with respect to the officers authorized to act on behalf of the Corporation as provided in these resolutions and to certify to the adoption and continued effectiveness of these resolutions in such form as any such financial institution or other party may customarily require and that copies of any certificates or banking resolutions executed pursuant to these resolutions be placed with the Corporation's records; and

FURTHER RESOLVED, that these resolutions and the authority conferred on the officers herein shall remain in full force and effect until revoked or amended by resolution of the Board of Directors.

9. **AUTHORIZATION TO OBTAIN ALL NECESSARY LICENSES, PERMITS AND APPROVAL TO CONDUCT BUSINESS**

WHEREAS, there may be a number of licenses, permits and approvals that the

Corporation is required to obtain before it has necessary authority for the lawful conduct of its business, including obtaining the ability to operate a Common Consumption Area within the City of Central City;

NOW, THEREFORE, BE IT RESOLVED, that each and every officer of the Corporation is hereby authorized and directed to take all necessary or advisable steps to cause the Corporation to become lawfully empowered to conduct its business as set forth in the Articles of Incorporation; and

FURTHER RESOLVED, that, without limiting the generality of the foregoing, any such officer is hereby specifically authorized and directed to cause all necessary applications, fees, bonds and other papers, documents and information to be obtained, prepared and filed to obtain all permits and licenses necessary or appropriate for the conduct of the Corporation's business, including a liquor license, and to take all further steps that may be appropriate to obtain necessary licenses of authority; and

FURTHER RESOLVED, that, for the purpose of authorizing the Corporation to do business in any state, territory or dependency of the United States or foreign country in which it is necessary or expedient for the Corporation to transact business, the proper officers of the Corporation be, and they hereby are, authorized to appoint and substitute all necessary agents or attorneys for service of process, and to designate and change the location of all statutory offices, to pay all fees, taxes and assessments, and, under the corporate seal or otherwise, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by law of such state, territory, dependency or country to authorize the Corporation to transact business therein, and whenever it is expedient for the Corporation to cease doing business therein and withdraw therefrom, to revoke the appointment, or surrender the authority of the Corporation to do business in any such state, territory, dependency or country.

10. **CORPORATE COMPLIANCE**

RESOLVED, that, the officers of the Corporation are hereby authorized and directed to take any and all actions they shall deem necessary or appropriate to insure the good standing status of the Corporation under the laws of the State of Colorado, including without limitation the filing of required reports of the Corporation with the Colorado Secretary of State.

11. **GENERAL AUTHORIZATION**

RESOLVED, that, in addition to the specific authorizations set forth in any of the foregoing resolutions, the proper officers of the Corporation be, and they hereby are, authorized to take from time to time any and all such action and to execute and deliver from time to time any and all such instruments, requests, receipts, notes, applications, reports, certificates and other documents as may be necessary or advisable in their opinion, or in the opinion of any of them, to effectuate, consummate and comply with the purpose and intent of any of the foregoing resolutions.

The actions taken by this consent shall have the same force and effect as if taken at an organizational meeting of the Board of Directors duly called and constituted pursuant to the Bylaws of the Corporation and the laws of the State of Colorado.

IN WITNESS WHEREOF, this unanimous written consent has been executed as of the date stated above.

BOARD OF DIRECTORS:



Michael Rosenbaum, Director



Michael Rosenbaum
President / Secretary / Treasurer

Century Casino Promotional Association, Inc

List of Officers / Directors

- **Michael Rosenbaum**
 - Director, President, Treasurer, and Secretary of Century Casino Promotional Association, Inc.
 - Registered manager of CC Tollgate LLC
 - Registered manager of CC Tollgate Deli, LLC

EXHIBIT

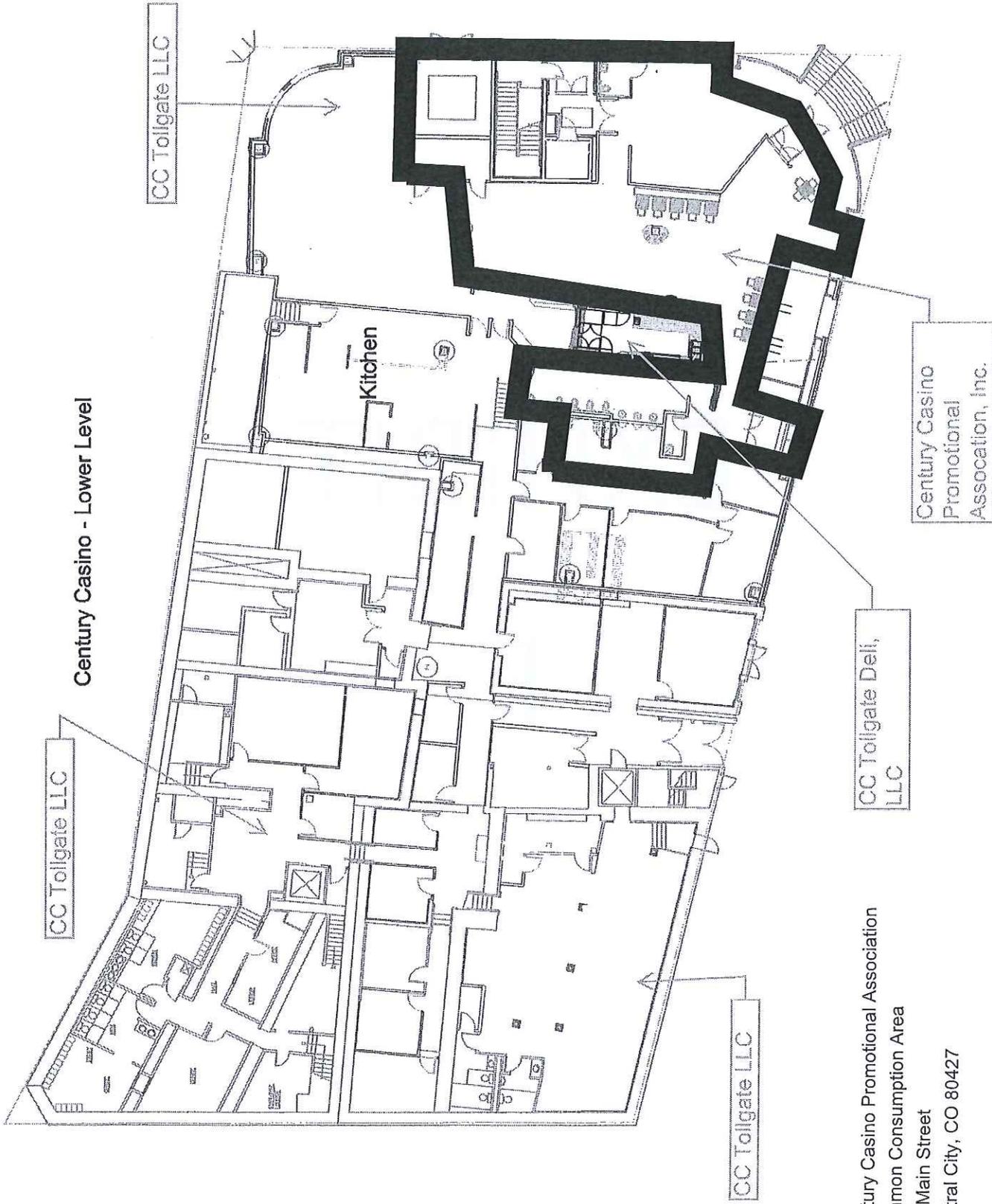
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Promotional Association/
Common Consumption Area Certification Request
Century Casino Promotional Association, Inc.
Attached Licensees

Licensee Name	DBA	License Number	Address	List of any Past Violations
CC Tollgate LLC	Century Casino	42-33022-0000	102 Main Street Central City, CO 80427	None
CC Tollgate Deli, LLC	Deli Tavern	Pending	102 Main St. Suite A Central City, CO 80427	None

EXHIBIT

F



Century Casino - Lower Level

CC Tollgate LLC

CC Tollgate LLC

Kitchen

CC Tollgate Deli,
LLC

Century Casino
Promotional
Association, Inc.

CC Tollgate LLC

Century Casino Promotional Association
Common Consumption Area
102 Main Street
Central City, CO 80427

EXHIBIT

G

LEASE

THIS LEASE, dated _____, is between _____ CC Tollgate LLC _____,

the Landlord, and _____ Century Casino Promotional Association, Inc. _____ the Tenant.

The Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Tenant, does hereby lease to the Tenant, the premises situate in the _____ Central City, _____* County of _____ Gilpin _____, State of Colorado, described as follows:

102 Main Street, Suite B, Central City, CO 80427

Property Address

See attached for exact location on property.

Said premises, with the appurtenances, are to be leased to the Tenant from _____ December 1st, 2015 _____,

Date

until _____ December 1st, 2020 _____; at and for a rental of \$ _____ \$600 _____, payable in monthly

Date

installments of \$ _____ \$10 _____, in advance, on or before the _____ 1st _____ day of each and every month during the term of this lease at the office of the Landlord or as the Landlord may direct in writing. The Tenant further covenants with the Landlord that Tenant has received said premises in good order and condition, and at the expiration of the term of this lease will yield up said premises to the Landlord in as good order and condition as when the same were entered upon by the Tenant, loss by fire, inevitable accident and ordinary wear excepted, and will keep said premises in good repair during said term at Tenant's own expense.

IT IS FURTHER AGREED by the Tenant that no part of the premises will be sublet, nor will this lease be assigned, without the written consent of the Landlord being first obtained. Tenant will not use nor permit the premises to be used for any purposes prohibited by the laws of the United States or of the State of Colorado or the ordinances of the city or town in which the premises is located.

IT IS MUTUALLY AGREED that if, after the expiration of this lease, the Tenant shall remain in possession of said premises and continue to pay rent without a written agreement as to such possession, then the Tenant shall be regarded as a tenant from month to month at a monthly rental payable in advance equivalent to the last month's rent hereunder, and subject to all the terms and provisions of this lease.

IT IS FURTHER MUTUALLY AGREED that in case said premises are left vacant and any part of the rent herein reserved be unpaid, then the Landlord may, without in any wise being obligated to do so and without terminating this lease, re-take possession of said premises and rent the same for such rent and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

IT IS AGREED that if the Tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein contained to be performed by the Tenant, which default shall be uncorrected for a period of three (3) days after Landlord has given written notice pursuant to applicable law, Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the term of the lease ended; (b) terminate the Tenant's right to possession of the premises and reenter and repossess the premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all available remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law [13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.] which is incorporated by this reference, in the event repeated or substantial default(s) under the lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above listed remedies.

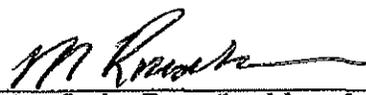
*Insert "City and" where applicable



This lease shall be subordinate to all existing and future security interests on the premises. All notices shall be in writing and be personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties at the address immediately below their signature. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by both parties. This lease shall be binding on the parties, their personal representatives, successors and assigns. The singular shall be deemed to include the plural.

Additional provisions:

Landlord: 
CC Tollgate LLC

Tenant: 
Century Casino Promotional Association, Inc.

Address: 102 Main Street, Central City, CO 80427

Address: 102 Main Street, Central City, CO 80427

GUARANTEE

For value received, I guarantee the payment of the rent and the performance of the covenants and agreements by the Tenant in the within lease.

Dated: _____

ASSIGNMENT AND ACCEPTANCE

For value received _____, assignor, assigns all right, title and interest in and to the within lease to _____, assignee, the heirs, successors and assigns of the assignee, with the express understanding and agreement that the assignor shall remain liable for the full payment of the rent reserved and the performance of all the covenants and agreements made in the lease by the Tenant. The assignor will pay the rent and fully perform the covenants and agreements in case the assignee fails to do so. In consideration of this assignment, the assignee assumes and agrees to make all the payments and perform all the covenants and agreements contained in the lease, agreed to by the Tenant.

Dated: _____

CONSENT OF ASSIGNMENT

Consent to the assignment of the within lease to _____ is hereby given, on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the Tenant as herein mentioned, and that no further assignment of said lease or sub-letting of the premises, or any part thereof, shall be made without further written agreement.

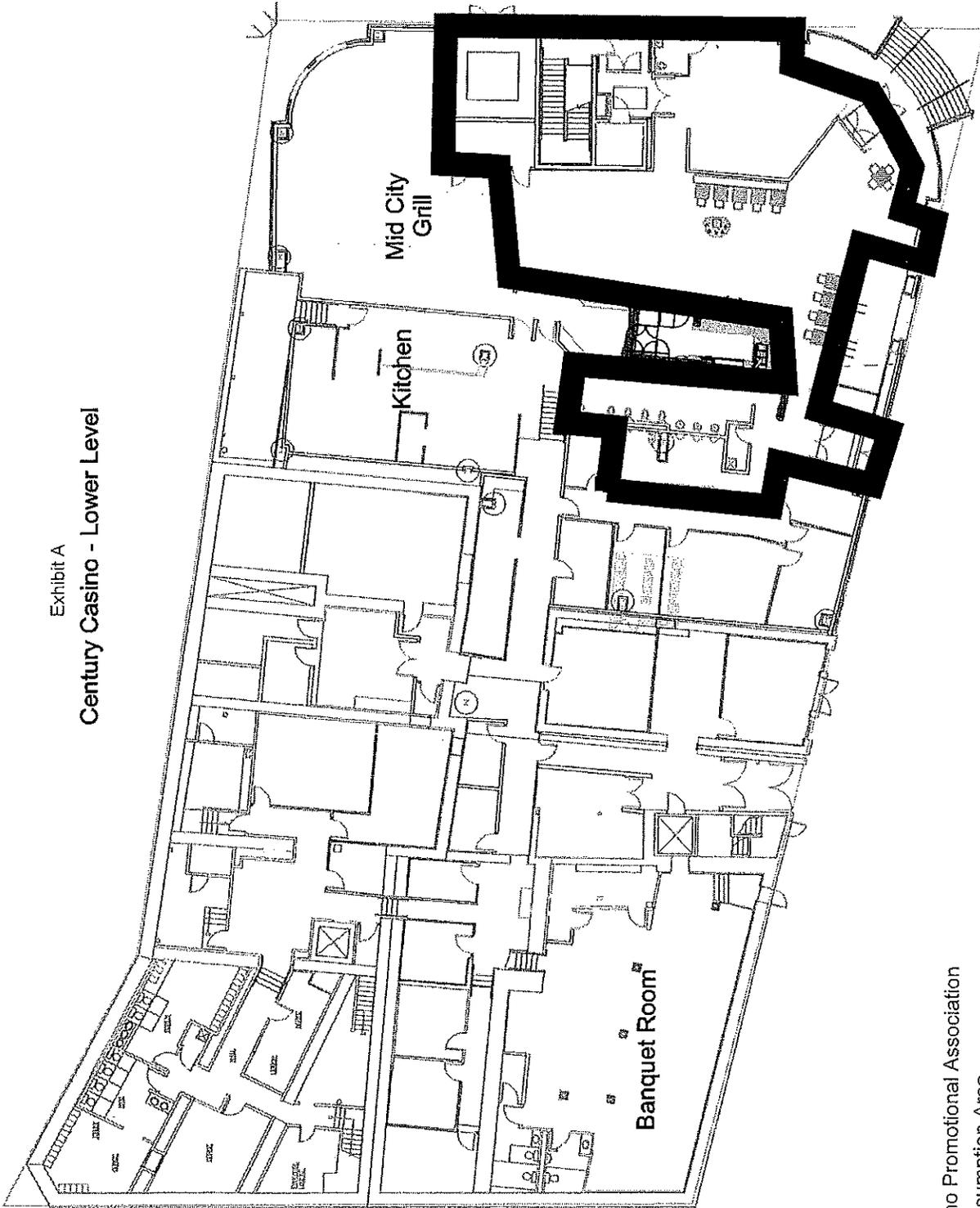
Dated: _____

LANDLORD'S ASSIGNMENT

In consideration of One Dollar, in hand paid, I hereby assign to _____
my interest in the within lease, and the rent therein reserved,

Dated: _____

Exhibit A
Century Casino - Lower Level



Century Casino Promotional Association
Common Consumption Area
102 Main Street, Suite B
Central City, CO 80427

EXHIBIT

H



DILL DILL CARR STONBRAKER & HUTCHINGS, P.C.

455 Sherman Street, Suite 300
Denver, Colorado 80203
Phone: 303-777-3737
Fax: 303-777-3823
www.dillanddill.com

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Daniel W. Carr
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Adam P. Stapen
Jon Stonbraker
Craig A. Stoner
Frank W. Suyat
Patrick D. Tooley
Ghislaine G Torres Bruner³
Arthur H. Bosworth, II, of Counsel

VIA Email and FedEx

November 19, 2015

Reba Bechtel
City of Central
141 Nevada Street
Central City, CO 80427

Re: PROMOTIONAL ASSOCIATION APPLICATION
Century Casino Promotional Association, Inc.
102 Main Street, Suite B, Central City, CO 80427
Attorney: Kevin Coates
Paralegal: Brent Eads

Dear E&L:

Kevin Coates, of the law firm of DILL DILL CARR STONBRAKER & HUTCHINGS, P.C., hereby enters his appearance on behalf of the above-named Applicant and requests all communications and correspondence regarding this matter to be directed to Kevin Coates and/or his paralegal, Brent Eads.

Therefore, on behalf of our client, Century Casino Promotional Association, Inc., we respectfully submit this application for the certification of a common consumption area at 102 Main Street, Suite Central City, Suite B, CO. 80427.

Thank you for your assistance with this matter. If you have any questions or need additional information, please contact Brent at (303)282-4111 or by e-mail at beads@dillanddill.com.

Sincerely,

A handwritten signature in black ink that reads "Brent Eads". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Brent Eads
Paralegal
beads@dillanddill.com
303-777-3737

¹ Also licensed in Washington
² Also licensed in Nevada
³ Also licensed in Florida



AGENDA ITEM #8

CITY COUNCIL COMMUNICATION FORM

FROM: Daniel R. Miera, City Manager

DATE: December 1, 2015

ITEM: Ordinance 15-10 An Ordinance of the City Council of the City of Central Colorado Amending Article V of Chapter 6 of the Central City Municipal Code Regarding Gaming Device Fees

NEXT STEP: Schedule second reading/public hearing of Ordinance for Tuesday, December 15, 2015 at 7:00 p.m.

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** In 2011, the City Council approved Ordinance 11-16 to impose a marketing device fee in the amount of \$5.00 per month per device in order to fund advertising and marketing costs incurred by the CCBID. In 2012, the City Council approved Ordinance 12-12 that extended the same marketing device fee for calendar year 2013. In 2013, the City Council approved Ordinance 13-17 that extended the marketing device fee for calendar year 2014, with the ability to vary or adjust the marketing fee up to \$7 per device per month. In 2014, the City Council approved Ordinance 14-08 that extended the marketing device fee for calendar year 2015, with the ability to vary or adjust the marketing fee up to \$7 per device per month.

The “adjustable” marketing device fee approved in 2014 via Ordinance 14-08 is set to expire on December 31, 2015, unless Council approves an extension of the marketing device fee. Ordinance 15-10 (attached hereto) extends the marketing device fee through calendar year 2016.

- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Ordinance No. 15-10 on first reading and set a public hearing and second reading of the Ordinance to a time and date certain. Currently, it is anticipated that second reading of the Ordinance will occur on Tuesday, December 15, 2015.

III. **FISCAL IMPACTS:** The amount of the monthly device fee will be determined by the current number of devices within the City and the total projected amount needed by the CCBID to cover marketing expenses. The CCBID and the City Manager and/or Finance Director will establish a maximum budget amount that will be used in conjunction with the monthly device count to ensure that the appropriate amount is collected through the adjustable marketing device fees. However, the CCBID has requested the adjustable fee be established at \$7.00 for FY 2016, and the proposed Ordinance reflects such.

Currently, the proposed 2016 Budget allocates a total of \$154,283 (similar to the 2015 allocation) for CCBID marketing and events. This is the amount that is projected to be collected from marketing related device fee collections during the year.

IV. **BACKGROUND INFORMATION:** Please see Section I, above, and Ordinance No. 15-10, a copy of which is attached to this Communication Form.

V. **LEGAL ISSUES:** None

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

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

- (1) Adopt Ordinance No. 15-10 on first reading, as it 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.

**CITY OF CENTRAL, COLORADO
ORDINANCE 15-10**

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

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

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

WHEREAS, the City currently imposes and collects a monthly gaming device fee in the amount of \$22.08 per month to fund transportation improvements, including but not limited to facilities and improvements necessary to provide public transportation services within the City; and

WHEREAS, as authorized by Ordinance 11-16 (the "Prior Ordinance"), the City also imposes and collects a monthly gaming device fee (the "Marketing Fee") in order to fund certain advertising and marketing costs incurred by the Central City Business Improvement District (the "CCBID"); and

WHEREAS, the Marketing Fee was extended for calendar year 2013 by Ordinance 12-12; and

WHEREAS, the Marketing Fee was extended for calendar year 2014 by Ordinance 13-17; and

WHEREAS, the Marketing Fee was extended for calendar year 2015 by Ordinance 14-08; and

WHEREAS, the Marketing Fee, as extended by Ordinance 14-08, is scheduled to expire on December 31, 2015; and

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

WHEREAS, City Council desires to extend the Marketing Fee in order to fund the continuation of CCBID advertising and marketing efforts during calendar 2016; and

WHEREAS, the City Council desires to stipulate that the Marketing Fee may fluctuate from a base of \$5.00 per month per device to a maximum of no more than \$7.00 per month per device in order to ensure that sufficient revenues will be raised to pay for the CCBID advertising and marketing efforts; and

WHEREAS, the primary beneficiaries of the CCBID marketing efforts will be the casinos located within the boundaries of the authorized gaming areas of the City; and

WHEREAS, the casinos have approached the City and the CCBID and have committed to continuing to pay an increased monthly gaming device fee in the amount of \$29.08 per month, representing an increase of \$7.00 per device per month to be allocated to the City's costs associated with the planned advertising and marketing efforts of the City; and

WHEREAS, the City Council desires to amend the gaming device regulations in order to recognize the new voluntary marketing contribution.

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

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

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

(a) In addition to, and separate and apart from, the license fee imposed under this Article, each gaming establishment shall be required to pay a monthly device fee for each gaming device operated within a gaming establishment. The purposes of the device fee are: (1) to assist the City in paying costs for transportation services and improvements that are necessary and are a result of and roughly proportionate to the impacts on the City of limited gaming; and (2) to assist the City in funding certain marketing and advertising costs in calendar year 2016 that are related to promoting the limited gaming industry. The monthly device fee is directly related to the need for increased transportation services and improvements necessary to serve the customers, employees and users of gaming establishments, the need for advertising and marketing efforts to promote the limited gaming industry within the City, and will provide a significant and proportional benefit to such businesses.

(b) That portion of the device fee allocated to transportation improvements (the "Transportation Fee") shall be twenty-two dollars and eight cents (\$22.08) per month for each gaming device. In order to ensure sufficient revenue collections, that portion of the device fee allocated to advertising and marketing expenses (the "Marketing Fee") shall be adjustable based upon the number of gaming devices in operation and the amount of revenue needed. The base Marketing Fee shall be five dollars (\$5.00) per month for each gaming device and the maximum Marketing Fee shall be seven dollars (\$7.00) per month for each gaming device. The adjustable Marketing Fee for each gaming device shall be effective through December 31, 2016, unless an extension of the same is approved by ordinance of City Council. If no extension of the Marketing Fee is approved by City Council, the device fee shall be reduced to twenty-two dollars and eight cents (\$22.08) commencing January 1, 2017.

(1) Revenues collected from imposition of the Transportation Fee shall be used for transportation services and improvements primarily serving or benefitting the gaming areas, and shall not be used for other general operating expenses of the City.

(2) Revenues collected from imposition of the Marketing Fee shall be used exclusively to defray the costs of advertising and marketing that are expected to be provided pursuant to an intergovernmental agreement between the City and the Central City Business Improvement District (“CCBID”), and shall not be used for general operating expenses of the City.

(3) The amount of the Marketing Fee shall be determined each month by the City Manager based upon the current number of gaming devices in the City and the expected amounts of the costs of advertising and marketing for 2016.

(c) Notwithstanding the foregoing requirement to pay a monthly device fee to assist the City with providing transportation services and improvements and funding advertising and marketing expenses, the City Council is authorized to establish incentive programs wherein such device fee may be temporarily waived or reduced on such terms and conditions as set forth by resolution of City Council.

(d) All revenues collected by the City from the Marketing Fee may be remitted to the CCBID or paid to the CCBID’s contractors pursuant to the terms of an intergovernmental agreement by and between the City and the CCBID, which agreement shall memorialize the advertising and marketing efforts to be provided by the CCBID, or shall otherwise be appropriated and spent by the City as approved by City Council.

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

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

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

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

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the 1st day of December, 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 15th day of December, 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 December 3, 2015.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on December 17, 2015.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel City Clerk



AGENDA ITEM # 9

CITY COUNCIL COMMUNICATION FORM

FROM:  Ray W. Rears, Community Development Director
CC: Daniel Miera, City Manager
DATE: December 1, 2015
ITEM: Central City Development Plan – DOLA Energy & Mineral Impact Assistance Fund Grant - Contract
NEXT STEP: Council Action on DOLA Contract

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Move to direct the Mayor to sign the grant contract (attached), and enter into an agreement between the State and City to hire a consultant or consultants to update the Central City Comprehensive Plan (comp) and Land Use Code (code).

II. BACKGROUND INFORMATION:

Earlier this year the City applied for and received a grant from the State of Colorado Department of Local Affairs (DOLA) through the Energy and Mineral Impact Assistance Fund. The total award for the grant is \$200,000, with up to \$100,000 originating from City funds matched 1:1. The funds would be used to hire a consultant or consultants to update the Central City Comprehensive Plan (comp) and Land Use Code (code). The project must be completed by January 31, 2017.

If the City agrees to the contract, staff will prepare a Request for Proposal (RFP), soliciting bids from a qualified consulting firms to perform the work. Staff would expect work to start on this project in January 2016 following the selection of the consulting firm.

III. FISCAL IMPACTS:

City funds up to \$100,000 would be devoted to this project in the 2016 budget. Increased payments to Planning Commission members for participation during work sessions is expected and proposed in the 2016 budget.

IV. RECOMMENDED ACTION / NEXT STEP:

The City is in need of updating the comp plan, which was last updated in 2003. In conjunction with the comp plan revision, the code (Chapter 16 of the City of Central Municipal Code) is also in need of updates, since any updates made should reflect the direction set in the new proposed comp plan so it can be flexible to the needs of the business community, residents and in harmony with the historic significance and integrity of the City. It is staff's intention to work closely with the consultants hired for this important task and that the Council, Planning Commission and public are fully informed of this activity and encouraged to participate throughout this process. Several special meetings with the Planning Commission are expected.

The comp plan needs to be updated to guide redevelopment, meet community growth needs and revitalize the business core needs. This plan is the overall planning policy document for the City and is the basis for the Cities capital improvement plan which is required to address major issues including preservation of historic areas, repair of critical infrastructure, planning for both residential and commercial growth, while integrating various (previously prepared) plans/studies (e.g. transportation, parks, impact, parking etc.) into one overall plan addressing all the land use needs of the City.

Staff alone would be unable to update both plans in the relatively short time required as part of this grant and as desired by the City.

V. LEGAL ISSUES: None

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None

VII. SUMMARY AND ALTERNATIVES:

1. Move to direct the Mayor to sign the contract.
2. Table for further discussion and negotiation.
3. Refuse to sign the contract.

GRANT AGREEMENT

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

CITY OF CENTRAL CITY

Summary

Award Amount: \$100,000.00

Identification #s:

Encumbrance #: F16S8043 (*DOLA's primary identification #*)
Contract Management System #: 84594 (*State of Colorado's tracking #*)

Project Information:

Project/Award Number: 8043
Project Name: Central City Development Plan
Performance Period: Start Date: _____ End Date: 1/31/2017
Brief Description of Project / Assistance: The City of Central City shall hire a consultant to update the Central City comprehensive plan and land use code.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
Funding Account Codes: _____

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1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between the CITY OF CENTRAL CITY (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to *(see checked option(s) below)*:

- A. The Effective Date.
- B. The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C. insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and **Exhibit B**.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Scope of Project)
- iii. Exhibit E (Project Performance Plan)
- iv. Exhibit G (Form of Option Letter)

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in §2 above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project

“Project” means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and **Exhibit B**.

O. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

U. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

Unless otherwise permitted in §2 above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **January 31, 2017** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$100,000 (ONE HUNDRED THOUSAND DOLLARS AND XX/100)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with §4.4 of Exhibit B. For line item adjustments over 10% but less than 24.99% (a “Minor Line Item Adjustment”) which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit G (each an “Option Letter”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. Overall Budget Adjustments.

Modifications to the overall Budget shall be made in accordance with §4.5 of Exhibit B. For overall Budget adjustments less than 24.99% (a “Minor Budget Adjustment”) which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. Setting Final Initial Budget.

All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with §4.5.1.1 of Exhibit B. If such True-up Budget Proposal (as such term is defined in §4.5.1.1 of Exhibit B) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Matching/Leveraged Funds

Grantee shall provide matching and/or leveraged funds in accordance with Exhibit B.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in Exhibit B.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §16 (Notices and Representatives), within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this §8.C shall constitute a material breach of this Grant.

D. Noncompliance

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section shall | shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder’s Risk Insurance

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee’s, Subgrantee’s and Subcontractor’s services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,
- iv. Additional Insured**
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. Primacy of Coverage**
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. Cancellation**
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.
- vii. Subrogation Waiver**
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in Exhibit E – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under Exhibit B. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or

performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State’s directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee’s performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee’s actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee’s employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State’s best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State’s option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Ron Engels, Mayor
City of Central City
PO Box 249
Central City, Colorado 80427
Email: mayor@cityofcentral.co

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section shall | shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State’s exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative

works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section shall | shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
 - i. That he or she is a United States citizen or legal permanent resident; or
 - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section shall | shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

- a) Approval by Division Director
The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of Exhibit B and the Principal Representative in §16.
- b) Approval by DOLA Controller
The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

GRANTEE CITY OF CENTRAL CITY	STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS
By: _____ Name of Authorized Individual (print)	By: _____ Irv Halter, Executive Director
Title: _____ Official Title of Authorized Individual	Date: _____
_____ *Signature	
Date: _____	PRE-APPROVED FORM CONTRACT REVIEWER
	By: _____ Bret Hillberry, State Grants Program Manager
	Date: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER Robert Jaros, CPA
By: _____ Janet Miks, CPA, Controller Delegate
Date: _____

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC 552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The City of Central City shall hire a consultant to update the Central City comprehensive plan and land use code.

2.2. Work Description. The City of Central City (Grantee) shall contract for an update to the Central City comprehensive plan that will include zoning code revisions, development code updates, a fiscal plan, and recommendations for each section of the comprehensive plan. The comprehensive plan will include hazard mitigation, goals, and courses of action for future growth in the city and adjacent lands while seeking community input. The Grantee will own the resulting report(s).

2.2.1.A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1.Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: consultant services to update the comprehensive plan, land use code updated based upon the new comprehensive plan, updated zoning and development code, market analysis and feasibility, and impact analysis of development opportunities in the planning area.

2.6. Cost Savings. Cost Savings derived while completing the Project shall be:

2.6.1. split on a pro-rata basis between the State and Grantee

2.6.2. returned to the State

3. DEFINITIONS

3.1. "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

3.2. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this Exhibit B.

3.3. Project Budget Line items.

3.3.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

3.4. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is the City of Central City will receive an updated comprehensive plan including land use, zoning, and development code updates with fiscal recommendations.

- 4.2. Service Area.** The performance of the Work described within this Grant shall be located in Central City.
- 4.3. Performance Measures.** Grantee shall comply with the performance measures detailed in **Exhibit E**.
- 4.4. Budget Line Item Adjustments.** Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- 4.4.1.** Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.
- 4.4.2.** All changes to individual budget line amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a "**Minor Line Item Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(i)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.
- 4.4.3.** All changes to individual budget line amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.
- 4.4.4. Signature Authority.** All Grantee notices and requests submitted to DOLA pursuant to this **§4.4** (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.
- 4.5. Overall Budget Adjustments.**
- 4.5.1.** All changes to the overall Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(ii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.
- 4.5.1.1. Exception for Setting Final Initial Budget.** Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(iii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this **§4.5.1.1** is only permitted once under this Grant.
- 4.5.2.** All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall

include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this §4.5 (each a “Budget Proposal”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

4.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

4.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

5.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Daniel Miera, City Manager** manager@cityofcentral.co, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel: None. Such key personnel shall be updated through the approval process in §5.1.

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. Matching Funds. Grantee shall provide the required (*see checked item*) Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Consultant Services	\$200,000	\$100,000	\$100,000	Grantee
Total	\$200,000.00	\$100,000.00	\$100,000.00	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$95,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$5,000	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$100,000	

7.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

City of Central City
 PO Box 249
 Central City, CO 80427

7.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this Exhibit B.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding

certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. **CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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To: Mayor and Council
From: Daniel R. Miera, City Manager
Date: December 1, 2015
Re: Staff Report

❖ **General**

- Conducted regular Staff Meetings (Weekly Management Team Meeting).
- Various meetings with council members, staff, and community members.
- Attended Rotary Meetings.
- Observed the Veteran's Day and Thanksgiving Day holidays.
- Upcoming (Tentative) Meeting Dates:
 - Tuesday, December 1st – Budget Work Session (6pm) / Regular Meeting (7pm)
 - Tuesday, December 8th – Budget Work Session (6pm)
 - Tuesday, December 15th – Budget Work Session (6pm) / Regular Meeting – Final Budget Adoption (7pm)

❖ **Legal**

- Worked with City Attorney Maureen Juran to continue finalizing the details of the IGA with Black Hawk (Joint Transportation Program).
- Continued working with City Attorney McAskin and other contractors to conduct a Phase 1 Environmental Assessment, as well as other investigative matters (title work, etc.).
- Continued working with the City Water Attorneys on water rights issues / cases.
- Worked with Attorneys and CIRSA on some pending personnel issues, as well as a previous General Liability claim.

❖ **Community Development / Planning**

- Participated in the New Mobility West Transportation Study Meetings (2 days).
- Participated in the Annual Colorado (DOLA) Main Street Visit (City Hall).
- Met with the Representative from Blue Spruce Investment Corp. (i.e. GF Gaming) to discuss current and future plans for the Knights of Pythias Building.

❖ **Intergovernmental**

- Met with one of the bondholder representatives (BID).
- Attended a BID Board Meeting with the bondholder representative.
- Attended the MCCMA Meeting at CML.

❖ **Information Technology**

- The Community Development Department is working to refine or otherwise improve the contract(s) for the City's IT Services.

❖ **Public Services**

- Worked with Public Works Director Hoover to process the necessary documents to extend the CCP FEMA project through mid-year 2016.

City Clerk's Office

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

From: Reba Bechtel, City Clerk

Date: December 1, 2015

Re: Bi-weekly Report

- Prep for Regular Council meeting
- Work on upcoming special election for the vacant council seat-nomination petitions closed 11/23 with 3 candidates deemed sufficient: Bobbie Hill, Jeff Aiken, and Kara Tinucci. Monday, November 30 is last date for write-in candidates
- Prepped and attended and processed documents for Court 11/16
- Processed and issued the renewal for the Retail Gaming Tavern Liquor License for G F Gaming Corp dba Famous Bonanza at 107 Main Street
- Worked with Dill & Dill for new liquor license applications for Century Casino and Reserve Casino Hotel
- Processed and issued renewal for Retail Marijuana License to Green Grass and The Annies
- Misc information regarding: sign permits, special events, building permits, code questions, HP, records research, liquor, marijuana, and zoning information.

To: Daniel R. Miera, City Manager
Cc: Mayor and Council
From: Abigail R. Adame, Finance Director
Date: December 1, 2015
Re: Staff Report

➤ **Finance**

- Completed five days of training with Caselle. Accounts Payable and Payroll are now live. The check-listing being provided to Council was generated from the Check Register Report within Caselle. This report replaces the excel spreadsheet provided in the past.
- Processed Accounts Payable and Payroll.

➤ **Human Resources**

- Processed open-enrollment of benefits for employees.
- Filed three Notice of Loss claims through CIRSA.

To: Central City Council
From:  Ray W. Rears, Community Development Director
Date: November 12, 2015
Re: Department Update

Development

- 1) Sign Code Adopted on November 3rd
 - a. Reviewed new sign code
 - b. Two signs are in the process of being reviewed
 - c. Documentation of all existing signs is expected by the end of the month
- 2) Colvin Tract – Parking Lot – City of Black Hawk – Referral Agencies comment requested
- 3) Assisted with the New Mobility West project
- 4) Big T – Assisted the consultant hired to conduct an Environmental Assessment of the property
- 5) Reviewing RSM Partners proposal
- 6) Planning Commission Training confirmed for January

IT/Web/Audio Visual

- 1) The new website is live and updates are continuously being made
- 2) New videos will be available at the Visitor Center featuring St. James Church and the Opera House
- 3) Channel 20 – Updates and improvement will continue to be made

Historic Preservation

- 1) Staff met with County staff and the consultants SlaterPaull at the Belvidere Theatre as they start their Historic Structure Assessment
- 2) Women In Mining Sign –asked Harv Mastalir for a quote to restore the sign. Mr. Mastalir informed staff that the sign is not repairable. Reported information to informant. The sign does not belong to the City but is currently at the Boodle after City staff removed the sign after being damaged.

Code Enforcement

- 1) Met with resident along Spring Street regarding reported issues. A case was opened and a letter was sent to the owner (CE 15-01)

To: Central City Council
From:  Ray W. Rears, Community Development Director
Date: December 1, 2015
Re: Department Update

Community
Development
Department

Development

- 1) Signs
 - a. One sign approved
 - b. Two signs are in the process of being reviewed
 - c. Documentation of all existing signs is expected by the end of the month
- 2) Colvin Tract – Parking Lot – City of Black Hawk – Referral Agencies comment requested –
 - a. Planning Commission Hearing on January 6, 2016 and the City Council Hearing on January 19, 2016
- 3) Parkway KOA Access work progressing
- 4) Worked with the DOLA Main Street Program
- 5) Regional Planning Commission Training confirmed for January 13th
- 6) Comprehensive Plan / Zoning Code – DOLA Grant Review. Staff is requesting the City sign the contract so the RFP can be prepared and posted
- 7) Established quarterly breakfasts with the Planners from Black Hawk and Gilpin County

IT/Web/Audio Visual

- 1) The new website is being updated
- 2) Channel 20 – Updates and improvement will continue to be made
- 3) Central City Ap work is progressing
- 4) RFP – IT services will be posted soon

Historic Preservation

- 1) Staff is working with SlaterPaull regarding the Belvidere Theatre as they work on the Historic Structure Assessment

Code Enforcement

- 1) Case (CE 15-01 – Spring Street) remains open

Events / Marketing

- 1) Discussion of events throughout the year are starting
- 

To: Mayor Engels, City Council, and City Manager

From: Sam Hoover, Public Works Director

Date: November 12, 2015

Re: Bi-weekly Report

- Plowed and sanded after two snow storms
- Removed snow from downtown area
- Repaired steps that go from Eureka St to Bankers Row and 1st High
- Installed handrails at the Visitors Center on the inside of the doors
- Worked with consultants on the transportation plan
- Contractors striped FEMA construction sites on the Parkway
- Roger Delgado started his employment with Public Works

To: Mayor Engels, City Council, and City Manager

From: Sam Hoover, Public Works Director

Date: November 24, 2015

Re: Bi-weekly Report

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

- Trained two new staff members in routine activities and snow removal activities
- Performed snow removal activities including the removal of snow from the downtown area
- Inspected holiday decorations in preparation of the holiday season
- Replaced/repared various signs and reflectors in town and on the Parkway
- Completed a street inventory that includes the general condition of roadways maintained by the City to be used in a Pavement Management Program
- Started developing a Fleet Management System

Water Department



To: City Manager, Daniel Miera
From: Jason Nelson, Utility Director
Date: November, 2015
Re: Bi-Monthly Report

- **Utility Director** – The new Utility Director and Operator in Responsible Charge, Jason Nelson, along with Water Department Operator, Chrystal Ruby-Carrillo, have initially surveyed the City’s raw water reservoirs and dam, Water Treatment Plant, storage tanks, pumping stations, and distribution system. Assessments of mentioned infrastructure are being conducted in terms of operational protocol and optimal system wide performance. In the process of these assessments, future short and long term goals for Water Department Personnel will be generated.
- **Filter Backwash Alarms** – During week of November 1st, the Water Treatment Plants filters began experiencing backwash failure alarms. Water Department Personnel responded to the alarms and performed evaluations. It was determined that nothing mechanical seemed to be causing the failures. IT support was notified and a SCADA system analysis was conducted. The cause of the alarms was resolved and in the near future, further IT troubleshooting will be scheduled to prevent similar alarm malfunctions.
- **Doc Holliday Casino** – Water Department Personnel met representatives from Doc Holliday Casino on November 20th. It was requested that domestic water be turned on for the Casino. Water services were restored as Casino representatives ensured that there were no leaks within the facility.
- **The Water General** – With the appreciated assistance of City Hall Personnel, the Water General is fully operational in providing bulk water to our constituents.

MEMORANDUM

DATE: 24 November, 2015

TO: Daniel Miera / City Manager

FROM: Gary Allen / Fire Chief

RE: **Activity Report**

The Fire Department responded to 306 incidents as of 23 November, 2015 with 33 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.

Sunday 15 Nov, 2015 - 19:58 PM / Medical, 321 Gregory St.

Monday 16 Nov, 2015 - 04:55 AM / Medical, 321 Gregory St.

Monday 16 Nov, 2015 - 12:50 PM / Fire Alarm, 321 Gregory St.

Monday 16 Nov, 2015 - 14:44 PM / Medical, 132 Lawrence St.

Tuesday 17 Nov, 2015 - 22:56 PM / Medical, 415 Powder Run Drive

Wednesday 18 Nov, 2015 - 19:39 PM / Medical, 425 Mammoth View Lane

Saturday 21 Nov, 2015 - 17:24 PM / Fire Alarm, 321 Gregory St.

Sunday 22 Nov, 2015 - 02:29 AM / Medical, 425 Mammoth View Lane

Monday 23 Nov, 2015 - 09:58 AM / Fire Alarm, 415 Roworth Street

Monday 23 Nov, 2015 - 20:27 PM / Medical, Vernon Drive

Training

Conducted Rookie Firefighter training at station 2 on Monday night, 16 and 23 November.

Conducted regular department training at station 2 on 19 November on JPR 3D fire cause and origin.

Meetings

Meet with Jeff Pedersen with SEH on station design architecture for some conceptual drawings

Attend staff meetings at City Hall.

Met with a perspective new member and Lt. Susie Allen on goals.

Attended City Council meeting at City Hall.

Tried to attend a Transient task force meeting in Georgetown on 18 November, but due to snow storm that didn't happen.

Attend a TIMS (Traffic Incident Management System) training, given by CSP at Evergreen Fire's station 2 in Bergen Park on 18 November.

Attend the Metro Chiefs meeting in Westminster on 20 November at 07:00 AM.

Met with Sherry Arnold with Johnny Z's on an Emergency Action Plan for their business and am in the process of reviewing and commenting on such plan.

Apparatus

Command 31 (2006 Dodge 3500) developed a significant motor oil leak and found that the front main seal and timing chain gasket seal was leaking. Took truck to Christopher Dodge for repair. To fix this the front bumper, winch and radiators have to be removed. Truck has been out of service for a week.

Took R-31 (1993 Chevrolet 3500) back to Stevinson Chevrolet for a motor check and some items that were not acting right after getting the new motor in it.

Took C-32 (1993 Chevrolet Blazer) to the County Shop for some grinding noise in the rear-end. Found to be a pinion bearing going bad in the rear differential. Due to the age this may take some time to repair while looking for parts.

General

Work on Fire Alarm billing.

MEMORANDUM

DATE: 11 November, 2015

TO: Daniel Miera / City Manager

FROM: Gary Allen / Fire Chief

RE: **Activity Report**

The Fire Department responded to 296 incidents as of 11 November, 2015 with 33 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 1 Oct, 2015 - 19:40 PM / Medical, 102 Main St.

Friday 2 Oct, 2015 - 07:20 AM / Medical, 102 Main St.

Friday 2 Oct, 2015 - 18:27 PM / Medical, 114 – 116 Main St.

Saturday 3 Oct, 2015 - 06:31 AM / Haz-Mat, Gas odor investigation E. Fifth High St.

Saturday 3 Oct, 2015 - 18:01 PM / Medical, 118 Main St.

Saturday 3 Oct, 2015 - 19:22 PM / Medical, 109 Main St.

Saturday 3 Oct, 2015 - 21:26 PM / Medical, 102 Main St.

Sunday 4 Oct, 2015 - 18:48 PM / Fire Alarm, 141 Nevada St.

Tuesday 6 Oct, 2015 - 07:12 AM / Medical, E. Fourth High St.

Tuesday 6 Oct, 2015 - 08:48 AM / Fire Alarm, 141 Nevada St.

Tuesday 6 Oct, 2015 - 16:31 PM / MVA, MM 7.5 CCP

Tuesday 6 Oct, 2015 - 17:00 PM / MVA, MM 2.5 CCP

Wednesday 7 Oct, 2015 - 15:25 PM / Fire Alarm, 141 Nevada St.

Friday 9 Oct, 2015 - 13:46 PM / Medical, 321 Gregory St.

Saturday 10 Oct, 2015 - 01:36 AM / Fire Alarm, 321 Gregory St.

Saturday 10 Oct, 2015 - 11:22 AM / Fire – Wildland, MM 1.5 Hwy 119
Saturday 10 Oct, 2015 - 13:47 PM / Medical, Academy & Nevadaville Road
Sunday 11 Oct, 2015 - 14:52 PM / Haz-Mat, Fuel spill Lawrence, Main and Gregory
Monday 12 Oct, 2015 - 01:12 AM / Medical, 102 Main St.
Tuesday 13 Oct, 2015 - 14:16 PM / Medical, 321 Gregory St.
Wednesday 14 Oct, 2015 - 10:58 AM / Odor Investigation, 142 Lawrence St.
Wednesday 14 Oct, 2015 - 12:30 PM / Medical, St James St.
Wednesday 14 Oct, 2015 - 18:47 PM / Fire Alarm, 141 Nevada St.
Thursday 15 Oct, 2015 - 19:23 PM / MVA, MM 5 CCP
Friday 16 Oct, 2015 - 11:19 AM / Fire Alarm, 141 Nevada St.
Saturday 17 Oct, 2015 - 22:27 PM / Medical, 321 Gregory St.
Sunday 18 Oct, 2015 - 05:51 AM / Fire Alarm, 321 Gregory St.
Tuesday 20 Oct, 2015 - 10:27 AM / MVA, Virginia Canyon Rd.
Wednesday 21 Oct, 2015 - 00:13 AM / Fire Alarm, 321 Gregory St.
Wednesday 21 Oct, 2015 - 01:59 AM / Fire Alarm, Station 2
Friday 23 Oct, 2015 - 10:30 AM / Fire Alarm, 141 Nevada St.
Friday 23 Oct, 2015 - 19:33 PM / MVA, 123 Lawrence St.
Saturday 24 Oct, 2015 - 17:58 PM / Medical, 102 Main St.
Monday 26 Oct, 2015 - 10:38 AM / Fire Alarm, 141 Nevada St.
Tuesday 27 Oct, 2015 - 12:27 PM / Elevator Rescue, 102 Main St.
Wednesday 28 Oct, 2015 - 22:03 PM / MVA, 605 Lake Gulch Rd.
Saturday 31 Oct, 2015 - 22:33 PM / Medical, 321 Gregory St.
Sunday 1 Nov, 2015 - 09:00 AM / Medical, 410 Bobtail Hill Cir.
Monday 2 Nov, 2015 - 03:06 AM / Fire Alarm, 321 Gregory St.
Monday 2 Nov, 2015 - 13:25 PM / MVA, 2335 Bald Mountain Rd.
Monday 2 Nov, 2015 - 14:09 PM / Fire Alarm, 102 Main St.
Wednesday 4 Nov, 2015 - 08:26 AM / Medical, 321 Gregory St.
Saturday 7 Nov, 2015 - 11:53 AM / Fire Alarm, 321 Gregory St.

Sunday 8 Nov, 2015 - 00:30 AM / Medical, 132 Lawrence St.
Sunday 8 Nov, 2015 - 02:28 AM / Medical, 410 Bobtail Hill Cir.
Sunday 8 Nov, 2015 - 05:42 AM / Medical, 410 Bobtail Hill Cir.
Sunday 8 Nov, 2015 - 08:24 AM / Fire Alarm, 321 Gregory St.
Sunday 8 Nov, 2015 - 12:29 PM / Fire Alarm, 321 Gregory St.
Sunday 8 Nov, 2015 - 22:10 PM / Fire Alarm, 321 Gregory St.
Monday 9 Nov, 2015 - 05:57 AM / Medical, 422 Gregory St.

Training

Attend and conduct regular department training on the evening of 1 October, on extinguishing fires in stacked or piled incidents, JPR # 3H.

Attend and conduct regular department training on Saturday 3 October, on vertical and horizontal ventilation of burning structures, JPR #'s 3J & 3K.

Attended the CIAAI (Colorado Chapter of the International Association of Arson Investigators) training and conference held at Vail Cascade Resort in Vail from 14 October to 17 October.

Conducted monthly Truck & Station Maintenance at Station 1 and Station 2.

Attended monthly joint Medical training on 28 October at Timberline Fire Station #7.

Attend and conducted regular department training on Saturday 7 Nov, on extinguishing liquid fires and fire extinguishers, JPR #'s 3A & 3O

Conducted Rookie Firefighter class for two new recruits on Monday evening 9 November.

Meetings

Met with Daniel on the AFG Grant (\$80,000) that we received, but due to a years time frame passing the quote was outdated which resulted in a price increase of the equipment.

Attend the CCVFD Foundation meeting at station 1 on Sunday 4 October at 10:00 AM.

Attend staff meetings at City Hall.

Attend and conduct department interviews on three new member prospects with the department review board. Two of the three were brought on with one no show.

Attend City Council meetings at City Hall.

Met with Dirk Matthews with Gilpin County Facilities on construction needs for a gear washer extractor for station 2.

Attend the CCVFA Board meeting on 13 October at 18:30 to 22:00 and then drove to Vail for the CIAAI Fire Investigators training and conference at Cascade Resort for 4 days.

Met with Chief Glenn Levy on training issues & an EMT Class coming up in 2016.

Attend and conduct CCFD Officers meeting on the evening of 29 October at 18:00 PM.

Attend our County budget hearing for the county owned truck at station 2.

Attend CCVFA Foundation meeting at station 1 on Tuesday evening 10 November at Station 1.

Apparatus

Went to Fort Collins with Chief Taylor to pick up the new Command unit truck from SVI Manufacturing where it was getting graphics put on it and took it back to Summit in Commerce City as it was having a charging issue.

Picked up R-31 from Stevinson Chevrolet from the new motor install and took it to LAWS for the NFPA compliant rear chevron.

Took T-31 to the County shops for a major tune-up and motor repair.

Command 32 developed a grinding noise in the undercarriage like a carrier bearing or U-Joint going out. Will get that into the shop as soon as practicable.

Command 31 developed a motor oil leak coming from the front of the motor. It may be a main seal or an oil pan gasket leak which means the motor will need to be raised in order to fix it and it is scheduled to be looked at late this week or early next week.

General

Inspect and issue a burn permit for pile burns at a residence on Black Hawk Peak Road.

Inspect and issue a burn permit for a pile burn at a residence in Russell Gulch.

Fire Ban was lifted on Tuesday 6 October at 15:00 PM.

Went to Front Range Fire Apparatus in Fredrick to look at a problem that came up on B-31 with the transfer case and a possible rear main seal leak.

Conduct a fire inspection at Reserve Casino.

Attended the Gilpin School Homecoming parade on 16 October at 16:00 PM with E-31 and stood by for the game at 18:30 for safety issues pertaining to fireworks.

Attend the Gilpin School Trick or Treat street at 16:30 on 30 October until 19:30 when it concluded.

Do to Arvada to pick up a pickup load of Haz-Mat absorbent at Hill Petroleum.