

CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, February 16, 2016 @ 7:00 p.m.
141 Nevada Street, Central City, Colorado
AGENDA

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

7:00pm Council Meeting

1. Call to Order.
2. Roll Call. Mayor Ron Engels
Mayor Pro-Tem Kathy Heider
Council members Shirley Voorhies
Judy Laratta
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 February 11; and
City Council minutes: January 5 & 19, 2016.

Oath of Office: Jeff Aiken

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.

LOCAL LICENSE AUTHORITY – (Central City Retail Marijuana Store Licensing Authority)

7. Elise Kelcher dba Golden Nugget Dispensary, LLC 127 Main Street for a Retail Marijuana License (Bechtel)

ACTION ITEMS: NEW BUSINESS –

8. Resolution No. 16-06: A resolution appointing the Municipal Judge and extending the term and compensation for service. (Miera)
9. Resolution No. 16-07: A resolution of the City Council of the City of Central, Colorado approving an Intergovernmental Agreement with Black Hawk, Colorado for limited snow removal services. (Hoover)
10. Resolution No. 16-08: A resolution of the City Council of the City of Central, Colorado accepting and adopting the recommended fiscal year 2016 Classification and Compensation Plan and establishing implementation policies for fiscal year 2016. (Miera)

11. Resolution No. 16-09: A resolution of the City Council of the City of Central, Colorado approving a City Billboard Biennial Leasing Policy along the Central City (Casino) Parkway. (Rears)
12. Resolution No. 16-10: A resolution of the City Council of the City of Central, Colorado approving an Engagement Letter with the Law Firm of Michow Cox & McAskin, LLP to continue to provide legal services to the City.

REPORTS –

13. Staff updates –

COUNCIL COMMENTS - limited to 5 minutes each member.

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

EXECUTIVE SESSION –

Pursuant to C.R.S. Section 24-6-402(4)(e) for the purposes of developing strategies relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding property located on Nevada Street in Central City.

ADJOURN. Next Council meeting March 1, 2016.

Posted 2/12/2016

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

Check Issue Date	Check Number	Payee	Description	Amount
01/22/2016	130708	METRO CITY & COUNTY MANAGEMENT	Annual Membership Dues	75.00-
02/04/2016	130732	UNCC	RTL Transmissions	71.50-
01/19/2016	130756	Colorado Coach Transportation	Transportation Services for December	26,350.00
01/19/2016	130765	MEDVED	Maintenance due to fuel incident	1,486.37
02/04/2016	130766	Hayes, Floyd & Barbara	Refund Balance Per Final Utility Bill	.00
01/20/2016	130767	USA COMMUNICATIONS	Internet Svcs for Fire Dept.	111.89
01/22/2016	130768	AIRGAS USA LLC	Cylinder Rental	105.42
01/22/2016	130769	AIR-O-PURE PORTABLES	Portable Rental 12/10-01/07	200.00
01/22/2016	130770	ALPERSTEIN & COVELL PC	Professional Services for Water Litigati	2,256.00
01/22/2016	130771	ASSURANT EMPLOYEE BENEFITS	Employee Benefits for November	533.43
01/22/2016	130772	BORAL AGGREGATES	Salt & Squeegee	8,941.98
01/22/2016	130773	CARDMEMBER SERVICES	Credit Card Processing Fees	12,374.97
01/22/2016	130774	CENTURY CASINO	April Rebate	37,410.01
01/22/2016	130775	CITY OF BLACK HAWK	Command Vehicle Maintenance Fee	200.00
01/22/2016	130776	CLEAR CREEK SUPPLY CO. INC.	Couplers, Reducers & Copper Tee	13.94
01/22/2016	130777	COLORADO CODE CONSULTING	Consultation regarding 2015 code adop	1,450.00
01/22/2016	130778	Economic Strategies LLC	Professional Services for December 20	666.67
01/22/2016	130779	FRONT RANGE FIRE APPARATUS	Drain and refill fuel tank--Fuel Incident	716.88
02/04/2016	130780	GILPIN COUNTY	Oct-Dec Victim Services	.00
01/22/2016	130781	HOME DEPOT	Tape, Adapter & Fittings	981.12
01/22/2016	130782	J AND S CONTRACTORS SUPPLY CO.	Cantilever Arm Support & Cap Post	111.30
01/22/2016	130783	KOIS BROTHERS EQUIPMENT CO INC	SW-Clutch	219.46
01/22/2016	130784	MC CANDLESS INTL' TRUCKS INC.	Arm Regulator	325.65
01/22/2016	130785	MODULAR SPACE CORPORATION	Rental of Modular for Public Works	136.60
01/22/2016	130786	OFFICE STUFF, INC.	Cartridges	336.96
01/22/2016	130787	PROFESSIONAL MANAGEMENT	Pay and Classification Study	12,000.00
01/22/2016	130788	PROSPECTORS RUN HOA	November Snow Removal - Mack Road	1,600.00
01/22/2016	130789	Response Technologies	Election Ballots	933.90
01/22/2016	130790	REX OIL COMPANY	Diesel Fuel	1,918.61
01/22/2016	130791	RG AND ASSOCIATES LLC	Black Hawk Parking Lot Review	2,300.00
01/22/2016	130792	SPRINT	Lond Distance Charges	1.42
01/22/2016	130793	T AND D CAR WASH	Car Washes	52.80
01/22/2016	130794	TRANSUNION RISK & ALTERNATIVE	Investigation Tool for PD	19.50
01/22/2016	130795	USA COMMUNICATIONS	Internet Svcs for 400 Eureka St.	711.79
01/22/2016	130796	VERIZON WIRELESS	Cellular Service Nov 29-Dec28	1,403.80
01/22/2016	130797	WASTE MANAGEMENT OF DENVER	Refuse Collection for December	1,273.50
01/22/2016	130798	WEAR PARTS & EQUIPMENT CO.	Plow Blades	2,721.07
01/22/2016	130799	WEEKLY REGISTER CALL	Notice of Ordinances'	166.73
01/22/2016	130800	XCEL ENERGY	Connected Loads	12,860.78
01/22/2016	130823	DPC Industries, Inc.	Chlorine	18.00
01/28/2016	130824	Anna S. Buckman-Hart	Election Judge	100.00
01/28/2016	130825	Barbara A. Trick	Election Judge	100.00
01/28/2016	130826	BARBARA THIELEMANN	Judge for Election	100.00
01/28/2016	130827	CENTURY LINK	Telephone Services for January	3,102.09
01/28/2016	130828	JoAnn V. Kerr	Election Judge	100.00
02/01/2016	130829	COLORADO STATE TREASURER	Fourth Quarter State Unemployment Ta	1,133.81
02/04/2016	130830	Complete Business Systems of C, Inc.	IT services for January	20,184.25
02/04/2016	130831	DPC Industries, Inc.	Chlorine	18.00
02/04/2016	130832	GILPIN COUNTY	Oct-Dec Victim Services	1,000.00
02/04/2016	130833	Hayes, Floyd & Barbara	Refund Balance Per Final Utility Bill	.00
02/04/2016	130834	UTILITY NOTIFICATION CENTER	RTL Transmissions	.00
02/04/2016	130835	UTILITY NOTIFICATION CENTER	RTL Transmissions	71.50
02/04/2016	130836	Hayes, Floyd & Barbara	Refund Balance Per Final Utility Bill	660.00
Grand Totals:				159,333.70

**CITY OF CENTRAL
CITY COUNCIL MEETING
January 5, 2016**

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 January 5, 2016.

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

Mayor *pro tem* Heider moved to approve the consent agenda containing the City Council minutes for the meeting on December 15, 2015. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION

No one requested time to address the Council.

ACTION ITEMS: NEW BUSINESS

Annual Appointments:

- a. *Mayor Pro-Tem appointment* (Pursuant to City Charter, Section 3.5(b)).

Alderman Voorhies moved to retain Alderman Heider as Mayor Pro-Tem. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

b. Legal Publication for 2016

Alderman Voorhies moved to accept the Weekly Register-Call to be the Legal Publication for 2016. Mayor *pro tem* Heider seconded, and without discussion, the motion carried unanimously.

c. DRCOG Representative

Mayor *pro tem* Heider moved to appoint Mayor Engels as the DRCOG Representative. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

d. Gilpin Ambulance Authority Representative and Alternate

Alderman Voorhies moved to appoint Mayor *pro tem* Heider as the representative with City Manager Miera or his designee as alternate. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

e. I-70 Coalition Representative and Alternate

Mayor *pro tem* Heider moved to appoint Alderman Voorhies as the representative with City Manager Miera or his designee as alternate. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

f. Local Emergency Planning Committee (LEPC) Advisory Representative

Alderman Voorhies moved to appoint Alderman Laratta as the representative with City Manager Miera or his designee as alternate. Mayor *pro tem* Heider seconded, and without discussion, the motion carried unanimously.

Resolution No. 16-01: *A resolution designating the public place for posting of notices of regular and special meetings of local public bodies of the City.*

City Clerk Bechtel explained the proposed resolution is an annual event for posting places as required by Section 24-6-402(2)(c) C.R.S. This resolution is proposed with no changes from last year.

Mayor *pro tem* Heider moved to approve Resolution No. 16-01: A resolution designating the public place for posting of notices of regular and special meetings of local public bodies of the City. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No. 16-02: *A resolution of the City Council of the City of Central, Colorado approving an agreement with One Way, Inc. for residential trash disposal services.*

Public Works Director Hoover explained that the current one-year contract with One Way Inc. to provide residential trash collection and recycling service expired on December 31, 2015. The new contract includes the weekly collection of up to 128 gallons per household of trash at the current not to exceed amount of \$5,000 per month. Because of changes in the recycling industry including the loss of a rebate for hauling recyclable materials to the Boulder County Recycling Center, curbside recycling will cost an additional \$1,250 per month. Staff is asking Council to consider the desired level of service to be provided to the community in 2016.

In discussion, Council consensus reflected that it is important to encourage residents to recycle and therefore the City should fund the additional cost for 2016.

Alderman Voorhiess moved to approve Resolution No. 16-02: A resolution of the City Council of the City of Central, Colorado approving an agreement with One Way, Inc. for residential trash disposal services and to reflect a total contract amount for 2016 of \$73,750. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Resolution No. 16-03: A resolution of the City Council of the City of Central, Colorado approving a Professional Services Agreement with Colorado Code Consulting, LLC.

Community Development Director Rears explained that staff is requesting Council to approve the Professional Services Agreement for Colorado Code Consulting. There is no retainer fee for this agreement. Fees are collected based on a percentage of the permit fees (Building/Plan Review).

CCC has been the on-call building official for the City since 2003. Their fee schedule has remained unchanged since the City initially contracted with them. Due to other contracts they have with municipalities in the area, they are very responsive to requests for inspections and Colorado Code understands the unique character considerations for our historic buildings.

CDD Rears noted that before the end of 2016, we will plan to go to RFP for 2017.

Alderman Laratta moved to approve Resolution No. 16-03: A resolution of the City Council of the City of Central, Colorado approving a Professional Services Agreement with Colorado Code Consulting, LLC. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No. 16-04: A resolution of the City Council of the City of Central, Colorado approving extensions of engineering-related professional services agreements (JVA, Inc., Deere & Ault Consultants, Inc. and W2 Engineers, LLC).

Public Works Director Hoover explained that staff is requesting Council to approve the extensions of Engineering-Related Professional Services Agreements for JVA, Inc. (for City engineering services), Deere & Ault Consultants, Inc. (for on-call water rights related engineering services), and W2 Engineers, LLC (for on-call water engineering services). Based on each of the consultant's satisfactory performance and the ongoing need for engineering and water engineering services, the City desires to extend the term of the Prior Agreements through December 31, 2016 for the specific not to exceed ("NTE") compensation amounts specifically set forth in Section 1 of this Resolution.

City Manager Miera added that there is definite institutional knowledge within these firms that is important to the City. Alderman Heider moved to approve Resolution No. 16-04: A resolution of the City Council of the City of Central, Colorado approving extensions of engineering-related professional services agreements (JVA, Inc., Deere & Ault Consultants, Inc. and W2 Engineers, LLC). Alderman Laratta seconded, and without discussion, the motion carried unanimously.

STAFF UPDATES

Informational item for Professional Services – Geographic Information Systems (GIS) Services

Community Development Director Rears provided detail explaining that in order to provide better access and more accurate mapping to Council, City staff, citizens and developers, the City has entered into a contract with Digital Data Services, Inc. to provide Geographic Information Systems (GIS) Services for the 2016 calendar year.

A geographic information system will let us visualize, question, analyze and interpret data to understand relationships, patterns and trends. DDS has been contracted to provide these services for Gilpin County for the past few years. In that time they have greatly improved the parcel layers in terms of accuracy and amount of relevant information available to assist with making informed decisions.

Task 1: Data Creation

1. Create an accurate parcel coverage for the City.
2. Create an accurate city limits that illustrates all the annexations accurately.
3. Convert the Zoning maps into a GIS format.

Task 2: Central City Map Portal: Integrate the data from the County and Central City

Long-term Goals: Provide a shared City-wide platform to share data related to water/sewer lines, historic designation, geologic hazards, building permits, easements, code enforcement, police or fire calls, parcel boundaries, environmental considerations, grant history, flood plain, other public records on file etc.

City funds of up to \$20,000 would be devoted to this project in the 2016 from the Community Development Department budget "Other Professional Services" line item.

City Manager Miera referred to the staff reports in the packet and responded to Council questions regarding several items:

- 1) Shuttle Service: there have not been any comments regarding the change though larger signs are being made and information about the time schedule is added on the website
- 2) Job Opportunities: posted on the City website and Facebook and staff will add any job postings for their department to their staff report

COUNCIL COMMENTS

Alderman Voorhies noted that she has had questions regarding pressure for some property owners. Utilities Director Nelson explained that due to the line break in December on Lawrence, the City will rebuild the PR vaults in the next week which will solve this problem.

Alderman Laratta stated that she looks forward to improving the entrance into Central City in 2016 and get rid of the Do Not Enter sign.

PUBLICFORUM/AUDIENCEPARTICIPATION

Bobbie Hill, 132 Casey, would like to see more information on the website calendar.

EXECUTIVE SESSION

At 8:09 p.m., Mayor *pro tem* Heider moved to go into Executive Session pursuant to C.R.S. 24-6-402(4)(b) and (4)(e) to discuss specific legal questions regarding contract for services and for the purposes of developing strategies relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding City contract for services and to reconvene following the Executive Session to take any necessary action and continue the regular meeting agenda items. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

The next Council meeting is scheduled for January 19, 2016 at 7:00 p.m.

Ronald E. Engels, Mayor

Reba Bechtel, City Clerk

**CITY OF CENTRAL
CITY COUNCIL MEETING
January 19, 2016**

CALL TO ORDER

A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:04 p.m., in City Hall on January 19, 2016.

ROLL CALL

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

Absent: None

Staff Present: City Manager Miera
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.

LIQUOR LICENSE AUTHORITY

Johnny Z's Liquor – Modification of Premise for CC Gaming, LLC dba Johnny Z's Casino to reduce liquor premise on the 2nd floor by 109 sq feet from current liquor license/New Tavern Liquor License for Jan's Tavern, LLC dba Jan's Tavern at 132 Lawrence Street/ Johnny Z's Promotional Association and Common Consumption Area

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

Attorney McAskin explained that staff is requesting Council approval for Modification of Premise/ New Tavern Liquor License/Promotional Association and Common Consumption Area Permit for CC Gaming, LLC dba Johnny Z's Casino/Jan's Tavern, LLC dba Jan's Tavern at 132 Lawrence Street.

This is a 3 step approval with the Permanent Modification of Premise to reduce the liquor premise

on the 2nd floor by 109 sq ft, 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 Jan's Tavern, LLC dba Jan's Tavern at 132 Lawrence 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.

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.

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 December 16, 2015, John Zimpel, on behalf of Jan's Tavern, LLC dba Jan's Tavern filed an application for a new Tavern Liquor License for 132 Lawrence 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 January 7, 2016 and a sign was posted at the location of 321 Gregory Street on January 7, 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, December 18, 2015.

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.

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 **13** other liquor-licensed establishments within the previously established neighborhood boundaries:

Joe Behm, representative for Jan's Tavern and Johnny Z's Casino gave information about the security and training that is already in place within the casino.

Mayor Engels questioned the size of the new tavern at 109 sq feet and asked City Attorney McAskin to review this for size of the space.

Alderman Voorhies moved to approve a Modification of Premise for CC Gaming, LLC dba Johnny Z's Casino at 132 Lawrence Street. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Alderman Voorhies moved to approve a New Tavern Liquor License Jan's Tavern, LLC dba Jan's Tavern at 132 Lawrence Street with counsel review for appropriate size. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Alderman Voorhies moved to approve a Promotional Association and Common Consumption Area Permit for Johnny Z's Promotional Association, LLC. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

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

PUBLIC HEARING

Resolution No. 16-05: *A resolution of the City Council of the City of Central, Colorado conditionally approving a Special Review Use Permit for an automobile parking lot on property located within the Limited Community Commercial (LCC) Zone District and located northwest of the intersection of Gregory Street and High Street.*

Community Development Director Rears explained that the owner of the property, City of Black Hawk, is proposing to use the former Mountain Family Medical Clinic site and the vacant adjacent lot to the west for a surface parking lot. The entire site will be accessed from High Street (A City of Black Hawk Street) and includes regrading and paving the property to provide 79 (4 of which would be ADA compliant) parking spaces to accommodate the proposed redevelopment of Gregory Street.

During the Planning Commission Public Hearing held on January 6, 2016, the commission made a recommendation to Council to approve this Special Review use with the following conditions: Prior to issuance of a building permit or development permit and use of the property as an Automobile Parking Lot, the applicant shall comply with following conditions of approval:

- 1) Create a landscaping plan which is designed to offer some measure of screening between this site and Gregory Street
 - a. Such a plan must be found acceptable to the City's Community Development Director, to evidence compliance with requirement is section 16-7-80.
 - b. Landscaped island at the entry sign to the City.
 - c. Screening of the transformer.
 - d. Screening of the jersey barriers.
- 2) Provide appropriate signage and striping for a pedestrian crossing High Street to the existing sidewalk on the south side of Gregory Street. Signage shall be in compliance with Chapter 14, of the Municipal Code.
- 3) The Applicant shall secure a floodplain development permit from the City's Building Official in accordance with the requirements of Article VI of Chapter 18 of the City's Municipal Code.
- 4) A detailed site plan shall be submitted in a form acceptable to the City's Community Development Director, to evidence compliance with the design requirements set forth in Section 16-6-120 of the Municipal code and specifically subsection 1-7.
 - a. Access into the site shall be limited to no more than 24 feet wide.
 - b. Pedestrian accommodation shall be incorporated into the development.
 - c. Disabled parking space(s) shall be provided.
- 5) The site is required to be lighted. A detailed lighting plan to the City shall be submitted, in a form acceptable to the City's Community Development Director, to evidence compliance with requirements of Section 16-7-240, 16-6-120 (4), 16-6-120 (7)a
- 6) Alterations to the approval are limited to minor changes as described in Section 16-4-70 – Alterations of approved uses. The installation of any structure, shed, kiosk or gate is not considered minor and would require a full amendment to this permit.

As part of the approved action of the Planning Commission, they included language where their recommendation for approval would actually be for denial if lighting was not provided on-site to ensure public safety as permitted to them per section 16-4-60(a)3.

The applicant has not expressed interest in lighting the parking lot but to ensure compliance if the applicants choose to light the site the following condition was proposed to the Planning Commission.

5 – A detailed lighting plan shall be submitted to the City, in a form acceptable to the City's Community Development Director, to evidence compliance with requirements of Section 16-7-240 and 16-6-120 (4), prior to the installation of any lighting.

Staff following the Planning Commission's public hearing, reviewed the parking lighting requirements and after considerable effort found lighting of a surface parking area not explicated required. Additionally, lighting of the site could cause the greatest impact on residential neighbors above the location (The Casey), even with an approved lighting plan.

Staff is also requesting the following additional revisions to the recommended conditions of approval to address the following potential nuisances and to accommodate recent detailed revision proposed by the applicant regarding the collection boxes with the following:

- 1) That a Landscape Maintenance Agreement be in place prior to commencement of the use on site, ensuring the approved native plants survive and are replaced, as needed, ensuring the required buffer requirements are met into the future.
- 2) That an animal resistant trash container be placed in an accessible and screened location on site.
- 3) That two "Honor Fee Collection Boxes" be permitted in the approximate location shown on the attached revised site plan dated January 12, 2016. See Attachment.
- 4) That long-term parking or camping or storage of material be prohibited without prior approval from the Community Development Director.

Jack Lewis, Black Hawk City Manager spoke on behalf of the applicant. Manager Lewis described the project and clarified that the City of Central sign code requirements would not apply to property outside the Central City limits. Manager Lewis also commented that there is no requirement for lighting of the site in the City code.

Mayor Engels opened the Public Hearing at 7:32p.m.

Jack Hidahl spoke in opposition to the proposal requesting the council deny the application because the applicant's project impacts should be contained within the City of Black Hawk, that the highest and best use of the property was not for a parking lot and that the traffic impact study should be performed.

Ed Smith requested his food delivery trailer be permitted on the site, since it will be permanently parked in the parking area; once completed.

Hearing no further comment, Mayor Engels closed the Public Hearing at 8:05.

A discussion ensued regarding the proposal. Alderman Voorhies confirmed to Council her request to have the site lighted in the interest of public safety which was supported by comments made by Alderman Laratta and Mayor *pro tem* Heider. Rears confirmed during the hearing that Mr. Smith's trailer could be accommodated on the site, under the authority granted to the Community Development Director, based on the general consensus of Council's desire to permit it.

Alderman Voorhies moved to approve the Planning Commission recommendation, Resolution No. 16-05 A resolution of the City Council of the City of Central, Colorado conditionally approving a Special Review Use Permit for an automobile parking lot on property located within the Limited Community Commercial (LCC) Zone District and located northwest of the intersection of Gregory Street and High Street with the following four additional staff recommended conditions:

- 1) That a Landscape Maintenance Agreement be in place prior to commencement of the use on site, ensuring the approved native plants survive and are replaced, as needed, ensuring the required buffer requirements are met into the future.
- 2) That an animal resistant trash container be placed in an accessible and screened location on site.
- 3) That two "Honor Fee Collection Boxes" be permitted in the approximate location shown on the attached revised site plan dated January 12, 2016.
- 4) That long-term parking or camping or storage of material be prohibited without prior approval from the Community Development Director.

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

COUNCIL COMMENTS

Alderman Voorhies reported on the 1-70 Coalition meeting.

Mayor *pro tem* Heider offered information stating that of 44% of communities in Colorado have shared law enforcement services.

PUBLICFORUM/AUDIENCEPARTICIPATION

Jim Voorhies, 325 Spring Street, expressed concern for the crosswalk area on Lawrence from the parking garage and suggested additional striping and lighting to improve safety and also added that he would like to see the Parkway sign reflect the original name of Central City Parkway.

EXECUTIVE SESSION

At 8:22 p.m., Mayor *pro tem* Heider moved to go into Executive Session Pursuant to C.R.S. 24-6-402(4)(f) to discuss personnel matters for which the employee has consented and to reconvene following the Executive Session to take any necessary action and continue the regular meeting agenda items. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

The next Council meeting is scheduled for February 2, 2016 at 7:00 p.m.

Ronald E. Engels, Mayor

Abigail Adame, Finance Director



AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

RETAIL MARIJUANA STORE APPLICATION STAFF REPORT

TO: Central City Retail Marijuana Store Licensing Authority
FROM: Reba Bechtel, City Clerk
DATE: February 16, 2016
APPLICANT: Elise Kelcher dba Golden Nugget Dispensary LLC

I. APPLICATION SUBMITTED FOR REVIEW

On November 17, 2015, the Central City ("City") received a complete application from the above-referenced Applicant for a license for a retail marijuana store.

City staff has reviewed the application and all related materials, completed its investigation of the application, and submits this report and all supporting evidence to the Central City Retail Marijuana Store Licensing Authority for review and **[approval/conditional approval/denial]** of the application in accordance with state and local law.

II. RESULTS OF APPLICATION INVESTIGATION

A. State Licensing Authority

Date upon which State of Colorado Licensing Authority issued Applicant annual license(s) for the licenses that are the subject of this application: Pending

B. Municipal Code Compliance [Mark Y for "yes," N for "No," or N/A for "not applicable."]

Application, including required attachments and submissions, is complete and signed by the applicant.

Application contains names, addresses, and other required information regarding all managers, owners (if individuals), or (if owner is an entity) of all officers, directors, and all persons with an ownership interest in the entity.

City has received application and other applicable fees (licensing, operational, background, other as applicable).

According to information available to staff on this date, the application does not appear to contain a material falsehood or misrepresentation.

Application contains an operating plan that complies with the City Municipal Code.

Applicant or person holding ownership interest in applicant has not:

- been denied an application for a medical marijuana establishment license or retail marijuana establishment license by the State of Colorado or any other local jurisdiction in the State.
- had such a license suspended or revoked.

If a denial, suspension, or revocation has occurred, provide details:

Application contains any additional documents or information requested by the Authority.

Applicant has obtained all other required City licenses and permits, including land use approvals, business license, sales tax license, and applicable building permits.

If lacking any of these, please specify:

Pending building permit

C. Ownership/Legal Possession

Applicant has submitted proof of its ownership of or right to possess the premises proposed for licensure.

If Applicant is not owner of such premises, applicant has submitted proof of written authorization from owner of the premises authorizing the City to enter the property to inspect the proposed licensed premises.

D. Location and Selection Criteria

Applicant has submitted proof that the proposed retail marijuana store will be located in a location in which retail marijuana stores are a permitted land use.

E. Whether Applicant is Prohibited as Licensee

1. General

Criminal background check conducted by (select one):

State of Colorado.

Central City staff.

Applicant provided information regarding any criminal history record, such as evidence of rehabilitation, character references, and educational achievements. [If such evidence is provided, attach to application].

2. Compliance with Colo. Rev. Stat. § 12-43.4-306 and Central City Municipal Code.

Applicant has been convicted of a felony or has completed any portion of a sentence due to a felony charge within the preceding five (5) years.

Applicant is a person prohibited pursuant to Section 12-43.4-306, C.R.S. or a person who has failed to pass the background check required and conducted by the State of Colorado.

Basis for being prohibited as a licensee (excluding determination of good moral character):

III. OTHER ITEMS OR RECOMMENDATIONS

None

IV. RECOMMENDED TERMS OR CONDITIONS

City staff recommends that application approval by the Authority contain the following conditions to ensure compliance with the Municipal Code:

- A. Applicant's compliance with (1) the Central City Municipal Code; (2) the Colorado Retail Marijuana Code; (3) all rules and regulations promulgated pursuant to those Codes.
- B. Applicant's payment of all required City fees to the City Clerk prior to issuance of the license.
- C. Applicant shall ensure that all improvements to the Premises are completed to the satisfaction of the City to include: Police Department for final review of the security system; Fire Department for final review for fire code compliance; and the City must have issued either a Certificate of Occupancy or a Temporary Certificate of Occupancy for the Premises.
- D. The City shall not issue a license for the proposed Retail Marijuana Store unless and until the City building official has inspected the premises proposed for licensure and determined that the premises comply with the City's building and other life, health, and safety codes.
- E. All licenses issued pursuant to this decision are contingent upon the Applicant receiving and maintaining current, operational licenses from the state licensing authority.

CC Retail Marijuana Store Licensing Authority

Basic Script for Application Action

On **November 17, 2016, Elise Kelcher dba Golden Nugget Dispensary LLC** ("Applicant") submitted to the City Clerk a complete application seeking a license for a new retail marijuana store for premises located at **127 Main Street, Central City, CO 80427**.

The Authority has reviewed the application, staff report, and other materials related to this application submitted by the City Clerk as well as evidence submitted at this meeting.

At this point I would like to extend to the Applicant/Applicant's representative the opportunity to address the Authority and to submit any supplemental information related to its application that does not appear in the staff report or other documents of record, including any discussion related to the operations plan for the business.

[Applicant presents]- **Cody Mayasich and Dustin Kelcher**

At this point I would ask that the Chief of Police (or his designee) provide the Authority with some basic information regarding the moral character of the Applicant.

Options for input:

- Whether the City has relied on the State Licensing Authority background check (as evidenced by the copy of the state license in the materials) or did the City conduct its own background check? **YES-the City relied on the State for background**
- Whether, as a result of its investigation, the City knows of any reason why the license should not be approved at this time (and if so, specify the reason(s)). **NO-Police Department is satisfied**

[DELIBERATION]

[INSERT AUTHORITY'S FINDINGS REGARDING THE MORAL CHARACTER OF APPLICANT AND OTHER APPLICABLE PERSONS RELATED TO APPLICANT BASED UPON CONSIDERATION OF THE FACTORS SET FORTH IN C.R.S. § 24-5-101(2)]

OR

APPROVE LICENSE CONDITIONED UPON COMPLETION AND SUCCESSFUL REVIEW OF THE REQUIRED CRIMINAL BACKGROUND CHECK] AND STATE APPROVAL

[INSERT ANY OTHER CONDITIONS AS DESIRED TO PROTECT PUBLIC HEALTH, SAFETY, AND WELFARE OR TO ENSURE COMPLIANCE WITH STATE, LOCAL, OR OTHER APPLICABLE LAW]

Suggested Motion:

I move to conditionally approve the application of **Elise Kelcher dba Golden Nugget Dispensary LLC** based upon the information presented in the staff report and other information brought forth at this meeting and to direct staff to prepare a Record of Decision on this application that incorporates the findings, conclusions, and all recommended conditions in the staff report, the Authority's finding as to the Applicant's moral character, and any other conditions imposed on the application. The Authority further directs staff to provide a copy of this decision within three (3) days of today's date to both the Applicant and the State of Colorado marijuana licensing authority by certified mail at the address shown in the application.



City of Central City
 141 Nevada St, P.O. Box 249
 Central City, CO 80427
 303-582-5251

RETAIL MARIJUANA LICENSE APPLICATION

This Application is for a retail marijuana establishment license for as follows:

New Conversion Renewal Combined Use Transfer

"Applicant" must be Legal Name of Individual or Business Entity that will hold license if approved.

License Fee Paid \$2,500 new/\$250 conversion/\$1,500 renewal/\$750 Transfer

Applicant is applying as (attach organizational documents and current certificate of good standing if registration is required with the Secretary of State):

Corporation Individual Partnership
 Limited Liability Corporation Association or Other

Applicant Name: Elise Ketcher

Trade Name of Applicant (doing business as), if any Golden Nugget Dispensary LLC.

Address of Proposed Licensed Premise ("Premise")
127 Main Street Central City CO 80427
 Street Address City State Zip Code

Applicant Mailing Address (if different from Premise location) 308 Edgewood Dr Loveland CO 80538
 Street Address City State Zip Code

Applicant Telephone 970-556-6528 Applicant Email Address eliseroscanner@yahoo

City Sales & Use Tax License No. _____ State Sales Tax License No. _____ FEIN. 47-5540199

1. Applicant Ownership and Management Structure (not required for Renewals unless there are Amendments).

(A) Applicants must provide the name and address of OFFICERS, DIRECTORS, BUSINESS MANAGERS, FINANCIERS, PRIMARY CAREGIVERS, AND NAMED PERSONS that own 1% or more of the ownership interest to total 100% Ownership. If necessary, provide additional information on a separate sheet.

NAME	HOME ADDRESS, CITY STATE, ZIP	SSN	POSITION	% OWNED
Dustin Ketcher	308 Edgewood Dr Loveland CO 80538		Manager	0
Nels Fymbo	2131 W. Conly Rd 35 E, Fort Collins CO 80526		Manager	0
Cody Mayasich	5930 Orchard Grove Ct Loveland CO 80538		Manager	0

Name and business call number of on-site business manager and all other managers:
 Dustin Ketcher (970) 443-6099 Nels Fymbo (970) 443-6052 Cody Mayasich (970) 690-7117

Are any of the individuals or persons listed above with the Applicant less than 21 years of age? Yes No

golden nugget dispensary
 @gmail.com
 2/18/16-state

(B) In addition, for all persons set forth in subsection (A) each individual MUST ALSO BE FINGERPRINTED, MUST PROVIDE A BACKGROUND CHECK AND FINANCIAL INTERESTS RECORD FORM, MUST UNDERGO A BACKGROUND CHECK, and provide any other documentation evidencing good moral character.

2. Who, besides the owners listed in this application (including persons and business entities) has loaned, 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 (not required for Renewals unless there are Amendments).

NAME	DATE OF BIRTH	FEIN OR SSN	% OWNED
CODY MAYASICH			0

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.

3. Has any person listed in response to questions 1 or 2 ever been convicted of a felony in federal, state, or other court or completed any portion of a sentence for a felony within the past five years?

_____ Yes No

If the answer is yes to questions 3, please provide the information on the below chart: (If necessary, provide additional information on a separate sheet)

Person's Name	Name and Location of Court	Charge convicted of	Sentence	Date of Sentencing	Last date of incarceration /parole/probation

5. Has any individual listed in response to questions 1 or 2 been denied an application for a marijuana business or had a marijuana business license suspended or revoked by any jurisdiction?

___ Yes No

Explain: _____

6. Does any individual listed in response to questions 1 or 2 hold or has such person ever held a Marijuana Business License in Central City or similar license in any other jurisdiction?

___ Yes No

Name: _____ Address: _____ Type of Business: _____ Date/ License #: _____

Explain: _____

7. Has any individual listed in response to questions 1 or 2 had a business temporarily or permanently closed for failure to comply with any health or safety law?

___ Yes No

Explain: _____

8. Has any individual listed in response to questions 1 or 2 had an administrative or criminal finding of delinquency for failure to pay sales or use tax, or any other business tax? ___ Yes No

Explain: _____

9. Does the Applicant have legal possession of the proposed licensed premises for at least 12 months from the date that this license application was filed by virtue of ownership, lease or other arrangement? Applicant must provide copy of recorded deed, signed lease.

___ Ownership Lease ___ Other (explain in detail (use extra sheet) _____)

If leased, list name of landlord and tenant, and date of expiration EXACTLY as they appear on the lease:

Landlord	Tenant	Expires
	<i>Elise Keler</i>	

If premises are leased, attach executed lease and executed authorization from Premises owner allowing operation of retail marijuana in leased premises and permitting City to enter property to inspect for conformity with City and state laws governing retail marijuana operations.

10. Is this proposed premise location the only location that is affiliated with this business? Yes ___ No

If there is another location associated with this business entity, please list all other premise location addresses both in and outside of Central City (i.e. all dispensaries, grow locations and MIPs which operate in concert to form this business entity):

An operating plan must be attached which (1) describes products and services to be provided, (2) provides a floor plan showing all interior dimensions and layout including all limited access areas, areas of ingress and egress, location(s) of security cameras and principal uses of the floor area depicted therein, (3) details the security plan indicating how the applicant intends to comply with the requirements of the Colorado Retail Marijuana Code, Article IX of Chapter 6 of the Municipal Code and any other applicable law, rule or regulation, to include without limitation specialized details of security arrangements, and (4) an area map, drawn to scale, indicating, within a radius of one-quarter mile from the boundaries of the licensed premises, the proximity of the property to any school or to any residential zone district.

11. Does the Applicant propose to have retail sales of marijuana infused products? Yes ___ No

If yes, what items will be sold? *edibles, concentrates, Salve's, tincture's*

12. Does Applicant have a control plan to prohibit on-site use of marijuana? Yes ___ No

13. Does Applicant have a control plan to ensure that persons under 21 years of age are not allowed unless accompanied by a parent or guardian? Yes ___ No

14. Does Applicant have a business plan to ensure that all aspects of the marijuana business are enclosed and not visible from the exterior of the building premise? Yes ___ No

15. Is Applicant familiar with Central City's hours of operation? Yes ___ No

16. Is Applicant familiar with local inventory limitations and maintaining records for inventory? Yes ___ No

17. Will Applicant maintain proper Records for Reporting of Source/Quantity/Sales, and for City audits? Yes ___ No

18. Does Applicant have an operations plan that conforms to the requirements set forth in Sections 6-9-200 and 6-9-210 of the Municipal Code?? Yes ___ No

19. Does the Applicant have a current City business and sales tax license? ^{am} Yes No

Oath of Application

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 and that I have authority to bind the Applicant if the Applicant is an entity. I also acknowledge that it is my responsibility and the responsibility of all Applicant agents and employees to comply with the provisions of state law, the Central City Municipal Code and all Rules and Regulations which govern my Retail Marijuana License Application and License.

Authorized Signature

Printed Name and Title

Date

elise kelcher

elise kelcher

11/17/15

FOR CITY INTERNAL USE ONLY:

POLICE DEPARTMENT REVIEW (Date Sent: ^{12/27}) AS TO BACKGROUND CHECK OF ALL RELEVANT PERSONS AS SET FORTH IN 1(A), OPERATING PLAN, SECURITY PLAN, LIGHTING PLAN AND OPERATING CHARACTERISTICS

ISSUANCE/ RENEWAL IS RECOMMENDED TO BE: ___ APPROVED ___ DENIED Initials: ___

PLANNING REVIEW (Date Sent: ___) AS TO USE IN PROPOSED LOCATION

ISSUANCE IS RECOMMENDED TO BE: ___ APPROVED ___ DENIED Initials: ___

FIRE DEPARTMENT REVIEW (Date Sent: ^{12/22}) AS TO HEALTH/SAFETY REGULATIONS

ISSUANCE/RENEWAL IS RECOMMENDED TO BE: ___ APPROVED ___ DENIED Initials: ___

FOR LICENSING OFFICE ONLY:

___ Fees Paid

___ Denied

___ Date Written Notice of Denial Sent

___ Approved

___ Date Written Notice of Approval Sent

___ Approved with Conditions

___ Date Written Approval and Conditions Sent

___ Date of Premise Inspection Approval

___ License Issuance Date

___ License Expiration Date

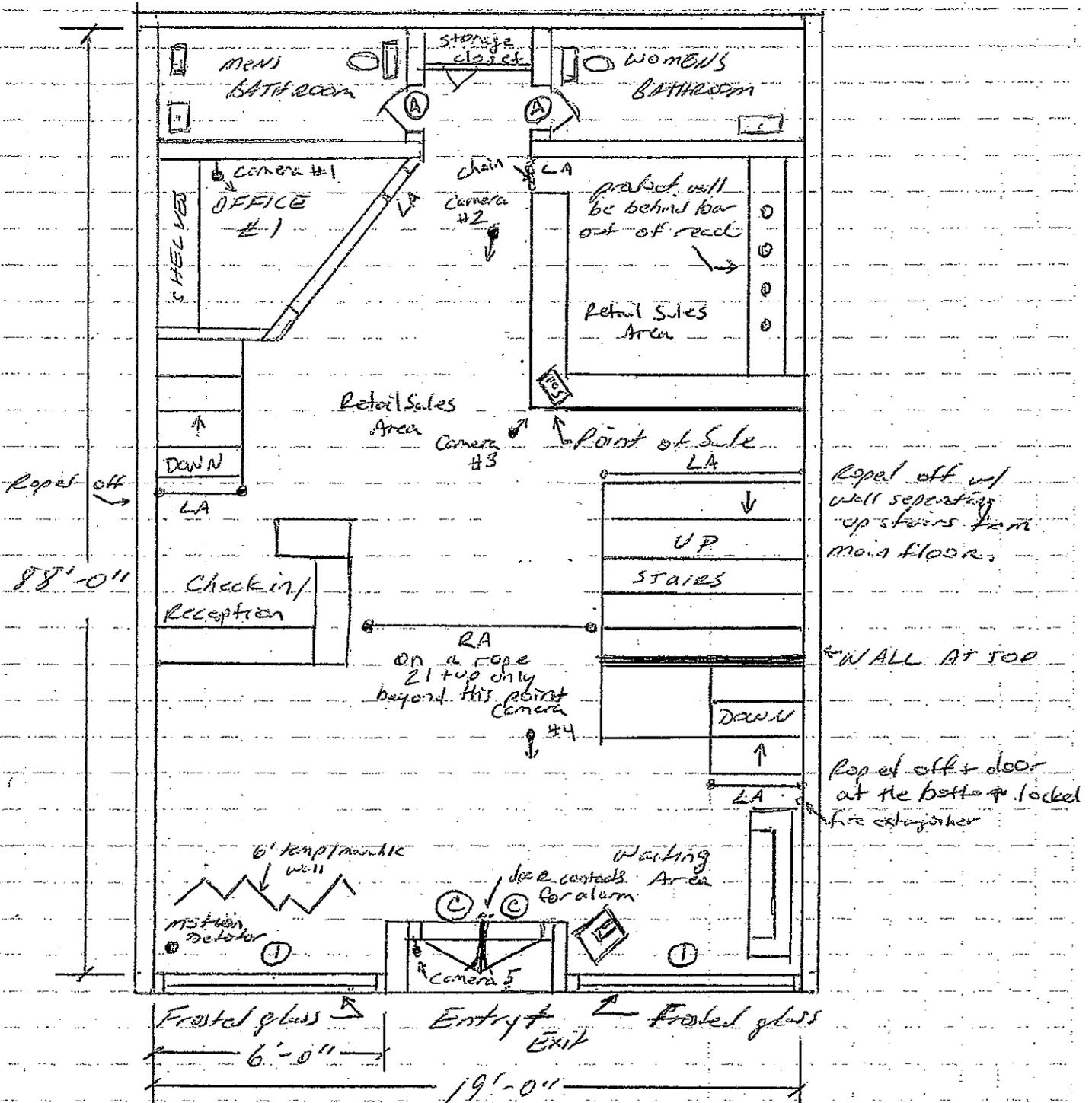
Golden Nugget Dispensary LLC

(MAIN LEVEL)

127 Main street, Cortez City, CO

80427

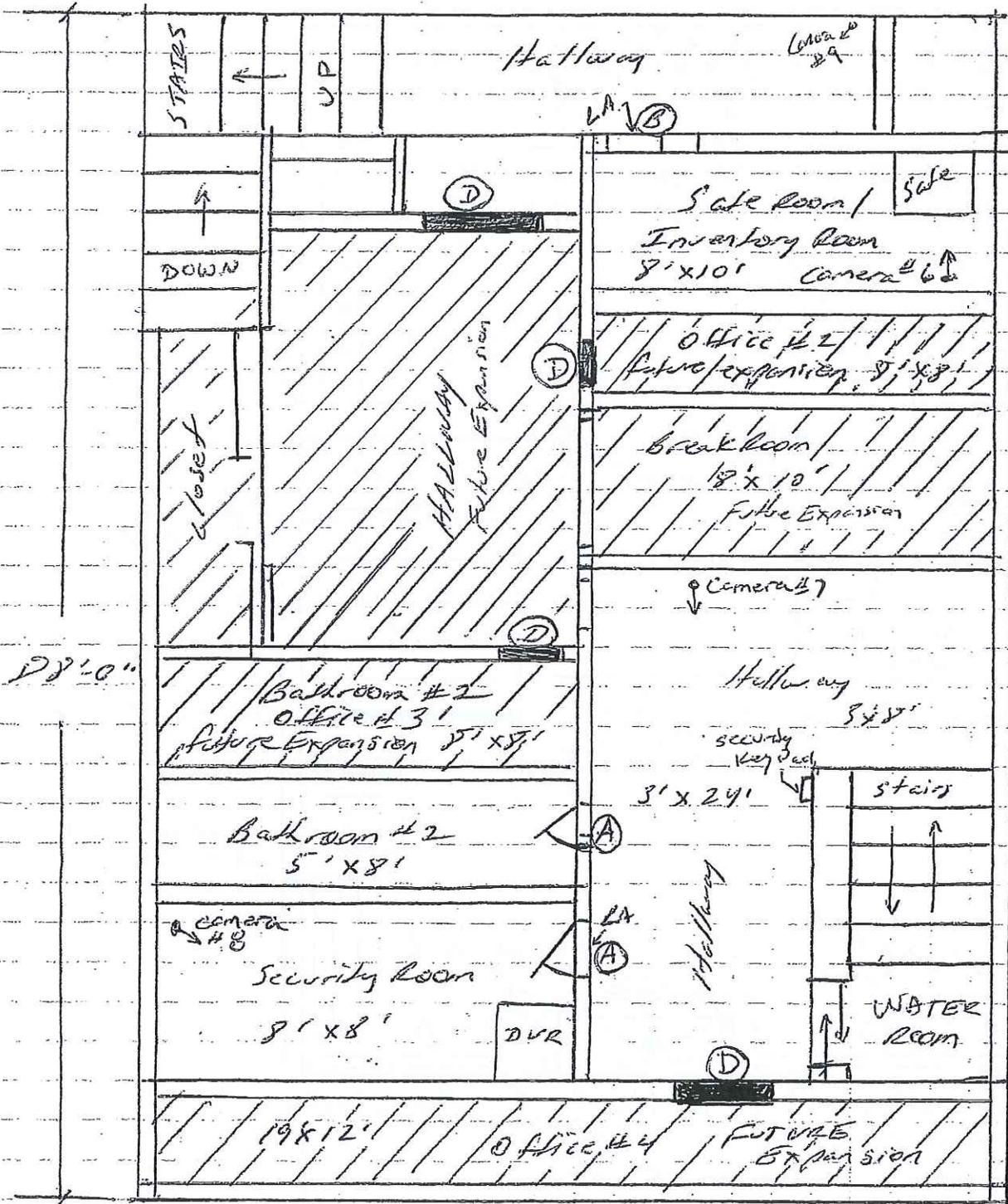
Not to Scale



MAIN STREET

Basement Level
(Not to scale)

Golden Nugget Dispensary
127 Main Street
Central City, CO
80427



DOOR SCHEDULE		WINDOW SCHEDULE	
A	6'8" x 3' Solid General Door	1	6' x 6'
B	6'8" x 2'9" Solid Commercial Door		
C	6'8" x 3' Double Doors	RA	Restricted Access
D	6'8" x 3' Locked & Boarded off	LA	Limited Access

Symbols
Future expansion



Golden Nugget Dispensary LLC.

127 Main Street
Central City, CO 80427
303-582-2043

Description of the services that will be conducted by Golden Nugget Dispensary:

Golden Nugget Dispensary will be among the top leading cannabis companies on the market. Our goal is to provide an establishment that is consistent, safe, with an upscale environment that only sells the highest quality cannabis products out there. We take great pride and care during every step of the growing, trimming, and curing process to create a high quality product. Tourists will want to come from all over to visit our dispensary not only for the look, but also the feel of our superior customer service to create an experience like no one else.

Description of the products that will be sold by Golden Nugget Dispensary:

For the first 6 months of operation, the Company will buy its products wholesale from leading state licensed vendors as follows: Mahatma-Concentrates, Boulder Extracts-Concentrates, The Growing Kitchen-Edibles, EdiPure-Edibles, CheebaChew-Edibles, Incredibles-Edibles, Sergeant Green Leaf-Flower, Breckenridge Cannabis Club-Flower, and Mary's Medicinal-Salves.

Once the OPC is producing product, we will only carry our high quality organic flower. We will conduct trim trades with other companies who have MIP's to produce our own branded line of edibles, concentrates and salves. The overall goal is to only sell products produced from our own OPC material allowing us to have a 100% profit.

Security Plan
For
Golden Nugget Dispensary LLC

This security plan is for Golden Nugget Dispensary located at 127 Main Street in Central City, Colorado. The security company being used is A1 Security Systems at 8200 E. Pacific Place, Suite 309, Denver, CO 80231, Phone 303-462-2443. They designed and installed state compliant cameras in compliance with the Colorado Retail Marijuana Code. They supply us with code compliant fire and access control, protection against shoplifting and internal theft, and protection of our most valuable asset – our employees. Their systems monitor when employees come and go and document when our busiest times occur, helping us to schedule and staff accordingly. A1 Security is an approved, licensed vendor for the MM Industry. They also provide us with offsite video recording for installed cameras which we have in the security room. Our interactive bidirectional alarms notifies us via email or text every time someone enters our dispensary. Their systems do much more than alert us and dispatch police.

A1 Security provides handbooks for employees and Golden Nugget prepares every employee for multiple scenario situations as part of their training. The steps for a break in when the building is armed are:

1. Alarm is sounded from Siren.
2. A1 Security is dispatch and notified.
3. A1 Security notifies the police.
4. A1 Security notifies us in a special order, asking us for our password to turn off alarm.
5. Local police will arrive at location
6. Owner or a manager will arrive at location to resolve situation.

The steps for a break in when the building is occupied and open:

1. Stay calm
2. Do what the robber tells you to do.
3. Don't fight back it's just product give them what they want.
4. Once the robbers leave call the police and managers.
5. Leave the location, lock up and wait outside or somewhere safe for police to arrive.
6. Give statement to police.
7. Show and hand over copies of security cameras to police department.
8. Once building has been secured and safe again, business will close down for the remaining part of the day and damages will be fixed.

TYLER AND DYLAN REAL ESTATE CO., LLC

LEASE AGREEMENT

THIS LEASE is entered into this 4th day of December, 2015, between Tyler and Dylan Real Estate Co, LLC (LESSOR), and GOLDEN NUGGET DISPENSERY, LLC (LESSEE).

1 ELISE Keleher, owner

LMH

This Lease is for the space known as 127 Main Street Suite 100, Central City, CO 80427, encompassing approximately 3,687 sq. ft. This Lease entitles the Lessee to the use of the designated space. TO HAVE AND TO HOLD, the same with all the appurtenances unto the said Lessee for a period of thirty-six (36) calendar months in each of the calendar years of 2015, 2016 and 2017 (or until such term shall sooner cease and terminate, as hereinafter provided). Said thirty-six (36) calendar months described in the preceding sentence are hereinafter referred to as the "RENTAL MONTHS."

Each and all of the following terms, conditions, understandings and provisions shall be deemed to apply during and only during the Rental Months, unless specified to the contrary herein. During those calendar months, other than the Rental Months, all possession, control and rights in the premises, and all expenses in connection with the premises, shall be vested exclusively in Lessee and paid by Lessee.

The Building Owner, Manager and Landlord, for the purposes of this Lease is Tyler and Dylan Real Estate CO, LLC.

Lessor, for the rents to be paid and the agreements to be performed by Lessee, does hereby Lease to Lessee the property described hereto together with all improvements thereon, and all fixtures of a permanent nature and all equipment currently on the premises, to use and occupy the same as a private office.

DK
LMH

LEASE AGREEMENT
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DK
Umh

**LEASE AGREEMENT
PART I - INTRODUCTION**

A. INTERPRETATION

The words "**LESSEE**" and "**LESSOR**" shall include their executors, administrators and assigns, and the necessary grammatical changes required to make the provisions hereof apply to corporations, individuals, men or women, partnerships or other associations that may be made.

B. ENTIRE AGREEMENT

It is understood and agreed by the parties hereto that this Lease shall constitute the only agreement between them relative to the demised premises and that neither oral statements nor prior written matter extrinsic to this instrument shall have any force or effect. The Lessee agrees that he/she has signed this Lease fully aware of the condition of the premises and all other matters relative thereto and is not relying on any representations or agreements other than those contained in this Lease. This Agreement shall not be modified except by writing, subscribed by both parties and witnessed by a Notary. The taking possession of the demised premises by the Lessee shall be conclusive evidence, as against the Lessee that said premises and the buildings of which the same form a part were in good and satisfactory condition at the time such possession was so taken with respect to any condition which is apparent upon reasonable inspection of the premises by the Lessee.

C. QUIET ENJOYMENT

The Lessee covenants and agrees with the Lessor that upon the Lessee paying said rent, and performing all the covenants and conditions aforesaid on the Lessee's part to be observed and performed, the Lessee shall and may peaceably and quietly have, hold and enjoy the premises hereby demised, for the term aforesaid, subject, however, to the terms of the Lease and/or mortgages hereinbefore mentioned.

D. BINDING EFFECT

The conditions, covenants and agreements in the aforesaid Lease contained, to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns. The term "**LESSOR**" as used in this Lease means only the Owner of the land and building of which the demised premises form a part. It shall be deemed and construed without further agreement between the parties and the purchaser that the purchaser has assumed and agreed to carry out any and all covenants and obligations of Lessee hereunder.

PART II - TERMS AND CONDITIONS

A. TERM:

The term of the occupancy shall begin on December 1, 2015, and end at midnight on February 1, 2019 provided, however, that Lessee shall have access to the premises prior thereto for purposes of making improvements to the property. Lessee shall pay to Lessee a total monthly rental amount of \$4,500.00, with payment as follows:

B. BASIC RENT:

- The Tenant agrees to pay the Landlord as "gross" rental for the demised premises during the continuous term of this Lease, without demand, deduction or setoff, the following sums, payable by Tenant in equal monthly installments as indicated, each in advance, on the first (1st) day of each and every calendar month of the lease term, as follows:

Term	Start	End	Months	Sq Ft	Rate	Monthly	Total
1	12/01/2015	01/30/2016	2	3,687	\$0.00	\$0.00	\$0.00
2	02/01/2016	01/30/2017	12	3,687	\$14.64	\$4,500.00	\$54,000.00
3	02/01/2017	01/30/2018	12	3,687	\$15.64	\$4,805.00	\$57,660.00
4	02/01/2018	02/01/2019	12	3,687	\$16.64	\$5,113.00	\$61,356.00
TOT			38				\$173,016.00

- Rent payments indicated above are "gross" meaning that they **include** Tenant's proportionate share of real estate taxes (including any special assessments), insurance costs (both liability

LMW *DK*

LEASE AGREEMENT

and property), water, **gas, electric**, garbage, reasonable management fees, cost of service and maintenance contracts, maintenance and repair expenses deducted by Landlord on in computing its federal tax liability, depreciation or amortization for capital expenditures made by Landlord to maintain the common areas, or comply with law or to improve building efficiency or to attempt to reduce operating expenses and all other common area maintenance costs associated with the building. Common area maintenance costs to include, but not be limited to Tenant's proportionate share of fire sprinkler maintenance, HVAC maintenance, lobby maintenance, rest room maintenance, electric and roof maintenance to the extent such aforementioned costs, (hereinafter referred to as "Operating Expenses") do not exceed the actual Operating Expenses for calendar year 2015.

3. Beginning with calendar year 2016, Tenant's pro rata share of Operating Expenses shall be based on Landlord's estimate of said costs. Landlord shall estimate the Operating Expenses for each calendar year and shall notify the Tenant of its pro rata share. Tenant shall then commence payments upon such notice, as additional rent, retroactive to January 1 of the current year and on the first day of each successive month at the same time and place stated for the minimum rent. Landlord will provide Tenant with a proper accounting at the end of each calendar year and any amounts owed as additional rent (if any) shall be due and payable within 10 days of invoicing.

B. ADDITIONAL RENT: Tenant shall pay as additional rent any money or other charges required to be paid by the Tenant under this Lease, whether or not the same is designated "additional rent".

C. RENEWAL OPTION

1. **Renewal Option:**
Provided, both at the time Lessee gives Lessor written notice of its intention to exercise its rights under this Section and at the time the then current Lease Term expires and the Renewal Option expires, there is no outstanding Default by Lessee, Lessee shall have the option to extend the Lease Term (the "Renewal Option") for the renewal Lease Term as hereinafter defined. Lessee shall exercise the Renewal Option by giving Lessor written notice to that effect not earlier than twelve (12) months and not later than six (6) months prior to expiration of the Lease Term. If Lessee does not give to Lessor written notice of their intent to exercise the Renewal Option at least six (6) months prior to the expiration of the Lease Term, and at least six (6) months prior to the expiration of the Renewal Lease Term, the Renewal Option(s) shall thereupon cease and terminate. If Lessee exercises the Renewal Option(s) as provided in this Section 1, the respective rights, duties and obligations of Lessee and Lessor during the Renewal Lease Term(s) shall be governed by the terms and conditions of the Lease, except that the Minimum Rent shall be set forth as below and the current renewal options shall expire at the end of the then current Lease Term.
2. **Renewal Lease Term:** The "Renewal Lease Term" shall mean two (2) periods commencing upon the expiration of the original Lease Term or first renewal option and expiring five (5) years thereafter.
3. **Basic Rent for the First Lease Year of the Renewal Lease Term:**
If the Lessee exercises the Renewal Option as provided in Section 1, Lessee and Lessor in good faith shall negotiate and attempt to reach agreement upon the Minimum Rent for the First Lease Year of the renewal Lease Term by the date which is ninety (90) days after the date on which Lessee exercises the Renewal Option ("Negotiation Date"). If the parties are unable to agree on the minimum rent for the first lease year of the Renewal Lease Term on or before the Negotiation Date, the Minimum Rent for the first Lease Year of the Renewal Lease Term shall be adjusted upward \$1.00/RSF (Rentable Square Feet) per annum, compounded annually.
4. If not otherwise specified, the rent shall automatically increase on the one (1) year anniversary of the original lease date. The amount of the increase shall be \$1.00/RSF per year.

D. USE

The Lessee agrees to use the rental space for the express purpose of general retail and medical and recreational marijuana sales in accordance with local regulations and ordinances. Lessee agrees to use, operate and maintain said premises in such a manner at all times as will fully meet and comply

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with all health and safety regulations and all Federal, State and County laws now in force or which may be hereinafter enacted. Lessee further agrees not to use or permit the use of the premises as a private dwelling unit.

The use of the building may not increase the fire hazard of the building with the Lessee's occupancy. The use of the building may not exceed the allowable live floor load of fifty (50) per square foot (psf) on any floor level above the garden floor level. If in the opinion of the Building Owner the floor loads may be exceeded, the Lessor reserves the right to require the Lessee to hire an independent structural engineer to review the condition and provide direction to satisfy the safety of the building. The cost of which shall be borne by the Lessee. The Lessee shall not use, or allow upon the said premises anything which will invalidate any policy of insurance now or hereafter carried on the said building, or which may be dangerous, or which will cause an increase in the rate of fire insurance on said building, and the Lessee agrees to pay on demand any such increase; nor shall the Lessee place any unreasonable or unsafe weight upon the floors; nor permit any objectionable noise; nor permit any food or cooking odors or other offensive odor to be emitted so as to be perceptible outside the Leased premises; nor do or permit anything tending to create a nuisance or to disturb any other tenant or the occupants of a neighboring property nor do anything tending to injure the reputation of the said property, and said Lessee shall not conduct nor allow upon the premises any business which is contrary to law.

E. ASSIGNMENT AND SUB-LEASING

Lessee shall not assign this Lease or sub-Lease the premises, or any part thereof, without the prior written consent of the Building Owner. In the event of the death or incapacity of the Building Owner, the lease shall remain in effect.

F. PERFORMANCE

Lessee agrees to abide by every term of this Lease and that any violation will be treated as a material default of this Lease. If Lessee shall be in default of any of the terms of this Lease, the whole sum to be paid as rental throughout the entire term of this Lease shall immediately become due and payable, and the Lessee may at his option, without terminating this Lease, and without being in any manner required to do so, rent and re-let the Leased premises for such rent and upon such terms as Lessee shall in its discretion deem reasonable and advantageous; and Lessee shall remain liable for any deficiency in rent, as well as for any damages, expenses, cost of repairs and attorneys fees, which Lessee may have sustained by virtue of Lessee's use and occupation of the Leased premises, or violation of the terms of this Lease.

It is further understood and agreed that if this Lessee shall be in default of any of the terms of this Lease then Lessor may also treat the aforementioned contract made between the parties terminated. Each right and remedy granted to Lessee hereunder shall be cumulative, and in addition to every other right and remedy now or hereafter existing at law or in equity or by statute. No failure by Lessor to seek a remedy for any breach by Lessee, nor any receipt by Lessor of rent with knowledge of the breach of any terms of this Lease, shall be deemed a waiver by Lessor of rights of remedies with respect to such breach, or subsequent breaches.

G. DEFAULT BY TENANT

The Lessee shall be considered in default for the failure to pay rent on or before the fifth day of each month or for any other default hereunder. The Lessee shall be considered in default if the Lessee fails in the keeping or performance of any of the other terms, covenants or conditions of this Lease to be kept and performed by Lessee. Lessor may re-enter the leased premises, remove all persons and property there from, without being liable to indictment, prosecution for damage therefore, or for forcible entry and detainer and repossess and enjoy the leased premises, together with all additions thereto or alterations and improvements thereof. Lessor may at any time from time to time thereafter, re-let the leased premises or any part thereof for the account of Lessee and receive and collect the rents therefore and apply the same first to the payment of such expenses as Lessor may have incurred in recovering possession and for putting the same in good order and condition for re-rental, and expenses, commissions and charges paid by Lessor in re-letting the Leased premises. Any such re-letting may be for the remainder of the term of this Lease or for a longer or shorter period. Lessee shall pay the Lessor the rent and all other charges required to be paid by Lessee up to the time of such re-



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letting, and thereafter Lessee, if required by Lessor, shall pay to Lessor, when and as due, until the end of the term of this Lease, the amount of all rent reserved herein and all other charges required to be paid by Lessee, less the net amount received by Lessor from such re-letting, if any. If the Leased premises shall be re-occupied by Lessor or if Lessor elects to terminate this Lease by giving written notice of such election to Lessee, then, from and after the date of repossession or such notice, this Lease shall be terminated and the Lessee shall have no further duties or obligations under this Lease. In the event the Lessee is in default under the terms hereof and has abandoned the Leased premises, any real estate fixtures, equipment and furnishings, additions and betterment to the Leased premises made or installed by the Lessee shall become the property of the Lessor. The Lessor shall have the right to remove any or all of the Lessee's personal property from the Leased premises and dispose of said property in such manner as determined best by Lessor, all at the cost and expense of Lessee and without liability of Lessor for the actions so taken.

H. REMEDY

In addition to any remedy granted to Lessor by the terms hereof, Lessor shall have available any and all rights and remedies available under the statutes of the State of Colorado. No remedy shall be considered exclusive of any other remedy but shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Further, all powers and remedies given and as often as occasion may arise, or as may be deemed expedient. No delay or omission of Lessor to exercise any right or power arising from any default shall impair any such right or power or shall be considered to be a waiver of any such default or acquiescence thereof. The acceptance of rental by Lessor shall not be deemed to be a waiver of any breach of any of the covenants herein contained or of any of the rights of Lessor to any remedies here given.

I. COST OF ENFORCEMENT

If either Lessor or Lessee find it necessary to institute legal proceedings to enforce the terms of this Lease, the prevailing party therein shall be entitled to recover from the losing party his/her costs, fees and expenses in connection therewith, including reasonable attorney fees.

J. SUCCESSORS IN INTEREST

This Lease and all covenants, conditions, terms and provisions hereof, are binding upon and shall inure to the benefit of the successors and assigns of Lessee and their heirs, executors, administrators, and to the extent herein permitted, upon and to the assigns of Lessee.

K. LIQUIDATED DAMAGES

In order to more effectively secure to the Lessor the rent and other terms herein provided, it is agreed as a further condition of this Lease that the filing of any petition in bankruptcy, or assignment for the benefit of creditors by or against the Lessee shall be deemed to constitute a breach of this Lease, and thereupon is the fact to and without entry or any other action by the Lessor, this Lease shall become and be terminated, and notwithstanding any other provisions of this Lease the Lessor shall forthwith upon such termination be entitled to recover damages for such breach in an amount equal to the amount of the rent reserved in this Lease for the residue of the term hereof.

L. WAIVER

No waiver of any condition or legal right or remedy, shall be implied by the failure of the Lessor to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by the Lessor, and no waiver by the Lessor in respect to one tenant shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant or any other condition or covenant.

M. ACCESS TO PREMISES

The Lessor shall have free access to the premises in emergencies and or for building repairs/maintenance, and shall have such a right of access at reasonable times and following reasonable notice to Lessee for the purpose of examining the same or to make any alterations or repairs to the building that the Lessor may deem necessary. During the last month of the term of this

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Lease for the purpose of exhibiting said premises and putting up the usual notice "TO RENT," followed by the exact term for which the premises are being offered, which sign shall be no larger than sixteen (16) inches square and which notice shall not be removed, obliterated or hidden by Lessee.

N. SUBORDINATION

This Lease is subject and subordinate to all mortgages which may now affect the real property of which demised premises form a part, and to all renewals, modifications, or consolidation. The Lessee shall execute promptly any certificate that the Lessor may request. The Lessee hereby constitutes and appoints the Lessor the Lessee's attorney-in-fact to execute any such certificate or certificates for and on behalf of the Lessee. Lessor agrees to use its best efforts to obtain a non-disturbance agreement from subsequent mortgagees, but if unable to do so (or in conjunction therewith) Lessee agrees that this Lease is and shall be subordinate to all mortgages which may hereafter affect the real property of which the Leased premises are a part. Notwithstanding anything in this paragraph to the contrary, any future sale, conveyance, Lease or other transfer and/or refinancing of the real property of which the demised premises form a part, shall in no manner affect the validity of this Lease.

O. ASSIGNMENT, ETC.

The Lessee shall not assign this Agreement and shall not sublet, use or permit the demised premises or any part thereof to be used by others, without the written consent of the Lessor in each instance, which consent shall not be unreasonably withheld. No assignee or subtenant shall be allowed that would create a nuisance to other tenants of the building or Lessor (noise, odor, fire, attractive nuisances, etc.). No such subletting or assignment shall relieve Lessee from the responsibility for the faithful performance of all the covenants, terms and conditions hereof on the Lessee's part to be performed; provided, however, if Lessee assigns this Lease and the assignee thereafter defaults, the Lessee shall have the right to recover possession of the Leased premises by curing the assignee's default from Lessor. No subletting of a portion of the Leased premises shall be permitted if the separation of uses would entail any architectural alterations of the building of which the Leased premises are a part.

P. DEFAULT BY LANDLORD

Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor and to the holder of any first mortgage or deed or trust covering the Premises whose name and address shall have therefore been furnished to Lessee in writing, specifying wherein Lessor has failed to perform such obligation provided, however, that if the nature of Lessor's obligations is such that more than thirty (30) days are required for performance, then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Lessee have the right to terminate this Lease as a result of Lessor's default and Lessee's remedies shall be limited to damages and/or an injunction.

Q. LATE FEES

In the event Lessee shall be more than five (5) days late in the payment of any rental installment then Lessor will require, in addition to the rent due herein, a late fee equal to \$25.00 for each calendar day beyond the rental due date. Any assessment for late fees will be billed to the Lessee. Payment for late fees must be paid within five (5) days of receipt of notice or will be considered as a material default.

R. INVENTORY

An inventory of furnishings and a list of existing damages and defects is to be mutually completed prior to signing the Lease by Lessee and Lessor and shall be attached to and made a part of this Lease as Attachment "B", where applicable.

S. PRIOR ACCESS

Lessee is hereby granted access to the Leased premises commencing on December 1, 2015, for the purpose of enabling Lessee to make non-structural repairs to the premises, including painting, carpeting, shelving and installation of furniture and telecommunications equipment. Modifications shall be completed by January 30, 2016.

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T. ALTERATIONS, ETC.

After date of January 30, 2016, Lessee shall make no changes, alterations, signs, additions or improvements in, on or to the demised premises, of any kind or nature whatever, whether it be in the building or in the amount of nature of equipment, or the location thereof, or in additions thereto, or whatever may be the nature thereof shall be done, performed, made or changed without the Lessor's prior written consent, which shall not be unreasonably withheld, and without first complying with each of the following terms and conditions:

1. The Lessee shall, before making any such alterations, shall make a request to the Building Owner in writing, specifying in detail the alterations, changes or additions desired.
2. Such request shall be accompanied by a plan, blueprint, or diagram, showing such proposed alterations, changes or additions, and a statement of intended equipment changes and Lessee's intended operations and uses. The plan must be developed by a design professional acceptable to the Lessor. Any construction must be performed by a Contractor acceptable to the Lessor. Both the design and construction must be approved and coordinated with the Building Owner.
3. The Lessee will be responsible for all costs associated with the alterations. The Lessor may require an escrow for the total amount of the alteration costs.
4. Lessee shall, at his/her own cost and expense, obtain all necessary permits and approvals of plans and construction by all governmental authorities or other agencies having jurisdiction there over.

U. IMPROVEMENTS AND FIXTURES

All construction, additions and improvements which are of a permanent and fixed nature, made and maintained in or on the said premises, either by the Lessee or the Lessor, shall be the sole property of the Lessor and shall not be removed or injured by the said Lessee, nor shall the Lessee claim at any time compensation therefore. It is understood and agreed, however that any trade fixtures and/or lighting fixtures placed upon the demised premises by the Lessee are to remain the property of the Lessee and may be removed from the demised premises at the expiration of the lease term; provided, however, that in no case shall the Lessee have such right of removal with respect to any fixtures which are attached in such a manner that their separation from the premises will result in injury to the premises (unless the Lessee restores the premises to its original condition at Lessee's expense). Trade fixtures shall be deemed to include all pegboard signs and other attachments that may be attached to any and/or all interior walls. The cost of all improvements including utility system modifications shall be borne by the Lessee and approved by the Owner.

V. SIGNS

Lessee may install and maintain artwork and other information signage suitable to the business conducted, on the building interior. Lessee must obtain written permission from the Building Owner for all such signage/artwork. Signage in common areas must be coordinated with and approved by the Building Owner.

W. BILLS AND NOTICES

Any notices, bill, statement, or communication desired or required to be given by one party hereto to the other party, hereto shall be given in writing, and delivered to the party entitled thereto or mailed by certified or registered mail, return receipt requested, postage prepaid, to the applicable address identified in this agreement or to such other address as either party shall give notice of in writing to the other party, at any time of from time to time. Any such notice shall be effective on the date posted in the U.S. Mail, or if delivered to the party entitled to notice, on the date of such delivery.

X. BUILDING KEYS

Keys for the building will be issued by the Building Owner/Manager. The issued keys will include two sets of the following; a building entry key. THESE KEYS MUST NOT BE DUPLICATED FOR ANY REASON WHATSOEVER. Duplicate keys will be issued by the Building Manager upon request. Upon termination of any occupants/Lessee's, all keys must be returned. Unaccounted keys will be charged to the Lessee at \$50.00/key.

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Y. SECURITY DEPOSIT

Concurrently with Lessee's execution of this Lease, Lessee has deposited with Lessor the sum of \$9,054.00. Said sum shall be held by Lessor as security for the faithful performance of Lessee of all the terms, covenants, and conditions of this Lease to be kept and performed by Lessee during the Term hereof. If Lessee defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Lessor may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment or any amount which Lessor may spend or become obligated to spend by reason of Lessee's default, or to compensate Lessor for any other actual loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within ten (10) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount and Lessee's failure to do so shall be a default under this Lease. Lessor shall not be required to keep this security deposit separate from its general funds, and Lessee shall not be entitled to interest on such deposit.

\$7,000.
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Z. LIENS

Lessee covenants and agrees not to permit or suffer, and to cause to be removed and released, any mechanic's material man's or other lien on account of supplies, machinery, tools, equipment, labor or material furnished or used in connection with any construction, improvements, or maintenance and repairs or changes to the Premises by, through or under Lessee. Lessee shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien, provided that Lessee shall give to Lessor such security as may be reasonably requested by Lessor to insure the payment of any amounts claimed, including interest and costs, and to prevent any sale, foreclosure or forfeiture of any interest in the Property on account of any such lien, and provided that, on final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered, with interests and costs, and will cause the lien to be released and any judgment satisfied.

AA. PRIOR AGREEMENTS

Lessee acknowledges and agrees that it has not relied upon any oral statement of Lessor or Lessor's agent nor has any such statement(s) induced it to execute this Lease. This Lease contains all of the agreements of the parties hereto with respect to the Premises and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any part until fully executed by both parties hereto.

PART III – LOSS PREVENTION

A. REQUIRED INSURANCE

During the term of this Lease and any extension thereof, Lessee shall obtain and maintain any insurance which 1) Lessor reasonably deems necessary to protect its interests in the premises or 2) is required by law or 3) is required by any entity which may incur financial loss if such insurance is not maintained.

During the entire term of this Lease and extensions thereof, Lessee shall, at his/her own expense, maintain a Comprehensive General Liability Insurance Policy in the minimum amount of \$1,000,000 combined single limit for bodily injury, and property damage. Lessor shall be named as an additional insured. The insurance carrier and the form and substance of Tenants policy shall be satisfactory to Lessor.

Under no insurance policy required under the terms of this Lease shall any insurer have subrogation against either Lessor or Lessee. Each insurance policy shall show that all subrogation rights are waived as to Lessor and Lessee. All such policies shall provide that the same may not be canceled or altered except upon thirty (30) days prior written notice to the Building Owner.

Lessee shall supply Lessor within seven (7) days after Lessee receives notice of Lessor's intention to deliver possession of the premises with either the Comprehensive General Liability Insurance Policy required under this Lease or a certificate evidencing the policy. If Lessee does not furnish Lessor with

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such evidence upon demand of Lessor, Lessor may (but shall not be obligated to) purchase the insurance and Lessee shall pay Lessor for all premiums and related expenses upon demand. Lessee shall be solely responsible for procuring liability and casualty insurance on the contents of the premises, and Lessee's failure to prove any insurance shall not impose any liability upon Lessor. Lessee shall not do or permit to be done any act or thing upon the premises which will invalidate or be in conflict with fire insurance policies covering the building and fixtures and property therein. Lessee shall not do, or permit to be done, any act or thing upon the premises which shall or might subject Lessor to any additional liability or responsibility for injury to any person or to property. Lessee shall not do, or permit anything to be done, in or upon the premises, or bring or keep anything therein, or use the premises in a manner which shall increase the rate of fire or liability insurance on the building or on property located therein, over that which would apply to ordinary office activities. Lessee shall not bring or permit to be brought or kept in or on the premises, any flammable, combustible or explosive fluid, or material, toxic, radioactive or other hazardous material regulated under the current edition of the Uniform Fire Code.

If by reasons of Lessee's failure to comply with the provisions of this paragraph, including but not limited to, the mere use to which Lessee puts the premises the fire insurance rates shall at the beginning of this Lease or at any time thereafter be higher than such rates otherwise would be, then Lessee shall reimburse Lessor and other tenants, as additional rent hereunder, for that part of all fire or liability insurance premiums thereafter paid by Lessor or any other tenants, which shall have been charged because of such failure or use by Lessee, and shall make such reimbursement upon the first day of the month following such outlay by Lessor or any other tenant.

B. GLASS REPLACEMENT

The Lessor shall replace all damaged or broken plate glass. The Lessee will be charged for the glass replacement unless it was caused by weather or an act of God. The Lessee shall cause to be insured in an approved casualty company and keep insured all plate glass in the demised premises and further to provide proof of such coverage to Lessor.

C. LIABILITY

The Lessee further agrees that all personal property upon the said premises shall be at the sole risk of the Lessee. The Lessee must provide proof of such insurance and keep this insurance in effect with a yearly statement sent to the Lessor.

Lessor shall not be liable for damages for failure to furnish utilities or services occasioned by strikes, breakage of equipment, failure of source of supply, acts of God, or by any act of cause beyond the control of the Lessor.

D. INDEMNIFICATION

Lessee will indemnify and hold harmless Lessor from and against any and all claims, suits, actions, damages and causes of action arising during the term hereof for personal injury, loss of life, or damage to property sustained in, on or upon the premises, and from and against all costs, attorney fees, expenses and liability incurred in and about any such claims, the investigation thereon, and from any judgments, orders, decrees or liens resulting there from by virtue of the use or condition of the premises.

E. PREMISES UNOCCUPIABLE

If the demised premises shall be partially damaged by fire or other cause without fault or neglect of Lessee, Lessee's servants, employees, agents, visitors or licensees, the damage shall be repaired by and at the expense of the Lessee, and the rent until such repairs shall be made, shall be apportioned according to the part of the demised premises which is unusable by Lessee. Due allowance shall be made for shortages or any other cause beyond Lessor's control. If the demised premises are rendered wholly unoccupiable by fire or other cause, and Lessor shall decide not to rebuild the same, or if the building shall be damaged that Lessor shall decide to demolish it or rebuild it, then or in any such event, the Lessor may, within ninety (90) days after such fire or decision, which notice may be delivered to Lessee personally or sent by registered mail addressed to Lessee at the building of which demised premises are a part, and thereupon the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Lessee shall vacate the demised premises and surrender the same

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to the Lessor. If the premises are damaged by fire or other peril as a direct result of Lessee's failure, the Lessee's insurance shall cover the loss and the other expenses, including the loss of rental income by the Lessor.

F. HAZARDOUS MATERIAL AGREEMENT

Lessee shall not in any manner cause or allow any toxic chemicals or waste ("Hazardous Materials") to be placed into the floor drains or elsewhere on the premises of 127 Main Street, Suite 100. Hazardous Materials include, but are not limited to, antifreeze, oils, automotive fluids and any other type of chemical that would cause damage to the Building. The term Building shall include any sewage drains, soils, ground water or air in or surrounding the Building. Hazardous Materials shall include any hazardous chemicals or materials which now or in the future are designated as hazardous pursuant to the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. 9601 et seq.) And/or the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.) or, are so designated by any other law or regulation by Lessor. If any Hazardous Materials are drained through the floor drains of the Premises or otherwise placed on the Premises of the Building by Lessee, Lessee shall notify Lessor of that fact within two (2) business days after such occurrences or within two (2) business days after the date Lessee receives any information about such occurrence. Lessee shall have seven (7) business days thereafter to repair any damage to the Premises of the Building and to any other property and to satisfy and discharge any governmental notice, order or lien placed on the property. If Lessee fails to comply strictly with the preceding sentence, such failure shall constitute a default by Lessee under the Lease and the Lease shall be considered null and void, except that Lessee's liability pursuant to this paragraph shall survive termination of the Lease. If Lessee breaches this paragraph and does not completely cure its default pursuant to the preceding sentence, Lessor shall have the right to require Lessee to one 1) cease and desist all distribution of Hazardous Materials and vacate the Premises, 2) pay all costs of removal of the Hazardous Materials and all costs to remedy, repair and restore the Premises, the Building and any other property damaged by the Lessee's breach of this paragraph and 3) pay all costs, attorney's fees, fines, penalties and damages paid by or assessed against the Building, the Lessor or any other person or property claiming against the Lessor or the Building as a result of Lessee's breach of this paragraph.

PART IV – UTILITIES

A. GENERAL

In no event shall the Lessor be liable for any interruption or failure in the supply of any such utility services to the Leased premises not caused by the Lessor.

Lessor shall not be liable for damage for failure to furnish utilities or services occasioned by strikes, breakage of equipment, failure of source of supply, acts of God, or by any act caused beyond the control of Lessor.

B. TELEPHONES

The Lessee is responsible for ordering, installation and payment of all charges for telephone use on the Leased premises during the rental periods.

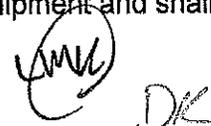
C. ELECTRIC/GAS

This amount is not included in the monthly leasing costs. This service shall not exceed the typical cost for a similar service. Any excess as determined by the Lessor shall be payable to the Lessor as additional rent.

PART V - REPAIRS AND MAINTENANCE

A. CONDITION OF PREMISES

Lessee has examined the premises, knows the condition thereof and agrees to take the same in an "as is" condition; Lessor shall maintain in good and safe working order and make necessary repairs to the interior of the premises, including, but not limited to, the structural, plumbing, heating and electrical systems, fire protection system, fire alarm system, fixtures, and equipment and shall also maintain and



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make necessary repairs to the fixtures, appliances and furnishings located therein, all at Lessor's own expense.

Should any of the appliances, plumbing, heating or electrical require repair or replacement through no fault of the Lessee, the Lessor shall be required to remedy the problem in a reasonable amount of time at the Lessor's expense.

B. TRASH COLLECTION

A central dumpster for the building is provided for routine building usage. The dumpster will be picked up routinely as required. The cost of this service is not included in the rent.

C. REPAIRS

The responsibility for repair and maintenance of the Leased premises and the building and premises of which it is a part shall be borne, paid, shared or allocated as follows:

1. With respect to any plumbing services, heating system, natural gas, electrical service, as well as roof and exterior shell, the Lessor will be solely responsible for all repairs, unless the condition has arisen due to abuse or neglect on the part of the Lessee.
2. Lessee shall repair and maintain the interior finished surfaces of the walls, floors and ceilings bounding the Leased premises.
3. Lessee shall be solely responsible for any and all changes, alterations, extensions or expansions of any of the foregoing services desired or required by the Lessee in connection with remodeling or renovating the Leased premises by Lessee.
4. Upon expiration or termination of this Lease, Lessee shall surrender possession of the Leased premises to Lessor, broom clean, in good order and condition, ordinary wear and tear expected.
5. All parts of the interior of the Leased premises shall be well maintained in a neat and presentable condition, including decor at Lessee's expense at all times during the term of this Lease.

PART VI - BUILDING EXTERIOR

A. FOYERS, SIDEWALKS

The Lessee shall neither encumber nor obstruct the entryways or sidewalks in front of said premises nor allow the same to be obstructed or encumbered in any manner, and shall keep the front and rear foyers of their respective suites free of rubbish and dirt.

B. PARKING AREA

The Lessee shall utilize the common parking area provided for employee and client parking of passenger vehicles.

C. EMINENT DOMAIN

1. **COMPLETE TAKING**
If at any time during the term of this Lease, the whole of the Leased premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, except as provided in paragraph (c) below this Lease shall terminate on the date of such taking. If less than all the Leased premises shall be so taken and in the Lessee's reasonable opinion, the remaining part is insufficient for the conduct of the Lessee's business, the Lessee may, by notice to the Lessor within sixty (60) consecutive days after notice of such taking, terminate this Lease. If the Lessee exercises this option, this Lease and the term hereof, shall end on the date specified in the Lessee's notice and the rent and additional rent shall be apportioned and paid to the date of such taking.
2. **PARTIAL TAKING**
If less than 15% of the square footage within the Leased premises shall be taken and, in the Lessee's reasonable opinion communicated by notice to the Lessor within sixty (60) consecutive days after notice of such taking, the Lessee is able to gain access to and continue the conduct of its business in the part not taken, this Lease shall remain unaffected, except that the Lessee shall be entitled to prorate abatement of rent and additional rent based on the proportion which

Lmk

DK

LEASE AGREEMENT

the area of the space so taken bears to the area of space demised hereunder immediately prior to such taking.

If the use of the occupancy of the whole or any part of the Leased premises is temporarily taken for public or quasi-public use for a period of more than sixty (60) days but less than the balance of the term, at the Lessee's option to be exercised in writing and delivered to the Lessor not later than sixty (60) consecutive days after the date the Lessee is notified of such taking, this Lease and the term hereby granted shall terminate on the date specified in the Lessee's notice or shall continue in full force and effect. If the taking is for sixty (60) days or less, or if longer but Lessee elects to continue this Lease in effect, the Lessee shall be entitled to a proportionate abatement of rent and additional rent in the manner and to the extent or at its option, receive that portion of the award for such taking which represents compensation for value of the Lessee's Leasehold estate during the portion of the term demised hereunder which was taken, in which case the Lessee shall continue to pay in full the rent and additional rent when due.

3. **AWARD**

The Lessor shall be entitled to receive the entire award or awards in any condemnation proceeding without deduction there from for any estate vested in the Lessee and the Lessor or in the proceedings except as otherwise expressly provided in this Article.

VII – MISCELLANEOUS

A. RULES

The Lessor reserves the right to adopt and promulgate from time to time reasonable rules and regulations and to amend or supplement same, applicable to the occupancy of their building, of which the demised premises form a part. Notice of such rules and regulations and amendments and supplements thereof, if any, shall be given to the Lessee, and Lessee shall comply with such rules and regulations. Any existing regulations shall be attached to this Lease. Any such rules and regulations shall apply equally to all occupants of the building.

B. EARLY OCCUPANCY

Tenant may occupy the Premises prior to the Lease Commencement above but in no event prior to PRIOR ACCESS (Paragraph T above) at no additional charge to Tenant. During this period, all the provisions of the lease above shall apply.

C. UTILITIES

Tenant shall pay for it's pro rata share of utilities to be billed monthly by Landlord. The pro rata share is to be determined based upon the Rentable Square Feet occupied by the Tenant as a percent of the total.

D. DELIVERY OF PREMISES

Premises are provided in 'as is' condition.

E. LICENSES

This lease is subject to Tenant obtaining the appropriate licenses from all governmental authorities. Such licenses must be obtained by January 31, 2016 or this lease becomes null and void without prior written approval from Landlord to extend this provision. In such circumstance, should the Lease become null and void Tenant shall forfeit the security deposit.

F. RIGHT OF FIRST REFUSAL (ROFR)

Tenant shall have an ROFR to acquire the property. Such Right must be exercised within seven (7) days of receipt of written notice by Landlord for substantially the same terms as the original offer or the ROFR expires.

LUH DK

TYLER AND DYLAN REAL ESTATE CO., LLC

LEASE AGREEMENT
PART VIII - SIGNATURE PAGE

AGREEMENT OF LEASE, made in Gilpin County, Colorado on November 30, 2015, by and between Tyler and Dylan Real Estate Co, LLC (the Lessor), and Golden Nugget Dispensary LLC (the Lessee).

WITNESS TO:

For and in consideration of the rental herein reserved and of the covenants, conditions, agreements and stipulations of the Lessee hereinafter expressed, the Lessor hereby Leases to Lessee and Lessee hereby hires from Lessor, the following described premises, situated in the County of Gilpin, State of Colorado, and known as described as approximately 3,687 square feet of floor area known as 127 Main Street Suite 100, Central City, CO 80427

Lessee AGREES to pay the following:

CURRENT LEASE	
FIRST MONTH'S RENT	\$ 4,500.00
SECURITY DEPOSIT	\$ 4,500.00
	\$ 0.00
AMOUNT DUE AT SIGNING	\$ 9,000.00

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this day and year first above written.

LESSEE:

Elice Ketehec
SIGNATURE

12/7/15
DATE

Elice Ketehec, Owner
PRINTED NAME, TITLE

12/7/15
DATE

LESSOR: Tyler and Dylan Real Estate Co, LLC, PO Box 711, Black Hawk, CO 80422

[Signature]
TYLER AND DYLAN REAL ESTATE CO, LLC

12/7/15
DATE

Principal
PRINTED NAME, TITLE

12/7/15
DATE

DK

TYLER AND DYLAN REAL ESTATE CO., LLC

LEASE AGREEMENT
LEASE GUARANTY

The undersigned, jointly and severally if more than one (each individually referred to herein as a "Guarantor"), being financially interested in the welfare of the Tenant, and as an inducement to Landlord to enter into the foregoing Lease, does hereby guarantee the full and timely observance of all terms, covenants and conditions of the Lease. Guarantor hereby waives any and all notices to which Tenant may be entitled, including but not limited to any notice of breach or default by Tenant. Guarantor hereunder hereby authorizes Tenant to agree to any modification, amendment or alteration to the Lease, and agrees that any such modification, amendment or alteration will not relieve Guarantor from its obligations hereunder.

This Guaranty shall apply for the initial term of the Lease, and any renewal or extension thereof, including any holdover term following the term of this Lease. Landlord shall be entitled to recover all costs of collection, including reasonable attorney's fees and court costs, expended in enforcing Landlord's rights hereunder. The liability of Guarantor hereunder shall not be affected by (a) the release or discharge of Tenant in any bankruptcy or similar proceeding; (b) the rejection or disaffirmance of the Lease in any such proceeding; (c) the assignment or transfer of the Lease by Tenant; or (d) any disability or other defense of Tenant.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty as of the 7th day of December, 2015.

567 81 2621
SS#:

[Signature]
Signature:

Cheryl Mayes
Printed:

558-95-8582
SS#:

[Signature]
Signature:

Kelsey Summers
Printed:

DK

LEASE AGREEMENT

ATTACHMENT "A"

TENANT RULES

1. No smoking by tenants or guests inside of the building.
2. Any electrical equipment consuming high amperage draw (beyond what is typically provided by a normal convenience outlet), will have to be reviewed/approved by the Building Owner. The cost for same must be borne by the Lessee.
3. Wiring practices for electrical power, telephone communications, data, modems, etc., must be in accordance with all codes, and be approved by the Building Owner.
4. **Building Security**
It is the responsibility of each Lessee to maintain their respective space in a secure manner. Upon leaving their office space for the day, their office space must be secured, windows and doors closed and locked. The main entry door will be locked at 5:00 p.m. Anyone needing access after normal business hours shall utilize their key to obtain entry.
5. No animals of any type or domestic pets are allowed in the building, or on the premises. This includes the common spaces, as well as individual tenant areas. The only exception to this rule is "seeing-eye" dogs for blind patrons.
6. The Lessee shall maintain a noise level from the leased premises, consistent with that of a professional office environment which is not intrusive to other building tenants.
7. Lessee agrees and accepts to State and National Criminal Back Ground Check and as a condition of this lease, authorizes Lessor to review and inspect standard credit check background scores. Upon Lessors discretion, additional fees may apply if information gathered is not within acceptable tolerances.
8. Lessee understands and accepts current architectural plans to refurbish front of building. Lessee will use best efforts to minimize retail disruption during this time period. Furthermore, Lessee agrees and accepts that there will be minor construction challenges during this event and by execution of this Lease, is aware and cognoscente of this pending event. Lessor will not be financially liable for any negative impacts to Lessee during this short time period.
9. No modifications, alterations, damage, removal, painting or improvements to the Main Floor Bar will be allowed. Use of the Main Floor Bar in its current condition is permissible by Lessee.
10. Certain Basement walls that provide support for the Fire Suppression System and Fire Alarm System will not be allowed alteration. Lessor shall inform Lessee upon occupation of said walls.

DK

DR 0140 (02/16/11)
DEPARTMENT OF REVENUE
DENVER CO 80261-0013

STATE
COLORADO

Must collect
taxes for:
**SALES TAX
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
30251131-0000	60-0005-002	L	010116			Nov	27	15	2017

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: GOLDEN NUGGET DISPENSARY
127 MAIN STREET CENTRAL CITY CO 80427

**THIS LICENSE IS NOT
TRANSFERABLE**

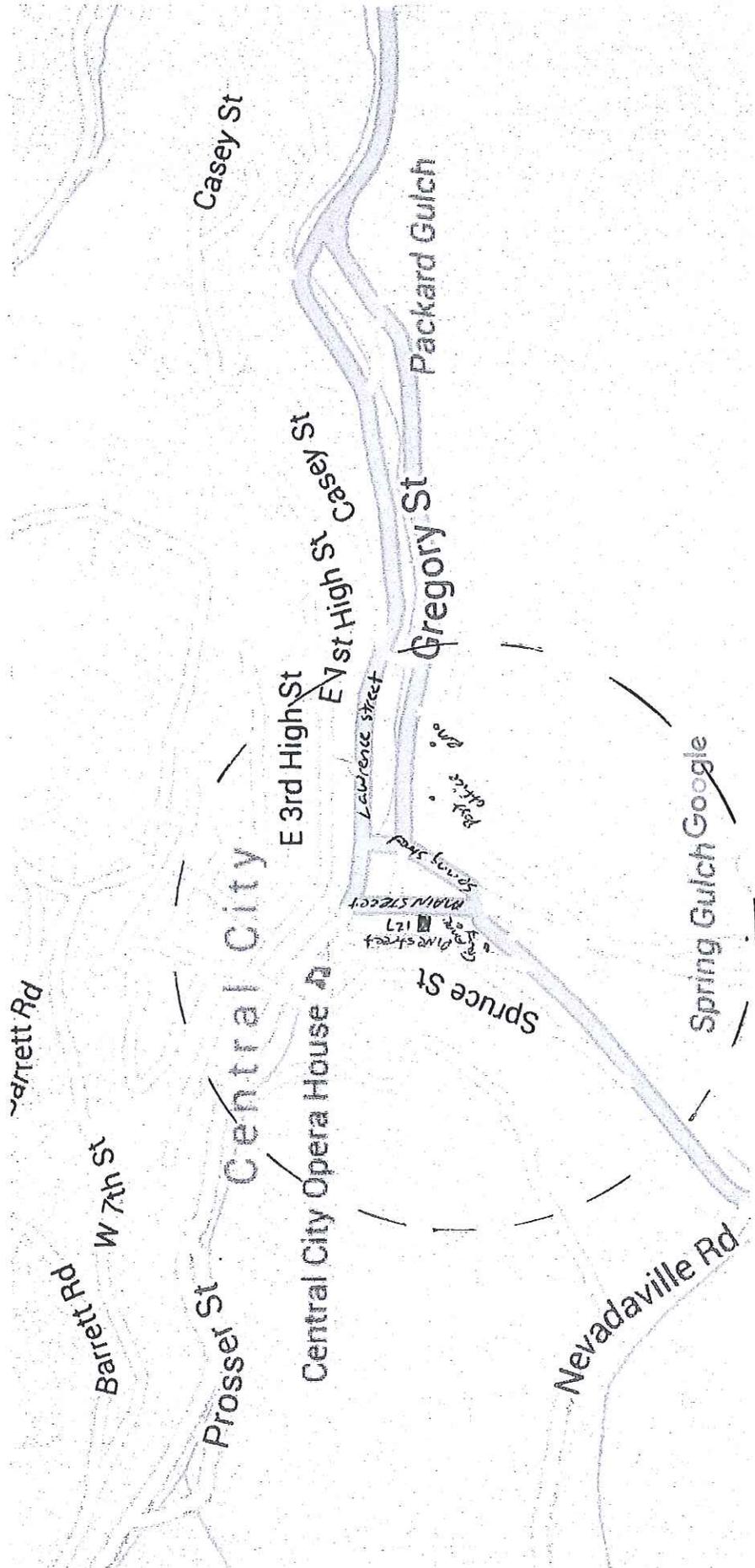


GOLDEN NUGGET DISPENSARY LLC
ATTN: CODY MAYASICH
5930 ORCHARD GROVE CT
LOVELAND CO 80538-4610

Handwritten signature of Barbara J. Burke in black ink.

Executive Director
Department of Revenue

Area map loc: Golden Nugget Dispensary LLC,
 127 Main Street, Central City, CO 80427



- Scale: 1/4" = 165 feet
 1/4 mile = 1320 feet
- 127 main street is work in proximity boundaries to any residential zones and schools set by Central City.
 - No schools in zone



AGENDA ITEM # 8

CITY COUNCIL COMMUNICATION FORM

FROM: Daniel R. Miera, City Manager

DATE: February 16, 2016

ITEM: Resolution No. 16-06: A RESOLUTION APPOINTING THE MUNICIPAL JUDGE AND SETTING THE TERM AND COMPENSATION FOR SERVICE

ORDINANCE
 MOTION
 INFORMATION

I. **REQUEST OR ISSUE:**

Approval of extension for the appointment of David R. Gloss as the Central City Municipal Judge effective February 1, 2016 to expire on January 31, 2018 with eligibility for renewal of additional 2 year terms.

II. **RECOMMENDED ACTION / NEXT STEP:**

Staff recommendation is a Council motion to approve the attached resolution.

III. **FISCAL IMPACTS:**

Compensation is the same as previous. The total fiscal impact is \$8,400 annually at \$700/month.

IV. **BACKGROUND INFORMATION:**

By unanimous vote, the Council appointed Judge Gloss at the June 5, 2012 meeting through January 31, 2014 and renewed through January 31, 2016.

V. **LEGAL ISSUES:**

None.

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:**

None.

VII. **SUMMARY AND ALTERNATIVES:**

Council may take one of the following actions:

1. Approve the resolution as requested.
2. Deny the resolution as written.
3. Direct staff to pursue an alternative approach.

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 16-06**

**A RESOLUTION APPOINTING THE MUNICIPAL JUDGE AND SETTING THE
TERM AND COMPENSATION FOR SERVICE**

WHEREAS, the City is authorized by Section 13-10-105, C.R.S. and Section 8.2 of the Home Rule Charter to appoint a Municipal Judge to preside over the City of Central Municipal Court; and

WHEREAS, by unanimous vote of the City Council on June 5, 2012, the City Council appointed David R. Gloss as the Municipal Judge to preside over the Municipal Court; and

WHEREAS, the initial term of appointment was June 5, 2012 through January 31, 2014 and then renewed through January 31, 2016 with eligibility for renewal of additional two (2) year terms thereafter.

WHEREAS, the City Council would like to extend the appointment through January 31, 2018.

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

Section 1. Appointment. The City Council hereby extends the appointment for David R. Gloss as the Central City Municipal Judge effective February 1, 2016. Compensation shall be fixed at Seven Hundred Dollars (\$700.00) per month.

Section 2. Term. The term of appointment shall expire on January 31, 2018; thereafter the term of appointment shall be two (2) years.

Section 3. Removal. In accordance with Section 13-10-105(1)(c), C.R.S., and Section 8.2(c) of the Home Rule Charter, removal of the Municipal Judge is only permitted for "cause" as defined in state statute.

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

ADOPTED THIS 16th DAY OF FEBRUARY, 2016.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

By: _____
Reba Bechtel, City Clerk



AGENDA ITEM # 9

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Engels and Members of City Council
FROM: Sam Hoover, Public Works Director
DATE: February 9, 2016 (Meeting Date February 16, 2016)
ITEM: Resolution No. 16-07

ORDINANCE
 MOTION / RESOLUTION
 INFORMATION

- I. **REQUEST OR ISSUE:** Resolution 16-07 ("Resolution") approves an intergovernmental agreement with Black Hawk for limited snow removal services in 2016 (the "Agreement") which Agreement automatically renews unless either party gives at least 90 days' advance written notice of termination.
- II. **RECOMMENDED ACTION / NEXT STEP:** The proposed Agreement is attached to Resolution 16-07 as Exhibit 1. City Council may approve the Agreement to memorialize the terms and conditions pursuant to which Black Hawk will provide limited snow removal services to the City.
- III. **FISCAL IMPACTS:** N/A
- IV. **BACKGROUND INFORMATION:** Under the proposed Agreement, Black Hawk will provide limited snow removal services on Gregory Street and Lawrence Streets within Central City from and between D Street in Central City to the municipal boundary between Black Hawk and Central City. The limited snow plowing services to be provided by Black Hawk will be considered secondary and supplementary to Central City, and the primary responsibility for any and all maintenance of these roadways within Central City shall remain with Central City.

The Agreement is intended to address an issue that Black Hawk has been contending with as it relates to its snow plow operations and route. In the past, Black Hawk snow plow trucks have been turning around at the Red Dolly parking lot when they approach the end of their route at the west end of Black Hawk. According to Black Hawk this has the potential to create some safety issues, and Black Hawk would prefer to have its snow plows drive into Central City (from Gregory, up Lawrence) and turn at D Street (roadway in front of the Reserve Casino – perpendicular to the Reserve, intersecting at Gregory and Lawrence), and then head back down to Black Hawk using Gregory St.

The proposed Agreement is intended to: (1) authorize the Black Hawk snow removal vehicles to travel this route; and (2) authorize the Black Hawk snow plows to keep their blades in the “down” position (when weather and snow conditions merit), in order to provide measurable benefits to both jurisdictions. Black Hawk will benefit from a safer route for their vehicles, and Central City will benefit from Black Hawk providing supplemental or secondary snow removal services on these specific City roadways.

V. **LEGAL ISSUES:** N/A

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

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

PROPOSED MOTION: “I MOVE TO APPROVE RESOLUTION NO. 16-07, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BLACK HAWK, COLORADO, FOR LIMITED SNOW REMOVAL SERVICES.”

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 16-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
BLACK HAWK, COLORADO, FOR LIMITED SNOW REMOVAL SERVICES**

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

WHEREAS, Section 29-1-203, C.R.S., authorizes the City to cooperate and contract with other governmental entities regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the City has contracted with the City of Black Hawk to provide the Black Hawk and Central City Tramway shuttle service and the shuttle service is currently operating and providing service to both cities; and

WHEREAS, Black Hawk desires to cooperate and contract with the City for Black Hawk to provide limited snow removal services upon certain Central City roadways, subject to the terms and conditions set forth in that certain Intergovernmental Agreement for Snow Removal Services, a copy of which is attached hereto as **Exhibit 1**.

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

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

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

ADOPTED THIS 16th DAY OF FEBRUARY, 2016.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

By: _____
Reba Bechtel City Clerk

APPROVED TO FORM:

By: _____
Marcus A. McAskin, City Attorney

Resolution Exhibits:

Exhibit 1 – Intergovernmental Agreement for Snow Removal Services
(Black Hawk)

**INTERGOVERNMENTAL AGREEMENT REGARDING SNOW REMOVAL
SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT REGARDING SNOW REMOVAL SERVICES (“Agreement”) is made and entered into this __ day of _____, 2016, (the “Effective Date”) by and between THE CITY OF BLACK HAWK, a home rule municipal corporation (“Black Hawk”) and THE CITY OF CENTRAL, a home rule municipal corporation (“Central City”), each a “Party” and collectively referred to herein as the “Parties.”

W I T N E S S E T H

WHEREAS, C.R.S. § 29-1-203 authorizes Black Hawk and Central City to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide;

WHEREAS, the newly created Black Hawk and Central City Tramway shuttle service is operating and providing service to both cities; and

WHEREAS, Black Hawk and Central City desire to cooperate and contract for Black Hawk to provide limited snow removal services upon certain Central City roadways, subject to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. Snow Removal Services. Black Hawk agrees to provide limited snow removal services on Gregory Street and Lawrence Streets within Central City from and between D Street in Central City to the municipal boundary between Black Hawk and Central City (“Gregory and Lawrence Streets within Central City”). Black Hawk shall provide such limited snow removal service as part of Black Hawk’s providing such regular snow removal services within Black Hawk on that portion of Gregory Street at the western boundary of Black Hawk. This limited service will be considered secondary and supplementary to Central City, and the primary responsibility for any and all maintenance of these roadways within Central City shall remain with Central City. Black Hawk shall have no obligation to provide such limited snow removal services if it is unable to do so for any reason, and such inability shall not be deemed a breach of this Agreement.

2. Term.

- a. The initial term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2016.
- b. This Agreement shall automatically renew for subsequent one (1) year terms commencing on January 1, 2017, and shall remain in full force and effect unless and until terminated in accordance with Section 2.c. below.

- c. Either Party shall have the right to terminate this Agreement, without cause, provided that the Party desiring to terminate this Agreement has provided a minimum of ninety (90) days advance written notice to the other Party. Any such written notice of termination given under this Agreement shall clearly set forth the date of termination of this Agreement.

3. Payment. No payment shall be required for the providing of such snow removal services, as the Parties jointly determine such limited snow removal services are in the best interests of both Parties in assisting the provision by Black Hawk to Central City of transportation services.

4. Insurance. Both Parties are afforded certain governmental immunity pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes, are members of the Colorado Intergovernmental Risk Sharing Agency (“CIRSA”), and agree to keep such CIRSA insurance coverage in place throughout the term of this Agreement so as to cover the risks of any liabilities for damages or otherwise which may arise by operation of this Agreement. In addition, Black Hawk and Central City agree to use their reasonable best efforts to communicate regarding the accumulation of snow and/or ice on Gregory and Lawrence Streets within Central City as required by and consistent with C.R.S. § 24-10-106(1)(d)(I).

5. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to Black Hawk or Central City, its officials, employees, contractors or agents, or any other person acting on behalf of Black Hawk or Central City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

6. Assignment. Neither this Agreement, nor any of a Party’s rights, obligations, duties or authority hereunder, may be assigned in whole or in part.

7. Relationship of Parties. This Agreement does not and shall not be construed as creating a relationship of joint venturers, partners, or employer-employee between the Parties.

8. Modification. This Agreement may be modified, amended, changed or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by the Parties. No consent of any third party shall be required for the negotiation and execution of any such agreement.

9. Severability. In the event any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner, the legality of the remaining provisions of this Agreement, and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

10. Jurisdiction. This Agreement is made in and subject to the laws of the State of Colorado. Any disputes shall be brought in the District Court in and for the County of Gilpin,

State of Colorado.

11. No Third Party Beneficiaries. The benefits and burdens of the Agreement shall inure solely to the Parties. There are no third-party beneficiaries of this Agreement.

12. Subject to Annual Appropriation. Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of either party not to be performed during the current fiscal year are subject to annual appropriation.

13. Notice. Any notice or demand under which the terms of this Agreement and under any statute must or may be given or made by Black Hawk or Central City shall be in writing and shall be given or made by personal service, first class mail, or by certified or registered mail to the parties:

City of Black Hawk
Attn: City Manager
P.O. Box 68
201 Selak
Black Hawk, CO 80422

City of Central
Attn: City Manager
P.O. Box 249
141 Nevada Street
Central City, CO 80427

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party, by written notice so provided, may change the address to which future notices shall be sent.

14. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

15. No Personal or Contractual Liability. No elected official, director, officer, agent or employee of Black Hawk or Central City shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof, or because of his or her execution or approval of this Agreement.

16. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement Regarding Snow Removal Services, to be effective as of the Effective Date set forth above. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

[SIGNATURE PAGE FOLLOWS]

CITY OF CENTRAL

By: _____
Ron Engels, Mayor

ATTEST:

Reba Bechtel, CMC, City Clerk

CITY OF BLACK HAWK

By: David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 16-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO ACCEPTING AND ADOPTING THE RECOMMENDED
FISCAL YEAR 2016 CLASSIFICATION AND COMPENSATION PLAN AND
ESTABLISHING IMPLEMENTATION POLICIES FOR FISCAL YEAR
2016.**

WHEREAS, the City of Central (“City”) commissioned a study in 2015 to update its Classification and Compensation Plan (“Plan”), and a recommended plan for Fiscal Year 2016 was presented to City Council on January 5, 2016; and

WHEREAS, approximately half of the City’s jobs require updated titles with respect to their classification(s); and

WHEREAS, the City’s current salary structure is not aligned with the market for most of its benchmark positions, as nearly half of the benchmark jobs have a salary structure that falls below the prevailing rates; and

WHEREAS, the current salaries for approximately forty percent (40%) of the employees are below the Minimums of the recommended 2016 salary ranges for their positions’ job classes; and

WHEREAS, it is understood that the organization can realize significant value by establishing a competitive salary policy at 100% of the prevailing rates, if financially feasible; and

WHEREAS, the City highlighted the significance of these issues and evidenced its commitment to addressing them by establishing a specific line-item within the FY 2016 Budget to fund the implementation of the updated Plan, and provide for merit adjustments, as financially feasible within the available budget; and

WHEREAS, the City intends to proceed with the controlled implementation of this updated Plan in FY 2016 by establishing certain policies.

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

Section 1. The City accepts and adopts the *Recommended FY 2016 Classification and Compensation Plan* as presented, and establishes the following implementation policies for FY 2016, with all having an effective date of January 1, 2016.

Section 2. The City recognizes the value in establishing a competitive salary policy at 100% of the prevailing rates, if financially feasible. As such, it is the policy of the City to pay its employees at the prevailing rates paid for similar work by the employers with whom we compete for quality staff, if financially able, based on the average rates of comparable regional public employers.

- Section 3.** The City supports the reclassification and/or retitling of employee positions as necessary to meet the needs of the organization, and to improve the alignment between position job classes and their corresponding salary structures.
- Section 4.** The City accepts the use of a permanent salary range table, and adopts the *City of Central Permanent Salary Range Table* included within the Plan.
- Section 5.** Within the earmarked funds for implementation in FY 2016, the City Manager is authorized to bring the salaries of all employees to the *Minimum* of the salary range for their position's job class as of the Plan's effective date.
- Section 6.** All employees whose current salaries are above the *Maximum* of their new salary ranges on the Plan's effective date will have their salaries frozen.
- Section 7.** To the extent that implementation funds are available (and after all salaries have been adjusted up to *Minimum*), the City Manager is authorized to increase the salaries of all employees within their new ranges as necessary to prevent range compression based on performance and/or longevity.
- Section 8.** To the extent that funds can be made available within the budget, the City Manager is authorized to update the salaries of employees within their Salary Ranges based on their objectively measured job performance (Merit Increases) and the use of an annually adjusted *Merit Increase Guide*.
- Section 9.** No "across-the-board" rate adjustments will be granted because they significantly impair external competitiveness and reduce merit increase opportunities for deserving employees.

ADOPTED THIS 16th DAY OF FEBRUARY, 2016.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

APPROVED TO FORM:

By: _____
Reba Bechtel, City Clerk

By: _____
Marcus A. McAskin, City Attorney



AGENDA ITEM # 11

CITY COUNCIL COMMUNICATION FORM

FROM:  Ray W. Rears, Community Development Director
CC: Daniel Miera, City Manager
DATE: February 16, 2016
ITEM: Resolution No. 16-09: Adopting a City Billboard biennial leasing policy along the Central City (Casino) Parkway.
NEXT STEP: Council Action on Resolution No. 16-09

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Establish a biennial (every two-years) Billboard leasing policy for the six (6) existing Central City (Casino) Parkway Billboards.

II. BACKGROUND INFORMATION:

- The City approved six billboards along the Central City Parkway in 2004.
- The City owns all the billboards and can restrict the content displayed.
- Five of the six bill boards were granted to Fortune Valley (Reserve) to use for their exclusive or sub-leased advertising to off-set their capital cost of installation until the end of 2015.
- The City is free to determine how best to use the billboards from this point forward.
- There are a total of six billboards along the parkway with a total of ten-sign faces.
- The current lease fee was established in 2010.

While reviewing the billboard framework policy to use into the future, a number of factors were considered on how best to lease the billboards along the Central City Parkway (Casino Parkway). The overall policy direction recommended by staff is incorporated into the proposed billboard policy, a copy of which is attached to Resolution No. 16-09 as **Exhibit A** (the "Billboard Policy").

The Billboard Policy is summarized as follows:

- 1) The use of the billboards should be available to any business or activity lawfully operating within the City of Central limits whose success will be shared by the City either directly or indirectly.
- 2) The cost of the lease should be reasonable and not put an unreasonable financial burden on the business community, but should be tied to inflation.
- 3) That local non-profits and the City should have a way of promoting local activities and events without competing against local business directly for the use of billboard space.
- 4) That the lessee selection method must be fair to those local businesses interested in leasing billboard space.
- 5) The business who receives the lease is the only user of the space and that the billboard is not sub-leased.
- 6) That the funds generated from the Billboard Lease Program be used primarily for marketing efforts by the City.
- 7) That only those without any outstanding billboard lease payments may participate in future leases.

Policy 1 – Supports the City

Based on the first policy, any lease would be restricted to a business or activity lawfully operating within the boundaries of Central City. Those with outside interests and not directly or indirectly benefiting the City would not be permitted to participate in the billboard lottery or be permitted to lease a billboard.

Policy 2 – Unreasonable Financial Burden

The cost to lease a billboard has been set at \$525 per sign face since at least 2010. Prior to 2010 the City collected \$306.25 per sign face. Staff is recommending to Council that the lease be adjusted biennially based on inflation and specifically tied to the national Consumer Price Index to ensure the same effective cost to the lessee to lease billboards, thereby limiting the financial impact on the lessee and ensuring ongoing fair compensation to the City in 'real' dollars. If the Billboard Policy is adopted, the lease rate for the initial term (March 1, 2016 – December 31, 2017) would be set at \$571.03 per month per sign face.

Policy 3 – Non-profit Support

Like in prior years, the City would retain one of the billboards to be used to support local non-profit or City events. It is expected the City will retain billboard 6 (closest to town), which is not lighted.

Policy 4 – Fair Selection

It is in the City's best interest to ensure that all businesses or activities that meet Policy 1 and are interested in leasing a billboard from the City have the opportunity to participate in the selection process. Staff is recommending a random drawing to select the order of who will lease a billboard face on a biennial predetermined date and time until all the faces are leased. Only one billboard face will be able to be selected by each participant, per round until all the faces have been selected. The number of rounds will be determined by the number of participants.

Policy 5 - Sub-leasing is Prohibited

In 2010, it was estimated that the City could lease each face for as much as \$1,000 per month. As proposed the City is still leasing these billboard signs considerably below market in order to ensure the continued success of our local businesses. It is not in the City's best interest to provide this direct benefit to business who then are able to make a direct profit by sub-leasing Central City public property.

Policy 6 – Revenue Funds City Marketing Efforts

It is proposed that the majority of the funds generated through this billboard lease program fund the Visitor Center, Main Street Central City and other marketing efforts with a small portion held back for ongoing maintenance costs.

Policy 7 – Outstanding Payments

The City relies on these lease payments and makes financial commitments based on the estimated revenue generated. Only those businesses or entities that are not in default of the terms of a lease may participate in future leases.

Staff Recommendation

The City has received \$1,050 per month, per double-sided billboard or \$525 per sign face, per month for a total annual revenue received of \$63,000 (estimated).

Staff is recommending the City tie the 2016-2017 and future lease payments to the Consumer Price Index (CPI) ensuring that same spending power for the dollars received associated with the lease.

Consumer Price Index Data			
	Amount		
2010	\$1,050	Percent Change (Average)	Change in Dollars
2011	\$1,050	3.20%	\$33.60
2012	\$1,083.60	2.10%	\$22.76
2013	\$1,106.36	1.50%	\$16.60
2014	\$1,122.95	1.60%	\$17.97
2015	\$1,140.92	0.10%	\$1.14
2016	\$1,142.06		
http://www.usinflationcalculator.com/inflation/consumer-price-index-and-annual-percent-changes-from-1913-to-2008/			

The lease cost for the next ensuing January 1 term would be analyzed during the November/December period of each odd numbered year, and adjusted if and as necessary based on the most recent national CPI data available. The cost of each face would be one-half the full double-sided cost amount. Based on the CPI data above (including adjustments from 2010 through present), the City's billboard lease rate for leases commencing on March 1, 2016 and terminating on December 31, 2017 will be \$571.03 per month per sign face.

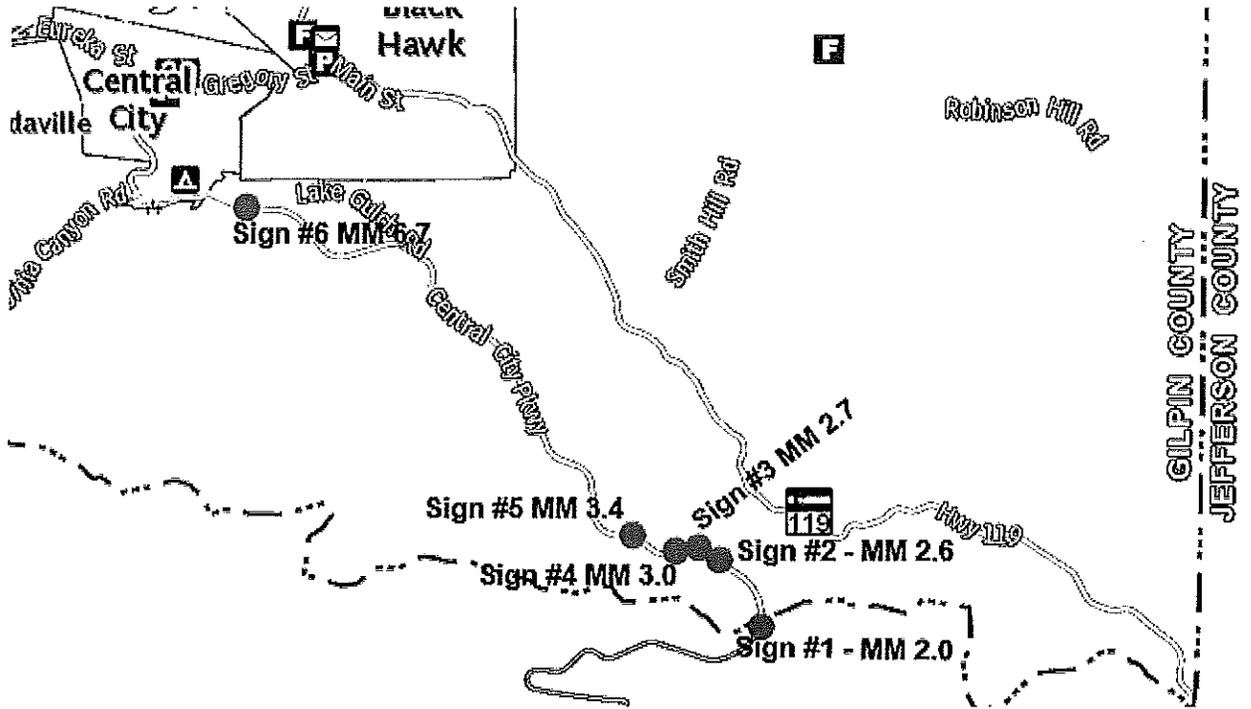
Based on that revised lease rate (and the \$525 per sign face lease rate applicable in January and February of 2016), total 2016 revenue is estimated at \$60,842.70 as shown in the calculation set forth below:

$$(9 \text{ faces} \times \$571.03 \times 10 [\text{March-Dec.}]) + (9 \text{ faces} \times \$525 \times 2 [\text{Jan. \& Feb.}]) = \$60,842.70$$

Reserving sign 6 for use by the City will provide the City with a dedicated billboard along the Parkway which can be used by the City, the Central City Opera, Gilpin History etc. Additionally, the Billboard Policy ties future adjustments in the monthly lease rate to the CPI, thereby maintaining the amount of 'real' dollars supporting Central City directed marketing efforts.

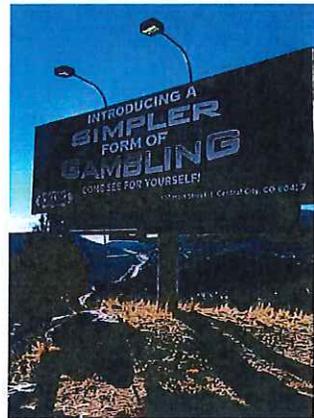
If this proposal is found acceptable to Council, staff will solicit bids for a deadline of Wednesday, February 24, 2016, with leases starting on March 1, 2016 running through December 31, 2017 (22 months). The leasing policy would continue to follow this policy each odd numbered year, with automatic adjustments in the monthly lease rates based on the CPI.

For example, City Staff will analyze available CPI data in November/December of 2017, and the new lease rates will be established for the next ensuring biennial leasing period (January 1, 2018 through December 31, 2019).

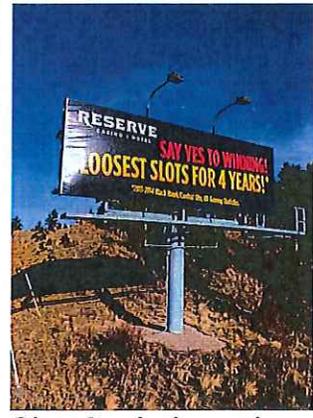




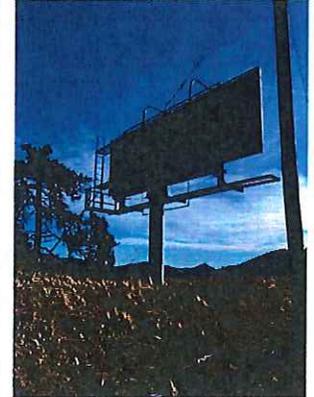
Sign 1 – In-bound



Sign 1 – Out-bound



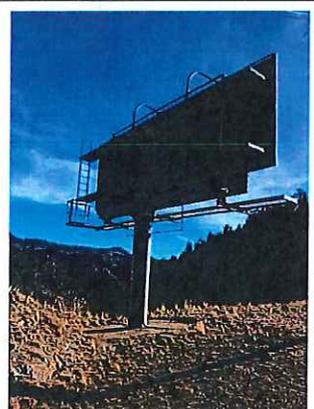
Sign 2 – In-bound



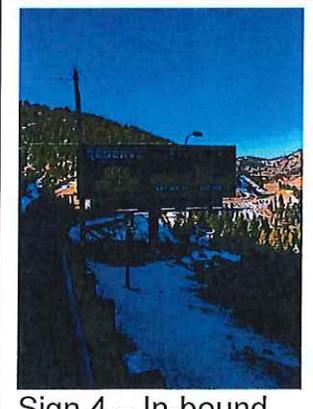
Sign 2 – Out-bound (No Face)



Sign 3 – In-bound



Sign 3 – Out-bound (No Face)



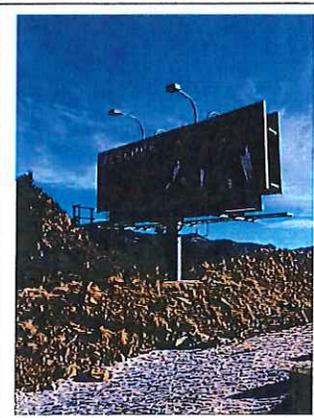
Sign 4 – In-bound



Sign 4 – Out-bound



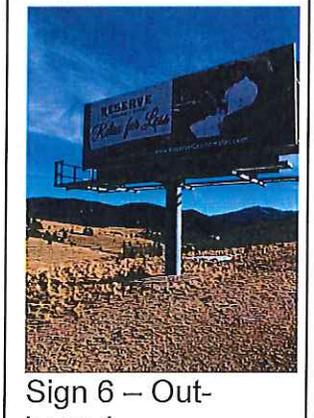
Sign 5 – In-bound



Sign 5 – Out-bound



Sign 6 – In-bound Unlighted



Sign 6 – Out-bound Unlighted

III. FISCAL IMPACTS:

Removing one sign face from the lease program for City use will lower the City's projected revenue in 2017 and future years by approximately ten percent (10%). The effect on revenue in 2016 is much less given that the City is proposing to increase the monthly lease rates by approximately nine percent (\$525 per month per sign face to \$571.03 per month). In 2016, the City's estimated revenue will decrease by approximately \$2,157.30, (\$63,000.00 less \$60,842.70) but provide the City with a dedicated billboard. Additionally, the Billboard Policy, if approved, will tie future increases in the monthly lease rate to the CPI, thereby maintaining the amount of 'real' dollars to support City directed marketing efforts.

IV. RECOMMENDED ACTION / NEXT STEP:

Staff is recommending adoption of Resolution 16-09 adopting the new Billboard Policy.

V. LEGAL ISSUES:

None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None

VII. SUMMARY AND ALTERNATIVES:

1. Move to approve as proposed with no conditions or modifications.
2. Move to approve with modifications.
3. Move to send the draft Billboard Policy back to Staff for additional review and schedule this item for consideration by City Council at a later date.

Recommended motion: "I MOVE TO APPROVE RESOLUTION NO. 16-09, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO ADOPTING A CITY BILLBOARD BIENNIAL LEASING POLICY ALONG THE CENTRAL CITY (CASINO) PARKWAY"

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 16-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO ADOPTING A CITY BILLBOARD BIENNIAL LEASING POLICY
ALONG THE CENTRAL CITY (CASINO) PARKWAY**

WHEREAS, the existing Central City Parkway billboards are owned by the City of Central and each constitutes an *Off-site sign*, as that term is defined in Section 14-1-50 of the Municipal Code; and

WHEREAS, pursuant to Section 14-2-30(11) of the Municipal Code, public entities off-site signs are exempt from permitting and review under the City of Central Sign Code; and

WHEREAS, the City Council desires to create a City billboard biennial leasing policy (the "Billboard Policy") which will assist with furthering the economic development goals and other goals and policies of the City; and

WHEREAS, a copy of the Billboard Policy is attached to this Resolution as **Exhibit A** and is incorporated herein by reference; and

WHEREAS, the City billboards constitute a non-public forum, in that the billboards have never, by tradition or designation, been a forum for public communication; and

WHEREAS, the City has historically leased the City billboards to commercial interests operating only within the limits of the City in order to promote City businesses and to further other articulated goals and policies of City Council; and

WHEREAS, the City billboards have never been designated as a location for indiscriminate expressive activity by the general public; and

WHEREAS, the City desires to restrict the content of the billboards in accordance with the Billboard Policy; and

WHEREAS, the City Council has reviewed the Billboard Policy and has determined it to be reasonable; and

WHEREAS, Section 7.3(l) of the Home Rule Charter authorizes the City Council to delegate duties to the City Manager that are not inconsistent with the Charter; and

WHEREAS, City Council desires to delegate authority to the City Manager to execute agreements and other documents as are necessary to facilitate and implement the Billboard Policy,

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

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

Section 2. The City Council hereby formally adopts the Billboard Policy more fully described in **Exhibit A** attached hereto.

Section 3. The City Council authorizes the City Manager to execute lease agreements and such other letters, orders, and other documents as may be necessary or desirable to facilitate the successful implementation of the Billboard Policy, as adopted pursuant to this Resolution.

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

ADOPTED THIS 16th DAY OF FEBRUARY, 2016.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

APPROVED TO FORM:

By: _____
Reba Bechtel, City Clerk

By: _____
Marcus A. McAskin, City Attorney

EXHIBIT A
CITY OF CENTRAL - BILLBOARD POLICY

I. PURPOSE OF POLICY:

The purpose of this Billboard Policy is to provide general guidance regarding the operation and management of the City's six (6) billboards containing ten (10) total sign faces. All billboards subject to this Policy and owned and operated by the City of Central.

The City-owned billboards are a non-public forum. The billboards have never been a forum for public communication. The City has historically leased the billboards to commercial interests operating within the corporate boundaries of the City in order to promote City businesses and to further the economic development goals and other goals and policies of the City.

II. SCOPE:

This policy governs and establishes: (a) which entities may apply to lease billboard space; (b) the lease rates and other policies regarding the rental of the City billboards; (c) details regarding the lessee selection method; (d) a clear prohibition on the sub-leasing of any City billboards; (e) that revenues generated from the Billboard Lease Program be used primarily for marketing efforts by the City; and (f) that only those entities in good standing under the Billboard Lease Program may participate in future leases.

III. DEFINITIONS:

There are no specialized words or terms used in this policy. Words shall have their general meaning as defined by the Merriam Webster On-line Dictionary, <http://www.merriam-webster.com/>

IV. POLICY:

- 1) The use of the six (6) City-owned billboards should be available to any business or activity operating within the City of Central limits whose success will be shared by the City either directly or indirectly.
- 2) The annual cost of the lease should be reasonable and not put an unreasonable financial burden on Central City's business community, and future adjustments to the lease rates should be tied directly to the Consumer Price Index (CPI).
- 3) That local non-profits and the City should have a way of promoting local activities and events without competing against local business directly for the use of billboard space.

- 4) That the lessee selection method must be fair to those Central City businesses and activities interested in leasing billboard space.
- 5) That the business or activity who receives an offer from the City to enter into a lease agreement with the City be the sole and exclusive user of the leasable sign area for the entire term of the lease. All leases entered into with the City shall specifically prohibit any sub-leases.
- 6) That the funds generated from the Billboard Lease Program be used primarily to fund or assist in funding marketing efforts by the City.
- 7) That only those businesses or activities without any outstanding billboard lease payments may participate in future leases with the City.

V. CITY MANAGER MAY AUTHORIZE EXCEPTIONS:

When deemed in the City's best interest, the City Manager shall have the authority to authorize waivers, exemptions or exceptions to this Billboard Policy.

VI. FUTURE MINOR AMENDMENTS TO BILLBOARD POLICY:

The City Council hereby authorizes the City Manager to adopt administrative directives consistent with this Billboard Policy and to adopt updates and minor amendments to this Billboard Policy not resulting in any decrease to budgetary revenues from the leasing of the City billboards, which administrative directives or updates or minor amendments to the Billboard Policy shall become effective without need for further approval or ratification by City Council. The City Manager shall advise the City Council in writing with respect to any amendments to the Billboard Policy that are made by the City Manager pursuant to the authority set forth in this Section VI.

VII. EFFECTIVE DATE:

This Billboard Policy was approved by City Resolution No. 16-09, effective February 16, 2016.

VIII. APPROVAL:

Daniel Miera, City Manager

Date



AGENDA ITEM # 12

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Engels and Members of City Council
FROM: Reba Bechtel, City Clerk
DATE: February 11, 2016 (Meeting Date February 16, 2016)
ITEM: Resolution No. 16-10

ORDINANCE
 MOTION / RESOLUTION
 INFORMATION

- I. **REQUEST OR ISSUE:** Resolution 16-10 ("Resolution") approves an engagement letter with the law firm of Michow Cox & McAskin, LLP ("MCM") to provide general counsel legal services to the City. The City Attorney, Marcus McAskin is currently providing legal services to the City through the law firm of Widner Michow & Cox, LLP ("WMC"). WMC is realigning into two law firms effective March 1, 2016. A new engagement letter with the MCM firm is required given that on and after that date Mr. McAskin will be practicing with that firm.
- II. **RECOMMENDED ACTION / NEXT STEP:** The proposed engagement letter is attached to the Resolution as an exhibit.
- III. **FISCAL IMPACTS:** N/A. Mr. McAskin's billing rate will remain unchanged.
- IV. **BACKGROUND INFORMATION:** Mr. McAskin will provide additional background information to City Council at the February 16th meeting.
- V. **LEGAL ISSUES:** N/A
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A

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

PROPOSED MOTION: "I MOVE TO APPROVE RESOLUTION NO. 16-10, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, APPROVING AN ENGAGEMENT LETTER WITH THE LAW FIRM OF MICHOW COX & MCASKIN, LLP TO CONTINUE TO PROVIDE LEGAL SERVICES TO THE CITY."

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 16-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CENTRAL, COLORADO APPROVING AN ENGAGEMENT LETTER
WITH THE LAW FIRM OF MICHOW COX & MCASKIN, LLP TO
CONTINUE TO PROVIDE LEGAL SERVICES TO THE CITY**

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

WHEREAS, Section 8.1 of the Home Rule Charter provides that the City Council shall appoint a City Attorney to serve at the pleasure of Council; and

WHEREAS, Marcus McAskin is currently serving as the City Attorney; and

WHEREAS, the current law firm of Widner Michow & Cox, LLP is realigning into two firms effective March 1, 2016; and

WHEREAS, Mr. McAskin will be continuing his practice at the firm of Michow Cox & McAskin, LLP (“MCM”); and

WHEREAS, the City Council desires to retain Mr. McAskin as the City Attorney; and

WHEREAS, a copy of MCM’s engagement letter (the “Engagement Letter”) is attached and incorporated into this Resolution as **Exhibit A**; and

WHEREAS, the City Council desires to appoint MCM to function as the City Attorney and continue to provide legal services to the City as provided for in Section 8.1 of the Home Rule Charter and subject to the terms and conditions of the Engagement Letter; and

WHEREAS, the City Council desires to authorize the Mayor to execute the Engagement Letter on behalf of the City.

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

Section 1. The City Council hereby (a) approves the Engagement Letter with MCM, in the form attached hereto as **Exhibit A**; and (b) authorizes the Mayor to execute the same on behalf of the City.

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

ADOPTED THIS 16th DAY OF FEBRUARY, 2016.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

APPROVED TO FORM:

By: _____
Reba Bechtel, City Clerk

By: _____
Marcus A. McAskin, City Attorney

**EXHIBIT A
ENGAGEMENT LETTER
MICHOW COX & MCASKIN LLP**



February 11, 2016

Mayor Ron Engels
City of Central
141 Nevada Street
P.O. Box 249
Central City, CO 80427

Re: Engagement Letter for Central City

Dear Mayor:

On behalf of Michow Cox & McAskin LLP ("MCM" or the "Firm"), I am pleased to submit this engagement letter pursuant to which the Firm shall provide legal services to the City of Central, Colorado ("City"). Pursuant to this engagement letter, I will continue to serve the City as the City Attorney. Linda Michow and Kathie Guckenberger will assist MCM with providing legal services to the City on an as-needed basis.

MCM dedicates its practice exclusively to the representation of Colorado local governments, special districts, and quasi-governmental authorities. We assure you that the City will find us to be extremely responsive to its needs and questions, professional and collegial with the City's elected and appointed officials, consultants and staff, friendly and easy to work with, and that we will continue to deliver thorough, efficient, cost-effective and well-deliberated legal services.

This letter of agreement memorializes the engagement of the Firm by the City to represent the City as the City Attorney. The scope of this engagement is limited to the Firm's representation of the City to handle legal issues as they arise and at the request of the City Council, City Manager or other authorized City staff and is based on the following terms and conditions. Services will be primarily provided by myself and Ms. Guckenberger.

Compensation. The City shall pay the Firm compensation for legal services rendered by Marcus McAskin, Kathie Guckenberger, Linda Michow, or other attorneys of the Firm. Legal services will be billed at an hourly rate of \$185.00 per hour. This rate is consistent with the hourly rates we charge our other governmental clients.

Costs. The City shall compensate the Firm for out-of-pocket fees and costs incurred on the City's behalf, including but not limited to filing fees, service of process, expert witness fees, court reporter fees, transcript fees, messenger fees, computer research, recording fees, title

company fees, and similar fees. Such fees will be billed to the City at the Firm's cost without mark-up. The City shall compensate the Firm for mileage expenses for personal use of private vehicles used by the Firm's attorneys incurred in the direct and exclusive performance of services for the City. Mileage shall be charged at the Firm's standard mileage rate.

Billing; Payment; Late Payment Charge. The Firm shall provide to the City detailed invoices for the legal services rendered on a monthly basis. Such invoice(s) shall separate work and fees for the specific matter. The City shall pay all billings from the Firm within thirty (30) days of receipt of invoice. If the City fails to pay any charges within thirty (30) days of the date of the bill, the Firm may elect to stop all work for the City. The City's obligation to make prompt payment of all fees and charges does not depend upon achievement of any specific result.

Term and Termination. This Agreement shall be effective upon approval by the City Council and execution of this Agreement by the Mayor and shall terminate upon written notice by either party. Termination by either party may occur at any time without cause or reason. If the City discharges the Firm, the City shall pay all fees and costs incurred to the date of termination, and the Firm shall deliver all files and documents of the City to the City.

I can assure you that the City shall, like all of our clients, continue to enjoy a position of high importance to MCM and to the attorneys assigned to serve it. In representing other clients, we have been confronted with many of the issues that the City may have faced or will be facing. MCM is conscientious about controlling legal costs, as all of our existing clients are necessarily budget-conscious. If the terms of this engagement are acceptable to the City, please countersign a copy of this letter and return it to us for our files. We very much look forward to continuing to work with the City during the balance of 2016 and beyond.

MICHOW COX & MCASKIN LLP

CITY OF CENTRAL CITY

By: 

Marcus McAskin

By: _____
Ron Engels, Mayor, *authorized pursuant to Resolution No. 16-10*

Date: February __, 2016



To: Mayor and Council
From: Daniel R. Miera, City Manager
Date: February 16, 2016
Re: Staff Report

❖ **General**

- Conducted regular Staff Meetings (Weekly Management Team Meeting).
- Various meetings with council members, staff, and community members.
- Attended the Central City Alderman Candidate Forum held at the Elks Lodge.
- Met with Alderman-Elect Jeff Aiken following the election to begin coordinating integration into his new position.
- Vacation during the week of February 8th.
- Observed Presidents' Day February 15th.
- Notable Upcoming Dates/Times:
 - Tuesday, March 1st – CIRSA Training at 4pm.
 - Tuesday, March 1st – Executive Session begins at 5:30pm
 - Strategic Planning Retreat (Phase 2) – TBD (possibly in March – week of the 7th or 28th)?

❖ **Finance / HR**

- Finalized a new ("universal") Performance Review Form which will allow for the completion of performance evaluations organization-wide.
- Prepared Resolution 16-08 to propose a recommended policy that the City can follow to implement the FY 2016 Classification and Compensation Plan.

❖ **Legal**

- Re-Appointment Resolution (16-06) for Municipal Judge Gloss.
- Continued working with City Attorney McAskin and other contractors to complete the acquisition process for the Big T Lot. Hosted a related meeting with representatives from the EPA, CDPHE, Colorado AG's Office, and Pinnacle Entertainment.
- Continued working with Attorneys and CIRSA on pending legal claims.
- Established a CIRSA training for Council and Commissions.
- Established an Executive Session to discuss a water rights related agenda.
- Met with City Attorneys to discuss next steps regarding the negotiation of a proposed IGA for law enforcement services.

❖ **Community Development / Planning**

- CCD Rears and I met with Central City Opera personnel and consultants to discuss their strategic planning direction for the organization.
- CDD Rears began the process of seeking inclusion into the Northwest Enterprise Zone, which would make the City eligible for certain economic development programs.
- Worked with CDD Rears to finalize a City billboard policy proposal.
- Attended the CPI Conference Event at the Colorado Convention Center – “Most Endangered Places” announcement.
- Met with the KOA owner to discuss preliminary expansion plans for the business in Central City.
- Met with the Hot Rod Hill Climb organizers to discuss their plans for relocating their event to Central City from Georgetown.

❖ **Intergovernmental**

- Attended a GAA (January) Meeting with Alderman Heider.
- Attended the I-70 Coalition (January) Meeting with Alderman Voorhies.
- Attended the CCBID Board Meeting in Lakewood.
- Organized a future meeting (late February) with the Bondholder representatives.

❖ **Public Safety**

- Attended the FPPA Pension Board Meeting.
- Worked to address the issues related to the City’s decision to pursue more formal discussions regarding the possibility of contracting with the Sheriff’s Department for law enforcement services. Attended four (4) consecutive nightly community meetings to address the same issues.
- Attended the Annual Firefighter’s Service Dinner Event at Johnny Z’s Casino.

City Clerk's Office

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

From: Reba Bechtel, City Clerk

Date: February 16, 2016

Re: Bi-weekly Report

- Prep for Regular Council meeting
- Prepped and attended and processed documents for Court 1/11 and 2/8
- Served as the Designated Election Official to prep and complete the special election on 2/2 and certified the election with Mayor Engels. Total costs are over \$1600 for 150 ballots voted (about \$107 per vote).
- Processed and issued the renewal for Club License for BPOE Lodge dba Central City Lodge No 557 at Main Street
- Processed and issued the renewal for Hotel and Restaurant License RCH Colorado LLC dba Reserve Casino Hotel at 321 Gregory
- Processed and issued new liquor license for Tavern License for Jan's Tavern LLC at 132 Lawrence
- Processed and issued the renewal for Hotel and Restaurant License for CC Gaming LLC dba Johnny Z's at 32 Lawrence Street
- Assisted staff with providing auditors with necessary documents
- Misc information regarding: sign permits, special events, building permits, code questions, HP, records research, liquor, marijuana, and zoning information.
- **In accordance with the request by Mayor Engels, see attached the memo from Attorney McAskin regarding the required size for a liquor premise**



WIDNER MICHOW & COX, LLP
ATTORNEYS AT LAW

MEMORANDUM

TO: Reba Bechtel, City Clerk
FROM: Marcus McAskin, City Attorney
DATE: February 12, 2016
SUBJECT: New Tavern Liquor License for Jan's Tavern, LLC dba Jan's Tavern at 132 Lawrence Street

The purpose of this short memorandum is to address an issue that arose during the January 19th meeting of the City of Central Liquor License Authority¹.

Specifically, the Mayor (sitting in his capacity as the Chair of the Liquor License Authority) inquired as to whether there is any minimum square footage requirement for a tavern, either in the Municipal Code or state law. The motion approving the new tavern license for Jan's Tavern, LLC dba Jan's Tavern was conditioned on the City Attorney providing written guidance to the City Clerk on this issue.

Following the meeting, I reviewed applicable provisions of the Colorado Liquor Code, C.R.S. §§ 12-47-101 *et seq.*, specifically including C.R.S. § 12-47-412 pertaining to tavern licenses. I also reviewed the Municipal Code.

Neither the Municipal Code nor the Colorado Liquor Code contains a square footage minimum for an establishment applying for a tavern license. In addition, I also met with Maureen Juran of this office, an attorney who represents liquor license authorities in other jurisdictions in Colorado. She confirmed that there is no minimum square footage requirement in state law and confirmed that there have been numerous examples of "small bars" approved in other jurisdictions in the State of Colorado.

A summary of the above guidance was provided to you by email dated January 21, 2016. The purpose of this short memorandum is to document my findings for the file and allow you to continue to administratively process the new tavern license for Jan's Tavern, LLC dba Jan's Tavern.

¹ Pursuant to Article VI of Chapter 6 of the Municipal Code, City Council sits as the Liquor License Authority.

To: Daniel R. Miera, City Manager
Cc: Mayor and Council
From: Abigail R. Adame, Finance Director
Date: February 16, 2016
Re: Staff Report

➤ **Finance**

- Selected Swanhorst & Company as the new auditors.
- Met with the auditors and conducted the preliminary audit.
- Participated in the Gilpin County School Spelling Bee as a judge.
- Submitted the adopted 2016 Budget to the State.
- Prepared 1099s and W2s for 2015.
- Attended the Gilpin Ambulance Authority Board meeting on behalf of the City.
- Met with the Reserves General Manager to discuss billboard fees.

➤ **Human Resources**

- Coordinated the hiring process of the Community Services Coordinator.
- Advertised for the position of Accounting Clerk/Administrative Assistant.

To: Central City Council
From: Ray W. Rears, Community Development Director
Date: February 16, 2016
Re: Department Update

Community
Development
Department

Development

- 1) Billboard policy created for review by Council
- 2) Colvin Tract – Parking Lot – City of Black Hawk – Public Notice Posted – Fmr. Clinic site
 - a. Meeting the applicant to review CoA's
- 3) Parkway KOA Access work progressing – Ownership being resolved
- 4) GIS Services – Meeting with consultant to discuss timeline/progress
- 5) Comp Plan – Contract submitted to State
 - a. RFP in the works
- 6) Various initial development/building inquires addressed

IT/Web/Audio Visual

- 1) Website, Facebook and Twitter internal administration continues
- 2) Channel 20 – Updates will be delayed due to internal administration changes

Historic Preservation

- 1) Staff is working with Hord Coplan & Macht regarding the Belvidere Theatre as they work on Historic Structure Assessment. Attempting to gain access to the attic
- 2) County competitive grant for the Belvidere roof was not awarded
- 3) Attended the CPI Conference – Feb 3rd – 5th where the Belvidere was named one of Colorado's most Endangered Places for 2016. A gofundme.com account has been established

Code Enforcement

- 1) Case 15-02 – 3rd High – Site inspection requested
- 2) Case 16-01 – Casey – Building Permit status
- 3) Case 16-02 – Main Street - Building Maintenance

Events / Marketing

- 1) Attending Main Street meeting
- 2) Administer the Visitor Center
- 3) Met with organizers of Hot Rod Hill Climb and the Central City Hill Climb
- 4) Plans to setup meeting to discuss yearly events with BID

Staffing

Community Coordinator is expected to start this week



MEMORANDUM

DATE: 10 February 2016

TO: Daniel Miera / City Manager

FROM: Gary Allen / Fire Chief

RE: Activity Report

The Fire Department ended 2015 with 336 calls for service with 38 incidents being out of city and 13 Mutual Aid incidents to other agencies. The Fire Department responded to 40 incidents as of 10 February, 2016 with 5 incidents being out of city, and of those 3 incidents was for Mutual Aid (MA) to other agencies. Following are the activities the department responded to and conducted for this reporting period.

Tuesday 29 Dec, 2015 - 12:54 PM / Medical, Martin Drive

Tuesday 29 Dec, 2015 - 14:48 PM / Medical, 1800 Blk Virginia Canyon Road

Wednesday 30 Dec, 2015 - 11:26 AM / Medical, Residential – Eureka St.

Wednesday 30 Dec, 2015 - 18:57 PM / Smoke Investigation, 120 Main St.

Thursday 31 Dec, 2015 - 20:58 PM / Medical, 445 Powder Run Drive

Sunday 3 Jan, 2016 - 21:16 PM / Medical, 102 Main St.

Sunday 3 Jan, 2016 - 22:24 PM / Medical, 102 Main St.

Monday 4 Jan, 2016 - 13:40 PM / Fire Alarm, 107 Main St.

Monday 4 Jan, 2016 - 18:44 PM / Fire Alarm, 321 Gregory St.

Tuesday 5 Jan, 2016 - 13:01 PM / Fire Alarm, 321 Gregory St.

Wednesday 6 Jan, 2016 - 10:21 AM / Smoke Investigation (Wildland), GMV

Thursday 7 Jan, 2016 - 16:47 PM / Smoke Investigation (Wildland), Apex Valley Rd.

Friday 8 Jan, 2016 - 02:56 AM / MVA, Lake Gulch Road & Virginia Canyon

Friday 8 Jan, 2016 - 03:33 AM / MVA, MM .7 CCP

Friday 8 Jan, 2016 - 04:21 AM / Public Assist, stuck casino bus on Lawrence Street
Friday 8 Jan, 2016 - 12:43 PM / Structure Fire, MA to CCFA – 985 Hwy 103
Monday 11 Jan, 2016 - 14:31 PM / Medical, 321 Gregory St.
Tuesday 12 Jan, 2016 - 13:05 PM / Medical, MM 9 Hwy 119
Wednesday 20 Jan, 2016 - 18:48 PM / Fire Alarm, 321 Gregory St.
Saturday 23 Jan, 2016 - 00:56 AM / Medical, 102 Main St.
Saturday 23 Jan, 2016 - 04:30 AM / Vehicle Fire, MA to BHFD MM 1 Hwy 119
Saturday 23 Jan, 2016 - 12:23 PM / Fire Alarm, 321 Gregory St.
Monday 25 Jan, 2016 - 04:31 AM / Medical, 321 Gregory St.
Monday 25 Jan, 2016 - 18:53 PM / Medical Lift Assist, 321 Gregory St.
Wednesday 27 Jan, 2016 - 16:13 PM / Medical, 120 Main St.
Thursday 28 Jan, 2016 - 08:26 AM / Haz-Mat, Nevada St. & CCP
Friday 29 Jan, 2016 - 19:27 PM / Fire Alarm, 102 Main St.
Friday 29 Jan, 2016 - 22:19 PM / Power Pole arcing, Vernon Drive
Sunday 31 Jan, 2016 - 11:21 AM / Medical, 123 Eureka St.
Sunday 31 Jan, 2016 - 19:26 PM / Fire Alarm, 321 Gregory St.
Sunday 31 Jan, 2016 - 21:27 PM / Fire Alarm, 321 Gregory St.
Monday 1 Feb, 2016 - 15:44 PM / Fire Alarm-water flow, 117 Lawrence St.
Tuesday 2 Feb, 2016 - 09:43 AM / Fire Alarm, 321 Gregory St.
Wednesday 3 Feb, 2016 - 05:57 AM / Fire Alarm, 321 Gregory St.
Thursday 4 Feb, 2016 - 03:14 AM / Medical, 321 Gregory St.
Thursday 4 Feb, 2016 - 03:52 AM / Medical, 321 Gregory St.
Thursday 4 Feb, 2016 - 13:18 PM / MVA, MM .7 CCP
Friday 5 Feb, 2016 - 14:51 PM / Medical, 102 Main St.
Friday 5 Feb, 2016 - 22:34 PM / Structure Fire, MA to CCFA 5167 Guanella Pass Road – Cabin Creek Hydro Electric Plant, back in quarters 04:00 AM Saturday
Saturday 6 Feb, 2016 - 11:40 AM / Haz-Mat, Gas odor investigation 135 Nevada St.
Saturday 6 Feb, 2016 - 19:04 PM / Fire Alarm, 321 Gregory St.
Sunday 7 Feb, 2016 - 01:45 AM / Medical, 321 Gregory St.

Monday 8 Feb, 2016 - 13:38 PM / Medical, 321 Gregory St.

Monday 8 Feb, 2016 - 23:08 PM / Fire Alarm, 321 Gregory St.

Training

Conducted regular department training on State JPR's in Documentation, Standards and codes.

Conducted regular department training on winter driving and preparations

Conducted monthly truck & station maintenance at station 2 and station 1

Conduct and attend monthly joint medical training at CCFD Station2

Attended another module of the National Fire Academy COTC class in Grand Junction on Saturday 30 January through 2 February.

Conduct regular department training on State JPR's in SCBA donning and doffing and Haz-Mat firefighter decontamination

Meetings

Attended staff meetings at City Hall

Attended City Council meetings at City Hall

Attended Central City Firefighters Foundation Board meetings at Station 1

Attended a County Chiefs meeting with Don Taylor and Glenn Levy at Johnny Z's

Attend a CCFD Fire Pension Board meeting at City Hall

Attended the LEPC meeting at Timberline Station 3

Attended a Communications / Operations meeting in Idaho Springs

Attended a meeting at Vernon Drive with Excel Energy in regards to the power pole problem behind 829 Vernon Drive.

Meet with CR Architects on the Fire Station drawings and needs assessment

Apparatus

Take Brush 31 (1999 Chevy 3500HD) to Stevinson Chevrolet for repairs to the turbo and picked it back up on 3 February and got it back in service.

General

We had a crew of 4 work a shift on New Year's Eve.

Work on and submitted the 2015 AFG Grant for \$490,000 in which we are still trying for a Tender and some newer Self Contained Breathing Apparatus. Our current ones are 2005 models and are 3 NFPA standard cycles behind in being compliant.

Work on and submit the 2016 State Firefighters Safety Grant for just under \$100,000 for SCBA's

Submitted a financial report for the AFG Grant for fourth quarter of 2015

Attended the Black Hawk Fire Department awards dinner at Crooks Palace

Conducted our 2015 service dinner and awards at Johnny Z's where Captain Phil Headrick was named 2015 Firefighter of the Year.

PW Department

To: Mayor Engels, City Council, and City Manager

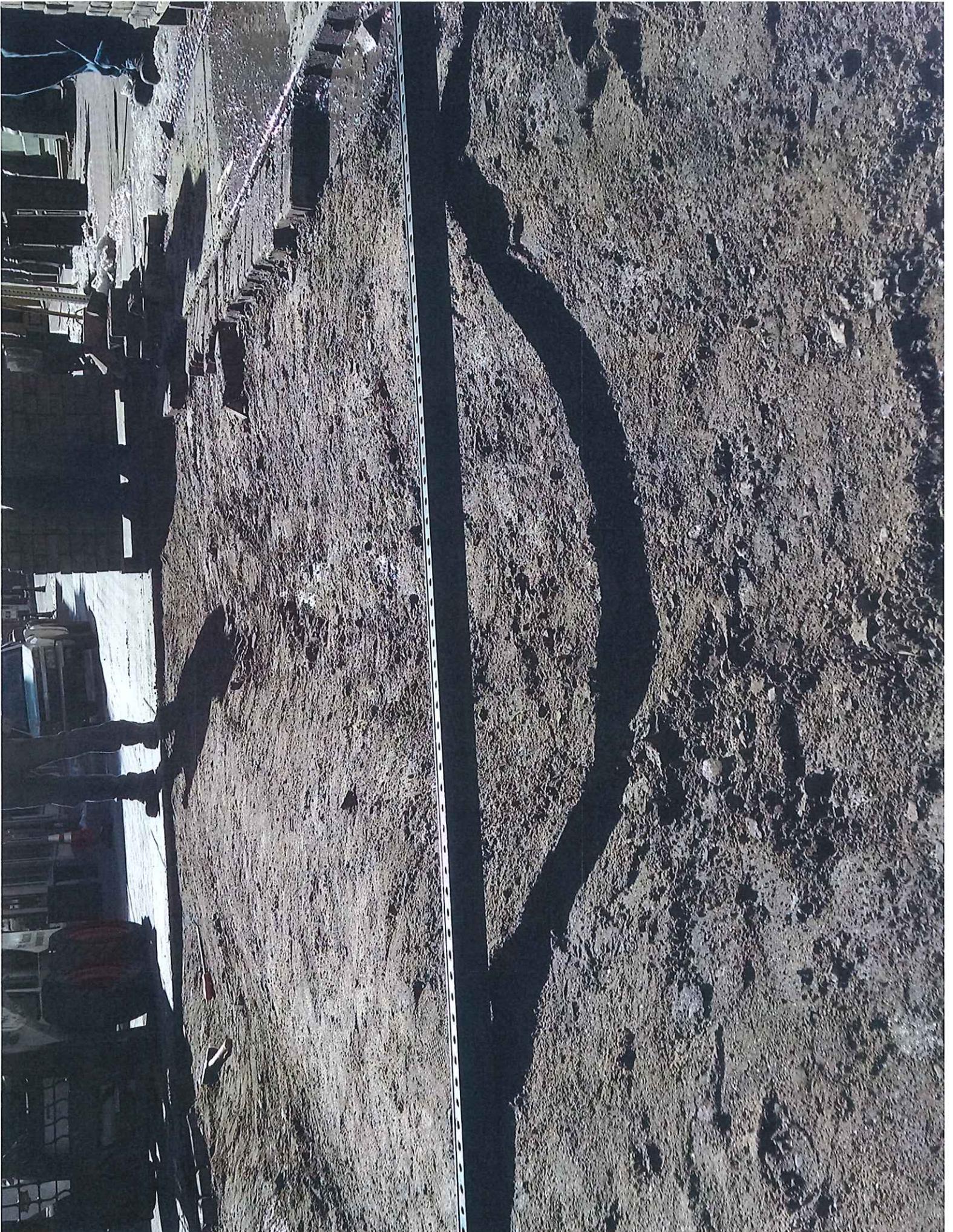
From: Sam Hoover, Public Works Director

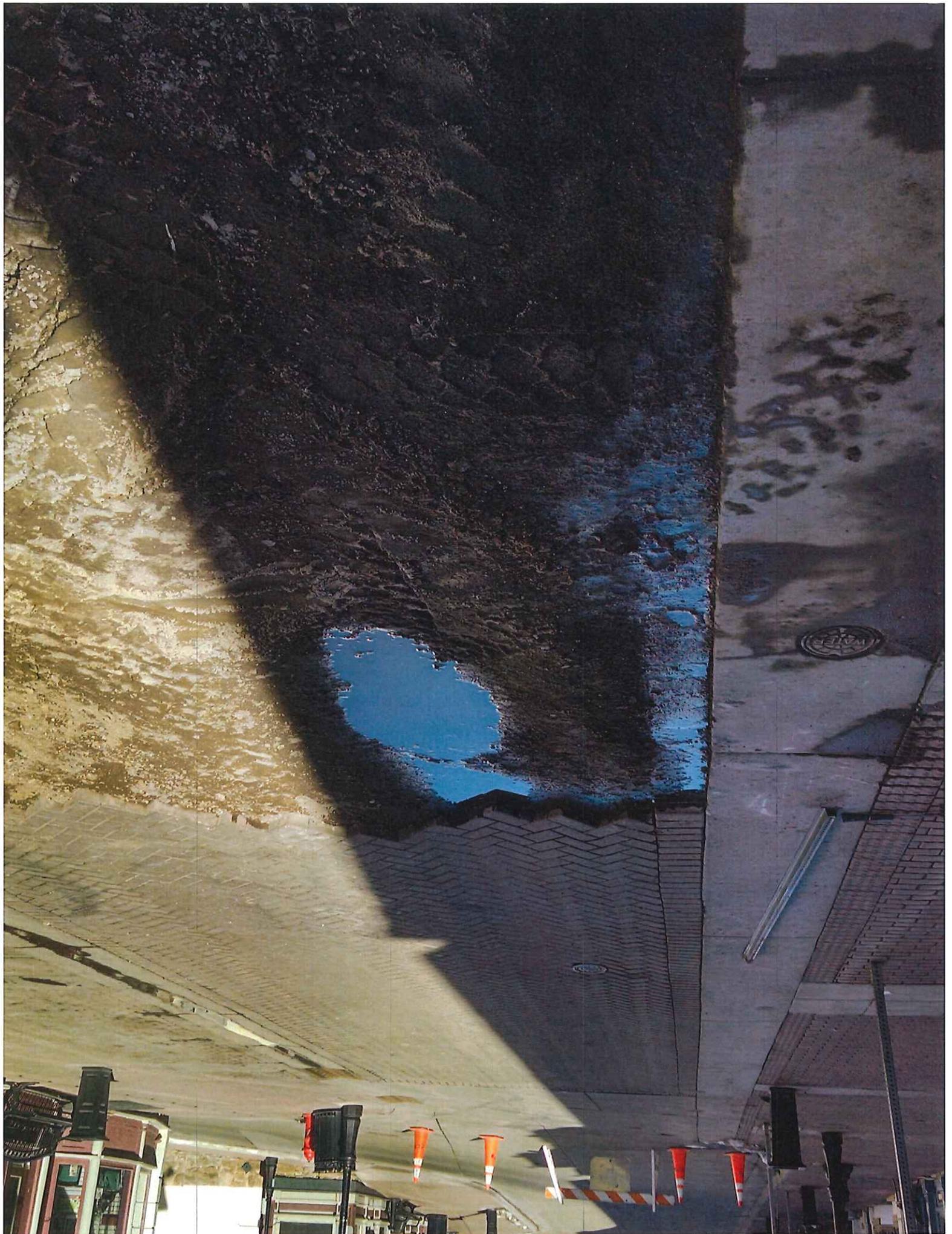
Date: February 16, 2016

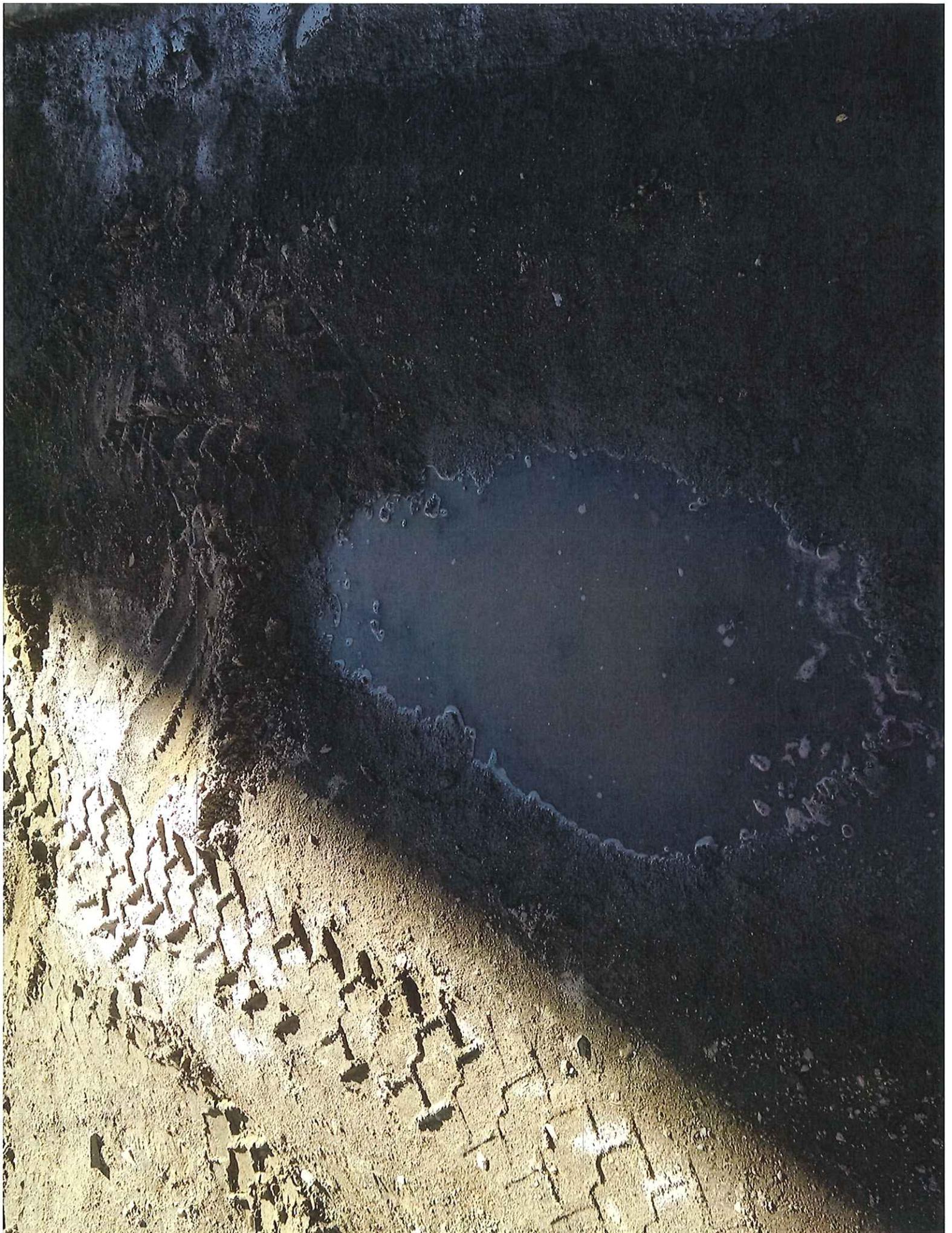
Re: Bi-weekly Report

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

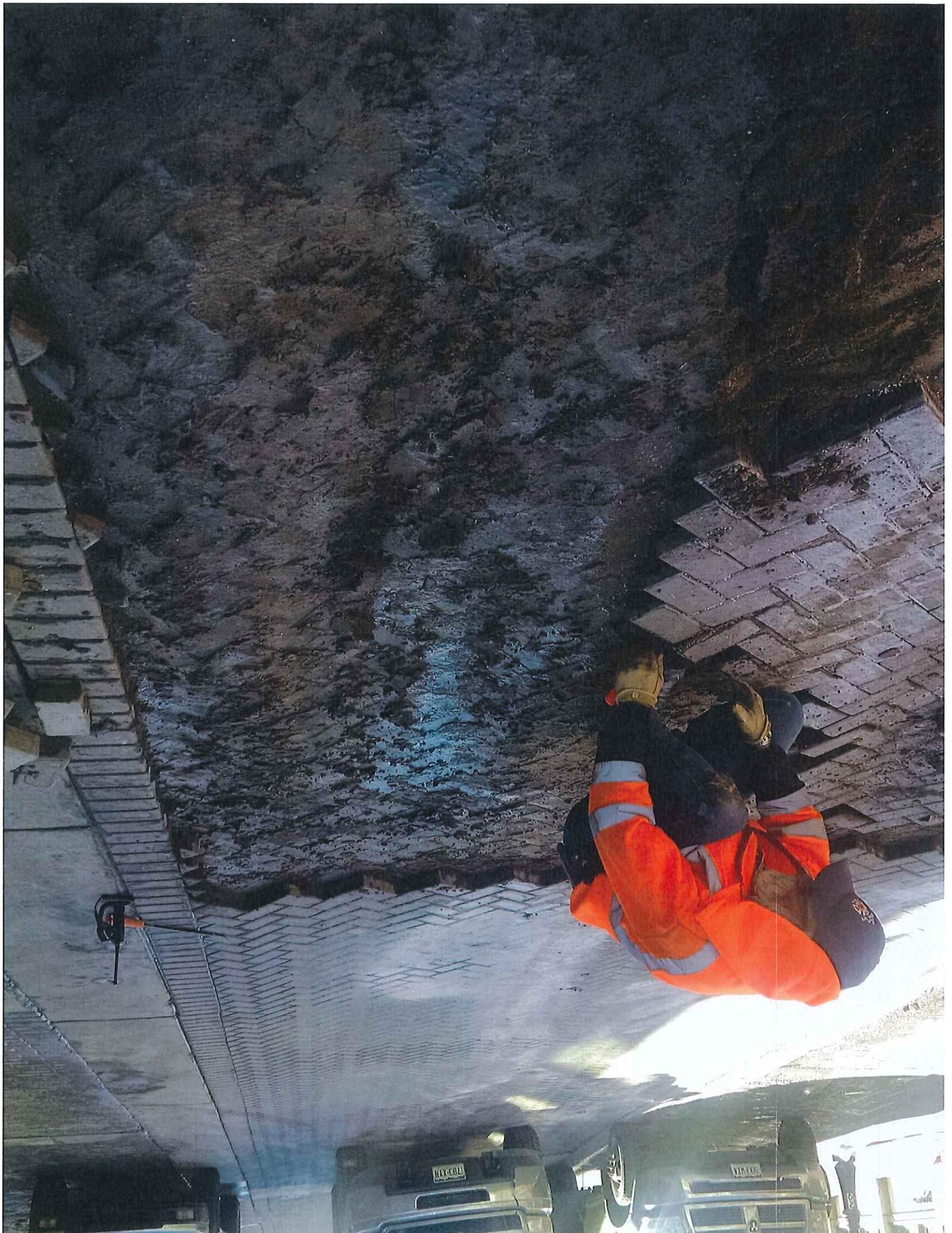
- Removed the Holiday lighting and decorations
- Performed snow removal activities including maintenance on snow removal equipment
- Hauled snow from the downtown area
- Swept roadways
- Cleaned roadside reflectors on the Parkway
- Temporarily repaired Main Street roadway failures











Water Department



To: City Manager, Daniel Miera
From: Jason Nelson, Utility Director
Date: February, 2016
Re: Bi-Monthly Report

- **Drinking Water Rate Study** – The Utility Director is currently working with contracted engineer William Raatz, of W2 Engineers, LLC, in updating the Drinking Water Rate Study for the City of Central. The original rate study was conducted in 2013. Information from this updated study should be available in early March.
- **Source Water Protection Plan** – On February 17th, the Utility Director will be attending a stakeholders meeting concerning the development of a Source Water Protection Plan for the City of Black Hawk. The City of Black Hawk would like to work collaboratively with the City of Central in developing this plan. Ultimately the plan will identify potential sources of contaminants within the watershed and the management of these sources to mitigate the risk of contaminants entering raw water intended for domestic use. This first meeting will be held at the City of Black Hawk’s Public Works facility.
- **Colorado Rural Water 2016 Annual Conference** – On February 11th, the Utility Director presented talks at the Colorado Rural Water 2016 Annual Conference. A portion of the talks focused on the City of Central’s distribution system and the particular challenges that we face with the aging system. Drinking water operators that attended to talks received training units that will contribute towards their certification licenses.
- **Frozen Pipes and Meters** – Water Department Staff have had an increase in the number of calls concerning frozen water pipes and meters at customers’ properties. These calls originated from the cold spells in early February.