CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, February 21, 2017 @ 7:00 p.m.
Gilpin County Courthouse
203 Eureka 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 Kathryn Heider
   Mayor Pro-Tem Shirley Voorhies
   Council members Judy Laratta
   Jeff Aiken

EXECUTIVE SESSION –
Pursuant to C.R.S. 24-6-402(4)(b) to discuss specific legal questions regarding the statutory process to exclude property from the boundaries of a business improvement district.

RECONVENE REGULAR SESSION – Immediately following the Executive Session

3. Pledge of Allegiance

4. Additions and/or Amendments to the Agenda.

5. Conflict of Interest.

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

   Regular Bill lists through February 8; and
   City Council minutes: January 3, 2017; and

PUBLIC FORUM/AUDIENCE PARTICIPATION – (public comment on items on the agenda not including Public Hearing items): The City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the City Council. Your comments should be limited to three (3) minutes per speaker. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the City Manager for follow-up. Thank you.

ACTION ITEMS: NEW BUSINESS –

7. Gilpin Historical Society Annual Report – Deb Wray, President

8. Appointment to Main Street Commission – Mike Keeler and Alan Tiefenbach

9. Resolution No. 17-06: A resolution of the City Council of the City of Central, Colorado amending the boundaries of the Creative District and supporting an application to the State of Colorado Creative Industries Division to receive certification as a State-Certified Creative District. (Keeler)
10. **Resolution No. 17-07:** A resolution of the City Council of the City of Central, Colorado authorizing the City manager to execute a Petition for Exclusion of property from the Central City Business Improvement District. (Miera)

11. **Resolution No. 17-08:** A resolution of the City Council of the City of Central, Colorado conditionally approving an Easement Agreement with Verizon Wireless (VAW) LLC d/b/a Verizon Wireless to grant an easement for electrical service to 2189 East Idaho Springs Road. (Rears)

12. **Resolution No. 17-09:** A resolution of the City Council of the City of Central, Colorado approving a Marketing Fee Collection Agreement with the Central City Business Improvement District. (Miera)

13. **Ordinance No. 17-01:** An ordinance of the City Council of the City of Central, Colorado amending Section 13-2-120 of the Municipal Code and the water general rates for water service. (Nelson)

**REPORTS**

14. **Staff updates**

**COUNCIL COMMENTS** - limited to 5 minutes each member.

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

**ADJOURN.** Next Council meeting March 7, 2017.

Posted 2/16/2017

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.
<table>
<thead>
<tr>
<th>Check Issue Date</th>
<th>Check Number</th>
<th>Payee</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/08/2017</td>
<td>132375</td>
<td>AIR-O-PURE PORTABLES</td>
<td>Gloves, Res. Portables</td>
<td>105.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132376</td>
<td>BORAL AGGREGATES</td>
<td>Ice Slicer &amp; Squeegee 15%</td>
<td>11,546.22</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132377</td>
<td>Cassile, Inc.</td>
<td>Contract Support and Maintenance</td>
<td>950.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132378</td>
<td>CENTURY LINK</td>
<td>303-582-5253-519B</td>
<td>971.49</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132379</td>
<td>CHECKMATE, INC.</td>
<td>Attempted service fee</td>
<td>145.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132380</td>
<td>CHRYSLER</td>
<td>Repair Central City Police vehicles</td>
<td>4,298.09</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132381</td>
<td>CISRA</td>
<td>Dec. 2016 Deductible</td>
<td>2,000.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132382</td>
<td>CITY OF BLACK HAWK</td>
<td>Shared Bus Service January</td>
<td>22,218.67</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132383</td>
<td>City of Central, Water Dept</td>
<td>Water Service for 740 Louis Dr</td>
<td>257.51</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132384</td>
<td>CLEAR CREEK SUPPLY CO, INC.</td>
<td>Winter blades, air filter</td>
<td>114.63</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132385</td>
<td>CO DIVISION OF FIRE PREVENTION</td>
<td>HazMat Renewals</td>
<td>60.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132386</td>
<td>COLORADO CODE CONSULTING</td>
<td>Contract Plan Review</td>
<td>3,179.06</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132387</td>
<td>Cronmiller Marketing</td>
<td>Pencils and Pens</td>
<td>1,178.75</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132388</td>
<td>DE LAGE LANDEN</td>
<td>Printer Lease for Securit</td>
<td>353.34</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132389</td>
<td>EMERGENCY REPORTING</td>
<td>Fire Reporting &amp; Upgrade for Vision Pl</td>
<td>194.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132390</td>
<td>Emergency Services Marketing Corp.</td>
<td>3 year subscription</td>
<td>735.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132391</td>
<td>ENVIROTECH</td>
<td>1012 NC and Ice Slicer RS</td>
<td>5,468.98</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132392</td>
<td>EXQUISITE ENTERPRISES INC.</td>
<td>Nama Tag - Helder</td>
<td>11.46</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132393</td>
<td>Fineline Signs</td>
<td>Graphics added to Sheriff vehicles</td>
<td>827.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132394</td>
<td>FLOWPOINT ENVIRONMENTAL SYSTEM</td>
<td>Water Annul Software Update Agmt</td>
<td>795.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132395</td>
<td>Footills Auto and Truck Parts</td>
<td>Cable cutter</td>
<td>1,238.09</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132396</td>
<td>GCR TIRES &amp; SERVICE</td>
<td>Tires for fleet</td>
<td>4,990.56</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132397</td>
<td>GILPIN AMBULANCE AUTHORITY</td>
<td>Ambulance Subsidy Contribution</td>
<td>11,133.81</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132398</td>
<td>GILPIN COUNTY CLERK &amp; RECORDER</td>
<td>11/08/16 Election</td>
<td>5,787.68</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132399</td>
<td>GILPIN COUNTY SHERIFF'S OFFICE</td>
<td>Jan-March Law Enforcement Service</td>
<td>120,113.75</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132400</td>
<td>IDEAL FENCING CORP</td>
<td>Replace damaged guardrail</td>
<td>4,920.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132401</td>
<td>INTEGRA TELECOM</td>
<td>Telephone Svcs for City Hall</td>
<td>774.68</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132402</td>
<td>JAMES FARNI</td>
<td>Tools and Materials for fleet</td>
<td>52.12</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132403</td>
<td>KRISTINA CONSULTING GROUP</td>
<td>DOT Screening - Falmh</td>
<td>25.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132404</td>
<td>LAWSON PRODUCTS</td>
<td>Misc. Hardware</td>
<td>818.55</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132405</td>
<td>MICHAEL BAKER INTERNATIONAL</td>
<td>Professional services related to DRRM</td>
<td>25,705.43</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132406</td>
<td>MICHOW COX &amp; MCASKIN LLP</td>
<td>Planning Legal Services</td>
<td>8,874.76</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132407</td>
<td>Miera, Daniel</td>
<td>Reimburse - Professional Development</td>
<td>2,058.43</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132408</td>
<td>MODULAR SPACE CORPORATION</td>
<td>Rental Prop &amp; Steps</td>
<td>150.60</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132409</td>
<td>Mountain Goat Gallery</td>
<td>Firefighter of the Year Plaque</td>
<td>85.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132410</td>
<td>NFPA NATIONAL</td>
<td>921 Guide for Fire Explosion</td>
<td>1,520.50</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132411</td>
<td>O.J. WATSON COMPANY INC.</td>
<td>Diode for Kubota</td>
<td>22.30</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132412</td>
<td>OFFICE STUFF, INC.</td>
<td>Window envelopes return address</td>
<td>301.88</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132413</td>
<td>ONE WAY INC</td>
<td>Recycling Fee for Residents &amp; Trash Col</td>
<td>6,250.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132414</td>
<td>PITNEY BOWES</td>
<td>Leased Equipment</td>
<td>32.25</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132415</td>
<td>PROSPECTORS RUN HOA</td>
<td>February Snow Removal - Mack Roed</td>
<td>800.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132416</td>
<td>PURCHASE POWER</td>
<td>Postage meter refil</td>
<td>318.70</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132417</td>
<td>Raymond Reas</td>
<td>Reimbursement parking fees - CPI Confere</td>
<td>43.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132418</td>
<td>REX OIL COMPANY</td>
<td>Diesel Fuel</td>
<td>3,099.69</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132419</td>
<td>ROI FIRE &amp; BALLISTICS</td>
<td>Radio strap w/MIC loop - John Hrouda</td>
<td>34.95</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132420</td>
<td>SNAP-ON TOOLS</td>
<td>Battery Charger</td>
<td>729.00</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132421</td>
<td>STEVINSON CHEVROLET</td>
<td>Handle</td>
<td>42.92</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132422</td>
<td>TOWN OFFICE SUPPLY</td>
<td>Business Cards - Helder</td>
<td>52.95</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132423</td>
<td>USA COMMUNICATIONS</td>
<td>Internet Svcs for City Hall</td>
<td>681.62</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132424</td>
<td>VERIZON WIRELESS</td>
<td>Cellular Service</td>
<td>719.49</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132425</td>
<td>VISION SERVICE PLAN</td>
<td>Vision Coverage</td>
<td>185.35</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132426</td>
<td>WASTE MANAGEMENT OF DENVER</td>
<td>Roll-off</td>
<td>2,644.62</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132427</td>
<td>WEAR PARTS &amp; EQUIPMENT CO.</td>
<td>Plow Bolts</td>
<td>191.40</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132428</td>
<td>WESTERN PAPER DISTRIBUTORS</td>
<td>Paper Towels, M-fold towels, Bk Liners</td>
<td>484.07</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132429</td>
<td>XCEL ENERGY</td>
<td>Main St</td>
<td>453.81</td>
</tr>
<tr>
<td>02/08/2017</td>
<td>132430</td>
<td>YESCO</td>
<td>Maintenance Agreement</td>
<td>95.00</td>
</tr>
<tr>
<td>Check Issue Date</td>
<td>Check Number</td>
<td>Payee</td>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------</td>
<td>--------------</td>
<td>-------</td>
<td>-------------</td>
<td>--------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Grand Totals:</td>
</tr>
</tbody>
</table>
CALL TO ORDER
A regular meeting of the City Council for the City of Central was called to order by Mayor Heider at 7:13 p.m., in City Hall on January 3, 2017.

ROLL CALL
Present: Mayor Heider  
Alderman Voorhies  
Alderman Laratta  
Alderman Aiken  

Absent: None  

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

The Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA
The agenda was approved as presented with the addition of an Executive Session pursuant to C.R.S. 24-6-402(4)(b) and (4)(c) to discuss specific legal questions and to instruct negotiators concerning pending water rights cases concerning the City of Central.

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

CONSENT AGENDA
Alderman Voorhies moved to approve the consent agenda containing the regular bill lists through December 1, City Council minutes for the meeting on December 20, 2016 and approval of the First Addendum to the City Manager Employment Agreement. 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 Laratta moved to appoint Alderman Voorhies as Mayor pro tem. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.
b. Legal Publication for 2017
Alderman Laratta moved to accept the Weekly Register-Call to be the Legal Publication for 2017. Alderman Aiken seconded, and without discussion, the motion carried unanimously.

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

d. Gilpin Ambulance Authority Representative and Alternate
Mayor pro tem Voorhies moved to appoint Mayor 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
Alderman Aiken moved to appoint Mayor pro tem 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
Mayor pro tem Voorhies moved to appoint Alderman Laratta as the representative with City Manager Miera or his designee as alternate. Alderman Aiken seconded, and without discussion, the motion carried unanimously.

Historic Preservation Commission Appointments – 2 seats and 1 alternate
Mayor pro tem Voorhies moved to appoint Alex Thome and Margaret Grant with Jackie Mitchell as alternate to serve a 4 year term on the Historic Preservation Commission. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Planning Commission Appointments – 2 seats and 1 alternate
Alderman Aiken moved to appoint Barbara Thielemann and Margaret Grant with Ernest Van Deuchen as alternate to serve a 4 year term on the Planning Commission. Mayor pro tem Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No. 17-01: 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. 17-01: 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. 17-02: A resolution of the City Council of the City of Central, Colorado calling for a special mail ballot election to be held on Tuesday, April 4, 2017, to elect a successor Councilperson to serve the remaining unexpired term of the Council seat vacated by Councilperson Heider.
City Clerk Bechtel reviewed the background for Resolution 17-02. Mayor Engels resigned his position on City Council effective 12/17/16. Kathy Heider was elected by the Council to become Mayor which created a vacant Council seat. Section 3.6(c) of the Charter requires that this seat be filled by special election since the unexpired term is greater than 180 days. Section 31-10-907-913, C.R.S., governs the conduct of mail ballot elections for municipalities.

Alderman Aiken moved to approve Resolution No. 17-02: A resolution of the City Council of the City of Central, Colorado calling for a special mail ballot election to be held on Tuesday,
April 4, 2017, to elect a successor Councilperson to serve the remaining unexpired term of the Council seat vacated by Councilperson Heider. Mayor pro tem Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No. 17-03: A resolution of the City Council of the City of Central, Colorado approving a Ballot Question to be submitted to the voters at the special mail ballot election to be held April 4, 2017 related to the local right to use municipal fiber optic infrastructure.
City Manager Miera reviewed that although the City does not currently own or have any immediate plans to create or use municipal fiber optic infrastructure at this time, the City nevertheless desires to reclaim the local right to cause the creation and use of such infrastructure in an effort to potentially provide improved related services to residents and businesses at lower costs.

Until 2005, the City of Central enjoyed the right and authority to use municipal fiber optic infrastructure to provide high-speed internet, advanced telecommunications, and cable television services to its residences and businesses. However, in 2005 the State Legislature (through SB 05-152) took action to revoke and deny the City of that right and authority, until or unless the City took action to submit a ballot question to the local voters to reauthorize and reclaim the right and authority to cause the creation and use of municipal fiber optic infrastructure.

Gilpin County is currently conducting a Broadband Study throughout the County to determine the level of need, desirability, as well as the feasibility of providing improved connectivity throughout the County. Regardless of the outcome of that study or the interest from the City to participate at any level with any action plan, this measure (if approved) would give the City the ability to make its own decision on the matter if nothing else.

The City may also begin exploring how it might focus similar efforts within City limits to actively (directly or indirectly) improve the connectivity and speed of access for the residences and businesses of Central City. And, gaining an affirmative vote on the matter would give the City that option and opportunity.

Alderman Aiken moved to approve Resolution No. 17-03: A resolution of the City Council of the City of Central, Colorado approving a Ballot Question to be submitted to the voters at the special mail ballot election to be held April 4, 2017 related to the local right to use municipal fiber optic infrastructure. Mayor pro tem Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No. 17-04: A resolution of the City Council of the City of Central, Colorado amending the City of Central Comprehensive Fee Schedule.
City Clerk Bechtel explained that the proposed resolution amends the comprehensive fee schedule to include revised fees that reflect the approved water rate changes and various other updates. City will realize additional revenue from the adoption of these fees. However, it is hard to quantify the amount of revenues that will be realized. Staff expects the revenues received to be minimal and almost all of the fees are designed to recover costs, not be sources of additional revenue except for the water rate changes which are reflected in the 2017 budget.

Alderman Aiken moved to approve Resolution No. 17-04: A resolution of the City Council of the City of Central, Colorado amending the City of Central Comprehensive Fee Schedule. Alderman Laratta seconded, and without discussion, the motion carried unanimously.
Resolution No. 17-05: A resolution of the City Council of the City of Central, Colorado establishing certain financial procedures specific to check signatories.

Finance Director Adame explained that Resolution 17-05 establishes those elected officials and employees that are authorized to sign checks as well as those authorized as a signatory on bank accounts for the City. As the City Council recently appointed a new Mayor; former Mayor Ron Engels is no longer an authorized signatory on bank accounts. Resolution 17-05 designates Mayor Kathryn A. Heider and Mayor pro tem Voorhies to be authorized signatories on bank accounts via this resolution.

It is also necessary at times for City employees to use credit or debit cards in order to make purchases or reservations, Resolution 17-05 recognizes that in these cases, only one (1) authorized signature will be required and lists the City employees who are authorized to have and use a City credit or debit card for such purchases.

Alderman Laratta moved to approve Resolution No. 17-05: A resolution of the City Council of the City of Central, Colorado establishing certain financial procedures specific to check signatories. Alderman Aiken seconded, and without discussion, the motion carried unanimously.

REPORTS
City Manager Miera reported that the Community Development Department has been awarded the International Davey Award for the website. Council congratulated Ray Rears and Zeke Keeler.

COUNCIL COMMENTS
Mayor pro tem Voorhies noted the improvements to the access channel with very interesting drone footage.

PUBLICFORUM/AUDIENCEPARTICIPATION
No one requested time to address the Council.

EXECUTIVE SESSIONS
At 7:44 p.m., Mayor pro tem Voorhies moved to adjourn into Executive Session pursuant to C.R.S. 24-6-402(4)(b) and (4)(c) to discuss specific legal questions and to instruct negotiators concerning pending water rights cases concerning the City of Central and invited Jason Nelson and Jack Beard to attend. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

The next regular Council meeting is scheduled for January 17, 2017 at 7:30 p.m.

Kathryn A. Heider, Mayor

Reba Bechtel, City Clerk
Good morning Reba,

Barbara told me that the Main Street Committee will be looking for a new member.

I would like to express my interest in this position.

Although I have only been a resident of Central for 6 months, I have spent more than 15 years as a Planner for numerous municipalities. I am presently the Community Development Planner for the City of Idaho Springs and am the single point of accountability in this capacity.

I have a particular interest in redevelopment and economic development. I moved to Central because I believe the City holds tremendous potential, love the mountain setting, and believe its best years are still to come. I am hoping the City can diversify its economy, start reaching under-served demographics (such as the Millennials), and can better market its outdoor recreational opportunities and historic downtown. I have attended meetings of the Comprehensive Plan update and am looking forward to the City implementing the recommendations of this updated plan.

Some of the main street events last year were phenomenal (such as the Hot Rod Hill Climb) and I would like to be a part of moving Central forward. I am also a gigging musician (along with my wife) and think it would be fun to play at some future events.

Please submit my name for consideration and inform me of what I can do to move forward.

Alan Tiefenbach
900 Vernon Dr
Central City, CO
80427
720-989-8073
alandavidt@gmail.com
Reba Bechtel

To: Zeke Keeler
Subject: RE: Main Street Central City Board Of Directors

Main Street Central City;

I would like to be considered for the opportunity to be on the board for Main Street Central City. My background and experience would be a very good fit. I’m currently on the board of directors for the Historical Society, and involved in all of the summer activities. I also have been performing street shows for many years with the Central City Wild Bunch. My main objective is to bring as much tourism into Central City as I can, currently I work part time for the City at the Visitors Center, so it gives me the opportunity to let more people know about all the activities, and shows going on all year. I would appreciate your consideration to be a part of Main Street Central. Thank you

Mike Keeler
303-582-9440
28keeler@gmail.com
AGENDA ITEM # 9

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Heider and Members of City Council

FROM: Zeke Keeler, Community Coordinator

DATE: February 21, 2017

ITEM: Resolution No. 17-06: A resolution of the City Council of the City of Central, Colorado amending the boundaries of the Creative District and supporting an application to the State of Colorado Creative Industries Division to receive certification as a State-Certified Creative District.

☐ ORDINANCE
☒ MOTION / RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: The proposed resolution amends the boundaries of the Creative District and authorizes City staff to facilitate direction of the Certified Creative District in order to collaboratively grow the economy of Central City, with a focus on highlighting and capitalizing on the existing artistic and cultural assets of the community.

II. RECOMMENDED ACTION / NEXT STEP: Approval of Resolution No. 17-06.

III. FISCAL IMPACTS: A Certification grant of $10,000 provided by Colorado Creative Industries.

IV. BACKGROUND INFORMATION: Resolution 13-26 was adopted on December 17, 2013 with creative boundaries outlining all City boarders and approved CEDA (Cultural Economic Development Association) to direct all activities for the Creative District Certification. This amendment places specific focus on the Historic Downtown corridor and allows City Staff to apply to CCI for state-certification. The district is focused around the hubs of key cultural assets that are already generating substantial visitation: Central City Opera, Art
Galleries, The Scarlets Entertainment Venue and The Belvidere Theatre.

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. 17-06: A RESOLUTION OF THE CITY COUNCIL OF CITY OF CENTRAL, COLORADO AMENDING THE BOUNDARIES OF THE CREATIVE DISTRICT AND SUPPORTING AN APPLICATION TO THE STATE OF COLORADO CREATIVE INDUSTRIES DIVISION TO RECEIVE CERTIFICATION AS A STATE-CERTIFIED CREATIVE DISTRICT"
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 17-06

A RESOLUTION OF THE CITY COUNCIL OF CITY OF CENTRAL, COLORADO AMENDING THE BOUNDARIES OF THE CREATIVE DISTRICT AND SUPPORTING AN APPLICATION TO THE STATE OF COLORADO CREATIVE INDUSTRIES DIVISION TO RECEIVE CERTIFICATION AS A STATE-CERTIFIED CREATIVE DISTRICT

WHEREAS, Colorado’s Creative Industries Division, within the Office of Economic Development and International Trade (“CCI”), was established in July 2010 to capitalize on the immense potential for Colorado’s creative sector to drive economic growth in Colorado, and

WHEREAS, in 2011, Governor Hickenlooper signed legislation passed by the General Assembly that encourages the formation of Creative Districts in communities, neighborhoods, or contiguous geographic areas, for the purposes of:

- attracting creative entrepreneurs and artists to a community, infusing new energy and innovation which in turn will enhance the economic and civic capital of the community;
- creating hubs of economic activity, thereby enhancing the area as an appealing place to live, visit and conduct business, as well as create new economic activity;
- attracting visitors;
- revitalizing and beautifying communities;
- providing a focal point for celebrating and strengthening a community’s unique identity; and
- showcasing cultural and artistic organizations, events, and amenities; and

WHEREAS, a total of seven (12) creative districts have been certified by CCI as of the 2016 calendar year; and

WHEREAS, state-certified creative districts are eligible to receive grants and technical assistance from CCI; and

WHEREAS, the City of Central was incorporated in 1864; and

WHEREAS, the City is home to the Central City Opera, which is the fifth oldest opera company in the United States and which conducts the second oldest annual opera festival in the Country; and

WHEREAS, the Central City Opera House was built in 1878 by Welsh and Cornish miners, and is one of the most recognized properties within the Central City / Black Hawk National Landmark Historic District (the “Historic District”); and
WHEREAS, the City, will facilitate direction of the Certified Creative District in order to collaboratively grow the economy of Central City, with a focus on highlighting and capitalizing on the existing artistic and cultural assets of the community; and

WHEREAS, the City Council of the City finds that the area depicted in Exhibit A to this Resolution (the “Central City Creative District” or the “Creative District”) satisfies the creative district criteria set forth in HB 11-1031 (codified in C.R.S. § 24-48.5-314), namely that:

- the Central City Creative District consists of a geographically contiguous area;
- the Creative District is distinguished by physical, artistic, or cultural resources that play a vital role in the quality and life of a community, including its economic and cultural development;
- the Creative District is the site of a concentration of artistic and cultural activity, a major arts or cultural institution or facility, arts and entertainment businesses, an area with arts and cultural activities, or artistic or cultural production;
- the Creative District is engaged in the promotional, preservation, and educational aspects of the arts and culture of the community and contribute to the public through interpretive, educational or recreational uses; and

WHEREAS, the City Council finds that the Creative District is the site of a concentration of artistic and cultural activity, through the Gilpin County Arts Association, the Gilpin Historical Society, the Central City Opera Association, the existence and maintenance of the Historic District; and

WHEREAS, main goals of the City of Central Comprehensive Plan include: (1) creating social, economic, and cultural transformation while promoting long-term sustainability; (2) making Central City a regional destination for arts and historical resources; (3) providing opportunities and physical spaces for artists and innovators to thrive; and (4) to continue to support and expand the local arts and culture activities and connect the same to other regional, national and international arts and cultural activities; and

WHEREAS, the City Council, by and through Resolution No. 13-26 (the “Prior Resolution”) established the boundaries of the Creative District; and

WHEREAS, the City Council desires to amend the boundaries of the Creative District by this Resolution; and

WHEREAS, the City Council desires to authorize City Staff, and other interested stakeholders, to apply to CCI during calendar year 2017 for state-certification of the Creative District.

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

Section 1. That the area depicted on Exhibit A to this Resolution shall be designated as the boundaries of the Central City Creative District, and the boundaries of the Creative
District established by the Prior Resolution (Resolution No. 13-26) are hereby amended and
superseded. The City Council shall retain authority to further amend the boundaries of the
Creative District in the future.

Section 2. That the Creative District satisfies all applicable criteria set forth in C.R.S.
§ 24-48.5-314(3)(b).

Section 3. That the City Council fully supports City Staff and all other interested
stakeholders to apply to CCI in 2017 and subsequent years for state certification of the Creative
District. The City Council hereby delegates to the City Manager and/or his designee all authority
necessary to complete all necessary application forms, attend stakeholder meetings, or otherwise
complete the CCI application process.

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

ADOPTED THIS 21st DAY OF FEBRUARY, 2017.

CITY OF CENTRAL, COLORADO

By: __________________________
Kathryn A. Heider, Mayor

ATTEST

By: __________________________
Reba Bechtel, City Clerk

APPROVED TO FORM:

By: __________________________
Marcus McAskin, City Attorney
EXHIBIT A: Central City Creative District

Definition: Creative Districts are defined areas that include a mix of uses within their boundaries, and they are typically small enough to be walkable.

CURRENT CONDITIONS IN THE CREATIVE DISTRICT

The boundaries of the Creative District are consistent with the City’s Historic Downtown Boundary, and consistent with State guidelines for Creative Districts to the specific needs and opportunities of downtown Central City. The district is focused around the hubs of key cultural assets that are already generating substantial visitation: Central City Opera, Art Galleries, The Scarlets Entertainment Venue and The Belvidere Theatre.

Highlighted Area includes the boundaries of Central City Creative District
Agenda Item #10

CITY OF CENTRAL, COLORADO
RESOLUTION NO. 17-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, AUTHORIZING THE CITY MANAGER TO EXECUTE A PETITION FOR EXCLUSION OF PROPERTY FROM THE CENTRAL CITY BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the City of Central ("City") owns certain real property within the boundaries of the Central City Business Improvement District ("CCBID"); and

WHEREAS, the City-owned property is described in Exhibit 1 attached hereto (the "City Property"); and

WHEREAS, Part 12 of Article 25 of Title 31, C.R.S. (the "Business Improvement District Act" or "Act") contemplates that the boundaries of any business improvement district organized under the Act may be changed; and

WHEREAS, the City Council desires to initiate the process to exclude the City Property from the boundaries of the CCBID; and

WHEREAS, the City Council desires to authorize the City Manager to execute a Petition for Exclusion of Property from the CCBID in substantially the form attached hereto as Exhibit 2 (the "Petition for Exclusion").

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

Section 1. The City Council hereby authorizes the City Manager to finalize and execute the Petition for Exclusion, and further authorizes the City Manager to proceed to file the Petition for Exclusion of record with the City Council in accordance with the process set forth in C.R.S. § 31-25-1220.

Section 2. Following the submission of the Petition for Exclusion to the City Council, the City Manager, City Attorney, and City Clerk are hereby authorized and directed to take all necessary and appropriate action to schedule the public hearing on the matter of the exclusion of the City Property from the CCBID.

Section 3. Effective Date. This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 21st DAY OF FEBRUARY, 2017.
CITY OF CENTRAL, COLORADO

By: _________________________________
    Kathryn Heider, Mayor

ATTEST:

By: _________________________________
    Reba Bechtel City Clerk

APPROVED TO FORM:

By: _________________________________
    Marcus A. McAskin, City Attorney
### Exhibit 1
City Property

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Parcel No.</th>
<th>Tax Area</th>
<th>Owner Name</th>
<th>Property Description</th>
<th>Property Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>R002878</td>
<td>183512301170</td>
<td>44</td>
<td>City of Central City</td>
<td>City Hall (Blk. 001, Lots 021-024)</td>
<td>141 Nevada Street</td>
</tr>
<tr>
<td>R002877</td>
<td>183512301150</td>
<td>44</td>
<td>City of Central City</td>
<td>Belvidere Theater (Blk. 001, Lots 019-021)</td>
<td>139 Nevada Street</td>
</tr>
<tr>
<td>R002385</td>
<td>183512301047</td>
<td>44</td>
<td>City of Central City</td>
<td>Big T-Lot (Blk. 020, Lots001B and Lots thru 008, PT of Lot 8)</td>
<td>N/A</td>
</tr>
<tr>
<td>R002364</td>
<td>183512301079</td>
<td>44</td>
<td>City of Central City</td>
<td>Visitor Center (Blk. 004, Lot 004 and Lot 005 (PT of))</td>
<td>103 Eureka Street</td>
</tr>
<tr>
<td>R007096</td>
<td>183512401195</td>
<td>44</td>
<td>City of Central City</td>
<td>Blk. 042, Lot 012</td>
<td>N/A</td>
</tr>
<tr>
<td>R007833</td>
<td>183512401200</td>
<td>44</td>
<td>City of Central City</td>
<td>Blk. 043, Lot 002</td>
<td>N/A</td>
</tr>
<tr>
<td>R007834</td>
<td>183512401201</td>
<td>44</td>
<td>City of Central City</td>
<td>Blk. 043, Lot 003</td>
<td>N/A</td>
</tr>
<tr>
<td>R007835</td>
<td>183512401202</td>
<td>44</td>
<td>City of Central City</td>
<td>Blk. 043, Lot 004</td>
<td>N/A</td>
</tr>
<tr>
<td>R007836</td>
<td>183512401196</td>
<td>44</td>
<td>City of Central City</td>
<td>Blk. 043, Lot 005</td>
<td>N/A</td>
</tr>
<tr>
<td>R007837</td>
<td>183512401091</td>
<td>44</td>
<td>City of Central City</td>
<td>Blk. 043, Lot 044</td>
<td>N/A</td>
</tr>
<tr>
<td>R007838</td>
<td>183512401198</td>
<td>44</td>
<td>City of Central City</td>
<td>Blk. 043, Lot 045</td>
<td>N/A</td>
</tr>
<tr>
<td>R007839</td>
<td>183512401198</td>
<td>44</td>
<td>City of Central City</td>
<td>Blk. 043, Lot 046</td>
<td>N/A</td>
</tr>
<tr>
<td>R007840</td>
<td>183512401092</td>
<td>44</td>
<td>City of Central City</td>
<td>Blk. 043, Lot 047</td>
<td>N/A</td>
</tr>
<tr>
<td>R007841</td>
<td>183512401092</td>
<td>44</td>
<td>City of Central City</td>
<td>Blk. 043, Lot 048</td>
<td>N/A</td>
</tr>
<tr>
<td>R007842</td>
<td>183512401198</td>
<td>44</td>
<td>City of Central City</td>
<td>Blk. 043, Lot 049</td>
<td>N/A</td>
</tr>
<tr>
<td>R007843</td>
<td>183512401197</td>
<td>44</td>
<td>City of Central City</td>
<td>Blk. 043, Lot 050</td>
<td>N/A</td>
</tr>
<tr>
<td>R007097</td>
<td>183512300073</td>
<td>42</td>
<td>City of Central City</td>
<td>Washington Hall (Blk. 005, Lot 003)</td>
<td>117 Eureka Street</td>
</tr>
</tbody>
</table>
Exhibit 2
Petition for Exclusion
PETITION FOR EXCLUSION OF PROPERTY
from
CENTRAL CITY BUSINESS IMPROVEMENT DISTRICT

TO: City Council, City of Central, Colorado.

The undersigned, the City Manager of the City of Central, pursuant to authority set forth in City Resolution No. 17-07, hereby respectfully petitions the City Council pursuant to Section 31-12-1220, C.R.S., for the exclusion of the hereinafter described land from the boundaries of the Central City Business Improvement District (the “CCCID”).

The undersigned hereby requests that the property described in Exhibit A, a copy of which is attached hereto and incorporated by reference (“City Property”), be excluded from the boundaries of the CCBID and that an Ordinance be adopted by the City Council excluding the City Property from the boundaries of the CCBID, and that from and after the entry of such Ordinance, the City Property shall not be liable for assessments and other obligations of the CCBID.

The undersigned represents to the City Council that the City of Central is the sole owner of the City Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

Acceptance of this Petition shall be deemed to have occurred at that time when the City Council sets the date for the public hearing for consideration of the Petition.

This Petition is accompanied by a deposit of two hundred and fifty dollars ($250.00); said deposit is believed to be sufficient to pay all pre- and post-acceptance costs of the exclusion proceedings, but should said deposit be insufficient, the undersigned further agrees that it shall pay in full the fees and costs incurred by the City for the publication of notice of the hearing on exclusion, publication of the ordinance approving the exclusion (if any), filing and recording fees, and all other costs of exclusion of the City Property from the CCBID, whether or not such exclusion is approved.

This is a verified petition.

Petitioner(s): City of Central

Petitioner Street Address: 141 Nevada Street
Central City, CO 80427

Petitioner Mailing Address: City of Central
P.O. Box 249
Central City, CO 80427
Petitioner: CITY OF CENTRAL, a home rule municipality of the State of Colorado

By: ______________________________
    Daniel R. Miera, City Manager, authorized pursuant to Resolution No. 17-07

STATE OF COLORADO )
    ) ss.
COUNTY OF ____________ )

The foregoing Petition was acknowledged before me this _____ day of ____________, 2017, by Daniel R. Miera as City Manager of the City of Central, a home rule municipality of the State of Colorado.

Witness my hand and official seal.

My Commission Expires:

______________________________
Notary Public

[SEAL]
AGENDA ITEM # 11
CITY COUNCIL COMMUNICATION FORM

FROM: Ray W. Rears, Community Development Director

CC: Daniel Miera, City Manager

DATE: February 21, 2017

ITEM: Electric Utility Easement – Central City Parkway – Verizon Wireless

NEXT STEP: Council Action on Resolution No. 17-08

___ ORDINANCE
_X_ MOTION
___ INFORMATION

I. REQUEST OR ISSUE:

Verizon Wireless planning on installing a new telecommunications facility at the base of the Central City Parkway (but outside Central City) and they are requesting a small easement (approx. 140 sq. ft.) to connect this proposed site to an existing transformer along the Parkway for the purpose of providing power to the facility.

II. BACKGROUND INFORMATION:

- Resolution No. 15-06 – Central City Interim Community Economic Development Strategic Plan Weaknesses identified included "Cellular Infrastructure".

- 2003 - Central City Comprehensive Development Plan – No direct mention of cellular coverage though the capacity of phone coverage should be expanded.

- This request will increase cell phone coverage at the base on the Central City Parkway/I-70 corridor.

- The applicants request for the new telecommunications facility is currently under review by Clear Creek County

- The City will receive $500 compensation for this easement.
Applicable Municipal Code Sections:

Section 14.4 Conveyances – All conveyances of interest in land by the city all be signed by the Mayor and attested to by the City Clerk under seal of the city.

III. RECOMMENDED ACTION / NEXT STEP:

Staff supports that adoption of Resolution 17-08, conditionally approving an easement agreement with Verizon Wireless. Those recommended conditions require a copy of the ‘premises’ lease agreement, payment, survey work and a Right-of-Way permit as part of this easement.

IV. LEGAL ISSUES:

Staff and the City Attorney have reviewed this request and believe all legal issues have been addressed by the Resolution and Easement Agreement.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None

VII. SUMMARY AND ALTERNATIVES:

1. Move to approve as presented with conditions
2. Move to approve with modified conditions
3. Move to continue the request so that a specific question/issue can be addressed
4. Move to deny the request (with cause).
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 17-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, CONDITIONALLY APPROVING AN EASEMENT AGREEMENT WITH VERIZON WIRELESS (VAW) LLC D/B/A VERIZON WIRELESS TO GRANT AN EASEMENT FOR ELECTRICAL SERVICE TO 2189 EAST IDAHO SPRINGS ROAD

WHEREAS, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Verizon") plans to construct a new-build small cell communication facility at 2189 East Idaho Springs Road in Clear Creek County ("Project"); and

WHEREAS, Verizon intends to lease approximately 78 square feet of property from the current property owner of record (the "Premises") to construct the Project; and

WHEREAS, Verizon will require power for the operation of the Project; and

WHEREAS, Verizon requires an easement across property that the City owns, specifically a portion of the Central City Parkway, to provide electrical service to the Project; and

WHEREAS, the City has completed an Easement Agreement with Verizon, a copy of which is attached as Exhibit 1 and is incorporated by reference; and

WHEREAS, City Council desires to approve the grant of the Easement Area identified in the Easement Agreement to Verizon, subject to the conditions set forth below.

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

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

Section 2. The Mayor shall not execute the Easement Agreement until the following conditions have been satisfied: (a) Verizon has provided the final executed Lease Agreement for the Premises to the City’s Community Development Director; (b) the payment referenced in Section 1 of the Easement Agreement has been received by the City; and (c) Exhibit “A” to the Easement Agreement has been prepared by a Colorado licensed surveyor in a form acceptable to the City.

Section 3. Verizon shall obtain a ROW Permit from the City prior to commencing any work within the Easement Area, as that term is defined in the Easement Agreement.
Section 4. Effective Date. This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 21st DAY OF FEBRUARY, 2017.

CITY OF CENTRAL, COLORADO

By: ________________________________
Kathryn A. Heider, Mayor

ATTEST:

By: ________________________________
Reba Bechtel City Clerk

APPROVED TO FORM:

By: ________________________________
Marcus A. McAskin, City Attorney
Exhibit 1
Easement Agreement
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated as of the ____ day of ____________, 2017, and is entered into by and between the CITY OF CENTRAL, a home rule municipality of the State of Colorado (hereinafter "Grantor"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn: Network Real Estate (hereinafter "Grantee").

WHEREAS, Grantor has agreed to convey to Grantee an easement over, under and across certain property owned by Grantor at the location described or depicted on Exhibit “A” attached hereto (the “Easement Area”)

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties agree as follows:

1. **Grant of Easement.** In consideration of a one-time payment of Five Hundred and 00/100 Dollars ($500.00) made payable to Grantor, Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement (“Easement”) over, under and across the Easement Area for the purposes of ingress and egress and for constructing, maintaining, operating, repairing and replacing Grantee’s communications equipment and utility lines, cables and conduits from the communications equipment to that certain property described with particularity in that certain Lease Agreement dated ______________, 2017 by and between the Grantee and the City of Black Hawk (the “Lease Agreement”), including but not limited to electric and fiber (collectively, the “Improvements”). The payment due hereunder shall be payable by Grantee and received by Grantor prior to execution of this Agreement by Grantor.

2. **No Permanent Structures.** Grantor hereby covenants for and on behalf of itself, and its successors or assigns, that it shall not construct nor permit to be constructed, any building or any other permanent structure within the Easement Area, or make any permanent excavation, or permit any permanent excavation to be made within the Easement Area during the term of this Agreement without the advance written approval of the Grantee; provided that (i) the Grantor may utilize the Easement Area for any and all uses historically associated with use of the Easement Area for public right-of-way, and (ii) the Grantor may pave the surface of the Easement Area without such consent.

3. **Term.** The grant of Easement and rights and privileges granted in this Agreement shall be for a term coinciding with the term of the Lease Agreement, including any renewals thereof, and shall, without any further action on the part of Grantor or Grantee, terminate immediately upon the termination of the Lease Agreement. Upon termination of this Agreement for any reason, at Grantor’s request, Grantee shall execute with acknowledgement and deliver a notice of termination in form suitable for recording in the official records of Clear Creek County, Colorado.
4. **Termination for Default.** Upon Grantee’s default hereunder, Grantor may deliver to Grantee a written notice of default, stating with specificity the nature of Grantee’s default. If Grantee has not cured the default within a reasonable time (but not less than 30 days for a monetary default and 60 days for a non-monetary default) after receipt of the notice of default, Grantor may terminate this Agreement effective immediately upon receipt by Grantee of Grantor’s written notice of termination.

5. **Indemnification.** Grantee agrees to indemnify, defend and hold Grantor harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorneys’ fees and court costs) resulting from its use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its agents.

6. **Insurance.** Grantee will carry, at its own cost and expense, the following insurance: (i) commercial general liability insurance with a minimum limit of liability of $1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (ii) Workers’ Compensation Insurance as required by law. Notwithstanding anything in this Agreement to the contrary, with respect to all loss, damage, or destruction to a party’s property (including rental value and business interruption) occurring during the term of this Agreement, Grantor and Grantee hereby release and waive all claims (except for willful misconduct) against the other party and their respective employees, agents, officers, and directors. With respect to property damage, each party hereby waives all rights of subrogation against the other party, but only to the extent that collectible commercial insurance is available for said damage.

7. **Assignment.** Grantee may, at its discretion and upon prior written notification to Grantor, assign and delegate all or any portion of its rights and liabilities under this Agreement in connection with any assignment of the Lease Agreement. Grantee shall be released from its obligations hereunder only with the prior written consent of Grantor.

8. **ROW Permit and Restoration.** Prior to any activities that disturb the surface of the Easement Area, the Grantee shall obtain a ROW Permit from the Public Works Director of the City of Central. Upon completion of any of its activities which disturb the surface of the Easement Area, the Grantee shall restore the grade of the Easement Area to the condition it was in immediately prior to such disturbance, except as otherwise provided herein or as necessarily modified to accommodate the Improvements. Any excess earth resulting from installations by the Grantee shall be removed from the Easement Area at the sole expense of the Grantee. The Grantee agrees that for a period of one (1) year following completion of any of its activities which disturb the surface of the Easement Area, the Grantee will maintain the surface elevation by correcting any settling or subsiding that may occur as a result of the work done by the Grantee.

9. **Certain Reserved Rights.** Except as otherwise provided in this Agreement, the Grantor reserves the rights to use the Easement Area and to grant further easement interests in the
Easement Area to other grantees so long as (i) such interests and uses do not materially or unreasonably interfere with the use of the Grantee, its successors and assigns as permitted herein, and (ii) Grantor does not allow any other utility lines or facilities to be located within five feet (5') of any Improvements without obtaining Grantee’s prior written consent.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Easement described herein. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11. **Binding Effect.** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee.

12. **Amendments.** Any modification or other termination of this Agreement shall become effective only upon the execution by Grantor and Grantee of a written instrument. Any written amendment to this Agreement shall be recorded in the real property records of Clear Creek County, Colorado.

13. **Runs With Land.** The rights and responsibilities set forth in this Agreement are intended to be covenants on the Easement Area and are to run with the land.

14. **Attorneys’ Fees.** In the event either party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party in such litigation, arbitration or other legal proceeding, as part of its judgment or award, its reasonable attorneys’ fees and costs.

15. **Section Headings.** The section headings contained herein are included for reference purposes only.

16. **Governing Law.** The terms, covenants and provisions of this Agreement shall be governed by and construed under the applicable laws of the State of Colorado.

17. **Recording.** This Agreement shall be recorded in the office of the County Clerk of Clear Creek County, Colorado.

Signatures on Following Page
IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the day and year first set forth above.

GRANTOR:

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

By: __________________________
    Kathryn Heider, Mayor
    (pursuant to authority set forth in Resolution No. 17-08)

STATE OF COLORADO  )
                     ) ss.
COUNTY OF __________ )

The foregoing instrument was acknowledged before me this _____ day of __________, 2017, by Kathryn Heider as the Mayor of the CITY OF CENTRAL, a home rule municipality of the State of Colorado.

Witness my hand and official seal.
My commission expires: _________________________

[ SEAL ]

Notary Public
GRANTEE:

VERIZON WIRELESS (VAW) LLC
D/B/A VERIZON WIRELESS

By: ____________________________

Print: __________________________

Title: __________________________

Date: __________________________

STATE OF ____________ )
ss.
COUNTY OF ____________ )

The foregoing instrument was acknowledged before me this ____________ day of
___________________________, 2017, by ______________________ as _______________ of
VERIZON WIRELESS (VAW) LLC D/B/A VERIZON WIRELESS.

Witness my hand and official seal.
My commission expires: __________________________

[ SEAL ]

Notary Public
EXHIBIT “A”

The “Easement Area”

NOTE: THE DESCRIPTION AND DIAGRAM BELOW ARE PLACEHOLDERS ONLY. GRANTEE TO PROVIDE GRANTOR WITH SURVEYED METES & BOUNDS DESCRIPTION OF EASEMENT AREA, TO BE PREPARED BY COLORADO LICENSED SURVEYOR. EXHIBIT “A” WILL BE UPDATED UPON RECEIPT

(STRIP TWO)

BEGINNING AT POINT "B" AS DESCRIBED ABOVE; THENCE SD2°01’39”E, 14.05 FEET TO THE END OF SAID STRIP OF LAND.

THE SIDELINES OF SAID STRIPS OF LAND ARE TO BE LENGTHENED AND/OR SHORTENED TO PREVENT ANY GAPS AND/OR OVERLAPS.
Ray W. Rears  
Central City Community Development Director & HPO  
P.O. 249 / 141 Nevada Street  
Central City, CO 80427  
720-279-7332  

Re: Verizon Wireless (VZW): All American  
APN:183332100904  

Dear Mr. Rears;  

Our firm is a real estate consultant to Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless ("VZW") and related entities and partnerships. As we’ve discussed, VZW is in the process of installing a new telecommunications facility at the Hidden Valley Water Plant. VZW is requesting a new easement for the purpose of installing power across Central City’s property APN:183332100904. In addition to the $2,000 review fee deposit, a draft easement agreement is enclosed for your review. If you have any questions or concerns regarding this request, please don’t hesitate to contact me at (303) 256-4079 or NebelC@bv.com.  

Sincerely,  

Colleen Nebel  

Colleen Nebel  
Site Acquisition Specialist  
Black & Veatch Corp.  
Agent for Verizon Wireless (VZW)
AGENDA ITEM # 12
CITY COUNCIL COMMUNICATION FORM

FROM: Daniel Miera, City Manager
DATE: February 21, 2017
ITEM: Resolution No. 17-09: A Resolution of the City Council of the City of Central, Colorado, Approving a Marketing Fee Collection Agreement with the Central City Business Improvement District

NEXT STEP: Council Action on Resolution No. 17-09.

___ ORDNANCE
X MOTION
___ INFORMATION

I. REQUEST OR ISSUE:

The Central City Business Improvement District ("CCBID") has requested that the City of Central ("City") serve as its Collecting Agent, in exchange for a fee, to collect a properly imposed CCBID Marketing Fee from Central City casinos.

II. BACKGROUND INFORMATION:

Beginning in 2012, the City collected a City Marketing Fee from Central City casinos, and the CCBID coordinated a cooperative marketing and advertising program for the casinos using the City Marketing Fee funds, in accordance with an Intergovernmental Agreement ("IGA") between the parties. The term of the IGA was extended each year thereafter, until it was allowed to expire on December 31, 2016.

Pursuant to its authority under the Business Improvement District Act, the CCBID has the ability to impose a fee to cover marketing and advertising expenses within the District ("CCBID Marketing Fee"). The CCBID has decided to impose a fee upon Central City casinos based on the number of gaming devices in each casino to cover such costs. And, the CCBID has requested that the City collect the CCBID Marketing Fee on its behalf in the same manner that the City previously collected the City Marketing Fee; the CCBID has agreed to compensate the City for this service in an amount equal to 3.33% of all fees collected.
III. **FISCAL IMPACTS:**

The 3.33% administration fee should be sufficient to cover the City’s administrative costs for this program. However, should the City find at any time that its costs exceed the administration fee revenues, staff can raise the issue for negotiation with the CCBID.

Holding constant an estimate of 1,900 total devices, and a proposed fee ranging between $5 and $7, the City could potentially recognize revenues ranging between $3,796 and $5,315 each year.

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

Take action on Resolution No. 17-09.

V. **LEGAL ISSUES:** None.

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

VII. **SUMMARY AND ALTERNATIVES:**

1. Move to adopt Resolution 17-09.
2. Adopt Resolution 17-09 with amendments.
3. Table for further discussion and consideration.

**Proposed Motion:** "I move to approve Resolution No. 17-09, a Resolution of the City Council of the City of Central, Colorado, Approving a Marketing Fee Collection Agreement with the Central City Business Improvement District".
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 17-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, APPROVING A MARKETING FEE COLLECTION AGREEMENT WITH THE CENTRAL CITY BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the City of Central ("City") is authorized to enter into contracts and intergovernmental agreements; and

WHEREAS, the Board of Directors of the Central City Business Improvement District has considered and adopted a resolution establishing a special assessment to fund the costs of advertising and marketing expenses of the Central City Business Improvement District ("CCBID"); and

WHEREAS, the CCBID has represented to the City that the CCBID resolution imposing the special assessment for marketing purposes has been properly adopted in accordance with all applicable statutory procedures set forth in the Business Improvement District Act, C.R.S. §§ 31-25-1201 et seq. (the "Act"); and

WHEREAS, the resolution establishes a special assessment identified by the CCBID as the "CCBID Marketing Fee"; and

WHEREAS, the CCBID’s 2017 Operating Plan, as submitted to the City, authorizes the District to provide any services authorized under the Act, including without limitation the promotion or marketing of CCBID activities and the promotion, marketing and management of public events within the CCBID; and

WHEREAS, the CCBID has requested the City’s assistance in collecting the CCBID Marketing Fee and, to that end, desires to designate the City as its agent for purposes of collecting the CCBID Marketing Fee; and

WHEREAS, the CCBID has proposed that certain Marketing Fee Collection Agreement (the "Agreement") to the City, a copy of which is attached to this Resolution as Exhibit 1 and is incorporated herein by reference; and

WHEREAS, Agreement establishes a collection fee in the amount of three and one-third percent (3.33%) of the CCBID Marketing Fees collected by the City, which collection fee is to be retained by the City to cover administrative costs associated with assisting the CCBID with collection of the CCBID Marketing Fees.

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

Section 1. The City Council hereby approves the 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 21st DAY OF FEBRUARY, 2017.

CITY OF CENTRAL, COLORADO

By: ____________________________
    Kathryn A. Heider, Mayor

ATTEST:

By: ____________________________
    Reba Bechtel City Clerk

APPROVED TO FORM:

By: ____________________________
    Marcus A. McAskin, City Attorney
Exhibit 1
Marketing Fee Collection Agreement
MARKETING FEE COLLECTION AGREEMENT

THIS MARKETING FEE COLLECTION AGREEMENT ("Agreement") is made and effective as of the ___ day of ____________, 2017 (the "Effective Date") by and between THE CITY OF CENTRAL, a home rule municipality of the State of Colorado (the "City") and the CENTRAL CITY BUSINESS IMPROVEMENT DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("CCBID"), collectively referred to herein as the "Parties" or separately, a "Party."

RECITALS

WHEREAS, the City previously imposed and collected a marketing fee to assist the City in funding certain marketing and advertising costs incurred by the City or the CCBID (the "Marketing Fee"); and

WHEREAS, the Marketing Fee was authorized by City Ordinance 11-16 and was extended for each of calendar years 2012 – 2016; and

WHEREAS, by City Ordinance 16-04, the City Council discontinued the Marketing Fee and clarified that the same would not be collected in calendar year 2017; and

WHEREAS, in accordance with applicable procedures set forth in C.R.S. § 31-25-1219, the Board of Directors of the CCBID ("Board") enacted a resolution dated October 27, 2016 ("Marketing Fee Special Assessment Resolution"), establishing a special assessment to fund the costs of advertising and marketing expenses, which applies to each gaming establishment within the City based upon the number of gaming devices operated within the gaming establishment ("CCBID Marketing Fee"); and

WHEREAS, the CCBID represents to the City that the CCBID Marketing Fee is a properly imposed special assessment and has been adopted in accordance with all applicable statutory procedures set forth in the Business Improvement District Act, C.R.S. §§ 31-25-1201 et seq.; and

WHEREAS, the City regularly imposes and collects license fees and gaming device fees on gaming devices, as codified in Article V of Chapter 6 of the Central City Municipal Code and all regulations promulgated thereunder, and subject to the provisions herein, is willing to collect on behalf of CCBID a properly imposed CCBID Marketing Fee in accordance with the terms of this Agreement; and

WHEREAS, it is acknowledged and understood by the Parties that: (i) the CCBID Marketing Fee is a charge imposed pursuant to CCBID’s statutory authority and not through the exercise of any power by the City; (ii) CCBID Marketing Fees are not tax revenues in any form;
and (iii) the authority of the City to collect the CCBID Marketing Fees on behalf of the CCBID is established by this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement in order to establish the terms and conditions by which the CCBID Marketing Fee will be collected by the City and remitted to the CCBID.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

1. **CCBID Marketing Fees.**

   A. **CCBID Marketing Fee.** The CCBID Marketing Fee applies to each gaming establishment within the City based upon the number of gaming devices or positions operated within the gaming establishment, to the extent set forth in the Marketing Fee Special Assessment Resolution. The CCBID Marketing Fee shall be determined by the Board in accordance with the Marketing Fee Special Assessment Resolution, and is expected to range between $5.00 and $7.00 per month for each gaming device. The amount of the CCBID Marketing Fee will be determined by the Board, based upon the current number of gaming devices as determined by the City and the expected amounts of costs of advertising and marketing as determined by the Board.

   B. **Appointment of City as Collection Agent.** CCBID hereby appoints the City as its Collection Agent for purposes of receiving, collecting, administering, remitting and disbursing all properly imposed CCBID Marketing Fees paid during the term of this Agreement. By the execution of this Agreement, the City accepts the responsibility of receiving the CCBID Marketing Fees remitted to the City by all gaming establishments and, after deduction of the collection fee in the amount of 3.33% of the amount collected ("Collection Fee"), shall proceed to remit the net CCBID Marketing Fees to the CCBID Marketing Fee Account established by CCBID. The City is not the agent of any Person other than CCBID and shall have only those responsibilities expressly stated herein. The obligations of the City under this Agreement shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the City, and the payment of any costs incurred or to be incurred by the City in performing its obligations hereunder shall be subject to annual appropriation by the City Council.

   C. **Remittance of the CCBID Marketing Fee.** CCBID Marketing Fees shall be collected by the City and remitted to CCBID substantially in accordance with the procedure set forth below:
(1) The City shall receive the CCBID Marketing Fees as remitted by each gaming establishment on a monthly basis and in accordance with the provisions of the Marketing Fee Special Assessment Resolution and this Agreement and, after deduction of the Collection Fee, transfer, remit to and deposit all remaining amounts to the CCBID Marketing Fee Account established by CCBID on or before the 10th day of the following month.

(2) In accordance with such terms that are mutually acceptable to and are subsequently approved in writing by the City and CCBID, the City may initiate, pursue and enforce, or cause to be pursued and enforced, civil actions or other judicial proceedings to collect any delinquent CCBID Marketing Fees, interest or penalties due under the Marketing Fee Special Assessment Resolution or to enforce any other obligation under the Marketing Fee Special Assessment Resolution. Otherwise, the City shall have no obligation to undertake any enforcement action of any nature. Unless otherwise agreed in writing by the City and CCBID, the CCBID shall pay all costs incurred by the City in collecting any delinquent CCBID Marketing Fees, including reasonable attorney’s fees, should the City choose to initiate any collection activities on behalf of the CCBID. Nothing in this Agreement shall be construed to limit or restrict CCBID’s authority to enforce collection of delinquent CCBID Marketing Fees directly.

(3) The City shall, within ninety (90) days after the end of each calendar year, provide to CCBID an annual unaudited accounting of the total CCBID Marketing Fees received by the City for the preceding calendar year. CCBID or their designee are hereby authorized to audit, or cause audits to be conducted of, the City’s books and records with respect to the collection of the CCBID Marketing Fees. Any audit of the City’s books and records shall occur during normal business hours on a specific date(s) and time(s) that the Parties agree upon in advance. The City Manager and CCBID Manager shall be authorized to schedule the mutually agreeable time and date of any audit occurring under this Agreement.

2. Covenants of the Parties.

Each Party hereby represents and warrants to and for the benefit of the other Party:

(1) That it has full power and legal authority to enter into this Agreement;

(2) That it has taken or performed all acts or actions that may be required by statute or charter to confirm its authority to execute, deliver and perform each of its obligations under this Agreement; and

(3) That neither the execution and delivery of this Agreement, nor compliance with any of the terms, covenants or conditions of this Agreement will result in a violation
of or default under any other agreement or contract to which it is a party or by which it is bound.

3. **Term and Termination.**

   A. **Term.** This Agreement shall be effective when signed by both Parties and shall remain in effect for so long as the CCBID Marketing Fees are properly imposed by CCBID, subject to any extension or modification of the Marketing Fee Special Assessment Resolution. The Parties recognize that any properly imposed CCBID Marketing Fee will be effective through December 31, 2017 and may be extended by resolution of the Board. This Agreement will automatically terminate and expire if the CCBID Marketing Fee is not extended and/or imposed by the Board.

   B. **Resignation and Removal.** The City may resign as Collection Agent by submitting a notice of resignation to CCBID not less than six (6) months before the date upon which such resignation is intended to take effect. The City’s resignation shall be effective on the termination date set forth in such notice. The City may be removed as Collection Agent by CCBID at any time to become effective not earlier than three (3) months after notice to the City.

   C. **Assignment.** This Agreement shall not be assigned by either Party for any reason other than to a successor by operation of law or with the prior written consent of the other Party.

4. **Miscellaneous Terms.**

   A. **Incorporation of Recitals.** The recitals set forth above are incorporated into the terms of this Agreement.

   B. **Sovereign Powers and Immunities of City.** Nothing in this Agreement shall be construed as diminishing, delegating or otherwise restricting any of the sovereign powers or immunities of the City.

   C. **Notice.** All notices, certificates or other communications required to be given hereunder shall be in writing and shall be deemed given when delivered in person, or by prepaid overnight express mail or a national courier service, or mailed by certified or registered mail, postage prepaid, addressed as follows:

   To the City:

   Central City
   c/o City Manager
   141 Nevada Street
   P.O. Box 249

   (00547936.DOC / )
To CCBID:

City of Central Business Improvement District
c/o Paul R. Cockrel
Collins Cockrel & Cole, P.C.
390 Union Boulevard, Suite 400
Denver, CO 80228

Either Party may by written notice designate any additional or different address to which subsequent notices, certificates or other communications will be sent.

D. **No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and their duly authorized successors and assigns, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other Person with respect to this Agreement.

E. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Parties and their duly authorized successors and assigns.

F. **Amendment.** This Agreement may only be amended, changed, modified or altered by an instrument in writing duly executed by each Party.

G. **Computation of Time.** In computing a period of days, the first day shall be excluded and the last day shall be included. If the last day of any period is not a business day, the period shall be extended to include the next succeeding business day. If a number of months is to be computed by counting the months from a particular day, the period shall end on the same numerical day in the concluding month as the day of the month from which the computation is begun, unless there are not that many days in the concluding month, in which case the period shall end on the last day of that month.

H. **Payments Due on a Day other than a Business Day.** If the date for making any payment or the last day for performance of any act or the exercising of any right as provided in this Agreement shall be a day other than a business day, such payment may be made, or such act performed, or such right may be exercised on the next succeeding business day with the same force and effect as if done on the nominal date provided in this Agreement.

I. **Severability.** In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
J. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

K. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

L. **Default and Remedies.** If any Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the terms and provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following notice of default from another Party (or such additional period of time as may be reasonably necessary to cure such default as long as the curative action is commenced within such thirty-day period and is diligently and continuously pursued to completion), then any non-defaulting Party may initiate a court action (i) to enjoin such failure of performance, (ii) to recover damages, and (iii) to seek any other remedy available at law or in equity, including an action for specific performance. The prevailing Party in any court action shall be entitled to an award of costs and reasonable attorney fees. No remedy provided under this Agreement shall be required to be exercised as a prerequisite to seeking any other relief to which such Party may then be entitled. All rights and remedies under this Agreement are cumulative, and the exercise of any one or more of such rights and remedies shall not preclude the exercise of any other right or remedy for any default at the same or a different time. Any delay in asserting any right or remedy under this Agreement shall not operate as a waiver of any such right or limit such right in any manner.

M. **Captions.** The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the date(s) set forth below.
CITY OF CENTRAL, COLORADO

____________________
Kathryn A. Heider, Mayor

Date of execution: _____________, 2017

ATTEST:

____________________
Reba Bechtel, City Clerk

CENTRAL CITY BUSINESS
IMPROVEMENT DISTRICT

____________________
President

Date of execution: _____________, 2017

ATTEST:

____________________
Secretary
AGENDA ITEM # 13
CITY COUNCIL COMMUNICATION FORM

FROM: Jason Nelson, Utilities Director
THROUGH: Marcus McAskin, City Attorney
DATE: February 21, 2017
ITEM: Ordinance 17-01 Amending Section 13-2-120 of the Municipal Code and the Water General Rates for Water Services

___ X ___ MOTION
___ ___ INFORMATION

I. REQUEST OR ISSUE: Ordinance No. 17-01 approves certain amendments to Section 13-2-120 of the Municipal Code ("Water meters") and amends the Water General rates for water services. One purpose of the Ordinance is to clarify the roles and responsibilities of the City and residents regarding water meters. The other purpose of the Ordinance is to correct the City’s Water General rates, which were updated with incorrect amounts through Ordinance 16-06. If the proposed Ordinance is adopted by City Council, the correct Water General rates would become effective on March 15, 2017. All other water fees, rates and charges implemented by Ordinance 16-06 will remain effective unless modified in the future by ordinance of City Council.

II. RECOMMENDED ACTION / NEXT STEP: Approve Ordinance No. 17-01 on first reading and schedule a public hearing and second reading of the Ordinance on a time and date certain.

Currently, it is anticipated that second reading of the Ordinance will occur on Tuesday, March 7, 2017 at 7:00 p.m.
III. **BACKGROUND INFORMATION:** The City installed water meters on residential and nonresidential properties within its jurisdiction in 2012 for billing purposes. Each property owner owns the water meter for his or her property and is responsible for any damage to or loss of the meter caused by vandalism, malicious mischief, theft, freezing, hot water, tampering, casualty other than ordinary wear and tear or any willful act, neglect, or carelessness of the owner or occupant of the property. However, the City Code allocates responsibility for maintaining those water meters to the City.

The proposed amendments clarify the roles and responsibilities of the property owners and the City regarding the water meters. The amendments make it clear that (1) even though the City maintains the water meters, property owners are responsible for damage to any person or property resulting from the water meter or meter pit; (2) the City will be partially or wholly responsible for damage to or loss of a water meter that is caused by an act or omission of the City as determined by the City Manager; and (3) water meters remain the property of the property owners if the water meters are relocated by the City for the purposes of managing, operating, or maintaining the meters as authorized by the City Code.

The changes to the City Code incorporated in Ordinance No. 17-01 were discussed with City Council at the February 7, 2017 work session.

IV. **FISCAL IMPACTS:** None.

V. **LEGAL ISSUES:** None.

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

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

1. Adopt Ordinance No. 17-01 on first reading, as may or may not be amended;

2. Direct staff to make revisions to the Ordinance and schedule consideration of the Ordinance on a future City Council agenda for first reading; or

3. Reject or deny the Ordinance.

**RECOMMENDED MOTION:** "I MOVE TO APPROVE ORDINANCE NO. 17-01, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AMENDING SECTION 13-2-120 OF THE MUNICIPAL CODE AND THE WATER GENERAL RATES FOR WATER SERVICES ON FIRST READING, AND FURTHER MOVE THAT SECOND READING AND PUBLIC HEARING ON THE ORDINANCE BE SCHEDULED FOR TUESDAY, MARCH 7, 2017, AT 7:00 PM TO BE HELD IN THESE COUNCIL CHAMBERS."

**Attachments:**

- Ordinance 17-01 (for first reading)
CITY OF CENTRAL, COLORADO
ORDINANCE 17-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AMENDING SECTION 13-2-120 OF THE MUNICIPAL CODE AND THE WATER GENERAL RATES FOR WATER SERVICE

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

WHEREAS, the City Council desires to clarify the roles and responsibilities of the City and residents regarding the water meters currently referenced in Section 13-2-120 of the Municipal Code; and

WHEREAS, Section 12.3 of the Home Rule Charter requires that rates for services provided by City-owned utilities be established by the City Council by ordinance; and

WHEREAS, Section 13-2-320(a) of the Central City Municipal Code provides that the City shall from time to time set water rates and charges by ordinance; and

WHEREAS, the City Council last updated and amended its water rates in December 2016 by passage of Ordinance No. 16-06, and the new rates became effective on January 1, 2017; and

WHEREAS, the “Water General” rates set forth in Ordinance 16-06 were incorrect; and

WHEREAS, the City Council desires to amend the City’s “Water General” water rates to reflect the correct rates; and

WHEREAS, the City Council desires to establish by this Ordinance the “Water General” water rates, to be effective as of March 15, 2017; and

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

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

Section 1. Section 13-2-120 of the Municipal Code, titled “Water meters” is hereby amended to read in its entirety as follows, with bold and underlined text showing additions:

(a) Requirement. Every licensed premises shall be required to have a water meter of a size, type and quality approved by the City to be read for billing purposes. Such meter shall be owned by the owner. For existing premises without water meters as of December 31, 2010, the cost of the meter shall be borne equally by the City and the owner pursuant to a City-adopted cost-sharing policy; installation shall be performed by the City at the City's expense. For existing nonresidential premises
without water meters as of December 31, 2010, the cost of the meter shall be borne by the owner and installation shall be performed by the City at the owner's expense. All new premises after December 31, 2010, shall be required to install water meters of a size, type and quality approved by the City at the owner's expense. Removal of water meters shall be performed only by the City.

(b) City access to property. An owner shall allow the City access to the owner's property for meter installation, inspection and maintenance or replacement upon seventy-two (72) hours' advance written notice by the City. The City may terminate water service to a property in accordance with Section 13-1-640 of this Chapter if the owner refuses access or otherwise fails to cooperate with respect to meter installation, inspection and maintenance or replacement.

(c) Location. All meters shall be located as provided in the design standards.

(d) Maintenance. In order to provide for the accurate measurement of water through each meter, the City maintains all meters which are read for billing purposes against ordinary wear and tear. Meters in need of maintenance, testing or replacement because of obsolescence or normal wear and tear will be removed and replaced with a properly maintained and tested meter of corresponding size and type. The cost of meter repair or testing, as well as the purchase of replacement meters, shall be borne entirely by the owner. Installation, removal and associated costs shall be borne entirely by the owner. Removal and repair of water meters shall be performed only by the City. **Regardless of any maintenance services provided by the City under this section, the owner shall be responsible for all damage to person or property resulting from the owner's meter or meter pit.**

(e) Damage. The customer shall be financially responsible for any damage to or loss of the meter caused by vandalism, malicious mischief, theft, freezing, hot water, tampering, casualty other than ordinary wear and tear or any willful act, neglect or carelessness of the owner or occupant of the licensed premises. When a meter has been damaged as a result of any of such causes, the customer shall bear the entire expense of removing, repairing, resetting and replacing the customer's meter. **When the damage to or loss of the meter is determined by the City Manager to have been caused by an act or omission of the City, the City shall bear some or all of the costs associated with the meter repair in an amount determined by the City Manager. The total amount of the City's portion of the repair cost shall be documented in writing by the City Manager or the City Manager's designee.**

(f) Relocation. When required for the proper management, operation or maintenance of the City system, the City may, at its expense, relocate meters or modify meter settings. **All meters so relocated shall remain the property of the owner.**

(g) Tampering. All meters, meter pits, the curb stop box and the water shutoff from the main must be kept free of obstructions or any materials which may obstruct or hinder access thereto by authorized personnel. It shall be unlawful to tamper with, deface, remove, manipulate, alter or affect the functionality of a water meter or
water shutoff from the main.

(h) Annual inspection. Annual inspection of meters may be conducted by the City.

Section 2. Pursuant to authorization in the City’s Home Rule Charter and Municipal Code, and effective as of March 15, 2017, the City Council hereby adopts the Water General fees, rates and charges attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The water fees, rates and charges set by this Ordinance shall supersede and replace any fees, rates or charges previously set or adopted by the City Council for the same purpose. All water fees, rates and charges set by Ordinance 16-06 and not amended by this Ordinance shall remain in effect. However, the water fees, rates and charges set by this Ordinance shall not be deemed to release, extinguish, alter, modify or charge in whole or in part any liability which shall have been previously incurred, and the superseded or replaced fees, rates or charges shall be treated and held as remaining in force for the purpose of sustaining any judgment, decree, or order related to any past due water account.

Section 4. The water fees, rates and charges set forth in Exhibit A attached hereto shall be adjusted for inflation on January 1, 2018, and on January 1 of each year thereafter based on the annual percentage change in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder, all items, all urban consumers, or its successor index for Denver-Boulder-Greeley, all items, all urban consumers, or its successor index (the “CPI”), as measured from the first half of 2016 to the first half of 2017 and each successive 12-month period thereafter. By way of example, the adjustment in water fees, rates and charges effective on January 1, 2019 shall be calculated utilizing the increase in the CPI as measured from the first half of 2017 to the first half of 2018. If the CPI indicates a zero or negative adjustment, the water fees, rates and charges shall not be adjusted but shall remain fixed at the rates applicable in the immediately preceding calendar year.

Section 5. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 6. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.
INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the ___ day of _____________, 2017, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

__________________________
Kathryn A. Heider, Mayor

Approved as to form:

__________________________
Marcus McAskin, City Attorney

ATTEST:

__________________________
Reba Bechtel, City Clerk

PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the ___ day of _____________, 2017.

CITY OF CENTRAL, COLORADO

__________________________
Kathryn A. Heider, Mayor

ATTEST:

__________________________
Reba Bechtel, City Clerk
POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on _____________, 2017.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on _____________, 2017.

CITY OF CENTRAL, COLORADO

__________________________
Kathryn A. Heider, Mayor

ATTEST:

__________________________
Reba Bechtel, City Clerk
EXHIBIT A

CITY OF CENTRAL
WATER RATES

Effective March 15, 2017, Water General rates for all accounts inside City limits are as follows:

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Rate (Monthly)</td>
<td>N/A</td>
</tr>
<tr>
<td>Service Line Fee (Monthly)</td>
<td>N/A</td>
</tr>
<tr>
<td>Capital Improvements Fee (Monthly)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**RATE ($/1,000 gallons)**

$64.00
### Proposed Water Rate Structure

<table>
<thead>
<tr>
<th>Customer Type</th>
<th>Residential</th>
<th>Commercial</th>
<th>Fire Suppression</th>
<th>Monthly Totals</th>
<th>Annual Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3/4&quot; Service (Setler Rate)</td>
<td>3/4&quot; Service</td>
<td>1&quot; Service</td>
<td>General</td>
<td>3/4&quot; Service</td>
</tr>
<tr>
<td>Number of Customers</td>
<td>72</td>
<td>226</td>
<td>5</td>
<td>50</td>
<td>38</td>
</tr>
<tr>
<td>Service Size Factor</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Base Rate (monthly)</td>
<td>$40.00</td>
<td>$90.00</td>
<td>$75.00</td>
<td>-</td>
<td>$50.00</td>
</tr>
<tr>
<td>Service Line Fee (monthly)</td>
<td>$8.00</td>
<td>$10.00</td>
<td>$15.00</td>
<td>-</td>
<td>$10.00</td>
</tr>
<tr>
<td>Capital Improvements Fee (monthly)</td>
<td>$8.00</td>
<td>$10.00</td>
<td>$15.00</td>
<td>-</td>
<td>$10.00</td>
</tr>
<tr>
<td>Base Rate Revenue</td>
<td>$4,032.00</td>
<td>$15,820.00</td>
<td>$525.00</td>
<td>-</td>
<td>$2,660.00</td>
</tr>
<tr>
<td>Average Monthly Water Use [gallons]</td>
<td>2,000</td>
<td>3,000</td>
<td>5,000</td>
<td>1,000</td>
<td>7,000</td>
</tr>
<tr>
<td>Average Annual Water Use [gallons]</td>
<td>:728,000</td>
<td>8,136,000</td>
<td>300,000</td>
<td>600,000</td>
<td>3,192,000</td>
</tr>
<tr>
<td>Usage Rate ($/1,000 gallons)</td>
<td>Usage Factor</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>&lt; 3,000 gallons</td>
<td>1</td>
<td>$2.75</td>
<td>$2.75</td>
<td>$2.75</td>
<td>$2.75</td>
</tr>
<tr>
<td>3,000 gallons - 10,000 gallons</td>
<td>3.5</td>
<td>$4.13</td>
<td>$4.13</td>
<td>$4.13</td>
<td>$4.13</td>
</tr>
<tr>
<td>10,000 gallons - 55,000 gallons</td>
<td>5</td>
<td>$5.50</td>
<td>$5.50</td>
<td>$5.50</td>
<td>$5.50</td>
</tr>
<tr>
<td>55,000-100,000 gallons</td>
<td>7.5</td>
<td>$6.88</td>
<td>$6.88</td>
<td>$6.88</td>
<td>$6.88</td>
</tr>
<tr>
<td>&gt; 100,000 gallons</td>
<td>10</td>
<td>$8.25</td>
<td>$8.25</td>
<td>$8.25</td>
<td>$8.25</td>
</tr>
<tr>
<td>Estimated Average Monthly Usage Bill</td>
<td>$8.25</td>
<td>$8.25</td>
<td>$8.25</td>
<td>$8.25</td>
<td>$8.25</td>
</tr>
<tr>
<td>Estimated Average Usage Revenue</td>
<td>$396.00</td>
<td>$1,864.50</td>
<td>$82.50</td>
<td>$3,200.00</td>
<td>$1,881.00</td>
</tr>
<tr>
<td>Total Average Monthly Bill</td>
<td>$61.50</td>
<td>$78.25</td>
<td>$131.50</td>
<td>$64.00</td>
<td>$119.50</td>
</tr>
<tr>
<td>Total Average Monthly Revenue</td>
<td>$4,428.00</td>
<td>$17,684.50</td>
<td>$607.50</td>
<td>$3,200.00</td>
<td>$4,541.00</td>
</tr>
</tbody>
</table>

Projected Annual Average Revenue = $772,134.00

2020 Budgeted Revenue = $653,850.00
2020 Budgeted Expenses = $553,851.00
To: Mayor Heider, City Council, and City Manager Miera

From: Reba Bechtel, City Clerk

Date: February 21, 2017

Re: Bi-weekly Report

- Prep for the Regular Council meeting of 2/21.
- Prep and attended HPC 1/11 and 2/8.
- Processed and issued the renewal for a Hotel and Restaurant Liquor License for CC Gaming LLC dba Johnny Z's Casino at 132 Lawrence Street
- Processed and issued the renewal for a Liquor Store License for Legends Inc dba Annie Oakley's Liquor and Grocery at 135 Nevada Street
- Processed and issued the renewals for the CCA and the 2nd location liquor license for the Century, Johnny Z's and Reserve.
- Ongoing processing business license renewals with a new feature to renew online from the City website.
- Election: Ballots mailed to 4 registered overseas (UOCAVA) voters.
- Misc information regarding: sign permits, special events, building permits, code questions, HP, records response, liquor, and marijuana.
Development
1) GIS Services – Revised parcel layer has been released along with some utility lines
   a. Correcting address discrepancies
   b. Correcting parcel boundaries
2) Comp Plan/Zoning Code / Design Guidelines –
   i. Next meeting will be held on Feb 22 – Discuss Land Use Code and Feb 23 – Design
   ii. Updated schedule has been added to website
3) CDBG – Resilience Project.
   a. Business Preparedness meeting – Feb 16th
   b. Steering Committee – table exercise held – Feb 16th
4) Wayfinding Signage – Message being evaluated.
5) Cemetery fence project – Awaiting RFP responses – closes Feb 21st
6) Marijuana Suspension – Options/data being pursued
7) Flood Zone Review – Participated in review process with State
8) UNC Survey – Event impact for businesses and citizens underway
9) Enterprise Zone – Working with state regarding additional information requested
10) Various initial development/building inquires addressed.

Historic Preservation
1) Belvidere Theater RFP – Work continues
2) Washington Hall RFP – Work continues
3) Historic Preservation Tax Credits – Now promoted on City website
4) HPC Cases YTD- 2

Code Enforcement
1) Work continues on reported violations
   a. Court Case YTD – 1 conviction/ fine

IT/Web/Audio Visual
1) Website, Facebook and Twitter internal administration continues.
2) Channel 20 – Taken down temporarily due to City Hall repair
3) Comp Plan / Resiliency Project tab added has been updated with latest information
4) Projects Update tab added to Com Dev Page
Events / Marketing

1) Billboard
   a. Currently working on repairs of lighting

2) Central City App – Mobil Town Guide developed and can be download – “Mobile Town Guide Central City”
   a. Working on an interactive walking tour of the City
   b. All business directories uploaded
   c. Graphic art images have been created and uploaded

3) Short Promotional Videos are planned. Uploaded drone footage on Channel 20

4) Pursuing Creative District Designation/grant – being pursued

5) Mainstreet Central City
   a. Mini-grant pursued –
      i. training –
      ii. façade project reimbursement –
      iii. Commercial Building Inventory

6) 118 Radio Spots purchased to promote Central City
   a. Interchangeable spots
   b. June – September
   c. 950am Altitude Sports, Kool105, Mix 100 & 92.5 Wolf

7) Creating Full 2017 Marketing Plan
   a. 2017 Event Calendar Released

Staffing

1) Attended Saving Places Conference

2) Participated in review panel for GOCO grants

3) Evaluating addition contractor services for Belvidere and Special Projects

4) Management of consultant contracts

5) Ongoing employee wellness program.
Financing

- Prepared W2s and 1099s and submitted their respective federal reports by the deadline of January 31.

- Filed the 2017 Budget to the Department of Local Government, which has been approved.

- Participated in the Spelling Bee as a Judge for Gilpin County School.

- Filed the 4th quarter Employer's Federal Tax Return and the State Unemployment Taxes.

- Submitted the information requested by the State Auditor related to the audit of Historic Preservation Fund.

- Began preparing information for the 2016 audit. Auditors are scheduled to begin the first phase of the 2016 audit on February 22 through February 24.

- Please note, the utility bill to be mailed on March 1, which will include notice of the City's intent to enforce Section 13-1-480 (5) of the Code. This is related to the City's authority to shut-off water services on 60 day delinquent accounts. As of April 1, the Finance Department will begin adhering to the 60 day delinquent account water shut-off process.

Human Resources

- Coordinated the advertising and hiring process for the position of Seasonal Winter Service Worker within the Public Works Department.
To: Mayor Heider, City Council, and City Manager

From: Sam Hoover, Public Works Director

Date: February 16, 2017

Re: Bi-weekly Report

Since our last council update, public works staff has performed the following activities:

- Rebuilt the pull-behind sweeper in-house, and swept the Parkway
- Taken the TYMCO street sweeper to the dealer for major repairs, and swept most streets in the core city
- Removed Holiday banners and decorations, and replaced them with "new" winter banners
- Cleared dead trees from rights-of-way
- Repaired the historic plaques located in the bubble after an automobile accident
- Repaired the string lights on Lawrence from Johnny Z's to Main Street
- Cleaned up storage areas at the Boodle Mill
- Prepared and posted an RFP to install fencing along the cemeteries to discourage camping
- Crew continues work on the rehab of City Hall