CITY OF CENTRAL, COLORADO
NOTICE OF A SPECIAL MEETING of the CITY COUNCIL to be held on
Thursday, June 29, 2017 @ 7:00 p.m.
141 Nevada Street, Central City, Colorado

AGENDA

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

7:00pm Council Meeting

1. Call to Order.

2. Roll Call.
   Mayor
   Mayor Pro-Tem
   Council members
   Kathryn Heider
   Shirley Voorhies
   Judy Laratta
   Jeff Aiken
   Mary Bell

3. Pledge of Allegiance

4. Additions and/or Amendments to the Agenda.

5. Conflict of Interest.

6. Consent Agenda: All matters listed under Item 6, Consent Agenda, are considered to be routine business matters by the Council and will be enacted with a single motion and a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately.

   Regular Bill lists through June 13; and
   City Council minutes: June 6, 2017

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

LIQUOR LICENSE AUTHORITY —

7. Reserve Casino Hotel Liquor — Modification of Premise for Gregory Gaming LLC dba Reserve Casino Hotel to increase liquor premise and Jan’s Tavern dba Lava Room to decrease liquor premise. (Bechtel)

PUBLIC HEARING —

8. Ordinance No. 17-05: An ordinance of the City Council of the City of Central, Colorado extending the temporary 180-Day suspension imposed by Ordinance 16-07 on the submission, acceptance, processing, and approval of any application for a City of Central permit or license related to the Operation of a marijuana-related business. (McAskin)

ACTION ITEMS: NEW BUSINESS —

9. 3 Appointments to Main Street Commission – Deborah Wrightman/Cherise Rainbolt/Chuck Webster
10. **Ratify BID Appointment** – Jeff Hentschel

11. **Resolution No. 17-18**: A resolution of the City Council of the City of Central, Colorado ratifying the Planning and Zoning Commission’s approval of the City’s 2017 Comprehensive Plan. (Rears)

12. **Resolution No. 17-19**: A resolution of the City Council of the City of Central, Colorado approving the Central City Design Guidelines. (Rears)

13. **Ordinance No. 17-06**: An ordinance of the City Council of the City of Central, Colorado, repealing Chapter 16 and Chapter 17 of the City of Central Municipal Code and adopting and enacting, by reference, the City of Central Land Development Code, providing penalties for the violation thereof, and providing when such Code and this Ordinance shall become effective. (Rears)

**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 July 18, 2017.

*Posted 6/26/2017*

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Please call Reba Bechtel, City Clerk at 303-582-5251 at least 48 hours prior to the Council meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting.
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Grand Totals: 51,364.41
CALL TO ORDER
A regular meeting of the City Council for the City of Central was called to order by Mayor Heider at 7:16 p.m., in City Hall on June 6, 2017.

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

Absent: None

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

The Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA
The agenda was approved with the addition of the work session topic on Free Play added to the first Public Forum to receive comment.

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

CONSENT AGENDA
Mayor pro tem Voorhies moved to approve the consent agenda containing the regular bill lists through May 31 and the City Council minutes for the meeting on May 16, 2017. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION
Alderman Aiken stated that the Free Play program needs to have both cash and non-cash be eligible for rebates so there is a benefit to the smaller casinos.

Council consensus to staff is for a letter stating the City is in support of the Free Play Proposal concept with conditions to the Gaming Commission.

Don Boring, owner of The Annies dispensary, reported financial numbers to support a limit on marijuana licenses.

CC Minutes 6/6/2017
PUBLIC HEARING
Central City Source Water Diversion Structures
At 7:27 p.m., Mayor Heider opened the Public Hearing.

Will Ratz, W2 Engineering, reviewed the Central City Water System Schematic including costs to modernize the system and the funding sources with a grant match from the City of $2,500. The schedule would bring the project to completion by September 2018.

Jeremy Fey, resident, questioned the need for this investment prior to new development when the funds to pay for this would be available. Will Ratz explained that if we cannot get water from the intakes to the reservoir as occurred in 2013, the result is less water storage which can also affect our water rights.

At 7:43 p.m., Mayor Heider closed the Public Hearing.

ACTION ITEMS: NEW BUSINESS
Ordinance No. 17-05: An ordinance of the City Council of the City of Central, Colorado extending the temporary 180-Day suspension imposed by Ordinance 16-07 on the submission, acceptance, processing, and approval of any application for a City of Central permit or license related to the Operation of a marijuana-related business.

Attorney McAskin explained that Ordinance No. 17-05 extends the temporary 180-day suspension on the issuance of medical and/or retail marijuana licenses under applicable provisions of the City of Central Municipal Code that was imposed by Ordinance No. 16-07 until November 30, 2017. The current moratorium imposed by Ordinance No. 16-07 expires on June 30, 2017. However, the Community Development Director requested an extension of the temporary suspension of acceptance and approval of marijuana business license applications in order to allow the City more time to investigate, develop, and, if appropriate, adopt and implement regulations designed to limit the concentration and/or number of marijuana businesses within the City. Adopting Ordinance No. 17-05 will extend the temporary moratorium imposed by Ordinance 16-07 until and including November 30, 2017.

Many municipalities in the Denver and Boulder metropolitan areas have instituted restrictions on the number or concentration of marijuana establishments within their jurisdictions, and, not being a jurisdiction with such restrictions currently, Central City has started receiving increased interest from individuals and business entities desiring to set up marijuana establishments within the City.

The greater interest has the potential to generate an increase in marijuana establishment license applications and therefore a greater number of marijuana establishments within Central City. As discussed at prior meetings, higher numbers of such businesses within the City may have multiple advantages and disadvantages for the City. The proposed temporary suspension established by Ordinance 17-05 is well within legal parameters and should not expose the City to increased legal liability.

Mayor pro tem Voorhis moved to adopt Ordinance No. 17-04: An ordinance of the City Council of the City of Central, Colorado extending the temporary 180-Day suspension imposed by Ordinance 16-07 on the submission, acceptance, processing, and approval of any application for a City of Central permit or license related to the Operation of a marijuana-related business and set the Public Hearing for June 29, 2017 at 7:00 p.m. Alderman Aiken seconded, and without discussion, the motion carried unanimously.
REPORTS
Utilities Director Nelson reported that the snow pack in Colorado is estimated to be at 191% of normal. Staff is expecting to see peak run-off flows during the second and third week of June and have prepared by exercising different scenarios given the possibility for above average flows resulting in high turbidity this season.

COUNCIL COMMENTS
Mayor pro tem Voorhies invited the community to the Lou Bunch event on June 17.

Mayor Heider thanked Manager Miera for the detailed presentation on the Free Play proposal and listed the 8 state funds that receive revenue from gaming.

PUBLIC FORUM/AUDIENCE PARTICIPATION
Barbara Thielemann, 101 H Street, thanked the volunteers and City staff for the successful city clean-up event.

Mike Schick, 892 Vernon, thanked the City for the cemetery fence which has had the intended result and reminded staff that the fence still needs a finish applied to be weather resistant. Mr. Schick also thanked Public Works for the clean up at the Boodle and questioned the Xcel truck which is still parked on that site.

EXECUTIVE SESSION
At 7:56 p.m., Mayor pro tem Voorhies moved to adjourn pursuant to C.R.S. Section 24-6-402(4)(b) and (4)(e) to discuss specific legal questions and to instruct negotiators regarding request for payment under terms of Intergovernmental Agreement for conduct of 2014 Coordinated Election. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

The next Council meeting is scheduled for June 29, 2017 at 7:00 p.m.
AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

FROM: Reba Bechtel, City Clerk

DATE: June 29, 2017

ITEM: Permanent Modification of Premise for Gregory Gaming LLC dba Reserve Casino Hotel and Jan's Tavern LLC dba Lava Room to change the floor plan to reduce the size of Jan's Tavern and move it to the 1st floor.

NEXT STEP: Council Motion

___ ORDINANCE
X MOTION
___ INFORMATION

I. REQUEST OR ISSUE: This request is for a Permanent Modification of Premise for Gregory Gaming LLC dba Reserve Casino Hotel and Jan's Tavern dba Lava Room to change the floor plan add the Lava Room to the Reserve floor plan and move that 2nd license for Jan's Tavern dba Lava Room to the 1st floor.

II. RECOMMENDED ACTION / NEXT STEP: Approve request as stated above.

III. FISCAL IMPACTS: N/A

IV. BACKGROUND INFORMATION: As a result of the purchase of the Reserve by Gregory Gaming, this modification will include the existing Jan's Tavern LLC dba Lava Room into the floor plan of the Reserve Casino Hotel and move that 2nd liquor license Lava Room to a smaller area on the 1st floor.

V. LEGAL ISSUES: None

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None

VII. SUMMARY AND ALTERNATIVES: Council may take one of the following actions:
1. Move to approve the request.
2. Move to deny the request.
Permit Application and Report of Changes

Current License Number __________________________
All Answers Must Be Printed in Black Ink or Typewritten
Local License Fee $ ______

1. Applicant is a
   □ Corporation .......................................................... □ Individual
   □ Partnership .......................................................... ☑ Limited Liability Company

2. Name of Licensee
   Gregory Gaming LLC

3. Trade Name
   Reserve Casino Hotel

4. Location Address
   321 Gregory St
   City Central City
   County Gilpin
   ZIP 80437

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

<table>
<thead>
<tr>
<th>Section A – Manager reg/change</th>
<th>Section C</th>
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<tbody>
<tr>
<td>• License Account No. __________________________</td>
<td>□ Retail Warehouse Storage Permit (ea) $100.00</td>
</tr>
<tr>
<td>□ Manager's Registration (Hotel &amp; Rest.) $75.00</td>
<td>□ Wholesale Branch House Permit (ea) $100.00</td>
</tr>
<tr>
<td>□ Manager's Registration (Tavern) $75.00</td>
<td>□ Change Corp. or Trade Name Permit (ea) $50.00</td>
</tr>
<tr>
<td>□ Manager's Registration (Lodging &amp; Entertainment) $75.00</td>
<td>□ Change Location Permit (ea) $150.00</td>
</tr>
<tr>
<td>□ Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE</td>
<td>☑ Change, Alter or Modify Premises $150.00 x __________________________</td>
</tr>
<tr>
<td></td>
<td>Total Fee $150.00</td>
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<tr>
<th>Section B – Duplicate License</th>
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<tbody>
<tr>
<td>• Liquor License No. ________________</td>
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<tr>
<td>□ Duplicate License $50.00</td>
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Do Not Write in This Space – For Department of Revenue Use Only

<table>
<thead>
<tr>
<th>Date License Issued</th>
<th>License Account Number</th>
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The State may convert your check to a one line electronic banking transaction. Your bank account may be debited as soon as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficiency or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

TOTAL AMOUNT DUE $ .00
Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

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

☑ Section C

Check the appropriate box in section C and proceed below.

1) For a Retail Warehouse Storage Permit, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.

2) For a Wholesale Branch House Permit, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.

3) To Change Trade Name or Corporation Name, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer’s Liquor Licenses submit to State Liquor Licensing Authority.

4) To modify Premise, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer’s Liquor Licenses submit to State Liquor Licensing Authority.

5) For Optional Premises or Related Facilities go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer’s Liquor Licenses submit to State Liquor Licensing Authority.

6) To Change Location, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer’s Liquor Licenses submit to State Liquor Licensing Authority.

7) Tavern Conversion, go to page 4 and complete questions 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. *(Must be completed by August 10, 2017, as the tavern conversion will no longer be permitted). Submit to Local Licensing Authority (city or county) for approval.
<table>
<thead>
<tr>
<th>Storage Permit</th>
<th>Change of Location</th>
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</thead>
<tbody>
<tr>
<td>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</td>
<td>7. Change of Location</td>
</tr>
<tr>
<td>◯ Retail Warehouse Permit for:</td>
<td></td>
</tr>
<tr>
<td>◯ On-Premises Licensee (Taverns, Restaurants etc.)</td>
<td>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of $750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</td>
</tr>
<tr>
<td>◯ Off-Premises Licensee (Liquor stores)</td>
<td></td>
</tr>
<tr>
<td>◯ Wholesaler's Branch House Permit</td>
<td></td>
</tr>
<tr>
<td>Address of storage premise:</td>
<td>Date filed with Local Authority ___________________________ Date of Hearing ___________________________</td>
</tr>
<tr>
<td>City __________________________ County __________________________ Zip __________________________</td>
<td>(a) Address of current premises __________________________</td>
</tr>
<tr>
<td>Attach a deed/lease or rental agreement for the storage premises.</td>
<td>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</td>
</tr>
<tr>
<td>Attach a detailed diagram of the storage premises.</td>
<td>Address __________________________</td>
</tr>
<tr>
<td>Old Trade Name __________________________ New Trade Name __________________________</td>
<td>City __________________________ County __________________________ Zip __________________________</td>
</tr>
<tr>
<td>Old Corporate Name __________________________ New Corporate Name __________________________</td>
<td>(c) New mailing address if applicable.</td>
</tr>
<tr>
<td>Change of Trade Name or Corporation Name</td>
<td>Address __________________________</td>
</tr>
<tr>
<td>◯ Change of Trade name / DBA only</td>
<td>City __________________________ County __________________________ State ______ Zip ________</td>
</tr>
<tr>
<td>◯ Corporate Name Change (Attach the following supporting documents)</td>
<td>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants:</td>
</tr>
<tr>
<td>1. Certificate of Amendment filed with the Secretary of State, or</td>
<td></td>
</tr>
<tr>
<td>2. Statement of Change filed with the Secretary of State, and</td>
<td></td>
</tr>
<tr>
<td>3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</td>
<td></td>
</tr>
</tbody>
</table>
8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 12-47-301(8).

(a) Change of Manager (attach Individual History DR 8404-l H/R, Tavern and Lodging & Entertainment only)
   
   Former manager's name ____________________________________________________________

   New manager's name ____________________________________________________________

(b) Date of Employment __________

   Has manager ever managed a liquor licensed establishment? Yes □ No □
   Does manager have a financial interest in any other liquor licensed establishment? Yes □ No □

   If yes, give name and location of establishment ______________________________________

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

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

   (a) Describe change proposed from ______________ to ______________

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

           Start __________ (mo/day/year) End __________ (mo/day/year)

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

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

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

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

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

           ____________________________ Yes □ No □

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

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

10. Tavern Conversion

   (Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted.

   Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-103(38), C.R.S. may convert to a different license type.) Please pick one of the following choices:

   (a) I wish to convert my existing Tavern Liquor License # __________________ to a Lodging and Entertainment Liquor License? ____________________________ Yes □ No □

   (b) I wish to convert my existing Tavern Liquor License # __________________ to a __________________ Liquor License? ____________________________ Yes □ No □
Oath of Applicant
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>[Signature]</td>
<td>VP Finance</td>
<td>5/16/17</td>
</tr>
</tbody>
</table>

Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. Therefore, This Application is Approved.

<table>
<thead>
<tr>
<th>Local Licensing Authority (City or County)</th>
<th>Date filed with Local Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Title]</td>
</tr>
</tbody>
</table>

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

<table>
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<th>Signature</th>
<th>Title</th>
<th>Date</th>
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<tbody>
<tr>
<td>[Signature]</td>
<td>[Title]</td>
<td>[Date]</td>
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COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease") dated this ___ day of __________, 2017

BETWEEN:

321 Gregory Street, LLC of PO Box 49, Black Hawk, Colorado 80422
Telephone: 303-582-5623
(the "Landlord")

- AND -

Gregory Gaming, LLC of PO Box 49, Black Hawk, Colorado 80422
dba Reserve Casino Hotel  Telephone: 303-582-5623
(the "Tenant")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 321 Gregory Street, Central City, Colorado 80427, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

c. "Common Areas and Facilities" mean:

i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways,
loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the building at 321 Gregory Street, Central City, Colorado 80427;

f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building; and

g. "Rent" means the total of Base Rent and Additional Rent.

**Leased Premises**

2. The Landlord agrees to rent to the Tenant the Building commonly referred to as 321 Gregory Street, Central City, CO 80427 (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"): hotel, casino operation, restaurant and any other lawful business. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.
3. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any other tenant who will be conducting in such premises as its principal business, the services of casino operation.

**Term**

4. The term of the Lease commences at 12:00 noon on [Month, Day, Year] and ends at 12:00 noon on [Month, Day, Year].

5. Upon 5 days’ prior written notice, the Landlord, at Landlord’s sole option, may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.

6. Upon 15 days’ prior written notice, the Landlord, at Landlord’s sole option, may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 15-day notice period.

7. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the expiration or other termination of the term of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month’s prior written notice to the other party.

**Rent**

8. Subject to the provisions of this Lease, the Tenant will pay base rent in the sum of $[Amount], payable [monthly/quarterly], for the Premises (the "Base Rent"). In addition to the Base Rent, the Tenant will pay the following taxes to the appropriate government agencies: business license fees, personal property taxes, real estate taxes, and any other taxes associated with the Premises.

9. The Tenant will pay the Base Rent on or before the [Month] day of [Month], of each and every [month/quarter] of the term of this Lease to the Landlord at PO Box 49, Black Hawk, Colorado 80422, or at such other address as the Landlord may later designate.

**Operating Costs**

10. In addition to the Base Rent, the Tenant will pay as Additional Rent, without setoff, abatement or deduction, its Proportionate Share of all of the Landlord’s costs, charges and
expenses of operating, maintaining, repairing, replacing and insuring the Building including the Common Areas and Facilities from time to time and the carrying out of all obligations of the Landlord under this Lease and similar leases with respect to the Building ("Operating Costs").

11. Except as otherwise provided in this Lease, Operating Costs will not include debt service, depreciation, costs determined by the Landlord from time to time to be fairly allocable to the correction of construction faults or initial maladjustments in operating equipment, all management costs not allocable to the actual maintenance, repair or operation of the Building (such as in connection with leasing and rental advertising), work performed in connection with the initial construction of the Building and the Premises and improvements and modernization to the Building subsequent to the date of original construction which are not in the nature of a repair or replacement of an existing component, system or part of the Building.

12. The Tenant will pay:

   a. to the governing authorities, or to the Landlord, as Landlord may direct, the Tenant's Proportionate Share of all real property taxes, rates, duties, levies and assessments which are levied, rated, charged, imposed or assessed by any lawful taxing authority (whether federal, state, district, municipal, school or otherwise) against the Building and the land or any part of the Building and land from time to time or any taxes payable by the Landlord which are charged in lieu of such taxes or in addition to such taxes, but excluding income tax upon the income of the Landlord to the extent that such taxes are not levied in lieu of real property taxes against the Building or upon the Landlord in respect of the Building; and

   b. to the governing authorities, or to the Landlord, as Landlord may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

**Landlord's Estimate**

13. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal
year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in yearly installments throughout the application period with payment of the yearly installments of Base Rent. With respect to any item of Additional Rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's Proportionate Share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the installments paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any Rent which is then in arrears.

Use and Occupation

14. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of ______ and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably conditioned or withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

15. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
Quiet Enjoyment

16. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

17. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Holding Over

18. If the Tenant continues to occupy the Premises with the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

19. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Additional Rights on Reentry

20. If the Landlord reenters the Premises or terminates this Lease, then:
a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;

b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;

d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;

f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

g. after reentry, the Landlord may terminate the Lease on giving 5 days' prior written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease; and

h. the Tenant will pay to the Landlord on demand:
i. all Base Rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:

(A) an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

(B) an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

**Inspection and Landlord’s Right to Enter**

21. Tenant acknowledges that it has inspected the Premises, including the grounds, the Building, and all improvements related thereto, and that they are, at the time of execution of this Lease, in good order and repair, safe, clean, and in tenantable condition, and Tenant hereby accepts the Premises in its current “as-is” condition.

**Tenant Improvements**

22. The Tenant may make any improvements to the Premises related to the Permitted Use that Tenant deems reasonable and necessary, at Tenant’s expense. All improvements shall comply with Landlord’s reasonable requirements and Building standards (including, without limitation, energy and environmental standards), as well as any and all applicable municipal building codes and other applicable laws. All contractors and subcontractors
must meet with Landlord's insurance requirements, as may be revised from time to time, and meet with the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

**Utilities and Other Costs**

23. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, Internet and cable.

**Insurance**

24. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

25. The Tenant is responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage or loss for the benefit of Landlord.

26. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building or the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.

27. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

28. The Tenant will provide proof of such insurance to Landlord upon the issuance or renewal of such insurance.

**Governing Law**

29. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.
Severability

30. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

31. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises without the Landlord’s prior written consent, which consent may be withheld at Landlord’s sole discretion. An assignment, subletting, concession, or license, whether by operation of law or otherwise, without Landlord’s prior written consent, will be void and will, at Landlord’s option, terminate this Lease.

Care and Use of Premises

32. The Tenant shall, at its own expense, keep the Premises clean, safe and in good repair and condition.

33. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

34. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

35. The Tenant will not engage in any illegal trade or activity on or about the Premises.

36. The Landlord and the Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

37. At the expiration of the term of this Lease, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

38. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.
Rules and Regulations

39. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building or the Premises.

General Provisions

40. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

41. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

42. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

43. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

44. This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called “pdf” format shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered. Landlord and Tenant (i) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature.

[SIGNATURES ON FOLLOWING PAGE.]
IN WITNESS WHEREOF the parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 27 day of April, 2017.

321 Gregory Street, LLC (Landlord)

[Signature]

4.27.17

John Zimpel, Manager Date

Gregory Gaming, LLC (Tenant)

[Signature]

4.27.17

John Zimpel, Manager Date
Permit Application
and Report of Changes

Current License Number 4708057
All Answers Must Be Printed in Black Ink or Typewritten
Local License Fee $ 0

1. Applicant is a
   □ Corporation ........................................... □ Individual
   □ Partnership ........................................... □ Limited Liability Company

2. Name of Licensee
   Jan's Tavern LLC

3. Trade Name
   Lava Room

4. Location Address
   321 Gregory St
   City Central City
   County Gilpin
   ZIP 80447

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

Section A – Manager reg/change

• License Account No. ____________________________

□ Manager's Registration (Hotel & Restr.) $75.00
□ Manager's Registration (Tavern) $75.00
□ Manager's Registration (Lodging & Entertainment) $75.00
□ Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE

Section C

□ Retail Warehouse Storage Permit (ea) $100.00
□ Wholesale Branch House Permit (ea) $100.00
□ Change Corp. or Trade Name Permit (ea) $50.00
□ Change Location Permit (ea) $150.00
□ Change, Alter or Modify Premises $150.00 x 1
Total Fee $50.00

Section B – Duplicate License

• Liquor License No. ____________________________

□ Duplicate License $50.00

□ Addition of Optional Premises to Existing H/R $100.00 x ______
Total Fee ______
□ Addition of Related Facility to Resort Complex $75.00 x ______
Total Fee ______
□ Tavern Conversion ………………………………………… No Fee

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued ________________________ License Account Number ________________________ Period ________________________

The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

TOTAL AMOUNT DUE $ 0.00
Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

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

☐ Section C

Check the appropriate box in section C and proceed below.

1) For a Retail Warehouse Storage Permit, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.

2) For a Wholesale Branch House Permit, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.

3) To Change Trade Name or Corporation Name, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer’s Liquor Licenses submit to State Liquor Licensing Authority.

4) To modify Premise, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer’s Liquor Licenses submit to State Liquor Licensing Authority.

5) For Optional Premises or Related Facilities go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer’s Liquor Licenses submit to State Liquor Licensing Authority.

6) To Change Location, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer’s Liquor Licenses submit to State Liquor Licensing Authority.

7) Tavern Conversion, go to page 4 and complete questions 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. *(Must be completed by August 10, 2017, as the tavern conversion will no longer be permitted).* Submit to Local Licensing Authority (city or county) for approval.
5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

- [ ] Retail Warehouse Permit for:
  - [ ] On-Premises Licensee (Taverns, Restaurants etc.)
  - [ ] Off-Premises Licensee (Liquor stores)
- [ ] Wholesalers Branch House Permit

Address of storage premise:

City __________________________, County __________________________, Zip __________

Attach a deed/lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.

6. Change of Trade Name or Corporation Name

- [ ] Change of Trade name / DBA only
- [ ] Corporate Name Change (Attach the following supporting documents)
  1. Certificate of Amendment filed with the Secretary of State, or
  2. Statement of Change filed with the Secretary of State, and
  3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

<table>
<thead>
<tr>
<th>Old Trade Name</th>
<th>New Trade Name</th>
</tr>
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<tbody>
<tr>
<td>Lava Room</td>
<td>Jan's Tavern</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Old Corporate Name</th>
<th>New Corporate Name</th>
</tr>
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</table>

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of $750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority __________________________ Date of Hearing __________________________

(a) Address of current premises

City __________________________ County __________________________ Zip __________

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address __________________________

City __________________________ County __________________________ Zip __________

(c) New mailing address if applicable.

Address __________________________

City __________________________ County __________________________ State __________ Zip __________

(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.
8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 12-47-301(8).

(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)

Former manager's name ________________________________________________________________

New manager's name _________________________________________________________________

(b) Date of Employment _____________________________________________________________

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

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

If yes, give name and location of establishment ___________________________________________


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

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

(a) Describe change proposed ____________________________ from ____________________

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

Start ______________________ (mo/day/year) End ______________________ (mo/day/year)

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

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

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

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

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

.................................................................................................................................................. Yes [ ] No [ ]

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

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

10. Tavern Conversion

(Nota* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted.

Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section
12-47-103(38), C.R.S. may convert to a different license type.) Please pick one of the following choices:

(a) I wish to convert my existing Tavern Liquor License # __________________________ to a Lodging and Entertainment Liquor License? ................................................................. Yes [ ] No [ ]

(b) I wish to convert my existing Tavern Liquor License # __________________________ to a __________________________ Liquor License? ............................................................................ Yes [ ] No [ ]
**Oath of Applicant**

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

<table>
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<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
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<tbody>
<tr>
<td>[Signature]</td>
<td>VP Finance</td>
<td>8/16/17</td>
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**Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)**

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

<table>
<thead>
<tr>
<th>Local Licensing Authority (City or County)</th>
<th>Date filed with Local Authority</th>
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<tbody>
<tr>
<td>[Local Authority]</td>
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**Report of STATE Licensing Authority**

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

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**RECEIVED**

MAY 16 REC'D
Jan's Tavern LLC
Enlarged diagram

Jan's Tavern
8'-9" 114 sq. ft

ZONE TV CONTROLS

12'-11"

13'-6"
LEASE
between
Gregory Gaming, LLC and Jan's Tavern, LLC

THIS Lease is made this 1st day of May, 2017, by and between
Gregory Gaming, LLC (the "Lessor") and Jan's Tavern, LLC (the "Lessee").

In consideration of the payment of rent and the performance of promises by the
Lessee set forth below, the Lessor does hereby lease to the Lessee the following
described premises situated in Gilpin County, State of Colorado, and known as 321
Gregory, Unit 1, Central City, Colorado, as follows: 77 square feet of leased space.

TO HAVE AND TO HOLD the same with all the appurtenances unto the said
Lessee from 12 o'clock noon on the 1st day of May, 2017, until the 31st day of
December, 2025 at 12 o'clock noon at and for a rental of One Hundred Dollars
($100) per month payable without notice and in advance on the first day of each
calendar month during the term of this Lease at the office of the Lessor at 321
Gregory Street, Central City, CO 80427.

The Lessee, in consideration of the leasing of the premises, agrees as
follows.

1. To pay the rent for the premises above-described;

2. Lessee agrees to keep the premises in good repair. The Lessor will be
solely responsible for the cost of any repairs for the upkeep and maintenance of the
premises.

3. To sublet no part of the premises and not to assign the Lease or any
interest therein without the written consent of the Lessor, which shall not be
unreasonably withheld;

4. To use the premises exclusively as space for a tavern and to use the
premise for no purposes prohibited by the laws of the United States or the State of
Colorado or the ordinances of Gilpin County, and for no improper or questionable
purpose whatsoever, and to neither permit nor suffer any disorderly conduct, noise
or nuisance having a tendency to annoy or disturb any persons occupying adjacent
premises.
5. To allow the Lessor to enter upon the premises at any reasonable hour.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LESSOR AND LESSEE AS FOLLOWS:

6. No assent, express or implied, to any breach of any one or more of the agreements shall be deemed or taken to be a waiver of any succeeding or other breach.

7. If, after the expiration of this Lease the Lessee shall remain in possession of the premises and continue to pay the rent without a written agreement as to such possession, then such tenancy shall be regarded as a month to month tenancy at a monthly rental payable in advance equivalent to the last month's rent paid under this Lease and subject to all the terms and conditions of this Lease.

8. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Lessor may, without being obliged to do so and without terminating this Lease, retake possession of said premises and rent the same for such rent and upon such conditions as the Lessor may think best, making such change and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Lessee shall be liable for the balance of rent herein reserved until the expiration of the term of this Lease.
9. If any part of the rent provided to be paid hereunder is not paid when due, or if any default is made in any of the agreements by the Lessor or the Lessee contained herein, it shall be lawful for the Lessor to declare the term ended and to enter the premises with legal process to remove the Lessee or any other person occupying the premises, and to repossess the premises free and clear of any rights of the Lessee. If at any time this Lease is terminated under this paragraph, the Lessee agrees to peacefully surrender the premises to the Lessor immediately upon termination, and if the Lessee remains in possession of the premises, the Lessee shall be deemed guilty of forcible entry and detainer of the premises and waiving notice shall be subject to forcible entry and detainer of the premises, and waiving notice shall be subject to forcible eviction with or without process of law.

10. In the event of any dispute arising under the terms of this Lease or in the event of nonpayment of any sums arising under this Lease, and in the event the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorney’s fees from the other party.

11. This Lease is made with the express understanding and agreement that in the event the Lessee becomes insolvent or files a petition in bankruptcy, whether it be in Chapter 7 or Chapter 11 under the Federal Bankruptcy Code, in either event the Lessee may declare this Lease ended and all rights of the Lessee shall terminate and cease.

12. In the event any payment required hereunder is not made within ten (10) days after the payment is due, a late charge in the amount of ten percent (10%) of the payment will be paid by the Lessee.
13. **Additional Provisions.**

   a. Lessee will cause to be placed on the interior of the space of Lessee a placard which states: Jan’s Tavern.

   b. Lessor shall pay all costs of insurance required by Colorado liquor laws.

   c. Lessor shall pay all operating costs associated with Jan’s Tavern.

   This Lease shall be binding on the parties, their personal representatives, successors and assigns.

**LENSOR:**

Gregory Gaming, LLC

By: [Signature]
Name: John Zingel
Title: Managing Member
Date: 4-27-17

**LESSEE:**

JAN’S TAVERN, LLC

By: [Signature]
Name: Elizabeth Zingel
Title: Managing Member
Date: 7/28/17
AGENDA ITEM # 8
CITY COUNCIL COMMUNICATION FORM

FROM: Christiana McCormick, Assistant City Attorney

DATE: June 26, 2017

ITEM: Ordinance 17-05 Extending the Temporary 180-Day Suspension Imposed by Ordinance 16-07 on the Submission, Acceptance, Processing, and Approval of Any Application for a City of Central Permit or License Related to the Operation of a Marijuana-Related Business

___ X ORDINANCE
    ___ MOTION
    ___ INFORMATION

I. REQUEST OR ISSUE: Ordinance No. 17-05 extends the temporary 180-day suspension on the issuance of medical and/or retail marijuana licenses under applicable provisions of the City of Central Municipal Code that was imposed by Ordinance No. 16-07 until November 30, 2017.

II. RECOMMENDED ACTION / NEXT STEP: Approve Ordinance No. 17-05 on second reading.

First reading was completed on June 6, 2017.

III. FISCAL IMPACTS: Approval of the Ordinance is not expected to have any significant fiscal impact on the City.

IV. BACKGROUND INFORMATION:

The current moratorium imposed by Ordinance No. 16-07 expires on June 30, 2017. However, the Community Development Director requested an extension of the temporary suspension of acceptance and approval of marijuana business license applications in order to allow the City more time to investigate, develop, and, if appropriate, adopt and implement regulations designed to limit the concentration and/or number of marijuana businesses
within the City. Adopting Ordinance No. 17-05 will extend the temporary moratorium imposed by Ordinance 16-07 until and including November 30, 2017.

As you may remember from the from previous Council Communication Forms for Ordinance 16-07, many municipalities in the Denver and Boulder metropolitan areas have instituted restrictions on the number or concentration of marijuana establishments within their jurisdictions, and, not being a jurisdiction with such restrictions currently, Central City has started receiving increased interest from individuals and business entities desiring to set up marijuana establishments within the City.

The greater interest has the potential to generate an increase in marijuana establishment license applications and therefore a greater number of marijuana establishments within Central Cit. As discussed at prior meetings, higher numbers of such businesses within the City may have multiple advantages and disadvantages for the City.

V. **LEGAL ISSUES:**

The proposed temporary suspension established by Ordinance 17-05 is well within legal parameters and should not expose the City to increased legal liability. A more detailed analysis of the legal implications of the temporary suspension was included in the City Council Communication Form circulated for first reading of Ordinance 16-07.

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

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

1. Adopt Ordinance No. 17-05 on second reading, as may or may not be amended;
2. Direct staff to make revisions to the Ordinance and continue the public hearing to a date and time certain; or
3. Reject or deny the Ordinance.

**RECOMMENDED MOTION:** "I MOVE TO APPROVE ORDINANCE NO. 17-05, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO EXTENDING THE TEMPORARY 180-DAY SUSPENSION IMPOSED BY ORDINANCE 16-07 ON THE SUBMISSION, ACCEPTANCE, PROCESSING, AND APPROVAL OF ANY APPLICATION FOR A CITY OF CENTRAL PERMIT OR LICENSE RELATED TO THE OPERATION OF A MARIJUANA-RELATED BUSINESS ON SECOND READING."

**Attachments:**

- Ordinance 17-05 (for second reading)
CITY OF CENTRAL, COLORADO
ORDINANCE 17-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO EXTENDING THE TEMPORARY 180-DAY SUSPENSION IMPOSED BY ORDINANCE 16-07 ON THE SUBMISSION, ACCEPTANCE, PROCESSING, AND APPROVAL OF ANY APPLICATION FOR A CITY OF CENTRAL PERMIT OR LICENSE RELATED TO THE OPERATION OF A MARIJUANA-RELATED BUSINESS

WHEREAS, the City of Central ("City") is a home rule municipal corporation organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, on December 20, 2016, City Council adopted Ordinance 16-07, which Ordinance enacted a temporary 180-day suspension on the submission, acceptance, processing and approval of any application for a City permit or license related to the operation of marijuana-related business and also declared the City’s intent to consider the adoption of amendments to existing City regulations concerning the location of such businesses and the adoption of limitations on the number of such businesses within the City; and

WHEREAS, City Community Development Staff has been involved with many City planning-related projects during the end of 2016 and continuing through the summer of 2017 including an update to the City’s Comprehensive Plan, amendments to the City’s Zoning Ordinance, amendments to the City’s Subdivision Regulations, and updates to the City’s Design Guidelines; and

WHEREAS, the Community Development Director has requested additional time to investigate, develop, and, if appropriate, adopt and implement regulations designed to limit the concentration and/or number of marijuana businesses within the City; and

WHEREAS, extending the temporary suspension enacted by Ordinance 16-07 to and through November 30, 2017 is reasonable and will provide City staff and City Council with additional time to investigate, develop, and, if appropriate, adopt and implement regulations designed to limit the concentration and/or number of marijuana businesses within the City; and

WHEREAS, no person will be unduly prejudiced by the extension of the temporary suspension enacted by Ordinance 16-07 through and including November 30, 2017; and

WHEREAS, the City Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the City of Central and the inhabitants thereof; and

WHEREAS, City Council conducted a public hearing, with proper notice provided, to consider adoption of this Ordinance as required by law.
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO THAT:

Section 1. Findings. The above recitals are incorporated herein by reference and adopted as findings of the City Council of the City of Central.

Section 2. Extension of Temporary Suspension. Upon the adoption of this Ordinance, the temporary suspension imposed by Sections 2 and 3 of Ordinance 16-07 shall be extended to November 30, 2017. City Staff is directed to continue refusing to accept for filing, and not to process or review, any new applications for any marijuana-related business during the temporary suspension period.

Section 3. Staff to Investigate and Prepare Proposed Regulations. Before the expiration of the extension of the temporary suspension imposed by this Ordinance, City staff, working with the City Attorney, shall investigate, review and analyze potential new City regulations for marijuana-related businesses that are designed to limit the concentration and/or number of marijuana businesses within the City. Such investigation, review and analysis shall be completed promptly and with due diligence, and submitted to the City Council for consideration. The City Council declares that it will give due and timely consideration to the adoption of any proposed regulations.

Section 4. Existing Marijuana Businesses. The provisions of this Ordinance shall not affect the validity of any lawfully existing retail marijuana or medical marijuana licensed business operating pursuant to state law and Chapter 6, Articles VII and IX of the Municipal Code of the City of Central.

Section 5. Authority. The City Council hereby finds, determines and declares that it has the power to adopt this ordinance pursuant to: (i) the authority granted to home-rule municipalities by Article XX of the Colorado Constitution; (ii) the powers contained in the City of Central Home Rule Charter; (iii) the Local Government Land Use Control Enabling Act, Article 20 of Title 29, C.R.S.; (iv) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal zoning powers); (v) Section 31-15-103, C.R.S. (concerning municipal police powers); and (vi) Section 31-15-401, C.R.S. (concerning municipal police powers).

Section 6. 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 7. 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 8. 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 6th day of June, 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 29th day of June, 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 June 8, 2017.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on July 6, 2017.
May 30, 2017

Reba Bechtel
City Clerk
City of Central

Dear Reba;

I would like to re-apply for the vacancy on the Main Street Committee. I have been a resident of Central City for almost 30 years and have donated my time to assist with various City functions such as the Wintershire Festival, assisted Shirley Voorhies at the Tommy Knocker Festival, and co-authored a book on the history of Central City, Central City "The Richest Square Mile on Earth" and this History of Gilpin County was published in 1990 and is still available for purchase. I also co-own two homes which have been restored.

I feel I would have a great deal to offer the Main Street Committee and would appreciate being considered for the position. Thank you.

Sincerely,

Deborah M Wightman
Dear Mayor and Council,

I, Cherise Rainbolt, am interested in serving on the Main Street Commission, for the 2017 term.

Thank you for your consideration.

Cherise
Hi Reba,

I would be interested in volunteering for any needs you might have on your MSCC committee. Living and working here in Central City is an honor and I would like to give back to the community. I currently sit on the board of trustees for The Gilpin County Historic Society as well. I first moved to Central City in 1981 so my ties to this place run deeper than just the casino. I would like to see the Casino’s get more involved with MSCC and might be able to help in that area.

Thank you for your consideration,
Chuck Webster
Madame Mayor and Council:

On behalf of the Central City Business Improvement District, the Board of Director’s would like to respectfully request the City Council, City of Central, approve the Board’s appointment of Jeff Hentschel to serve as a Director of the District. Mr Hentschel will replace Mr Barry Phillips who has resigned from the Board.

Mr Hentschel has demonstrated a long-standing commitment to the City, and, specifically, to historic Main Street. His family has been invested in Central City for over sixty-years and has operated gift shops, casinos and the Gold Coin Saloon. Mr Hentschel also participates in local events and produces an event on Main Street which showcases cultural diversity.

The Board unanimously approved the appointment of Mr Hentschel and believes strongly in his commitment to the City and business community. We again, respectfully ask for your concurrence and ratification of this action.

Sincerely,

Thomas Robb

President—Central City Business improvement District
I. REQUEST OR ISSUE:

The Central City Planning Commission adopted the 2017 Central City Comprehensive Plan on May 31, 2017. The City Council is now being asked to ratify this new plan.

II. BACKGROUND INFORMATION:

The Planning Commission’s primary role includes the review and adoption of Comprehensive Plans which serve as the overall policy document detailing the city’s goals, strategies and provides guidance for key policy decisions including economic development, land use, development, infrastructure planning, recreation assets, public facilities and emergency services. The previous Comprehensive Development Plan was adopted in November 2003.

Funding for this effort originated from a grant through the Colorado Department of Local Affairs, with a 50/50 match.

The Planning Commission has held a number of public meetings, which included public participation to discuss the proposed Comprehensive Plan revision.
Benefits:

Ensuring that City Council has ratified the Comprehensive Plan enables decision makers to include the Comprehensive Plan as a factor in reviewing new requests. In addition this plan will serve that the “plan in place” commonly referred to as the “Three-Mile Plan”, which is required prior to the annexation of new territory into the City.

III. RECOMMENDED ACTION / NEXT STEP:

Staff supports that ratification of Resolution 17-18 and the Planning and Zoning Commission’s approval of the City’s 2017 Comprehensive Plan

IV. LEGAL ISSUES:

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

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None

VII. SUMMARY AND ALTERNATIVES:

1. Move to approve as presented. [Recommended]

“I move to approve resolution number 17-18, a resolution of the City Council of the City of Central, Colorado, ratifying the Planning and Zoning Commission’s Approval of the City’s 2017 Comprehensive Plan.

2. Move to continue the request so that a specific question/issue can be addressed

3. Move to deny the request (with cause).
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 17-18


WHEREAS, the City of Central, acting through its Planning and Zoning Commission, is empowered pursuant to C.R.S. §§ 31-23-201, et seq., to make, adopt, amend, and/or supplement a master or comprehensive plan for the physical development of the municipality, including any areas outside its boundaries; and

WHEREAS, following the conclusion of a duly noticed public hearing conducted on May 3, 2017, and continued to May 31, 2017, the Planning and Zoning Commission (“Planning Commission”) approved the 2017 Comprehensive Plan, which approval is memorialized in Planning Commission Resolution 2017-PC-01; and

WHEREAS, the 2017 Comprehensive Plan effort was funded, in part, by grant funds available through the State of Colorado acting by and through the Department of Local Affairs for the benefit of the Division of Local Government; and

WHEREAS, the 2017 Comprehensive Plan charts goals and strategies and provides guidance for key policy decisions including economic development, land use, development, infrastructure planning, recreation assets, public facilities and emergency services; and

WHEREAS, the adoption of the 2017 Comprehensive Plan is in the best interests of the Central City community; and

WHEREAS, a copy of the 2017 Comprehensive Plan is on file with the City Clerk; and

WHEREAS, pursuant C.R.S. § 31-23-206(1), the City Council desires to ratify the Planning Commission’s approval of the 2017 Comprehensive Plan.

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

Section 1. The City Council hereby ratifies and approves the decision of the Planning and Commission adopting the 2017 Comprehensive Plan.

Section 2. The 2017 Comprehensive Plan shall be the “plan in place” referenced in Section 15-1-50(b) of the Municipal Code and C.R.S. § 31-12-105(1)(e), commonly referred to as the “Three-Mile Plan.” As set forth in Section 15-1-50(b) of the Municipal Code, the “plan in place” shall be deemed automatically updated annually on January 1st of each year without further action by the City unless a change or modification is necessary and is adopted by resolution or ordinance by the City Council.
Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

ADOPTED THIS ___ DAY OF JUNE, 2017.

CITY OF CENTRAL, COLORADO

By:______________________________
    Kathryn A. Heider, Mayor

ATTEST:     APPROVED TO FORM:

By:______________________________ By:______________________________
    Reba Bechtel City Clerk     Marcus A. McAskin, City Attorney
AGENDA ITEM # 12

CITY COUNCIL COMMUNICATION FORM

FROM: Ray W. Rears, Community Development Director

CC: Daniel Miera, City Manager

DATE: June 29, 2017

ITEM: A resolution of the City Council of the City of Central, Colorado Approving the Central City Design Guidelines

NEXT STEP: Council Action on Resolution No. 17-19

_____ORDINANCE
_____MOTION
_____INFORMATION

I. REQUEST OR ISSUE:

Approve the newly revised Central City Design Guidelines.

II. BACKGROUND INFORMATION:

The overriding principle that has guided the formation of the [City] is the appreciation and respect each of us possesses for the natural beauty and rich history of our city. [The City] acknowledges the debt owed to those who came before us in acting as caretakers for the natural resources that is our city, and is a commitment to undertake its stewardship as a trust in the interest of those who will come after us.

The Historic Preservation Commission's primary role is to review changes to the historic district to ensure they are done in a thoughtful and respectful manner to the historical styles established within the City during our period of significance. The method in which they perform that duty is by utilizing the Design Guidelines as the basis of their decisions.

The currently in place Central City Design Guidelines were adopted in 1993.

Funding for this effort originated from a grant through the Colorado Department of Local Affairs, with a 50/50 match.
The Historic Preservation Commission recommended for adoption of the revised Central City Design Guidelines on May 10, 2017 during a noticed public hearing.

**Benefits:**

A memo summarizing the changes from the 1993 guidelines and the ones proposed is included from DHM Design. While still continuing to protect the significance and integrity of the City, the guidelines will streamline the review process by the public, staff and the City, while at the same time addressing construction trends, materials and methods not predicted in 1993.

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

The Historic Preservation Commission and staff support the approval of Resolution 17-19 approving the Central City Design Guidelines.

**IV. LEGAL ISSUES:**

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

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

None

**VII. SUMMARY AND ALTERNATIVES:**

1. Move to approve as presented. [Recommended]

   "I move to approve resolution number 17-19, a resolution of the City Council of the City of Central, Colorado, approving the Central City Design Guidelines.

2. Move to continue the request so that a specific question/issue can be addressed

3. Move to deny the request (with cause).
City of Central, Colorado

Design Guidelines
Summary of changes to guidelines, 1993 version

1. Corrected National Historic District Landmark Map to match legal description of district.
2. Revised Design Character Neighborhoods map in conjunction with reducing the number of districts overall. See item 10.
3. Removed all items more appropriately located in the Land Use Code in consultation with Todd Messenger.
4. Eliminated historical descriptive text that spoke to the City's past and not architectural related.
5. Added more photographs and a mining character description to the Architectural Styles of Central City section.
6. Streetscape Guidelines and Landscape Guidelines were moved to the Land Use Code.
7. Gregory Gulch Drainage Corridor Guidelines were eliminated as they were not applicable to singular design projects.
8. Guidelines were edited for readability, eliminating repeating statements and simplifying language. In some cases, like guidelines were combined.
9. Chapters were re-organized into four distinct chapters:
    a. Principles for New Construction and Infill
    c. Principles for Rehabilitation of Existing Buildings
    d. Principles for Maintenance – new chapter
10. Design Character Neighborhoods
    a. All text was simplified to remove duplication. Historical descriptions were removed. Important points for each neighborhood are presented as a list.
    b. All residential neighborhoods were combined.
    c. Neighborhood boundaries were reviewed and modified to reflect the current day as well as more closely aligned with the Comprehensive Plan.
    d. Two small neighborhoods, Commercial Transitional and Packard/Havilah were absorbed into other neighborhoods with like character.
    e. The Parking Lot/Tailings Neighborhood was re-named the Quartz Hill Neighborhood.
11. Updates to acceptable materials and related changes
    a. The acceptable building materials list was updated, including windows and doors.
    b. Additional details were included for acceptable fence materials.
12. Formatting changes
    a. Used numerical sequential page numbers.
    b. Used numerical sequential guideline numbering to avoid repetition of numbering throughout the whole document.
    c. Removed repetition of text and guidelines. References are used to refer back to other applicable text instead of repeating it.
    d. Replaced all photographs with new ones where they were applicable.
    e. Any diagrams used were re-drawn. Some diagrams were eliminated for simplification.
    f. All photographs and diagrams are labeled with sequential numbers or letters.
    g. An Appendix was added for items of reference.
    h. Amendments made to the 1993 guidelines were incorporated.

Design Review Process and Role of the HPO
The Design Review Process has been moved to the Land Use Code, however HPC approved a revised process via increasing the role of the HPO. The role of the HPO is also described in the Land Use Code.

Prepared by DHM Design, 06.08.2017
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 17-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO, APPROVING THE CENTRAL CITY DESIGN GUIDELINES

WHEREAS, the City of Central and its residents have a strong interest in historic
preservation, recognizing the broad positive impacts of preservation, including significant
contributions to our local economy; and

WHEREAS, the Preamble to the City’s Home Rule Charter recognizes that historic
preservation is integral to the City:

“The overriding principle that has guided the formation of the Charter is
the appreciation and respect each of us possesses for the natural beauty
and rich history of our city. Surrounded by the Rocky Mountains, the city's
people live in limited space and in the infinity of nature. This Charter
acknowledges the debt owed to those who came before us in acting as
caretakers for the natural resource that is our city, and is a commitment to
undertake its stewardship as a trust in the interest of those who will come
after us”; and

WHEREAS, the City of Central was placed on the National Register of Historic Places as
a National Historic Landmark by the Secretary of the Interior on September 5, 1966; and

WHEREAS, on July 17, 1991, the National Park Service clarified the boundaries of the
historic district, to include Black Hawk and Nevadaville; and

WHEREAS, design guidelines governing development within the historic district were
adopted by City Council in 1981 and subsequently updated in 1993; and

WHEREAS, Section 9.1 of the Home Rule Charter requires City Council to establish a
Historic Preservation Commission (“HPC”); and

WHEREAS, Article VI of Chapter 2 of the Municipal Code establishes the HPC; and

WHEREAS, Section 2-6-90(4) of the Municipal Code sets forth that the HPC has the
power and duty “[t]o recommend to the City Council amendments to the standards and design
guidelines of the City”; and

WHEREAS, the HPC has reviewed the 2017 City of Central Design Guidelines, a copy
of which is attached to this Resolution as Exhibit 1 (the “2017 Design Guidelines”); and

WHEREAS, the 2017 Design Guidelines were drafted by RPI Consulting and DHM
Design; and
WHEREAS, the HPC considered the 2017 Design Guidelines at a public hearing held on May 10, 2017 and is recommending that City Council adopt the 2017 Design Guidelines; and

WHEREAS, the adoption of the 2017 Design Guidelines is in the best interests of the Central City community.

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

Section 1. The City Council hereby adopts and approves the 2017 Design Guidelines in the form attached to this Resolution as Exhibit 1. The 2017 Design Guidelines shall supersede the 1993 design guidelines in their entirety. City Staff shall be authorized to make minor corrections or edits to the 2017 Design Guidelines to correct nonmaterial errors or language in the Plan. No less than two (2) copies of the 2017 Design Guidelines shall be available at the City Clerk’s office for public inspection.

Section 2. Effective Date. This Resolution shall be effective immediately upon adoption.

ADOPTED THIS 29th DAY OF JUNE, 2017.

CITY OF CENTRAL, COLORADO

By: ____________________________
    Kathryn A. Heider, Mayor

ATTEST:                        APPROVED TO FORM:

By: ____________________________  By: ____________________________
    Reba Bechtel City Clerk           Marcus A. McAskin, City Attorney
Exhibit 1
2017 Design Guidelines
AGENDA ITEM # 13
CITY COUNCIL COMMUNICATION FORM

FROM: Ray W. Rears, Community Development Director

CC: Daniel Miera, City Manager

DATE: June 29, 2017

ITEM: An ordinance of the City Council of the City of Central, Colorado, repealing Chapter 16 and Chapter 17 of the City of Central Municipal Code and adopting and enacting, by reference, the City of Central Land Development Code, providing penalties for the violation thereof, and providing when such Code and this Ordinance shall become effective.

NEXT STEP: Council Action on Ordinance 17-06 – First Reading

____X____ ORDINANCE
_______ MOTION
_______ INFORMATION

I. REQUEST OR ISSUE:

First reading of Ordinance 17-06, establish a second Public Hearing to consider adoption.

II. BACKGROUND INFORMATION:

Along with the Comprehensive Plan and Design Guidelines Update, the update to the zoning and subdivision codes, referred to here as the proposed Land Development Code (LDC) were funded in part through a grant from the Colorado Department of Local Affairs.

The changes incorporated in the proposed LDC include the requested direction our team of consultants have received over past few months and numerous meetings with the public, commissions and business interests. A summary of those changes from Todd Messenger of Fairfield & Woods, P.C. is included.

Following the City Council work session on June 15, 2017, the following additional changes were made which are reflected in the proposal before you:
• Moved the specific purposes, authority, and severability to the back (Article 9)
• Restricted the call-up so it wouldn’t pick up minor administrative approvals (16-8-503).
• Added City Council to the “punt” for site plans and final plats (16-8-308).
• We checked all the section references and updated a bunch of them (*passim*).
• Added a section on abandonment of easement and rights-of-way (16-8-319)

The Planning Commission recommended for adoption of the revised LDC on June 7, 2017 during a noticed public hearing. The Historic Preservation Commission also provided comment relevant to the protection of the historic district.

Benefits:

Though the LDC revision greatly increased the sheer size of our zoning and subdivision regulations, it also created a framework in which it is much easier to understand, more flexible to various needs and vastly more defensible in cases of disagreements between permitted uses, limited uses, conditionally permitted and prohibited use evaluation in a district. By removing possible variables in the review process, it is expected to facilitate business development and economic growth.

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

The Planning Commission and staff support Ordinance 17-06 adopting the new Land Development Code.

IV. **LEGAL ISSUES:**

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

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:**

None

VII. **SUMMARY AND ALTERNATIVES:**

1. Move to set and notice a Public Hearing before the City Council of the City of Central, Colorado for Tuesday, July 18, 2017 – 7 p.m. or later for the second reading of Ordinance 17-06 – An ordinance of the City Council of the City of Central, Colorado, repealing Chapter 16 and Chapter 17 of the City of Central Municipal Code and adopting and enacting, by reference, the City of Central Land Development Code, providing penalties for the violation thereof, and providing when such Code and this Ordinance shall become effective. [Recommended]

2. Move to continue the request so that a specific question/issue can be addressed

3. Move to deny the request (with cause).
CITY OF CENTRAL,
COLORADO

ORDINANCE 17-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO REPEALING CHAPTER 16 AND CHAPTER 17 OF THE CITY OF CENTRAL MUNICIPAL CODE IN THEIR ENTIRETY AND ADOPTING AND ENACTING, BY REFERENCE, THE CITY OF CENTRAL LAND DEVELOPMENT CODE, PROVIDING A PENALTY FOR THE VIOLATION THEREOF, AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE

WHEREAS, pursuant to its Home Rule Charter and Article 23, Title 31 of the Colorado Revised Statutes, the City of Central ("City") has authority to regulate the development of land within the City for the purposes of promoting public health safety, convenience, and the general welfare of the community; and

WHEREAS, Section 31-16-202, C.R.S., as amended, permits the contemplated adoption by reference of such code upon notice and hearing as provided in Section 31-16-203, C.R.S.; and

WHEREAS, Section 5.14 of the City’s Home Rule Charter contemplates the adoption of codes by reference; and

WHEREAS, following the conclusion of a duly noticed public hearing conducted on May 3, 2017, and continued to May 31, 2017, the Planning and Zoning Commission ("Planning Commission") approved the 2017 Comprehensive Plan; and

WHEREAS, the Planning Commission’s approval of the 2017 Comprehensive Plan has been ratified by City Council pursuant to Resolution No. 17-18 dated June 29, 2017; and

WHEREAS, through the adoption of the 2017 Comprehensive Plan and the 2017 Design Guidelines (collectively, the "Planning Documents"), the City has created a vision of its future development and redevelopment; and

WHEREAS, the Planning Documents were funded, in part, by grant funds available through the State of Colorado acting by and through the Department of Local Affairs for the benefit of the Division of Local Government; and

WHEREAS, the City is desirous of implementing its future vision, as reflected in the Planning Documents, through the development and implementation of a new Land Development Code ("Land Development Code" or "LDC"); and
WHEREAS Planning Documents were prepared by RPI Consulting and DHM Design; and

WHEREAS, the Land Development Code rewrite effort has been led by Todd Messenger of Fairfield & Woods, P.C.; and

WHEREAS, the LDC project has spanned approximately eight months during which the City conducted numerous public meetings to elicit input from the City’s residents, business owners, and other stakeholders on technical and policy issues concerning the LDC; and

WHEREAS, the Planning Commission held numerous public meetings regarding certain elements of the LDC; and

WHEREAS, the Planning and Zoning Commission conducted three public hearings on the final draft of the LDC (initial public hearing conducted on May 3, 2017, and continued to May 31, 2017 and June 7, 2017) at which the public and members of City Council were invited to participate; and

WHEREAS, City Council set a public hearing, with proper notice provided, to consider adoption of the LDC as required by law; and

WHEREAS, copies of the Land Development Code are available at the City Clerk’s offices and on the City’s website at https://www.colorado.gov/pacific/centralcity/ for review and inspection by members of the public; and

WHEREAS, the City Council conducted a public hearing on the date, time and place noticed; and

WHEREAS, City Council has determined, based on the evidence and testimony presented at the public hearing, that adoption of the LDC will further the public health, safety and welfare of the residents of the City; and

WHEREAS, upon adoption, the LDC will not be effective until August 1, 2017.

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

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

Section 1. Findings. The above recitals are incorporated herein by reference and adopted as findings of the City Council of the City of Central.

Section 2. Repeal of Chapter 16 and Chapter 17 of the Municipal Code. Chapter 16 ("Zoning") and Chapter 17 ("Subdivisions") are hereby repealed in their entirety. The codifier
is instructed to make necessary changes to the Municipal Code, including the Table of Contents and Index to reflect the repeal of Chapters 16 and 17 of the Municipal Code:

CHAPTER 16

Land Development Code*

*[copies of the Land Development Code may be reviewed at the City Clerk’s office and are available at the City’s website]

CHAPTER 17

[Reserved]

Section 2. Adoption of Land Development Code by Reference. The Code entitled the City of Central Land Development Code published by the City of Central, consisting of Articles 1-9, with any appendices, tables, table of contents, or index, is hereby adopted in full.

Section 3. Penalty Provisions. The penalties provided by the City of Central Land Development Code are hereby adopted as follows:

As set forth in Division 1-2. Transition, Interpretation, and Severability:

Sec. 16-1-203. Effect on Existing Violations

(a) Generally. Any violations of Central City ordinances that existed before the effective date, but that were repealed and replaced upon adoption of this LDC shall be treated as follows:

(1) If a violation occurred prior to the effective date and continued past the effective date, then the City may pursue remedies for each day of violation, based on the code sections that were in effect on each day that the violation occurred.

(2) If a violation occurred prior to the effective date, but the same activity is no longer a violation after the effective date, then the City may pursue remedies for each day of the violation, based on the code sections that were in effect on each day prior to the effective date during which the violation occurred.

(b) No Waiver of Fines or Penalties. Payment of fines shall be required for any civil penalty that was imposed for a violation of code provisions prior to the effective date, even if the original violation is no longer considered a violation under this LDC.
As set forth in Division 3-2. Quartz Hill Overlay District:

Sec. 16-3-211. Violations and Penalties

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

As set forth in Division 8-6. Enforcement and Remedies:

Sec. 16-8-600. Violations

(a) **Generally.** If the Administrator finds or if any person files a complaint in writing alleging that any of the provisions of this LDC are being violated, the Administrator shall immediately investigate and, when necessary, give written notice to the person responsible to cease such violations forthwith.

(b) **Method of Notice.** Written notice may be delivered in person or by certified mail to the violator or to any person in charge of property where the violation is occurring.

(c) **Legal Action.** If the violation which is the subject of the notice delivered by the Administrator is not remedied within a reasonable time or a time set by said Administrator, action may be brought against the party in violation pursuant to this LDC and any other appropriate legal process may be undertaken by the City to remedy the violation.

Sec. 16-8-601. Penalty for Violation

The owner of any land, building, premises or part thereof where anything in violation of this LDC exists or is placed or maintained; any architect, builder or contractor who assists in the commission of any such violation, and all persons who violate or maintain any violation of any of the provisions of this LDC or who fail to comply therewith or with any requirements thereof or who build in violation of any statement or plan submitted and approved thereunder, for each and every violation or noncompliance, shall be punished as set forth in Section 1-4-20, Central City Municipal Code. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provisions of this Chapter is committed, continued or permitted by such person, and he or she shall be punished accordingly.

**Section 4. Minor Edits and Corrections.** Following adoption, the City’s Community Development Director shall be authorized to make minor typographical or formatting corrections to the Land Development Code as designated on errata sheets added to the Land Development Code without City Council approval, provided that such corrections shall be incorporated, at the
earliest practicable date, with future substantive amendments to the Land Development Code as approved by ordinance adopted by the City Council.

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

Section 6. Delayed Effective Date. The Land Development Code shall not be effective until Tuesday, August 1, 2017 at 12:01 a.m.

Section 7. Repeal. Upon the effective date of this Ordinance, as defined in Section 6 above, 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 8. Effective Date. Except as specifically set forth in Section 6, above, 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.
LAND DEVELOPMENT CODE SUMMARY

Highlights
- Created a purposeful Land Development Code ("LDC") that implements Central City's comprehensive plan and focuses on historic preservation and growth management with historic preservation in mind, as the Charter requires.
  - Code recognizes the importance of mass, scale, and historic design guidelines
  - Code also recognizes the importance of facilitating private investment in buildings and site improvements
- Structured the Code to improve accessibility, and separated preliminaries, regulations, procedures, and definitions
- Allocated standards between land development code and design standards
- Recognized land constraints and destination quality of downtown and gregory gulch with respect to parking strategy and requirements
- Reworked land use table to facilitate a diverse economy
- Accepted existing lot and building patterns in neighborhoods; provided opportunities to diversify housing stock
- Simplified ridge line regulations and created two protected vistas into the City
- Balanced historic preservation and community character protection with timeliness and certainty; created more administrative approvals and reduced early technical information requirements

Organization
PRELIMINARIES. Purpose and policy statements, jurisdiction, transition, and severability.

HISTORIC PRESERVATION. Much like existing historic preservation regulations, except:
- Victorian and mining landmarks are deleted; and
- Certificate of appropriateness for demolition is added.

ZONES.
- Retained existing zones and added a new industrial zone for use outside of the historic district;
- Reworked purposes of zones;
- Included Quartz Hill Overlay ordinance;
- Updated land use table to facilitate investment and economic use of existing buildings;
- Created administrative standards for many uses where there may be questions about compatibility;
- Created standards to allow for uses that are not listed to be approved;
- Added standards for temporary uses and special events;
- Added standards for short-term rentals, home occupations, cottage industries, and accessory dwelling units
LOT AND BUILDING STANDARDS.
- Created a “housing palette” to promote housing diversity;
- Retained dimensional standards for nonresidential zones;
- Added form and massing standards

SITE DESIGN.
- Added standards for site design, for subdivisions and site plans;
- Created new approach to parking, using three “parking districts” with different requirements based on context;
- Added a fee-in-lieu approach for parking in downtown and Gregory Gulch;
- Allowed for remote parking;
- Added basic landscaping and lighting requirements;
- Simplified ridgeline standards and protected scenic overlooks;
- Added wildfire mitigation standards

NONCONFORMITIES. Recognized diversity of nonconforming situations, need to “phase in” compliance, and added a way to make nonconforming uses conforming

PROCESS. Simplified and standardized process.

DEFINITIONS. Listed all acronyms and land uses.