

**CITY OF CENTRAL, COLORADO**  
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on  
**Tuesday, August 20, 2013 @ 6:00 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 access channel, on the City Hall bulletin board, at the Post Office and at Washington Hall the Friday prior to the Council meeting.

**6:00pm Council Meeting**

1. Call to Order.
2. Roll Call.

Mayor	Ron Engels
Mayor Pro-Tem	Bob Spain
Council members	Shirley Voorhies
	Glo Gaines
	Kathy Heider

**EXECUTIVE SESSION** – Pursuant to C.R.S. 24-6-402(4)(f)(I) to discuss a personnel matter.

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

Regular Bill lists of August 8 & 15; and  
City Council minutes, August 6, 2013.

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

**ACTION ITEMS: NEW BUSINESS** –

7. Proclamation for Lew Cady
8. Ordinance No. 13-09: An ordinance of the City Council of the City of Central, Colorado prohibiting the operation of retail marijuana cultivation facilities, retail marijuana product manufacturing testing facilities within the boundaries of the City of Central, and establishing a new Article IX to Chapter 6 of the Central City Municipal Code regarding the regulation of retail marijuana stores to comply with the requirements of Amendment 64 to the Colorado Constitution, and setting forth related regulations and licensing requirements. (McAskin)
9. Ordinance No. 13-10: An ordinance of the City Council of the City of Central, Colorado amending certain provisions of Article VII of Chapter 6 of the Municipal Code concerning

Medical Marijuana establishments; specifically Section 6-7-210 concerning hours of operation. (McAskin)

10. Resolution No. 13-14: A resolution of the City Council of the City of Central, Colorado accepting an Annexation Petition, making certain Findings of Fact, finding substantial compliance for such petition, and setting a Public Hearing for property known as the Iowa Lode Mining Claim Annexation. (McAskin)
11. Resolution No. 13-15: A resolution of the City Council of the City of Central, Colorado accepting an Annexation Petition, making certain Findings of Fact, finding substantial compliance for such petition, and setting a Public Hearing for property known as the Prospector's Run – BLM Transfer Property Annexation. (McAskin)
12. Resolution No. 13-16: A resolution approving an Intergovernmental Agreement between the City of Central and Black Hawk Central City Sanitation District regarding the sharing of costs on the Lawrence Street Project. (Griffith)
13. Agreement for Snow Removal Services (Braccio)
14. Appointment to CML Policy Committee (Lanning)

**REPORTS –**

15. Staff updates –

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

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

**ADJOURN.** Next Council meeting September 3, 2013.

Posted 8/16/13

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

**CITY OF CENTRAL  
CASH ON HAND  
8/16/2013**

<b>Total Beginning ENB Cash on Hand 7/31/2013</b>	<b>2,262.90</b>
Deposits to ENB	-
Wires Out ENB	(1,837.00)
Cleared Checks	-
<i>8/16/2013</i>	<i>425.90</i>
<less previously approved & outstanding>	59.00
<b>Total ENB Cash on Hand 8/16/2013</b>	<b>484.90</b>

<b>Total Beginning CO Biz Cash on Hand 7/31/13</b>	<b>192,041.44</b>
Deposits to COB	136,279.10
Wires Out COB	(94,820.33)
Cleared Checks	(89,683.35)
<i>8/16/2013</i>	<i>143,816.86</i>
<less previously approved & outstanding>	<i>(126,111.37)</i>
<b>Total COB Cash on Hand 8/16/2013</b>	<b>17,705.49</b>

<b>Total Beginning Colotrust Cash on Hand 7/31/2013</b>	<b>886,936.18</b>
Wires into Account	2,087.52
Wires out of Account-Into CO Biz Bank	-
<b>Total Colotrust Cash on Hand 8/16/13</b>	<b>889,023.70</b>

\*\*\*The City is currently in the process of switching the operating account from Evergreen National Bank to Colorado Business Bank. As such, you will see less and less activity out of Evergreen National and on the next cash flow report both of the operating accounts will be reflected. Once all transactions have cleared Evergreen National Bank, it will be removed from this sheet.

<b>TOTAL CASH ON HAND 8/16/2013</b>	<b>907,214.09</b>
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**CITY OF CENTRAL  
DEBIT CREDIT CARD PURCHASES  
8/1/13 thru 8/16/13**

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
8/1/2013	Amazon.com	Planner Development Book	18.24
8/5/2013	Dostal Alley	Manager Dinner Water Mtg	21.80
8/5/2013	Amazon.com	Planner Land Development Book	26.36
8/12/2013	Urban Land Institute	Planner Registration Dues	200.00
<b>TOTAL for Debit Cards</b>			<b>200.00</b>

CASH FLOW  
CHECK LISTING

8/16/2013

Inv Date	Inv #	Ck. Date	CK#	Vendor	Description	Amount	Mail Date
8/7/13	80713	8/12/13	126905	Central City Opera House Assoc	2013 Events Expansion Support	25,000.00	clrd
8/7/13	11202	8/12/13	126906	Canyon Glass & Gutters	Windshields for Tahoes	391.00	
8/8/13	5751148704	8/12/13	126907	Clear Creek Supply	Auto Parts for Repair	126.42	
7/28/13	72813	8/12/13	126908	Gilpin County Arts Assoc	Wash Hall Ateendent and Art Sales	2,994.00	clrd
8/9/13	80913	8/12/13	126909	Home Depot	PW Supplies	659.06	
7/26/13	249595	8/12/13	126910	Napa Auto Parts	PW Supplies	73.46	
7/25/13	282117	8/12/13	126911	Neve's Uniforms	Uniforms for PD	1,181.17	
8/1/13	948161	8/12/13	126912	Office Stuff	Sharpies and Air Freshener	57.62	
4/30/13	43013	8/12/13	126913	Xcel Energy	Electricity	20,049.32	
7/26/13	5575412	8/12/13	126914	Stewart and Stevinson Power	Repair Fire Truck	3,592.03	
7/23/13	1127655700	8/12/13	126915	United Rentals	PW Equipment Rental-Rammer	1,275.00	
7/16/13	798587	8/12/13	126916	Galls Inc.	Map Light and Binoculars	172.74	
7/24/13	45449	8/12/13	126917	J&S Contractors Supply	Signs	58.10	
8/7/13	8428	8/12/13	126918	Deere & Ault	Water Acct, Water Rights, Diligence App	21,490.00	
7/29/13	3056130118	8/12/13	126919	MHC Kenworth	Starter for Heavy Equipment	571.21	
7/31/13	8771	8/12/13	126920	Allen Technology	IT Maintenance, Docking Station, Router	3,651.98	
8/7/13	84570	8/12/13	126921	Complete Wireless Technologies	Radio Repair for FD	88.02	
8/1/13	29366	8/12/13	126922	One Way	Residential Trash Service	34.83	
6/15/13	12554	8/12/13	126923	QDS Communications	Radio Programming	1,250.00	
7/30/13	194895	8/12/13	126924	Symbol Arts	Badges for PD	275.00	
7/24/13	72413	8/12/13	126925	USA Communications	Internet for PW and Townhome	314.43	clrd
7/31/13	20130687	8/12/13	126926	Omini-Pro Cleaning	Carpet Cleaning and City Hall Cleaning	850.00	
7/26/13	710215	8/12/13	126927	Border to Border Sales	Fire Equipment	140.00	
7/23/13	11489	8/12/13	126928	ROI Fire and Ballistics	FD Safety Gear, Hose Packs	1,972.00	
7/22/13	91183	8/12/13	126929	Intermountain Sweeper	Guter Broom	329.00	
7/15/13	11950155	8/12/13	126930	Martin Marietta Materials	Asphalt	52.03	
6/24/13	5290909	8/12/13	126931	Cogent	Water Supplies	1,016.55	
8/1/13	8234149378	8/12/13	126932	Waste Management of Denver	Dumpster Pickup	882.93	
7/24/13	201686	8/12/13	126933	Rex Oil Company	Fuel	3,141.66	
7/31/13	G1294154	8/12/13	126934	Hireright Inc	Background for PD	360.06	
7/31/13	91935	8/12/13	126935	Psychological Dimensions PC	Evaluations for PD	600.00	
7/15/13	71513	8/12/13	126936	Whaling Fireline Equipment	Parts for FD	2,444.85	
			126937-939	Payroll	PR for 8/16	3,308.86	
			126940	CO Dept of Revenue	Garnishment	281.70	
			126941	ICMA-401		1,849.37	
			126942	ICMA-457		2,496.97	
			126943	ICMA-IRA		281.00	
7/31/13	7300058513	8/15/13	126944	DPC Industries	Chlorine	24.00	
8/6/13	190049	8/15/13	126945	Albert Frei and Sonds	Cruher Fines-PW	61.50	
8/13/13	81313	8/15/13	126946	Gilpin County Arts	Wash Hall andGallery Payroll	2,235.00	
8/1/13	250334	8/15/13	126947	Napa Auto Parts	Auto Parts	242.19	
8/2/13	802879577	8/15/13	126948	Grainger	PW Parts and Supplies	287.88	

CASH FLOW  
CHECK LISTING

8/16/2013

8/3/13	2013086010	8/15/13	126949	Anthem Blue Cross Blue Shield	Health Insurance Premiums	14,350.26
7/31/13	21332	8/15/13	126950	Widner Michow	Legal Counsel	7,180.83
8/8/13	130801	8/15/13	126951	Gilpin County Historical Society	Employee for Wash Hall	2,239.12
8/1/13	631095	8/15/13	126952	FSH Communications	Pay Phone Service	70.00
8/8/13	91451	8/15/13	126953	Display Sales	Spinning Pole	102.50
8/14/13	81413	8/15/13	126954	Atkinson-Noland	201 W. 1st High HP Tech Grant	1,400.00
8/4/13	80413	8/15/13	126955	Sprint	Long Distance Fax	7.91
8/14/13	20043	8/15/13	126956	Allied Towing	Tire Repair for PD	25.00
8/15/13	119380	8/15/13	126957	Air-O-Pure	Restroom at City Shops	95.00
8/5/13	4473	8/15/13	126958	Ausmus Law Firm	Prosecution for August	600.00
7/28/13	9709016348	8/15/13	126959	Verizon Wireless	Cell Phone Service	1,046.81
7/22/13	46907	8/15/13	126960	JVA Inc.	CC Lawrence Water Line	7,100.00
7/3/13	1792003001	8/15/13	126961	Pirtek North	Auto Parts	344.50
7/29/13	12028515	8/15/13	126962	Martin Marietta Materials	Asphalt	145.86
8/12/13	MM1096632	8/15/13	126963	Modern Marketing	Blood Testing	230.70
8/2/13	202442	8/15/13	126964	Rex Oil Company	Fuel	1,890.69
7/31/13	73113	8/15/13	126965	Union Medical	Med Exam for Officer	150.00
8/5/13	8264	8/15/13	126966	Chema Tox Laboratory	Blood Alcohol Tests	40.00
7/31/13	15702	8/15/13	126967	Alphagraphics	Map Coupons, Bus Signs, Festivals-BID Mark.	533.00
8/12/13	81213	8/15/13	126968	Courtney Jayroe	Return of Bond	335.00
8/12/13	81213	8/15/13	126969	Lyman Ash	Restitution	148.44
8/12/13	81213	8/15/13	126970	James Dillon	Return of Bond	5.00
8/12/13	81213	8/15/13	126971	David Nunez	Return of Bond	60.00
8/12/13	81213	8/15/13	126972	Joseph Tinucci	215 W. 1st High HP Grant	3,000.00
<b>Total Issued:</b>						<b>273,433.93</b>
Outstanding through ENB						126,170.37
Outstanding through COB						28,308.43
Voided Checks:						-
<b>Total Pending Approval 8/20/13</b>						<b>147,263.56</b>

59.00  
126,111.37

**CITY OF CENTRAL  
CITY COUNCIL MEETING  
August 6, 2013**

**CALL TO ORDER**

A regular meeting of the City Council for the City of Central was called to order by Mayor *pro tem* Spain at 7:00 p.m., in City Hall on August 6, 2013.

Mayor *pro tem* Spain asked for a moment of silence for Lew Cady as he was an outstanding citizen and historian for Central City.

**ROLL CALL**

Present: Mayor *pro tem* Spain  
Alderman Voorhies  
Alderman Gaines  
Alderman Heider

Absent: Mayor Engels

Staff Present: Manager Lanning  
Attorney McAskin  
Finance Director Flowers  
Planner/HPO Fejeran  
Fire Chief Allen  
Utilities Superintendent Griffith

**ADDITIONS AND/OR AMENDMENTS TO THE AGENDA**

The agenda was approved as presented.

**CONFLICTS OF INTEREST**

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

**CONSENT AGENDA**

Alderman Gaines moved to approve the consent agenda containing the regular bill lists for July 18, 25 and August 1, 2013; and the City Council minutes for the regular meeting on July 16, 2013. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

**PUBLIC FORUM/AUDIENCE PARTICIPATION**

Tom Sundermeyer, 425 Spring Street, stated his concern for future development on the Quartz Hill site.

**NEW BUSINESS**

Resolution No. 13-11: A resolution of the City Council of the City of Central, Colorado conditionally approving a Special Review Use Permit for wireless facilities to be installed on City property.

City Planner Fejeran explained that AT&T has approached the City to locate a 75' stealth wireless communication tower and related facilities (the "Wireless Facilities") on City-owned property.

Prior to installation of the Wireless Facilities, AT&T is requesting a Special Review Use (SRU) permit from the City. If the SRU permit is approved, AT&T will begin design and construction of the Wireless Facilities to be located on City-owned property. Staff is seeking approval of the resolution for a Special Review Use permit conditioned upon the approval SRU permit by the City. Approval of the proposed resolution will allow the finalization of the lease agreement to be expedited following the conclusion of the SRU process.

AT&T has evaluated several sites throughout Central City and has determined to move forward with proposing to site the Wireless Facilities on adjacent to the "Greek Lots" off of Nevadaville Road. This issue was originally discussed at the July 2 worksession.

The City's SRU permit process is set forth in Chapter 16 of the Municipal Code. Planning Commission reviewed the application and recommend approval to City Council. City Council has final approval as to whether or not to grant the SRU permit. If the siting of the Wireless Facilities is ultimately approved from a land-use perspective, the Mayor will be required to execute the lease agreement.

Staff is requesting approval of Resolution No. 13-11 upon deliberation of conditional approval of the following conditions:

- The SRU permit relates to the Wireless Facilities.
- The Wireless Facility shall not exceed 75 feet in height and that the monopine will not exceed seventy-five (75) feet in height.
- The footprint of the wireless facility will not exceed two-thousand five-hundred (2,500) Sq Ft unless approved in accordance with Section 16-4-70.
- The equipment shelter shall not exceed three-hundred fifty (350) square feet unless approved in accordance with section 16-4-70 of the Municipal Code.

If the SRU permit is approved by the City, the City will benefit from lease revenue (to be paid monthly). The lease payment has been negotiated by the City manager.

Other details addressed are that the faux tree design is much better than previous faux trees and will be surrounded by larger pine trees and aspens so will not be as visible.

Alderman Voorhies moved to Resolution No. 13-11: A resolution of the City Council of the City of Central, Colorado conditionally approving a Special Review Use Permit for wireless facilities to be installed on City property. Alderman Gaines seconded, and without discussion, the motion carried unanimously.

Resolution No. 13-12: A resolution of the City Council of the City of Central, Colorado adopting an amended Volunteer Firefighter Length of Service Award Plan.

Finance Director Flowers reviewed the changes as follows:

The Central City Volunteer Firefighter Length of Service Award Plan was adopted in November of 2007 to bring the Volunteer Fire Department into compliance with Internal Revenue Service regulations on compensation. The adoption of the Plan effectively ended pay-per-call compensation for firefighters and replaced it with a scaled service awards based on firefighter participation and training criteria. The Plan became effective on January 1, 2008. Over the course of the past year, the Fire Pension Board, Fire Chief and other City staff have recommended several revisions to the Plan to address issues that were not contemplated at the time of original adoption. Resolution 13-12

makes these revisions and/or changes to the Plan. The Fire Pension Board adopted the amended changes on July 17, 2013.

Section 2.1-Expanded the definition of accountable expenses to include individual fire and/or safety equipment and gym memberships granted that the firefighter maintains the established level of fitness for the Fire Department. Removed mileage expense from the definition as accountable expense as it is separately addressed elsewhere in the Plan.

Section 4.5-Changed the date by which the Plan administrator must provide statements from March 31<sup>st</sup> of each year to May 31<sup>st</sup>.

Section 6.1-Expanded the section to establish a practice for distributions and the process by which a distribution will occur after severance from service.

Section 6.2-Added this section to establish a process for distribution after death.

Section 6.3-Included language to address how funds will be handled if no beneficiary is named or available.

Section 6.4-Added new section to address how disbursements are handled for firefighters who have been terminated for inactivity.

Alderman Gaines moved to Resolution No. 13-12: A resolution of the City Council of the City of Central, Colorado adopting an amended Volunteer Firefighter Length of Service Award Plan. Alderman Heider seconded, and without discussion, the motion carried unanimously.

Resolution No. 13-13: *A resolution of the City Council of the City of Central, Colorado approving a memorandum of understanding with the Colorado Department of Public Health and Environment regarding the Quartz Hill Remediation project.*

City Planner Fejeran explained that Central City is working with the CDPHE on the Quartz Hill Waste Pile remediation located within the City's boundaries to cap in-place the waste pile in order to minimize releases of hazardous substances into the water system. This includes re-grading significant quantities of waste to reduce the steepness of the slopes, placing rock/base course cover to isolate the waste, and installing new large diameter storm sewer under Nevada Street.

The pile was placed during the 1930s and 1940s and was derived primarily from milling operations associated with Chain O mines located near the west end of the City. The waste pile covers approximately five (5) acres. The selected remedy will be implemented via a construction project at the Quartz Hill site and is anticipated to begin in the Fall of 2013.

This project will provide measurable public health benefits to the environment and the water quality. If left uncovered and unmitigated, the mine tailings run-off will continue to leak into the water system releasing hazardous substances that impacts the quality of water and the health of the communities downstream.

Alderman Gaines moved to Resolution No. 13-13: A resolution of the City Council of the City of Central, Colorado approving a memorandum of understanding with the Colorado Department of Public Health and Environment regarding the Quartz Hill Remediation project. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Letter of Support to Gilpin County for GOCO Grant Application

Manager Lanning explained that we have received a request for a letter of support from the County for a GOCO grant application to install a park pavilion at the County ball fields.

Alderman Gaines moved to provide a letter of support. Alderman Heider seconded, and without discussion, the motion carried unanimously.

**STAFF REPORTS**

Manager Lanning had no update and offered to answer any questions.

**COUNCIL COMMENTS**

Alderman Gaines thanked the PW staff for their efforts on the flower baskets and their support of the Saturday events.

Alderman Heider thanked staff for the informative water meeting that was provided for the citizens.

**PUBLIC FORUM/AUDIENCE PARTICIPATION**

Ann Dodson, owner of Famous Bonanza and Easy Street, encouraged the city to move forward and take action on the parking garage project.

**EXECUTIVE SESSION**

At 7:45 p.m., Alderman Gaines moved to adjourn into Executive Session pursuant to C.R.S. 24-6-402(4)(e) to instruct negotiators regarding new development within the City of Central. and C.R.S. 24-6-402(4)(b) and (4)(e) to discuss specific legal questions and to instruct negotiators concerning options concerning the financing of future capital improvements within the City of Central.

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

The next Council meeting is scheduled for August 20, 2013 at 7:00 p.m.

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Bob Spain, Mayor *pro tem*

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Reba Bechtel, City Clerk



## AGENDA ITEM # 8 & 9

### CITY COUNCIL COMMUNICATION FORM

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**TO:** Mayor Engels and Members of City Council

**FROM:** Marcus McAskin, City Attorney

**DATE:** August 15, 2013

**ITEMS:** Ordinance No. 13-09: prohibiting retail marijuana cultivation facilities, product manufacturing facilities, and testing facilities, and establishing a new Article IX to Chapter 6 of the Municipal Code regarding the regulation of retail marijuana stores to comply with Amendment 64, and setting forth related regulations and licensing requirements

Ordinance No. 13-10: amending certain provisions of Article VII of Chapter 6 of the Municipal Code concerning medical marijuana establishments, specifically Section 6-7-210 concerning hours of operation

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ORDINANCE  
 MOTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** The City Council is being asked to consider two ordinances regarding marijuana. Ordinance 13-09 concerns changes to the Municipal Code to implement provisions of Amendment 64 and the Colorado Retail Marijuana Code. Ordinance 13-10 concerns changes to the Municipal Code to amend Section 6-7-210 of the Code relating to the authorized hours of operation for medical marijuana establishments.
- II. **RECOMMENDED ACTION / NEXT STEP:** Consider Ordinance Nos. 13-09 and 13-10 on first reading and schedule second reading. Currently, it is anticipated that second reading/public hearing on each of Ordinance 13-09 and 13-10 will occur at the September 3, 2013 regular meeting.

**III. FISCAL IMPACTS:** As Ordinance 13-09 authorizes the operation of retail marijuana stores in the City, subject to licensing requirements, the City may expect a modest increase in sales taxes. The fiscal impact has not been quantified and is not expected to be significant.

**IV. BACKGROUND INFORMATION:**

In the November, 2012 general election, Colorado voters approved an amendment to the state Constitution, Article XVIII, Section 16 of the Colorado Constitution that makes the personal possession and use of one ounce or less of marijuana for adults twenty-one (21) years of age or older legal in Colorado ("Amendment 64").

On May 28, 2013, the governor signed House Bill 13-1317 into law enacting Title 12, Article 43.4 of the Colorado Revised Statutes (the "Colorado Retail Marijuana Code" or "Code"). The Colorado Retail Marijuana Code regulates the cultivation, manufacture, distribution, and sale of retail marijuana. The Code states that on or after October 1, 2013, businesses engaged in the cultivation, manufacture, or sale of marijuana or in the processing of marijuana-infused products shall apply for a license subject to its terms and conditions and any rules promulgated pursuant thereto.

Amendment 64 specifically authorizes the City to prohibit or regulate retail marijuana businesses and to adopt regulations consistent with the intent of the state law.

**V. LEGAL ISSUES:** The City is authorized to enact the proposed Ordinances pursuant to its home rule authority, its general police and zoning powers, and in accordance with the Colorado Constitution. Federal law considers marijuana a Schedule I controlled substance and it is unknown at this time what, if any, enforcement action the federal government may take against the sale, cultivation and possession of marijuana for personal use. Therefore, persons (and entities) involved in the sale, cultivation, and use of marijuana may still be prosecuted under federal law.

Ordinance No. 13-09 is consistent with Amendment 64's authorization to local governments to prohibit certain retail marijuana establishments within their communities. Specifically, Ordinance No. 13-09 prohibits retail cultivation facilities, product manufacturing facilities and testing facilities from operating within Central City.

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

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

- (1) Adopt Ordinance Nos. 13-09 and 13-10 on first reading, as may or may not be amended;
- (2) Direct staff to make revisions to Ordinance No. 13-09 and/or 13-10 and schedule consideration of the Ordinance(s) on a future City Council agenda; or
- (3) Reject or deny one or both of Ordinance No. 13-09 and 13-10.

**CITY OF CENTRAL, COLORADO  
ORDINANCE 13-09**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL,  
COLORADO PROHIBITING THE OPERATION OF RETAIL MARIJUANA  
CULTIVATION FACILITIES, RETAIL MARIJUANA PRODUCT  
MANUFACTURING FACILITIES AND RETAIL MARIJUANA TESTING  
FACILITIES WITHIN THE BOUNDARIES OF THE CITY OF CENTRAL,  
AND ESTABLISHING A NEW ARTICLE IX TO CHAPTER 6 OF THE  
CENTRAL CITY MUNICIPAL CODE REGARDING THE REGULATION OF  
RETAIL MARIJUANA STORES TO COMPLY WITH THE REQUIREMENTS  
OF AMENDMENT 64 TO THE COLORADO CONSTITUTION, AND SETTING  
FORTH RELATED REGULATIONS AND LICENSING REQUIREMENTS**

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

**WHEREAS**, on November 6, 2012, the voters of the State of Colorado approved Amendment 64, codified as Section 16 of Article XVIII of the Colorado Constitution, which authorize the personal use and possession of recreational marijuana for adults; and

**WHEREAS**, on May 28, 2013, the governor signed House Bill 13-1317 into law enacting Title 12, Article 43.4 of the Colorado Revised Statutes (the “Colorado Retail Marijuana Code”), which regulates the cultivation, manufacture, distribution, and sale of retail marijuana; and

**WHEREAS**, the Colorado Retail Marijuana Code states that on or after October 1, 2013, businesses engaged in the cultivation, manufacture, or sale of marijuana or in the processing of marijuana-infused products shall apply for a license subject to its terms and conditions and any rules promulgated pursuant thereto; and

**WHEREAS**, the Colorado Constitution specifically authorizes the City to prohibit or regulate retail marijuana businesses and to adopt regulations consistent with the intent of the state law; and

**WHEREAS**, in order to comply with the Colorado Retail Marijuana Code and the new state licensing scheme, the City Council has determined to adopt a new Article IX to Chapter 6 of the Central City Municipal Code; and

**WHEREAS**, the City Council considered the revisions to Chapter 6 of the Municipal Code set forth in this Ordinance No. 13-09 in study sessions conducted on June 4, 2013 and July 16, 2013; and

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

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

**Section 1. Addition of Article IX of Chapter 6 of the Municipal Code.** A new Article IX of Chapter 6 is hereby adopted to read in full as follows:

**CHAPTER 6**

**Business Licenses and Regulations**

**Article IX Retail Marijuana Store Licenses**

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## ARTICLE IX

### Retail Marijuana Store Licenses

#### *Division 1 Retail Marijuana Stores*

#### **Sec. 6-9-10. Findings and legislative intent.**

Section 16 of Article XVIII of the Colorado Constitution and Article 43.4 of Title 12, C.R.S. vests the City Council with the option to determine whether to license Retail Marijuana Establishments within the boundaries of the City. The purpose of this Article is to authorize such licensing only for retail marijuana stores, to regulate such retail marijuana stores in the City pursuant to the requirements of this Article, and to designate a local licensing authority to issue and process applications submitted for a license within the City. The operation of marijuana cultivation facilities, marijuana product manufacturing facilities and marijuana testing facilities is prohibited within City boundaries. This Article is intended to exercise the authority granted by Section 16 of Article XVIII of the Colorado Constitution and the Colorado Retail Marijuana Code for the City to adopt licensing requirements that are supplemental to and/or stricter than, the requirements set forth in State law. The purpose of this Article is to license and regulate retail marijuana stores in the interest of public health, safety and general welfare of the community.

#### **Sec. 6-9-20. Authority.**

The City Council hereby finds, determines and declares that it has the power to adopt this Article pursuant to:

- (1) The Local Government Land Use Control Enabling Act, Article 20 of Title 29, C.R.S.;
- (2) Part 3 of Article 23 of Title 31, C.R.S. (concerning municipal zoning powers);
- (3) Section 31-15-103, C.R.S. (concerning municipal police powers);
- (4) Section 31-15-401, C.R.S. (concerning municipal police powers);
- (5) Section 31-15-501, C.R.S. (concerning municipal authority to regulate businesses);
- (6) The authority granted to home rule municipalities by Article XX of the Colorado Constitution;
- (7) Section 16 of Article XVIII of the Colorado Constitution;
- (8) The Colorado Retail Marijuana Code, Article 43.4 of Title 12, C.R.S.; and
- (9) The powers contained in the Home Rule Charter.

#### **Sec. 6-9-30. Definitions.**

- (a) As used in this Article, the following words shall have the following meanings:

*Amendment 64* means a voter-initiated amendment to the Colorado Constitution adopted November 6, 2012, codified as Section 16 of Article XVIII to the Colorado Constitution.

*Applicant* means a person who has submitted an application for a license to operate a retail marijuana store pursuant to this Article.

*Application* means an application for a license submitted pursuant to this Article.

*Authority* or *Local Licensing Authority* means the Central City Retail Marijuana Store Licensing Authority.

*City Manager* means the City Manager of the City or his or her designee.

*Colorado Retail Marijuana Code* means Article 43.4 of Title 12 of the Colorado Revised Statutes, inclusive of rules and regulations promulgated thereunder, and as the same may be amended from time to time.

*Crime of violence* shall have the same meaning as set forth in Section 18-1.3-406, C.R.S. whether committed in Colorado or another state.

*Cultivation* means the process by which a person promotes the germination and growth of a seed to a mature marijuana plant. *Cultivation* does not include the storing or watering of mature marijuana plants without the aid of grow lighting.

*Day* means a calendar day, unless otherwise indicated.

*Good cause* means and includes: (1) the licensee has violated, does not meet or has failed to comply with any of the terms, conditions or provisions of this Article and any rule and regulation promulgated pursuant to this Article or the Colorado Retail Marijuana Code; (2) the licensee has failed to comply with any special terms or conditions that were placed on its license at the time the license was issued pursuant to an order of the Colorado Department of Revenue or Local Licensing Authority; or (3) the licensee's retail marijuana store has been operated in a manner that adversely affects the public health, welfare or safety of the immediate neighborhood in which the retail marijuana store is located.

*License* means a license to operate a retail marijuana store issued pursuant to this Article.

*Licensee* means a person licensed pursuant to this Article and the Colorado Retail Marijuana Code.

*Marijuana* shall have the same meaning as set forth in Amendment 64, or as may be more fully defined in the Colorado Retail Marijuana Code.

*Marijuana accessories* shall have the same meaning as set forth in Amendment 64, or as may be more fully defined in the Colorado Retail Marijuana Code.

*Marijuana cultivation facility* means an entity which prepares and packages marijuana and sells marijuana to retail marijuana stores, to marijuana product manufacturing facilities and to other marijuana cultivation facilities in accordance with Amendment 64 and the Colorado Retail Marijuana Code, but not to consumers.

*Marijuana product manufacturing facility* means an entity which purchases marijuana; manufactures, prepares and packages marijuana products and sells marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores in accordance with Amendment 64 and the Colorado Retail Marijuana Code, but not to consumers.

*Marijuana testing facility* means an entity which analyzes and certifies the safety and potency of marijuana in accordance with Amendment 64 and the Colorado Retail Marijuana Code.

*Operating fees* means fees that must be paid by a licensee for the costs of administering and enforcing this Article as set forth in Amendment 64, or as may be more fully defined in the Colorado Retail Marijuana Code.

*Retail marijuana establishment* means a retail marijuana store, a retail marijuana cultivation facility, a retail marijuana product manufacturing facility, or a retail marijuana testing facility as set forth in Section 16 of Article XVIII of the Colorado Constitution or as may be more fully defined in the Colorado Retail Marijuana Code.

*Retail marijuana store* means an entity which is licensed in accordance with the Colorado Retail Marijuana Code and this Article to purchase marijuana from marijuana cultivation facilities, to purchase marijuana and marijuana products from marijuana product manufacturing facilities, and to sell marijuana and marijuana products to consumers.

*School* means a public or private preschool or a public or private elementary, middle, junior high or high school.

*State licensing authority* means the authority created for the purpose of regulating and controlling the licensing of the cultivation, manufacture, distribution and sale of marijuana in Colorado, pursuant to C.R.S. § 12-43.4-201.

(b) In addition to the definitions provided in Subsection (a) above, the other defined terms in Amendment 64 are incorporated into this Article by reference.

**Sec. 6-9-40. Marijuana cultivation facilities, marijuana product manufacturing facilities, and marijuana testing facilities prohibited.**

The following uses shall be prohibited within the boundaries of the City:

- (1) Marijuana cultivation facilities;
- (2) Marijuana product manufacturing facilities; and
- (3) Marijuana testing facilities.

No person shall operate a marijuana cultivation facility, marijuana product manufacturing facility or marijuana testing facility within the corporate boundaries of the City, as the same may be adjusted from time to time through annexation or otherwise.

**Sec. 6-9-50. License required for retail marijuana stores.**

(a) No person shall operate a retail marijuana store within the City without a valid license issued in accordance with this Article.

(b) Any requirements set forth in this Article shall be in addition to, and not in lieu of, any other requirements imposed by any state or local law.

(c) The issuance of any license pursuant to this Article does not create an exception, defense or immunity to any person in regard to any potential criminal liability the person may have for the production, distribution or possession of marijuana.

**Sec. 6-9-60. Local licensing authority.**

(a) There shall be and is hereby created the Central City Retail Marijuana Store Licensing Authority, hereafter referred to in this Article as the "Authority" or the "Local Licensing Authority".

(b) The Authority shall be the City Council. The City Council may, by resolution, delegate its authority set forth in this Article to the City Manager.

(c) The Authority shall have the duty and authority pursuant to the Colorado Retail Marijuana Code and this Article to grant or refuse licenses in the manner provided by law.

(d) The Authority shall have all the powers of a local licensing authority as set forth in the Colorado Retail Marijuana Code.

(e) The Authority shall have the power to promulgate rules and regulations concerning the procedures for hearings before the Authority.

(f) The Authority shall have the power to require any applicant or licensee to furnish any relevant information required by the Authority.

(g) The Authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records at any hearing which the Authority is authorized to conduct.

(h) The Local Licensing Authority shall possess all powers given to local licensing authorities by the provisions of the Colorado Retail Marijuana Code and rules and regulations promulgated thereunder. Any decision made by the Authority to grant or deny a license, to revoke or suspend a license, to conditionally grant a license, or to renew or not renew a license shall be a final decision which may be appealed to the District Court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. No defense or objection may be presented for judicial review unless it is first presented to the Authority prior to the effective date of the Authority's decision.

**Sec. 6-9-70. General licensing procedures.**

(a) For the purpose of regulating the sale of retail marijuana, the Authority in its discretion, upon application in the prescribed form, may issue and grant to the applicant a local license for a retail marijuana store, subject to the provisions and restrictions provided in this Article, Section 16 of Article XVIII of the Colorado Constitution and the Colorado Retail Marijuana Code. In accordance with Section 6-6-40 of this Article, the operation of marijuana cultivation facilities, marijuana product manufacturing facilities or marijuana testing facilities within the corporate boundaries of the City is prohibited.

(b) The Authority shall issue a license under this Article when, after thorough consideration of the application, and from review of such other information as required by this Article or the Colorado Retail Marijuana Code, the Authority determines that the applicant complies with all of the requirements of this Article and the Colorado Retail Marijuana Code, including the following:

(1) The application, including any required attachments and submissions, is complete and signed by the applicant;

(2) The applicant has paid the application fee and any other fees required by this Article;

(3) The application does not contain a material falsehood or misrepresentation;

(4) The location of the retail marijuana store is proposed to be located in a location permitted by this Article and other applicable provisions of this Code;

(5) The criminal history of the applicant, and the applicant's owners, officers, and managers, does not disqualify the applicant from holding a license; and

(6) The applicant meets or otherwise will meet all the requirements of this Article and the Colorado Retail Marijuana Code.

(c) The Authority shall approve, conditionally approve, or deny a license application, and shall promptly forward its decision to the State Licensing Authority.

(d) Prior to the issuance of any license, the Authority shall make a finding and determination as to the good moral character of the applicant in accordance with the standards and procedures set forth in the Colorado Retail Marijuana Code. In so doing, the Authority may incorporate any findings as to good moral character previously made by the State Licensing Authority. The Authority shall not be required to perform a criminal background check: (i) if the State Licensing Authority has performed a criminal background check on the applicant to the satisfaction of the Authority; or (ii) if the Authority issues a license conditioned on the completion and successful review of the criminal background check prior to the approval of the license.

(e) Upon receipt of the application for a retail marijuana store license, the Authority may circulate the application to the Planning Department, the Police Department, the

Fire Department, or any other City department the Authority deems necessary in order to determine whether the proposed facility is or will be in compliance with any and all applicable local laws, rules and regulations.

(f) After approval of an application and prior to the issuance of a license, the premises proposed to be licensed may be inspected by the building official to determine compliance with the City's building and other life, health and safety codes. No license shall be issued if the proposed licensed premises does not comply with the City's building and technical codes as identified by the building official in writing provided to the applicant. Throughout the term of the license the building official may inspect the licensed premise to determine continuing compliance with the City's building and technical codes.

(g) The Authority shall deny any application for a license that is not in compliance with this Article, the Colorado Retail Marijuana Code or any other applicable State or local law or regulation. Notwithstanding the foregoing, the Authority may issue a conditional license.

(h) In the event the City incurs costs in the inspection, clean-up, or any other requirements to remove marijuana of any retail marijuana store, the business and responsible person(s) shall reimburse the City all actual costs incurred by the City for such inspection or clean-up.

(i) In the event that a retail marijuana store does not commence operations within sixty (60) days of issuance of a license from the City, the license shall be deemed forfeited and the business may not commence operations.

**Sec. 6-9-80. Application for license.**

(a) An applicant seeking to obtain a license pursuant to this Article shall file an application with the City Manager. The form of the application shall be provided by the City and shall include all information required by this Article and any additional information requested by the City Manager if such information, in his or her opinion, is reasonably necessary to complete the investigation and review of the application.

(b) The application must include the following:

(1) Proof of ownership or legal possession of the proposed licensed premises.

(2) Consent from the landowner if the proposed premises will be leased. If the owner(s) of the proposed retail marijuana store is not the owner of the proposed licensed premises, the applicant shall provide written authorization to the City from the owner to enter the property for inspection of the proposed licensed premises on a form approved by the City.

(3) Name(s) and address(es) of the owner(s) of the proposed retail marijuana store.

(4) If the owner is a corporation, partnership, limited liability company, or other business entity, the name(s), social security number(s), and address(es) of any

officer or director of the entity and of any person holding one percent (1%) or more of the issued and outstanding capital stock or other ownership interest of the entity.

(5) A completed set of the applicant fingerprints of each person specified in subsection (4) and/or (4) of this Section 6-9-80(b).

(6) Name(s) and address(es) of any manager or managers of the proposed retail marijuana store.

(7) An operating plan for the proposed retail marijuana store including the following information:

A. A description of the products and services to be provided by the retail marijuana store.

B. A floor plan showing all interior dimensions of the proposed licensed premises and the layout of the retail marijuana store, including all limited access areas, areas of ingress and egress, and location(s) of all security cameras. Such floor plan shall also show the principal uses of the floor area depicted therein.

C. A security plan indicating how the applicant intends to comply with the requirements of this Article, the Colorado Retail Marijuana Code, and any other applicable law, rule or regulation. The security plan includes specialized details of security arrangements and will be protected from disclosure as provided under the Colorado Open Records Act, C.R.S. § 24-72-203(2)(a)(VIII). If the City determines that such security plan and related documents are subject to inspection, it will attempt to provide at least twenty four (24) hours advance notice to the applicant prior to such disclosure.

D. An area map, drawn to scale, indicating, within a radius of one-quarter mile from the boundaries of the property upon which the retail marijuana store is proposed to be located, the proximity of the property to any school or to any residential zone district within the City.

(8) A statement of whether or not any person holding any ownership interest in the proposed retail marijuana store has:

A. Been denied an application for a medical marijuana establishment license or retail marijuana establishment license by the State or any other local jurisdiction in the State, or has had such a license suspended or revoked; and

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

(9) Proof that the proposed retail marijuana store will be located in a location that permits such land use under this Article and other applicable provisions of this Code.

(10) Proof that all initial application, licensing, operational, background, and other fees due and payable to properly license and operate a retail marijuana store, and as determined by the Authority, have been paid.

(11) Any additional document(s) or information requested by the Authority.

(d) A license issued pursuant to this Article does not eliminate the need for the licensee to obtain other required City licenses and licenses related to the operation of the approved retail marijuana store, including, without limitation:

(1) Any required land use approval, if applicable;

(2) A City business and sales tax license; and

(3) Any building permits, including mechanical, plumbing, or electrical permits.

**Sec. 6-9-90. Denial of license.**

The Authority shall deny an application for a license under this Article when the applicant fails to cooperate with the City during the application phase, when the applicant fails to meet all of the standards set forth in Section 6-9-70 above, when the applicant fails to provide any application materials to the City in accordance with Section 6-9-80 above, when the applicant provides inaccurate or false information to the City during the application phase, or when the applicant fails to obtain any other required City license, including but not limited to those required by Section 6-9-80(d) above.

**Sec. 6-9-100. Authority authorized to impose conditions on license.**

The Authority is authorized to impose terms and conditions on a license as may be necessary to protect the public health, safety and welfare, or to ensure compliance with the requirements of this Article, the Colorado Retail Marijuana Code, or other applicable law.

**Sec. 6-9-110. Decision on application.**

The Authority shall approve, deny or conditionally approve an application within thirty (30) days of the receipt of the completed application. The decision and the reasons for the decision, as well as any conditions of approval, shall be in writing.

**Sec. 6-9-120. Notice of decision.**

The City Manager shall notify the applicant of the decision on the application within three (3) business days of rendering the decision. A copy of the decision shall be sent by certified mail to the applicant at the address shown in the application.

**Sec. 6-9-130. Contents of license.**

(a) A license shall contain the following information:

(1) The name of the licensee;

- (2) The date of the issuance of the license;
  - (3) The address at which the licensee is authorized to operate the retail marijuana store;
  - (4) Any special conditions of approval imposed upon the license by the Authority, pursuant to notice of decision, as follows; and
  - (5) The date of the expiration of the license.
- (b) A license must be signed by both the applicant and the City Manager to be valid.

**Sec. 6-9-140. License non-transferable; exceptions.**

(a) A retail marijuana store license is not transferable or assignable, including without limitation, not transferable or assignable to a different premise, or to a different owner or licensee, except in accordance with this Section 6-9-140. A retail marijuana store license is valid only for the owner specifically identified on the license, and the specific location for which the license is issued.

(b) A licensee may transfer or assign all ownership, rights and interests in a license subject to prior application to, and approval by, the City Manager and compliance with Section 12-43.4-308, C.R.S. The City Manager may refer the transfer application to the City Council for a public hearing provided that notice of the public hearing is posted on the licensed premises in conformance with Section 12-43.4-302(2), C.R.S., and the applicant has been provided with at least ten (10) days advance notice of the hearing. The application for any transfer of a retail marijuana store license shall contain, at a minimum, all of the information required by Section 6-9-80 of this Article and any supplemental information requested in writing by the Authority. Any attempt to transfer or assign a license in violation of this Section voids the license.

**Sec. 6-9-150. Duration of license; renewals.**

(a) Each license issued pursuant to this Article shall be valid for one (1) year from the date of issuance and may be renewed as provided in this Section. The license shall expire on the last day of the month in which the license is issued of the year following issuance or renewal of the license.

(b) A licensee shall renew their license issued pursuant to this Article annually. Any renewal of the license shall be governed by the standards and procedures set forth in the Colorado Retail Marijuana Code, subject to any additional restrictions on renewal as provided in this Article or promulgated by the Authority.

(c) The licensee shall apply for renewal of the retail marijuana store license at least forty five (45) days before the expiration of the license. The licensee shall apply for renewal using forms provided by the City. If the applicant fails to apply for renewal at least 45 days before the expiration of the license, but does apply for renewal prior to expiration of the license, the City may process the renewal application if the applicant submits the late filing fee established pursuant to Section 6-9-240 at the time of submittal of the renewal application.

(1) The renewal license fee, and late filing fee if applicable, shall accompany the application. Such fee is nonrefundable.

(2) In the event there has been a change to any of the plans identified in the license application, including but not limited to the operating plan or security plan, the renewal application shall include specifics of the changes or proposed changes in any of such plans.

(3) The renewal application shall include verification that the retail marijuana store has a valid state license issued by the State Licensing Authority, and that such license is in good standing.

(4) The City shall not accept renewal applications after the expiration of a license, but instead shall require the applicant to file a new license application.

(d) Failure of the licensee to renew and keep its State or local license current and valid or to make timely payment of the local licensing or operating fees shall be grounds for revocation of any license issued pursuant to this Article.

**Sec. 6-9-160. Duties of licensee; records to be maintained.**

(a) It is the duty and obligation of each licensee to do the following:

(1) Comply with all of the terms and conditions of the license;

(2) Comply with all of the requirements of this Article;

(3) Comply with all other applicable City ordinances;

(4) Comply with the Colorado Retail Marijuana Code;

(5) Comply with all state laws and administrative regulations pertaining to the use of marijuana;

(6) Comply with all applicable federal laws, rules or regulations, other than a federal law, rule or regulation concerning the possession, sale or distribution of marijuana which conflicts with Amendment 64;

(7) Permit inspection of its records and the licensed premises by the City Manager for the purpose of determining the licensee's compliance with the terms and conditions of the license; and

(8) Post the license in a conspicuous location at the retail marijuana store.

(b) Each licensee shall keep a complete set of books of account, invoices, copies of orders and sales, correspondence, bank statements, and all other records necessary to show fully the business transactions of such licensee. The records of the licensee shall clearly track inventory purchased and sales and disposal thereof to clearly track revenue from sales of any marijuana, paraphernalia and marijuana accessories offered by the retail marijuana store. All such books and records shall be open at all times during business hours for the inspection and examination of the City or its duly authorized representatives, including any auditor selected by

the City pursuant to Section 6-9-160(c) below. The City may require any licensee to furnish such information as the City deems necessary for the proper administration of this Article. The records shall clearly show the source, amount, price and dates of all marijuana received or purchased, and the amount, price and dates for all marijuana sold.

(c) The City may require an audit to be made of the books and records of a retail marijuana store on such occasions as it may consider necessary. Such audit may be made by an auditor selected by the City. The expense of any audit determined necessary by the City shall be paid by the retail marijuana store.

**Sec. 6-9-170. Suspension or revocation of license.**

(a) A license issued pursuant to this Article may be suspended or revoked by the Authority for the following reasons:

(1) Fraud, misrepresentation or a false statement of material fact contained in the license application;

(2) A violation of any City, state or federal law or regulation, other than a federal law or regulation concerning the possession, sale or distribution of marijuana that conflicts with Amendment 64;

(3) A violation of any of the terms and conditions of the license;

(4) A violation of any law which, if occurring prior to the submittal of the application, could have been cause for denial of the license application;

(5) Failure to timely correct any violation of any law, or comply with any order to correct a violation of any law within the time stated in the notice or order;

(6) A violation of any of the provisions of this Article including but not limited to any violation of the duties set forth in Section 6-9-160; or

(7) Good cause.

(b) Hearing, burden of proof.

(1) The City Manager or the Police Chief may request in writing that a license issued under this Article be suspended or revoked. The written request to suspend or revoke must include the allegations upon which the suspension or revocation is based and must be provided to the licensee.

(2) The City Council, sitting in its official capacity of the Authority shall preside over the hearing on the suspension or revocation.

(3) The date and time of the hearing must be set, written notice of which must be sent by regular mail, postage prepaid, to the licensee at least ten (10) days prior to the hearing date.

(4) Notice of the public hearing shall comply with any other applicable provisions of the Colorado Retail Marijuana Code.

(5) The hearing must be conducted based on the allegations provided in the written request. The burden shall be on the City to prove by a preponderance of the evidence that the licensee has violated the provisions of Subsection (a) above.

(6) A written decision must be provided to the licensee within ten (10) business days of the conclusion of the hearing. Notice shall be given by mailing a copy of the decision to the licensee by regular mail, postage prepaid, at the address shown in the license. Notice is deemed to have been properly given upon mailing.

(c) In connection with the suspension of a license, the Authority may impose reasonable conditions. The Authority shall be authorized to enter into stipulations with any licensee at or following the public hearing.

(d) In the event a retail marijuana store or licensee is charged with violation of any law, upon which a final judgment would be grounds for suspension or revocation of the license, the Authority may suspend the license pending the resolution of the alleged violation.

(e) If the Authority revokes or suspends a license, the retail marijuana store may not move or remove any marijuana from the premises except under the supervision of the Central City Police Department.

(f) Any decision made by the Authority shall be a final decision and may be appealed to the District Court, pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The licensee's failure to timely appeal the decision is a waiver of the licensee's right to contest the suspension or revocation of the license.

**Sec. 6-9-180. Prohibited locations; permanent location required.**

Prior to the issuance of a license for a retail marijuana store, the City Manager shall determine whether the proposed location of the retail marijuana store complies with the requirements of this Section and Chapter 16 of this Code. Failure to comply with the requirements of this Section shall preclude issuance of a license.

(1) No retail marijuana store shall be located within an area zoned for single-family residential use.

(2) Each retail marijuana store shall be operated from a permanent location. No retail marijuana store shall be permitted to operate from a moveable, mobile or transitory location.

(3) No retail marijuana store shall be located within one thousand (1,000) feet of a school, an alcohol or drug treatment facility, the principal campus of a college, university or seminary or a residential child care facility.

**Sec. 6-9-190. On-site cultivation prohibited.**

The cultivation of marijuana on or within a retail marijuana store is prohibited.

**Sec. 6-9-200. Retail marijuana store requirements and restrictions.**

- (a) No retail marijuana store approved pursuant to this article may sell marijuana at any time except between the hours of 10:00 a.m. to 10:00 p.m.
- (b) All retail marijuana store licenses shall be issued for a specific fixed location, which shall be considered the licensed premises.
- (c) All retail marijuana stores shall post a sign in a conspicuous location stating:
- “IT IS ILLEGAL TO TRANSFER MARIJUANA TO ANYONE UNDER THE AGE OF TWENTY-ONE. IT IS ILLEGAL TO SEND OR TRANSPORT MARIJUANA TO ANOTHER STATE. THE POSSESSION OF MARIJUANA REMAINS A CRIME UNDER FEDERAL LAW.”
- (d) It shall be unlawful for any retail marijuana store to employ any person at a licensed premise who is younger than twenty-one (21) years of age.
- (e) The name and contact information for the owner or owners and any manager of the retail marijuana store shall be conspicuously posted in the facility, together with the name and contact information of any person designated by the owner to be contacted in the event of an emergency.
- (f) The retail marijuana store license, the business license and the sales tax license shall be conspicuously posted in the facility.
- (g) No change shall be made to the floor plan of the interior of any licensed premises unless such modification is approved by the Authority and all other appropriate City departments prior to the time the change is made. The Authority may charge a processing and inspection fee to cover any processing or inspection costs.
- (h) No marijuana shall be smoked, eaten or otherwise consumed or ingested on the licensed premises.
- (i) A retail marijuana store shall be ventilated so that the odor of marijuana cannot be detected by a person with a normal sense of smell at the exterior of the retail marijuana store or at any adjoining use or property.
- (j) The licensed premises shall be monitored and secured twenty-four (24) hours a day including, at a minimum, the following security measures:
- (1) Installation and use of security cameras to monitor all areas of the licensed premises where persons may gain or attempt to gain access to marijuana, marijuana products, or monies maintained by the facility.
  - (2) Recordings from security cameras shall be maintained for a minimum of seventy- two (72) hours in a secure off-site location.

(3) Installation and use of a safe for overnight storage of any marijuana or marijuana products, and /or monies on the licensed premises, with the safe being incorporated into the building structure or securely attached thereto.

(4) Installation of a monitored user alarm system compliant with the Colorado Retail Marijuana Code and any other applicable State or local regulations.

(5) Robbery and burglary alarm systems that are professionally installed, monitored and maintained in good working condition.

**Sec. 6-9-210. Persons prohibited as licensees and managers.**

(a) It shall be unlawful for any of the following persons to have an ownership or a financial interest in a retail marijuana store, and no license provided by this Article shall be issued to, or held by, and no retail marijuana store shall be managed by:

(1) Any person until all applicable fees for the license have been paid.

(2) Any person not of good moral character.

(3) Any corporation, partnership, limited liability company, or other entity whose officers, members, partners, directors or stockholders are not of good moral character.

(4) Any natural person who is under twenty-one years of age.

(5) Any person who, in the immediately preceding twelve (12) months had a medical marijuana facility license or retail marijuana establishment license revoked or suspended by the State, or by a local licensing authority in the City or any other jurisdiction.

(6) Any person who has been convicted of a felony that is deemed a crime of violence or has completed any portion of a felony sentence within the preceding five (5) years.

(7) A person licensed pursuant to this Article who, during a period of licensure, or who, at the time of application, has failed to remedy an outstanding delinquency for taxes owed, or an outstanding delinquency for judgments owed to a government.

(8) A sheriff, deputy, police officer, or prosecuting officer, or an officer or employee of the State Licensing Authority, the Authority, or the City.

(9) Any person of bad moral character as defined by the Colorado Retail Marijuana Code.

(b) In making the evaluation of the good moral character of the individual identified on an application or amendment thereof, the Authority shall consider the following:

(1) Laws, rules and regulations applicable to evaluation of other types of licenses issued by governments that consider the good moral character of the applicants.

(2) Any additional information the Authority may request of the individual if the individual has a violation of any laws, or items disclosed by the individual which require additional information in order for the Authority to make a determination regarding issuance of the license.

**Sec. 6-9-220. Provisions applicable to existing medical marijuana businesses.**

(a) Pursuant to section 12-43.4-104, C.R.S., certain medical marijuana licensees or applicants qualified to receive a State license may, on or after October 1 2013, either apply for a Retail Marijuana Establishment license in addition to their medical marijuana license, convert their medical marijuana license to a Retail Marijuana Establishment license, or apply for a Retail Marijuana Establishment license and surrender their medical marijuana license when the Retail Marijuana Establishment license is issued.

(b) A person who holds both a license pursuant to article 43.3 of title 12, C.R.S. and a license for a retail marijuana store may operate both licenses in the same premises (“dual operation”) provided they meet the requirements of the Colorado Retail Marijuana Code and this Article.

**Sec. 6-9-230. Signage and advertising.**

(a) All signage for a retail marijuana store shall comply with the requirements of Chapter 14 of this Code.

(b) Any person or their agent licensed pursuant to this Article, may not cause advertisements, signs, displays or other promotional material depicting marijuana use or symbols to be shown or exhibited off the premises or in any manner which is visible to the public from roadways, pedestrian sidewalks or walkways, other public place, including advertising utilizing any of the following media: any billboard or other outdoor general advertising device as defined by this Code; any sign mounted on a vehicle, any hand-held or other portable sign; or any handbill, leaflet or flier directly handed to any person in a public place, left upon a motor vehicle, or posted upon any public or private property without the consent of the property owner. The prohibition set forth in this section (b) shall not apply to:

(1) Any sign located on the same zone lot as the retail marijuana store which exists solely for the purpose of identifying the location of the retail marijuana store and which otherwise complies with the requirements of Chapter 14 of this Code;

(2) Any advertisement contained within a newspaper, magazine, or other periodical; or

(3) Advertising which is purely incidental to sponsorship of a charitable or community event by the retail marijuana store.

(c) No licensed retail marijuana store shall use any advertising material that is misleading, deceptive, or false, or that, as evidenced either by the content of the advertising material or by the medium or the manner in which the advertising is disseminated is designed to appeal to minors.

(d) Any person licensed as a retail marijuana store shall include in any advertisement for marijuana the following language: "FOR ADULTS 21 AND OVER ONLY." Provided, however, this language shall not be required to be displayed upon any sign identifying a retail marijuana store.

**Sec. 6-9-240. Fees.**

(a) Licensing fees, operating fees including but not limited to building inspection and re-inspection fees, renewal fees, late filing fees, and all other fees necessary for the administration, regulation, and implementation of this Article shall be set by the City Council by resolution.

(b) At least annually, the amount of fees charged pursuant to this section shall be reviewed and, if necessary, adjusted to reflect the direct and indirect costs incurred by the Authority and the City in connection with the administration and enforcement of this Article, including costs of unannounced compliance checks.

**Sec. 6-9-250. Paraphernalia.**

Devices, contrivances, instruments and paraphernalia for inhaling or otherwise consuming marijuana, including but not limited to rolling papers and related tools, water pipes and vaporizers, may lawfully be sold at a licensed retail marijuana store.

**Sec. 6-9-260. Alcohol.**

The sale or consumption of an alcoholic beverage within a retail marijuana store is prohibited.

**Sec. 6-9-270. Taxes.**

Each licensee shall pay sales tax on all marijuana, marijuana accessories, paraphernalia and other tangible personal property sold by the licensee at the retail marijuana store.

**Sec. 6-9-280. Penalties; injunctive relief.**

(a) It is a municipal offense for any person to violate any provision of this Article. Any person convicted of having violated any provision of this Article shall be punished as set forth in Section 1-4-20 of this Code.

(b) In addition to all other remedies available to the City under this Code and by law, the operation of a retail marijuana store without a valid license issued pursuant to this Article may be enjoined by the City in an action brought in a court of competent jurisdiction.

**Sec. 6-9-290. No waiver of governmental immunity.**

In adopting this Article, the City Council is relying on and does not waive or intend to waive by any provision of this Article the monetary limitations (presently one hundred fifty thousand dollars [\$150,000.00] per person and six hundred thousand dollars [\$600,000.00] per occurrence) or any other rights, immunities and protections provided by the Colorado

Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., or any other limitation, right, immunity or protection otherwise available to the City, its officers or its employees.

**Sec. 6-9-300. No City liability.**

By accepting a license issued pursuant to this Article, a licensee releases the City, its officers, elected officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of retail marijuana store owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations. The City Manager may require a licensee to execute a written instrument confirming the provisions of this Section.

**Sec. 6-9-310. Indemnification of City.**

By accepting a license issued pursuant to this Article, a licensee, jointly and severally if more than one (1), agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers and self-insurance pool against all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the retail marijuana store that is the subject of the license. The licensee further agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims or demands at its expense and to bear all other costs and expenses related thereto, including court costs and attorney fees. The City Manager may require a licensee to execute a written instrument confirming the provisions of this Section.

**Sec. 6-9-320. Other laws remain applicable.**

The provisions of this Article do not protect licensees, operators, employees, customers and clients of a licensed retail marijuana store from prosecution pursuant to any laws that may prohibit the cultivation, sale, use or possession of controlled substances. In addition, as of the date of the adoption of this Article, the cultivation, sale, possession, distribution and use of marijuana remain violations of federal and state law (except for conduct covered by Amendment 64), and this Article affords no protection against prosecution under such federal and state laws. Licensees, operators, employees, customers and clients of a licensed retail marijuana store assume any and all risk and any and all liability arising or resulting from the operation of the retail marijuana store under any state or federal law. Further, to the greatest extent licensed by law, any actions taken under the provisions of this Article by any public officers, elected or appointed officials, employees, attorneys and agents of the City shall not become a personal liability of such person or of the City.

**Sec. 6-9-330. Compliance with state law.**

(a) To the extent the State has adopted or adopts in the future any additional or stricter laws or regulations governing the sale or distribution of marijuana, the additional or stricter regulations shall control the establishment or operation of any retail marijuana store in the City. Compliance with any applicable State law or regulation shall be deemed an additional requirement for issuance or denial of any license under this Article, and noncompliance with any

applicable State law or regulation shall be grounds for revocation or suspension of any license issued hereunder.

(b) Any retail marijuana store licensed pursuant to this Article may be required to demonstrate, upon demand by the Authority or by law enforcement officers that the source and quantity of any marijuana found upon the licensed premises is in full compliance with any applicable State laws or regulations.

(c) Except as otherwise provided herein, the Authority shall be governed by the Colorado Retail Marijuana Code now in effect or subsequently amended. In the event of any conflict between the provisions of this Article and those in the Colorado Retail Marijuana Code, the more restrictive provision shall control.

(d) If the state prohibits the cultivation, production, possession or other distribution of marijuana through retail marijuana stores, or if a retail marijuana store is denied a retail marijuana store license through the State Licensing Authority or has such license revoked pursuant to the Colorado Retail Marijuana Code, or if a court of competent jurisdiction determines that the federal government's prohibition of the cultivation, production, possession or other distribution of marijuana through retail marijuana stores supersedes state law, any license issued pursuant to this Article shall be deemed to be immediately revoked by operation of law, with no ground for appeal or other redress on behalf of the licensee.

(e) A license for a retail marijuana store is a revocable privilege, and no applicant therefore or holder thereof shall be deemed to have acquired any property interest therein.

**Sec 6-9-340 – 6-9-400 [Reserved]**

**Section 2. 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 3. 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 4. 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 20<sup>th</sup> day of August, 2013, at Central City, Colorado.

**CITY OF CENTRAL, COLORADO**

\_\_\_\_\_  
Ronald E. Engels, Mayor

Approved as to form:

\_\_\_\_\_  
Marcus McAskin, City Attorney

ATTEST:

\_\_\_\_\_  
Reba Bechtel, City Clerk

**PASSED AND ADOPTED** on second reading, at the regular meeting of the City Council of the City of Central on the 3<sup>rd</sup> day of September, 2013.

**CITY OF CENTRAL, COLORADO**

\_\_\_\_\_  
Ronald E. Engels, Mayor

ATTEST:

\_\_\_\_\_  
Reba Bechtel, City Clerk

**POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY** in the Weekly Register Call newspaper on August 22, 2013.

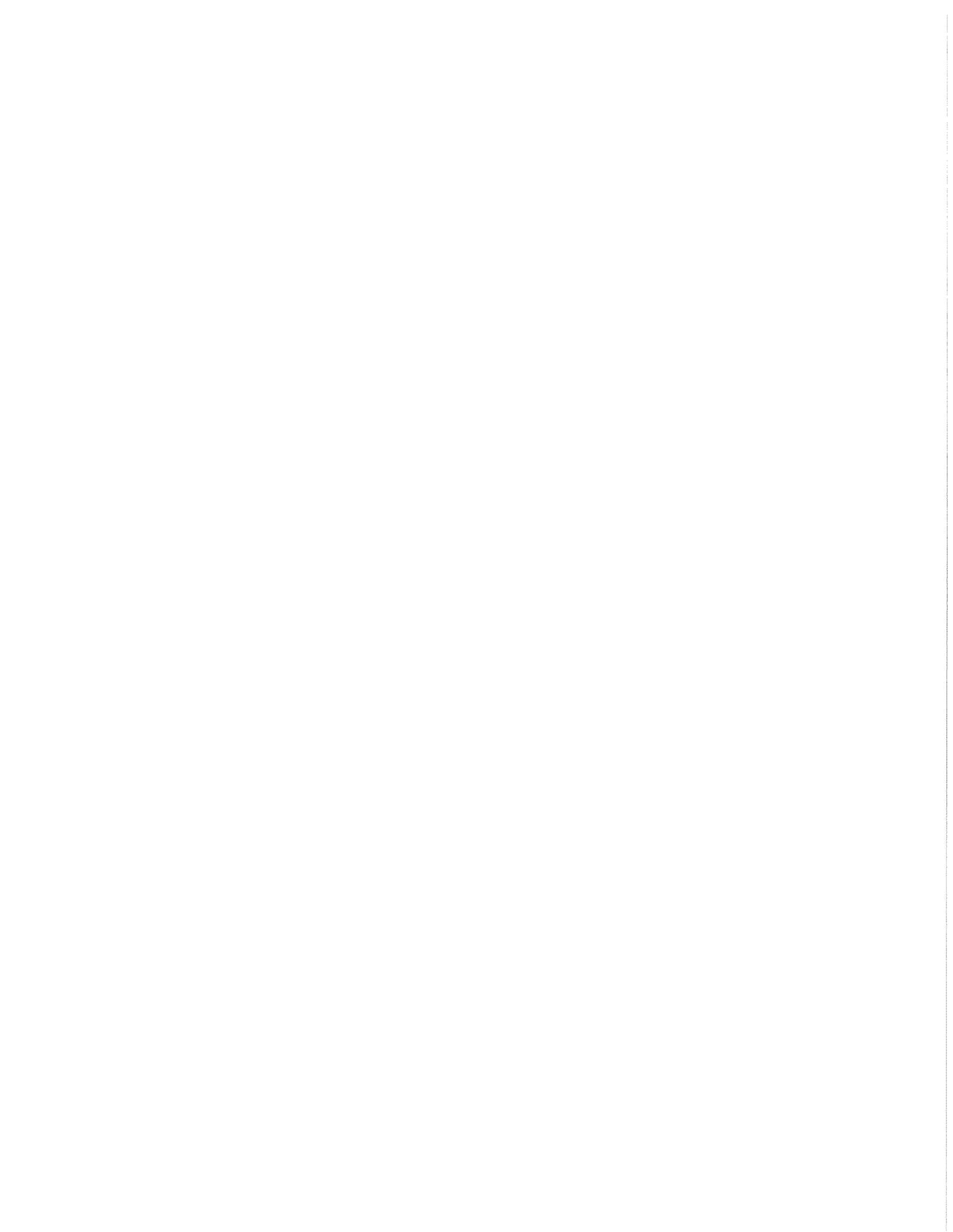
**POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING]** in the Weekly Register Call newspaper on September 5, 2013.

**CITY OF CENTRAL, COLORADO**

\_\_\_\_\_  
Ronald E. Engels, Mayor

ATTEST:

\_\_\_\_\_  
Reba Bechtel City Clerk



**CITY OF CENTRAL, COLORADO  
ORDINANCE 13-10**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL,  
COLORADO AMENDING CERTAIN PROVISIONS OF ARTICLE VII OF  
CHAPTER 6 OF THE MUNICIPAL CODE CONCERNING MEDICAL  
MARIJUANA ESTABLISHMENTS; SPECIFICALLY SECTION 6-7-210  
CONCERNING HOURS OF OPERATION**

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

**WHEREAS**, the City Council previously adopted Ordinance No. 12-16, which Ordinance established regulations pertaining to the licensing and operation of medical marijuana establishments; and

**WHEREAS**, the City Council has considered Ordinance No. 13-09 to establish a new Article IX of Chapter 6 of the Municipal Code, pertaining to the licensing and operation of retail marijuana stores; and

**WHEREAS**, the City Council desires to amend Section 6-7-210 of the Municipal Code to conform the hours of operation of medical marijuana establishments with the hours of operation for retail marijuana stores; and

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

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

**Section 1.** Section 6-7-210 of the Municipal Code is hereby amended to read as follows, with strike through to show deleted text and underline to show new text:

**Sec. 6-7-210. Hours of Operation.**

A medical marijuana establishment may serve, sell or distribute medical marijuana only between the hours of ~~8:00~~ 10:00 a.m. and ~~7:00~~ 10:00 p.m., Monday through Sunday.

**Section 2.** **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 3.** **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 4. 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 20<sup>th</sup> day of August, 2013, at Central City, Colorado.

**CITY OF CENTRAL, COLORADO**

\_\_\_\_\_  
Ronald E. Engels, Mayor

Approved as to form:

\_\_\_\_\_  
Marcus McAskin, City Attorney

ATTEST:

\_\_\_\_\_  
Reba Bechtel, City Clerk

**PASSED AND ADOPTED** on second reading, at the regular meeting of the City Council of the City of Central on the 3<sup>rd</sup> day of September, 2013.

**CITY OF CENTRAL, COLORADO**

\_\_\_\_\_  
Ronald E. Engels, Mayor

ATTEST:

\_\_\_\_\_  
Reba Bechtel, City Clerk

**POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on August 22, 2013.**

**POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on September 5, 2013.**

**CITY OF CENTRAL, COLORADO**

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Ronald E. Engels, Mayor

**ATTEST:**

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Reba Bechtel City Clerk





## AGENDA ITEM #10 &11

### CITY COUNCIL COMMUNICATION FORM

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**TO:** Mayor Engels and Members of City Council

**FROM:** Marcus McAskin, City Attorney

**DATE:** August 15, 2013

**ITEMS:** Resolution Nos. 13-14 and 13-15 (Substantial Compliance Resolutions – Iowa Lode Mining Claim annexation and Prospector’s Run – BLM Property Transfer annexation)

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ORDINANCE  
 MOTION  
 RESOLUTION(S)  
 INFORMATION

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- I. **REQUEST OR ISSUE:** The City Council is being asked to consider two resolutions pertaining to petitions for annexation filed of record with the City.

Two petitions have been filed: a petition for annexation pertaining to the Iowa Lode Mining Claim (consisting of 4.81 acres, more or less) and a petition for annexation pertaining to the Prospector’s Run – BLM Property transfer annexation (consisting of 4,400 square feet, more or less) (collectively, the “Petitions”).

The purpose of this Council Communication Form is to summarize for City Council whether the Petitions are in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S §§ 31-12-101 et seq., as amended (the “Act”).

Both Petitions have been filed of record with the City Clerk. Copies of the Petitions and annexation maps accompanying each of the Petitions will be circulated to Council prior to or at the August 20, 2013 regular meeting.

3. Each Petition contains:

- a. An allegation that it is desirable and necessary that the Property described in the Petition be annexed.
- b. An allegation that the requirements of C.R.S. § 31-12-104 and § 31-12-105 exist or have been met.
- c. An allegation that the signer of the Petition comprise more than fifty (50%) percent of the land owners and own more than fifty (50%) of the territory exclusive of streets and alleys.
- d. A request that the City of Central approve the annexation.
- e. The signatures of the landowner(s).
- f. The mailing address of the landowner(s).
- g. A legal description of the Property.
- h. The dates on which the Petition was executed by each of the landowners.
- i. Circulator affidavits.

4. Together with each Petition, four (4) copies of an annexation map were filed with the City Clerk, containing the following information as required by C.R.S. § 31-12-107(1)(d).

- III. **RECOMMENDATION:** Staff recommends City Council find that the Petitions are in substantial compliance with applicable provisions of the Act, specifically C.R.S. § 31-12-107(1), and approve Resolution Nos. 13-14 and 13-15 in the form submitted. In accordance with the requirements of the Municipal Code, each of the Petitions will be referred to the Planning Commission for review and comment.
- IV. **FISCAL IMPACTS:** Approving the Resolutions will not have any direct fiscal impact on the City as it only states that the Petitions meet statutory content requirements for an annexation petition and sets the date for the Eligibility Hearing.
- V. **LEGAL ISSUES:** None.
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A
- VII. **NEXT STEPS:** Staff will complete all necessary public notification regarding the proposed annexations. If City Council approves Resolution Nos. 13-14 and 13-15, a hearing will be scheduled before the Planning Commission on September 4, 2013. The First Reading of the Annexation Ordinances will be scheduled before City Council on Tuesday, September 17, 2013. Second Reading of the Annexation Ordinances will be scheduled on Tuesday, October 1, 2013, to follow the completion of the Eligibility Hearing.

**CITY OF CENTRAL, COLORADO  
RESOLUTION NO. 13-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,  
COLORADO ACCEPTING AN ANNEXATION PETITION, MAKING CERTAIN  
FINDINGS OF FACT, FINDING SUBSTANTIAL COMPLIANCE FOR SUCH  
PETITION, AND SETTING A PUBLIC HEARING FOR PROPERTY KNOWN AS THE  
IOWA LODE MINING CLAIM ANNEXATION**

WHEREAS, the City Council of the City of Central, Colorado has received and examined the filings and the Petition for Annexation of certain real estate more fully described in said petition and in Exhibit 1 attached hereto (the "Property"); and

WHEREAS, the Property is generally known as the Iowa Lode Mining Claim; and

WHEREAS, said Petition for Annexation has been filed of record with the City Clerk of the City of Central, and

WHEREAS, the City Council finds as follows:

1. That such petition contains the following:
  - (a) An allegation that the requirements of C.R.S. § 31-12-104 and 31-12-105 exist or are met.
  - (b) An allegation that the signers of the petition comprise more than fifty percent (50%) of all of the landowners of the area proposed to be annexed and own more than fifty percent (50%) of the area proposed to be annexed, exclusive of streets and alleys.
  - (c) A request that the City of Central approve the annexation of the Property.
  - (d) The signatures of the landowner(s) that executed the petition.
  - (e) The mailing address(es) of such landowner(s).
  - (f) The legal description of the land owned by each signer.
  - (g) The date of signing of each signature.
  - (h) The affidavits of the circulators of the petition; stating that each signature therein is the signature of the person whose name it purports to be.
  
2. That four (4) copies of an annexation map have been submitted to the City with the petition, and that said annexation map contains the following information:
  - (a) A written legal description of the boundaries of the Property proposed to be annexed.
  - (b) A map showing the boundary of the Property proposed to be annexed.
  - (c) Within the map, the boundaries and the plat numbers of plots or of lots and blocks.
  - (d) Next to the boundary of the Property proposed to be annexed is drawn the contiguous boundary of the City of Central.

3. That no signatures on the petition are dated more than one hundred eighty (180) days prior to the date of filing of the Petition for Annexation with the City Clerk of the City of Central, State of Colorado.

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

**Section 1.** That the foregoing recitals and findings are incorporated herein as findings and conclusions of the City Council.

**Section 2.** That the Petition for Annexation to the City of Central of the Property commonly referred to as the "Iowa Lode Mining Claim Annexation" and which Petition is dated July 31, 2013, and which was filed with the City Clerk of the City of Central on August 12, 2013, substantially complies with the requirements of C.R.S. § 31-12-107(1).

**Section 3.** No election is required under C.R.S. § 31-12-107(2).

**Section 4.** No additional terms and conditions are to be imposed except as provided in the Petition for Annexation, which are not to be considered additional terms and conditions within the meaning of C.R.S. § 31-12-112.

**Section 5.** That a public hearing shall be held on Tuesday, the 1<sup>st</sup> day of October, 2013 at 7:00 p.m. at City Hall, 141 Nevada Street, Central City, Colorado for the purpose of determining and finding whether the proposed annexation complies with section 30 of article II of the Colorado Constitution and the applicable provisions of C.R.S. §§ 31-12-104 and 31-12-105.

**Section 6.** Any person may appear at such hearing and present evidence pertaining to the eligibility of the proposed annexation of the Property.

**Section 7.** **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 20<sup>th</sup> DAY OF AUGUST, 2013.

**CITY OF CENTRAL, COLORADO**

By: \_\_\_\_\_  
Ronald E. Engels, Mayor

**ATTEST:**

**APPROVED TO FORM:**

By: \_\_\_\_\_  
Reba Bechtel, City Clerk

By: \_\_\_\_\_  
Marcus A. McAskin, City Attorney

## **EXHIBIT 1**

### **PROPERTY DESCRIPTION**

The Iowa Lode Mining Claim, U.S. Mineral Survey No. 4839, described in U.S. Patent recorded May 22, 1991 in Book 512 at Page 171, Excepting therefrom any portion in conflict with Survey No. 261 (Central City Townsite) as excepted in said Patent, County of Gilpin, State of Colorado.

also known by street and number as **vacant land, Central City, Colorado**

(the "Subject Property").

The Subject Property consists of 4.81 acres more or less and is shown on the annexation map attached to the Petition on file with the City Clerk.

**CITY OF CENTRAL, COLORADO  
RESOLUTION NO. 13-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,  
COLORADO ACCEPTING AN ANNEXATION PETITION, MAKING CERTAIN  
FINDINGS OF FACT, FINDING SUBSTANTIAL COMPLIANCE FOR SUCH  
PETITION, AND SETTING A PUBLIC HEARING FOR PROPERTY KNOWN AS THE  
PROSPECTOR'S RUN – BLM TRANSFER PROPERTY ANNEXATION**

WHEREAS, the City Council of the City of Central, Colorado has received and examined the filings and the Petition for Annexation of certain real estate more fully described in said petition and in **Exhibit 1** attached hereto (the "Property"); and

WHEREAS, the Property is generally known as the Prospector's Run – BLM Transfer Property Annexation; and

WHEREAS, said Petition for Annexation has been filed of record with the City Clerk of the City of Central, and

WHEREAS, the City Council finds as follows:

1. That such petition contains the following:
  - (a) An allegation that the requirements of C.R.S. § 31-12-104 and 31-12-105 exist or are met.
  - (b) An allegation that the signers of the petition comprise more than fifty percent (50%) of all of the landowners of the area proposed to be annexed and own more than fifty percent (50%) of the area proposed to be annexed, exclusive of streets and alleys.
  - (c) A request that the City of Central approve the annexation of the Property.
  - (d) The signatures of the landowner(s) that executed the petition.
  - (e) The mailing address(es) of such landowner(s).
  - (f) The legal description of the land owned by each signer.
  - (g) The date of signing of each signature.
  - (h) The affidavits of the circulators of the petition; stating that each signature therein is the signature of the person whose name it purports to be.
  
2. That four (4) copies of an annexation map have been submitted to the City with the petition, and that said annexation map contains the following information:
  - (a) A written legal description of the boundaries of the Property proposed to be annexed.
  - (b) A map showing the boundary of the Property proposed to be annexed.
  - (c) Within the map, the boundaries and the plat numbers of plots or of lots and blocks.
  - (d) Next to the boundary of the Property proposed to be annexed is drawn the

contiguous boundary of the City of Central.

3. That no signatures on the petition are dated more than one hundred eighty (180) days prior to the date of filing of the Petition for Annexation with the City Clerk of the City of Central, State of Colorado.

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

**Section 1.** That the foregoing recitals and findings are incorporated herein as findings and conclusions of the City Council.

**Section 2.** That the Petition for Annexation to the City of Central of the Property commonly referred to as the “Prospector’s Run – BLM Transfer Property Annexation” and which Petition is dated August 13, 2013, and which was filed with the City Clerk of the City of Central on August 13, 2013, substantially complies with the requirements of C.R.S. § 31-12-107(1).

**Section 3.** No election is required under C.R.S. § 31-12-107(2).

**Section 4.** No additional terms and conditions are to be imposed except as provided in the Petition for Annexation, which are not to be considered additional terms and conditions within the meaning of C.R.S. § 31-12-112.

**Section 5.** That a public hearing shall be held on Tuesday, the 1<sup>st</sup> day of October, 2013 at 7:00 p.m. at City Hall, 141 Nevada Street, Central City, Colorado for the purpose of determining and finding whether the proposed annexation complies with section 30 of article II of the Colorado Constitution and the applicable provisions of C.R.S. §§ 31-12-104 and 31-12-105.

**Section 6.** Any person may appear at such hearing and present evidence pertaining to the eligibility of the proposed annexation of the Property.

**Section 7.** **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 20<sup>th</sup> DAY OF August, 2013.

**CITY OF CENTRAL, COLORADO**

By: \_\_\_\_\_  
Ronald E. Engels, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Reba Bechtel, City Clerk

**APPROVED TO FORM:**

By: \_\_\_\_\_  
Marcus A. McAskin, City Attorney

## **EXHIBIT 1**

### **PROPERTY DESCRIPTION**

Sixth Principal Meridian, Colorado,  
T.3 S., R. 73 W.,  
Section 11, Lots 26 and 29

As more particularly described in that certain Patent dated January 27, 2010 and recorded February 4, 2010 at Reception No. 140921 in the real property records of Gilpin County, Colorado, containing 4,400 square feet, more or less

(the "Subject Property").

The Subject Property consists of 4,400 square feet more or less (0.10 acres) and is shown on the annexation map attached to the Petition on file with the City Clerk.



# AGENDA ITEM #12

## CITY COUNCIL COMMUNICATION FORM

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**FROM:** Shawn Griffith

**DATE:** August 20, 2013

**ITEM:** Request approval for Resolution 13-16:

**NEXT STEP:** Council Motion

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ORDINANCE  
 MOTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** The Water Department is requesting that Council enter into an IGA with BHCC Sanitation District to share some of the common expenses. The expenses would include, road paving, traffic control, as-builts, and final surveying.
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution 13-16 with the IGA as presented in the attachment.
- III. **FISCAL IMPACTS:** Splitting shared cost with the BHCCSD for the commonalities in the project
- IV. **BACKGROUND INFORMATION:** During the Main St project Council passed a similar resolution that resulted in shared costs. This IGA would provide for the same conditions and result in a direct savings to Central City. The exact amount will be determined by the final bid numbers
- 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 resolution and IGA.
  2. Move to deny the resolution and IGA.



**CITY OF CENTRAL, COLORADO  
RESOLUTION NO. 13-16**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE CITY OF CENTRAL AND BLACK  
HAWK CENTRAL CITY SANITATION DISTRICT REGARDING THE  
SHARING OF COSTS ON THE LAWRENCE STREET PROJECT**

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

WHEREAS, the City desires to undertake certain repairs to the water line serving residences in the vicinity of Lawrence Street, to be known as the Lawrence Street Project (the "Project"); and

WHEREAS, the City prepared bid documents for the Project including a Project Manual dated July 30, 2013 and prepared by the City's Engineer, JVA Inc. (the "Bid Documents"); and

WHEREAS, the City presently intends on entering into a construction contract with the lowest responsible bidder following a review and recommendation of the bids following the bid closing date of August 23, 2013; and

WHEREAS, a portion of the Project as described in the Bid Documents includes work to replace a sanitary sewer line that is owned and operated by the Black Hawk/Central City Sanitation District (the "District"); and

WHEREAS, the City and the District desire to enter into an Intergovernmental Agreement for the Project (the "Project IGA") in order to set forth the respective funding obligations of the parties; and

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

WHEREAS, the City and the District have agreed upon the terms of the Project IGA; and

WHEREAS, the respective funding obligations of the parties will be inserted into the Project IGA following the date on which the City's Engineer has made a recommendation of the contractor(s) to be awarded the work described in the Bid Documents and the City has reviewed such recommendation and has conditionally accepted a bid for the completion of the Project; and

WHEREAS, the City and District are authorized to contract with one another pursuant to Section 29-1-201, *et seq.*, C.R.S., and Article XIV, Section 18(2)(a) of the Colorado Constitution.

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

**Section 1.** The City Council hereby (a) approves the Project IGA, in substantially the form attached hereto as **Exhibit A**, on the condition that the respective financial obligations of the City and the District shall be inserted into the Project IGA following the date on which the City has conditionally accepted a bid for the completion of the Project; (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Project IGA as may be appropriate that do not substantially increase the obligations of the City, and (c) authorizes the Mayor or City Manager to execute the same on behalf of the City with the approval of the City Attorney.

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

ADOPTED THIS 20<sup>th</sup> DAY OF AUGUST, 2013.

**CITY OF CENTRAL, COLORADO**

By: \_\_\_\_\_  
Ronald E. Engels, Mayor

**ATTEST:**

**APPROVED TO FORM:**

By: \_\_\_\_\_  
Reba Bechtel, City Clerk

By: \_\_\_\_\_  
Marcus A. McAskin, City Attorney

Resolution Exhibits:

**Exhibit A** – IGA Regarding the Lawrence Street Project

**INTERGOVERNMENTAL AGREEMENT**  
**Lawrence Street Project**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of August, 2013, (the “Effective Date”) by and between THE CITY OF CENTRAL, a home rule municipal corporation (“Central City”) and the BLACK HAWK/CENTRAL CITY SANITATION DISTRICT, a Title 32 special district and political subdivision of the State of Colorado (“District”), collectively referred to herein as the “Parties.”

**Recitals**

WHEREAS, Central City desires to undertake certain repairs to the water line serving residences in the vicinity of Lawrence Street to be known as the Lawrence Street Project (the “Project”); and

WHEREAS, Central City prepared bid documents (“Bid Documents”) and bid a construction contract for the construction of the Project; and

WHEREAS, the City has conditionally accepted the bid of \_\_\_\_\_ in an amount not to exceed DOLLARS WRITTEN (\$NUMERIC) to complete the Project, subject to negotiation and approval of a contract; and

WHEREAS, a portion of the Project includes work to replace a sanitary sewer line that is owned and operated by the District; and

WHEREAS, the District has agreed to reimburse the City in the amount of DOLLARS WRITTEN (\$NUMERIC) for that portion of the scope of work related to the removal and replacement of sanitation facilities, referred to as SANITARY SEWER LINE IMPROVEMENTS and a portion of COMMON SITE WORK in the Bid Documents (“District’s Project Scope”); and

WHEREAS, the Parties are authorized to contract with one another pursuant to Section 29-1-201, *et seq.*, C.R.S., and Article XIV, Section 18(2)(a) of the Colorado Constitution:

**Terms and Conditions**

**NOW THEREFORE**, in consideration of the compensation specified herein, the premises, the mutual promises of the Parties, and the mutual benefits to be gained by performance, it is agreed as follows:

**1. Central City Responsibilities.**

- A. Engineering and Design Services.** The City is responsible for the design of the curb, gutter, paving and street improvements elements of the Project and has engaged an engineer to design such elements and prepare construction plans for the City’s street improvements (“City Construction Plans”).

- B. Construction Contract.** The City intends to negotiate with CONTRACTOR (“Contractor”) to enter into a construction contract (“Construction Contract”) for the construction of the Project, inclusive of the District’s Project Scope. The City shall require a two year warranty period for the Sanitary Sewer Work from the Contractor and shall incorporate such requirement in the Construction Contract. The City shall provide the District with a fully executed copy of the Construction Contract for purposes of reference and information; however, the District shall not be a third party beneficiary under the terms of the Construction Contract.
- C. Completion of Project.** Upon award of the contract, the City shall proceed to cause the Project to be completed in accordance with the approved District and City Construction Plans and specifications. All payments to the Contractor shall be subject to withholding for retention in accordance with law.
- D. Project Representative.** Central City shall designate SHAWN GRIFFITH as the City’s Representative who shall serve as liaison with the Contractor and the District to coordinate the Sanitary Sewer Work as it relates to the Project.

2. **District Responsibilities.**

- A. Approval of Plans.** The District has approved the Construction Plans and determined that they are consistent with the District’s Minimum Design Criteria/Standards for Construction of Sanitary Sewer Facilities as adopted by the District on December 19, 2011. The District agrees with the notes, terms and conditions set forth in the Construction Plans and obligations of the District set forth therein.
- B. Observation of Work.** The District shall be responsible for conducting on-site observations of the work of the District’s Project Scope within the time periods provided under the Construction Contract. The District shall report to the City’s Representative whenever the District believes that any Sanitary Sewer Work is unsatisfactory, faulty or defective or does not conform to the Construction Plans, or does not meet the requirements of any inspection, test or approvals required to be made.
- C. Inspection of Work.** The District shall conduct inspections for substantial completion and final completion of the Sanitary Sewer Work in order for the City to issue certificates of substantial and final completion for the Project. The District shall provide Contractor and City Representative with punch list items and warranty period walk through inspection in coordination with the City.
- D. Final Acceptance.** The District shall be authorized to issue “final acceptance” of the Sanitary Sewer Work and improvements. The District shall not issue final acceptance of the Sanitary Sewer Work until it has consulted with and received concurrence from the City’s Representative.

**E. Stop Work Orders.** The District is authorized to issue stop work orders relating to the Sanitary Sewer Work subject to prior notice and consultation with the City's Representative.

**F. Payment of Construction Costs.** The District has agreed to and shall pay Central City DOLLARS WRITTEN (\$NUMERIC) for the District's Project Scope ("District's Share"), as set forth in the Bid Documents.

**3. Term.** The Agreement shall commence on the Effective Date but in no event later than August 26, 2013 and shall terminate upon written notice by either Party.

**4. Payment.** Prior to the City issuing a notice to proceed to the Contractor, the District shall pay the District's Share of the Project to the City. The City shall deposit the funds received from the District, along with the City's share of the Project costs into a separate sub-account (the "Project Account"), and shall thereafter keep separate accounting records of all transfers into and out of the Project Account. No notice to proceed shall be given by the City to the Contractor until the Project Account has been fully funded by the Parties.

All payments to the Contractor shall be subject to withholding for retention in accordance with law, and shall be made in accordance with work performed to the satisfaction of City. Field orders not resulting in an increase in the Contract price or contract time may be processed by City without prior approval by, but with notice to the District. The District must approve in writing any change orders which increase the District's Share. Such approval shall not be unreasonably withheld and the District shall promptly respond to any request from the City for approval of a field order change. Concurrently with the approval of any change order which increases the District's Project costs, the District shall immediately cause its respective share of the Project cost increase to be deposited into the Project Account. In the event of change orders which reduce the District's Share, the City shall refund to the District an amount equivalent to such reduction in the District's Share no later than the date on which the City makes final payment to the Contractor. The City shall not make its final payment to the Contractor prior to publishing a Notice of Final Payment in The Weekly Register Call, or other paper of general circulation within Gilpin County, Colorado.

**5. Appropriation.** The City and District have budgeted and appropriated their respective shares of the Project costs, and hereby expressly acknowledge and agree that the funds are available for such purpose as of the date of execution of this Agreement.

**6. Failure to Provide Funds/Termination.** The funding obligation of the Parties is, in addition to the other limitations contained in this Agreement, expressly conditioned upon annual budget and appropriation by each party. In the event that one of the Parties fails to either appropriate funds, or fund its respective obligations hereunder by the date prescribed, the other Party shall be entitled to terminate this Agreement without liability or obligation to the other Party. Notwithstanding the foregoing, in the event any Notice to Proceed has been issued as provided in this Agreement with respect to the Project hereunder, then the obligation of the Parties to fund amounts required for the completion of the Project shall be enforceable in accordance with any legal remedies available at law or in equity.

7. **Indemnification.** To the extent authorized by law, the parties shall indemnify one another, save and hold harmless the parties including their employees, volunteers, attorneys, contractors, and agents (collectively hereinafter, the “Parties Entities”) against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of the parties or its employees, agents, subcontractors or assignees arising out of or related to the parties services under this Agreement. The parties will be solely and entirely responsible for its acts and the acts of its agents, employees and servants during the performance of this Agreement.

8. **Insurance.**

Each party agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by it pursuant to this Agreement. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the parties. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

9. **Miscellaneous.**

a) **Governing Law and Jurisdiction.** This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Colorado, and the Parties agree that the venue and jurisdiction over any claim arising from this Agreement shall lie in the District Court of Gilpin County.

b) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their successors, assigns, and legal representatives.

c) **Third Party Beneficiary.** It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain any claim under this Agreement. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by law.

d) **Entire Agreement; Amendments.** This Agreement, including its exhibits, contains the entire understanding of the Parties with respect to this subject matter. This Agreement supersedes all prior agreements and understandings between the Parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by the Parties or their respective successors or assigns.

e) **Notice and Communications.** Any notice pursuant to the terms and conditions of this Agreement shall be in writing and delivered personally, or sent by certified mail, return receipt requested, or sent by a recognized overnight mail or courier services, with delivery receipt requested, to the following addresses (or to such other address as may from time to time be specified in writing by the Parties):

If to the City:

City of Central  
Attn: City Manager  
141 Nevada Street  
PO Box 249  
Central City, CO.

With a copy to:

City Attorney  
City of Central  
Widner, Michow & Cox, LLP  
13133 East Arapahoe Road, Suite 100  
Centennial, CO 80112

If to District:

Lynn Hillary  
District Administrator  
135 Clear Creek St.  
P.O. Box 362  
Black Hawk, CO. 80422

With a copy to:

Kim J. Seter  
Seter & Vander Wall, PC  
7400 E. Orchard Road  
Suite 3300  
Greenwood Village, CO. 80111

Notices shall be effective when received by the party to whom addressed.

f) Binding Representative. In regard to change orders, the City designates the City Manager or his designee as its representative with power to bind the City.

g) Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such litigation, arbitration or other proceeding shall be entitled to obtain as part of its judgment or award its costs and reasonable attorneys' fees.

h) Force Majeure. Wherever there is provided in this Agreement a time limitation for performance by the Parties for any obligations related to construction, the time provided for

shall be extended for as long as and to the extent that the delay is due to an act of God, strikes, labor disputes, inability to obtain labor or materials or reasonable substitutes therefor, fire or other casualty and other causes beyond the control of the Parties.

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

j) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which will be legal, valid and enforceable.

k) Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the City or District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

l) Police Power. Nothing herein shall be construed to be a waiver by any party hereto of their respective police power.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, effective as of the day and year first above written.

**CITY OF CENTRAL CITY**

By: \_\_\_\_\_  
Ronald E. Engels, Mayor

ATTEST:

\_\_\_\_\_  
Reba Bechtel, City Clerk

**BLACK HAWK/CENTRAL CITY SANITATION DISTRICT**

By \_\_\_\_\_  
Name: David Spellman  
Title: Chairman

ATTEST:

\_\_\_\_\_



## AGENDA ITEM #13

### CITY COUNCIL COMMUNICATION FORM

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**FROM:** Joe Braccio

**DATE:** August 20, 2013

**ITEM:** Agreement for Snow Removal Services

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

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ORDINANCE  
 MOTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** In January of 2010 the City entered into an Agreement with the Prospectors Run Homeowners Association (HOA) regarding snow removal on Mack Road for the period of January 1, 2010 through May 31, 2010. The HOA agreed to provide snow removal services for Mack Road at a cost to the City of \$800 per month. This Agreement was originally entered into in order to help mitigate any possible effects that the City's sand/salt ice mixture was having on Mack Road as it is not asphalt. The agreement has been renewed three subsequent times most recently for the 2012-2013 winter season.
- The attached Agreement is for a continuation of the same services during the 2013-2014 snow season with a time period of October 1, 2013 through April 30, 2014. The total contract amount is for Five Thousand Six Hundred Dollars (\$5,600), or Eight Hundred Dollars (\$800) per month.
- II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion to approve the Agreement for Snow Removal Services for the 2013-2014 winter season.
- III. **FISCAL IMPACTS:** As stated above, the total amount of the Agreement is for \$5,600, or \$800 per month. This amount is reflected in the City's adopted 2013 Budget and the 2014 Proposed Budget in the Public Works Department.

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

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

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

VII. **SUMMARY AND ALTERNATIVES:**

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

## **AGREEMENT FOR SNOW REMOVAL SERVICES**

This Agreement for Snow Removal Services ("Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013 is entered into by and between the City of Central ("City) and the Prospectors Run Homeowners Association ("HOA"). The City and the HOA may each be referred to as a "Party" or collectively as the "Parties."

**WHEREAS**, the City desires to engage the services of the HOA for preparation and snow removal, as such services are more particularly described herein, located within the City as a publicly dedicated right-of-way and known as "Mack Road" for the 2013-2014 winter season; and

**WHEREAS**, the HOA desires to provide such services;

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

### **A. Scope of Work**

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

#### Winter Snow Removal:

1. Provide snow and ice removal using a snowplow, loader, bobcat and/or hand shovel as needed, but at a minimum when three or more inches has accumulated on Mack Road, for approximately 574 linear feet. The current condition of Mack Road is depicted in Exhibit A, and allows two parallel lanes of travel. Said snow and ice removal will maintain Mack Road, at a minimum, in the condition shown in Exhibit A to allow two-way traffic on Mack Road;
2. Both parties mutually agree that extreme conditions may exist at times although the HOA will do everything feasible to insure snow and ice removal without putting contractors or residents in danger;
3. The HOA will provide prompt written notice to the City Manager (within 24 hours) of any damage to Mack Road caused by or arising from the Services performed hereunder;
4. The HOA will provide and lay concrete sand on Mack Road as needed;
5. The HOA will provide proof of insurance, attached hereto and made a part of this Agreement as Exhibit B, endorsed to include the City as a certificate holder. The HOA

shall continuously maintain, or require its contractors or subcontractors to maintain, as applicable, during the term of this Agreement insurance of the kind and in the minimum amounts specified as follows:

- a. Worker's compensation insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.
- b. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of One Million Dollars (\$1,000,000.00) aggregate.

## **B. Term**

The Services pursuant to this Agreement shall commence on October 1, 2013, and conclude on April 30, 2014.

## **C. Payment**

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

## **D. Notice.**

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

If to the City:

Alan D. Lanning  
City Manager  
P.O. Box 249  
Central City, CO 80427  
[manager@centralcitycolorado.us](mailto:manager@centralcitycolorado.us)  
phone: (303) 582-5251  
fax: (303) 582-5210

With a copy to:

Marcus McAskin  
City Attorney  
13133 E. Arapahoe Road, Suite 100  
Centennial, CO 80112  
mmcaskin@wmcattorneys.com  
phone: (303) 754-3399  
fax: (303) 754-3395

If to the HOA:

Prospectors Run Homeowners Association  
Mark Sarna, Secretary  
PO Box 156  
Central City, CO 80427  
hoa@prospectorsrun.com  
phone: (303)339-2281  
fax: (303) 582-0288

with a copy to:

Mark K. Payne  
HOA Attorney  
Winzenburg, Leff, Purvis & Payne, LLP  
1660 Lincoln Street, Suite #1550  
Denver, CO 80264  
mpayne@wlpplaw.com  
phone: (303) 863-1870  
fax: (303) 863-1872

#### **E. Insurance and Indemnification.**

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

**F. Miscellaneous.**

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

*[signature blocks to follow]*

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

CITY OF CENTRAL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

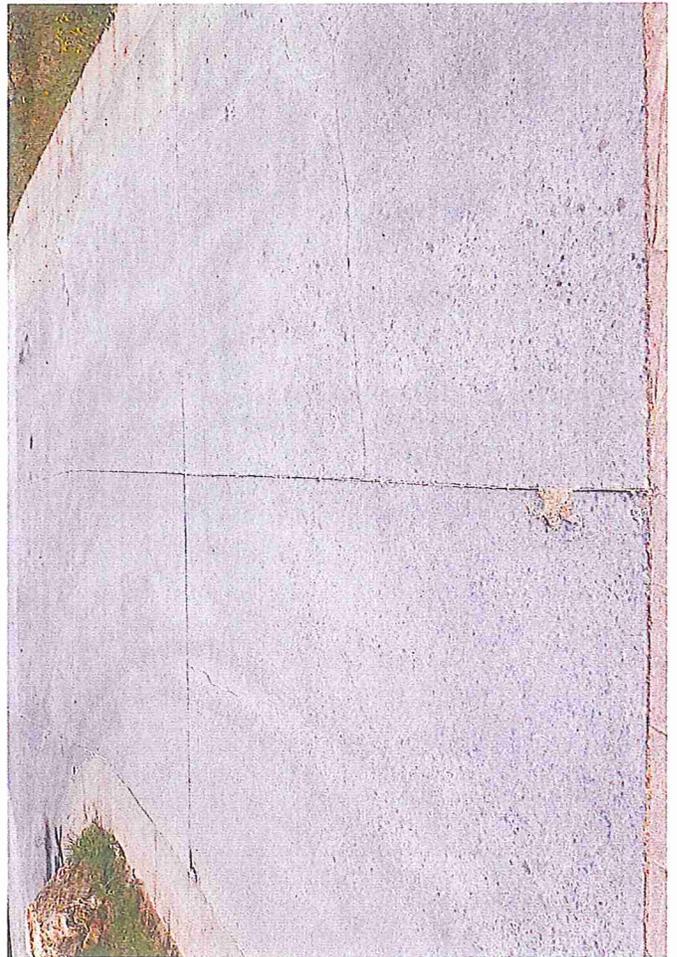
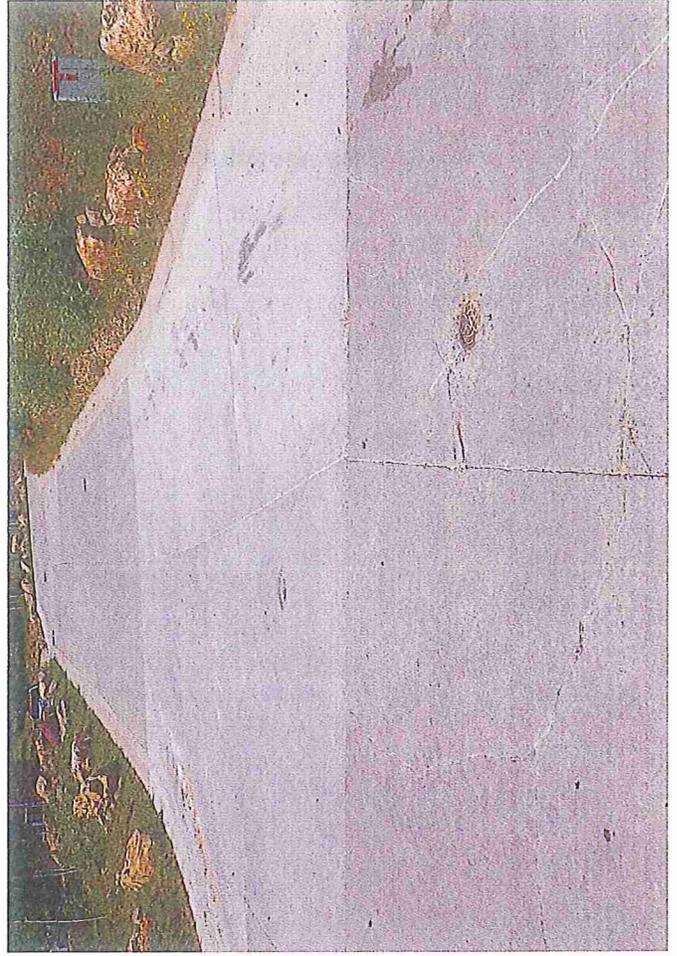
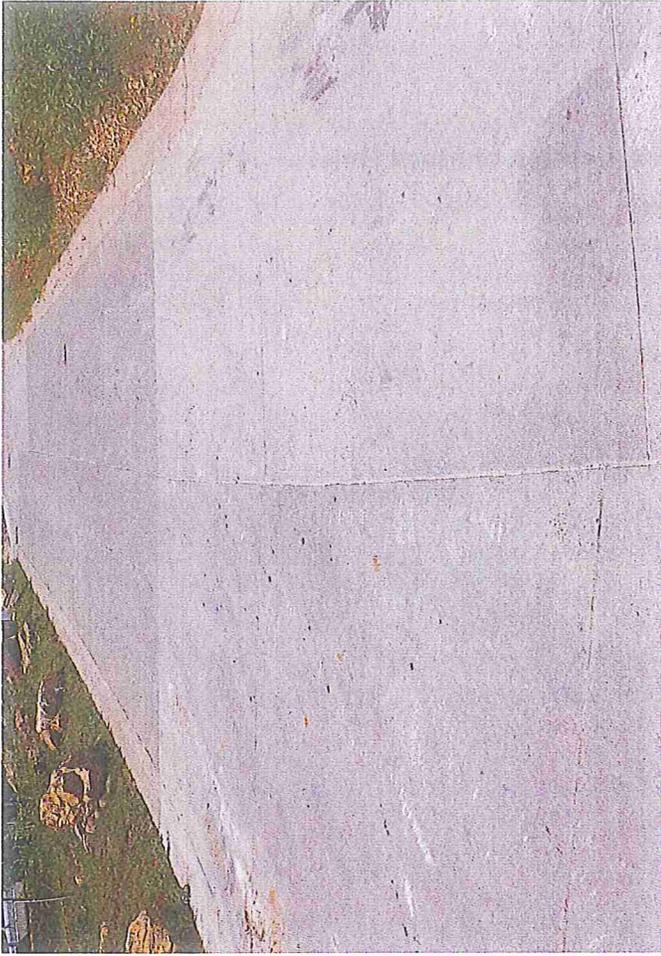
PROSPECTORS RUN HOMEOWNERS  
ASSOCIATION

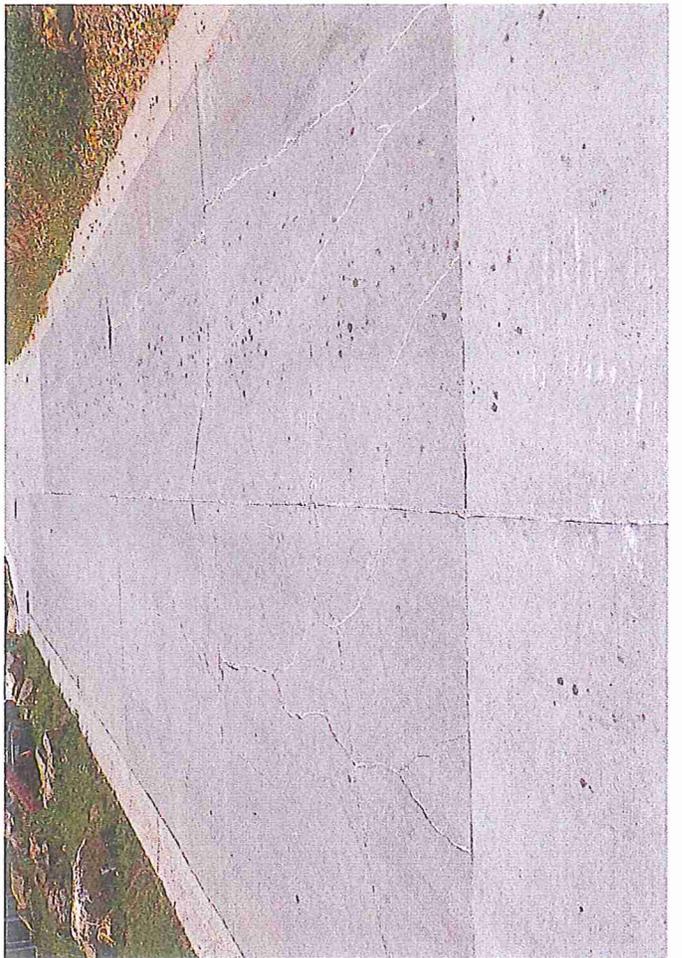
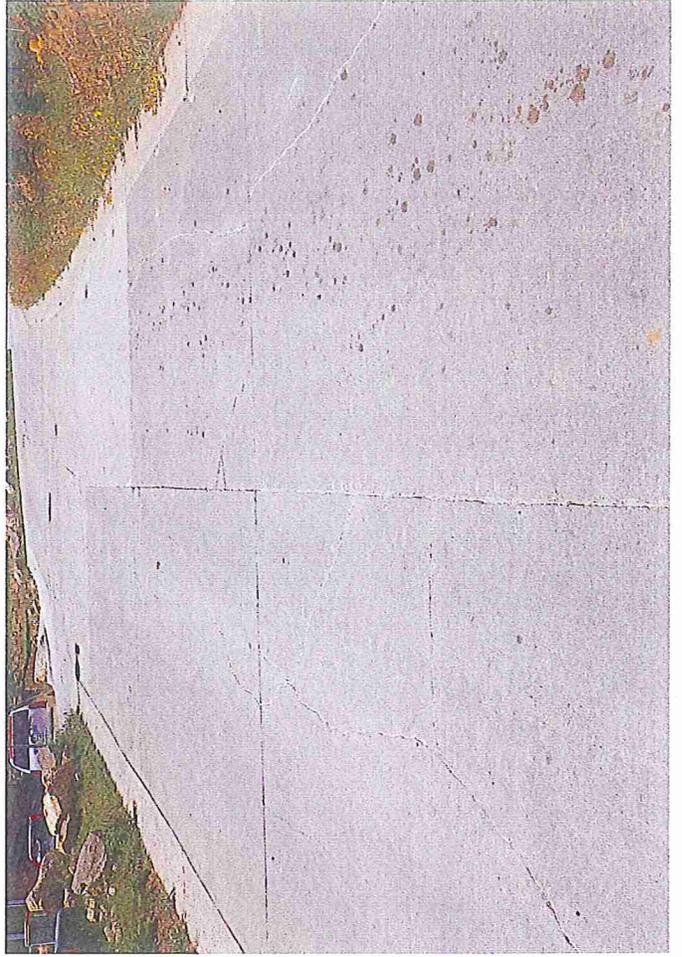
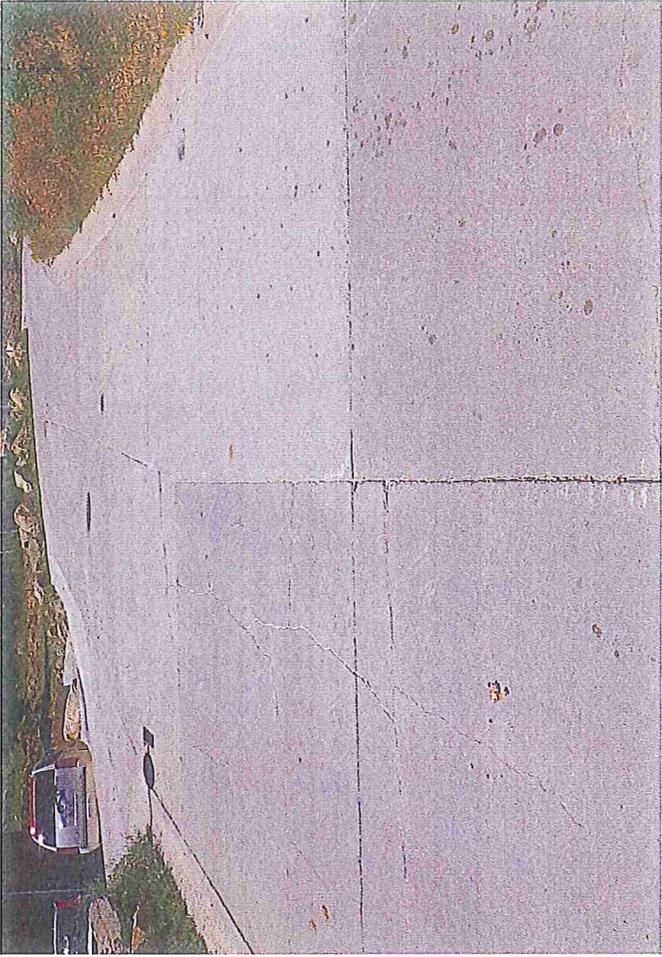
By: \_\_\_\_\_

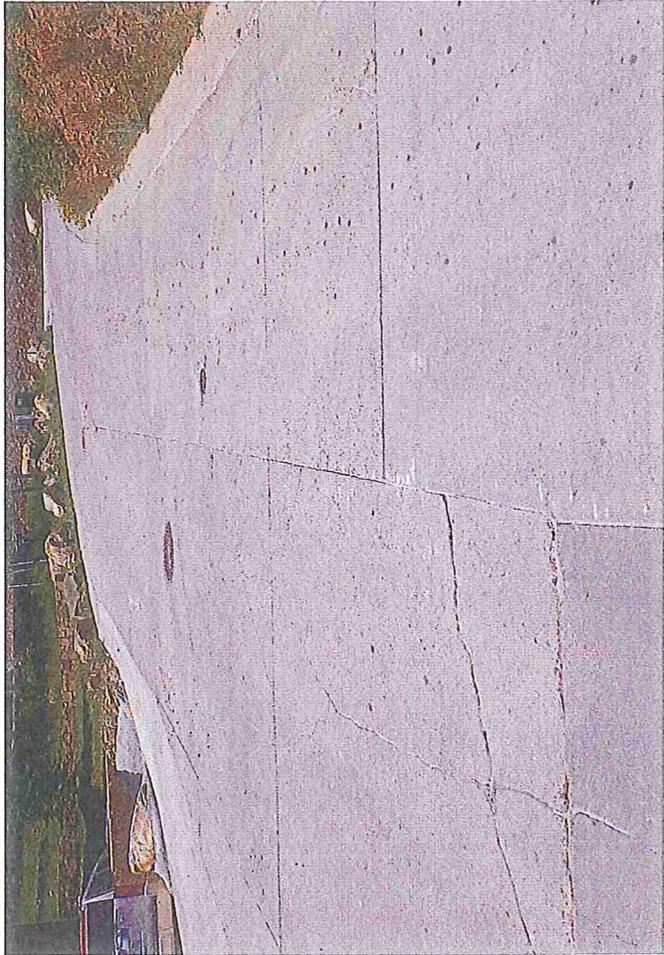
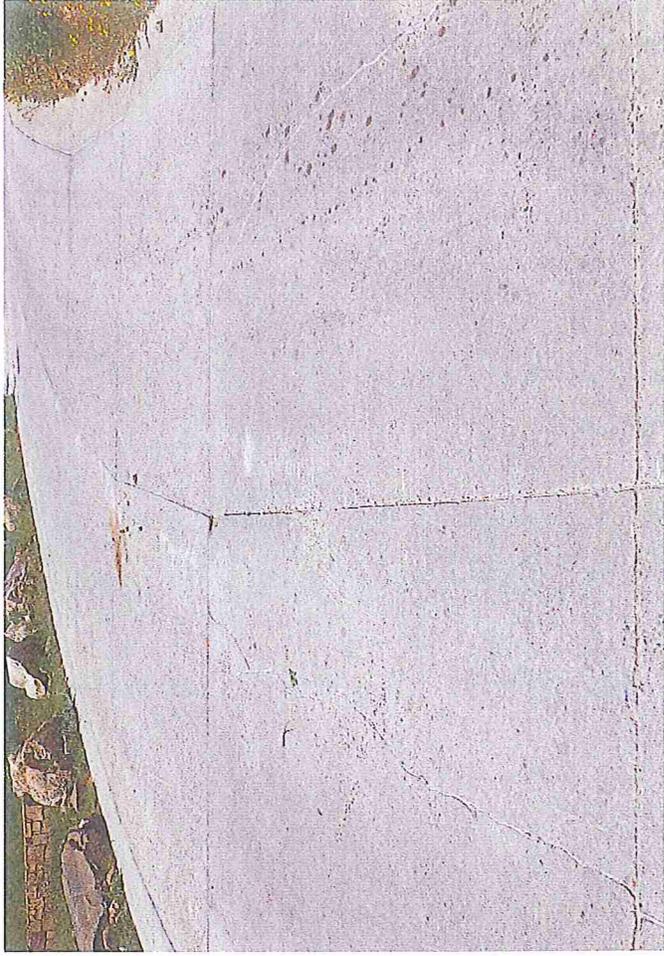
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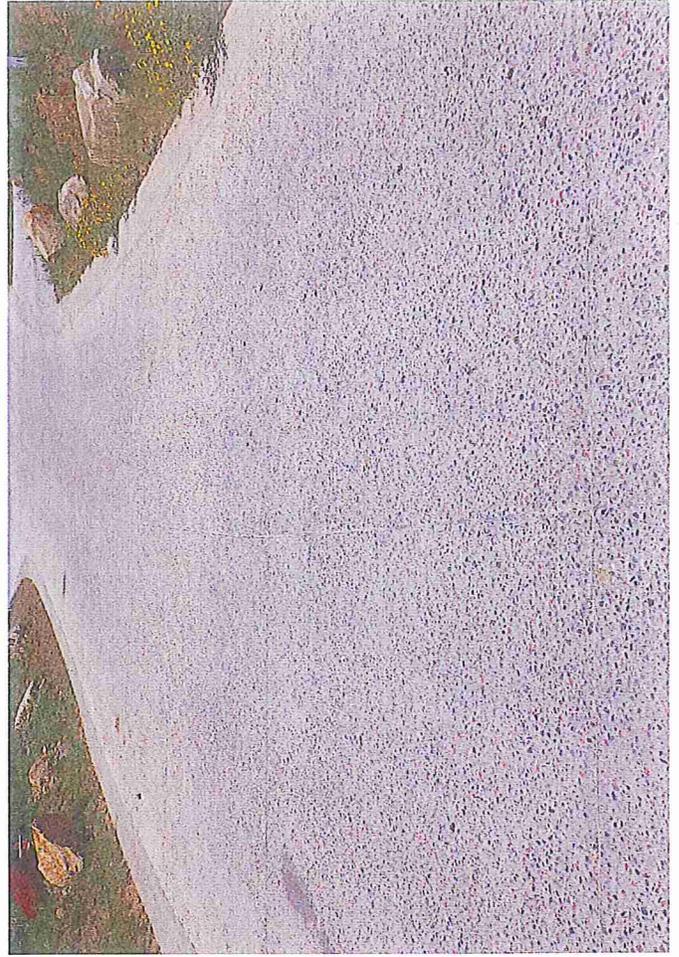
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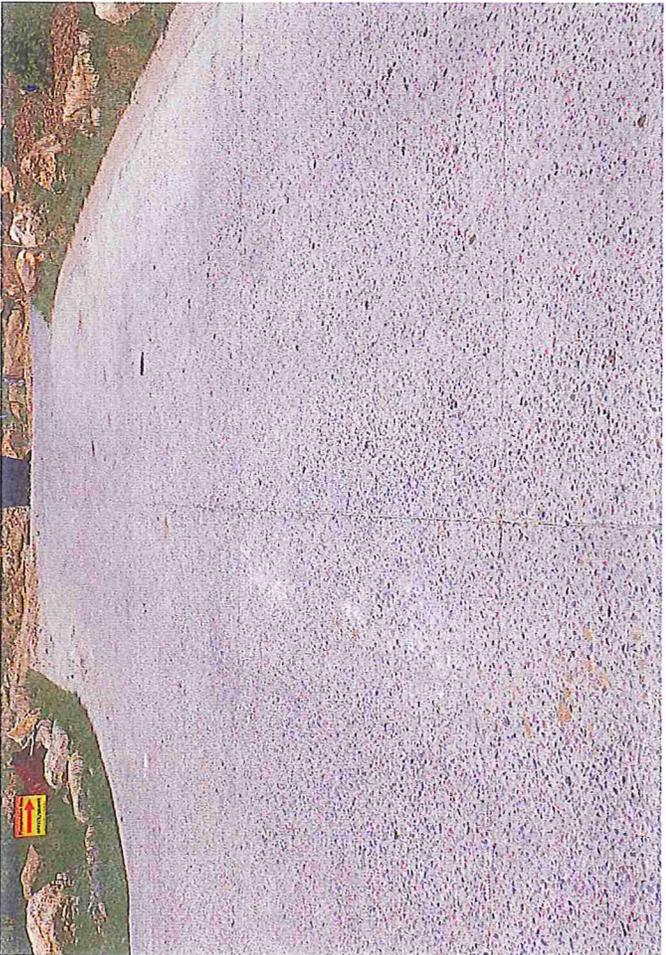
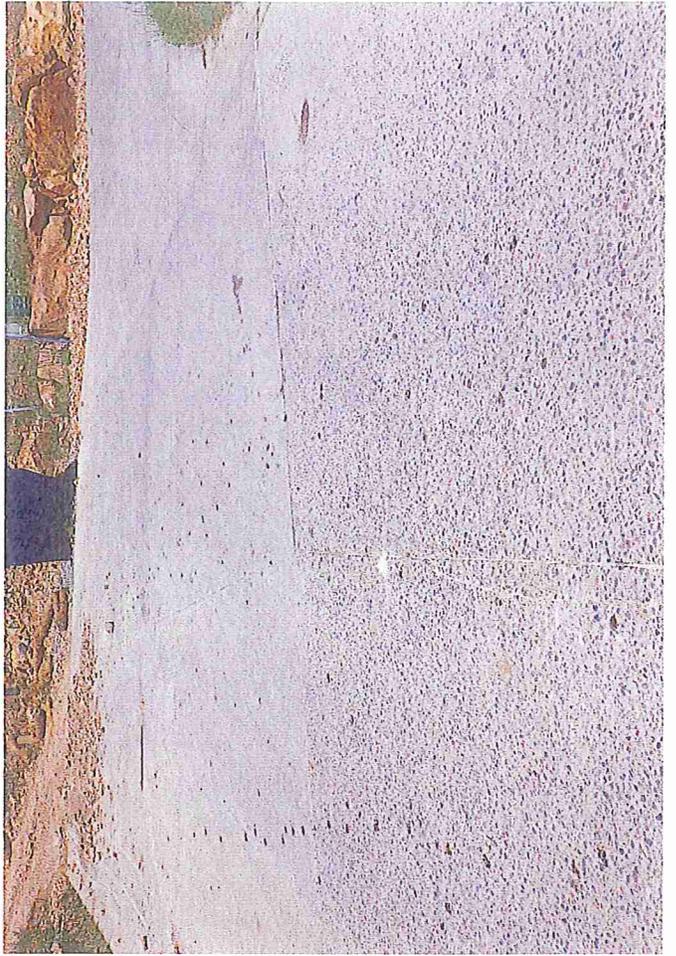
**EXHIBIT A**  
**Photographs Depicting Current Condition of Mack Road**











**EXHIBIT B**

**Insurance and Indemnification**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KSM

DATE (MM/DD/YYYY)

07/31/2013

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

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

<b>PRODUCER</b> Madison Insurance Group 425 S. Cherry St, #420 Denver, CO 80246 Craig Allegrezza		Phone: 303-322-0800 Fax: 303-322-0874	<b>CONTACT NAME:</b> Stacey Neff <b>PHONE (A/C, No, Ext):</b> 303-785-9541 <b>FAX (A/C, No):</b> 303-322-0874 <b>E-MAIL ADDRESS:</b> sneff@madisoninsurance.net <b>PRODUCER CUSTOMER ID #:</b> PROSP-2
<b>INSURED</b> Prospector's Run Homeowner Association P O Box 156 Central City, CO 80427		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> St Paul Travelers	
		<b>INSURER B :</b> Travelers Ins Co	
		<b>INSURER C :</b> Pinnacol Assurance Company	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1

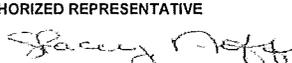
REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			6804603N338ACJ08	03/03/2013	03/03/2014	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		X				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
B	AUTOMOBILE LIABILITY			6804603N338ACJ08	03/03/2013	03/03/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$				
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4140387	06/01/2013	03/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of Central City is named as Additional Insured as respects General Liability to Named Insured ATIMA

**CERTIFICATE HOLDER****CANCELLATION**

City of Central City PO Box 249 Central City, CO 80427	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# Agenda Item # 14



## THE VOICE OF COLORADO'S CITIES AND TOWNS

1144 Sherman Street, Denver, CO 80203 • (p) 303-831-6411 / 866-578-0936 • (f) 303-860-8175 • [www.cml.org](http://www.cml.org)

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To: CML Member Mayors, Managers, and Clerks  
From: Kevin Bommer, Deputy Director  
Date: July 19, 2013  
Subject: Appointment/Reappointment to CML's 2013-2014 Policy Committee

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This memo is being sent to you because it is again time for member municipalities to make appointments to the League's Policy Committee. The Policy Committee is an important part of the policy development process at CML and all members are encouraged to take advantage of the opportunity to be represented. A description of the appointment procedure and the Policy Committee process is below.

### COMMITTEE COMPOSITION AND RESPONSIBILITIES

Each member municipality of CML is entitled to designate one representative to the League's Policy Committee. One alternate may also be designated. (Cities over 100,000 population are entitled to designate two representatives and an alternate) In addition, CML Section chairs are automatically appointed as non-voting members of the Committee.

Appointments to the Policy Committee are made each following the CML Annual Conference in June, and members serve for a one-year period. Marc Williams, CML Board President and Arvada mayor, will appoint a committee chair after members name their representatives to the committee.

The Policy Committee has significant policy development responsibilities. The committee is responsible for reviewing legislative and policy proposals and then recommending specific positions to the CML Executive Board. Prior to each annual conference in June, the Policy Committee may also propose to revisions to the League's Policy Statement that guides League positions on policy issues affecting municipalities.

To ensure time for members to prepare and consider recommendations, the committee will meet twice before the end of 2013. In 2014 the committee will be scheduled to meet during the legislative session as well as prior to the annual conference. Meetings are held in Denver, usually from 10:00 a.m. to early afternoon.

### MEETING DATES

Confirmed dates for the first two meetings are as follows:

- First meeting at CML – Friday, October 18, 10:00 AM.
- Second meeting at CML – Friday, December 6, 10:00 AM.

The meeting held during the 2014 legislative session will be held in conjunction with our CML Legislative Workshop. Based on member feedback over the past couple of years, we are trying to schedule the workshop on a Thursday so the Policy Committee is on the next day. Based on space

availability for the workshop location, the workshop is tentatively scheduled for Thursday, February 13 and the committee meeting would follow on Friday, February 14.

Regardless, a final meeting may be scheduled for mid-May 2014. All 2014 dates will be confirmed in the near future.

### COMMITTEE MEMBERSHIP

A list of the 2012-2013 committee members (as of July 1, 2013) is attached. **Members will carry over, unless CML is provided with the name of a different individual to represent your municipality.** If your municipality is not currently represented but would like a member on the committee, please appoint an official (or two if your municipality is over 100,000 population) who will be willing to take the time and effort to serve. Your representative(s) may be elected, appointed, or an employee. Please e-mail your representative's name, email address, phone number, and title to Dia ([dlovato@cml.org](mailto:dlovato@cml.org)) or call Dia by August 16 at (303) 831-6411 or (866) 578-0936.

### COMMITTEE PROCESS AND YOUR MUNICIPALITY'S ROLE

Each municipality has the opportunity to propose policy positions or proposed legislation to the full committee for consideration. Your policy committee member should be prepared to present consensus proposals from your municipality and will later be asked to represent your municipality in consideration of the proposals of others. The first step in this process is solicitation of proposals from member municipalities.

#### *Legislative/Policy Position Proposals*

Enclosed with this memo is a "Proposal for Legislation or Policy Position" which your municipality may use to submit proposals for specific legislation your municipality (or section) would propose CML initiate or policy positions on specific issues not already specified in the CML 2013-2014 Policy Statement. (The Policy Statement was amended at the CML annual conference and the updated version is online at <http://bit.ly/13-14Policy>) The proposal form may be copied or additional copies can be downloaded at [http://bit.ly/pos\\_req](http://bit.ly/pos_req). Following the instructions on the form, please return one form (and any necessary supporting material) for each proposal.

CML's advocacy staff will compile and organize the proposals. In September, CML will distribute the proposals to each committee member for review and discussion within that member's municipality. Committee members should review proposals with their municipality or constituency and be prepared to discuss and debate proposals on behalf of their respective municipality at the October meeting. CML staff may also submit suggested policy and/or legislative items for the committee's consideration.

At the October meeting, members will present proposals and the committee will discuss each proposal and determine an appropriate action. Staff recommendations will be offered on each proposal for the purpose of providing the committee with additional background information. Further action may be required at subsequent committee meetings, depending on the issue and the recommendation.

In December, the committee may be presented with any additional legislative items that staff believes may be introduced during the 2014 legislative session. The committee will be asked to make final position recommendations to the CML Board.

More details about committee responsibilities will be included in the meeting announcement. If you have any questions about the process, please call or email me at [kbommer@cml.org](mailto:kbommer@cml.org), (303) 831-6411 or (866) 578-0936.

DATE: August 16, 2013  
TO: Alan Lanning, City Manager  
Mayor & Council  
FROM: Shannon Flowers, Finance Director/Treasurer

Following is an update of the Finance Department's activities from Thursday August 1<sup>st</sup> through Thursday August 15<sup>th</sup>.

- Completed July Bank Reconciliation
- Prepared Year End Projections and Financial Report as of July 31, 2013
- Incorporated Updated Year End Projections into 2014 Budget Draft document
- Phone Conference with Finance Clerk, Ben Allen and Casselle regarding quote for Accounting Software
- Completed 2013 Volunteer Firefighter Contribution State Grant Match
- Finalized 2012 Audited Financial Statements, currently being finalized with the auditors and will be presented to Council on September 3, 2013.
- Provided Evergreen National Bank with information for short term loan process
- Attended Water Meeting for Residents
- Reviewed GOCO Grant with City Planner
- Prepared Council Action Form for Mack Road Snow Removal Services
- Filed CIRSA claim for Front End Loader
- Processed Bi-weekly payroll and all associated tax and retirement filings
- Finance Clerk Processed Accounts Payable
- Finance Clerk processed Accounts Receivable and prepared weekly deposits
- Finance Clerk administered Court



## City Clerk's Office

**To:** City Manager Alan Lanning, Mayor Engels, and City Council

**From:** Reba Bechtel, City Clerk

**Date:** August 20, 2013

**Re:** Bi-weekly Report

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- Council minutes and packet prep.
- Assist with building permits/contractors license as the grant deadline was this week. Good to have them moving forward.
- Issued park permits for Russell Park.
- Working on catch up after being away last week,...



**To:** City Manager Alan Lanning, Mayor Engels, and City Council

**From:** Robert Fejeran, City Planner/HPO

**Date:** August 20, 2013

**Re:** Bi-weekly Report

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## Workplan Items Completed

- **Baseline Services** –
  - ***Permitting:***
    - 100% of grants have been permitted (18 of 18)
    - Prospector's Run has started 4 new units.
    - New signage is up for Coer D' Alene / McFarlane Memorial
- **Public Works / Infrastructure** –
  - AT&T facility: Design underway
- **Information Technology** –
  - Emails updated to shorter version (cityofcentral.co)
- **Grants** –
  - GOCO Grant Finalized, received support!
  - CLG Survey grant (due 10/31) survey Reconnaissance
  - Planning Design Grant awarded
  - WQIF Grant awarded, work plan (scope of services) signed
  - Tiger Grant submitted – Crack Seal
  - Noxious weed grant awarded
  - Grant Coordination plan
- **Project Management** –
  - Quartz Hill Reclamation
    - Design complete
    - State found bedrock, contractor to work with City
    - Construction contract bids to be let 9/1
  - Nevada Street Rock Wall Remediation
    - Geotech analysis
    - Temporary support design

## Upcoming Workplan Items

- **Information Technology –**
  - GIS asset management – field data collection (in progress)
  
- **Comprehensive Plan Update –**
  - October/November start date to address elements (economic development, demographic, land use, etc.)
  
- **Historic Design Guidelines Update –**
  - January /February start date to update historic design guidelines, to coincide with CLG grant

## Water Department

**To:** City Manager Alan Lanning, Mayor Engels, and City Council

**From:** Shawn Griffith, Utilities Superintendent

**Date:** August 2, 2013

**Re:** Bi-weekly Report

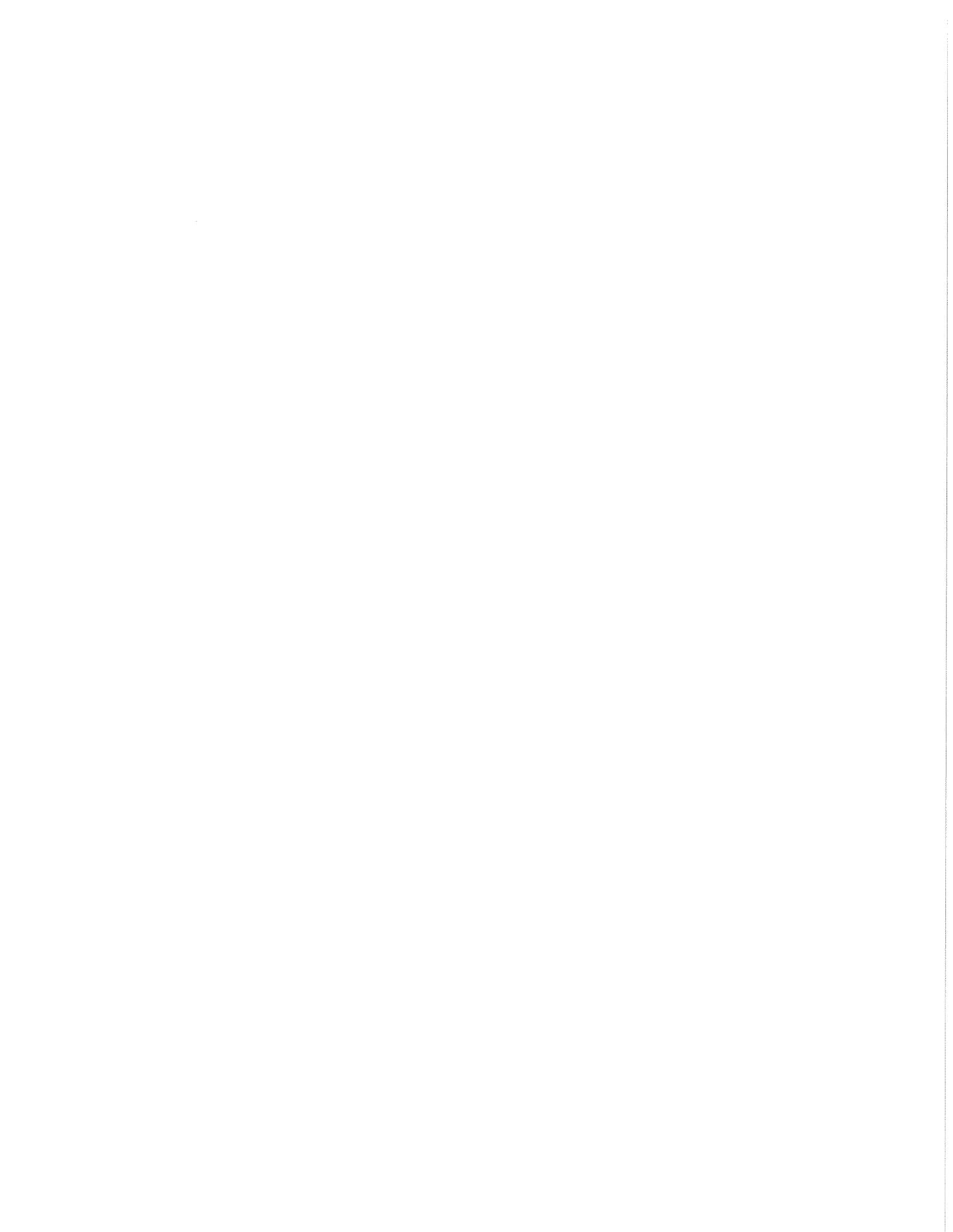
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CHASE DAM – The construction project at Chase Dam is well under way. The three dewatering wells have been drilled and the Water Department has installed the dewatering pumps. Royce is wiring the controls to enable the pumps to run only when the water reaches specific levels. The second phase of the project will be completed under next year's budget.

RECYCLING OF BACKWASH – The recycling of backwash water is proving to be a challenge, but never the less successful. The combination of the wet July and the WTP recycling program has enabled both reservoirs to reach full capacity.

LAWRENCE STREET WATERLINE – The Lawrence Street waterline replacement project had a mandatory pre-bid meeting on Wednesday. The actual bids are due on the 23<sup>rd</sup> of August. The actual pricing will not be known until the sealed bids are opened.

SOURCE WATER PROTECTION PLAN – Staff chaired a meeting for the Source Water Protection Plan for Central City's raw water supply. The attendees included the Forrest Service, Mining and Reclamation, and a representative of the Rural Water Association. At the conclusion of the project, in about 2 months, Central City will have a series of recommendations to review on how to protect our source water.



**To:** City Manager Alan Lanning, Mayor Engels, and City Council

**From:** Joe Braccio, Streets/Facilities Superintendent

**Date:** August 15, 2013

**Re:** Bi-weekly Report

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### **Completed Projects**

- Asphalt Repair – Public Works has been repairing the open voids and potholes on the parkway and throughout town.
- Facilities Roof Repair – We have been working on trying to repair the roof at the Visitor Center by resealing it in hopes that this will repair the problem.
- Storm Events – Public Works has been working to keep up with the storm events that seem to hit us every afternoon leaving silting in our city's storm system. We now have an ongoing system in place to manage erosion sediment build up.
- Sink Hole in the Big Tee- the State Mining made repairs in the Big Tee lot and Public Works repair the asphalt. We are going to send a bill to pinnacle for the work performed by the city.
- Boodle-Pubic works has spread and graded the dirt pile that was left over from the pond project.
- Daily Duties – Staff has been keeping up with watering, general equipment maintenance, trash removal throughout town, weed mowing, and pothole repair.
- Saturday Events – Public Works will provide a crew for the Saturday event this weekend as well as most weekends throughout summer.

### **Upcoming Projects**

- Fleet- As you know its about that time to start thinking about snow, so in the next two weeks we are going to work on plows and start training for our new staff.
- Sidewalk Repair- Public Works we be doing some sidewalk repair though the city including the side by Reserve.



## MEMORANDUM

**DATE:** 1 August 2013  
**TO:** Alan Lanning / City Manager  
**FROM:** Gary Allen / Fire Chief  
**RE:** **Activity Report**

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The Fire Department has responded to 204 incidents as of 1 August 2013, with 37 incidents being out of city, and of those 19 incidents was for Mutual Aid (MA) to other agencies. Following are the activities the department responded to and conducted for this reporting period.

Wednesday 10 July, 2013 - 11:00 AM / MA to Timberline Fire (Wildland Fire)

Friday 12 July, 2013 - 13:25 PM / Medical - East Fourth High Street

Saturday 13 July, 2013 - 14:53 PM / ATV – MVA - FS Road 175.3

Saturday 13 July, 2013 - 15:54 PM / Flooding - 121 Main St

Saturday 13 July, 2013 - 16:01 PM / Smoke Investigation (Wildland Land) GMV

Saturday 13 July, 2013 - 17:38 PM / Flooding - 111 Eureka Street

Sunday 14 July, 2013 - 10:12 AM / Elevator Rescue - 135 Pine St.

Sunday 14 July, 2013 - 17:25 PM / Fire Alarm - 321 Gregory St.

Wednesday 17 July, 2013 - 13:28 PM / Medical - 102 Main St.

Wednesday 17 July, 2013 - 14:07 PM / ATV-MVA - FS Road 739.1

Thursday 18 July, 2013 - 18:36 PM / Smoke Investigation (Wildland)

Tuesday 23 July, 2013 - 12:27 PM / Fire Alarm - 120 Eureka St.

Tuesday 23 July, 2013 - 22:12 PM / Gas odor investigation (Haz-Mat)

Wednesday 24 July, 2013 - 03:03 AM / Fire Alarm - 321 Gregory St.

Wednesday 24 July, 2013 - 07:09 AM / Medical - East Fourth High St.

Wednesday 24 July, 2013 - 17:19 PM / Fire Alarm - 120 Eureka St.

Friday 26 July, 2013 - 18:55 PM / Fire Alarm - 120 Eureka St.

Friday 26 July, 2013 - 20:00 PM / Smoke Investigation (Wildland)

Saturday 27 July, 2013 - 13:11 PM / Medical - Main & Gregory St.

### **Training**

We conducted our monthly Truck and Station maintenance on 11 July, 2013. All of our Officers attended a training on expanding incidents hosted by Coal Creek Fire at their Station 2 by Wonderview and given by Boulder County Fire Management Office, on Monday night 15 July, 2013 at 18:00 PM.

We conducted our monthly department training on Thursday night 18 July, at Station 2 on relay pumping.

We conducted our monthly joint Medical training with St. Anthony's and Timberline Fire on patient packaging during Mass Casualty Incidents (MCI's) on Wednesday night at our station 2 at 19:00 PM.

### **Meetings**

I attended a City Council meeting at City Hall.

I attended a Public Safety Committee meeting in Idaho Springs.

I met with Assistant Chief Mark Abrahamson with Clear Creek Fire on some training issues.

We attended our Fire Pension Board meeting at City Hall.

Captain Anthony Cole filled in for me at a LEPC meeting at Gilpin County Sheriff's Office.

### **Apparatus**

On Monday 15 July we took our 1999 Chevrolet Brush truck down to Stevinson Chevrolet for some over heating problem and a smoking issue. On Tuesday 16 July, we were informed that the truck had to have a complete new motor as they were not able to repair the problems as they were too many and too serious of problems. The truck is now back in service as of Monday 29 July.

### **General**

I conducted Administration duties on a VFA grant for some wildland equipment.

This is a 50/50 grant from the Colorado Division of Fire Prevention and Control.

I attended a retirement luncheon for Stu Nay, the Clear Creek Under Sheriff. We have worked together for many, many years both while he was on the Fire Department and the Clear Creek Sheriff's Office.

We also will be receiving a donation from Ermils at 111 Eureka Street for pumping out the storm water within their building that occurred on Saturday 13 July. I don't know yet what amount but they mentioned that they wanted to do it. So many thanks to them for supporting us that way.

## MEMORANDUM

**DATE:** 15 August 2013  
**TO:** Alan Lanning / City Manager  
**FROM:** Gary Allen / Fire Chief  
**RE:** **Activity Report**

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The Fire Department has responded to 219 incidents as of 15 August 2013, with 43 incidents being out of city, and of those 19 incidents was for Mutual Aid to other agencies. Following are the activities the department responded to and conducted for this reporting period.

Thursday 1 Aug., 2013 - 03:07 AM / Medical - 321 Gregory St.

Thursday 1 Aug., 2013 - 20:39 PM / Medical - Residential

Friday 2 Aug., 2013 - 11:29 AM / Medical - 321 Gregory St.

Friday 2 Aug., 2013 - 15:52 PM / Medical - 124 Eureka St.

Friday 2 Aug., 2013 - 22:31 PM / Medical - 132 Lawrence St.

Saturday 3 Aug., 2013 - 18:44 PM / Medical - 111 Lawrence St.

Monday 5 Aug., 2013 - 04:27 AM / Medical - 321 Gregory St.

Monday 5 Aug., 2013 - 11:11 AM / Smoke Investigation (Wildland)

Wednesday 7 Aug., 2013 - 11:24 AM / Medical - Alps Hill Road

Thursday 8 Aug., 2013 - 16:32 PM / Smoke Investigation (Wildland)

Thursday 8 Aug., 2013 - 20:19 PM / Medical - 107 Main St.

Thursday 8 Aug., 2013 - 20:35 PM / Smoke Investigation (Wildland)

Friday 9 Aug., 2013 - 14:55 PM / Vehicle Fire MM 9 Hwy 119

Tuesday 13 Aug., 2013 - 15:46 PM / Flooding - 111 Eureka St.

Tuesday 13 Aug., 2013 - 16:28 PM / Wildland fire – Young ranch Worked fire until 23:00 PM and came back in on Wednesday until 18:00 PM. Will check it again on Thursday to make it is out.

### **Training**

We conducted our monthly truck and station maintenance on 1 August,2013  
We conducted regular department training on Saturday 3 August on progressive hose lays and packs and relay pumping.

### **Meetings**

I met with Erin, Deputy Director of Gilpin Ambulance on Ambulance and medical issues.

I attended a city council meeting on 6 August.

I met with Shawn on the Lawrence Street water project and looked over plans with him.

### **Apparatus**

I met with Mike Coleman with QDS Communications on some radio problems and programmed the radio in B-31.

We took B-32 to Front Range Fire Apparatus for repairs and service.

### **General**

I conducted a fire inspection at 562 Gregory Street on 6 August.

I took some pagers down to Denver to get repaired and some programmed.

We conducted a fire alarm drill in conjunction with the Mountain Family Health Clinic on Tuesday 13 August.