CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, September 18, 2018 @ 7:00 p.m.
141 Nevada Street, Central City, Colorado
AGENDA

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

7:00pm Council Meeting

1. Call to Order.

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

3. Pledge of Allegiance

4. Additions and/or Amendments to the Agenda.

5. Conflict of Interest.

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

   Regular Bill lists through September 11, 2018; and
   City Council minutes; September 4, 2018;

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.

PUBLIC HEARING

7. Ordinance No. 18-10: An ordinance of the City Council of the City of Central, Colorado approving a Long-Term Lease between the City of Central, as Lessor, and the Central City Building Authority, as Lessee, concerning the Belvidere Theatre. (McAskin)

8. Ordinance No. 18-11: An ordinance of the City Council of the City of Central, Colorado approving a License Fee Rebate Agreement with 321 Gregory Street LLC and Gregory Gaming, LLC. (McAskin)

ACTION ITEMS: NEW BUSINESS —

9. Central City Promise Program Request – Daniel Madrigal-Garcia. (Miera)
10. **Acceptance of 2018 CIRSA Property/Casualty & WC Quotes** (Miera)

11. **Resolution No. 18-25:** A resolution of the City Council of the City of Central, Colorado approving Change Order No. 2 for the Central City Spring Street Rehabilitation Project (Engineer Project No. 1910.33c) and authorizing the City Manager to execute the Change Order. (Hoover)

12. **Resolution No. 18-26:** A resolution of the City Council of the City of Central, Colorado authorizing execution of easement for undergrounding Spring Street utilities. (Rears)

13. **Resolution No. 18-27:** A resolution of the City Council of the City of Central, Colorado authorizing an emergency purchase for repairs to the Belvidere Theater (Shoofly) roof and authorizing the City Manager to execute a contract for the repair work to be completed. (Rears)

**REPORTS —**

14. **Staff updates — Spring Street Project (Contract / Scope of Work)**

**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 October 2, 2018.

**Posted 9/13/2018**

Please call Reba Bechtel, City Clerk at 303-582-5251 at least 48 hours prior to the Council meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting.
<table>
<thead>
<tr>
<th>Check Date</th>
<th>Clk. #</th>
<th>Payee</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/11/2018</td>
<td>134636</td>
<td>AIRGAS USA LLC</td>
<td>Welding Gas Materials</td>
<td>129.96</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134637</td>
<td>AIR-O-PURE PORTABLES</td>
<td>Portable Rental</td>
<td>105.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134638</td>
<td>ALEXANDER THOME</td>
<td>Historic Preservation Commission</td>
<td>50.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134639</td>
<td>ALLSTREAM</td>
<td>Telephone Service</td>
<td>776.66</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134640</td>
<td>Avery Asphalt, Inc.</td>
<td>Spring Street Project</td>
<td>17,552.62</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134641</td>
<td>BARBARA THEILEMANN</td>
<td>Historic Planning Commission</td>
<td>50.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134642</td>
<td>Bobcat of the Rockies</td>
<td>Equipment Rental</td>
<td>3,290.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134643</td>
<td>Brody Chemical</td>
<td>Misc. Supplies</td>
<td>138.25</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134644</td>
<td>Callender Tire, Inc.</td>
<td>Tires for Fleet</td>
<td>4,387.32</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134645</td>
<td>CENTURY LINK</td>
<td>Telephone Service</td>
<td>998.52</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134646</td>
<td>CHRISTOPHER DODGE INC.</td>
<td>Auto Parts</td>
<td>737.63</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134647</td>
<td>CINTAS Corporation</td>
<td>AED View</td>
<td>90.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134648</td>
<td>CITY OF BLACK HAWK</td>
<td>Shared Bus Service</td>
<td>17,349.82</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134649</td>
<td>Colorado Barricade Co.</td>
<td>Street Signs</td>
<td>1,120.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134651</td>
<td>COMPLETE WIRELESS TECHNOLOGIES</td>
<td>Radio Equipment Parts - Fire Dept</td>
<td>89.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134652</td>
<td>DAVID FORSYTH</td>
<td>Historic Preservation Commission</td>
<td>50.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134653</td>
<td>DE LAGE LANDEN</td>
<td>Printer Lease for Savin</td>
<td>353.34</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134654</td>
<td>DEBORAH WRAY</td>
<td>Historic Preservation Commission</td>
<td>50.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134655</td>
<td>Digital Data Services, Inc</td>
<td>Digital Mapping</td>
<td>440.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134656</td>
<td>Ernest Van Deuchen</td>
<td>Historic Preservation Commission</td>
<td>50.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134657</td>
<td>FastSafe Testing</td>
<td>Equipment Maintenance</td>
<td>460.75</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134658</td>
<td>Foothills Auto and Truck Parts</td>
<td>Misc parts</td>
<td>85.64</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134659</td>
<td>FRONTIER FIRE PROTECTION LLC</td>
<td>Fire Sprinkler repair at City Hall</td>
<td>720.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134660</td>
<td>GILPIN AMBULANCE AUTHORITY</td>
<td>Ambulance Subsidy Contribution</td>
<td>23,602.38</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134661</td>
<td>GILPIN COUNTY HISTORICAL SOC.</td>
<td>Events Expense</td>
<td>143.94</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134662</td>
<td>HOME DEPOT</td>
<td>Misc. Supply Purchases</td>
<td>957.93</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134663</td>
<td>J AND S CONTRACTORS SUPPLY CO.</td>
<td>Street Signs</td>
<td>1,511.60</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134664</td>
<td>Jackie Mitchell</td>
<td>Historic Preservation Commission</td>
<td>50.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134665</td>
<td>JKQ CONSOLIDATED, LLC</td>
<td>Chicken wings - Sysco! Prizes</td>
<td>736.99</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134666</td>
<td>Kline Alvarado Veio, P.C.</td>
<td>Bond Counsel (Water)</td>
<td>15,000.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134667</td>
<td>Kurak Rock LLP</td>
<td>Legal Services</td>
<td>4,672.80</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134668</td>
<td>LAWSON PRODUCTS</td>
<td>Misc. Hardware</td>
<td>436.25</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134670</td>
<td>MARTIN MARIELLA MATERIALS</td>
<td>Asphalt for Parkway</td>
<td>661.63</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134671</td>
<td>MODULAR SPACE CORPORATION</td>
<td>Rental of Modular for Public Works</td>
<td>172.60</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134672</td>
<td>MOUNTAIN TOOL AND FEED</td>
<td>Backpack Blower</td>
<td>519.95</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134673</td>
<td>OFFICE STUFF, INC.</td>
<td>Office Supplies</td>
<td>440.54</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134674</td>
<td>Palmetto Environmental Group</td>
<td>Inspection &amp; water removal (Fuel Pump)</td>
<td>1,006.50</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134675</td>
<td>PEAK PERFORMANCE IMAGING</td>
<td>Metered Billing for Printer</td>
<td>166.97</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134676</td>
<td>PROFESSIONAL MANAGEMENT SOLUTIONS</td>
<td>Financial Consulting</td>
<td>2,395.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134677</td>
<td>Raymond Rears</td>
<td>Mileage Reimbursement</td>
<td>30.52</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134678</td>
<td>REX OIL CO./Rhinehart Oil</td>
<td>Fuel for Fleet</td>
<td>1,437.47</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134679</td>
<td>RoadSafe Traffic Systems</td>
<td>Road Striping</td>
<td>22,259.50</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134680</td>
<td>Robinson Advertising Design</td>
<td>City Brochure - design and printing</td>
<td>6,500.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134681</td>
<td>ROY FIRE &amp; BALLISTICS</td>
<td>Misc. Parts - Fire Dept.</td>
<td>2,281.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134682</td>
<td>STANLEY CONVERGENT SECURITY</td>
<td>Fire Alarm Monitoring</td>
<td>161.43</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134683</td>
<td>Steve Grozes Watercolor</td>
<td>Promotional Video Material (Art)</td>
<td>250.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134684</td>
<td>Town of Bennett</td>
<td>CML Dist 3 Meeting - Daniel Miller</td>
<td>10.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134685</td>
<td>TOWN OFFICE SUPPLY</td>
<td>Business Cards - Lisa Roemhildt</td>
<td>66.95</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134686</td>
<td>USA COMMUNICATIONS</td>
<td>Internet Svcs for City Deps.</td>
<td>735.89</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134687</td>
<td>WEEKLY REGISTER CALL</td>
<td>Public Notice of Ordinances</td>
<td>364.35</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134688</td>
<td>WESTERN PAPER DISTRIBUTORS</td>
<td>Facility Supplies</td>
<td>610.58</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134689</td>
<td>Wickham Tractor Company</td>
<td>Parts for Kabota</td>
<td>149.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134690</td>
<td>WIDEAWAKE MEDIA</td>
<td>Advertising</td>
<td>3,475.00</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134691</td>
<td>XCEL ENERGY</td>
<td>Electricity</td>
<td>214.22</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134692</td>
<td>MAIN STREET CENTRAL CITY</td>
<td>Post card and t-shirt sales</td>
<td>682.24</td>
</tr>
<tr>
<td>09/11/2018</td>
<td>134693</td>
<td>Dietzler Construction Corp.</td>
<td>Water Diversion Structure Project</td>
<td>155,559.05</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td>296,393.59</td>
</tr>
</tbody>
</table>
CITY OF CENTRAL
CITY COUNCIL MEETING
September 4, 2018

CALL TO ORDER
A regular meeting of the City Council for the City of Central was called to order by Mayor Heider at 6:32 p.m., in City Hall on September 4, 2018.

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

Absent: Mayor Heider

Staff Present: City Manager Miera
             Attorney McAskin
             City Clerk Bechtel
             Public Works Director Hoover
             Utilities Director Nelson
             Fire Chief Allen

EXECUTIVE SESSION
At 6:33 p.m., Alderman Aiken moved to go into Executive Session pursuant to C.R.S. § 24-6-402(4)(c) to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding proposed license fee rebate agreement; and further moved to reconvene the September 4th regular City Council meeting at the conclusion of the executive session to provide instruction to City Staff, if required, or to adjourn the August 7th regular meeting. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

At approximately 7:19 p.m. the executive session was concluded and Mayor pro tem Voorhies announced that the participants in the executive session had been: Mayor pro tem Voorhies, Alderman Laratta, Alderman Aiken, City Manager Miera, and City Attorney McAskin.

Mayor pro tem Voorhies proceeded to make the following announcement:
For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings law, I ask that you state your concerns for the record. No concerns were noted.

Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA
The agenda was approved as presented.
CONFLICTS OF INTEREST
No Council Member disclosed a conflict regarding any item on the agenda.

CONSENT AGENDA
Alderman Laratta moved to approve the consent agenda containing the regular bill lists through August 27 and the City Council minutes for the meeting on August 21, 2018. Alderman Aiken seconded. Alderman Bell asked for clarification on two items on the list. When Mayor pro tem Voorhies called the question, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION
No one requested time to address the Council.

PUBLIC HEARING
Resolution No. 18-22. A resolution of the City Council of the City of Central, Colorado referring a ballot issue to the registered electors of the City of Central at the November 6, 2018 Regular Municipal Election, regarding increasing the local sales and use tax from 4% to 6% to fund fire protection and public safety services, programs and facilities.
Manager Miera explained that Resolution 18-22 (“Resolution”) refers the following ballot issue to City voters at the November 6, 2018 regular election:

“BALLOT ISSUE 1A:

SHALL CITY OF CENTRAL SALES AND USE TAXES BE INCREASED $550,000 IN 2019 (FIRST FULL FISCAL YEAR DOLLAR INCREASE) AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER BY THE IMPOSITION OF AN ADDITIONAL SALES AND USE TAX OF 2% (INCREASING THE CITY’S SALES TAX AND USE TAX FROM 4% TO 6%), FOR THE PURPOSE OF PROVIDING FUNDING FOR CITY OF CENTRAL FIRE PROTECTION AND PUBLIC SAFETY SERVICES, PROGRAMS AND FACILITIES, INCLUDING BUT NOT LIMITED TO:

- MAINTAINING AND IMPROVING THE DELIVERY OF EMERGENCY FIRE, MEDICAL, RESCUE AND OTHER PUBLIC SAFETY SERVICES;
- NON-EMERGENCY SERVICES INCLUDING FIRE PREVENTION, LIFE SAFETY INSPECTIONS, AND PUBLIC EDUCATION OUTREACH;
- ESSENTIAL CAPITAL MAINTENANCE AND IMPROVEMENTS FOR PUBLIC SAFETY BUILDINGS AND ASSETS;
- REPLACING OUTDATED EMERGENCY RESPONSE EQUIPMENT SUCH AS AIR PACKS, JAWS OF LIFE, AND HEART MONITORS;
- REPLACING OUTDATED FRONT-LINE COMMUNICATIONS EQUIPMENT AND OUTDATED EMERGENCY RESPONSE VEHICLES,

COMMENCING JANUARY 1, 2019; AND SHALL THE CITY OF CENTRAL BE ENTITLED TO COLLECT, RETAIN, AND SPEND THE FULL REVENUES FROM SUCH TAX INCREASE WITHOUT STATUTORY OR CONSTITUTIONAL LIMITATION OR CONDITION, INCLUDING ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, COLORADO REVISED STATUTES §29-1-301, OR ANY OTHER LAW AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE
FUTURE AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE CITY, AND FURTHER PROVIDED THAT THE CITY MANAGER SHALL ANNUALLY REPORT TO THE CITY COUNCIL ON THE PURPOSES FOR WHICH THE REVENUES FROM THE TAX INCREASE HAVE BEEN DESIGNATED OR USED IN THE PRECEDING CALENDAR YEAR?”

Based on discussions with the City Council and feedback received at prior retreats and work sessions, City Staff is providing Resolution No. 18-22 for City Council’s consideration. If adopted, the Resolution will submit a ballot issue to the voters to determine if the citizens of Central City desire to fund fire protection and public safety services, programs and facilities through an increase in the City’s sales and use tax.

City Staff believes that City Council desires to provide additional funding for the City’s fire protection and public safety services, programs and facilities, including but not limited to:

- Maintaining and improving the delivery of emergency fire, medical and rescue services;
- Non-emergency services including fire prevention, life safety inspections, and public education outreach;
- Essential capital maintenance and improvements for public safety buildings and assets;
- Replacing outdated emergency-response equipment; and
- Replacing outdated front-line communications equipment and emergency response vehicles

Pursuant to Resolution No. 18-18, the City Council determined to hold the 2018 regular municipal election as a mail ballot election in accordance with the applicable provisions of Part 9 of Article 10, Title 31, C.R.S. This proposed Resolution places the ballot issue on the November 6, 2018 ballot as part of the City’s regular municipal election. Ballot content is required to be certified to the designated election official for the mail ballot election prior to September 7, 2018.

The ballot issue contains the following language: “...AND FURTHER PROVIDED THAT THE CITY MANAGER SHALL ANNUALLY REPORT TO THE CITY COUNCIL ON THE PURPOSES FOR WHICH THE REVENUES FROM THE TAX INCREASE HAVE BEEN DESIGNATED OR USED IN THE PRECEDING CALENDAR YEAR.” If the ballot issue is approved by voters, the City Manager will have an affirmative obligation in 2020 and each year thereafter to report to City Council regarding the use of the revenues raised from the 2% sales and use tax increase. This will ensure transparency and accountability in the use of the funds, and will help to ensure that the funds are set aside and used for fire protection and public safety services, as required by the text of Ballot Issue 1A.

Based on a review of sales and use tax collected over the last five years, staff has projected that increasing the rate from 4% to 6% will generate between approximately $400,000 - $475,000 annually. Staff has included the $550,000 estimate for 2019 in the ballot language to be in compliance with TABOR. This estimate provides a conservative buffer in case the sales and use tax revenue exceeds 2019 projections.

Alderman Bell questioned the additional tax to residents for vehicle purchases that would also increase by 50%. Manager Miera noted that most of City revenue is from gaming and that the City can consider a
future amendment to this tax if Council wants to make a change. A property tax increase is another option that has been considered though has a large impact to the businesses. Alderman Aiken added that an additional 2% on a vehicle is still affordable.

Alderman Aiken moved to approve Resolution No. 18-22: A resolution of the City Council of the City of Central, Colorado referring a ballot issue to the registered electors of the City of Central at the November 6, 2018 Regular Municipal Election, regarding increasing the local sales and use tax from 4% to 6% to fund fire protection and public safety services, programs and facilities. Mayor pro tem Voorhies seconded, and without discussion, the motion carried 3 votes to 1 with Alderman Bell voting no.

Resolution No. 18-23: A resolution of the City Council of the City of Central, Colorado referring a ballot question to the registered electors of the City of Central at the November 6, 2018 Regular Municipal Election, specifically referring a proposed Charter Amendment regarding the method of filling vacancies on City Council.

Attorney McAskin introduced Resolution No. 18-23 which proposes an amendment to the City’s Home Rule Charter (“Charter”) concerning the method for filling vacancies on City Council (“Proposed Amendment”) and refers a ballot question on the Proposed Amendment to the electorate for the November 6, 2018 regular municipal election.

Currently, Section 3.6 (c) of the Charter requires City Council to call a special election to fill a vacancy on City Council if that vacancy occurs more than one hundred eighty (180) days before the end of the term of the person leaving office. The Proposed Amendment would give City Council the option of appointing a qualified person to fill the vacancy by majority vote while retaining the option of ordering a special election. If the ballot question is approved, City Council shall consider an ordinance to amend the Charter that, if adopted, will give City Council the option to appoint a qualified person to fill a vacancy on City Council regardless of the length of the remaining term. If invoked, this option could save the City the cost of holding a special election.

The Charter contains two different methods for filling vacancies on City Council, depending on how much time remains in the term of office being vacated. Vacancies that occur with 180 days or less in the remaining unexpired term are filled by City Council, which must elect a duly qualified person to fill such vacancy by majority vote. Vacancies that occur with more than 180 days in the remaining unexpired term must be filled by a duly qualified successor elected pursuant to a special election.

Special elections require the expenditure of City funds and require additional City staff time to manage the election. The Proposed Amendment would, if adopted, authorize City Council to select which of the following two methods should be used to fill a vacancy that occurs with more than 180 days in the remaining unexpired term: (1) appointing a qualified person to fill the vacancy until a duly elected successor has commenced the succeeding term of office; or (2) ordering a special election to be held as soon as practicable to fill the vacancy. Such action must take place within thirty (30) days after a vacancy occurs. This Proposed Amendment streamlines the process of filling vacancies on City Council and will give City Council the option to save residents and taxpayers the expense associated with holding a special election.

If City Council approves Resolution No. 18-23, the ballot question stated therein will be presented to the voters at the November 6, 2018 regular municipal election. If the outcome of the vote on this ballot
question indicates support for the Proposed Amendment, the City Council will consider an ordinance that will amend the Charter to implement the Proposed Amendment, as set forth in Attachment A to the Resolution. Section 14.10 of the Charter permits charter amendments in accordance with the Colorado Constitution and laws of the State of Colorado. Article XX of the Colorado Constitution specifically authorizes the City Council to submit on its own initiative a proposed charter amendment at any municipal election held not less than thirty (30) days after the effective date of the resolution submitting such question to the voters.

Alderman Aiken moved to approve Resolution No. 18-23: A resolution of the City Council of the City of Central, Colorado referring a ballot question to the registered electors of the City of Central at the November 6, 2018 Regular Municipal Election, specifically referring a proposed Charter Amendment regarding the method of filling vacancies on City Council. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Resolution No. 18-24: A resolution of the City Council of the City of Central, Colorado calling for a Special Mail Ballot Election to be held on Tuesday, December 11, 2018, to elect a successor Councilperson to serve the remaining unexpired term of the Council Seat vacated by Councilperson Bell. Mayor pro tem Voorhies noted that due to health reasons, Alderman Bell will resign her Council seat effective September 19.

City Clerk Bechtel explained that he proposed resolution reviews the governing regulations to hold a Special Mail Ballot Election and designates the City Clerk as the election official responsible for conducting the election, appointing election judges, and supervising the distributing, handling, counting of ballots, and the survey of returns.

The Nomination Petition period will be from 9/11 to 10/1. Ballots will be mailed November 19-26. Preliminary cost is estimated at $2,000 to $2,500 which is not currently budgeted.

Section 2-1-10 of the Municipal Code of the City of Central sets forth that City elections shall be conducted in accordance with the Home Rule Charter and the Colorado Municipal Election Code of 1965 (the "Municipal Election Code"). Section 3.6 of the Charter provides that special municipal elections to be held no later than 90 days after the passage of the resolution calling the election which with the added factor of state statute that a special election cannot be within 32 days of a general election sets the election date for December 11, 2018.

Alderman Aiken moved to approve Resolution No. 18-24: A resolution of the City Council of the City of Central, Colorado calling for a Special Mail Ballot Election to be held on Tuesday, December 11, 2018, to elect a successor Councilperson to serve the remaining unexpired term of the Council Seat vacated by Councilperson Bell. Alderman Bell seconded, and without discussion, the motion carried unanimously.

Ordinance No. 18-11: An ordinance of the City Council of the City of Central, Colorado approving a License Fee Rebate Agreement with 321 Gregory Street LLC and Gregory Gaming, LLC. Attorney McAskin reviewed Ordinance No. 18-11 ("Ordinance") which approves a License Fee Rebate Agreement ("Agreement") with 321 Gregory Street, LLC and Gregory Gaming, LLC. 321 Gregory is the current record owner of the Grand "Z" Casino, and Gregory Gaming operates and manages the Casino. 321 Gregory and Gregory Gaming are referred to as the “Owner/Operator” in the Agreement.
The City desires to assist Owner/Operator with the completion of certain public improvements in the general vicinity of the Casino including the specific improvements on or in the immediate vicinity of the AGE Lot:

- installation of storm water infrastructure from the current outlet leaving the Casino garage on the east side to the west side of the box culvert under D Street, from the east side of the box culvert under D Street down to the west side of the box culvert under Leavitt Street;
- import of clean fill over the storm water infrastructure, bringing the AGE Lot up to grade level or substantially grade level with adjacent streets sufficient to complete the other eligible improvements;
- the improvement of the surface area of the AGE Lot for public parking, subject to certain restrictions outlined below;
- undergrounding overhead utilities; and
- installation of curb, gutter, sidewalk and street lighting in locations on or in the vicinity of the AGE Lot or elsewhere as may be approved in advance by the City in writing (together, the “Eligible Improvements”).

The Owner/Operator’s completion of the Eligible Improvements was contemplated in that certain Lease Agreement by and between the City and 321 Gregory for the AGE Lot dated December 6, 2017 (the “Lease Agreement”). A copy of the Lease Agreement is incorporated into the Agreement as Exhibit A.

City Staff has determined that assisting the Owner/Operator with completion of the Eligible Improvements will substantially benefit the public through improved stormwater conveyance infrastructure, additional public parking, and improved community aesthetics. City Council is authorized to refund a percentage or portion of License Fees for New Gaming Devices where such refunds further the economic development goals of the City. The Agreement contemplates City participation in the Eligible Improvements by rebating a fixed percentage of eligible annual license fees up to a maximum rebate amount of verified costs associated with the Eligible Improvements (“Rebate Sum”). The City’s share of the cost of eligible improvements will be funded through a rebate of a graduated percentage of eligible License Fees, as set forth in the Agreement.

As set forth above, the Lease Agreement contemplated the Owner/Operator’s completion of the Eligible Improvements. The Agreement sets forth that if a surface parking lot is constructed on the AGE Lot (as currently contemplated), a minimum of thirty (30) spaces will be reserved for free use by the public in perpetuity. In order to ensure the availability of the public parking spaces, the AGE Lot shall be subject to a deed restriction or appropriate easement. The Agreement further contemplates that the recordation of such deed restriction or easement, in a form approved by the City Attorney and City Manager, must occur prior to the Owner/Operator proceeding with the installation of the Eligible Improvements and that the City shall have no obligation to pay any portion of the Rebate Sum until the deed restriction or easement has been finalized and recorded in the real property records of Gilpin County, Colorado.

Section 5.8 of the Home Rule Charter requires every act creating an indebtedness to be approved by Ordinance. While the Agreement creates a conditional repayment obligation of the City, the Agreement remains subject to annual appropriation and does not constitute a multiple-year financial obligation of the City.

Manager Miera added that this will be a public/private partnership to improve infrastructure which is
beneficial to the community and will not cost the residents any additional funds. The rebate will be only on new revenue not on existing devices.

Alderman Aiken moved to approve Ordinance No. 18-11: An ordinance of the City Council of the City of Central, Colorado approving a License Fee Rebate Agreement with 321 Gregory Street LLC and Gregory Gaming, LLC. on First Reading, and further move that Second Reading and Public Hearing on the Ordinance be scheduled for Tuesday, September 18, 2018, at 7:00 PM to be held in these Council Chambers. Alderman Bell seconded, and without discussion, the motion carried unanimously.

REPORTS
Manager Miera reported:
1) Spring Street Project – still working on checklist with Xcel and soil samples for pole placement.
2) Capscel on VCR- 2 day project starting 9/17
3) Prosser Street mill & overlay – to start 9/6
4) Johnson Reservoir – Staff received a BID for renovation and a BID for minor repair and a structural assessment will be needed
5) One Way Trash – staff is working with the company to stabilize service
6) Street Lights on Spruce and Nevada/LGR – to be installed at the end of September
7) Water Intake Project – on schedule
8) Request for Letter of Support (JKQ BBQ/Teller House) Mayor pro tem Voorhies moved to authorize Mayor Heider to submit a letter of support to Central City Opera for JKQ BBQ to operate in the Teller House. Alderman Aiken seconded, and without discussion, the motion carried unanimously.

COUNCIL COMMENTS
Alderman Laratta stated that this has been a great summer with a lot accomplished.

PUBLIC FORUM/AUDIENCE PARTICIPATION
No one requested time to address the Council.

At 8:10 p.m., Mayor pro tem Voorhies adjourned the meeting.
A regular City Council meeting is scheduled for Tuesday, September 18, 2018 at 7:00 p.m.

Shirley Voorhies, Mayor pro tem

Reba Bechtel, City Clerk

CC Minutes 9/4/2018 7
AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

FROM: Marcus McAskin, City Attorney

DATE: September 13, 2018 (for September 18, 2018 meeting)

ITEM: Ordinance 18-10, AN ORDINANCE APPROVING A LONG-TERM LEASE BETWEEN THE CITY OF CENTRAL, AS LESSOR, AND THE CENTRAL CITY BUILDING AUTHORITY, AS LESSEE, CONCERNING THE BELVIDERE THEATRE

______ X ORDINANCE
     ______ MOTION
     ______ INFORMATION

I. REQUEST OR ISSUE: Ordinance No. 18-10 approves a lease agreement (exceeding one year) with the Central City Building Authority, a Colorado nonprofit corporation (the "Building Authority") for the Belvidere Theatre property as described with particularity in the Ordinance (the "Subject Property"). The Subject Property is owned by the City and is located at 139 Nevada Street immediately adjacent to City Hall.

II. RECOMMENDED ACTION / NEXT STEP: Consider and approve Ordinance No. 18-10 on second reading following public hearing. The Ordinance was approved on first reading on August 21, 2018.

III. BACKGROUND INFORMATION:

A copy of the proposed lease agreement with the Building Authority (the "Lease Agreement") is attached to the Ordinance as Exhibit 1. Pursuant to Section 11.7 of the Home Rule Charter, the City Council must approve long-term rentals or leasehold agreements by ordinance. Section 11.7 of the Charter defines a long-term lease as any lease having a duration of more than one year. In this case, the Lease Agreement proposes an initial term exceeding one year.
Following the City’s acquisition of the Subject Property in 2016, the Subject Property was listed as one of Colorado’s “Endangered Places” by Colorado Preservation, Inc.

Approving the Lease Agreement will permit the Building Authority to apply for grants and tax credits to assist the City in its goal of rehabilitating the historic Belvidere Theatre, including but not limited to, tax credits for qualified costs incurred in the preservation of historic structures pursuant to the Colorado Job Creation and Main Street Revitalization Act, C.R.S. §§ 39-22-514.5.

City Staff and the City Attorney are still analyzing the tax credits, and the City may explore creating a new nonprofit corporation to apply for 501(c) status under the Internal Revenue Code. The Lease Agreement authorizes the Building Authority to assign the Lease Agreement to another nonprofit corporation with City Council’s approval.

IV. **FISCAL IMPACTS:** The Lease Agreement obligates the City to continue to pay for property insurance during the term of the Lease.

V. **LEGAL ISSUES:** In order to be eligible for tax credits, the Building Authority (or another entity to be formed by the City) will need to be exempt from federal taxation under Section 501(c) of the Internal Revenue Code.

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

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

1. Adopt Ordinance No. 18-10 on second reading following public hearing, as may or may not be amended;

2. Direct staff to revise the Ordinance or Lease Agreement and continue the public hearing on the Ordinance to a time and date certain.

3. Reject or deny the Ordinance.

**RECOMMENDED MOTION:** "I MOVE TO APPROVE ORDINANCE NO. 18-10, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING A LONG-TERM LEASE BETWEEN THE CITY OF CENTRAL, AS LESSOR, AND THE CENTRAL CITY BUILDING AUTHORITY, AS LESSEE, CONCERNING THE BELVIDERE THEATRE ON SECOND READING.”
CITY OF CENTRAL, COLORADO
ORDINANCE 18-10


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

WHEREAS, Section 2.2 of the Home Rule Charter vests the City with all powers, functions, rights and privileges in the operation of a municipality except those expressly forbidden to home rule municipal corporations and cities by the Constitution or statutes; and

WHEREAS, the Home Rule Charter does not specifically define economic development activities, but the City Council of the City of Central, as the legislative and governing body of the City is authorized to determine what constitutes authorized economic development activities; and

WHEREAS, the City owns the Belvidere Theatre ("Theatre"), which, having been built in 1875, is a significant contributing building within the Central City – Black Hawk – Nevadaville National Historic Landmark District; and

WHEREAS, the City has dedicated historic preservation funds towards the restoration and rehabilitation of the Theatre as a means of promoting economic development, historic preservation, and establishing a community focal point and gathering space; and

WHEREAS, in 2016 Colorado Preservation, Inc. listed the Theater as one of its Endangered Places; and

WHEREAS, the City desires to enter into a lease agreement with the Central City Building Authority, a Colorado nonprofit corporation ("Authority") for certain real property known as the Belvidere Theater, with a street address of 139 Nevada Street, Central City, CO 80427 ("Lease Agreement"), for municipal and proprietary purposes; to wit, so that the Authority may be eligible for grants and other funds to use for rehabilitating the Theatre, including, but not limited to, tax credits for qualified costs incurred in the preservation of historic structures pursuant to the Colorado Job Creation and Main Street Revitalization Act, C.R.S. §§ 39-22-514.5; and

WHEREAS, pursuant to Section 11.7 of the Home Rule Charter, the City Council must, by ordinance, authorize long-term rentals or leasehold agreements for any municipal purpose; and

WHEREAS, Section 11.7 of the Home Rule Charter defines a long-term lease as any lease having a duration of more than one year; and
WHEREAS, the initial term of the Lease Agreement exceeds one year; and

WHEREAS, the City and the Authority intend to retain the historical significance of the Theatre and to take steps necessary and as deemed appropriate to rehabilitate the building and to contribute significantly to the history and economic health of the City of Central, Gilpin County, and the history of the State of Colorado; and

WHEREAS, the City Council specifically finds that this Ordinance will further the health, safety and general welfare of the City’s inhabitants and will contribute to the preservation of a building of historical significance and the economic diversity of Central City; and

WHEREAS, it is the intent of this Ordinance to authorize the Mayor to execute the necessary documents to enter into a long-term lease agreement with the Authority for the purposes stated herein; and

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

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

Section 1. In accordance Section 11.7 of the Home Rule Charter, the City Council hereby approves the Lease Agreement by and between the City and the Authority in substantially the form attached hereto as Exhibit 1 in order to promote and enhance the City’s economic development and historic preservation efforts.

Section 2. The City Council designates and confirms that the Mayor is authorized to execute the Lease Agreement for and on behalf of the City. The Mayor, in consultation with the City Attorney, may make such non-material changes to the Lease Agreement as the City Manager deems necessary or desirable prior to execution of the Lease Agreement.

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

Section 4. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.
Section 5. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the 21st day of August, 2018, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

Kathryn A. Heider, Mayor

Approved as to form:

Marcus McAskin, City Attorney

ATTEST:

Reba Bechtel, City Clerk

PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the 18th day of September, 2018.

CITY OF CENTRAL, COLORADO

Kathryn A. Heider, Mayor

ATTEST:

Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on August 30, 2018.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on September 20, 2018.
Exhibit 1

BELVIDERE THEATRE
LEASE AGREEMENT
BELVIDERE THEATRE
LEASE AGREEMENT

This Belvidere Theatre Lease Agreement ("Agreement") is entered into this 18th day of September, 2018 by and between the CITY OF CENTRAL CITY, a Colorado home rule municipal corporation with an address of 141 Nevada Street, P.O. Box 249, Central City, Colorado 80427 (the "City" or "Lessor"), and CENTRAL CITY BUILDING AUTHORITY, a Colorado nonprofit corporation with offices at 6530 S. Yosemite Street, Suite 200, Greenwood Village, CO 80111 (the "Authority" or "Lessee"). The City and the Lessee may be collectively referred to as the "Parties" and each individually as "Party."

RECITALS

WHEREAS, the Belvidere Theatre has a street address of 139 Nevada Street, Central City, CO 80427, and is located within the boundaries of the City of Central City ("Theatre"); and

WHEREAS, pursuant to Ordinance 268, the City Council designated the City of Central as an historic district in 1991, and has dedicated historic preservation funds towards the restoration and rehabilitation of the Theatre as a means of promoting economic development and establishing a community focal point and gathering space; and

WHEREAS, the Theatre is a significant contributing building within the Central City – Black Hawk – Nevadaville National Historic Landmark District; and

WHEREAS, in 2016 Colorado Preservation, Inc. listed the Theater, which was built in 1875, as one of its Endangered Places; and

WHEREAS, City is the fee owner of the Theatre, and desires to lease the Theatre to the Authority to facilitate the rehabilitation of the Theatre for public purposes under the terms and conditions set forth in this Agreement; and

WHEREAS, the Authority desires to lease the Theatre from the City to qualify as an owner that will be eligible for grants and other funds to use for rehabilitating the Theatre, including, but not limited to, tax credits for qualified costs incurred in the preservation of historic structures pursuant to the Colorado Job Creation and Main Street Revitalization Act, C.R.S. §§ 39-22-514.5; and

WHEREAS, the Parties intend to retain the historical significance of the Theatre and to take steps necessary and as deemed appropriate to rehabilitate the building and to contribute significantly to the history and economic health of the City of Central, Gilpin County, and the history of the State of Colorado.

NOW, THEREFORE, in consideration of the foregoing and of the promises, representations, and covenants hereinafter made, the Parties do mutually agree as follows:
1. **Right to Enter**: Subject to the terms and conditions of this Agreement, the City hereby leases and grants permission to the Authority and its employees, agents, and contractors to enter upon the Leased Premises, which consists of the real property (including all improvements thereon, whether existing now or hereafter) described in Exhibit A, attached hereto and made a part hereof, subject to subject to existing covenants, conditions, restrictions, easements and encumbrances affecting the same, and such lease to the Authority is hereby deemed to be in the best interests of the City and its residents.

2. **Term and Renewal**: The initial lease term shall be for a period of ten (10) years beginning on September 20, 2018 (the “Effective Date”) and ending on September 20, 2028 ("Lease Term"). Subject to mutual written agreement and in accordance with law, the Parties may renew this Agreement for an additional five (5) years or such other term as is mutually agreeable to the Parties.

3. **Rent**: The Authority shall pay to City rent of ONE DOLLAR ($1.00) per year, payable in a lump-sum payment of TEN DOLLARS ($10.00) (the "Rent"), which shall be paid in full to the City within thirty (30) days of the Effective Date. This lump-sum payment shall not relieve the Authority of the responsibility of paying any sales tax or other tax levied on the rent by any governmental authority or any other payments required from the Authority. In the event of early termination of this Agreement as provided in Sections 15 and 17 of this Agreement, the City shall not be obligated to refund or remit any portion of the paid Rent to the Authority.

4. **Purpose and Use of the Leased Premises**: The Authority may enter upon and use the Leased Premises exclusively for the purposes designated below and in full compliance with all applicable laws, regulations and the Restrictions as enumerated herein. The Authority shall continuously occupy and use the Leased Premises throughout the term of this Agreement.

   a. **Subleases**: The Authority may sublease any portion of the Leased Premises; however, any sublease or other agreement by which the Authority proposes to extend the right of occupancy of any portion of the Leased Premises to a third party for a period of one (1) year or more will be subject to the City’s prior written approval of the proposed sublease, which shall not be unreasonably withheld. Any attempted sublease that does not comply with the requirements of this section or any de facto subdivision of the Leased Premises is prohibited and shall be void and of no legal effect.

   b. **Theatre**: Upon rehabilitation of the Leased Premises as evidenced by a certificate of occupancy issued by City, to use the Leased Premises for the purpose of managing, marketing and operating the Theatre as a public assembly venue for performing arts, entertainment, education, community, convention, corporate, and civic activities, including the presentation and/or production of public, private, invitational, and ticketed events.

   c. **Other Commercial or Non-Profit Uses**: Upon rehabilitation of the Leased Premises as evidenced by a certificate of occupancy issued by City, to use space for purposes as determined under a best-practice business plan to be developed by the Authority (the "Business Plan") that may include renting of the space for events or for other business arrangements. The Business Plan will consider public
purposes and the past history of the building and will look into the future for best use of the Leased Premises to provide sufficient revenues for the operation of the Theatre by the Authority.

5. **Revenues:** All net revenues generated from the Authority’s operation and use of the Leased Premises shall be used by the Authority to support the Theatre operations and for capital improvements of the Theater. The Authority will use these funds for the purpose of operating the Leased Premises and making capital investments in and repairs to the Theatre for its rehabilitation in accordance with any capital improvement plan or other document adopted by the Authority for rehabilitation of the Theatre; provided, however, that the Parties may agree in a separate written instrument that any revenue received from the Authority’s operation of the Leased Premises in excess of the annual operation, repair, and maintenance costs of the Theatre may be used for public projects or public purposes as generally described in C.R.S. §§ 30-20-301(2) and -301(3).

6. **Historic Structure:** The Authority hereby acknowledges the following restrictions on the Leased Premises (“Restrictions”) and agrees to fully comply with such Restrictions:

   a. The Leased Premises are subject to a condition set forth in that certain quitclaim deed from Gilpin County, Colorado to City of Central City dated July 26, 2016 and recorded in the real property records of Gilpin County on July 26, 2016 at Reception Number 156841 (“Quitclaim Deed”), which requires that the Leased Premises be used for public projects or public purposes as generally described in C.R.S. §§ 30-20-301(2) and -301(3).

   b. The Theater is a contributing property included within the Central City – Black Hawk – Nevadaville National Historic Landmark District, and subject to all applicable federal, state, and local regulations concerning the contributing property and the historic district.

   c. The Theatre has been listed as an “Endangered Place” by Colorado Preservation, Inc., and it is the goal of both the City and the Authority to work towards completing the rehabilitation of and endowing the Theatre with such improvements so that it can be removed from this list. Therefore, the City and the Authority shall:

      i. **Cooperate in Operation and Rehabilitation:** The City and the Authority shall cooperate in seeking grants and other funding resources for the operation and rehabilitation of the entire Theatre (the “grants/funding”).

      ii. **City’s Role:** Some grants/funding may require the City to apply as a municipality and administer the grants/funding. The City will use every means possible to obtain these grants/funding. The City may engage the Authority for administration of grants received for rehabilitation and operation of the Theatre.

      iii. **The Authority’s Role:** The Authority shall endeavor to apply for grants/funding to support rehabilitation and operation of the Theatre.

   d. **Joint Goal:** The goal of both Parties will be to facilitate the full rehabilitation of and endowment of the Theatre with additional improvements so that it will be a viable
place of entertainment and commerce in the City and surrounding environs for generations to come.

6. **City's Obligations:**

   a. **Insurance:** During the term of this Agreement, City shall maintain the property and casualty insurance coverage for the Leased Premises issued to the City by Colorado Intergovernmental Risk Sharing Agency ("CIRSA"). The City guarantees that the Leased Premises will be continuously insured throughout the term of this Agreement and shall provide the Authority with a copy of CIRSA proof of insurance coverage upon written request of the Authority.

   b. **Maintenance Support:** The City shall maintain the public right-of-way adjacent to the Leased Premises, including trash removal and snow shoveling, at a comparable level of service the City provides to its other City buildings and rights-of-way.

7. **The Authority's Obligations Regarding Insurance, Maintenance and Repairs:**

   a. Upon rehabilitation of the Leased Premises as evidenced by a certificate of occupancy issued by City, the Authority shall maintain sufficient Commercial General Liability and Business Personal Property insurance coverage for its operations and its personal property contained within the Leased Premises. The City agrees to waive any right of subrogation in regards to the Authority's insurance coverage.

   b. The Authority, during the Lease Term, agrees to provide all maintenance and repairs of the Leased Premises. The Parties acknowledge that the Authority has limited financial resources and City agrees that any maintenance undertaken by the Authority will be accomplished and funded through donations and grants received as part of restoration/rehabilitation of the Leased Premises.

   c. If the Authority is unable to perform any necessary maintenance or repairs to the Leased Premises, it will promptly notify the City in writing and the City may thereafter determine to undertake the maintenance or repairs. If the City undertakes to perform any such maintenance or repairs, then the Authority shall reimburse City for expenses incurred within such time period as agreed between the parties after the Authority's receipt of the City's invoice for such repairs.

   d. The Authority will notify the City of any repairs that may be reimbursable by insurance.

8. **Utilities:** The City shall be solely responsible for the costs and timely payment of all expenses incurred for water, sewer, gas, electricity, or any other utilities servicing the Leased Premises during the Lease Term.

9. **Improvements:** The Authority agrees that any improvements it makes to the Leased Premises will meet the requirements of the Restrictions stated herein. The Authority shall obtain all necessary permits as are required by any governmental entity for any improvements the Authority makes and under no circumstances will any work take place on or in the Leased Premises without such permits and prior written approval of the City.
Any damage to the Leased Premises caused in whole or in part by improvements and/or repairs made by the Authority shall be repaired at the Authority's sole cost and expense. Any improvements of any kind or nature or items permanently attached to the Leased Premises during the term of this Agreement by the Authority shall become property of the City upon termination of this Agreement.

10. Access: The Authority shall allow the City's authorized representative(s) access to the Leased Premises or any portion thereof at all during reasonable hours for the purpose of examining and inspecting the Leased Premises or for any purpose necessary, incidental to, or connected with the performance of City's obligations hereunder, or in the exercise of its governmental functions. The Authority shall provide the City with a key to access the Leased Premises, which will be secured at City's offices. Except in emergent situations where immediate access by the City is required, the City will request access to the Leased Premises in advance for approval by the Authority's authorized Board member.

11. Damage and Destruction:
   a. If the Leased Premises are destroyed or rendered untenantable, either in whole or in part, by fire or other casualty, the City may, at its option, and following consultation with the Authority, restore the Leased Premises to as near their previous condition as is reasonably possible, and in the meantime, unless the damage was caused by acts, omissions or negligence of the Authority, its agents, employees, contractors or invitees, the Authority's obligations in regard to the portion of the Leased Premises damaged shall be abated in the same proportion as the untenantable portion of the Leased Premises bears to the whole thereof.
   
   b. Unless the City notifies the Authority of its election not to restore the Leased Premises within thirty (30) days after the happening of any such casualty, this Lease shall continue and the City shall commence the necessary restoration.

12. Indemnification/Hold Harmless: The Authority hereby indemnifies, defends and holds City, and its employees, agents and affiliates, harmless from any alleged act or omission of the Authority, or any person claiming under, by or through the Authority, or in any way pertaining to the Authority's use of the Leased Premises, unless due to the negligence or intentional conduct of the City.

13. Condition of Leased Premises: The Authority accepts the Leased Premises in "AS IS" condition. City makes no warranty, guarantee, or covenant of any nature whatsoever concerning the physical condition of the Leased Premises.

14. Events of Default:
   a. The Authority's Default. The Authority shall be in default under this Agreement if the Authority violates or fails to comply with or perform any of the terms, conditions or agreements to be performed or observed by the Authority under this Agreement, within sixty (60) days after written notice from City or such additional time as shall be necessary in the event such violation cannot be cured within such notice period and thereafter proceeds continuously and diligently to complete such cure as determined by City.
b. City’s Default. The City shall be in default under this Agreement if the City violates or fails to comply with or perform any of the terms, conditions or agreements to be performed or observed by City under this Agreement within one hundred eighty (180) days after written notice from the Authority or such additional time as shall be necessary in the event such violation cannot be cured within such notice period and thereafter proceeds continuously and diligently to complete such cure.

15. Effects of Default:

a. If at any time an event of default shall occur and such event of default has not been cured within any applicable cure period of this Agreement, the non-breaching party, upon its election, may declare the Lease Term ended and terminate this Agreement.

b. In the event of the Authority’s default, City may re-enter upon the Leased Premises and the improvements situated thereon, or any part thereof or thereon, either with or without process of law, the Authority waiving any demand for possession of such Leased Premises and any and all permanent improvements then situated thereon, or the City may have such other remedy as the law or this Agreement may afford.

c. Upon the termination of this Agreement, at such election of the City, or in any other way, the Authority shall immediately and peaceably surrender and deliver up the Leased Premises and any leasehold improvements installed in or affixed to the Leased Premises to the City. At such time the title to any and all such leasehold improvements placed on the Leased Premises by the Authority shall revert to or become the exclusive property of the City except for equipment and personal property owned by the Authority. If the Authority shall hold such Leased Premises, or any part thereof, one day after the termination date, it shall be subject to eviction or removal in accordance with law. Any damage which may occur to the Leased Premises due to the Authority’s removal of its equipment and/or personal property shall be repaired by the Authority at its expense and to the City’s commercially reasonable satisfaction.

d. Nothing contained herein shall be construed as precluding the City from having such remedy as may be and become necessary in order to preserve the City’s rights in the Leased Premises and in this Agreement, even before the expiration of the grace or notice periods provided for in this Agreement if, under particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights and estate of the City in this Agreement and in the Leased Premises.

e. Under no circumstances shall the Authority be entitled to compensation from City for any leasehold improvements made by the Authority to the Leased Premises.

16. Cure Periods: All cure and grace periods provided under this Agreement shall be deemed to run consecutively and not concurrently.

17. Unilateral Termination: Notwithstanding any of provision of this Agreement to the contrary, the City shall have the unilateral right to terminate this Lease Agreement by delivering written notice to the Authority given in accordance with Section 27 of this Agreement. The
written notice of termination shall specify the date of termination, which shall be not less than sixty (60) days following delivery of the notice of termination.

18. Assignment: The Authority shall not have the right to assign its rights under this Agreement, in whole or in part, without the prior written consent of the City which shall be evidenced by a resolution of City Council, and which consent may be withheld by the City Council for any reason. Such assignment, transfer or conveyance shall be made only to: (i) an affiliate of the Authority; (ii) banks, insurance companies, or other financial institutions or their affiliates, or (iii) any nonprofit corporation identified in the City Council resolution, but no such assignment, transfer, or conveyance shall be effective as against the City unless and until the Authority has delivered to the City written notice thereof that discloses the name and address of the assignee, so long as such assignment is in accordance with Colorado state law and this Agreement. The City will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or otherwise the City may have against the Authority.

19. Attorney's Fees: In connection with any dispute resolution, administrative or legal proceedings relating to or arising out of this Agreement, including appellate proceedings, or for any action for possession of the Leased Premises or damages, or for the collection of any rent or any other payment required that may be collected by suit, the prevailing party shall be entitled to recover all costs and reasonable attorneys' and other professional fees incurred by such prevailing party for any litigation, mediation or appeal whether litigated or settled.

20. Partial Invalidity: If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

21. Successors in Interest: Unless otherwise provided in this Agreement, the terms, covenants and conditions herein shall apply to and bind the heirs, successors, executors, administrators and assigns of all the Parties hereto, all of whom shall be jointly and severally liable hereunder.

22. Non-Discrimination: In the process of completing any improvements on, over or under said Leased Premises and the furnishing of services thereon, the Authority shall not discriminate against any person on the grounds of race, color, sex, disability, or national origin.

22. Holding-Over: If the Authority holds over and remains in possession of the Leased Premises after the expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Agreement but shall create a tenancy from month to month which the City may terminate at any time upon ninety (90) days' advance written notice.

23. Surrender: Upon expiration of the Lease Term or early termination of this Agreement, the Authority will peaceably and quietly deliver possession of the Leased Premises and all permanent improvements which the Authority may have constructed upon the Leased Premises pursuant to the provisions of this Agreement. At that time the title to any and all permanent improvements placed on the Leased Premises by the Authority shall automatically become the exclusive property of the City, except for any equipment and
personal property owned by the Authority. Any damage which may occur to the Leased Premises, due to the Authority’s removal of such equipment and/or personal property, shall be repaired by the Authority at its sole cost and expense and to the City’s reasonable satisfaction.

24. Prohibition Against Encumbrances:
   
a. The Authority shall defend and hold harmless the City from any claim or demand, including attorneys’ fees, on the part of any person, firm or corporation, performing labor or furnishing materials in connection with the building and construction of any improvements on the Leased Premises; and
   
b. The Authority shall not engage in any financing or any other transaction that creates any mortgages, mechanic’s or materialman’s liens, or any other encumbrances or liens or claims of any kind upon City’s fee interest in the Leased Premises or any portion of the Theatre; and
   
c. It is distinctly understood and agreed that any person, firm or corporation furnishing materials or performing labor on behalf of the Authority on the Leased Premises shall look only to the Authority for any payment owed for such, and that no lien or claim shall be allowed to attach to City’s fee interest in the Leased Premises. In the event that the Authority shall fail and refuse to pay and discharge any amount of money that may be due for materials furnished or labor performed in connection with the construction of improvements on the Leased Premises, and such default shall have continued for a thirty (30) day period, in accordance with Colorado statutes, the Authority shall post a surety bond with the Clerk of the Circuit Court in and for Gilpin County, Colorado, and have any such lien transferred to said bond and said action by the Authority shall cure the default and the City shall have no right of termination for such default. Should the Authority fail to post the required surety bond, the City may terminate this Agreement for default as provided in this Agreement. Upon the termination of this Agreement by reason of such default, all permanent improvements (except as otherwise provided herein) placed upon the Leased Premises by the Authority shall be and become the property of the City, and the Authority shall have no further right, title or interest therein, and the City shall have the full right, power and authority to enter upon the Leased Premises and take possession of the same and all other structures thereon.
   
25. Time is of The Essence: As to the payment of rent and the performance by the Parties of the requirements, conditions and covenants of this Agreement, time is of the essence.

26. Choice of Law/Venue: This Agreement shall be interpreted and construed under the laws of the State of Colorado. The Parties agree that venue for any legal action under this Agreement shall be in Gilpin County, Colorado.

27. Notices: Any notice shall be in writing and shall be deemed delivered when personally delivered or if mailed by United States registered or certified mail, return receipt requested and postage prepaid, addressed as follows:
To THE AUTHORITY:

Central City Building Authority
c/o Marcus McAskin
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111

With a copy to:

City Attorney
Marcus McAskin
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111

28. Waivers: In the event that City at any time shall waive any default by the Authority of any of the covenants and conditions of this Agreement, then such waiver shall not be construed to be a continuing waiver of such default and shall not be construed as a waiver of any subsequent default that may be committed by the Authority.

29. Headings: The headings used for the sections of this Agreement are for ease of reference only and are not to be construed as adding to or detracting from the meaning contained therein.

30. Radon Gas Notification: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Colorado.

31. Hazardous Substances: The City has no knowledge of and makes no representation or warranty regarding the existence or disposal of any substance, chemical, material, or waste on the Leased Premises that is or are identified as hazardous, toxic or dangerous under any applicable federal, state or local regulation (collectively “Substances”). The Authority shall not introduce or use any such Substances on the Leased Premises in violation of any applicable law.

32. Injuries and Loss: The City shall not be liable for any injury or damage to persons or property caused by, arising from or resulting from steam, electricity, gas, water, or any other cause or happening whatsoever, unless the same is due to the negligence of the City, its agents, servants, or employees.

33. Signs/Naming Rights: The Authority shall not rename or install any signs on the Leased Premises building or any exterior portion thereof without the prior written consent and approval of the City acting by and through its Mayor, which consent shall not be unreasonably withheld or delayed. It is hereby expressly acknowledged that the Authority
shall be authorized to name the interior rooms or spaces of the Leased Premises and any part thereof, without the consent of City. The City shall not formally name any improvements located on the Leased Premises without the prior written consent of the Authority, which consent shall not be unreasonably withheld or delayed.

34. **Net Lease**: Except as provided herein, all costs, expenses, and obligations of every kind or nature, whatsoever, relating to the Authority’s occupancy and use of the Leased Premises, that may arise or become due during the term of this Agreement, shall be paid by the Authority, and City shall be indemnified and held harmless by the Authority from and against the same.

35. **Quiet Enjoyment**: Upon the Authority’s compliance with the terms and conditions hereof, City covenants and agrees that the Authority may peacefully and quietly enjoy the Leased Premises.

36. **Counterparts**: This Agreement and any amendments hereto may be executed in any number of identical counterparts, and each counterpart thereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute a single instrument. For purposes of executing this Agreement, signatures delivered by facsimile, email or other electronic means shall be deemed valid signatures of any party thereon and shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

37. **Termination**: Notwithstanding the provisions concerning the term of this Agreement, the City shall have the right during the entire term of this Lease, including any renewal period, to terminate this Lease by giving at least sixty (60) days’ written notice to the Authority in accordance with the Notices provision in this Agreement. If the City and the Authority mutually agree that the termination of this Agreement is necessary for the Theatre to be eligible for additional financial support, then the City may terminate this Agreement by giving at least ten (10) days’ written notice to the Authority in accordance with the Notices provision in this Agreement.

38. **Dispute Resolution**: The Parties agree that they will first attempt to resolve any dispute, claim, cause of action, or complaint (together “Claim”) arising out of or related to this Lease through informal discussions between the Parties. Should such discussions not result in a resolution, the Parties agree that the Claim will be submitted first to non-binding mediation prior to either party seeking a judicial resolution.

39. **Entire Agreement**: This Agreement and any attached Exhibits constitute the entire agreement between City and the Authority, superseding all prior oral and written communications. None of the provisions of this Agreement shall be amended, altered, or changed except by a written agreement executed by the Parties hereto.

40. **TABOR**: The Parties understand and agree that the City is subject to Article X, Section 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms
of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the applicable rules, regulations, and resolutions of the City and any other applicable law.

41. Governmental Immunity: The Parties hereto understand and agree that the City, its elected officials, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as the same may be amended from time to time, or otherwise available to the City.

[Remainder of page left blank intentionally. Signatures appear on the following page.]
IN WITNESS WHEREOF, the Parties hereto each herewith subscribe the same in duplicate.

CITY OF CENTRAL, COLORADO

Kathryn A. Heider, Mayor, authorized by Ordinance No. 18-10

Approved as to form:

Marcus McAskin, Cty Attorney

ATTEST:

Reba Bechtel, City Clerk

CENTRAL CITY BUILDING AUTHORITY, a Colorado non-profit corporation

By: Daniel Miera, Vice President

ATTEST:

Secretary or Assistant Secretary
EXHIBIT A - LEGAL DESCRIPTION OF LEASED PREMISES

S:12  T:3S  R:73W  Subd: CENTRAL CITY  Block:001  Lot 019 THRU 021 (PT Lot 21) & IMPROVEMENTS
COUNTY OF GILPIN,
STATE OF COLORADO

Commonly known as the Belvidere Theatre and having a street address of 139 Nevada Street, Central City, CO 80427 Gilpin County Parcel I.D. #s: 183512301150 (Account No. R002887), and being all of the real property described in that certain Quitclaim Deed dated July 26, 2016 and recorded in the real property records of Gilpin County on July 26, 2016 at Reception Number 156841.
AGENDA ITEM # 8
CITY COUNCIL COMMUNICATION FORM

FROM: Daniel Miera, City Manager
THROUGH: Marcus McAskin, City Attorney
DATE: September 13, 2018 (for September 18, 2018 regular meeting)
ITEM: Ordinance 18-11

___ X ___ MOTION
      ___ INFORMATION

I. REQUEST OR ISSUE: Ordinance No. 18-11 ("Ordinance") approves a License Fee Rebate Agreement ("Agreement") with 321 Gregory Street, LLC and Gregory Gaming, LLC. 321 Gregory is the current record owner of the Grand "Z" Casino, and Gregory Gaming operates and manages the Casino. 321 Gregory and Gregory Gaming are referred to as the "Owner/Operator" in the Agreement.

The City desires to assist Owner/Operator with the completion of certain public improvements in the general vicinity of the Casino including the specific improvements on or in the immediate vicinity of the AGE Lot:

- installation of storm water infrastructure from the current outlet leaving the Casino garage on the east side to the west side of the box culvert under D Street, from the east side of the box culvert under D Street down to the west side of the box culvert under Leavitt Street;

- import of clean fill over the storm water infrastructure, bringing the AGE Lot up to grade level or substantially grade level with adjacent streets sufficient to complete the other eligible improvements;

- the improvement of the surface area of the AGE Lot for public parking, subject to certain restrictions outlined below;
• undergrounding overhead utilities; and

• installation of curb, gutter, sidewalk and street lighting in locations on or in the vicinity of the AGE Lot or elsewhere as may be approved in advance by the City in writing (together, the "Eligible Improvements").

The Owner/Operator’s completion of the Eligible Improvements was contemplated in that certain Lease Agreement by and between the City and 321 Gregory for the AGE Lot dated December 6, 2017 (the "Lease Agreement"). A copy of the Lease Agreement is incorporated into the Agreement as Exhibit A.

City Staff has determined that assisting the Owner/Operator with completion of the Eligible Improvements will substantially benefit the public through improved stormwater conveyance infrastructure, additional public parking, and improved community aesthetics.

City Council is authorized to refund a percentage or portion of License Fees for New Gaming Devices where such refunds further the economic development goals of the City.

The Agreement is incorporated as Exhibit 1 to the proposed Ordinance. Following review at the September 18th meeting, Council is asked to adopt Ordinance 18-11 on second reading following public hearing. First reading was held on Tuesday, September 4, 2018.

II. RECOMMENDED ACTION / NEXT STEP: Approve Ordinance No. 18-11 on second reading following public hearing.

III. FISCAL IMPACTS: The Agreement contemplates City participation in the Eligible Improvements by rebating a fixed percentage of eligible annual license fees up to a maximum rebate amount of verified costs associated with the Eligible Improvements ("Rebate Sum"). The City’s share of the cost of eligible improvements will be funded through a rebate of a graduated percentage of eligible License Fees, as set forth in the Agreement.

IV. BACKGROUND INFORMATION:

As set forth above, the Lease Agreement contemplated the Owner/Operator’s completion of the Eligible Improvements. The Agreement sets forth that if a surface parking lot is constructed on the AGE Lot (as currently contemplated), a minimum of thirty (30) spaces will be reserved for free use by the public in perpetuity. In order to ensure the availability of the public parking spaces, the AGE Lot shall be subject to a deed restriction or appropriate easement. The Agreement further contemplates that the recordation of such deed restriction or easement, in a form approved by the City Attorney and City Manager, must occur prior to the Owner/Operator proceeding with the installation of the Eligible Improvements and that the City shall have no obligation to pay any portion of the Rebate Sum until the deed restriction or easement has been finalized and recorded in the real property records of Gilpin County, Colorado.

V. LEGAL ISSUES: None. Section 5.8 of the Home Rule Charter requires every act creating an indebtedness to be approved by Ordinance. While the Agreement creates a
conditional repayment obligation of the City, the Agreement remains subject to annual appropriation and does not constitute a multiple-year financial obligation of the City.

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

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

1. Adopt Ordinance No. 18-11 on second reading following public hearing;

2. Direct staff to revise the Ordinance or the Agreement and continue the public hearing on the Ordinance to a time and date certain; or

3. Reject or deny the Ordinance.

**RECOMMENDED MOTION:** "I MOVE TO APPROVE ORDINANCE NO. 18-11, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, APPROVING A LICENSE FEE REBATE AGREEMENT WITH 321 GREGORY STREET, LLC AND GREGORY GAMING, LLC ON SECOND READING."
CITY OF CENTRAL, COLORADO
ORDINANCE 18-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CENTRAL, COLORADO, APPROVING A LICENSE FEE REBATE
AGREEMENT WITH 321 GREGORY STREET, LLC AND GREGORY
GAMING, LLC

WHEREAS, 321 Gregory Street, LLC and Gregory Gaming, LLC (together
“Owner/Operator”) own and operate the Grand Z Casino Hotel property (“Casino”); and

WHEREAS, the City Council desires to assist the Owner/Operator with defraying the
costs associated with the completion of certain public improvements in the general vicinity of the
Casino, including the installation of storm water infrastructure, the construction of public parking
facilities, undergrounding overhead utilities and the installation of related curb, gutter, sidewalk
and street lighting improvements (the “Eligible Improvements”); and

WHEREAS, the City Council finds that assisting the Owner/Operator with the completion
of the Eligible Improvements will further certain planning and economic development goals of the
City; and

WHEREAS, the City Council finds that assisting the Owner/Operator with completion of
the Eligible Improvements will substantially benefit the public through improved stormwater
conveyance infrastructure, additional public parking, and improved community aesthetics; and

WHEREAS, the City is authorized to refund license fees for new gaming devices where
such refunds further the economic development goals of the City; and

WHEREAS, the methodology for funding the City’s share of the Eligible Improvements
is set forth with specificity in the license fee rebate agreement attached to this Resolution as
Exhibit 1 (the “Rebate Agreement”); and

WHEREAS, the Rebate Agreement establishes a mechanism whereby the City will rebate
a fixed percentage of the verified costs of the Eligible Improvements to the Owner/Operator by
rebating a percentage of annual license fees for new gaming devices; and

WHEREAS, the Rebate Agreement also establishes a maximum rebate sum; and

WHEREAS, in accordance with Section 5.8 of the Home Rule Charter of the City, every
act creating an indebtedness requires approval by ordinance; and

WHEREAS, Owner/Operator and the City have agreed to the terms and conditions of the
Rebate Agreement; and

WHEREAS, the City Council has reviewed the form of the Rebate Agreement and has
found the terms and conditions thereof acceptable.
BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF CENTRAL, COLORADO THAT:

Section 1. The City Council of the City of Central finds that the meetings at which this ordinance was considered and adopted were properly noticed and conducted as open meetings in accordance with Colorado law.

Section 2. The terms of said Rebate Agreement are in the best interests of the City and timely completion of the Eligible Improvements will further certain planning and economic development goals of the City.

Section 3. The City Council designates and confirms that the Mayor has the authority to execute and deliver the Rebate Agreement and any related documents necessary to the consummation of the transactions contemplated by the Rebate Agreement in substantially the form attached hereto as Exhibit 1 for and on behalf of the City. The Mayor, in consultation with the City Manager and the City Attorney, may make such non-material changes to the Rebate Agreement as necessary or desirable and that do not materially increase the obligation(s) of the City, such approval to be conclusively evidenced by the execution and delivery of the Rebate Agreement.

Section 4. 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 5. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the 4th day of September, 2018, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

Kathryn A. Heider, Mayor

Approved as to form:

Marcus McAskin, City Attorney
ATTEST:

______________________________
Reba Bechtel, City Clerk

PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the 18th day of September, 2018.

CITY OF CENTRAL, COLORADO

______________________________
Kathryn A. Heider, Mayor

ATTEST:

______________________________
Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on September 6, 2018.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on September 20, 2018.
Exhibit 1
License Fee Rebate Agreement
CITY OF CENTRAL, COLORADO
LICENSE FEE REBATE AGREEMENT

THIS LICENSE FEE REBATE AGREEMENT (the “Agreement”) is entered into as of the ___ day of ______________ 2018, by and between the CITY OF CENTRAL, a home rule municipality of the State of Colorado (“Central City” or the “City”), 321 GREGORY STREET, LLC, a Colorado limited liability company (“321 Gregory”), and GREGORY GAMING, LLC, a Colorado limited liability company (“Gregory Gaming”) (together, the “Parties”), and is effective as of the date of mutual execution by the Parties (“Effective Date”). 321 Gregory and Gregory Gaming shall be referred to collectively as “Owner/Operator:”) in this Agreement. Capitalized terms used herein and not otherwise defined have the meanings given to them in Section 1.1.

RECITALS

A. The City desires to assist Owner/Operator with the completion of certain public improvements in the general vicinity of the Grand Z Casino Hotel property (“Casino”), including but not limited to the following improvements on or in the immediate vicinity of the AGE Lot:

1) installation of storm water infrastructure from the current outlet leaving the Casino garage on the east side to the west side of the box culvert under D Street, from the east side of the box culvert under D Street down to the west side of the box culvert under Leavitt Street;

2) import of clean fill over the storm water infrastructure, bringing the AGE Lot up to grade level or substantially grade level with adjacent streets sufficient to complete the Eligible Improvements;

3) the improvement of the surface area of the AGE Lot for public parking, subject to certain restrictions outlined below;

4) undergrounding overhead utilities; and

5) installation of curb, gutter, sidewalk and street lighting in locations on or in the vicinity of the AGE Lot or elsewhere as may be approved in advance by the City in writing.

(collectively, the “Eligible Improvements”).

B. 321 Gregory is the current record owner of the Casino;

C. Gregory Gaming operates and manages the Casino;
D. The City desires to assist Owner/Operator with the completion of the Eligible Improvements in order to further planning and economic development goals of the City;

E. The City finds that assisting the Owner/Operator with completion of the Eligible Improvements will substantially benefit the public through improved stormwater conveyance infrastructure, additional public parking, and improved community aesthetics; and

F. The City is authorized to refund a percentage or portion of License Fees for New Gaming Devices where such refunds further the economic development goals of the City.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Owner/Operator agree as follows:

1.0 DEFINITIONS: INTERPRETATION

1.1 Definitions. The terms set forth below shall have the following meanings:

“321 Gregory” means 321 Gregory Street, LLC, a Colorado limited liability company.

“AGE Lot” means that certain property owned by 321 Gregory, located to the west of D Street between Gregory Street and Lawrence Street (Gilpin County Parcel ID: 183512310109), and acquired by 321 Gregory from American Gaming Enterprises LLC, a Colorado limited liability company, by warranty deed dated October 5, 2017.

“Actual Construction Costs” mean those reasonable and direct costs that are incurred for the purpose of constructing any of the Eligible Improvements, as verified by the City in accordance with Section 2.1.1 of this Agreement. Actual Construction Costs shall not include any financing costs, interest, or Owner/Operator profit or overhead.

“Business Day” means any day other than Saturday, Sunday, or other day on which commercial banks in Denver, Colorado are authorized or required to close.

“Casino” means the gaming operation(s) owned and operated by Owner/Operator located at 321 Gregory Street and currently operated as The “Grand Z” Casino Hotel, together with any ancillary and appurtenant restaurant, retail, hotel, entertainment and related operations, and subject to all applicable federal, state and local ordinances and regulations.

“Gaming Device” means any equipment or mechanical, electromechanical, or electronic contrivance, component, or machine used remotely or directly in connection with gaming or any game. The term includes a slot machine, poker table, blackjack table and the cards used to play poker and blackjack.
“Gregory Gaming” means Gregory Gaming, LLC, a Colorado limited liability company.

“License Fees” means the annual license fee imposed in accordance with Section 6-5-30 of the Municipal Code, as the same may be amended from time to time. License Fees shall not include the fees set forth in Section 6-5-40 of the Municipal Code specifically including the transportation fee imposed by the City (or the Central City Transportation Enterprise).

“New Gaming Device” shall have the meaning set forth in Section 2.2.1 below.

“Owner/Operator” means 321 Gregory and Gregory Gaming.

“Person” means an individual, partnership (whether general or limited), joint venture, corporation, limited liability company, trust, estate, custodian, nominee, government (or agency or political subdivision thereof) or other association, entity or group.

“Slot Machine” means any mechanical electrical video, electronic, or other device, contrivance, or machine which, after insertion of a coin, token or similar object, or upon payment of any required consideration whatsoever by a player, is available to be played or operated and which, whether by reason of the skill of the player or application of the element of chance, or both, may deliver or entitle the player operating the machine to receive cash premiums, merchandise, tokens or redeemable game credits, or any other things of value other than unredeemable free games, whether the payoff is made automatically from the machines or in any other manner.

“State Gaming License” means a license issued by the Colorado Limited Gaming Control Commission or its successor agencies which authorizes any person to engage in gaming within the City of Central.

1.2 Interpretation: References. Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate. Article and section headings are for convenience of reference and shall not affect the construction or interpretation of this Agreement. Whenever the terms “hereof”, “hereby”, “herein”, or words of similar import are used in this Agreement they shall be construed as referring to this Agreement in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Whenever the word “including” is used herein, it shall be construed to mean “including without limitation”. Any reference to a particular “Article” or a “Section” or a “subsection” shall be construed as referring to the indicated article or section or subsection of this Agreement unless the context indicates to the contrary.
2.0 TERMS AND CONDITIONS

2.1 Owner/Operator Obligations.

2.1.1 Construction of Eligible Improvements. Subject to the terms of this Agreement, the Owner/Operator shall design and construct the Eligible Improvements, subject to and in conformance with this Agreement and all applicable City ordinances, rules and regulations, including but not limited to applicable building, zoning, subdivision, safety and other police regulations of the City. Prior to commencing the construction of any Eligible Improvements, the City Engineer shall review and approve: (a) final design; (b) final engineered cost estimates for the Eligible Improvements; and (c) a project schedule including the estimated start date and completion date for the Eligible Improvements. Following review of items (a) through (c) above, the City Engineer shall forward a written recommendation to the City Manager, who shall be authorized to issue written authorization or conditional authorization to Owner/Operator to proceed with construction of the Eligible Improvements, upon confirmation that Owner/Operator has secured all permits necessary to commence with installation of the Eligible Improvements. As set forth in Section 2.1.3 below, construction of the Eligible Improvements shall not commence unless the deed restriction or easement has been recorded in the real property records of Gilpin County, Colorado. If Owner/Operator proceeds to construct or install any Eligible Improvements without the written authorization or conditional authorization of the City Manager, the Eligible Improvements will not be eligible for the rebate incentive contemplated by this Agreement. The Owner/Operator will be responsible for all design, permitting, construction, and warranty of the work associated with the Eligible Improvements. The City Engineer shall be permitted to inspect all work associated with the Eligible Improvements as such work proceeds, and shall serve as the City’s “owner’s representative” for all portions of any Eligible Improvements for which the City will be providing a rebate. Owner/Operator shall cooperate with the City Engineer to ensure that any “punch list” items identified by the City Engineer are addressed and completed to the City Engineer’s satisfaction by Owner/Operator or the Owner/Operator’s contractor(s) hired to construct the Eligible Improvements. In order to be eligible for reimbursement through the License Fee rebate incentive mechanism set forth in this Agreement, Owner/Operator must complete the Eligible Improvements on or prior to October 30, 2022.

2.1.2 Property interest(s) in AGE Lot. 321 Gregory is the current record owner of the AGE Lot. Owner/Operator shall obtain easements, leasehold interests, license agreements, or other property interests in any other properties located in the immediate vicinity of the AGE Lot, as necessary to permit the installation of the Eligible Improvements prior to undertaking any construction of the Eligible Improvements. Nothing in this Agreement shall modify any term of the Lease Agreement dated December
6, 2017 by and between 321 Gregory and the City ("AGE Lease Agreement"), a copy of which is attached to this Agreement as Exhibit A and is incorporated herein by reference.

2.1.3 Free Municipal Parking. If a surface parking lot is constructed on the AGE Lot, a minimum of thirty (30) spaces shall be reserved for free use by the public ("Public Parking Spaces"). In order to ensure the availability of Public Parking Spaces, the AGE Lot shall be subject to a deed restriction or appropriate easement allowing for the perpetual use of the AGE Lot for the Public Parking Spaces consistent with the terms herein. The terms of the deed restriction or easement shall be negotiated between the City and 321 Gregory, but at a minimum shall provide the following: (1) the non-exclusive and perpetual right to ingress and egress to the AGE Lot by the City and the public; (2) perpetual free use of the Public Parking Spaces by the public; (3) Owner/Operator’s ongoing maintenance of the AGE Lot such that the Public Parking Spaces are continuously available; and (4) Owner/Operator’s obligation to provide adequate insurance and to hold harmless and indemnify the City from claims, suits and damages arising from construction, operation and maintenance of the AGE Lot or Public Parking Spaces. Recordation of such deed restriction or easement, in a form approved by the City Attorney and City Manager, shall occur no later than the date on which the City Manager issues written authorization or conditional authorization to Owner/Operator to proceed with construction of the Eligible Improvements in accordance with Section 2.1.1 above. The City shall have no obligation to pay any portion of the Rebate Sum contemplated by this Agreement until the deed restriction or easement has been finalized and recorded in the real property records of Gilpin County, Colorado. The City reserves the right to remove the deed restriction or quitclaim the City’s interest in the easement to 321 Gregory or the current record owner of the AGE Lot on terms and conditions acceptable to the City, including but not limited to payment of a deed restriction or easement termination fee equal to a minimum of twenty-five percent (25%) of the Rebate Sum ("Termination Payment"). The amount of the Termination Payment, if any, shall be established by resolution of City Council adopted at a regular or special meeting of City Council.

2.1.4 Owner/Operator Documentation. Upon final completion of the construction of any Eligible Improvements, the Owner/Operator shall verify by sworn affidavit and document by receipts for payment, all costs incurred in the construction of the Eligible Improvements. The affidavit and receipts shall be provided to the City Engineer and City Manager. The City shall have sixty (60) days to accept or challenge Owner/Operator’s verified construction costs. Once the City has confirmed the Actual Construction Costs, the Rebate Sum shall be fixed, and reimbursement of License Fees as provided in Section 2.2.1 hereof shall commence, based on Actual Construction Costs and upon actual collections by the City of License Fees paid by Owner/Operator.

2.1.5 Adherence to City Regulations. Nothing contained in this Agreement shall be construed to relieve the Owner/Operator from full compliance with all ordinances,
resolutions, rules, regulations and written policies of the City, including the payment of all applicable taxes, fees, licenses, and permits (subject to a License Fee rebate as specified in Section 2.2.1), and compliance with all applicable City subdivision, zoning, building, historic preservation, fire and safety codes, and all other applicable ordinances and regulations of the City. Any Eligible Improvements, including without limitation, stormwater conveyance, public sidewalks, street lights, surface parking, shall be designed, constructed and paid for by the Owner/Operator in conformance with this Agreement and all City ordinances and regulations.

2.1.6 Availability of Records. The Owner/Operator agrees to cooperate with the City and make its records and Casino available to the City during normal business hours in order for the City to make the appropriate rebate payments to Owner/Operator.

2.2 Central City Obligations. In exchange for the obligations of the Owner/Operator set forth in Section 2.1 and its subsections, the City agrees to the following:

2.2.1 Rebate Incentive. In exchange for the Owner/Operator's construction of authorized Eligible Improvements, and subject to the terms hereof, the City hereby agrees to refund to the Owner/Operator a graduated percentage of all eligible License Fees paid by the Owner/Operator to the City for each Gaming Device of the Casino in excess of number of Gaming Devices existing at the Casino as of July 1, 2017 of this Agreement ("New Gaming Devices"), on the condition that the New Gaming Devices also represent a net increase in total Gaming Devices within the City. The graduated percentage of all eligible License Fees for the New Gaming Devices is set forth in the table below:

<table>
<thead>
<tr>
<th>Number of New Gaming Devices (added after July 1, 2017)</th>
<th>Percentage of Eligible Fee Rebated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-100</td>
<td>50%</td>
</tr>
<tr>
<td>101-200</td>
<td>60%</td>
</tr>
<tr>
<td>201-300</td>
<td>70%</td>
</tr>
<tr>
<td>301-400</td>
<td>80%</td>
</tr>
<tr>
<td>401-500</td>
<td>90%</td>
</tr>
</tbody>
</table>

The number of New Gaming Devices eligible for the License Fee rebate shall be capped at 500. The City shall refund the percentage of License Fees set forth above up to a maximum dollar amount equal to Eighty-Eight Percent (88%) of the Actual Construction Costs of all Eligible Improvements approved and accepted by the City, but not exceeding Eight Hundred and Eighty Thousand Dollars ($880,000.00) ("Rebate Sum"). Owner/Operator agrees that when Actual Construction Costs are known and following verification and approval of Actual Construction Costs by the City, the Rebate Sum shall be determined and attached and incorporated into this Agreement as Exhibit B. The Rebate Sum shall be specifically set forth and identified in Exhibit B.
Unless otherwise directed in writing by the Owner/Operator during the term of this Agreement, all payments of the Rebate Sum made by the City shall be made to 321 Gregory. The Owner/Operator shall be entitled to a rebate of eligible License Fees, provided that each of the following occurs: (1) the License Fee rebate is paid on New Gaming Devices only, as that term is defined in Section 2.2.1; (2) the City has approved the Actual Construction Costs; (3) Owner/Operator has paid License Fees to the City; and (4) Owner/Operator is and remains in compliance with all applicable City ordinances, rules and regulations.

2.2.2 Payment of Rebate. Upon calculation by the City of the correct amount of License Fees paid by the Owner/Operator for each New Gaming Device on a monthly basis, the City shall issue the appropriate License Fee rebate for the preceding month's payment. Until the Rebate Sum is paid to Owner/Operator, the City agrees to pay the monthly rebate to the Owner/Operator within thirty (30) days of the Owner/Operator's timely payment of monthly License Fees in accordance with Article V, Chapter 6 of the Central City Municipal Code, as may be amended from time to time.

3.0 TERM AND TERMINATION

This Agreement shall be effective as of the Effective Date and shall remain in effect until such time as the Rebate Sum has been paid. This Agreement may be terminated:

3.1 Upon the mutual written consent and approval of all Parties.

3.2 By either Owner/Operator or the City if the other Party has materially breached this Agreement; provided that the terminating Party is not also in material breach of this Agreement and has provided written notice to the breaching Party stating its intention to declare a default and to terminate this Agreement and describing in reasonable detail the nature of the breach, and the breaching Party fails to cure or take substantial steps to cure the breach within thirty (30) days of receipt of such notice. The correction of the material breach shall constitute a cure thereof.

3.3 For purposes of this Section, a material breach by Owner/Operator shall include but not be limited to closure of the Casino for a period exceeding thirty (30) consecutive days.

4.0 DISPUTE RESOLUTION

4.1 General. All Parties shall use commercially reasonable efforts to negotiate an amicable resolution to any dispute arising from this Agreement. However, if Owner/Operator and the City are unable to negotiate an amicable resolution of a dispute within thirty (30) days from the date of written notice of the dispute, or such other time period as the Parties mutually agree in writing, any party may initiate a claim in accordance with Section 4.2.

4.2 Jurisdiction. This Agreement shall be governed by the laws of the State of Colorado, whose courts shall have exclusive jurisdiction over any claim or cause of action arising
under this Agreement. Venue for any and all legal actions arising hereunder shall lie in the district court in and for the County of Gilpin, State of Colorado. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court or forum. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity. In addition to any other available remedies, it is understood and agreed that the City may, in its sole discretion, withhold or refuse to issue License Fee rebates requested by Owner/Operator or other due to Owner/Operator under the terms of this Agreement, in the event of a breach of this Agreement by Owner/Operator.

5.0 MISCELLANEOUS PROVISIONS

5.1 Notices. Any notice required, permitted or provided for in this Agreement shall be in writing and shall be personally delivered, or mailed first class mail (postage prepaid, return receipt requested), or sent by reputable overnight courier service (charges prepaid) to the recipient at the address below indicated, or at such address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices shall be deemed to have been given hereunder when delivered personally on the day of delivery, five days after deposit in the U.S. mail and one Business Day after deposit with a reputable overnight courier service.

To Central City:

City of Central, Colorado
PO Box 249
141 Nevada Street
Central City, CO 80427
Attn: City Manager

With a copy to:

City Attorney
c/o Michow Cox & McAskin LLP
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111

To 321 Gregory:

321 Gregory Street, LLC
101 Gregory Street
P.O. Box 49
Black Hawk, CO 80422
Attn: John Zimpel

To Gregory Gaming:

Gregory Gaming, LLC
101 Gregory Street
P.O. Box 49
Black Hawk, CO 80422
Attn: John Zimpel

5.2 Entire Agreement. Except as otherwise expressly set forth herein, this Agreement embodies the complete agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.
5.3 Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the City and Owner/Operator. The failure of any Party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

5.4 Severability. If any provision of this Agreement or the application thereof to any Person or circumstances shall be invalid or unenforceable to any extent, and such invalidity or unenforceability does not destroy the basis of the bargain between the Parties, then the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

5.5 Counterparts. This Agreement may be signed in counterparts (including by means of telecopy signature pages), which need not contain the signature of more than one party, but taken together shall constitute one and the same agreement.

5.6 Successors and Assigns. Except as otherwise expressly provided in this Agreement, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any Party without the prior written consent of the other Parties, such written consent to not be unreasonably withheld and any such assignment without such prior written consent shall be null and void.

5.7 Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado. Exclusive venue for any dispute under this Agreement shall be Gilpin County, Colorado.

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

5.9 Governmental Immunity. Nothing contained herein shall limit, waive or intend to waive the monetary limitations or any other rights, immunities, and protections provided to the City of Central by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, its officers, and employees.

5.10 TABOR Compliance. The amount payable under this Agreement by the City is available subject to annual appropriation. Owner/Operator acknowledges and agrees that Article X, Section 20 of the Colorado Constitution, commonly known as TABOR, imposes spending and revenue restrictions on the City and prohibits the City from committing funds on a multi-fiscal year obligation basis.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

THE CITY OF CENTRAL,
COLORADO

By: __________________________
Kathryn M. Heider, Mayor,
authorized pursuant to Ordinance
18-11

APPROVED AS TO FORM:

By: __________________________
City Clerk

By: __________________________
Marcus A. McAskin, City Attorney
OWNER: 321 GREGORY STREET, LLC, a Colorado limited liability company

By: __________________________

Name: _______________________
Title: _______________________

STATE OF COLORADO )
 ) ss.
COUNTY OF ___________

The foregoing License Fee Rebate Agreement was acknowledged before me this ___ day of __________________, 2018, by ____________________, as __________________ of 321 Gregory Street, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: ______________

________________________________________
Notary Public

[SEAL]
OPERATOR: GREGORY GAMING, LLC, a Colorado limited liability company

By: ____________________________

Name: __________________________

Title: __________________________

STATE OF COLORADO )
 ) ss.
 COUNTY OF ____________

The foregoing License Fee Rebate Agreement was acknowledged before me this ___ day of ________________, 2018, by ____________________, as ____________________ of Gregory Gaming, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: ________________

________________________________________

Notary Public

[SEAL]
Exhibit A
AGE Lot Lease Agreement
(December 6, 2017)
attached
LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into by and between 321 GREGORY STREET, LLC, a Colorado limited liability company, whose legal address is P.O. Box 49, Black Hawk, Colorado 80422 ("Lessor") and THE CITY OF CENTRAL, a home rule municipality of the State of Colorado ("Lessee" or "City") (together, the "Parties").

I. Leased Premises:
Lessor is the sole owner of that certain real property described in Exhibit A attached hereto (the "Subject Property"). Lessor hereby leases the Subject Property to the City in accordance with the terms of this Agreement.

II. Term:
The initial term of this Agreement shall commence on the date of mutual execution of this Agreement by the Parties ("Lease Commencement Date"), and shall terminate at midnight on December 31, 2020. The City shall have the right to renew this Agreement for three (3) five-year terms, with the initial five-year term to commence on January 1, 2021. Each renewal term shall commence on January 1st at 12:01 a.m. and shall terminate on December 31st at midnight. Should the City choose to exercise its option to renew this Agreement, the City shall provide Lessor written notice of its intent to renew no later than December 15th immediately preceding the commencement of the next ensuing five-year lease term.

III. Rent:
Lessee agrees to pay Lessor rent in the amount of Three Dollars and no/100 ($3.00) for the initial term terminating on December 31, 2020, with said amount being due and payable within ten (10) business days following the mutual execution of this Agreement by the Parties. Thereafter, rent shall continue at the rates set forth with particularity below payable on or before January 15th in any year in which the City has exercised its right to extend the term of this Agreement (unless an alternative payment date appears below).

<table>
<thead>
<tr>
<th>Year(s)</th>
<th>Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021-2025</td>
<td>$5.00 ($1.00 per calendar year)</td>
</tr>
<tr>
<td>2026-2030</td>
<td>$6.25 ($1.25 per calendar year)</td>
</tr>
<tr>
<td>2031-2035</td>
<td>$7.50 ($1.50 per calendar year)</td>
</tr>
</tbody>
</table>

IV. Purpose of Lease:
The Parties are entering into this Agreement in order to allow the Lessee to use and occupy the Subject Property for any lawful purpose from and after the Lease Commencement Date. The Parties are also entering into this Agreement in order to facilitate the acquisition of additional public and handicapped surface parking for the benefit of all City residents and...
visitors following the date on which Lessor completes certain contemplated improvements to the Subject Property including:

(a) installation of storm water infrastructure;

(b) import of clean fill over the storm water infrastructure, bringing the Subject Property up to grade level with adjacent streets;

(c) the improvement of the surface area of the Subject Property for public parking;

(d) undergrounding overhead utilities where possible;

(e) and installation of curb, gutter, sidewalk and street lighting in locations on or in the vicinity of the Subject Property or elsewhere as may be approved in advance by the City in writing

(collectively, the “Improvements”).

V. Use of Subject Property:
Lessee shall have the right to use and occupy the Subject Property for any lawful purpose from and after the Lease Commencement Date, and shall have the right to sublease any portion of the Subject Property for any such lawful purposes, without obtaining the advance written consent of Lessor. Lessee shall not use or permit the use of the Subject Property in any way that:

(a) violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Subject Property; or

(c) constitutes the commission of waste on the Subject Property or the commission or maintenance of a nuisance.

VI. Alterations:
Lessee shall not make or permit any other person to make any alterations to the Subject Property without the prior written consent of the Lessor. Notwithstanding this Section VI, the Lessor shall maintain the right to enter upon the Subject Property at all reasonable times as necessary to design and construct the Improvements. All Improvements will be completed by Lessor at Lessor’s cost in accordance with a site plan approved by the City in accordance with applicable requirements of the City’s Land Development Code and in accordance with final construction plans approved by the City Engineer.

VII. Indemnity:
To the extent permitted by law, and without waiving governmental immunity as set forth in Section XVI(d) below, the City shall indemnify and hold the Lessor free and harmless from any and all liability, claims, loss, damages or expenses, arising by reason of death or injury of
any person, caused by the Lessee’s use and occupation of the Subject Property for governmental or proprietary functions.

VIII. Insurance:

The City shall, at its own cost and expense, secure and maintain during the term of this Agreement property, casualty, fire, or other forms of rental insurance deemed suitable by the City to adequately protect its interests in the Subject Property. Lessor shall be responsible for carrying insurance for the Subject Property in an amount to be determined by Lessor.

IX. Maintenance and Repairs:

Lessee accepts the Subject Property in their as-is condition and agrees to maintain the Subject Property in such condition, subject to ordinary wear and tear. Lessee will have no responsibility for major or minor repairs to the Subject Property unless damages are caused by the action of the Lessee or Sublessees and such damages exceed ordinary wear and tear.

X. Utilities:

Lessor shall be responsible for the cost of all utilities associated with the Subject Property including, but not limited to, water, sewer, gas and electricity.

XI. Taxes and Tax-Exempt Status of Subject Property:

The Parties acknowledge and agree that the Subject Property shall be exempt from taxation pursuant to C.R.S. § 31-15-802, § 39-3-105 and § 39-3-124(1)(b). To the extent that any taxes are assessed against the Subject Property during the initial term or any renewal term of this Agreement, Lessor shall remain solely responsible for payment of same. The Parties further acknowledge and agree that Lessor shall be responsible for payment of the City General Fund Fee set forth in Section XV below during the term of this Agreement.

XII. Default, Breach and Remedies:

In the event Lessee alleges any default by Lessor hereunder, Lessee shall deliver to Lessor written notice and Lessor shall have thirty (30) days following receipt of such notice to cure such alleged default or, in the event such alleged default cannot reasonably be cured within such thirty-day period, commence action to cure such alleged default within a reasonable time. Should Lessor fail to cure any alleged default, Lessee’s only remedy shall be its right to terminate this Agreement as set forth in Section XIV(b) below.

XIII. Notices:

All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered, or if mailed by certified mail, upon first attempted delivery by the U.S. Postal Service, return receipt requested, or if delivered via Federal Express or similar overnight courier service, when received, or if by facsimile or e-mail, on a business day if received before 5:00 p.m. local time on such business day, or on the next business day, if received after 5:00 p.m. in local time on a business day or any time on a non-business day. Such notices or other communications shall be sent to the following addresses, unless other addressees are subsequently specified in writing:
If to Lessor:

321 Gregory Street LLC
P.O. Box 49
Black Hawk, CO 80422

If to Lessee:

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

With a copy to:

Michow Cox & McAskin LLP
Attn: Marcus McAskin
6530 S. Yosemite Street, Suite 200
Greenwood Village, CO 80111

XIV. Termination:
This Agreement may be terminated, without penalty or further liability, as follows:

(a) By Lessee choosing to not exercise its option to renew the term of this Agreement in accordance with Section II above.

(b) By Lessee on thirty (30) days prior written notice, if Lessor fails to cure any alleged default or if Lessor fails to complete the Improvements on or before June 30, 2019.

(c) By Lessor on ninety (90) days prior written notice, provided that there will be no refund or partial refund of any City General Fund Fee paid to the City in accordance with Section XV of this Agreement below.

XV. City General Fund Fee:
As consideration for the benefits to the Subject Property derived from the City’s continued provision of certain general municipal services on and in the general vicinity of the Subject Property including but not limited to public safety, public works, and related general municipal services, the Lessor shall pay to the City a General Fund Fee in accordance with this Section XV. The General Fund Fee shall be roughly equivalent to the current assessed value (AV) of the Subject Property, as determined by the Gilpin County Assessor, subject to the limitation set forth in Section XV(b) below, multiplied by the City’s current general fund mill levy.
(a) **Certification of Annual Property Tax Mill Levy.** As part of its annual budget process, the City agrees that on or before December 15th of each year it shall certify the City’s general fund mill levy to the Gilpin County Board of County Commissioners (“BOCC”).

(b) **Calculation of General Fund Fee.** For calendar year 2018 and for each year thereafter during the term of this Agreement, the General Fund Fee to be paid by Lessor for such calendar year shall be calculated in accordance with the following formula:

\[
\text{Final AV of the Subject Property (as determined by Gilpin County Assessor)} \\
\times \text{City General Fund Mill Levy} \\
= \text{General Fund Fee}
\]

For example, if the Final AV of the Property is $189,060 (being the 2017 AV of the Subject Property as determined by the Gilpin County Assessor’s Office), the General Fund Fee would be equal to $1,834.07 calculated as follows:

\[
\text{Final AV of the Subject Property (as determined by Gilpin County Assessor)} \\
\times \text{City General Fund Mill Levy} \\
= \text{General Fund Fee}
\]

\[
\begin{array}{c}
\text{Final AV of the Subject Property (as determined by Gilpin County Assessor)} \\
\times \text{City General Fund Mill Levy} \\
= \text{General Fund Fee}
\end{array}
\]

\[
\begin{array}{c}
\text{\$189,060} \\
\times 0.009701 \\
= 1,834.07
\end{array}
\]

The Parties agree, for purposes of this Agreement, and notwithstanding any revaluation of the Subject Property by the Gilpin County Assessor’s Office, the AV of the Subject Property shall not fall below its current level of $189,060.

(c) **Notice and Payment.** On or about January 15 of each year commencing in calendar year 2018, the City shall notify the Lessor of the General Fund Fee due and owing under the Agreement; provided that delinquencies or failures in providing such notice shall not affect the validity or collectability of any General Fund Fee imposed hereunder. In conjunction with the calculation of the General Fund Fee the City will provide the Lessor with a copy of the Subject Property’s Final AV and confirmation of the City’s general fund mill levy certified to the Gilpin County BOCC. The General Fund Fee shall be due and payable to the City not later than forty-five (45) days after notification by the City.

XVI. **Miscellaneous:**

(a) Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party.
Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

(b) This Agreement shall be interpreted according to the laws of the State of Colorado. Venue for any action arising under this Agreement shall be in the District Court for Gilpin County, Colorado.

(c) The parties understand and agree that the City is subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the applicable rules, regulations, and resolutions of the City and any other applicable law.

(d) The Parties hereto understand and agree that the City, its elected officials, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as the same may be amended from time to time, or otherwise available to the City.

(e) Each provision of this Agreement is severable. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

(f) This Agreement constitutes the entire written agreement between the parties regarding use of the Subject Property and supersedes any prior agreements, whether verbal or written, between the parties or their employees or representatives which pertain to the same subject matter. Any modifications to this Agreement must be executed in writing signed by both parties. The Parties reserve the right to modify and amend the legal description of the Property leased under this Agreement following the date on which the Improvements have been completed to the satisfaction of the City Manager or his designee.

(g) A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

(h) The undersigned individuals each represent to the parties that they possess the authority to execute this Agreement and to bind their respective parties.
(i) The City and Lessor acknowledge that each party has reviewed this Agreement and that the normal rule of construction that provides for ambiguities to be resolved against the drafting party shall not apply to the interpretation of this Agreement. This Agreement shall be construed neither for nor against Lessor or the City, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms.

(j) This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, the Parties hereto execute this Lease Agreement on the date(s) set forth below.

LESSOR:

321 GREGORY STREET, LLC, a Colorado limited liability company

By: __________________________________________

Name: John Zimpel
Title: Owner

STATE OF Colorado
COUNTY OF Gilpin

The foregoing Lease Agreement was acknowledged before me this 10th day of December, 2017, by John Zimpel as Owner 321 GREGORY STREET, LLC, a Colorado limited liability company.

Witness my hand and official seal.

[SEAL]

JOAN K LESLIE
Notary Public
State of Colorado
Notary ID # 20084001960
My Commission Expires 01-17-2022
LESSEE:

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

By:  

Daniel Miera, City Manager, authorized pursuant to Ordinance No. 17-11

Date executed: 12/6, 2017

ATTEST:  

Reba Backtel
City Clerk

REVIEWED BY:

City Attorney
Exhibit A
Subject Property

Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, Block 6, and Lots 1 and 52, Block 43, and
All that certain real property known as old "D" street, more particularly described as follows: Commencing at the Northeast Corner of Block 6, Central City, Gilpin County, State of Colorado, thence S. 80° 38' E., a distance of 40.04 feet to a point on the Northwest Corner of Block 43; thence S. 11° 42' W., a distance of 140.00 feet to a point on the Southwest Corner of said Block 43; thence N. 71° 21' W., a distance of 40.33 feet to a point being the Southeast Corner of said Block 6; thence in a straight line in a Northerly direction a distance of 133.60 feet to the Point of Beginning,
Referred to as Lot 1, Age Casino in Preliminary Development Plan PUD recorded Reception No. 141681,
City of Central,
Except any mine of gold, silver, cinnabat or copper or to any valid mining claim or possession held under existing laws, as shown in U.S. Patent to the City of Central, Recorded July 21, 1876, in Book 62 at Page 193,
County of Gilpin, State of Colorado.

Account Number:   R002380
Parcel Number:    183512310109

Diagram depicting approximate boundaries of Subject Property:
Exhibit B
Rebate Sum

(to be updated following verification and approval of
Actual Construction Costs by the City)
AGENDA ITEM # 9
CITY COUNCIL COMMUNICATION FORM

FROM: Daniel R. Miera, City Manager
DATE: September 18, 2018
ITEM: Central City Promise Program Request – Daniel Madrigal-Garcia

NEXT STEP: Review and take action on a Promise Program request for scholarship for Daniel Madrigal-Garcia in the amount of $5,000.00 for continuing post-secondary educational tuition assistance in 2018.

☐ ORDINANCE
☒ MOTION
☐ INFORMATION

I. REQUEST OR ISSUE: The Central City Promise Program was initiated by City Council to encourage high school graduates and G.E.D. recipients of Central City to make post-secondary education a priority. The Promise Program helps make it possible for Central City residents to attend a university, community college or trade school by providing assistance with the costs associated with attending one of these educational institutions.

Mr. Madrigal-Garcia has submitted all of the required information and paperwork (please see attached) and is requesting Promise Program funds in the amount of $5,000.00 in 2018. Mr. Madrigal-Garcia is continuing his post-secondary education at Colorado State University and has received previous Promise Program disbursements in 2016 and 2017 for a total of $10,000.00. The Promise Program Guidelines limit the amount that an individual can receive to a total of $20,000 or four (4) years of funding.

II. RECOMMENDED ACTION / NEXT STEP: Review Promise Program request for scholarship and determine whether to grant funding. Move to award Daniel Madrigal-Garcia with continuing post-secondary educational tuition assistance in the amount of $5,000.00.
III. **FISCAL IMPACTS:** The 2018 Budget has $15,000 allocated for the Promise Program. This is the fourth formal request received-to-date for FY 2018, which exhausts the CY 2018 budget allocated for such requests under account number 01-413-5991. Should the Council desire to approve this request, management has reviewed funding within the general fund that will allow for the granting of this request.

IV. **BACKGROUND INFORMATION:** Please see the attached Guidelines, Application, Affidavit, Letter of Request, and Transcripts provided by the applicant.

V. **LEGAL ISSUES:** None.

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

VII. **SUMMARY AND ALTERNATIVES:**

1. Make a motion to award Daniel Madrigal-Garcia with continuing post-secondary educational tuition assistance in the amounts of $5,000.00.

2. Make a motion to award a lesser amount to the applicant.

3. Deny the tuition assistance request.
To whom it may concern,

I would like to thank the Central City Council for taking the time and consideration for awarding such a generous scholarship. As a third year continuing student at Colorado State University, I would like to request a continuance of financial assistance in the form of this scholarship so that I may pursue my bachelor’s degree in Communications studies with an interest in Anthropology. My family has been living in Central city for over 40 years, qualifying my residency requirements, and I have, to this date, maintained the minimum 2.5 GPA requirement for this award.

My first couple years in college were a blur of indecisiveness as to what I should pick for my major of study. Even today, I am considering adjusting my major to Biological Anthropology with a minor in Communications. I like to explore different avenues of thought. I believe that college is a time to be skeptical, to question your most fundamental beliefs to see which ones survive after being drowned with self doubt. It is a time for personal growth and development, and sometimes that results in a change in your interested area of study.

Anthropology interests me because it ranges from studying anatomy and fossil remains to studying about human cultures and how those cultures interact. Rather than simply explaining how the small-scale mechanical processes of biology, sociology, and archeology function, Anthropology takes a much broader scope of these understandings to better understand human nature. I still believe Communications studies have many practical applications for understanding people and the real world, so I will continue to study that while shifting my focus to Anthropology studies. Again, thank you for your consideration.

Sincerely,

Daniel Madrigal-Garcia
Colorado State University Unofficial Transcript for Daniel Madrigal-Garcia (831001809)

Tuesday, September 11, 2018 11:35:17 AM

Fall Semester 2018 Curriculum
Program Code: CMST-BA
Program Description: BA Communication Studies
Curriculum Level: Undergraduate

<table>
<thead>
<tr>
<th>MAJOR</th>
<th>Department</th>
<th>College</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAJOR</td>
<td>Communication Studies</td>
<td>CMST Communication Studies</td>
</tr>
</tbody>
</table>

Undergraduate
Overall Credit Hours Earned: 65.000
Colorado State University Credit Hours Earned: 52.000
Colorado State University GPA Credit Hours: 52.000
Colorado State University Grade Points: 147.340
Colorado State University Cumulative GPA: 2.833
Transfer Credit Hours Earned: 13.000

Academic Term Summary

<table>
<thead>
<tr>
<th>Term</th>
<th>Term Dates</th>
<th>Class</th>
<th>Major</th>
<th>Term GPA</th>
<th>Quality Points</th>
<th>GPA Hours</th>
<th>Hours Earned</th>
<th>End of Term Standing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall Semester 2018</td>
<td>08/20/2018 - 12/14/2018</td>
<td>Junior</td>
<td>Communication Studies</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
</tr>
<tr>
<td>Summer Session 2018</td>
<td>05/14/2018 - 08/03/2018</td>
<td>Junior</td>
<td>Communication Studies</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
</tr>
<tr>
<td>Term</td>
<td>Course</td>
<td>Title</td>
<td>Credits</td>
<td>Grade</td>
<td>Level</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>----------</td>
<td>-------------------------------------</td>
<td>---------</td>
<td>-------</td>
<td>----------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring Semester 2018</td>
<td>ANTH-371-001</td>
<td>Growing Up Primate</td>
<td>3</td>
<td>B</td>
<td>Undergraduate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring Semester 2018</td>
<td>ANTH-377-001</td>
<td>Anthropology Perspectives-Evolution, Society</td>
<td>3</td>
<td>A</td>
<td>Undergraduate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring Semester 2018</td>
<td>PSY-100-001</td>
<td>General Psychology (GT-SS3)</td>
<td>3</td>
<td>C</td>
<td>Undergraduate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring Semester 2018</td>
<td>SPCM-100-001</td>
<td>Communication and Popular Culture (GT-AH1)</td>
<td>3</td>
<td>C+</td>
<td>Undergraduate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Semester 2017</td>
<td>ANTH-140-001</td>
<td>Introduction to Prehistory (GT-HI1)</td>
<td>3</td>
<td>C</td>
<td>Undergraduate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Semester 2017</td>
<td>ANTH-376-001</td>
<td>Evolution of Human Adaptation</td>
<td>3</td>
<td>A</td>
<td>Undergraduate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Semester 2017</td>
<td>ANTH-376-R01</td>
<td>Evolution of Human Adaptation - Recitation</td>
<td>0</td>
<td>NGC</td>
<td>Undergraduate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Semester 2017</td>
<td>ECON-202-R01</td>
<td>Principles of Microeconomics (GT-SS1)-Recitation</td>
<td>0</td>
<td>NGC</td>
<td>Undergraduate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Term</td>
<td>Institution</td>
<td>Course</td>
<td>Title</td>
<td>Credits</td>
<td>Grade</td>
<td>Notes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------</td>
<td>----------------------------------</td>
<td>----------</td>
<td>-------------------------------------------------</td>
<td>---------</td>
<td>-------</td>
<td>-------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Semester 2017</td>
<td></td>
<td>ECON-202-001</td>
<td>Principles of Microeconomics (GT-SS1)</td>
<td>3</td>
<td>B</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Semester 2017</td>
<td></td>
<td>PHIL-110-003</td>
<td>Logic and Critical Thinking (GT-AH3)</td>
<td>3</td>
<td>B</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Semester 2017</td>
<td></td>
<td>SPCM-201-001</td>
<td>Rhetoric in Western Thought (GT-AH3)</td>
<td>0</td>
<td>W</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring Semester 2017</td>
<td></td>
<td>ANTH-120-001</td>
<td>Human Origins and Variation (GT-SC2)</td>
<td>3</td>
<td>B</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring Semester 2017</td>
<td></td>
<td>ANTH-121-L03</td>
<td>Human Origins and Variation Laboratory (GT-SC1)</td>
<td>1</td>
<td>A</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring Semester 2017</td>
<td></td>
<td>CS-163-001</td>
<td>Java (CS1) No Prior Programming</td>
<td>4</td>
<td>C</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring Semester 2017</td>
<td></td>
<td>CS-163-L10</td>
<td>Java (CS1) No Prior Programming - Lab</td>
<td>0</td>
<td>NGC</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring Semester 2017</td>
<td></td>
<td>MATH-124-001</td>
<td>Logarithmic and Exponential Functions (GT-MA1)</td>
<td>1</td>
<td>A</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring Semester 2017</td>
<td></td>
<td>MATH-160-L11</td>
<td>Calculus for Physical Scientists I (GT-MA1) - Lab</td>
<td>0</td>
<td>NGC</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring Semester 2017</td>
<td></td>
<td>MATH-160-011</td>
<td>Calculus for Physical Scientists I (GT-MA1)</td>
<td>4</td>
<td>C</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Semester 2016</td>
<td></td>
<td>AA-100-001</td>
<td>Introduction to Astronomy (GT-SC2)</td>
<td>3</td>
<td>C+</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Semester 2016</td>
<td></td>
<td>ART-100-002</td>
<td>Introduction to the Visual Arts (GT-AH1)</td>
<td>3</td>
<td>A</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Semester 2016</td>
<td></td>
<td>CHEM-111-R15</td>
<td>General Chemistry I (GT-SC2) - Recitation</td>
<td>0</td>
<td>NGC</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Semester 2016</td>
<td></td>
<td>CHEM-111-004</td>
<td>General Chemistry I (GT-SC2)</td>
<td>4</td>
<td>C</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Semester 2016</td>
<td></td>
<td>ECE-102-L04</td>
<td>Digital Circuit Logic-Lab</td>
<td>0</td>
<td>NGC</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Semester 2016</td>
<td></td>
<td>ECE-102-001</td>
<td>Digital Circuit Logic</td>
<td>4</td>
<td>B+</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Semester 2016</td>
<td></td>
<td>MATH-124-001</td>
<td>Logarithmic and Exponential Functions (GT-MA1)</td>
<td>1</td>
<td>RC</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fall Semester 2016</td>
<td></td>
<td>MATH-126-001</td>
<td>Analytic Trigonometry (GT-MA1)</td>
<td>1</td>
<td>A</td>
<td>Undergraduate</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Transfer Courses**

<table>
<thead>
<tr>
<th>Term</th>
<th>Institution</th>
<th>Course</th>
<th>Title</th>
<th>Credits</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring Semester 2016</td>
<td>Red Rocks Community College</td>
<td>CO-150-</td>
<td>English Composition II</td>
<td>3</td>
<td>TB</td>
</tr>
</tbody>
</table>

https://ramweb.colostate.edu/registrar/Records/Transcripts/UnofficialTranscript.aspx
<table>
<thead>
<tr>
<th>Semester</th>
<th>Institution</th>
<th>Course Code</th>
<th>Course Title</th>
<th>Credits</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring Semester 2016</td>
<td>Advanced Placement Program</td>
<td>LIFE-1+3L</td>
<td>Biology Score of 3</td>
<td>4</td>
<td>TS</td>
</tr>
<tr>
<td>Spring Semester 2015</td>
<td>Red Rocks Community College</td>
<td>GR-100-</td>
<td>World Reg Geog</td>
<td>3</td>
<td>TC</td>
</tr>
<tr>
<td>Fall Semester 2014</td>
<td>Red Rocks Community College</td>
<td>E-1++</td>
<td>World Mythology</td>
<td>3</td>
<td>TC</td>
</tr>
</tbody>
</table>
CENTRAL CITY PROMISE PROGRAM
POST SECONDARY EDUCATION SCHOLARSHIP

The Central City Council would like to encourage high school graduates and G.E.D. recipients of Central City to make post-secondary education a priority. The Council feels that post-secondary education is an important and would like to help make it possible for Central City residents to attend a university, community college or trade school. This program is designed to assist with the costs associated with attending one of these educational institutions.

Qualification

- Applicant must have been a resident or currently be a resident of Central City.
  The award will be graduated on the basis of length of attendance in a school system and resident of Central City as follows:

<table>
<thead>
<tr>
<th>Length of Attendance</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-12</td>
<td>100%</td>
</tr>
<tr>
<td>7, 8 &amp; 9</td>
<td>75%</td>
</tr>
<tr>
<td>10-12</td>
<td>25%</td>
</tr>
</tbody>
</table>

- Applicant must have graduated from a local high school with a diploma or received a G.E.D.
- Applicant must be accepted into a form of post-secondary education or trade school at the time that the application is made.
- Initial application for funds must be made within five (5) years of receiving diploma or G.E.D. unless interrupted by military service.
- Continuing applicants MUST maintain a GPA of 2.5 or higher.

1ST Time Application Guidelines

☐ Complete the attached application in its ENTIRETY
☐ Provide a copy of your high school diploma or G.E.D. certificate
☐ Provide proof of residency within City to establish award percentage. Proof can be transcripts from schools attended and/or an affidavit from the property owner. (Affidavit attached)
☐ Provide one (1) letter of recommendation from a teacher or school administrator
☐ Provide one (1) letter of recommendation from a community member or someone not affiliated with the school
☐ Provide a letter introducing yourself to City Council. Describe your participation in school and in the community, any special honors or awards received, what you hope to do in the future and any other information that you think the City Council may want to know about you.
☐ Include a copy of your acceptance letter to you post-secondary educational institution.
☐ A copy of your class schedule ONLY required if you have already registered for classes
☐ All of the above information should be submitted in one complete package to the City Manager.

**Continuing Application Guidelines**

☐ Complete the attached Application in its ENTIRETY
☐ Provide a copy of post-secondary education transcript that shows a GPA of 2.5 or higher
☐ Provide a letter to City Council requesting to continue your scholarship and briefly describe how your post-secondary education is progressing.

**Program Guidelines**

Once all of the required information has been submitted to the City Manager, it will be put on the Agenda for Council’s review at the next regularly scheduled Council Meeting. The applicant will be informed of this date. It is recommended that the applicant be present at the meeting if possible. City Council meetings are held on the 1st and 3rd Tuesday of every month beginning at 7 p.m. In order for your application to be included on the Agenda all required information must be received by the City Manager NO LATER THAN noon on the Wednesday prior to a Council Meeting. For example, if Council’s next meeting is on July 6th, all application materials must be received no later than noon on June 30th. If your application is approved then a check will be cut and mailed directly to your educational institution following the meeting. Please plan your application submission and tuition due dates accordingly.

- An applicant can receive no more than $5,000 per calendar year
- An applicant’s funding will be capped at four (4) years or $20,000.
- Awards can be used for tuition, associated fees, books and other supplies specifically required for a class only. Room and board are not qualified expenses. Council has the discretion to determine whether or not they feel that an expense is allowable.
- Awards will be made out directly to the post secondary institution unless the applicant and/or another party have already made payment.
  - In the case that payment has already been made and the applicant and/or another party need reimbursement, the applicant must provide proof of payment and note in their application that reimbursement is requested.
  - Reimbursement for books and other supplies requires a receipt
- All scholarship funding is based on Council’s discretion and the amount of funding budgeted for the fiscal year.

If you have any questions or need additional information please feel free to contact the City Manager at (303) 582-5251.
CENTRAL CITY PROMISE PROGRAM SCHOLARSHIP
APPLICATION

First Application __________  Continuing Application ______

Name
Daniel Madrigal - Garcia

Physical Address
300 Lawrence St, Central City, CO 80427

Mailing Address
P.O. Box 305 Central City, CO 80427

Phone
(720) 400-8988

Birth Date
11/25/1997

High School Graduation Date/G.E.D. May 2016

Grades during which you were a resident of Central City 6-12

Name of Post Secondary Institution
Colorado State University

Address of Institution
200 W. Lake St.
Fort Collins, CO 80523

Total Funds Requested
$ 5,000

REQUIRED INFORMATION TO BE SUBMITTED WITH APPLICATION:

1. Provide a copy of your high school diploma or G.E.D. certificate
2. Provide proof of residency within City to establish award percentage. Proof can be transcripts from schools attended and/or an affidavit from the property owner. (Affidavit attached)
3. Provide one (1) letter of recommendation from a teacher or school administrator
4. Provide one (1) letter of recommendation from a community member or someone not affiliated with the school
5. Provide a letter introducing yourself to City Council. Describe your participation in school and in the community, any special honors or awards received, what you hope to
do in the future and any other information that you think the City Council may want to know about you.
6. Include a copy of your acceptance letter to your post-secondary educational institution.

For Continuing Applicants
7. A copy of your class schedule—ONLY required if you have already registered for classes
8. Provide a copy of post-secondary education transcript that shows a GPA of 2.5 or higher
9. Provide a letter to City Council requesting to continue your scholarship and briefly describe how your post-secondary education is progressing.

I hereby certify that the information provided in this application and all accompanying documents is true and correct to the best of my knowledge.

Signature: [Signature]
Date: \text{9-11-18}

I hereby authorize the faculty and staff of \text{CSU Ft. Collins} to release information regarding my academic performance to the City Manager, City of Central.

Student’s Signature: [Signature]
Date: [Date]

Guardian’s Signature: [Signature]
Date: [Date]
I, Daniel Madrigal-Garcia, either currently own/rent a residence in the City of Central or have in the past owned/rented a residence in the City of Central.

The property address is/was 300 Lawrence St. and, I hereby attest to the fact that Daniel Madrigal-Garcia resided at this property while attending the following years of kindergarten through twelfth (12th) grade: 6-12 (list grades attended as a resident).

I hereby certify that the information provided in this application and all accompanying documents is true and correct to the best of my knowledge.

Signature: [Signature] Date: 9-11-18

Printed Name: Daniel Madrigal-Garcia

Applicant Signature: [Signature] Date: 9-11-18
AGENDA ITEM # 10

CITY COUNCIL COMMUNICATION FORM

FROM:       Abigail Robbins, Finance Director

DATE:       September 18, 2018

ITEM:       Acceptance of 2019 CIRSA Property/Casualty & Worker’s Compensation Preliminary Contribution Quotations

NEXT STEP:  Review and accept CIRSA’s 2019 quotes for the City’s Property/Casualty and Workers’ Compensation insurance.

___ ORDINANCE
X _ MOTION
___ INFORMATION

I. REQUEST OR ISSUE:  The City has received CIRSA’s Preliminary Contribution Quotes for 2019 Property/Casualty and Workers’ Compensation Insurance coverage. In order for CIRSA to finalize the Quotes it is necessary for City Council to formally accept the quotes. By doing so, Council is choosing the City’s insurance carrier for Property/Casualty and Workers’ Compensation for 2019.

Both Quotes are attached for review.

II. RECOMMENDED ACTION / NEXT STEP:  Accept the Property/Casualty and Workers’ Compensation Preliminary Contribution Quotations for 2019.

III. FISCAL IMPACTS:

Property/Casualty- The Preliminary 2019 Quote is $78,992. This is an increase of ($4,098) from 2018’s accepted premium amount. This quote reflects a cost increase of the pool’s property excess insurance, which has continually increased due to unfavorable property claims, primarily due to wind/hail losses. In 2018, CIRSA was also required to double its pool self-insured retention for property claims (from $500,000 per claim/occurrence to $1 million per claim/occurrence).

Workers’ Compensation- The Preliminary 2019 quote is $20,547. This is a
decrease of ($4,276) from 2018’s accepted premium amount. This quote is reflective of the City’s continuous work towards controlling its losses and complying with the CIRSA Loss Control Standards.

IV. **BACKGROUND INFORMATION:** During May the Finance Director prepares and submits to CIRSA information regarding the City’s plans for personnel costs, property and equipment in the following year. CIRSA then uses this information along with the City’s loss and claims history to prepare quotes for Property/Casualty and Workers’ Compensation insurance coverage. Quotes are then submitted to City Council for formal approval. Once accepted by City Council, staff executes the Acceptance Form and returns it to CIRSA thereby committing to the quoted coverage for the following year.

The City did not request bids from other insurance agencies for 2019 because CIRSA is a preferred insurance provider for municipalities based on the advantages of participating in a pooled insurance group where all losses and gains are spread equally among all members. This method of pooling gains and losses generally equates to better pricing.

V. **LEGAL ISSUES:** The City is required to carry both Property/Casualty and Workers’ Compensation insurance.

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

VII. **SUMMARY AND ALTERNATIVES:**
1. Make a motion to formally accept the 2019 Property/Casualty and Workers’ Compensation Preliminary Insurance Quotes.
2. Direct staff to pursue alternative insurance coverage options.
You did not request any other deductible options, contact your Underwriter.

Option a different deductible option:

<table>
<thead>
<tr>
<th>Premium (Quotation at Current Deductible)</th>
<th>$78,992</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contribution In Account Check</td>
<td>$0</td>
</tr>
<tr>
<td>Credit PC Deposit / Leave Send</td>
<td>(S$1,653)</td>
</tr>
</tbody>
</table>

To use, amounts may be split between available options.
Credit Options: You must write in the amount that you wish.

<table>
<thead>
<tr>
<th>Total 2019 Premium Before Credits:</th>
<th>$80,645</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve Fund Contribution:</td>
<td>$70,725</td>
</tr>
<tr>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Total 2018 Loss Control (LC) Under Credit:</td>
<td>(S$69,920)</td>
</tr>
</tbody>
</table>

(Or choose another option below)

<table>
<thead>
<tr>
<th>Option for 2019 Initial Here:</th>
<th>$0</th>
<th>$0</th>
<th>$0</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
<td>Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical Damage</td>
<td>Auto Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Central City

Premium 2019 Contribution Quotation for:
CIRSA - Property/Casualty Pool
If you are interested in other options, you did not request any other deductible options. Contact your underwriter.

Or, select a different deductible option:

Premiminary Quotation At Current Deductible:

$20,547

With All Available Credits Applied:

$21,311

Balance Remaining From Prior Years’ LC Credits:

2018 Loss Control (LC) Audit Credits:

$1,900

Credit Options: You must write in the amount that you wish to use.

(5964)

Amount may be split between available options.

Total 2016 Preliminary Quotation Before Credits:

Impact of loss experience:

$8,365

$0

$23,876

Contribution Before Reserve and Loss Experience:

Current Deductible or SCP:

or choose another option below.

Option For 2017 Initial Here:

To continue this Deductible/SCP:

Central City

Premiminary 2017 Contribution Quotation For:

CIRSA Workers' Compensation Pool
AGENDA ITEM # 11

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Heider and Members of City Council
FROM: Sam Hoover, Public Works Director
THROUGH: Marcus McAskin, City Attorney
DATE: September 12, 2018 (Meeting Date September 18, 2018)
ITEM: Resolution No. 18-25

[ ] ORDINANCE
[ x] MOTION / RESOLUTION
[ ] INFORMATION

I. REQUEST OR ISSUE: Resolution 18-25 (“Resolution”) approves a change order for certain additional work related to the City’s Spring Street Rehabilitation Project (Engineer Project No. 1910.33c) (the “Project”) and authorizes the City Manager to execute the change order.

II. BACKGROUND:

The City Council previously awarded the Spring Street Rehabilitation Project (Engineer Project No. 1910.33C) (“Project”) to AVERY ASPHALT, INC. a Colorado corporation (“Contractor”), by approval of Resolution No. 18-15. That prior resolution authorized the City Manager to execute the construction contract the Contractor in the not to exceed amount of Three Hundred Thirteen Thousand Two Hundred Seventy-Five and 50/100 Dollars ($313,275.50). The City Council previously approved Change Order No. 1 to the construction contract with Contractor (“Contract”), and increased the not to exceed amount set forth in the Contract to $353,219.25, an increase of $39,943.75.

The City now desires the Contractor to undertake additional work related to the Project,
specifically adding conduit for USA Communications and CenturyLink in a common trench with Xcel, installation of pull boxes and related work. Authorization for the additional work will require approval of Change Order No. 2 (attached to this CCF). Change Order No. 2 accomplishes the following:

- Increases the NTE Contract amount from $353,219.25 to $420,579.25, an increase of $67,360.00; and
- Increases the number of calendar days for completion of the work by twenty-four (24) calendar days.

Change Order No. 2 has been reviewed and approved by the City Engineer (JVA). I will be available to answer any Project-specific questions at the September 18th regular City Council meeting, including additional detail regarding the additional work proposed.

III. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution No. 18-25.

IV. **FISCAL IMPACTS:** Funds for the additional work are appropriated in the City's 2018 budget, as adopted by City Council. As set forth above, the cost of the additional work is $67,360.00.

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

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

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

**PROPOSED MOTION:** “I MOVE TO APPROVE RESOLUTION NO. 18-25, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING CHANGE ORDER NO. 2 FOR THE CENTRAL CITY SPRING STREET REHABILITATION PROJECT (ENGINEER PROJECT NO. 1910.33C) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER.”

**Attachments:**

1. Resolution No. 18-25
2. Change Order No. 2
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 18-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING CHANGE ORDER NO. 2 FOR THE CENTRAL CITY SPRING STREET REHABILITATION PROJECT (ENGINEER PROJECT NO. 1910.33C) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER

WHEREAS, by Resolution No. 18-15, the City Council awarded the Spring Street Rehabilitation Project (Engineer Project No. 1910.33C) (the “Project”) to AVERY ASPHALT, INC. a Colorado corporation (“Contractor”) and authorized the City Manager to execute the construction contract with Contractor in the not to exceed amount of Three Hundred Thirteen Thousand Two Hundred Seventy-Five and 50/100 Dollars ($313,275.50), based on the unit price(s) set forth in the Contractor’s bid; and

WHEREAS, by Resolution No. 18-20, the City Council approved Change Order No. 1 to the construction contract with Contractor (“Contract”), and increased the not to exceed amount set forth in the Contract to $353,219.25, an increase of $39,943.75; and

WHEREAS, the City desires the Contractor to undertake additional work related to the Project, specifically adding conduit for USA Communications and CenturyLink in a common trench with Xcel, installation of five (5) pull boxes and related work (the “Additional Work”); and

WHEREAS, the City desires to authorize the Contractor to undertake the Additional Work and further desires to amend the not to exceed amount set forth in the Contract to $420,579.25, an increase of $67,360.00; and

WHEREAS, there has been submitted to the City a change order for the Additional Work (“Change Order No. 2”) a copy of which is on file with the City Clerk and which has been distributed to City Council for review; and

WHEREAS, Change Order No. 2 has been reviewed and approved by the City Engineer, JVA, Incorporated; and

WHEREAS, the City Council desires to approve Change Order No. 2 and authorize the City Manager to execute the same on behalf of the City.

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

Section 1. The City Manager is authorized to sign Change Order No. 2 by and between the City of Central and Avery Asphalt, Inc., in the amount of $67,360.00. Change Order No. 2 authorizes additional work to be completed on the City’s Spring Street
Rehabilitation Project (Engineer Project No. 1910.33C), revises the Project not to exceed amount set forth in the Contract to $420,579.25, and adds twenty-four (24) calendar days to the date of substantial completion for the Project.

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

ADOPTED THIS 18th DAY OF SEPTEMBER, 2018.

CITY OF CENTRAL, COLORADO

By:______________________________
Kathryn A. Heider, Mayor

ATTEST:
By:______________________________
Reba Bechtel, City Clerk

APPROVED TO FORM:
By:______________________________
Marcus McAskin, City Attorney
Change Order

No. 02

Date of Issuance: 09/12/18  Effective Date: 09/12/18

<table>
<thead>
<tr>
<th>Project: Central City – Spring Street Rehabilitation</th>
<th>Owner: City of Central</th>
<th>Owner's Contract No.: 2018 Spring Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract: Central City – Spring Street Rehabilitation Project</td>
<td>Date of Contract: July 24, 2018</td>
<td></td>
</tr>
<tr>
<td>Contractor: Avery Asphalt, Inc.</td>
<td>Engineer's Project No.: 1910.33c</td>
<td></td>
</tr>
</tbody>
</table>

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Add Centurylink/USA Com conduit

Attachments (list documents supporting change):
Proposal request #2 and contractor pricing back-up

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
<th>CHANGE IN CONTRACT TIMES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price:</td>
<td>Original Contract Times:</td>
</tr>
<tr>
<td>$ 313,275.50</td>
<td>□ Working days  ☑ Calendar days</td>
</tr>
<tr>
<td>Increase or Decrease from previously approved Change Orders No. 1 to No. 2:</td>
<td>Substantial completion (days or date): November 4, 2018</td>
</tr>
<tr>
<td>$ 39,943.75</td>
<td>Ready for final payment (days or date): December 4, 2018</td>
</tr>
<tr>
<td>Contract Price prior to this Change Order:</td>
<td>Increase or Decrease from previously approved Change Orders No. 2 to No. 2:</td>
</tr>
<tr>
<td>$ 353,219.25</td>
<td>Substantial completion (days): n/a</td>
</tr>
<tr>
<td>Increase of this Change Order:</td>
<td>Ready for final payment (days): n/a</td>
</tr>
<tr>
<td>$ 67,360.00</td>
<td>Contract Times prior to this Change Order:</td>
</tr>
<tr>
<td>Contract Price incorporating this Change Order:</td>
<td>Substantial completion (days or date): November 4, 2018</td>
</tr>
<tr>
<td>$ 420,579.25</td>
<td>Ready for final payment (days or date): December 4, 2018</td>
</tr>
</tbody>
</table>

Increase or Decrease of this Change Order:
Substantial completion (days or date): 24
Ready for final payment (days or date): 24

Contract Times with all approved Change Orders:
Substantial completion (days or date): November 28, 2018
Ready for final payment (days or date): December 28, 2018

RECOMMENDED:  
By:  
[Signature]  
Engineer (Authorized Signature)  
Date: 9/11/18

ACCEPTED:  
By:  
[Signature]  
Owner (Authorized Signature)  
Date: 

By:  
[Signature]  
Contractor (Authorized Signature)  
Date: 

Approved by Funding Agency (if applicable):

04/30/2018  00941-1  JVA 1910.33c
Request for Change Order
#2

7770 Venture St., Colorado Springs Co 80951
Phone # 719-471-0110 Fax # 719-635-8113

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit of Measure</th>
<th>Qty.</th>
<th>Unit Price ($)</th>
<th>Extended Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3 ea 4 in conduit for communication lines</td>
<td>LF</td>
<td>1,050</td>
<td>$63.70</td>
<td>$66,885.00</td>
</tr>
<tr>
<td>2</td>
<td>Install pull boxes</td>
<td>LS</td>
<td>5</td>
<td>$95.00</td>
<td>$475.00</td>
</tr>
</tbody>
</table>

Total for RCO $67,360.00

This is an add on to change order #1.
All materials to be provided by USA Communications or Century Link.
Rock excavation is excluded and can be done on a time and material basis with additional days added for this work.
All Traffic control and class 6 for bedding is included in the above pricing.
Layout for pull boxes and termination points to be provided by others.
Notice to proceed should be reset for the approval date of this request.
This request is for a 24 in depth and 24 in width trench.
This in conjunction with RCO #1 makes it a total of 24 in depth and 36 in in width.
The price for this Request is for up to 3 ea 4 inch conduits in one trench measuring 24 inches wide by 24 inches deep.
The trench for Change order #1 is 12 inches wide by 24 inches deep.
When the trenches run parallel this creates a 36 inch wide by 24 inch deep trench.
We are requesting an additional days of 18 work days for this change order.

Approved
Chad E Cantrell

Approved
Sam Hoover
AGENDA ITEM # 12
CITY COUNCIL COMMUNICATION FORM

FROM: Ray W. Rears, Community Development Director

CC: Daniel Miera, City Manager

DATE: September 18, 2018

ITEM: Electric Utility Easement – Big-T Lot – Xcel Energy dba Public Service Company of Colorado

NEXT STEP: Council Action on Resolution No. 18-26

______ORDINANCE
___ MENTION
____ INFORMATION

I. REQUEST OR ISSUE:

As part of the City Spring Street Capital Improvements, which include undergrounding the electric utilities in and around Spring Street, Xcel has requested an 20' x 30' (600 sq. ft.) wide easement in the Big-T lot, along the west side of Spring Street (approximately at the fourth parking space). This easement is critical to the overall undergrounding project, which included three private land owners who have already provided easements on the east side of Spring Street in order to facilitate this project.

II. BACKGROUND INFORMATION:

- 2017 - Central City Comprehensive Plan – Core Services and Infrastructure Goal

  CSI.5 – Enhance Pedestrian and Bide mobility in the City

  Strategy A – Complete pedestrian infrastructure projects identified in the Central City Connectivity and Circulation Plan.

- City staff has been working for a few years on this project and now we have Xcel, adjacent property owners, other utilities and our contractor all ready for the project to start.

- This easement will replace in part an existing overhead line crossing the parking lot in that area.
Applicable Municipal Code Sections:

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

III. RECOMMENDED ACTION / NEXT STEP:

Staff supports that adoption of Resolution 18-26.

IV. LEGAL ISSUES:

Staff and the City Attorney have reviewed this request and believe all legal issues have been addressed by the Resolution, which include a condition that the easement be revised in a form acceptable to the City.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None

VII. SUMMARY AND ALTERNATIVES:

1. Move to approve as presented
2. Move to approve with modified conditions
3. Move to continue the request so that a specific question/issue can be addressed
4. Move to deny the request.
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 18-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, AUTHORIZING EXECUTION OF EASEMENT FOR UNDERGROUNDING SPRING STREET UTILITIES

WHEREAS, the City of Central ("City") is a home rule municipal corporation of the State of Colorado; and

WHEREAS, Section 14.4 of the Home Rule Charter for the City of Central ("Charter") requires that all conveyances of interest in land by the City be signed by the Mayor and attested to by the City Clerk under seal of the City; and

WHEREAS, as part of the Spring Street undergrounding project, Public Service Company of Colorado ("Xcel Energy") has requested an easement on City-owned property; and

WHEREAS, a copy of the easement agreement requested by Xcel Energy is attached to this Resolution as Exhibit 1 and is incorporated herein by reference ("Easement"); and

WHEREAS, the City Council desires to approve the Easement and further desires to authorize the Mayor to execute the same on behalf of the City,

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

Section 1. The City Council hereby: (a) approves the Easement substantially in the same form as provided in Exhibit 1; (b) authorizes the City Attorney to finalize and to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Easement as may be appropriate that do not substantially increase the obligations of the City; and (c) authorizes the Mayor to execute the Easement and the City Clerk to attest to the Easement under seal of the City as required by Section 14.4 of the Charter.

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

[SIGNATURE PAGE FOLLOWS.]
ADOPTED THIS 18th DAY OF SEPTEMBER, 2018.

CITY OF CENTRAL, COLORADO

By: ________________________________________________
    Kathryn A. Heider, Mayor

ATTEST:

By: ________________________________________________
    Reba Bechtel, City Clerk

APPROVED TO FORM:

By: ________________________________________________
    Marcus McAskin, City Attorney
EXHIBIT 1

Public Service Company of Colorado Easement
PUBLIC SERVICE COMPANY OF COLORADO EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1800 Larimer Street, Suite 1100, Denver, Colorado, 80202, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed thirty (30.0) in the SW 1/4 of Section 12, Township 3 South, Range 73 West of the 6th Principal Meridian in the City of Central City County of Clear Creek, State of Colorado, the easement being described as follows:

See Exhibit A, 2 pages, attached hereto and made a part hereof

The easement is thirty (30.0) feet in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming or felling of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

Signed this __________ day of ______________________, 2018.

GRANTOR

CITY OF CENTRAL CITY

By: ____________________________

Kathryn A. Heider, Mayor

ATTEST:

______________________________

Reba Bechtel, CMC, City Clerk

(SEAL)
EXHIBIT A – CC PARKING LOT
PERMANENT EASEMENT-PARCEL A

A parcel of land lying in the southwest one-quarter (SW1/4) of Section 12, Township 3 South, Range 73 West, of the 6th Principal Meridian, County of Gilpin, State of Colorado, being a portion of that Tract of land described in Reception Number 155909, Gilpin County Records, described as follows:

Beginning on the southeast line of said Tract, from which the most northerly corner thereof bears N02°51'47"E, 159.61 feet;

thence S22°04'48"W, 30.00 feet, along said southeast line;
thence N67°55'12"W, 20.00 feet;
thence N22°04'48"E, 30.00 feet;
thence S67°55'12"E, 20.00 feet, to the Point of Beginning.

Parcel A contains 600 square feet (0.014 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the southeast line of said Reception Number 155909, which is assumed to bear S22°04'48"W.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 12640 West Cedar Drive, Suite F, Lakewood, CO 80228, on August 17, 2018, under Job No. 145836-14.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

Monte L. Sudbeck, PLS 38503
AGENDA ITEM # 13
CITY COUNCIL COMMUNICATION FORM

FROM: Ray W. Rears, Historic Preservation Officer
CC: Daniel Miera, City Manager
DATE: September 18, 2018
ITEM: Emergency Funding – Belvidere Theater – Shoofly Roof
NEXT STEP: Council Action on Resolution No. 18-27

__________________________________________________________________________________________

_______ORDINANCE
X MOTION
_______INFORMATION

__________________________________________________________________________________________

I. REQUEST OR ISSUE:

The Shoofly roof is in a poor condition, which continues to permit water infiltration within the interior of the space which jeopardizes the structural stability of the building walls, interior floors, foundation which will increase the cost of restoration the longer it remains open to the elements.

The Municipal Code authorizes the City Manager to move forward with emergency purchases following consultation with City Council. While consultation with City Council is not required to occur at a regular or special meeting, City Staff desires to seek City Council’s express authorization for the City Manager to move forward with executing a contract for the necessary emergency repairs. It is expected that the cost to perform this work will not exceed $35,750. The exact project cost has not been confirmed. City Staff has secured one bid and is expecting to receive a second bid soon.
II. BACKGROUND INFORMATION:

The City acquired the Belvidere Theater in July 2016 from Gilpin County following the completion of the Historic Structural Assessment (HSA) (available online). The total cost for restoration identified was $2.7 Million divided among six phases. This building is considered important from a historical preservation standpoint, but also as an important economic development generator for the City, once completed.

Phase 1 was completed in October 2016 for the emergency façade stabilization. Phase 2 for work generally involving the roof, foundation and wall repair was estimated to be just under $500,000 and a Request for Proposal (RFP) was released in August 2017 for that work. The bids from that RFP were far greater than the estimated costs and that request was canceled. The City has now released an RFP for fully Architectural Drawing and those proposals are currently being evaluated. It is estimated that the plans will be complete by mid-summer 2019, which we can then release for full restoration by the end of 2019.

The roof of the Shoofly has been an ongoing and growing concern and now that the restoration work will be delayed, it is strongly recommended by engineer, architects and other professionals involved in the project to protect the structure by completing a roof prior the start of winter.

The cost originally estimated for this work was expected to be below $25,000, but that does not appear to be the case.
Applicable Municipal Code Sections:

Procurement of Goods and Services

Section 4-9-30(8) Exemptions – Emergency purchases

Emergency purchases shall extend to contracts for good or services where time is of the essence for performance of the contract and the increased time to bid the contract would substantially impair to performance of the contract and/or result in an increased cost of performance. In emergency situations, the City Manager has authority to make all necessary expenditures resulting from the emergency, upon consultation with the City Council.

III. RECOMMENDED ACTION / NEXT STEP:

Staff supports the adoption of Resolution 18-27 confirming the City Manager’s authority to execute a contract for the emergency roof repairs on the Shoofly portion of the Belvidere Theater.

IV. LEGAL ISSUES:

None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.

VII. FINANCIAL CONSIDERATIONS:

Within the approved 2018 Central City Budget, $690,400 was budgeted within the Historic
Preservation Fund to go toward the Belvidere Theater restoration, in which most of those funds were not utilized and a portion of which could go towards this project.

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

(1) Adopt Resolution No. 18-27;

(2) Reject or deny Resolution No. 18-27.

RECOMMENDED MOTION: “I MOVE TO APPROVE RESOLUTION NO. 18-27, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AUTHORIZING AN EMERGENCY PURCHASE FOR REPAIRS TO THE BELVIDERE THEATER (SHOOFLY) ROOF AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE REPAIR WORK TO BE COMPLETED.”
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 18-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AUTHORIZING AN EMERGENCY PURCHASE FOR REPAIRS TO THE BELVIDERE THEATER (SHOOFLY) ROOF AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE REPAIR WORK TO BE COMPLETED

WHEREAS, Section 4-9-30(8) of the Municipal Code authorizes the City Manager to make necessary expenditures related to an emergency, upon consultation with the City Council; and

WHEREAS, the Belvidere (Shoofly) roof ("Shoofly Roof") is in a state of disrepair; and

WHEREAS, the City Council desires to authorize the City Manager to execute a contract for services to repair the Shoofly Roof (the “Emergency Work”) as soon as possible in order to protect against water infiltration into the Belvidere Theatre structure; and

WHEREAS, City Council further desires to establish a not-to-exceed cost for the Emergency Work of Thirty-Five Thousand Seven-Hundred Fifty Dollars ($35,750.00).

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

Section 1. The City Council hereby authorizes the City Manager to execute a contract for the Emergency Work by and between the City and a roofing contractor in good standing in the State of Colorado (the “Contract”) on the following conditions: (a) the Contract be for a not-to-exceed amount of $35,750.00; and (b) the Contract be reviewed and approved by the City Attorney prior to execution by the City Manager.

Section 2. The City Council hereby finds and determines that time is of the essence in completing the Emergency Work and that the authorization for this emergency purchase is necessary to protect the structural integrity of the Belvidere Theatre.

Section 3. Effective Date. This Resolution shall take effect upon its approval by the City Council.
ADOPTED THIS 18th DAY OF SEPTEMBER, 2018.

CITY OF CENTRAL, COLORADO

By: ____________________________
Kathryn A. Heider, Mayor

ATTEST:

By: ____________________________
Reba Bechtel, City Clerk

APPROVED TO FORM:

By: ____________________________
Marcus McAskin, City Attorney
To: Mayor Heider, City Council, and City Manager Miera
From: Reba Bechtel, City Clerk
Date: September 18, 2018
Re: Bi-weekly Report

➢ Prep for the Regular Council meeting of 9/18

➢ ELECTION INFORMATION:
  1) Special Mail Ballot Election December 11
  2) Petitions for candidates for election are available 9/11 with deadline to return on 10/01
  3) Definition of “Candidate”: For purposes of the FCPA and Amendment 27 to the Colorado Constitution is a person who “…has publicly announced an intention to seek election to public office… and thereafter has received a contribution or made an expenditure in support of the candidacy”. (Colorado Constitution Article XXVIII Section 2 (2)). If you meet this definition, you must file the Candidate Affidavit form (with the City Clerk) within ten (10) days of becoming a “Candidate”. 
<table>
<thead>
<tr>
<th>Code Enforcement</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Items being pursued to sell and planning delayed</td>
</tr>
<tr>
<td>Central City Ambassador - Vacancy (Friday/Saturday) - Beach advertised</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Visitor Center</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 cases</td>
</tr>
<tr>
<td>August 8</td>
</tr>
<tr>
<td>Last Meeting - Start mid-August</td>
</tr>
<tr>
<td>New Home Construction (1/2)</td>
</tr>
<tr>
<td>St. James - Stall Replacement - Start mid-August</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Historic Preservation Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLA Mineral Impact Grant - Submitted to cover half architectural drawing cost</td>
</tr>
<tr>
<td>Architectural Drawing - Request for bid closed - Proposal being reviewed</td>
</tr>
<tr>
<td>Emergency Roof Repair - Request for bid released - One Bid received</td>
</tr>
<tr>
<td>Consultant hired to fund and obtain outside grant funding</td>
</tr>
<tr>
<td>Owner Representative - Completed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Belvedere Theater</th>
</tr>
</thead>
<tbody>
<tr>
<td>Historic Preservation</td>
</tr>
<tr>
<td>Parking Fee In-Line</td>
</tr>
<tr>
<td>Belvedere Theater - RFP for Full Design Building Drawing - Released August 2015</td>
</tr>
<tr>
<td>Central City Opera - Contribution Project Status Obtained</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Economic Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Topic: LDC Changes - Parking Fee In-Line</td>
</tr>
<tr>
<td>Last Meeting - January 2018</td>
</tr>
<tr>
<td>Planning Commission</td>
</tr>
<tr>
<td>Revisions to Building Plans - Under 2nd Review</td>
</tr>
<tr>
<td>Denver Advertisers</td>
</tr>
<tr>
<td>City of Denver - Approval of Agreement - Agreement for lead areas</td>
</tr>
<tr>
<td>Street Improvement - Agreement for street improvements - Agreement for lead areas</td>
</tr>
<tr>
<td>Growth Policies - Update and Discussion Statement - June 2018 - Draft to be distributed in August</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Membrane Building Foundation Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion Date - October 24, 2018</td>
</tr>
<tr>
<td>Permit - 2018-5981, 799</td>
</tr>
<tr>
<td>Value - 2017-585, 000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permits</td>
</tr>
<tr>
<td>2018</td>
</tr>
<tr>
<td>2017</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Update - September 14, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Development Department -</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Staff</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td>Youtube.com</td>
</tr>
<tr>
<td>livestreaming of City Council Meetings</td>
</tr>
<tr>
<td>Operational and found on the City Website and</td>
</tr>
<tr>
<td>Ongoing issues, working with consultant and Cable company continues</td>
</tr>
</tbody>
</table>

| Public Access Cable Channel |
| Website / Social Media |
| Audio Visual / Website / Information Technology |

<table>
<thead>
<tr>
<th>Events</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hot Rod Hill Climb</td>
</tr>
<tr>
<td>Sponsorship</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tommyknocker</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flanieded</td>
</tr>
<tr>
<td>Print</td>
</tr>
<tr>
<td>Mountain Adventure Ads running for 2018 finale</td>
</tr>
<tr>
<td>Radio ads</td>
</tr>
<tr>
<td>Next to Hot Rod Hill Climb</td>
</tr>
<tr>
<td>Print / Digital ads</td>
</tr>
<tr>
<td>Jan 2018 – distributed</td>
</tr>
<tr>
<td>New 2018 Rack Card</td>
</tr>
<tr>
<td>Print ads</td>
</tr>
</tbody>
</table>

| Direct City Marketing / Promotion |
| Presentation at all events – Preparing for HRHC and Tommyknocker |
| Mechanism |
| Sell-ando |
| Last Meeting – September 26th - Two open seats on the board |
| Main Street Central City |

<table>
<thead>
<tr>
<th>Promotional Videos</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finished – Waiting final approval</td>
</tr>
<tr>
<td>Combination of all three</td>
</tr>
<tr>
<td>Final near completion</td>
</tr>
<tr>
<td>Released</td>
</tr>
<tr>
<td>Recession</td>
</tr>
<tr>
<td>Released</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Marketing / Events</th>
</tr>
</thead>
<tbody>
<tr>
<td>Video #4</td>
</tr>
<tr>
<td>Video #3</td>
</tr>
<tr>
<td>Video #2</td>
</tr>
<tr>
<td>Video #1</td>
</tr>
</tbody>
</table>

| Mobile Town Guide developed “Mobile Town Guide Central City” |
| Ghin History – July – September / Grand / October – December |
| Billboard |

| 47 |
| 2018 |
| 33 |
| 2017 |
To: Mayor Heider, City Council, and City Manager
From: Sam Hoover, Public Works Director
Date: September 12, 2018
Re: Bi-weekly Report

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

- Patched roads
- Started cracksealing recently paved roads
- Provided support for The Hot Rod Hill Climb
- Continued coordination of the Spring Street Undergrounding Project
- Finished this year’s roto-milling and patching of bad spots on the Central City Parkway. Will continue work next year
- The Prosser Mill/Overlay is completed
- A-1 Cape Seal on Virginia Canyon is on schedule
To: City Manager, Daniel Miera
From: Jason Nelson, Utility Director Jack Beard, Water Operator
Date: August, 2018
Re: Bi-Monthly Report

- Pumping and treating water from chase gulch reservoir has been going flawless. Throughout, staff has been testing the raw and finished water for many water quality parameters. The Pure Oxygen Injection System designed by Will Raatz of W2 Engineers has proven very successful in removing dissolved Iron and Manganese.

- Residents and patrons visiting Chase Gulch reservoir may notice water levels to drop slightly over the next two weeks until the Intake Structure Rehabilitation Project is completed. Staff has been monitoring flows into and out of the reservoir and staff gauges show that the water depth has dropped only 2 feet out of 66.5 feet in the reservoir.

- The Intake Structure Rehabilitation Project is nearing the completion stages of work. The concrete and dirt work for all three intake diversion structures has been completed. Department staff have been attending weekly progress meetings as well as attending many site visits throughout the week. Staff expects Dietzler Construction to stay right on schedule with substantial completion by the end of this month. The final exterior and interior stages of completion will begin to wrap up as all the pipe, joints, meters, and valves arrive on site this month.
• Staff have continued to round up many Lead and Copper samples all throughout the city. Department staff would like to thank all residents of Central City who have helped the department obtain water samples.

• Staff has and will be working with LSI Controls to complete the second phase of the Spring Street Pump Station upgrade. The first phase was to replace the programmable logic controller that was nearing 25 years old. Phase one was completed in the month of August and the station has been operating exceptionally well. The department will continue to monitor the station throughout phase two of the project which will now give staff remote access to the station. This is very useful and gives staff many options to operate and monitor the health of the pump station 24/7.
MEMORANDUM

DATE: 13 September 2018
TO: Daniel Miera / City Manager
FROM: Gary Allen / Fire Chief
RE: Activity Report

The Fire Department responded to 248 incidents as of 06 September, 2018 as enclosed.

The following are the activities the department conducted for this reporting period:

General

The 9/11 Memorial Stair Climb is a way for first responders to remember September 11, 2001 and honor the memory of those who were lost. The Central City team climbed 116 floors in four laps in the Ameristar hotel tower, matching the total levels of the World Trade Center.

Central City Fire Department also had Engine 32, Brush 32 and Brush 31 in the annual Idaho Springs 9/11 Memorial silent Parade.

Firefighters took a group photo and enjoyed a First Responder dinner after the parade.

We wish to thank City Manager Daniel Miera, staff members Ray Rears and Zeke Keeler with Central City, and Central City resident Jeremy Fey for participating on our climb team.

The Fire Department was awarded a 2017 Assistance to Firefighters Grant (AFG) in the amount of $52,758, inclusive of our cash match of $2,512.00. The grant will fund the
purchase of *Structure* Personal Protective Equipment (PPE) for the remaining members of the department that did not receive new equipment during the last round.

The membrane building continues to progress. The excavation is complete and the pad and footings have been poured. The main beam support ribs are currently being erected into place. At this point, it appears the timeframe for project completion is on schedule.

Black Hawk Fire Chief Chris Wooley and I have discussed the possibility of a joint-venture (multi-jurisdictional) to acquire a better training (BURN) building in the region through assistance from the Colorado Division of Fire Prevention and Control. CDFPC could potentially supply the building if the recipient completes all the infrastructure work.

**Training**

Despite a reduction in use of former Station 2 (Apex), we continue to conduct regular department trainings, though it has been more challenging to do so without full-use of some of the amenities/property. We also have continued to conduct monthly Job Performance Requirement (JPR) training, and medical training.

**Meetings**

I continue to met on fire-related issues with local, state, and federal agencies, including the Metro Chiefs Association and the State Chiefs Association.

**Apparatus**

We have completed our annual ISO pump testing and truck services on units E-31, E-32, B-32 and B-31.

We currently have the 2006 Dodge 3500 Command truck (C-31) in the shop for repairs, as well as the 1993 GMC 3500 Light Duty Rescue (R-31) that has been out of service for nearly a month due to overheating and transmission problems.

The new Tender chassis has been released from the chassis manufacturer (Peterbilt), and is now with the truck builders where the body is constructed. At this point, it appears we should be taking delivery in the next couple months (October/November).
Central City Fire Dept.
Central City, CO
This report was generated on 9/13/2018 12:14:25 PM

Breakdown by Major Incident Types for Date Range
Zone(s): All Zones | Start Date: 01/01/2018 | End Date: 09/06/2018

<table>
<thead>
<tr>
<th>MAJOR INCIDENT TYPE</th>
<th># INCIDENTS</th>
<th>% of TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fires</td>
<td>10</td>
<td>4.03%</td>
</tr>
<tr>
<td>Rescue &amp; Emergency Medical Service</td>
<td>155</td>
<td>62.50%</td>
</tr>
<tr>
<td>Hazardous Condition (No Fire)</td>
<td>14</td>
<td>5.65%</td>
</tr>
<tr>
<td>Service Call</td>
<td>23</td>
<td>9.27%</td>
</tr>
<tr>
<td>Good Intent Call</td>
<td>6</td>
<td>2.42%</td>
</tr>
<tr>
<td>False Alarm &amp; False Call</td>
<td>39</td>
<td>15.73%</td>
</tr>
<tr>
<td>Special Incident Type</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>248</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.
<table>
<thead>
<tr>
<th>INCIDENT TYPE</th>
<th># INCIDENTS</th>
<th>% of TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 - Fire, other</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>111 - Building fire</td>
<td>2</td>
<td>0.81%</td>
</tr>
<tr>
<td>137 - Camper or recreational vehicle (RV) fire</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>141 - Forest, woods or wildland fire</td>
<td>5</td>
<td>2.02%</td>
</tr>
<tr>
<td>162 - Outside equipment fire</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>300 - Rescue, EMS incident, other</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>311 - Medical assist, assist EMS crew</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>320 - Emergency medical service, other</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>321 - EMS call, excluding vehicle accident with injury</td>
<td>138</td>
<td>55.65%</td>
</tr>
<tr>
<td>322 - Motor vehicle accident with injuries</td>
<td>6</td>
<td>2.42%</td>
</tr>
<tr>
<td>323 - Motor vehicle/pedestrian accident (MV Ped)</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>324 - Motor vehicle accident with no injuries</td>
<td>6</td>
<td>2.42%</td>
</tr>
<tr>
<td>353 - Removal of victim(s) from stalled elevator</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>410 - Combustible/flammable gas/liquid condition, other</td>
<td>2</td>
<td>0.81%</td>
</tr>
<tr>
<td>411 - Gasoline or other flammable liquid spill</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>412 - Gas leak (natural gas or LPG)</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>413 - Oil or other combustible liquid spill</td>
<td>2</td>
<td>0.81%</td>
</tr>
<tr>
<td>424 - Carbon monoxide incident</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>442 - Overheated motor</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>444 - Power line down</td>
<td>4</td>
<td>1.61%</td>
</tr>
<tr>
<td>445 - Arcing, shorted electrical equipment</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>463 - Vehicle accident, general cleanup</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>500 - Service Call, other</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>520 - Water problem, other</td>
<td>2</td>
<td>0.81%</td>
</tr>
<tr>
<td>522 - Water or steam leak</td>
<td>2</td>
<td>0.81%</td>
</tr>
<tr>
<td>531 - Smoke or odor removal</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>550 - Public service assistance, other</td>
<td>3</td>
<td>1.21%</td>
</tr>
<tr>
<td>551 - Assist police or other governmental agency</td>
<td>9</td>
<td>3.63%</td>
</tr>
<tr>
<td>554 - Assist invalid</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>561 - Unauthorized burning</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>571 - Cover assignment, standby, moveup</td>
<td>3</td>
<td>1.21%</td>
</tr>
<tr>
<td>611 - Dispatched &amp; cancelled en route</td>
<td>2</td>
<td>0.81%</td>
</tr>
<tr>
<td>621 - Wrong location</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>651 - Smoke scare, odor of smoke</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>652 - Steam, vapor, fog or dust thought to be smoke</td>
<td>2</td>
<td>0.81%</td>
</tr>
<tr>
<td>700 - False alarm or false call, other</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>733 - Smoke detector activation due to malfunction</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>735 - Alarm system sounded due to malfunction</td>
<td>2</td>
<td>0.81%</td>
</tr>
<tr>
<td>740 - Unintentional transmission of alarm, other</td>
<td>1</td>
<td>0.40%</td>
</tr>
<tr>
<td>743 - Smoke detector activation, no fire - unintentional</td>
<td>25</td>
<td>10.08%</td>
</tr>
<tr>
<td>744 - Detector activation, no fire - unintentional</td>
<td>2</td>
<td>0.81%</td>
</tr>
<tr>
<td>745 - Alarm system activation, no fire - unintentional</td>
<td>7</td>
<td>2.82%</td>
</tr>
<tr>
<td>900 - Special type of incident, other</td>
<td>1</td>
<td>0.40%</td>
</tr>
</tbody>
</table>

TOTAL INCIDENTS: 248 100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.