

**MONDAY, MAY 14, 2018**  
**6:00 PM**  
**MEETING LOCATION: 512**  
**CHERRY ST., DACONO, CO 80514**

- I. Roll Call
- II. 2018 Scholarship Award Presentations
- III. Carbon Valley Help Center Presentation
- IV. Pledge Of Allegiance
- V. Public Comments On Issues Not Scheduled On Agenda
- VI. Consent Agenda

*(Before asking for a motion to approve the consent agenda, the Mayor shall read aloud:*

*"The following items on the consent agenda are considered to be routine business matters by the Council that can be decided without discussion, and will be enacted with a single motion and a single vote "*

*[read aloud items on consent agenda]*

*"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 the General Business category, in the order they appear on the agenda")*

**VI.A. VI-A Minutes Of The April 23, 2018 Regular Meeting**

Documents:

[VI-A MIN APRIL 23, 2018.PDF](#)

**VI.B. VI-B Accounts Payable Dated May 14, 2018 In The Amount Of \$597,572.85, And Permission To Pay The Bills For The Remainder Of The Month**

Documents:

[VI-B ACCOUNTS PAYABLE MAY 14 2018.PDF](#)

**VI.C. VI-C Approval Of Resolution 18-45, Approving A Professional Service Agreement With Paul Mack For Architectural Services**

Documents:

[VI-C. RESOLUTION 18-45 APPROVING PROFESSIONAL SERVICE AGREEMENT PAUL L MACK ARCHITECTURE LLC.PDF](#)

**VII. General Business**

**VII.A. VII-A Public Hearing And Approval Of Ordinance 848, Extending A Temporary Moratorium On The Submission, Acceptance, Processing Or Approval Of Any Land Use Applications, Or Issuance Of Any Special Use Permit, Related To The Use Of Property Within The City For Oil And Gas Exploration, Extraction, And Related Activities, On Second Reading**

Documents:

[VII-A. ORDINANCE 848 EXTENDING MORATORIUM.PDF](#)

**VII.B. VII-B Consideration And Approval Of Ordinance 849, Requiring Sales Of Permitted Fireworks Be Conducted Only From Permanent Structures Meeting The City's Building Code And Site Plan Requirements, On First Reading**

Documents:

[VII-B ORD 849 FIREWORKS SALES FROM PERMANENT STRUCTURES.PDF](#)

**VII.C. VII-C Executive Session For The Purpose Of Determining Positions Relative To Matters That May Be Subject To Negotiations, Developing Strategy For Negotiations, And/Or Instructing Negotiators Under C.R.S. § 24-6-402(4)(E) And For A Conference With The City's Attorneys For The Purpose Of Receiving Legal Advice On Specific Legal Questions Under C.R.S. § 24-6-402(4)(B), Specifically Concerning Oil And Gas Operator Agreement Negotiations**

**VIII. Staff Reports**

**IX. Council Members**

Chris Baca	Robin Dunlap
Bobby Mauck	Debbie Nasta
Kevin Plain	Kathryn Wittman
Mayor Joe Baker	

**X. Adjournment**

**City of Dacono**  
**City Council Meeting Minutes**  
**Monday, April 23, 2018**

**Members Present**

Joe Baker, Mayor  
Robin Dunlap  
Bobby Mauck  
Kevin Plain  
Debbie Nasta  
Kathryn Wittman

**Members Absent**

Chris Baca, excused

**Staff Present**

AJ Euckert, City Manager  
Valerie Taylor, City Clerk  
Jennifer Krieger, Community Development Director  
Kathleen Kelly, City Attorney

**National Building Safety Proclamation**

Mayor Baker read the National Building Safety Proclamation.

**Municipal Clerk's Week Proclamation**

Mayor Baker read the Municipal Clerk's Week Proclamation.

**Public Comment on Issues not Scheduled on Agenda**

Stan Owens asked if he could use the pavilion for the kid's meal program. Planned start date is June 11<sup>th</sup>.

**Consent Agenda**

- a. Minutes of the April 9, 2018 Regular Meeting.
- b. Accounts Payable dated April 23, 2018 in the amount of \$52,348.53.
- c. Acknowledging receipt of the March 2018 Financial Statements.
- d. Approval of Resolution 18-39, approving an Agreement with Tri-State Fireworks for the Fireworks Display at the 2018 Carbon Valley Music & Spirits Festival.
- e. Approval of Resolution 18-40, approving a contract with Exterior Guru, for sealing the roof of the Police Department in the amount of \$7,500.00.
- f. Approval of Resolution 18-41, approving a contract with Vector Disease Control International for Mosquito Control.
- g. Approval of Resolution 18-42, approving a Professional Service Agreement with Hoffman, Parker, Wilson & Carberry P.C. for Administrative Hearing Officer.
- h. Approval of Resolution 18-43, approving an expenditure in the amount of \$32,789.00 for the purchase of a Ford Sport Utility Police Vehicle.
- i. Approval of Resolution 18-44, approving a Construction Agreement with Foothills Stone for a sign at the Veteran's Memorial Park.

Council Member Plain moved to approve the consent agenda as presented. The vote was unanimous with Mayor Baker declaring the motion carried.

**General Business**

**Public hearing and approval of Ordinance 846, amending the Dacono Municipal Code to add Penalties for Late Payment of the City's Lodging Excise Tax, on second reading.**

Mayor Baker opened the public hearing.

AJ Euckert, City Manager presented his report.

With no further comments Mayor Baker closed the public hearing.

Council Member Wittman moved to approve Ordinance 846, amending the Dacono Municipal Code to add Penalties for Late Payment of the City's Lodging Excise Tax, on second reading. The vote was unanimous with Mayor Baker declaring the motion carried.

**Public hearing and approval of Ordinance 847, extending the terms of a franchise for the supply and distribution of natural gas granted to Black Hills Gas Distribution, LLC D/B/A Black Hills Energy, F/K/A Sourcegas Distribution LLC, on second reading.**

Mayor Baker opened the public hearing.

AJ Euckert, City Manager presented his report.

With no further comments Mayor Baker closed the public hearing.

Council Member Dunlap moved to approve Ordinance 847, extending the terms of a franchise for the supply and distribution of natural gas granted to Black Hills Gas Distribution, LLC D/B/A Black Hills Energy, F/K/A Sourcegas Distribution LLC, on second reading. The vote was unanimous with Mayor Baker declaring the motion carried.

**Consideration and approval of Ordinance 848, extending a Temporary Moratorium on the submission, acceptance, processing or approval of any Land Use Applications, or Issuance of any Special Use Permit, related to the use of property within the City for oil and gas exploration, extraction, and related activities, on first reading.**

Jennifer Krieger, Community Development Director presented to her report.

Council Member Nasta moved to approve Ordinance 848, extending a Temporary Moratorium on the submission, acceptance, processing or approval of any Land Use Applications, or Issuance of any Special Use Permit, related to the use of property within the City for oil and gas exploration, extraction, and related activities, on first reading. The vote was unanimous with Mayor Baker declaring the motion carried.

**Staff Reports**

**AJ Euckert** – He stated that there is a tumbleweed collection point behind City Hall north of the Police Department. There will be a joint study session tomorrow night for oil and gas regulations. Saturday night is Dacono Night at the Races at Colorado National Speedway at 5:30 pm. Residents get discounted tickets. Sunday, May 27<sup>th</sup> Veteran's Wall of Honor Ceremony will be at 9:00 am. City offices will be closed Monday May 28<sup>th</sup> for Memorial Day.

**Jennifer Krieger** – no report.

**Brian Skaggs** – not present.

**Kathleen Kelly** – no report.

**Valerie Taylor** – no report.

**Jon Rabas** – not present.

**Kelly Stroh** – not present.

**Council Members**

**Chris Baca** – not present.

**Joe Baker** – He stated that the National Honor Society from Quest Academy will be at the races on Saturday.

**Robin Dunlap** – no report.

**Bobby Mauck** – no report.

**Debbie Nasta** – no report.

**Kathryn Wittman** – no report.

**Kevin Plain** – no report.

**Adjournment:**

With no further business to be discussed the meeting was adjourned at 6:29 pm.

Approved this 14<sup>th</sup> day of May, 2018.

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Joe Baker, Mayor

Attest:

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Valerie Taylor, City Clerk

City of Dacono  
Bills for Approval  
May 14, 2018

\*  
Paid

VENDOR NAME	DESCRIPTION	AMOUNT	
24/7 NETWORKS, INC	Firewall License for VDI Server	\$ 712.20	
4 RIVERS EQUIPMENT	Fuel Additive for Grader and Grader Blade	\$ 336.80	
ACE HARDWARE OF FIRESTONE	Keys, Shovels, Light Bulbs, Labels, Cutting Wheel, Irrigation Parts, Ratchet Straps, Cleaner	\$ 221.23	*
ADAMSON POLICE PRODUCTS	Cuff Case, Belt - SW	\$ 78.19	*
ADAMSON POLICE PRODUCTS	Pants and Polo Shirt - MC PD	\$ 95.00	
AFLAC	Supplemental Insurance	\$ 291.07	*
AGFINITY, INC.	Fuel Delivery for April	\$ 4,139.74	
AMERICAN LEAK DETECTION	Leak at 302 Glen Ayre St	\$ 350.00	*
AMERICAN DISPOSAL SERVICES OF CO INC	Cover Short Paid Invoice and 2 - 30 Yard Dumpster PW	\$ 788.40	*
AMERICAN DISPOSAL SERVICES OF CO INC	April's Residential Trash Service, April and March's Service CH/PW/PD	\$ 22,080.00	
AMERICAN FIDELITY	Flex, Life and Supplemental Insurance	\$ 2,401.72	*
ATLAS INTEGRATED	Economic Development Website Profile Setup	\$ 1,000.00	
AXON ENTERPRISE INC	Evidence Storage Increase, New Tasers and Support	\$ 5,749.98	
B & L REPAIR & TIRE	Mount and Balance Tire Swap	\$ 72.00	*
BADGER METER	Beacon Reads and Cellular Units	\$ 28.48	
BK TIRE INC	Code Truck Tires PD	\$ 510.76	
BLACK HILLS ENERGY	Natural Gas Service CH/PW/PD	\$ 512.37	
CANON SOLUTIONS AMERICA, INC.	PD Copies, CH Copier Usage 4000+, and CH Copier Base 04/30-05/30	\$ 294.51	
CDW GOVERNMENT, INC	3 iPad Cases, and Screen Protectors	\$ 298.65	*
CENTENNIAL PRINTING	Envelopes	\$ 245.00	
CENTRAL WELD COUNTY WTR - CWCWD	April Water Usage	\$ 17,488.88	*
CENTRAL WELD COUNTY WTR - CWCWD	Tap Certifications 4/2018	\$ 326,500.00	
CHEMATOX LABORATORY, INC	April Blood Alcohol Testing	\$ 25.00	
CINTAS	First Aid Refill PD	\$ 59.87	
CIRSA	2017 VAMP Audit	\$ 5.50	
COLORADO ANALYTICAL LAB, INC	Drinking Water Testing	\$ 115.00	
COLORADO ASSOCIATION OF CHIEFS OF POLICE	Pre-Employment Test Materials PD	\$ 124.23	
DATAPROSE	April Utility Bills, Postage, Spring Newsletter	\$ 2,028.79	
DBC IRRIGATION SUPPLY	Splash Pad Coupling, PVC Tee and Manifold Repair Parts, Irrigation Parts	\$ 166.59	
DBC IRRIGATION SUPPLY	Irrigation Parts	\$ 504.26	*
ECONO SIGNS	Street Signs	\$ 1,219.29	*
EICHEM, JORDAN	Travel to NISP Participant Meeting	\$ 26.81	
EUCKERT, A.J.	Airfare Reimbursement ICSC RE Convention	\$ 280.60	
EWING AUTO PARTS	Oil Dry for Spills, Kubota Service Supplies	\$ 109.40	
FERGUSON WATERWORKS #1116	BMX Track Irrigation Supplies	\$ 2,521.76	
FREDERICK-FIRESTONE FIRE PROTECTION DIST	1st Qtr. 2018 Emergency Communication	\$ 125.94	
GOLDMAN, ROBBINS, NICHOLSON & MACK PC	Special Council Oil and Gas Issues	\$ 9,763.06	
HOME DEPOT	Supplies PW, Step Ladder Evidence Room PD	\$ 110.63	
HOTSY EQUIPMENT OF NO.CO.,INC.	Hose for Pressure Washer	\$ 251.00	
HUSKY CREATIVE INC	New Logo Wind Resistant Pole Banners	\$ 4,518.00	
INES OJEDA	17DAC-00256 Bond Refund	\$ 2,000.00	*
INSIGHT AUTO GLASS	Chip Repair Unit #6 PD	\$ 40.00	
INTERSTATE FORD	Oil and Filter Change Code Truck	\$ 64.13	
KINSCO	2 Shirts - CH, Pants - MB, Super Shirts - MB	\$ 295.95	*
KINSCO	Pants - MB, Engraved Pin and Velcro Patch - DF, Pants - MB, Velcro Patch Sewn On - IL, Shirt - MC	\$ 270.45	
LAMP, RYNEARSON & ASSOCIATES, INC	Developer Reviews, General City Engineering, York Street Design	\$ 38,180.27	
LARIMER COUNTY COURT	Bond Payment	\$ 500.00	*
LAWS	Upfit Unit #3	\$ 6,295.22	*
LEGAL SHIELD	Prepaid Legal	\$ 105.65	*
LIFE STORIES	1st Qtr. 2018 Billing	\$ 250.00	
LIGHT KELLY PC	Legal Services 4/2018	\$ 10,105.15	
LONGMONT HUMANE SOCIETY	Restitution #18-20850	\$ 620.00	*
LOROS TRUCKING LLC	Sharpe Sidewalk Chases and Replacement, Summit Blvd Asphalt Patch	\$ 17,416.00	
LUCAS, ROSA	Court Interpreter	\$ 100.00	*
MANUELA REYES	Cancelled Pavilion Reservations Fee Refunded	\$ 50.00	
MOUNTAIN VIEW COMMERCIAL CLEANING, INC	April Janitorial Services	\$ 875.00	
NATASIA LOVATO-GARCIA	Court Overpayment 18-20833	\$ 50.00	*
NATIONAL METER & AUTOMATION INC	Meter Extensions	\$ 292.73	*
NATIONAL METER & AUTOMATION INC	5/8 Inch Meters	\$ 2,824.32	
PAUL L MACK ARCHITECTURE	Review of Sunbelt or Van's Site Plan	\$ 270.00	
PETER WEBB PUBLIC RELATIONS INC	Communication and Public Relation Services for Oil and Gas	\$ 218.21	
SAFEBUILT	GIS Mapping, Economic Development Website	\$ 290.00	*
SAFEBUILT	Inspections, Permits and Plan Review	\$ 22,195.72	
SAMEDAY OFFICE SUPPLIES	Notary Stamp - RK and KC, Paperclips, Mechanical Pencils, Receipt Paper, Pens, Post it Dispo Wipes	\$ 243.27	
SECURITY BENEFIT	Employee Pension	\$ 10,766.22	*
SILL-TERHAR FORD	2018 Ford Explorer Interceptor	\$ 32,789.00	*
SIMPLIFILE	Lien 1108 Mac Davidson Cir	\$ 15.00	*
SIRCHIE	Nark Test Kits PD	\$ 64.86	
SMITH ENVIRONMENTAL AND ENGINEERING	BMPs for Operator Agreement	\$ 9,942.00	
SPACE FARMER PRODUCTIONS, LLC	National Night Out Movie Production	\$ 810.00	*
SUPERIOR VISION	Vision Insurance	\$ 465.05	*
SUPPLYWORKS	Liners, Softsoap, Toilet Paper, Towels	\$ 221.46	
TBK BANK	H.S.A. Contributions	\$ 1,413.15	*
TEXAS LIFE	Life Insurance	\$ 188.00	*
THE HARTFORD	Life Insurance, and Disability Insurance	\$ 1,792.95	*
THOMAS MOORE ARCHITECTS	City Hall Remodel Design	\$ 3,897.50	
TIMBERLAN	Network Support, Email Hosting, Backups, Security, Special Projects, Network Maintenance	\$ 4,392.48	
UTILITY NOTIFICATION CENTER OF CO - UNCC	RTL Transmissions	\$ 240.70	
VALLEY HEATING & AIR CONDITION	Server Room AC	\$ 4,494.00	*
VRANESH AND RAISCH, LLP	Autumn Valley Ranch Auction and Interstate Ford Water Rights Review, City Water Right Rev	\$ 1,483.25	
WALJE, JENNIFER	9 Volt Batteries	\$ 39.64	*
WELD COUNTY CHIEFS OF POLICE ASSOCIATION	Member Dues	\$ 35.00	*
WELD COUNTY SHERIFF	Jail Fees L. Prichard	\$ 53.64	*
WHITESIDE'S BOOTS #2, INC.	Work Wear - BH	\$ 450.00	
WILLARD B HARDESTY	May 2018 Judge Municipal Court	\$ 500.00	*
<b>TOTAL</b>		<b>\$ 583,756.68</b>	

April Credit Card Purchases		
AARDVARK NOTARY TRAINING	Notary Training - RK	\$ 39.00
ADOBE SYSTEMS INC	Adobe PDF Pack Renewal	\$ 69.99
AMAZON	MICR Toner Cartridges	\$ 180.00
AXON ENTERPRISE INC	Tactical Magazine PD	\$ 186.00
BLUE 360 MEDIA LLC	CO Officer Handbook 17-18 PD	\$ 501.27
CANON FINANCIAL SVC., INC.	CH Printer/Plotter Lease	\$ 333.00
CARBON VALLEY FLORIST LLC	Gifts for Administrative Professionals Day	\$ 295.00
CENTURYLINK	PW Phones and Internet	\$ 204.01
COLORADO MUNICIPAL LEAGUE - CML	Conference Registration	\$ 1,540.00
COLORADO SECRETARY OF STATE	Notary Application Fee - KC, RK	\$ 20.00
COMCAST	PD Cable, PD/CH Phone and Internet	\$ 627.05
COSTCO	Kitchen and Office Supplies	\$ 359.78
DAILY CAMERA	Monthly Subscription Fee	\$ 12.89
DROPBOX	Renewal - JK, PD	\$ 198.00
ELF GRILL	Lunch Meeting - Garden Planning	\$ 16.75
ENVIRONMENTAL SYSTEMS RESEARCH ESRI	Water System Mapping	\$ 2,500.00
EXPRESS TOLL	E470 Tolls PD	\$ 81.20
GALLS INC	Flares PD	\$ 142.99
ICSC, INTERNATIONAL COUNCIL SHOPPING CENTERS	ICSC Registration - JB	\$ 640.00
JAMF SOFTWARE	Software PD	\$ 30.00
KING SOOPERS	Work Session Snacks	\$ 66.18
L.A.W.S. - LIGHT/ACCESS/WARNING	De-Commissioned 2012 Durango PD	\$ 350.00
LIFELOC TECHNOLOGIES	Dry Gas and Mouth Piece Kit PD	\$ 274.45
NETFLIX	Monthly Fee PW	\$ 7.99
PRINT EXPERTS LLC	Updated City Brochure	\$ 106.35
STAMPS.COM	Monthly Fee CH/PD	\$ 15.99
STEELCON INC	Road Maintenance - WCR 12 Bridge	\$ 528.00
TACTICAL GEAR	Pants and Shirts - MS	\$ 344.94
TRACTOR SUPPLY COMPANY	Aerator	\$ 229.66
TRANSUNION	Background Information PD	\$ 26.80
U.S. HEALTHWORKS	DOT Physical - JH	\$ 99.00
UNITED POWER	Electric Service	\$ 1,830.86
UNITED STATES POSTAL SERVICE	Stamps PD/CH	\$ 500.00
VERIZON WIRELESS	PW and PD Cellular Phones	\$ 1,407.26
WALMART	Storage Containers PD	\$ 51.76
<b>TOTAL CREDIT CARD CHARGES</b>		<b>\$ 13,816.17</b>
<b>TOTAL BILLS PAID</b>		<b>\$ 597,572.85</b>

**Agenda Item:** VI-c

**Meeting Date:** May 14, 2018

**Subject:** Resolution 18-45, a resolution approving an agreement with Paul L. Mack Architecture, LLC for on-call architectural review services.

**Presenter:** Jennifer Krieger, AICP, Director Community Development

**Background:** As part of ongoing efforts to further implement and enhance the City's overall non-residential design standards, the City is adding an architect to provide on-call design review services. Paul Mack Architecture is currently providing the City of Dacono professional services through Studio Six for an update to the City's non-residential design standards.

**Recommended Action:** Staff is recommending approval of Resolution 18-45 approving a professional services agreement with Paul L Mack Architecture, LLC.



**RESOLUTION NO. 18-45**

**A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF DACONO AND PAUL MACK ARCHITECTURE FOR ON-CALL ARCHITECTURAL REVIEW SERVICES.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO, COLORADO:**

**Section 1.** The proposed Agreement by and between the City of Dacono and Paul Mack Architecture for on-call architectural review services is hereby approved in essentially the same form as the copy of such Agreement accompanying this resolution.

**Section 2.** The Mayor is hereby authorized to execute the Agreement and is further authorized to negotiate and approve on behalf of the City such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, READ, and ADOPTED this 14<sup>th</sup> day of May, 2018.

CITY OF DACONO, COLORADO

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Joe Baker, Mayor

ATTEST:

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Valerie Taylor, City Clerk

**AN AGREEMENT BY AND BETWEEN THE CITY OF DACONO,  
AND PAUL L. MACK ARCHITECTURE, LLC  
FOR ON-CALL DEVELOPMENT DESIGN REVIEW SERVICES**

**1.0 PARTIES**

The parties to this Agreement are the City of Dacono, a Colorado home rule municipal corporation, hereinafter referred to as the “City,” and Paul L. Mack Architecture, LLC, hereinafter referred to as the “Contractor.”

**2.0 RECITALS AND PURPOSE**

- 2.1 The City desires to engage the Contractor for the purpose of assisting the City, on an on-call basis, with review of design submittals for compliance with City of Dacono Non-Residential Development Guidelines.
- 2.2 The Contractor represents that it has the background, experience, equipment and facilities necessary to provide the City with the services.

**3.0 SCOPE OF SERVICES**

The Contractor agrees to provide the City with the specific professional services as set forth in Exhibit “A” attached hereto and incorporated herein by reference (the “Services”).

**4.0 COMPENSATION**

- 4.1 The City shall pay the Contractor for Services actually rendered under this Agreement at the hourly rates set forth in Exhibit “B”, attached hereto and incorporated herein by this reference. The City shall pay mileage and other reimbursable expenses (such as travel expenses, mail and delivery charges, etc.) which are deemed necessary for performance of the Services and which are pre-approved by the City Manager. Such amounts shall be inclusive of all costs of whatsoever nature associated with the Contractor’s efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside consultant fees. The scope of services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services that exceeds the amounts payable under the terms of this Agreement.

4.2 The Contractor shall submit monthly a detailed invoice to the City describing the Services rendered in the previous month, for each month this Agreement is in effect. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed for the month, the hours worked by employee, the hourly rate charged for that work and such other information as the City may reasonably require. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

**5.0 PROJECT REPRESENTATION**

5.1 The City designates Jennifer Krieger, Community Development Director, as the responsible City staff member to provide direction to the Contractor during the conduct of the project. The Contractor shall comply with the directions given by Jennifer Krieger.

5.2 The Contractor designates Paul Mack as its project manager and as the principal in charge who shall be providing the Services under this Agreement. The City may rely upon the guidance, opinions, and recommendations provided by the Contractor and its representatives. Should any of the representatives be replaced, particularly Paul Mack, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

**6.0 TERM**

This Agreement shall commence on May 15, 2018, and shall continue until terminated in accordance with the terms of hereof. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Dacono City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation by the Dacono City Council, this Agreement shall terminate effective December 31 of the then-current fiscal year.

**7.0 INSURANCE**

a) The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

- i) Contractor shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
  - (1) Professional Liability insurance with minimum limits of \$500,000 each occurrence and \$500,000 annual aggregate.
  - (2) Automobile liability and physical damage insurance for any vehicle used in performing services for the City, in amounts not less than prescribed by the laws of the State of Colorado (currently \$25,000 per person/\$50,000 per accident bodily injury, and \$15,000 per accident property damage).
- ii) Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- iii) Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall identify the Services and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- iv) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the Owner.
- v) The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

## 8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall, at its sole expense, timely investigate and respond to the City regarding any such liability, claims and demands. To the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers, Contractor shall be solely responsible to bear all costs and expenses, including court costs and attorney fees, for any such injury, loss, or damage, or portion thereof, caused by or claimed to be caused by Contractor's negligent acts, errors, or omissions relating to the professional work or Services in the performance of this Agreement. The Contractor's indemnification and defense obligations shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City or any other party that is not a subcontractor or other person for whom Contractor is responsible. The extent of the Contractor's obligation to defend, indemnify, or hold harmless the City shall be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the City and the Contractor; however, the Contractor's duty to investigate and respond to the City regarding any claims or demands shall immediately arise upon the receipt by the City or Contractor of any claims or demands.

## 9.0 QUALITY OF WORK

Contractor's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the Denver metropolitan area.

## 10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

10.1 **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSE RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**

- 10.2 **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**
- 10.3 Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4 Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 10.5 The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 10.6 Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.7 Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8 All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 10.9 Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

#### **11.0 ASSIGNMENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due or that become due hereunder without the City's prior written consent.

#### **12.0 DEFAULT**

Each and every term and condition hereof shall be deemed a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

### **13.0 TERMINATION**

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by either party for its convenience and without cause of any nature by giving written notice at least seven (7) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

### **14.0 INSPECTION**

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

### **15.0 DOCUMENTS**

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

### **16.0 ENFORCEMENT**

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Weld County in connection with any dispute arising out of or in any matter connected with this Agreement.

## **17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED**

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit C, the “City of Dacono Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor’s Pre-Contract Certification which Contractor has executed and delivered to the City prior to Contractor’s execution of this Agreement.

## **18.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

## **19.0 EQUAL OPPORTUNITY EMPLOYER**

- 19.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 19.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.



**DATED:** \_\_\_\_\_, 20\_\_

CITY OF DACONO,

CONTRACTOR:

By: \_\_\_\_\_  
Joe Baker, Mayor

By: \_\_\_\_\_  
Paul L. Mack, Owner

Attest: \_\_\_\_\_  
Valerie Taylor, City Clerk

Attest: \_\_\_\_\_  
Secretary

**EXHIBIT A**  
**Contractor's Scope of Services**

When requested by the City, Paul L. Mack Architecture, LLC (the "Consultant") will perform the following:

1. Document Review: Review the Design Submittal for compliance with the Non-Residential Development Guidelines. This review will focus on the Exterior Features in the Preliminary Design Drawings.

2. Communication: Consultant will coordinate closely with the City to determine best communication practices with all participating parties; Developer, City of Dacono and City's staff may be contacted.

3. Review Response: Consultant will advise the City of recommended revisions/corrections by means of verbal or electronic communication, hand marked notes, sketches and/or comments on the submittal. In addition, Consultant will comment approved, approved with noted exceptions or revise and resubmit on a cover letter or other means.

4. Format: It is expected that submittals be in the form of .pdf files, clearly legible at a maximum 11" by 17" format attached to email. Reviewed submittals will be returned as .pdf files attached to email where practicable.

**EXHIBIT B**  
**Hourly Rates**

Paul L. Mack \$135.00 per hour

Technical Staff \$100.00 per hour

## **EXHIBIT C**

### **City of Dacono Public Services Contract Addendum Prohibition Against Employing Illegal Aliens**

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

**Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)**

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

\_\_\_\_\_

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

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

Date: \_\_\_\_\_

**Agenda Item:** VII-A  
**Meeting Date:** May 14, 2018

**Subject:** Ordinance 848, an ordinance extending a temporary moratorium on the submission, acceptance, processing, or approval of any land use applications, or issuance of any special use permit, related to the use of property within the City for oil and gas exploration, extraction, and related activities.

**Presenter:** Jennifer Krieger, AICP, Community Development Director

**Background:** By Ordinance No. 841 adopted on November 27, 2017, the City Council imposed a temporary moratorium until May 31, 2018 on the submission, acceptance, processing, or approval of any special use permit or other land use approval for oil and gas activities in order to study the issues, evaluate impacts, and consider appropriate new regulations and amendments to existing regulations.

Since Ordinance No. 841 was adopted, City staff has diligently researched and investigated issues related to the impacts of oil and gas development, has been negotiating operator agreements with oil and gas operators in the City, and is in the process of drafting amendments to the City's existing oil and gas regulations. Staff has met with two operators monthly since January 2018. Additionally, a joint work session between City Council and the Planning Commission was held on April 24, 2018 to provide an update on staff's progress on these issues.

The City's current oil and gas regulations are from 1996 and do not reflect current practices and technology in oil and gas exploration, extraction and other related activities in the industry. New regulations are necessary to adequately address impacts to the use and integrity of water supplies and infrastructure, air quality, odor, dust, traffic, roads and transportation, wastewater infrastructure, land resources, wildlife, aesthetic values, noxious weeds, drainage and erosion control, parks and open space lands, emergency response plans, community resources, and the safety and security of the City's residents. In order to provide residents and interested stakeholders an opportunity to review the draft regulations, additional time is necessary.

This moratorium continues to provide an exception for operator agreements approved by the City Council. The moratorium is extended an additional ninety days and expires on August 29, 2018.

**Recommended Action:** Staff is recommending approval of Ordinance 848 on second reading.

**ORDINANCE NO. 848**

**AN ORDINANCE EXTENDING A TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING, OR APPROVAL OF ANY LAND USE APPLICATIONS, OR ISSUANCE OF ANY SPECIAL USE PERMIT, RELATED TO THE USE OF PROPERTY WITHIN THE CITY FOR OIL AND GAS EXPLORATION, EXTRACTION, AND RELATED ACTIVITIES.**

**WHEREAS**, the Colorado Oil and Gas Conservation Act, C.R.S. § 37-60-101, *et seq.*, declares it is in the public interest to foster the responsible, balanced development, production, and utilization of the natural resources of oil and gas in the state of Colorado in a manner consistent with protection of public health, safety, and welfare, including protection of the environment and natural resources; and

**WHEREAS**, the Colorado Oil and Gas Conservation Act grants the Colorado Oil and Gas Conservation Commission (“COGCC”) authority to adopt statewide rules and regulations concerning the development and production of oil and gas resources and the COGCC has done so; and

**WHEREAS**, the Colorado Oil and Gas Conservation Act provides it is not intended to establish, alter, impair, or negate the authority of local governments to regulate land use related to oil and gas operations, and Colorado courts have recognized on several occasions that the Colorado Oil and Gas Conservation Act does not expressly or impliedly preempt all aspects of a local government’s authority to enact local land use regulations applicable to oil and gas development and operational activities within a city, and thus the City’s land use regulations are legal and valid as long as they do not irreconcilably conflict with state law on the basis of operational conflicts that materially impede or destroy the state’s interest; and

**WHEREAS**, the City is located within one of the most actively drilled oil and gas producing formations along the Front Range, the Wattenberg Field, which has been the center of considerable activity relating to the exploration, extraction, and production of oil and gas resources and accessory activities (“oil and gas activities”); and

**WHEREAS**, the City Council recognizes the importance of the oil and gas industry to the community, but believes it is also important to address and, when possible, minimize adverse impacts of any industry on the health, safety, and welfare of the City and its residents through zoning, the exercise of police power, and land use regulations; and

**WHEREAS**, such oil and gas activities are part of a rapidly developing and evolving industry nationwide, across Colorado, and within Weld County, with both substantial advances in technology and significant modifications to the laws governing the industry have occurred during the past several years; and

**WHEREAS**, specifically, technological advances within the oil and gas industry, coupled with market conditions and other factors, have resulted in significant increases in oil and gas activities within and surrounding the City and requests by mineral interest holders and operators for permits for large scale multi-well sites, which contain many more wells per site than in previous applications, have increased; and

**WHEREAS**, the City's current regulations concerning oil and gas activities were last updated in 2006, prior to these various changes in oil and gas production practices and other changing conditions within the industry and the City, and are therefore in need of review and potential amendment in light of current significant concerns over the impacts of continuing oil and gas activities within the City and to conform with current regulatory and best management practices, consistent with COGCC Rules, and updates to reflect current technologies of the oil and gas exploration and extraction industry; and

**WHEREAS**, oil and gas activities may negatively impact the City and its residents in ways that may be inadequately addressed in the City's current zoning and land use regulations, including impacts to the use and integrity of water supplies and water infrastructure, air quality, odor, dust, traffic, roads and transportation infrastructure, wastewater infrastructure, land resources, wildlife, aesthetic values, noxious weeds, drainage and erosion control, parks and open space lands, emergency response plans, community resources, and the safety and security of the City's residents; and

**WHEREAS**, the City Council believes it has not only the authority but the responsibility to plan for and regulate the use of land within the City to best protect and promote the health, safety, and welfare of present and future inhabitants and residents of the City, and to guide future growth, development, and distribution of land uses within the City; and

**WHEREAS**, to that end, the City Council has from time to time adopted planning, zoning, police power, and other regulations governing land uses within the City; and

**WHEREAS**, City staff have begun to analyze whether the existing zoning, police power, and other land use regulations pertaining to oil and gas activities sufficiently protect the public health, safety, and welfare; and

**WHEREAS**, there is a need for comprehensive study of the impacts of oil and gas activities, to determine whether existing zoning, police power, and land use regulations pertaining thereto are sufficient to protect the health, safety, and welfare of the City and its residents, or whether additional regulations are necessary to address the impacts; and

**WHEREAS**, local governments throughout Colorado are struggling to address the potential adverse impacts of proliferating oil and gas activities in urban and suburban environments on their residents' health, safety, and welfare, and several local governments have enacted temporary moratoria to allow a period of time to evaluate those impacts in order to assess, determine, and adopt appropriate local regulations; and



**WHEREAS**, the City Council needs time to adequately study the issues, evaluate impacts, and consider appropriate new regulations and amendments to existing regulations; and

**WHEREAS**, the City Council reasonably anticipates that applications for additional oil and gas activities may be filed in the coming months while such activities are undertaken and before the City has had the opportunity to consider and adopt appropriate regulatory changes; and

**WHEREAS**, the City Council finds it is inconsistent with its responsibilities to protect the local environment and residents of the City to continue to process and review applications for oil and gas activities in piecemeal fashion without thoroughly examining the current City regulations to reflect changes in state law, COGCC Rules, and oil and gas production practices; and

**WHEREAS**, if applications requesting approval to conduct oil and gas activities within the City are submitted prior to the City Council having adequate time to review and make necessary revisions to its regulations, the City Council believes that irreparable harm may be done to the public health, safety, and welfare; and

**WHEREAS**, by Ordinance No. 841 adopted on November 27, 2017, the City Council imposed a temporary moratorium until May 31, 2018 on the submission, acceptance, processing, or approval of any special use permit or other land use approval for oil and gas activities in order to study the issues, evaluate impacts, and consider appropriate new regulations and amendments to existing regulations; and

**WHEREAS**, during the time since Ordinance No. 841 was adopted, City staff has diligently researched and investigated issues related to the impacts of oil and gas development, has been negotiating operator agreements with oil and gas operators in the City, and is in the process of drafting amendments to the City's existing oil and gas regulations; and

**WHEREAS**, a joint work session between City Council and the Planning Commission is scheduled for April 24, 2018 to provide an update on staff's progress on these issues; and

**WHEREAS**, the City Council finds and determines it is of critical importance to the City and its residents that the Planning Commission and City Council complete its examination of the important policy considerations presented by oil and gas activities and that the City's residents, oil and gas operators, and industry stakeholders be given an opportunity to review the draft regulations prior to their adoption; and

**WHEREAS**, in order to protect the public health, safety and general welfare of the inhabitants of the City, the City Council hereby finds and determines that it is necessary and appropriate to extend the temporary moratorium imposed by Ordinance No. 841 for an additional period of ninety days, to August 29, 2018, on the submission, acceptance, processing, or approval of any special use permit or other land use approval for oil and gas activities, during which time the City shall consider amendments to the City's regulations concerning oil and gas activities; and

**WHEREAS**, the extension of the temporary moratorium set forth herein is reasonable, necessary, and no longer in duration than is needed to allow the City Council and staff to investigate the necessity and ability of the City to regulate the impacts upon the City and its residents by reason of oil and gas activities, and to develop and implement any appropriate regulations needed to protect and preserve the public health, safety, and welfare; and

**WHEREAS**, owners of mineral rights and operators engaged in oil and gas activities will not be unfairly prejudiced by the imposition of the temporary moratorium imposed by this ordinance; and

**WHEREAS**, the U.S. Supreme Court and the Colorado Supreme Court recognize that, in the field of land use regulation, temporary moratoria of reasonable duration are often employed to preserve the status quo in a particular area while developing a long-term plan for development and while evaluating the sufficiency of current regulations; indeed, in countering the incentive of property owners to develop their property quickly to avoid the consequences of an impending land use plan for the jurisdiction, moratoria are a crucial tool for local governments and, therefore, pursuant to express and implied authority granted by the Colorado Revised Statutes (“C.R.S.”) and multiple Colorado and federal appellate decisions upholding temporary moratoria on land use applications while amendments are considered, the City Council has the legal authority to adopt the temporary moratorium set forth herein; and

**WHEREAS**, the City Council finds and declares it has the power and authority to adopt this ordinance pursuant to C.R.S. § 29-20-101, *et seq.* (the Local Government Land Use Control Enabling Act), C.R.S. § 31-23-301, *et seq.* (concerning municipal zoning powers), C.R.S. § 31-15-103 (concerning municipal police powers), C.R.S. § 31-15-401 (concerning municipal police powers), C.R.S. § 31-15-501 (concerning municipal authority to regulate businesses), C.R.S. § 31-15-601 (concerning municipal building regulations), Article XX of the Colorado Constitution (concerning municipal home rule), and the City of Dacono Home Rule Charter, all in a manner consistent with constitutional rights.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DACONO, COLORADO:**

**Section 1.** The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the City Council.

**Section 2.** Upon the effective date of this ordinance, and until August 29, 2018, no application for approval of a special use permit or other land use approval for oil and gas activities shall be accepted, reviewed, processed, approved or otherwise acted upon, unless otherwise provided in this ordinance.

**Section 3.** The restrictions contained in this ordinance shall not be construed to affect any applications for a special use permit or other land use approval for oil and gas activities for which complete applications were filed prior to the effective date of Ordinance No. 841 or for oil

and gas wells the drilling of which are authorized by an operator agreement approved by the City Council.

**Section 4.** Any person who submitted a complete application for a special use permit or other land use approval for oil and gas activities prior to the effective date of Ordinance No. 841, and who believes that application of the temporary moratorium to such application would be legally invalid, may file with the City Council a request for an exemption from the moratorium. The request shall be in writing and fully set forth the reasons why the exemption should be granted. The City Council may grant the exemption if it finds that application of the moratorium would be legally invalid under the facts presented.

**Section 5.** The provisions of this ordinance are temporary in nature and may be repealed by subsequent legislative enactment. The temporary moratorium established by this ordinance shall terminate as of August 29, 2018 unless sooner repealed.

**Section 6.** If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

**Section 7.** The repeal or modification of any provision of any prior ordinance by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

**Section 8.** All other ordinances or portions thereof inconsistent or conflicting with this ordinance, or any portion hereof, are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ, ADOPTED ON FIRST READING, AND ORDERED PUBLISHED BY TITLE AND POSTED IN FULL this 23rd day of April, 2018.**

**PUBLIC HEARING AND SECOND READING WILL BE THE 14 day of May, 2018, AT 6:00 P.M. AT DACONO CITY HALL, 512 CHERRY STREET, DACONO, CO.**

**READ, ADOPTED ON SECOND READING, APPROVED, SIGNED, AND ORDERED PUBLISHED BY TITLE this \_\_\_\_ day of \_\_\_\_\_, 2018.**

CITY OF DACONO, COLORADO

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Joe Baker, Mayor

ATTEST:

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Valerie Taylor, City Clerk

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Summary of Ordinance No. \_\_\_\_, **“AN ORDINANCE EXTENDING A TEMPORARY MORATORIUM ON THE SUBMISSION, ACCEPTANCE, PROCESSING, OR APPROVAL OF ANY LAND USE APPLICATIONS, OR ISSUANCE OF ANY SPECIAL USE PERMIT, RELATED TO THE USE OF PROPERTY WITHIN THE CITY FOR OIL AND GAS EXPLORATION, EXTRACTION, AND RELATED ACTIVITIES”**: Extends the temporary moratorium until August 29, 2018 on land use applications for oil and gas activities within the City.

**Agenda Item #:** VII. B.

**Meeting Date:** May 14, 2018

**Subject:** Consideration of Ordinance 849, requiring sales of permitted fireworks be conducted only from permanent structures meeting the City's Building Code and Site Plan requirements, on first reading.

**Presenter:** A.J. Euckert, City Manager

**Background:** This Ordinance would amend the Dacono Municipal Code by requiring sales of permitted fireworks be conducted only from permanent structures meeting the City's building code and site plan requirements, and not from any tent, canopy, stand, or other temporary structure, or from any mobile trailer designed for transportation of goods.

**Recommended Action:** Consideration and approval of Ordinance 849, requiring sales of permitted fireworks be conducted only from permanent structures meeting the City's Building Code and Site Plan requirements, on first reading.

**ORDINANCE NO. 849**

**AN ORDINANCE REQUIRING SALES OF PERMITTED FIREWORKS BE CONDUCTED ONLY FROM PERMANENT STRUCTURES MEETING THE CITY'S BUILDING CODE AND SITE PLAN REQUIREMENTS**

**WHEREAS**, the City regulates the use and sale of both prohibited and permitted fireworks in Chapter 10 of the Dacono Municipal Code; and

**WHEREAS**, Section 10-92 of the Code makes it unlawful to sell prohibit fireworks, but does not address or place any limitation on the sale of permitted fireworks; and

**WHEREAS**, the City Council finds the health, safety and welfare of the City and its residents would be furthered by requiring sales of permitted fireworks exclusively from permanent structures, and not from any tent, canopy, stand, or other temporary structure, or from any mobile trailer designed for transportation of goods, as set forth herein; and

**WHEREAS**, the City Council further finds that requiring structures from which fireworks may be sold to meet the requirements of the City's site plan regulations will enable appropriate technical review agencies, such as the fire district, to ensure the building may safely accommodate such use, and that issues such as access, traffic and circulation may be addressed; and

**WHEREAS**, the City Council finds and declares it has the power and authority to adopt this ordinance pursuant to Amendment 64, C.R.S. § 29-20-101, *et seq.* (the Local Government Land Use Control Enabling Act), C.R.S. § 31-23-301, *et seq.* (concerning municipal zoning powers), C.R.S. § 31-15-103 (concerning municipal police powers), C.R.S. § 31-15-401 (concerning municipal police powers), Article XX of the Colorado Constitution (concerning municipal home rule), and the City of Dacono Home Rule Charter.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DACONO, COLORADO:**

**Section 1.** The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the City Council.

**Section 2.** Section 10-92(b) of the Dacono Municipal Code is hereby amended to read as follows (words to be added underlined; words to be deleted ~~stricken~~):

**Sec. 10-92. Fireworks.**

(b) No person shall sell, offer for sale or possess with the intent to offer for sale any prohibited fireworks in the City; and no person shall sell, offer for sale or possess with the intent to offer for sale any permitted fireworks in the City, except from a permanent structure constructed pursuant to Chapter 18 of this

Code and in compliance with the site plan regulations set forth in Chapter 16, Article 24 of this Code; and no person shall place any fireworks into any fire; and no person shall possess any prohibited fireworks while in any park, parkway, street, recreation area or open space, or use or explode any prohibited fireworks on any public or private property.

**Section 3.** If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

**Section 4.** All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**Section 5.** Any person charged with a violation of this ordinance, upon conviction thereof, shall be subject to the General Penalty in Section 1-70 of the Dacono Municipal Code, which provides for incarceration for a period not to exceed one (1) year, a fine not to exceed one thousand dollars (\$1,000.00), or both such fine and imprisonment. As provided in Section 1-70(b), each and every day during any portion of which any violation is committed, continued or permitted shall be a separate violation, and the violator shall be punished accordingly.

**INTRODUCED, READ, ADOPTED ON FIRST READING, AND ORDERED PUBLISHED AND POSTED BY TITLE this 14<sup>th</sup> day of May, 2018.**

**PUBLIC HEARING AND SECOND READING WILL BE THE 11th day of June, 2018, AT 6:00 P.M. AT DACONO CITY HALL, 512 CHERRY STREET, DACONO, CO.**

**READ, ADOPTED ON SECOND READING, APPROVED, SIGNED, AND ORDERED PUBLISHED BY TITLE this \_\_\_\_ day of \_\_\_\_\_, 2018.**

CITY OF DACONO, COLORADO

\_\_\_\_\_  
Joe Baker, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Taylor, City Clerk



Summary of Ordinance No. 849, **“AN ORDINANCE REQUIRING SALES OF PERMITTED FIREWORKS BE CONDUCTED ONLY FROM PERMANENT STRUCTURES MEETING THE CITY’S BUILDING CODE AND SITE PLAN REQUIREMENTS”** Requires sales of permitted fireworks be conducted only from permanent structures meeting the City’s building code and site plan requirements, and not from any tent, canopy, stand, or other temporary structure, or from any mobile trailer designed for transportation of goods.