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 January 10, 2018; and
   City Council minutes: December 19, 2017.

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

ACTION ITEMS: NEW BUSINESS —

7. Annual Appointments:
   a. Mayor Pro-Tem appointment (Pursuant to City Charter, Section 3.5(b)).
   b. Legal Publication for 2018
   c. DRCOG Representative
   d. Gilpin Ambulance Authority Representative and Alternate
   e. I-70 Coalition Representative and Alternate
   f. Local Emergency Planning Committee (LEPC) Advisory Representative

8. Historic Preservation Commission Appointment – 1 alternate

9. Planning Commission Appointment – 1 alternate

10. Resolution No. 18-01: A resolution designating the public place for posting of notices of regular and special meetings of local public bodies of the City. (Bechtel)
11. **Resolution No. 18-02**: A resolution appointing the Municipal Judge and extending the term and compensation for service. (Miera)

12. **Resolution No. 18-03**: A resolution of the City Council of the City of Central, Colorado approving a Purchase Agreement for Fire Department Tactical Tender with Front Range Fire Apparatus, Limited, A Colorado Corporation. (Allen)

13. **Resolution No. 18-04**: A resolution of the City Council of the City of Central, Colorado authorizing the City Manager to execute certain consultant contracts, construction contracts, and other documents on behalf of the City related to the Central City Membrane Building Project. (McAskin)

14. **Ordinance No. 18-01**: An ordinance of the City Council of the City of Central, Colorado approving a Lease Purchase Agreement with Prime Capital, Inc. (McAskin)

**REPORTS**

15. Staff updates —

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

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

**ADJOURN.** Next Council meeting February 6, 2018.

Posted 1/11/2018

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.
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Grand Totals: 83,737.73
CALL TO ORDER
A regular meeting of the City Council for the City of Central was called to order by Mayor Heider at 5:41 p.m., in City Hall on December 19, 2017.

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

Absent: None

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

EXECUTIVE SESSION
Mayor pro tem Voorhies moved to go into Executive Session pursuant to C.R.S. 24-6-402(4)(f) to discuss personnel matters for which the employee has consented. I further move to reconvene the February 21, 2017 regular City Council meeting at the conclusion of the Executive Session in order to continue with the agenda items set forth on the regular meeting agenda. Alderman Aiken seconded, and without discussion, the motion carried unanimously.

At 7:05 p.m., Mayor Heider reconvened regular session.

Pledge of Allegiance was recited by all present with a moment of remembrance for long time residents George Snyder and Linold Begg.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA
The agenda was approved with the addition of a Second Addendum to the City Managers Contract and Resolution No. 17-37 to approve a lease with Gilpin County for space at Apex.

CONFLICTS OF INTEREST
No Council Member disclosed a conflict regarding any item on the agenda.
CONSENT AGENDA
Mayor pro tem Voorhies moved to approve the consent agenda containing the regular bill lists through December 15, the City Council minutes for the meeting on December 5, 2017, and the Second Addendum to the City Managers Contract. Alderman Aiken seconded, and without discussion, the motion carried unanimously.

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

ACTION ITEMS: NEW BUSINESS
Main Street Central City Annual Report
Barbara Thielemann, MSCC Chair, provided a summary of 2017 events, expenditures, plans for 2018 and a thank you to the City and Zeke Keeler for ongoing support.

Gilpin Arts Annual Report
David Josselyn, President for GCAA, reviewed the events for 2017 which celebrated the 70th Juried Art Show with thanks to continuing support form the City of Central, countless volunteer hours from board members and artists, and the tireless work of our gallery managers.

Gilpin History Annual Report
Deb Wray, President, provided a summary of events in 2017 and thanked Council for continued support of the Gilpin Historical Society and our mission of preserving and exhibiting Gilpin County's history.

Central City Opera Annual Report
Ron Engels, Chairman of the Marketing Committee provided a summary of 2017 events noting that 13,000 people attended the Opera productions. CCOA is grateful for the continued support and strong partnership with the City of Central City.

Resolution No. 17-31: A resolution of the City Council of the City of Central, Colorado approving extensions of engineering-related Professional Services Agreements (JVA, Inc. and Deere & Ault Consultants, Inc.)
Public Works Director Hoover explained this resolution approves extensions of Engineering-Related Professional Services Agreements for JVA, Inc. (for City engineering services), and Deere & Ault Consultants, Inc. (for on-call water rights related engineering services. There are no retainer fees for these agreements. Fees collected based on the on call services provided with not to exceed amounts.

Based on both of the consultant’s satisfactory performance and the ongoing need for civil engineering and water engineering services, the City desires to extend the term of the prior agreements through December 31, 2018 for the specific not to exceed ("NTE") compensation amounts specifically set forth in Section 1 of the resolution.

Mayor pro tem Voorhies moved to approve Resolution No. 17-31: A resolution of the City Council of the City of Central, Colorado approving extensions of engineering-related
Professional Services Agreements (JVA, Inc. and Deere & Ault Consultants, Inc.). Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Resolution No. 17-32: A resolution of the City Council of the City of Central, Colorado approving extensions of Professional Services Agreements.
CDD Rear reviewed the renewal of the contracts for 2018 for the three firms providing important services for the City related to Building Inspection, GIS and IT Support. Two of the three firms (DDS & CBS) started working for the City in 2016 and they have performed satisfactory and staff recommends continuing these contracts into 2018.

The total cost for all three firms is $48,380 for 2017.
  - Colorado Code Consulting, LLC – No cost, services billed and paid for as part the building permit fees collected.
  - Digital Data Services, Inc. - $20,000 [Not to Exceed]
  - Complete Business Systems, Inc. - $28,380

These costs are included in the adopted 2018 City budget under the following departments and account descriptions:
  Building – Community Development – Professional Services - Building Permits –
  GIS – Community Development – Professional Services - Other Professional SVCS/GIS
  IT – Finance/Human Resources – Professional Services – IT Services & Support

Alderman Laratta moved to approve Resolution No. 17-32: A resolution of the City Council of the City of Central, Colorado approving extensions of Professional Services Agreements. Alderman Bell seconded, and without discussion, the motion carried unanimously.

Resolution No. 17-33: A resolution of the City Council of the City of Central, Colorado approving an extension of the Services Agreement with One Way, Inc. for residential trash disposal services.
Public Works Director Hoover explained that the one-year contract with One Way Inc. to provide residential trash collection and recycling services will expire on December 31, 2017. The new contract includes the weekly collection of up to 128 gallons per household of trash at the current not to exceed amount of $66,000.00/$5,500.00 per month for residential trash disposal services which is a $500 per month increase over last year, and authorizes the City Manager to execute a written amendment to the Prior Agreement reflecting the removal of recycling for calendar year 2018. The budgeted amount for residential trash service is $66,000 for the year. Discontinuing the curbside recycling program will save the City $24,000 per year. Residents can arrange with One Way to pick up recycling for a monthly fee of $6.00 at residents expense or take Gilpin County Transfer Station takes recycling for free.

One Way, Inc. has provided this service for the last seven years. Staff receives very few trash related complaints and is overall pleased with the service One Way, Inc. has provided.

Alderman Laratta moved to approve Resolution No. 17-33: A resolution of the City Council of the City of Central, Colorado approving an extension of the Services Agreement with One Way,
Inc. for residential trash disposal services. Mayor pro tem Voorhies seconded, and without discussion, the motion carried unanimously.

**Resolution No. 17-34:** *A resolution of the City Council of the City of Central, Colorado updating and amending the City of Central Water Rate Schedule and Comprehensive Fee Schedule.*

Manager Miera reviewed the background as follows: on December 20, 2016 the City Council adopted Ordinance No. 16-06, which adopted revised water fees, rates and charges for water services. Pursuant to Ordinance No. 16-06, the fees, rates and charges shall be adjusted for inflation on January 1, 2018 and on January 1 of each year thereafter based on the annual percentage increase in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (“CPI”) for Denver-Boulder-Greeley, as measured from the first half of 2016 to the first half of 2017 and each successive 12-month period thereafter. If the CPI indicates a zero or negative adjustment, the water fees, rates and charges shall not be adjusted but shall remain fixed at the rates applicable in the immediately preceding calendar year. The applicable CPI adjustment for water fees, rates and charges for the period beginning January 1, 2018 required a three and one-tenth percent (3.1%) increase; those increased rates are shown in both Exhibits 1 and 2 of Resolution No. 17-34.

Although the City will realize additional revenue from the adoption of these revised fees, the City is also expected to encounter increased costs in water utility operations according to the CPI data. These adjusted fees are designed to recover expected costs, and are not to be considered as means of simply increasing revenue. These rate changes have already been included in the revenue projections within the Water Fund of the FY 2018 Annual Budget. These rates will become effective as of January 1, 2018; accordingly, the new rates will be reflected in upcoming water billings, beginning with the February 2018 billing.

Alderman Laratta questioned the increase for the CIP and Service Line Fee. Manager Miera explained that any work contracted to be done from those fees are subject to contractor increases as well.

Alderman Laratta moved to approve Resolution No. 17-34: *A resolution of the City Council of the City of Central, Colorado updating and amending the City of Central Water Rate Schedule and Comprehensive Fee Schedule.* Mayor pro tem Voorhies seconded, and without discussion, the motion carried 4 votes to 1 with Alderman Bell voting no.

**Resolution No. 17-35:** *A resolution of the City Council of the City of Central, Colorado amending the plan for the full repayment of the loan from the General Fund to the Water Enterprise Fund.*

Manager Miera explained that the amended Plan corrects the beginning 2016 / 2017 outstanding balance figures in the schedule and adjusts payment amounts in order to accelerate the payoff of the Water Enterprise Fund’s loan obligation to the General Fund.

The City loaned funds over a number of years from the General Fund to the Water Enterprise Fund (“Water Fund”) for operational and capital expenses. In 2016, prior to adopting the initial repayment plan, the outstanding balance on the loan was $1,089,205. After the first payment on
the loan of $70,000 was made in FY 2017, the balance going into FY 2018 is $1,019,205. The Repayment Plan includes transfers and payments between the two Funds; however, the transactions are designed to safeguard and maintain the Water Fund’s enterprise status. This proposed amendment maintains the same design elements of the existing plan, but now serves to accelerate the pay-back period by increasing the annual payment amount (as currently reflected in the adopted FY 2018 Budget). The Repayment Plan will be subject to change (as necessary), and will continue to be subject to annual appropriation.

The Plan anticipates continued annual transfers ("grants") of $60,000 from the General Fund to the Water Fund; however, the annual loan payment from the Water Fund to the General Fund increases from $70,000 to $100,000 (with the final payment being $119,205). This increase in the related line-item expenditure within the Water Fund reduces the annual loan balance by the same amount. With the balance of the loan decreasing by $100,000/year (beginning in FY 2018) instead of $70,000/year, the loan will be paid off in FY 2027, as opposed to FY 2036 (a total repayment schedule of 11 years vs. 20 years).

Approval of the revised repayment plan will not require a budget adjustment, as the necessary figures have already been allocated within the FY 2018 Annual Budget. This resolution simply memorializes the revised repayment schedule for future years, and begins to align the same with the approved budget figures for FY 2018.

Alderman Laratta moved to approve Resolution No. 17-35: A resolution of the City Council of the City of Central, Colorado amending the plan for the full repayment of the loan from the General Fund to the Water Enterprise Fund. Alderman Bell seconded, and without discussion, the motion carried unanimously.

Resolution No. 17-36: A resolution of the City Council of the City of Central, Colorado repealing and replacing Resolution No. 16-09 and adopting a City Billboard Annual Leasing Policy along the Central City Parkway.
Manager Miera provided the background: in 2016, the City Council established a biennial (every two-years) Billboard leasing policy for the six (6) existing Central City Parkway Billboards. During the billboard selection on December 6, 2017, those participating requested the lease terms be changed from biennial to annual. Additionally, staff is requesting the lease rate be indexed to the Consumer Price Index (CPI) for Denver-Boulder-Greeley versus the national CPI as is currently the case.

- The City approved the installation of six (6) billboards along the Central City Parkway in 2004.
- The City owns all the billboards and can restrict the content displayed.
- Five (5) of the six (6) billboards were granted to Fortune Valley (Reserve) for their exclusive use or to sublease advertising space, all of which was granted to off-set the initial cost of installation borne by that entity, and was scheduled to end in 2015.
- The City owns the billboards and is free to determine how best to use them.
- There are a total of six (6) billboards along the Parkway, which provide a total of ten (10) sign faces. One sign face, the 6th billboard (in-bound) is held by the City
for its own purposes, as well as to support local non-profits; no lease payments are charged or collected for this sign face.

- The current lease fee was established in 2016 and is set to automatically adjust based on the National Consumer Price Index, which establishes the current price at $578.46 per month ($6,941.52 annually).
- Total estimated revenue from the leasing of nine (9) billboard faces will yield $62,473.68 in FY 2018.

The Billboard Policy is summarized as follows:

1. The use of the billboards should be available to any business or entity lawfully operating within the City of Central limits whose success will be shared by the City either directly or indirectly.
2. The cost of the lease should be reasonable and not put an unreasonable financial burden on the business community, and should be adjusted for inflation.
3. Local non-profits and the City should have a way of promoting local activities and events without competing against local business directly for the use of billboard space.
4. The lessee selection method will be fair to those local businesses interested in leasing billboard space.
5. The business who receives the lease is the sole user of the space, and cannot sublease the billboard space.
6. The funds generated from the Billboard Lease Program will be used primarily to fund or assist in funding marketing efforts of the City.
7. Only those without any outstanding billboard lease payments may participate in future leases.

Staff is recommending the City Council approve the term change to reflect annual billboard leases, and tie future lease rates to the Consumer Price Index (CPI) for Denver-Boulder-Greeley. And, continuing to allow the City Manager to create and/or adopt terms and procedures consistent with the General Policy, including but not limited to waivers of any provisions deemed to be in the best interest of the City.

Mayor pro tem Voorhies moved to approve Resolution No. 17-36: A resolution of the City Council of the City of Central, Colorado repealing and replacing Resolution No. 16-09 and adopting a City Billboard Annual Leasing Policy along the Central City Parkway. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Resolution No. 17-37: A resolution of the City Council of the City of Central, Colorado approving a lease for a portion of the Apex Emergency Services Building.
Manager Miera explained that staff has had discussions with the County to lease a portion of the Apex Emergency Services Building from Gilpin County, specifically: (1) the two east bays of the building, located at 495 Apex Road, Black Hawk, Colorado 80422 to facilitate the storage of two Central City fire trucks; and (2) spaces in the east parking lot of such building for the placement of a storage container for 6 months while the bubble building is constructed.

Mayor pro tem Voorhies moved to approve Resolution No. 17-37: A resolution of the City Council of the City of Central, Colorado approving a lease for a portion of the Apex Emergency
Services Building. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

REPORTS
CDD Rears reviewed the tax credit information on his staff report.

COUNCIL COMMENTS – None

PUBLIC FORUM/AUDIENCE PARTICIPATION
Jeremy Fey, 202 W 6th High, announced he received agreements to market and manage three homes owned by the CCOHA with the income to go back into maintenance of the homes. The Opera has also agreed to allow use of the Opera House for special entertainment events outside the Opera season.

At 8:22 p.m., Mayor Heider adjourned the meeting.
The next Council meeting is scheduled for January 16, 2018 at 7:00 p.m.

Kathryn A. Heider, Mayor  Reba Bechtel, City Clerk
December 23, 2017

Mayor and City Councilmen
City of Central, Colorado
PO Box 249
Central City, CO 80427

Dear Mayor and City Councilmen,

As the Publisher & Managing Editor of the Weekly Register-Call, I would respectfully request our publication to be considered for appointment as the Newspaper of Record for the upcoming year, 2018. Our USPS Periodical Permit number is 0278-5839. The rates for notices paid with public monies (tax dollars) were set by the state legislature in 1993. Following are the rates being submitted:

**Legal notices paid with public monies**: These include legal notices pertaining to elections of all types, ordinances, public bills and salaries, construction bids, budget hearings, and bond issues.

- Legal notices published in 10 point type in a 2” column width:
  - .44 per line – first publication
  - .44 per line – subsequent publications

**Legal notices paid with private monies**: These include delinquent tax lists of real and personal property, annexation elections, public hearings for zoning and liquor licenses, property sales and purchases including public trustee and sheriff’s sales, foreclosures and applications for issuance of treasurer’s deeds;

- Legal notices published in 10 point type in a 2” column width:
  - .95 per line – first publication
  - .75 per line – subsequent publications

In addition, we publish all legal notices online at www.publicnoticecolorado.com at no additional cost since January 2015.

The deadline for submitting legal and public notices are on Mondays at 6 pm for publication the following Thursday. To help ensure quality control and accuracy, legal notices should be submitted via email to aaron.storms@weeklyregistercall.com.

We look forward to working with you in the upcoming year!

Thanks, Aaron

/s/ Aaron Storms

Aaron Storms
Publisher & Managing Editor
Weekly Register-Call
PO Box 93
Black Hawk, CO 80422
303-582-0133
aaron.storms@weeklyregistercall.com
December 4, 2017

To the Mayor and City Council, City of Central, Colorado:

I hereby submit this request to be considered as a candidate for alternate on the Historic Preservation Commission.

I am a resident of Central City on 5th High Street as well as a long time frequent visitor.

Being a Colorado native and twenty year resident of Boulder, I enjoy the rich history of the many existing/non-existing mining towns here in Colorado.

I presently have mining interests in the Nevadaville area that I plan to begin actively working this year.

The background that supports my candidate request comes from a variety of experiences and skills in both land surveying and construction and restoration of historic properties.

The changes in the last 25 years in Black Hawk affirmed my interest in preserving what could be and/or needed to be preserved in the Central City area.

My hope is to be able to utilize my skills and experiences to help this city to be a vibrant community once again, moving forward and growing into the future.

I thank you in advance for taking a look at me and considering my request.

Thank you all.

Timothy J Casey
HPC Alternate

I Jeremy Fey, 202 W 6th High St, would like to officially announce my candidacy for alternate committee member of the Historical Preservation Committee. I believe my engagement in all things Central City over the past year shows my passion for this city. I have been coming to Central City since I was a youth in the early 70’s, and it is important to me to help keep the historical character and charm in tact.

Thank you,

Jeremy Fey
Dear City of Central,

My name is Ernie Van Deuchen and I have been a resident of Central City for seven years. Having been a history major in college, I have always held a special place in my heart for the American West. So taken that, at one time, I owed and restored four historic houses and a cabin in Denver and the surrounding foothills. Central City was a perfect fit! The passionate aspirations of the HPC to both preserve and protect this magical haven is a team I would find it a pleasure to be a member of.

Sincerely.

E. Van Deuchen
December 4, 2017

To the Mayor and City Council, City of Central, Colorado:

I hereby submit this request to be considered as a candidate for alternate on the Planning Commission.

I am a resident of Central City on 5th High Street and with my background in land surveying and construction, I look forward to the opportunity to review any applications that may come before the Planning Commission for development or any other zoning or land use issues or changes.

Thank you all.

Timothy J Casey
Planning Commission Alternate

I, Jeremy Fey, 202 W 6th High St, would like to officially announce my candidacy for alternate committee member of the Planning Commission. I believe my engagement in all things Central City over the past year shows my passion for this city. I have been coming to Central City since I was a youth in the early 70’s, and it is important to me to see this beautiful city grow into her potential. As an alternate, I look forward to learning from current members and adding a new perspective when and where appropriate.

Thank you,

Jeremy Fey
January 11, 2018

Dear Mayor and Council,

Please accept this letter of interest to serve on the Central City Planning Commission. I am applying to the commission as a community member and business owner who feels strongly about our community and would like this opportunity to give back with further involvement in zoning changes and development.

My family and I have resided in Central City since January 2012. I previously held a position with the Main Street Steering Committee, 2015 Traffic Flow Study as well as running for City Council. While my background is not in planning, I hope that I can bring my knowledge of the city, experience as a business owner and my financial background to help create a balanced commission.

Thank you for the opportunity to apply for this role.

I can be reached via email Kara Tinucci kitkatlv@hotmail.com or cellphone 303-314-0370 and home 303-331-8772.

Thanks,

Kara Tinucci
SkYe Cottage B&B
Central City CO 80427
AGENDA ITEM # 10

CITY COUNCIL COMMUNICATION FORM

FROM: Reba Bechtel, City Clerk

DATE: January 16, 2018

ITEM: Resolution No. 18-01: A resolution designating the public place for posting of notice of regular and special meetings of local public bodies of the City.

NEXT STEP: Council Motion

___ ORDINANCE  
___ X MOTION  
___ INFORMATION

I. REQUEST OR ISSUE: The proposed resolution in an annual event for posting places as required by Section 24-6-402(2)(c) C.R.S.

II. RECOMMENDED ACTION / NEXT STEP: Approve Resolution 18-01.

III. FISCAL IMPACTS: N/A

IV. BACKGROUND INFORMATION: This resolution is proposed with no changes from last year.

V. LEGAL ISSUES: None

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None

VII. SUMMARY AND ALTERNATIVES:
Council may take one of the following actions:
1. Move to approve.
2. Amend the Resolution
3. Move to deny.
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 18-01

A RESOLUTION DESIGNATING THE PUBLIC PLACES FOR POSTING OF NOTICES OF REGULAR AND SPECIAL MEETINGS OF LOCAL PUBLIC BODIES OF THE CITY

WHEREAS, the City Council of the City of Central annually posts the locations of meeting notices of its local bodies;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Central, Colorado as follows:

Section 1. Notices of regular and special meetings of the local public bodies of the City of Central, listed below, and of all committees thereof, shall be posted in the public places; at City Hall, 141 Nevada Street, Central City, Colorado and at Central City Post Office, 149 Gregory Street, Central City, Colorado.

City Council
Local Liquor Licensing Authority
Central City Retail Marijuana Store Licensing Authority
Planning Commission
Historic Preservation Commission

Section 2. This Resolution is intended to be and constitutes the designation of public places for posting of notice of meetings required by Section 24-6-402(2)(c) C.R.S.

ADOPTED AND APPROVED this 16th day of January, 2018.

CITY OF CENTRAL, COLORADO

By:________________________________
Kathryn A. Heider, Mayor

ATTEST:
By:________________________________
Reba Bechtel, City Clerk

APPROVED AS TO FORM:
By:________________________________
Marcus McAskin, City Attorney
AGENDA ITEM # 11

CITY COUNCIL COMMUNICATION FORM

FROM: Daniel R. Miera, City Manager

DATE: January 16, 2018

ITEM: Resolution No. 18-02: A RESOLUTION APPOINTING THE MUNICIPAL JUDGE AND SETTING THE TERM AND COMPENSATION FOR SERVICE

___ ORDINANCE
X ___ MOTION
___ INFORMATION

I. REQUEST OR ISSUE:
Approval of extension for the appointment of David R. Gloss as the Central City Municipal Judge effective February 1, 2018 to expire on January 31, 2020 with eligibility for renewal of additional 2 year terms.

II. RECOMMENDED ACTION / NEXT STEP:
Staff recommendation is a Council motion to approve the attached resolution.

III. FISCAL IMPACTS:
Compensation is the same as previous. The total fiscal impact is $8,400 annually at $700/month.

IV. BACKGROUND INFORMATION:
By unanimous vote, the Council appointed Judge Gloss at the June 5, 2012 meeting through January 31, 2014, renewed through January 31, 2016 and then renewed through January 31, 2018.

V. LEGAL ISSUES:
None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:
None.

VII. SUMMARY AND ALTERNATIVES:
Council may take one of the following actions:
1. Approve the resolution as requested.
2. Deny the resolution as written.
3. Direct staff to pursue an alternative approach.
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 18-02

A RESOLUTION APPOINTING THE MUNICIPAL JUDGE AND SETTING THE TERM AND COMPENSATION FOR SERVICE

WHEREAS, the City is authorized by Section 13-10-105, C.R.S. and Section 8.2 of the Home Rule Charter to appoint a Municipal Judge to preside over the City of Central Municipal Court; and

WHEREAS, by unanimous vote of the City Council on June 5, 2012, the City Council appointed David R. Gloss as the Municipal Judge to preside over the Municipal Court; and

WHEREAS, the initial term of appointment was June 5, 2012 through January 31, 2014 and then renewed through January 31, 2016 and then renewed through January 31, 2018 with eligibility for renewal of additional two (2) year terms thereafter.

WHEREAS, the City Council would like to extend the appointment through January 31, 2020.

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

Section 1. Appointment. The City Council hereby extends the appointment for David R. Gloss as the Central City Municipal Judge effective February 1, 2018. Compensation shall be fixed at Seven Hundred Dollars ($700.00) per month.

Section 2. Term. The term of appointment shall expire on January 31, 2020; thereafter the term of appointment shall be two (2) years.

Section 3. Removal. In accordance with Section 13-10-105(1)(c), C.R.S., and Section 8.2(c) of the Home Rule Charter, removal of the Municipal Judge is only permitted for “cause” as defined in state statute.

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

ADOPTED THIS 16th DAY OF JANUARY, 2018.

CITY OF CENTRAL, COLORADO

By: ________________________________
    Kathryn A. Heider, Mayor

ATTEST:

By: ________________________________
    Reba Bechtel, City Clerk
AGENDA ITEM # 12

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Heider and Members of City Council

FROM: Gary Allen, Fire Chief

DATE: January 11, 2018 (Meeting Date January 16, 2018)

ITEM: Resolution No. 18-03

___ ORDINANCE
X  MOTION / RESOLUTION
___ INFORMATION

I. REQUEST OR ISSUE: Resolution 18-03 ("Resolution") approves a purchase agreement ("Purchase Agreement") with Front Range Fire Apparatus, Limited and Pierce Manufacturing ("FRFA/Pierce") for the manufacture and purchase of a 2018 Peterbilt 4x4 2000-Gallon Tactical Tender fire apparatus ("Fire Truck").

II. BACKGROUND: The Fire Department issued a request for proposals for a 4x4 Tactical Tender ("RFP") in September 2017. The proposal from FRFA/Pierce was the successful proposal based on the criteria in the RFP, and the City entered into negotiations with FRFA/Pierce to come to an agreement.

The Fire Department has need of the Fire Truck in order to update a 39-year-old, 800-gallon Tactical Tender vehicle already in the City's fleet because the smaller-capacity vehicle cannot bring an adequate amount of water to a fire incident. The Fire Department's average fleet age is 32 years old. The new Fire Truck will be larger-capacity to allow the City's firefighters to take a sufficient amount of water to incidents will comply with current standards set forth by the National Fire Protection Association, and will allow the Fire Department to reduce down-time and maintenance costs.

The total cost of the Fire Truck is Four Hundred Seventeen Thousand Four Hundred
Thirty-Nine Dollars and No Cents ($417,439.00).

A large portion of the funding for the Fire Truck will come from a federal grant, awarded to the Central City Fire Department through the Federal Emergency Management Agency/Department of Homeland Security Assistance to Firefighters Grant Program for fiscal year 2016 ("AFG"). The total grant award is Two Hundred Eighty-Seven Thousand One Hundred Forty-Three Dollars and No Cents ($287,143.00). If the purchase is not completed, the AFG funds will have to be returned, and the City will have to choose whether to pay the entire Fire Truck cost with City funds or terminate the Purchase Agreement.

The City has already budgeted the amount required for the portion of the Fire Truck cost not covered by AFG funds, which totals One Hundred Thirty Thousand Two Hundred Ninety-Six Dollars and No Cents ($130,296.00) for 2018.

III. RECOMMENDED ACTION / NEXT STEP: Approve Resolution No. 18-03.

IV. FISCAL IMPACTS: Costs associated with the City's portion of the purchase of the Fire Truck have been appropriated in the City's approved 2018 budget, as stated above. The remainder of the cost for the Fire Truck will be covered through the AFG funds.

V. LEGAL ISSUES: None.

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. 18-03, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING A PURCHASE AGREEMENT FOR FIRE DEPARTMENT TACTICAL TENDER WITH FRONT RANGE FIRE APPARATUS, LIMITED, A COLORADO CORPORATION."
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 18-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO APPROVING PURCHASE AGREEMENT FOR FIRE DEPARTMENT
TACTICAL TENDER WITH FRONT RANGE FIRE APPARATUS, LIMITED, A
COLORADO CORPORATION

WHEREAS, on or about September 20, 2017 the City of Central acting by and through
the Central City Fire Department ("City") solicited proposals for manufacture and delivery of a
4x4 Tactical Tender (complete with a 2,000 gallon tank, Waterous 750 GPM pump with Pump
and Roll capabilities, on a Kenworth T370 or Peterbilt 348 chassis and including other
specifications) (the "RFP"); and

WHEREAS, the City Council, after full consideration of the proposals submitted in
response to the RFP, and the recommendation of the City’s Fire Chief, finds that Front Range
Fire Apparatus, Limited, a Colorado corporation ("Front Range Fire") submitted the responsible
and responsive proposal; and

WHEREAS, the City desires to enter into a written purchase agreement with Front Range
Fire ("Purchase Agreement") to retain Front Range Fire to secure the Tactical Tender described
with particularity in the Purchase Agreement which will be manufactured by Pierce
Manufacturing, Inc., a Wisconsin corporation; and

WHEREAS, the total purchase price for the Tactical Tender, as set forth in the Purchase
Agreement, is Four Hundred Seventeen Thousand Four Hundred and Thirty-Nine Dollars
($417,439.00) ("Purchase Price"); and

WHEREAS, a portion of the Purchase Price will be funded through a 2016 Assistance to
Firefighters Grant (Award No. EMW-2016-FV-00457) (the "Federal Grant"); and

WHEREAS, City Council desires to authorize the City Manager to execute the Purchase
Agreement and take all steps necessary to process the Federal Grant and apply funds from the
Federal Grant to the purchase and acquisition of the Tactical Tender.

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

Section 1. The foregoing recitals are incorporated into this Resolution.

Section 2. The City Council approves of the award of the RFP for a Tactical Tender
to Front Range Fire/Pierce Manufacturing, according to the bid proposal already submitted and
with the specifications set forth and included in the RFP and the Purchase Agreement.
Section 3. City Council hereby: (a) approves the Purchase Agreement for the Purchase Price, being Four Hundred Seventeen Thousand Four Hundred and Thirty Nine Dollars ($417,439.00); (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 Purchase Agreement as may be appropriate that do not substantially increase the obligations of the City; and (c) authorizes the City Manager to execute the Purchase Agreement on behalf of the City.

Section 4. City Council hereby delegates all necessary authority to the City Manager (or his designee) to accept and process the Federal Grant and apply funds from the Federal Grant to the purchase and acquisition of the Tactical Tender described with particularity in the Purchase Agreement.

Section 5. Effective Date. This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 16th DAY OF JANUARY, 2018.

CITY OF CENTRAL, COLORADO

By: ________________________________
    Kathryn A. Heider, Mayor

ATTEST:

By: ________________________________
    Reba Bechtel, City Clerk

APPROVED TO FORM:

By: ________________________________
    Marcus McAskin, City Attorney
PURCHASE AGREEMENT

PRODUCT/SERVICES NAME: FIRE APPARATUS MANUFACTURE AND PURCHASE

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into this ___ day of January 2018 ("Effective Date"), by and between the CITY OF CENTRAL CITY, a Colorado home rule municipal corporation (the "City"), and FRONT RANGE FIRE APPARATUS, LIMITED, a Colorado corporation, whose business address is 7600 Miller Court, Frederick West Business Park, Frederick, CO 80530 (the "Company"). The City and the Company may be collectively referred to as the "Parties" and each individually as "Party".

RECITALS AND REPRESENTATIONS:

WHEREAS, the City of Central Fire Department, historically known as the Central City Volunteer Fire Department ("Fire Department"), issued a Request for Proposals for a 4X4 Tactical Tender (the "RFP") on or about September 20, 2017 to solicit bids for the manufacture of a fire apparatus for the Fire Department (the "Product"); and

WHEREAS, the City, on behalf of the Fire Department, desires to retain the Company to secure the Product according to the specifications (the "Specifications") described with particularity in Exhibit A and deliver the Product to the City (the "Services"); and

WHEREAS, the Parties acknowledge and agree that the Product will be manufactured by Pierce Manufacturing Inc., a Wisconsin corporation ("Manufacturer"); and

WHEREAS, the Company represents that the Company has the skill, ability, and expertise to perform the Services described in this Agreement; and

WHEREAS, the Company submitted a bid to the City to secure the Product according to the Specifications; and

WHEREAS, the City desires to engage the Company to provide the Services and Product described in this Agreement subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Central City Purchase Agreement
Product/Services Name: Fire Apparatus Manufacture and Purchase
1. **TERM.** This Agreement shall become effective upon the date of mutual execution of the Parties (“Effective Date”) and shall terminate upon acceptance of the Product by the City and payment in full for the Product by the City.

2. **PAYMENT.** The City agrees to pay the Company a total of Four Hundred Seventeen Thousand Four Hundred Thirty-Nine Dollars and No Cents ($417,439.00) in consideration for the Services (the “Purchase Price”). The City shall pay the total Purchase Price in two installments pursuant to subsections A and B below.

   A. **First Installment.** The City shall pay the Company the first installment of One Hundred Thirty Thousand Two Hundred Ninety-Six Dollars and No Cents ($130,296.00) (the “First Installment”) by January 31, 2018. The City has appropriated funds for the First Installment for 2018.

   B. **Second Installment.** The City shall pay the Company the second installment of Two Hundred Eighty-Seven Thousand One Hundred Forty-Three Dollars and No Cents ($287,143.00) (the “Second Installment”) within fifteen (15) calendar days after the date the City receives, inspects, and accepts the Product (the “Acceptance Date”).

3. **FEDERAL FUNDS.** The City will use federal funds awarded to the City of Central Fire Department through the Fiscal Year 2016 Assistance to Firefighters Grant Programs (Award No. EMW-2016-FV-00457) (the “Federal Grant”) to pay a portion of the Purchase Price. The total amount of the Federal Grant awarded to the City for the acquisition of the Product is equal to the amount of the Second Installment, and the City shall pay the Second Installment using the Federal Grant. The City and this Agreement are therefore subject to the requirements outlined in the Award Package for Award No. EMW-2016-FV-00457 (the “Award Package”), which is attached hereto as Exhibit B and incorporated herein by this reference. This Agreement is also subject to all applicable requirements outlined in the Department of Homeland Security Notice of Funding Opportunity for FY 2016 Assistance for Firefighters Grants (the “NOFO”) [NOFO DHS-16-GPD-044-000-99], a copy of which is available at: https://www.fema.gov/media-library-data/1472840920028-6ecc836fb21bf4152f3c06ee942564cb/FY16_AFG_NOFO_final_v3_09_01_2016.pdf The NOFO is incorporated into this Agreement by reference.

4. **DELIVERY, INSPECTION, AND ACCEPTANCE.** Delivery of the Product is scheduled to be within seven (7) to eight (8) months of the Effective Date of this Agreement. The Company shall deliver the Product to 7600 Miller Court, Frederick West Business Park, Frederick, CO 80530 (the “Point of Delivery”). The Company shall notify the City of the date on which the Product shall be delivered to the Point of Delivery (the “Delivery Date”) and shall provide the City with notification of the Delivery Date at least seven (7) calendar days prior to the Delivery Date. The City and
Company shall coordinate to arrange a date and time for the City’s Representative to pick up the Product from the Point of Delivery (the “Pick Up Date”). The City shall have fifteen (15) calendar days from the Pick Up Date to inspect the Product for conformance with the Specifications. The City shall notify the Company in writing of its acceptance of the Product when the City has inspected the Product and found that the Product conforms to the Specifications (the “Notice of Acceptance”). If the Product does not conform to the Specifications, the City shall notify the Company of such nonconformance in writing (“Notice of Defect”) within fifteen (15) calendar days of the Pick Up Date. If the Product does not conform to the Specifications, the Company shall remedy the nonconformance within thirty (30) calendar days from the date of the Notice of Defect. Upon written notice from the Company that the Company has remedied any nonconformance with the Specifications (the “Notice of Remedy”), the City shall have an additional fifteen (15) days from the date of the Notice of Remedy to inspect the Product and notify the Company of any nonconformance with the Specifications. The City shall not accept the Product if it does not conform to the Specifications, pursuant to the terms set forth in Exhibit B.

5. **CITY’S TAX-EXEMPT STATUS.** The City is exempt from taxation pursuant to Article X of the Colorado constitution and § 39-26-704(1), C.R.S., and is the holder of a Tax-Exempt Status Certificate issued by the Colorado Department of Revenue. The City is therefore exempt from any taxes related to its purchase of the Product.

6. **INDEPENDENT CONTRACTOR:** The Company shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Company or the Company’s employees, sub-contractors, sub-consultants, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers’ compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

7. **INDEMNIFICATION:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Company or any other person or entity whatsoever. The Company shall defend, indemnify and hold harmless the City, its elected officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, in any way resulting from or arising from this Agreement; provided, however, that the Company need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the negligence of City’s elected officials, officers, directors, agents, and employees. Company’s defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the Company to defend in litigation, indemnify or insure the City against liability arising out of the
death or bodily injury to person or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.

8. PERFORMANCE BOND – ONE YEAR: Company shall furnish a Performance and Payment Bond ("Bond") in substantially the form attached hereto as Exhibit C equal to one hundred percent (100%) of the First Installment within fifteen (15) business days of the Effective Date. Such Bond will be in a form acceptable to the City and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. The City shall pay the Company Three Hundred Fifty-One Dollars and Eighty Cents ($351.80), in addition to the Purchase Price, for the Bond. The Parties acknowledge and agree that the NOFO does not require issuance of the Bond, but strongly recommends the same in order to ensure that the City's funds (the First Installment) are not lost in the event of Company's or Manufacturer's failure to perform.

9. RISK OF LOSS. The City shall bear the risk of loss or damage to the product caused by negligence of the City beginning on the Pick Up Date. The City shall bear all risks of loss of and damage to the Product from any cause upon the date of the Notice of Acceptance. The City's responsibility for loss or damage to the Product prior to the date of the Notice of Acceptance hereby expressly excludes liability due to action or inaction by the Company or any cause that is no fault of the City.

10. RECORDS AND OWNERSHIP OF DOCUMENTS

A. Retention and Open Records Act Compliance. All records of the Company related to this Agreement, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the City's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the City offices or accessible and opened for public inspection in accordance with CORA and City policies. Public records requests for such records shall be processed in accordance with City policies. The Company agrees to allow access by the City and the public to all public records. The Company's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. For purposes of CORA, the City Clerk is the custodian of all public records produced or created as a result of this Agreement. Nothing contained herein shall limit the Company's right to defend against disclosure of records alleged to be public.

B. City's Right of Inspection. The City shall have the right to request that the Company provide to the City a list of all records of the Company related to this Agreement and the Services and Product provided hereunder that are retained by the Company in accordance with this Section 10 and the storage location and method. The Company agrees to allow inspection at reasonable times by the City.
of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by Company pursuant to this Agreement shall become property of the City of Central upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and Proprietary Information used or provided by the Company to the City not specifically created and delivered pursuant to this Agreement may be protected by a copyright held by the Company. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or City contractors; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-203, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Company waives any right to prevent its name from being used in connection with this Agreement or the Services provided hereunder.

D. Return of Records to City. At the City’s request, upon expiration or termination of this Agreement, all records of the Company related to the provision of Services and the Product hereunder, including public records as defined in the Colorado Open Records Act (“CORA”), and records produced or maintained in accordance with this Agreement, are to be returned to the City in a reasonable format and with an index as determined and requested by the City.

11. DEFAULT. If the Company fails to comply with any of the material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the City, or materially fails to comply with any duties imposed on the Company by state or federal law, within seven (7) days after delivery of written notice by the City specifying the non-compliance and indicating the intention of the City to terminate the Agreement by reason thereof (the “Notice of Default”), the City may terminate this Agreement. Under the terms of this Agreement, non-delivery of the Product and non-conformance of the Product to the Specifications shall expressly be considered events of default.

12. TERMINATION. Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 12, a “reasonable time” shall be not less than five (5) business days. In the event of a failure to timely cure non-performance and upon the date of the resulting termination for non-performance, the Company shall prepare a final accounting and final invoice of charges for all performed but unpaid Services. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the effective date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the
Company shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this Section 12, nothing in this Section 12 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

13. PENALTIES. Upon non-delivery of the Product by the Delivery Date, or other default by the Company, the City shall impose a penalty of no less than One Hundred Dollars and No Cents ($100.00) per day beginning on the date of the Notice of Default until such time that the Product, compliant with the terms of this Agreement, has been accepted by the City or until the Company has cured other such default.

14. FORCE MAJEURE. Neither the Company nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

15. ATTORNEYS’ FEES. Should it become necessary for the City to employ an attorney to enforce any of the conditions or covenants hereof, the Company agrees to pay all expenses so incurred, including a reasonable attorneys’ fee. For any other dispute arising under this Agreement, the prevailing party shall be entitled to an award of its reasonable costs including but not limited to reasonable attorneys’ fees.

16. GOVERNING LAW AND VENUE. This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Colorado. Any claims arising out of this Agreement shall be brought in Gilpin County District Court.

17. TABOR. The Parties understand and agree that the City is subject to Article X, Section 20 of the Colorado Constitution (“TABOR”) and the Parties do not intend to violate the terms of this constitutional provision by the execution of this Agreement and this Agreement does not in any way constitute a multiple fiscal year obligation of the City.

18. GOVERNMENTAL IMMUNITY. Nothing in this Agreement is intended to waive any protection afforded the City by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., or any other applicable law providing immunity to the City, its officials or employees.
19. COMPLIANCE WITH ALL LAWS AND REGULATIONS. All of the Services performed under this Agreement by the Company shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Company shall also comply with all applicable ordinances, regulations, and resolutions of the City and shall commit no trespass on any public or private property in the performance of any of the Services identified in this Agreement.

20. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

21. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.

22. NO THIRD-PARTY BENEFICIARIES. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Company, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

23. NONDISCRIMINATION. In connection with the performance of Services under this Agreement, the Company agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

24. ILLEGAL ALIENS. The Company shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Company shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Company certifies that it has verified, or attempted to verify, through participation in the Employment Eligibility Verification Program ("E-Verify")/Basic Pilot Program that the Company does not employ any illegal aliens. If the Company is not enrolled in E-Verify, the Company shall enroll in E-Verify within thirty (30) calendar days of the Effective Date of this Agreement. The Company is prohibited from using E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Company obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Company shall be required to notify the subcontractor and the City within three (3) days that the Company has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Company shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Company’s actual
knowledge. The Company shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Company is required to comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Company violates this provision, the City may terminate this Agreement, and the Company may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.

25. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the City or Company.

26. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

27. AGREEMENT CONTROLS. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

28. NON-WAIVER. No indulgence, waiver, election or non-election by City under this Agreement shall affect City’s duties and liabilities hereunder.

29. MODIFICATION. The Parties hereby agree that this document contains the entire agreement between the Parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the Parties hereto and in accordance with the applicable terms of Exhibit B.

30. NOTICE. Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows in this Section 30. The Company and the City shall each have the right from time to time to change the address to which notice is to be given under this Section 30.
If to City to:

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

With a copy to:

City of Central Fire Department
Attn: Gary Allen, Fire Chief
P.O. Box 175
Central City, CO 80427-1075

If to Company to:

Front Range Fire Apparatus, Limited
7600 Miller Court
Frederick West Business Park
Frederick, CO 80530

31. INCORPORATION OF EXHIBITS. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

32. AUTHORITY. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Central and the Company and bind their respective entities. The authorization of the City’s City Manager to execute this Agreement is subject to ratification by the City Council.

33. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.

SIGNATURE PAGE FOLLOWS
THIS AGREEMENT is executed and made effective as provided above.

CITY OF CENTRAL, COLORADO:

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM (Excluding Exhibits)

______________________________
City Attorney

FRONT RANGE FIRE APPARATUS, LIMITED, a Colorado corporation

By: ____________________________

Printed name: ____________________

Its: ____________________________

STATE OF )
COUNTY OF )ss.

The foregoing Purchase Agreement was acknowledged before me this ___ day of January, 2018, by ___ as ______________________ of Front Range Fire Apparatus, Limited, a Colorado corporation.

______________________________
Witness my hand and official seal.

My commission expires: __________

[SEAL]

Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))
AGENDA ITEM # 13

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Heider and Members of City Council

FROM: Marcus McAskin, City Attorney

DATE: January 11, 2018 (Meeting Date January 16, 2018)

ITEM: Resolution No. 18-04

___ ORDINANCE
X MOTION / RESOLUTION
___ INFORMATION

I. REQUEST OR ISSUE: Resolution 18-04 ("Resolution") delegates authority to the City Manager to execute certain agreements necessary to complete the Central City Membrane Building Project (the "Project"), including but not limited to:

   (a) Agreement with Sprung Instant Structures, Inc. ("Sprung") for the building materials; and
   (b) Construction Agreement with Reliant Construction Services, Inc. ("Reliant") for construction/erection of the membrane building.

II. BACKGROUND: The City issued a request for proposals (RFP) for the Project in October of 2017, and requested a "turnkey" project. Sprung and Reliant filed a joint response to the RFP, and the City desires to move forward with the construction of the Project.

The Resolution will permit the City Manager to execute agreements with Sprung and Reliant, together with other agreements that may be necessary to ensure that the Project will be completed in an expedited and accelerated manner. The Resolution requires that the City Manager provide status updates to City Council during the completion of the Project.
III. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution No. 18-04.

IV. **FISCAL IMPACTS:** Costs associated with the Project have been appropriated in the City's approved 2018 budget.

V. **LEGAL ISSUES:** None. Section 7.3(k) of the City's Home Rule Charter authorizes the City Manager to "provide for engineering, architectural, maintenance, and construction services required by the City." Section 7.3(l) of the Charter authorizes the City Manager to "perform such other duties as may be prescribed by this Charter . . . or required of the City Manager by the Mayor or council which are not inconsistent with this Charter." The City Council is authorized to delegate authority to the City Manager to execute Project-related agreements, including but not limited to agreements with both Sprung and Reliant, subject to the limitations on such delegation set forth in the Resolution.

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. 18-04, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, AUTHORIZING THE CITY MANAGER TO EXECUTE CERTAIN CONSULTANT CONTRACTS, CONSTRUCTION CONTRACTS, AND OTHER DOCUMENTS ON BEHALF OF THE CITY RELATED TO THE CENTRAL CITY MEMBRANE BUILDING PROJECT."
CITY OF CENTRAL, COLORADO  
RESOLUTION NO. 18-04  

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,  
COLORADO AUTHORIZING THE CITY MANAGER TO EXECUTE CERTAIN  
CONSULTANT CONTRACTS, CONSTRUCTION CONTRACTS, AND OTHER  
DOCUMENTS ON BEHALF OF THE CITY RELATED TO THE CENTRAL CITY  
MEMBRANE BUILDING PROJECT  

WHEREAS, the City of Central is a home rule municipality governed by a Charter that  
established a Mayor-Alderman-Manager form of government; and  

WHEREAS, the powers and duties of the City Manager are set forth in Section 7.3 of the  
Charter and Section 7.3(k) references the power to “provide for engineering, architectural,  
maintenance, and construction services required by the City”; and  

WHEREAS, Section 7.3(l) of the Charter authorizes the City Manager to “perform such  
other duties as may be prescribed by this Charter . . . or required of the City Manager by the  
Mayor or council which are not inconsistent with this Charter”; and  

WHEREAS, the City is planning to commence an important public project, the Central  
City Membrane Building Project (the “Project”) in calendar year 2018;  

WHEREAS, the Project will be located on portions of real property generally described  
as Firenzi MS 8609, Lincoln MS 13111 and Gladstone MS 8609 (collectively, the “Project  
Site”); and  

WHEREAS, the City issued a RFP for the Project on or about October 11, 2017; and  

WHEREAS, as set forth in the RFP, the City “is seeking qualified Contractors to bid [the  
Project] as a turnkey project, meaning all labor to install the structure will be provided by the  
Contractor”; and  

WHEREAS, Sprung Instant Structures, Inc., a Texas corporation, and Reliant  
Construction Services, Inc., a Colorado corporation submitted a joint response to the RFP; and  

WHEREAS, the timely and successful commencement and completion of the Project will  
require the execution of various consultant contracts, construction contracts, and other related  
documents, including but not limited to engineering and construction services agreements related  
to the Project Site (collectively, the “Project Agreements”); and  

WHEREAS, City Council currently anticipates that the Project Agreements will include,  
at a minimum, agreements with Sprung Instant Structures, Inc. and Reliant Construction  
Services, Inc., a Colorado corporation;
WHEREAS, City Council desires to expressly delegate authority to the City Manager to execute all Project Agreements required to ensure that the Project will be completed in an expedited and accelerated manner; and

WHEREAS, the City Council desires the City Manager to update the City Council on a periodic basis regarding the status of the Project; and

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

Section 1. The foregoing recitals are adopted and incorporated herein as findings of the City Council.

Section 2. The City Council authorizes the City Manager to execute all Project Agreements (as that term is defined in this Resolution) necessary or desirable to complete the Project within the applicable budget line item(s) for the Project, as set forth and identified in the City’s 2018 budget, as the same may be amended from time to time (the “Project Budget”), upon review and approval as to form by the City Attorney. If costs and expenses associated with completing the Project exceed the Project Budget, such that a supplemental appropriation is required to be approved by City Council following a public hearing thereon, the signature authority set forth in this Resolution shall be temporarily suspended until such time as the City Council has considered and approved the supplemental appropriation(s) approving the funding necessary to continue with or complete the Project.

Section 3. During the pendency of the Project, the City Manager shall provide periodic updates to City Council regarding the status of the Project.

Section 4. The City Council shall indemnify, hold harmless, and defend the City Manager in the exercise of the powers granted by this Resolution provided that such exercise is made in a reasonable and good faith reliance on the authority granted by this Resolution and such exercise is within the scope of the City Manager’s duties and authorities as set forth in the Charter.

Section 5. This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 16th DAY OF JANUARY, 2018.

CITY OF CENTRAL, COLORADO

By: ________________________________
    Kathryn A. Heider, Mayor
ATTEST:

By: ____________________________
    Reba Bechtel, City Clerk

APPROVED TO FORM:

By: ____________________________
    Marcus A. McAskin, City Attorney
AGENDA ITEM #14
CITY COUNCIL COMMUNICATION FORM

FROM:       Christiana McCormick, Assistant City Attorney
THROUGH:    Marcus McAskin, City Attorney
DATE:       January 11, 2018 (for January 16, 2018 regular meeting)
ITEM:       Ordinance 18-01 Approving Lease Purchase Agreement with Prime Capital, Inc.

X ORDINANCE
        MOTION
        INFORMATION

I.     REQUEST OR ISSUE: Ordinance No. 18-01 approves the lease purchase agreement with Prime Capital, Inc. (the "Lease Purchase Agreement"). Prime Capital, Inc. will be providing financing to the City sufficient to allow the City to complete the Central City Membrane Structure Project ("Project").

The Lease Purchase Agreement must be approved by ordinance. Section 5.8 of the City's Home Rule Charter requires that every act creating an indebtedness or authorizing the borrowing of money shall be by ordinance. In addition, C.R.S. § 31-15-801 also requires that long-term municipal lease agreements be approved by ordinance.

II. RECOMMENDED ACTION / NEXT STEP: Approve Ordinance No. 18-01 on first reading and schedule a public hearing and second reading of the Ordinance on a time and date certain.

Currently, it is anticipated that second reading of the Ordinance will occur on Tuesday, February 6, 2018.

III. FISCAL IMPACTS: The Lease-Purchase Agreement contemplates a 10-year repayment term. Details of the amortization schedule are currently being finalized by Prime Capital and the City, and the final amortization schedule will be presented to City Council at the
February 6th regular meeting. The preliminary amortization schedule is attached to this Communication Form as Attachment A.

IV. BACKGROUND INFORMATION: The Lease Purchase Agreement will finance the completion of the Project. Following completion of the Project, the new Membrane Building will be utilized by the Fire Department, the Public Works Department and other City departments.

The City issued RFP No. 2017-CCFD-1 ("RFP") for the design and installation of a stressed membrane structure. The RFP specifically requested that firms responding to the RFP demonstrate the ability to deliver a "turn-key" project to the City, including construction and installation of the structure. City staff reviewed the proposals submitted in response to the RFP and determined that the proposal submitted jointly by Sprung Instant Structures, Inc. ("Sprung") and Reliant Construction Services Inc ("Reliant") satisfies the criteria in the RFP and desires to award the Project to Sprung and Reliant. Sprung will provide the design documents and materials for the Project, and Reliant will construct the membrane structure. The total cost for the Project is currently estimated at Four Hundred and Fifty Thousand Dollars ($450,000.00), although the City is still negotiating final costs based on bid alternatives and other design and installation details.

Prime Capital, Inc. is willing to provide the financing for the Project through the Lease Purchase Agreement. As set forth above, the Lease Purchase Agreement contemplates a 10-year repayment term, with annual payments estimated at Fifty-Five Thousand One Hundred Twenty-Two Dollars and No Cents ($55,122.00).

The Ordinance sets forth that the Lease Purchase Agreement is on file with the City Clerk's Office. This office is currently in the process of finalizing the Lease Purchase Agreement with Prime Capital, Inc., and the final draft of the Lease Purchase Agreement will be distributed to City Council prior to second reading/public hearing on the Ordinance.

V. LEGAL ISSUES: None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: N/A

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

1. Adopt Ordinance No. 18-01 on first reading, as may or may not be amended;

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

3. Reject or deny the Ordinance.

RECOMMENDED MOTION: "I MOVE TO APPROVE ORDINANCE NO. 18-01, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING LEASE-PURCHASE AGREEMENT WITH PRIME CAPITAL, INC. ON FIRST
READING, AND FURTHER MOVE THAT SECOND READING AND PUBLIC HEARING ON
THE ORDINANCE BE SCHEDULED FOR TUESDAY, FEBRUARY 6, 2018, AT 7:00 PM TO BE
HELD IN THESE COUNCIL CHAMBERS."

Attachments:

- Ordinance 18-01 (for first reading)
- Preliminary amortization schedule (Attachment A)
# ATTACHMENT A – PRELIMINARY AMORTIZATION SCHEDULE

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| Grand Totals   | $551,220.00| $101,220.00| $450,000.00|
CITY OF CENTRAL, COLORADO
ORDINANCE 18-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING A LEASE PURCHASE AGREEMENT WITH PRIME CAPITAL, INC.

WHEREAS, the City of Central ("City" or "Lessee") is a home rule municipality with all powers granted by Article XX of the Colorado Constitution and the City’s Home Rule Charter; and

WHEREAS, the City Council, as the governing body of the City, has determined that a true and very real need exists for the acquisition of the Equipment defined and described in the Equipment Lease Purchase Agreement (the "Lease Purchase Agreement") with Prime Capital, Inc., an Illinois corporation ("Prime Capital"), a copy of which is on file with the City Clerk and is incorporated herein by reference; and

WHEREAS, Article XX, § 6 of the Colorado Constitution states, in relevant part, that "[t]he statutes of the state of Colorado, so far as applicable, shall continue to apply to such cities and towns, except insofar as superseded by the charters of such cities and towns or by ordinance passed pursuant to such charters"; and

WHEREAS, Section 5.9 of the City’s Home Rule Charter provides that all ordinances adopted by City Council shall take effect upon publication following final passage; and

WHEREAS, C.R.S. § 31-15-801 purports to require that municipalities approve long-term lease agreements and lease-purchase agreements by ordinance that is not effective for at least thirty (30) days after passage; and

WHEREAS, C.R.S. § 31-15-801 conflicts with Section 5.9 of the Home Rule Charter which provides that all ordinances adopted by City Council are effective upon publication following final passage; and

WHEREAS, C.R.S. § 31-15-801 contains no declaration of statewide interest and City Council specifically finds and determines that the procedures for approval of lease-purchase agreements are a matter of purely local concern; and

WHEREAS, the City Council has taken the necessary steps under applicable law to arrange for the acquisition and financing of such Equipment; and

WHEREAS, the City Council has reviewed the form of the Lease Purchase Agreement and has found the terms and conditions thereof acceptable; and

WHEREAS, the City Council has taken the steps necessary to comply with any applicable legal bidding requirements with respect to the Equipment to be acquired under the Lease Purchase Agreement; and
WHEREAS, Section 5.8 of the City’s Home Rule Charter requires that every act creating an indebtedness or authorizing the borrowing of money shall be by ordinance, and C.R.S. § 31-15-801, C.R.S. also requires that long-term municipal lease agreements be approved by ordinance; and

WHEREAS, the City Council finds and determines that the City is not subject to those portions of C.R.S. §§ 31-15-801 and -802 which conflict with Section 5.9 or Section 5.10 of the Home Rule Charter; and

WHEREAS, the City Council desires to enter into the Lease Purchase Agreement with Prime Capital, Inc., an Illinois corporation, in substantially the form on file with the City Clerk’s office as of the effective date of this Ordinance.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference as if set forth in full.

Section 2. That the City be, and hereby is, authorized to enter into the Lease Purchase Agreement with Prime Capital, Inc., and all related documents, including but not limited to the escrow agreement, for a term of ten years (120 months).

Section 3. The City Council of the City of Central makes the following additional findings and representations:

(a) The complete and correct name of the Lessee is the City of Central, a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Colorado with the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage.

(b) Lessee maintains its offices at 141 Nevada Street, P.O. Box 249, Central City, CO 80427-0249.

(c) Lessee covenants that it will perform all acts within its power which are or may be necessary to insure the maintenance of its legal status as being a duly organized and existing entity under the laws of the state, which status is the basis for the interest portion of the rental payments coming due under the Lease Purchase Agreement to at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

(d) The acquisition of the Equipment, under the terms and conditions provided for in the Lease Purchase Agreement, including the grant of any security
interest in such Equipment as required by such Lease Purchase Agreement, is necessary, convenient, in the furtherance of, and will at all times be used in connection with, Lessee’s governmental and proprietary purposes and functions and are in the best interests of Lessee, and no portion of the Equipment will be used directly or indirectly in any trade or business carried on by any person other than a governmental unit of the state on a basis different from the general public.

(e) The meetings at which this ordinance was considered and adopted by the City Council were properly noticed and conducted as open meetings in accordance with Colorado law.

(f) There are no legal or governmental proceedings or litigation pending against the Lessee which might adversely affect the transactions contemplated in or the validity of the Lease Purchase Agreement.

Section 4. The terms of said Lease Purchase Agreement are in the best interests of the Lessee for the leasing of the Equipment described therein.

Section 5. The following officials of the City shall be authorized, empowered and directed to sign the Lease Purchase Agreement on behalf of the City, and any addenda, schedules, UCC financing statements, escrow agreement, or other document which may be necessary or expedient in connection with fulfilling the provisions of the Lease Purchase Agreement:

<table>
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<tr>
<th>Printed Name</th>
<th>Title</th>
<th>Signature</th>
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<tr>
<td>Kathryn A. Heider</td>
<td>Mayor</td>
<td></td>
</tr>
<tr>
<td>Daniel R. Miera</td>
<td>City Manager</td>
<td></td>
</tr>
<tr>
<td>Abigail Robbins</td>
<td>Finance Director</td>
<td></td>
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</tbody>
</table>

The Mayor, in consultation with the City Attorney, may make such non-material changes to the Lease Purchase Agreement and related documents as deemed necessary by the City, prior to execution of the Lease Purchase Agreement by the officials designated above, and delivery thereof to Prime Capital, Inc.

Section 6. Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, the Lease Purchase Agreement is hereby designated as a “qualified tax-exempt obligation” includable within the ten million dollars ($10,000,000) of the aggregate issues designated as “qualified tax-exempt obligations” for the calendar year in which the Lease Purchase Agreement is entered into by the City.

Section 7. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by the City and
all subordinate entities thereof during the current calendar year is not reasonably expected to exceed ten million dollars ($10,000,000). The City and all subordinate entities thereof will not issue in excess of $10,000,000 of qualified tax-exempt obligations (including the Lease Purchase Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Prime Capital, Inc. that the designation of the Lease Purchase Agreement as a “qualified tax-exempt obligation” will not be adversely affected.

Section 8. 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 9. 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 10. Safety Clause. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the Central City community.

Section 11. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the ___ day of ____________, 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 ___ day of ________________, 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 ____________, 2018.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on ____________, 2018.
To: Mayor Heider, City Council, and City Manager Miera
From: Reba Bechtel, City Clerk
Date: January 16, 2018
Re: Bi-weekly Report

- Prep for the Regular Council meeting of 1/16
- Prep and attended Court 1/8
- Records room project continues with the assistance of a very generous volunteer
- Liquor Licenses renewed YTD - 2
- Marijuana Licenses renewed YTD - 2
To: Daniel R. Miera, City Manager
Cc: Mayor and Council
From: Abigail R. Adame, Finance Director
Date: January 16, 2018
Re: Staff Report

➤ Finance

• Worked with the auditors on the interim portion of the City’s 2017 financial audit.

• Began preparing the 2017 W2s and 1099s, which will be submitted along with their respective federal reports by the deadline of January 31.

• Filed the 4th quarter Employer’s Federal Tax Return and the State Unemployment Taxes.

➤ Human Resources

• Continued coordinating required staff training through CIRSA.

• Finalized the performance evaluation process for employees.
To: Central City Council
From: Ray W. Rears, Community Development Director
Date: January 16, 2018
Re: Department Update

Development
1) University of Northern Colo. – 2017 Central City Resident and Business Survey Report
   a. Investigating means of distribution of the results
2) Various initial development/building inquires addressed.
3) Work to update the Growth IGA has started
   2018 – 1 – Value of Work - $8,114 est.

Economic Development
1) Northwest Colorado Enterprise Zone
   a. Local Casino is pursuing a tax credit for qualified work
   b. Central City Opera – Enterprise Zone Project - Tax Credit Opportunities being pursued
2) Urban Land Institute - TAP program grant
3) Parking Fee In-Lieu – Proposed revision recommendation made by Planning Commission – Work Session with Council February 6th
4) Live Well Colorado – Work Session with Council – February 6th

Historic Preservation
5) Belvidere Theater
   a. RFP for design/engineering only or full design build being considered
   b. A donation program being considered
6) Washington Hall Heat
   a. Heat is operational on 2nd Floor – Awaiting Xcel valve change
7) 2017 HPC Cases - 19

Code Enforcement
1) Work continues on reported violations
   a. Cases Reported in 2016 – 35
   b. Cases Reported in 2017 – 33

IT/Web/Audio Visual
1) Website, Facebook and Twitter internal administration continues.
2) Channel 13 (fmr. Channel 20) – Operational / Awaiting computer corrections
3) Livestreaming meetings being investigated

Events / Marketing
1) Billboard –
   a. 2018 Leases for businesses have been completed
   b. Notifying local non-profits of a change in policy for the City held Billboard
   c. City #6 in-bound
      i. City Billboard – “Shop Central City” – Installed in September
2) Central City App – Mobile Town Guide developed and can be download – “Mobile Town Guide Central City”
   a. Working on an interactive walking tour of the City
3) Short Promotional Videos
a. Video #1 Released (Recreation)
b. Video #2 Released (Events)

4) Visitor Center
   a. Refresh of the area nearly complete. New items to sell are being pursued.

5) Main Street Central City
   a. Shirts, books & Post Cards – Available For Purchase
   b. VISTA program applicants interviews are being scheduled

6) 2017 Additional Marketing Item
   a. Jeffco Living print and digital ads Runs for 6 month/ change messages monthly, Attractions, Shop, Dine, local business promotion, etc.)
   b. City Branding Consultant has started – Meeting key stakeholder is scheduled for December 19th
   c. Denver metro – iHeart radio ad buy for 2018 – completed
   d. Copper sponsor - Saving Places Conference 2018
   e. Mountain Adventure Guide – Shop, Play, Stay & Dine message

7) Branding
   a. Crowd – Discovery Meeting Summary (attached) – Work Session planned for February

Staffing
1) Management of consultant contracts.
2) Training at UC Denver
3) Ongoing employee wellness program. – New program being investigated
Summary

Team Crowd truly enjoyed being immersed in the Central City culture. We feel that we have gained invaluable insight into what is important to the community, and have a better understanding as to what those core values and traits are.

Below is a summary of our Discovery Meeting.

Core attributes Central City wants to promote:

• History
  • Mining
  • Western American culture
  • “It’s like stepping back in time”

• Casinos
  • Two mid-size properties, and a handful of small mom and pop operations

• Adventure/Recreation
  • Outdoor activities including: mountain biking, camping, hiking, off road vehicles/atvs, etc

• Architecture
  • Historic and diverse styles

• The Arts

• Events
  • More family-friendly and millennial-based events

• Proximity to Denver
  • Up the Hill - Is just 35 miles West of Denver

What is the city known for now?

• Casinos
  • This would be the first thing most people would mention if asked what they know about Central City

• Central City Opera House
  • Very well known, even outside of the Denver market and Colorado
  • Currently has a very short summer season
  • City would like them to expand their season
  • The Opera House has developed an ambitious plan for the future
What is the city known for now? (continued)

- **Mining History**
  - “The richest square mile on earth.” is a phrase they have used extensively in marketing. No longer is accurate, but certainly can play into mining history
  - There was sentiment to keep this phrase above

What makes Central City unique?

- Most historical assets in the State of Colorado other than Denver
- Historic Opera House
- They have it all AND gaming

Branding requirements

- Sherwin-Williams or Kawl Historic Palates
- Historical fonts (serif)
  - Historical fonts reference document 1
  - Historical fonts reference document 2
- Incorporate Harrison Rose (specific to the region)
- Keep current seal for municipal purposes

Words and phrases that define Central City

- Culture and Class
- Cradle of Colorado History
- Special/Unique
- Heritage
- Emotional
- Nostalgic
- Magical
- Spirit of the West
- Mining spirit, that feeling of potential, “what if”
- Entrepreneurial Spirit
Potential creative themes/directions

• > Greater Than
  • The idea that CC is more than just casinos. It is greater than the sum of its parts
  • Experience outdoor adventure, history, arts/culture AND gaming
  • An adventure for every season
  • An experience for every season

• Reintroducing CC
  • People need to be reminded that CC exists and is just “up the hill” 35 miles from Denver
  • Adventure is closer than you thought
  • At the Center of it All

• More than Meets the Eye
  • Imagine how the gold-miners in 1859 felt when they discovered the riches of CC
    • That same sense of discovery, of uncovering a secret world still lives in the residents of the city. They want to express that to outsiders
  • Not just a gaming town
  • Hidden gems, historical architecture, culture, nature, arts

Cities to look at for inspiration

• Georgetown, CO
• Breckenridge, CO
• Deadwood, SD
• Golden, CO
• Telluride, CO
• Ouray, CO
• Estes Park, CO
• Truckee, CA
• Jackson, WY
• Taos, NM
• Cripple Creek, CO
• Durango, CO
To: Mayor Heider, City Council, and City Manager
From: Sam Hoover, Public Works Director
Date: January 11, 2018
Re: Bi-weekly Report

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

- Performed vehicle and equipment maintenance
- Performed snow removal
- Performed street sweeping
- Performed sign and reflector maintenance throughout the city
- Repaired the heat on the Gilpin History part of Washington Hall
- CDL training with new employee
**Central City Stats**

Dates and time:
Month of December

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*Other Calls of Interest*

Animal                    4
Business checks             497
Camping                    2
Parking citations           14
Month of January

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*Other Calls of Interest*

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