

**CITY OF CENTRAL, COLORADO**  
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on  
**Tuesday, January 5, 2016 @ 7:00 p.m.**  
141 Nevada Street, Central City, Colorado  
**AGENDA**

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

**7:00pm Council Meeting**

1. Call to Order.
2. Roll Call.

Mayor	Ron Engels
Mayor Pro-Tem	Kathy Heider
Council members	Shirley Voorhies
	Judy Laratta
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).

City Council minutes: December 15, 2015.

**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 2016
  - 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. Resolution No. 16-01: A resolution designating the public place for posting of notices of regular and special meetings of local public bodies of the City. (Bechtel)
9. Resolution No. 16-02: A resolution of the City Council of the City of Central, Colorado approving an agreement with One Way, Inc. for residential trash disposal services. (Hoover)
10. Resolution No. 16-03: A resolution of the City Council of the City of Central, Colorado approving a Professional Services Agreement with Colorado Code Consulting, LLC. (Rears)

11. Resolution No. 16-04: A resolution of the City Council of the City of Central, Colorado approving extensions of engineering-related professional services agreements (JVA, Inc., Deere & Ault Consultants, Inc. and W2 Engineers, LLC). (Hoover/Nelson)

**REPORTS** –

12. Informational item for Professional Services – Geographic Information Systems (GIS) Services
13. 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).

**EXECUTIVE SESSION** –

Pursuant to C.R.S. 24-6-402(4)(b) and (4)(e) to discuss specific legal questions regarding contract for services and for the purposes of developing strategies relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding City contract for services.

**ADJOURN.** Next Council meeting January 19, 2016.

Posted 12/30/2015

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

**CITY OF CENTRAL  
CITY COUNCIL MEETING  
December 15, 2015**

**CALL TO ORDER**

A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:06 p.m., in City Hall on December 15, 2015.

**ROLL CALL**

Present: Mayor Engels  
Mayor *pro tem* Heider  
Alderman Voorhies  
Alderman Laratta

Absent: None

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

The Pledge of Allegiance was recited by all present.

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

The agenda was approved as presented.

**CONFLICTS OF INTEREST**

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

**CONSENT AGENDA**

Alderman Voorhies moved to approve the consent agenda containing the regular bill lists through December 9; and the City Council minutes for the meeting on December 1 and 8, 2015. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

**PUBLIC FORUM/AUDIENCE PARTICIPATION**

No one requested time to address the Council.

**LIQUOR LICENSE AUTHORITY**

Reserve Casino Hotel Liquor – *Modification of Premise for RCH Colorado, LLC dba Reserve Casino Hotel to reduce liquor premise on casino level 2 from current liquor license/New Tavern Liquor License*

*for RCH Colorado, LLC dba LAVA ROOM, LLC at 321 Gregory Street/ Reserve Casino Promotional Association and Common Consumption Area*

Alderman Voorhies moved to open the Local License Authority. Mayor *pro tem* Heider seconded, and without discussion, the motion carried unanimously.

City Clerk Bechtel explained that this is a 3 step approval with the Permanent Modification of Premise to remove the Lava Room Area from the current liquor license, second to approve the new Tavern Liquor License and third to approve a Promotional Association\Common Consumption.

The approval of the application for a new Tavern Liquor License for RCH Colorado, LLC dba LAVA ROOM, LLC at 321 Gregory Street, Central City. Based on testimony and evidence presented in support of, or in opposition to this application, the Local Liquor Licensing Authority may take into consideration the following factors as more fully explained in the "Criteria for Approval" section:

1. The character of the Applicant;
2. The reasonable requirements of the neighborhood and the desires of the adult inhabitants of this neighborhood are met; and
3. The sufficiency of the number, type, and availability of other alcoholic beverage outlets located within the boundaries of the neighborhood of the proposed establishment.

This item does not directly affect the City's current budget. However, approval of these applications would allow additional sales tax to be collected by the licensee for serving liquor if they choose after 2:00 a.m. In addition, liquor license, business license and sales tax license renewal fees would be collected annually.

In July, 2015, Council adopted Ordinance No. 15-06 which amended Article 6 of Chapter 6 of the Central Municipal Code concerning entertainment districts and the hours of operation of a common consumption area. This stems from C.R.S. § 12-47-301(11)(f), which states a local licensing authority may set hours during which a common consumption area and attached licensed premises may serve alcohol. The Liquor Enforcement Division of the Colorado Department of Revenue, in consultation with the Colorado Attorney General's Office, issued Bulletin 14-01 dated October 1, 2014, which bulletin concludes that a local licensing authority has the authority to set hours of operation outside of the 2:00 a.m. to 7:00 a.m. restriction set forth in C.R.S. § 12-47-901(5)(b). Ordinance No. 15-06 removed the current 10:00 p.m. limitation on hours of operation of a common consumption area and now allows a promotional association to request extended hours of operation between 2:00 a.m. and 7:00 a.m. as part of its application for designation as a common consumption area.

On November 12, 2015, Dill & Dill attorneys, on behalf of RCH Colorado, LLC dba LAVA ROOM, LLC filed an application for a new Tavern Liquor License for 321 Gregory Street with the Permanent Modification of Premise and the Promotional Association/Common Consumption Area Application. Subsequently, a Notice of Public Hearing was published in the *Weekly Register Call* on December 3, 2015 and a sign was posted at the location of 321 Gregory Street on December 4, 2015, both not less than ten (10) days prior to this hearing.

In order to expedite this matter, the Applicant has requested *Concurrent Review* by the State Liquor Enforcement Division (that department reviews the application at the same time as the local authority). The Applicant has paid the additional \$100 fee required by statute for that process. Copies of all

documents and the appropriate fees were mailed to the Liquor Enforcement Division on Friday, November 20, 2015.

At the regular meeting of the City Council/Liquor Licensing Authority on September 7, 2004, the City Council unanimously passed Liquor Authority Resolution 04-1 establishing the entire City of Central as the neighborhood boundaries. *The following criteria must be found by the Authority to exist in order for the license to be granted:*

1. The notice of the hearing was posted in a conspicuous place on the premises and published in a newspaper no less than 10 days before the hearing;
2. There is a need and desire for the establishment;
3. Existing liquor licenses of the same class are inadequate to serve the needs of the neighborhood;
4. Applicant is of good moral character; and for this application –Tavern Liquor – the registered manager/owner is of good moral character;
5. Applicant is in legal possession of the premises;
6. The use is permitted under the zoning classification;
7. Premises are suitable based on a review of the plans; and
8. There does not exist an unlawful multiple ownership of licenses or interests.

In consideration of the foregoing criteria of approval, staff makes the following findings: A minimum of thirty- (30) days has elapsed between the date the application was filed and the date set for the public hearing. The notice of hearing was duly noticed. The use is permitted in the zone district. Relating to "good moral character and suitability of the premises":

1. Police Department: completed a background investigation through CCIC, the City of Central and the Gilpin County Sheriff's Department on the applicants listed. Therefore, the Police Department recommendation is for approval of the application for a new Tavern liquor license.
2. Building Department: No building permits have been requested at this time.
3. Regarding the needs and desires of the neighborhood, the Authority will need to consider the evidence and testimony presented during the hearing.  
Desires: To date, the City Clerk's Office has not received any oral or written communication from other parties regarding this application.  
Needs: The City has 12 other liquor-licensed establishments within the established neighborhood boundaries.

Kevin Coates, Attorney for Reserve Casino Hotel presented 17 petitions signed by residents and business owners stating the support for the new liquor license and the Common Consumption application. One goal for extending liquor hours is to keep more people in Central City to play and stay in town.

Tom Anderson, Registered Manager for Reserve Casino Hotel, reviewed that this application includes reducing the current liquor premise and adding a new Tavern Liquor licensed premise.

Alderman Voorhies moved to approve a Modification of Premise for RCH Colorado, LLC dba Reserve Casino Hotel to reduce liquor premise on casino level 2 from current license. Mayor *pro tem* Heider seconded, and without discussion, the motion carried unanimously.

Alderman Voorhies moved to approve a New Tavern Liquor License for Lava Room LLC dba The Lava Room at 321 Gregory Street Suite A. Mayor *pro tem* Heider seconded, and without discussion, the motion carried unanimously.

Mayor *pro tem* Heider moved to approve the creation of Reserve Casino Promotional Association and Common Consumption Area. Mayor *pro tem* Heider seconded, and without discussion, the motion carried unanimously.

Mayor *pro tem* Heider moved to close the Local License Authority and return to the City Council meeting Alderman Laratta seconded, and without discussion, the motion carried unanimously.

## **PUBLIC HEARING**

Resolution No. 15-22: *A resolution of the City Council of the City of Central adopting and appropriating the 2016 Budget, adopting the Capital Improvement Plan, setting a Property Tax Mill Levy, and approving the Central City BID 2016 Operating Plan and Budget.*

City Manager Miera explained that over the course of the past few months City Council and staff have developed the attached 2016 Budget. As required by State law and City Charter, staff formally presented Council with the proposed budget at several budget workshops. Notice of the 2016 Budget process was subsequently published in the Weekly Register Call and stated final adoption would occur on December 15, 2015.

Resolution 15-22 officially adopts the 2016 Budget and appropriates funding for the expenditures from the funds indicated. Resolution 15-22 also adopts the Capital Improvement Plan, sets the City's property tax mill levy at 9.631 mills and approves the Central City Business Improvement District's 2016 Operating Plan and Budget.

City Manager Miera also noted that 50% of Historic Preservation Funds are transferred to the Capital Improvement Fund for the Belvidere \$203,535 plus \$4,000 from an anonymous donation totaling \$207,535.

Mayor Engels opened the public hearing at 7:23 p.m. and invited comment. Hearing no comments, Mayor Engels closed the public hearing at 7:23 p.m.

Alderman Laratta moved to approve Resolution No. 15-22: A resolution of the City Council of the City of Central adopting and appropriating the 2016 Budget, adopting the Capital Improvement Plan, setting a Property Tax Mill Levy, and approving the Central City BID 2016 Operating Plan and Budget. Mayor *pro tem* Heider seconded, and without discussion, the motion carried unanimously.

Ordinance No. 15-10: *An ordinance of the City Council of the City of Central amending Article V of Chapter 6 of the Central City Municipal Code regarding Gaming Device Fees.*

City Manager Miera gave the background as follows: in 2011, the City Council approved Ordinance 11-16 to impose a marketing device fee in the amount of \$5.00 per month per device in order to fund advertising and marketing costs incurred by the CCBID. In 2012, the City Council approved Ordinance 12-12 that extended the same marketing device fee for calendar year 2013. In 2013, the City Council approved Ordinance 13-17 that extended the marketing device fee for calendar year 2014, with the ability to vary or adjust the marketing fee up to \$7 per device per month. In 2014, the City Council approved Ordinance 14-08 that extended the marketing device fee for calendar year 2015, with the ability to vary or adjust the

marketing fee up to \$7 per device per month. The “adjustable” marketing device fee approved in 2014 via Ordinance 14-08 is set to expire on December 31, 2015, unless Council approves an extension of the marketing device fee. Ordinance 15-10 (attached hereto) extends the marketing device fee through calendar year 2016.

The amount of the monthly device fee will be determined by the current number of devices within the City and the total projected amount needed by the CCBID to cover marketing expenses. The CCBID and the City Manager and/or Finance Director will establish a maximum budget amount that will be used in conjunction with the monthly device count to ensure that the appropriate amount is collected through the adjustable marketing device fees. However, the CCBID has requested the adjustable fee be established at \$7.00 for FY 2016, and the proposed Ordinance reflects such.

Currently, the proposed 2016 Budget allocates a total of \$154,283 (similar to the 2015 allocation) for CCBID marketing and events. This is the amount that is projected to be collected from marketing related device fee collections during the year.

Mayor Engels opened the public hearing at 7:26 p.m. and invited comment. Hearing no comments, Mayor Engels closed the public hearing at 7:27 p.m.

Alderman Voorhies moved to adopt Ordinance No. 15-10: An ordinance of the City Council of the City of Central amending Article V of Chapter 6 of the Central City Municipal Code regarding Gaming Device Fees. Mayor *pro tem* Heider seconded, and without discussion, the motion carried unanimously.

#### **ACTION ITEMS: NEW BUSINESS**

##### Sponsorship Report from CC Opera

Due to the weather, Valerie Hamlin and Scott Finlay were not able to attend. Mayor Engels referred to their written report as follows:

The entire organization that comprises Central City Opera (CCO) extends heartfelt thanks to the City of Central for its vital role in the Company’s success. Every success on stage, every young artist passing through the training program, every student discovering the thrill and magic of opera pay tribute to the city’s generosity and vision as a key partner in CCO’s success.

Thank you for your support of the 2015 Summer Opera Festival. Specifically, your funding of \$25,000 helped support CCO’s production of *Man of La Mancha* and the expansion of a new initiative launched in 2014, the “Boomer Bus.”

##### *Man of La Mancha*

The second offering of CCO’s 2015 Festival, a new production of the Tony Award-winning musical, *Man of La Mancha*, featured a cast of internationally renowned artists in the popular story of Don Quixote. A play within a play, it follows the fanciful knight’s quest to rid the world of his mortal enemy and features the popular song, “The Impossible Dream.” The production was highly touted by critics. A review in the *Examiner* stated, “Central City Opera never disappoints. Its intimate theater in the mountains may be small, but its scope of talent is far and wide. CCO has reached the unreachable with *Man of La Mancha*.” The production surpassed its revenue goal with attendance of 89% of capacity.

Below is a complete report of the Boomer Bus for 2015.

#### 1. “BOOMER BUS” PROJECT SUMMARY

Goal: To provide participants ages 50-65 with a more in-depth opera experience thereby developing a broader audience base of people who understand and love opera and who can become champions and advocates for Central City Opera House Association (CCO) in the future.

Objectives:

1. To Attract 110 participants on two Boomer Buses specifically designed for individuals ages 50-65.
2. To engage new participants to become CCO's advocates and champions encouraging others to participate in CCO.
3. To introduce new audiences to the quaint City of Central.
4. To educate a new audience about opera, Central City, and Central City Opera.

Target Audience: The target audience for the Boomer Bus was individuals ages 50-65. CCO has determined that this target group is a better "return on investment" for the company because, in general, this demographic has the time and the financial resources to become subscribers and donors to CCO.

Strategies utilized:

The Boomer Bus reflects CCO's many years of learning from innovation. The company is thinking differently about its audience and the offerings. This new direction delivers and promotes opera from a new perspective making the classic art form relevant to a new and younger generation.

The Boomer Bus was intended to address the two main barriers to participation in the Summer Opera Festival including people's unfamiliarity with opera as an art form as well as CCO's location (45 minutes from Denver) in the City of Central. The Boomer Bus addressed both of these barriers by literally and figuratively driving the audience to the opera.

For all three dates, the bus began in Denver where participants received a gift basket including champagne and snacks. Deb Morrow, CCO's Director of Education and Community Engagement, served as a guide to explain the history of Central City and Central City Opera. When the participants arrived in Central City on the Boomer Bus date including a performance of *Man of La Mancha*, they enjoyed a catered lunch on the grounds of the Gilpin History Museum. A self-guided tour of the museum followed lunch with attendance paid by Central City Opera as part of their event ticket price.

For Boomer Bus dates that included a performance of *La Traviata*, participants enjoyed a catered lunch at the historic Teller House, along with a presentation and behind the scenes look at costumes presented by CCO Costume Mistress, Janetta Turner. For all Boomer Bus dates, patrons also were encouraged to experience the charm of Central City and the Gilpin County Arts Association Gallery, as well as CCO's Short Works, 30-minute performances of opera scenes from the world's most popular operas. After Short Works, individuals entered the opera house for the full live opera performance. On the bus returning to Denver, CCO's staff facilitated a Talk Back/Question and Answer session.

## 2. RESULTS

The event was extremely well attended, selling out for all three dates offered in 2015, even with another bus added! A total of 154 people participated in three Boomer Bus programs.

## 3. PARTNERSHIPS

CCO partnered with the City of Central and the Gilpin County Historical Society to implement the enhanced activities.

Additionally, CCO formed a strong partnership with Boomers Leading Change, an organization dedicated to recruit, train, and place boomer-age volunteers. Boomers Leading Change marketed the Boomer Bus and used it as one of their recognition tools. The partnership was further developed to market other CCO programs.

#### 4. ORGANIZATIONAL IMPACT

CCO's leadership is thrilled with the success of the Boomer Bus in 2015. The organization is committed to providing innovative programming to build new audiences. This program attracted new attendees, new donors, and new subscribers by reducing the most common barriers to participation. CCO continues to develop new strategies for reducing barriers and reaching new participants.

#### 5. LEARNING

Because of the success of the 2014 Boomer Bus, CCO was successful in its expansion of this program in 2015 in two ways:

1. Adding a third day – CCO offered the program three times in 2015 – July 19<sup>th</sup> and August 2<sup>nd</sup> for Verdi's popular *La Traviata*, and July 25<sup>th</sup> for *Man of La Mancha*.
2. Combining the Boomer Bus with the popular "Central City Days" – Marketing efforts focused on attracting new opera attendees/visitors of the Baby Boomer generation to Central City. Those attending were indeed in this demographic with 154 purchasers, an increase from last year's event. This year's attendees were split between those who often attend Central City Opera and those that had either never seen an opera or had not seen an opera performance in Central City before.

With the increased success of the Boomer Bus in 2015 and a sold out event for three dates, Central City Opera again plans to offer the event for three dates during the 2016 Festival. CCO plans to present the Boomer Bus in conjunction with both of our main stage operas: *The Ballad of Baby Doe*, which had its world premiere at Central City Opera in 1956 and will kick off the 2016 Festival with a special 60th anniversary production; and Puccini's ever-popular opera *Tosca*, which follows the story of a fiery prima donna who struggles to free her true love from the clutches of a wicked police chief.

Mayor Engels added that the Opera has utilized the funds by working to build new audience with the Boomer Bus as an example of that.

Mayor *pro tem* Heider moved to accept the written report from the Central City Opera explaining how the scholarship funds were utilized. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No. 15-23: A resolution of the City Council of the City of Central, Colorado approving an Intergovernmental Agreement with Black Hawk, Colorado for municipal bus service to serve the City of Central.

Attorney McAskin gave the background as follows:

Resolution 2015-23 ("Resolution") approves an intergovernmental agreement with Black Hawk for expanded municipal bus service between and within the two cities ("IGA") for 2016, which shall

automatically renew annually unless either party gives six months' notice to the other (unless there is a breach of the agreement, which allows a shorter timeframe for termination). The IGA will auto renew unless a six month notice is given by either party.

In 2016, under the IGA, the City will pay \$266,600.00 to Black Hawk plus one time bus rebranding costs of \$15,000, all as described in the following paragraph. These associated costs are set forth in the approved 2016 Budget.

Under the proposed IGA, Black Hawk will provide municipal bus service to both Black Hawk and Central City for calendar year 2016. The total annual cost of providing such service in 2016 (\$620,000.00) is allocated pro rata, with Black Hawk's share equal to \$353,400.00 or 57%, and Central City's share being \$266,600.00, or 43%. The parties have reached agreement on the bus route, schedule, and cost, the details of which are set forth in the Exhibit A to the Agreement, which is attached as Exhibit 1 to the Resolution. If the Agreement is renewed beyond 2016, the total cost for each renewal year shall be determined in advance by the two cities with the allocation percentages remaining the same. Should actual costs to provide the municipal bus service be greater or lower in any given year, the deficit or overage will be allocated in the same percentages.

The allocated annual cost includes the costs of operating and maintaining the municipal bus service, including the cost of the contracted service, operational expenses, fleet labor, administrative overhead, and capital replacement, but does not include costs of rebranding the buses and stops (or maintaining the stops) or of signs at the stops to identify that Central City is included as part of the system. Each city is responsible to rebrand and add signage to the stops on or before January 1, 2016, and to bear their own costs of maintaining stops within the respective city. In addition to the 2016 costs described herein, Central City, like Black Hawk, agrees to a one-time cost not to exceed \$15,000.00 for purposes of rebranding the buses (Black Hawk to bill Central City for its share one time in February, 2016).

City Manager Miera added that the rebranding will be done before the new shuttles start to run on January 1<sup>st</sup>. Public Works will have some new signs made for the bus stops.

All Council joined in thanking City Manager Miera for working with Black Hawk to make this happen.

Alderman Voorhies moved to approve Resolution No. 15-23: A resolution of the City Council of the City of Central, Colorado approving an Intergovernmental Agreement with Black Hawk, Colorado for municipal bus service to serve the City of Central. Mayor *pro tem* Heider seconded, and without discussion, the motion carried unanimously.

Resolution No. 15-24: A resolution of the City Council of the City of Central, Colorado approving the Fourth Amendment to Intergovernmental Agreement with the Central City Business Improvement District (for CCBID marketing activities in 2016).

Attorney McAskin explained that via Ordinance 15-10, the City Council has extended the \$5.00 per month gaming device fee (the "Marketing Fee") for calendar year 2016. The Marketing Fee may be adjusted to a maximum of \$7.00 per device per month, as set forth in the Ordinance. The City's existing Intergovernmental Agreement with the Central City Business Improvement District (the "CCBID") dated April 20, 2012 (the "IGA") must be amended in order to reflect the extension of the Marketing Fee and to establish the terms and conditions under which the CCBID will use the funds generated by

the Marketing Fee in 2016 to accomplish the joint advertising and marketing goals of the City and the CCBID. The IGA was previously amended and extended for calendar years 2013, 2014, and 2015 by the First Amendment to the IGA (covering calendar year 2013), the Second Amendment to the IGA (covering calendar year 2014), and the Third Amendment to the IGA (covering calendar year 2015). The proposed Fourth Amendment to the IGA (the "Fourth Amendment") is attached to the proposed Resolution as **Exhibit 1**. City Council may approve the Fourth Amendment to memorialize the terms under which the CCBID will utilize the funds generated by the Marketing Fee in 2016.

The City implemented the Marketing Fee in 2011 (for collection and use in 2012); there are no fiscal impacts with the Council's extension of the Marketing Fee for 2016 or with the approval of the Fourth Amendment. The collection and disbursement of the Marketing Fee to the CCBID is set forth in the approved 2016 Budget.

As set forth above, the IGA is dated April 20, 2012. The IGA, as amended by the Third Amendment approved in December of 2014, is scheduled to terminate on December 31, 2015. Paragraph 4.C. of the IGA requires that any amendment to the IGA be set forth in writing and executed by both the City and the CCBID. Substantive provisions of the Fourth Amendment include:

- Recital of the fact that the Marketing Fee is projected to generate approximately \$154,283.00 in revenue during calendar year 2016.
- Marketing Fee revenues may only be used by the CCBID for costs and expenses associated with implementing the 2016 Marketing Plan or other costs and expenses approved by the City Manager in writing.
- The term of the Fourth Amendment runs through December 31, 2016

Mayor Engels requested staff to ask the BID to provide a report on how the money was spent the previous year.

Mayor *pro tem* Heider moved to approve Resolution No. 15-24: A resolution of the City Council of the City of Central, Colorado approving the Fourth Amendment to Intergovernmental Agreement with the Central City Business Improvement District. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Resolution No. 15-25: A resolution of the City Council adopting the Central City Fund Balance and Reserve Policy.

City Manager Miera gave the background as follows:

The current City of Central Fund Balance & Reserve Policy states that the 3% Emergency Reserve required by the Taxpayers' Bill of Rights (Article X, Section 20 of the Colorado Constitution, commonly referred to as TABOR) "will be kept and accounted for in a separate fund called the Tabor Reserve Fund." In 2009, the Governmental Accounting Standards Board (GASB) issued new guidance for governmental financial reporting that established a Restricted Fund Balance for reporting monies set aside for such requirements. The GASB definition of a Restricted Fund Balance follows:

*Restricted fund balance* – net fund resources subject to legal restrictions that are externally enforceable, including restrictions imposed by constitution, creditors or laws and regulations of non-local governments.

By accounting for the TABOR Reserve as a Restricted Fund Balance, removal of the restricted monies from the City's funds and allocating them to a separate fund is not necessary under Generally Accepted Accounting Principles (GAAP). Therefore we propose your adoption of the attached revision to the City of Central Fund Balance & Reserve Policy. The 2016 Proposed Budget is presented on this basis. The required TABOR Reserve amount will not be affected. It will be shown as Fund Balance Restricted for Emergencies in the General Fund rather than as a separate City fund.

Alderman Laratta moved to approve Resolution No. 15-25: A resolution of the City Council adopting the Central City Fund Balance and Reserve Policy. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No. 15-26: A resolution appropriating additional sums of money in the City of Central 2015 Budget for the Finance/Human Resources Department of the General Fund due to consolidation of City-wide photocopier and telephone/internet expenses in that department, changes in staffing levels, and the purchase of accounting software.

City Manager Miera explained that when budgetary issues arise during the fiscal year that were not included in the current adopted budget, the City Council is allowed to amend the budget and make supplemental appropriations as it sees fit. The attached resolution will amend the 2015 budget to increase the Finance/Human Resources departmental budget in the General Fund to pay for City-wide photocopier charges and telephone/internet expenses, absorb the costs of increasing a staff member position from part-time to full-time status, and complete the purchase of new accounting software.

The additional appropriation of \$61,232 in the General Fund (Finance/Human Resources Department budget) will be entirely offset by savings in other General Fund departments.

Please see the 2015 YE Projected columns on pages 17, 32, and 54 of the 2016 Budget. The supplemental appropriation set forth in Resolution 15-26 approved the supplemental appropriation to the General Fund and further authorizes the Finance Director to make mathematical computations or minor adjustment to the 2015 Budget to ensure that the amendments provided for by the Resolution are properly accounted for, that the figures are and remain accurate as of December 31, 2015 and that the 2015 Budget properly reflects the approved amendments.

Mayor *pro tem* Heider moved to approve Resolution No. 15-26: A resolution appropriating additional sums of money in the City of Central 2015 Budget for the Finance/Human Resources Department of the General Fund due to consolidation of City-wide photocopier and telephone/internet expenses in that department, changes in staffing levels, and the purchase of accounting software. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Request by Gilpin County Schools for Donation to the Spelling Bee competition

City Manager Miera noted that this request has been funded in the past with amounts of \$100 up to \$500 which could come from Council Discretionary or the Promise Program line items.

Mayor *pro tem* Heider moved to approve a donation of \$500 for the Gilpin County Schools for the Spelling Bee competition from the Promise Program line item and to provide a judge. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

**STAFF UPDATES**

City Manager Miera noted that the wreath on the door to City Hall was donated by the Water Department.

Alderman Voorhies thanked staff for the notifications and combined efforts with the recent water line repair. City Manager Miera added that there was team work and cooperation with the Public Works crew and the Water Department who worked through the night.

**COUNCIL COMMENTS**

Alderman Voorhies thanked the community and volunteers and staff for their efforts on behalf of the Tommyknocker events and bazaar.

Mayor Engels noted the State of the City Address with a Community Appreciation event will be on January 19, 2016.

**PUBLICFORUM/AUDIENCEPARTICIPATION**

No one requested time to address the Council.

Mayor Engels adjourned the meeting at 7:53 p.m.

The next Council meeting is scheduled for January 5, 2016 at 7:00 p.m.

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Ronald E. Engels, Mayor

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Reba Bechtel, City Clerk



# Agenda Item #7

## Weekly Register-Call Request for consideration for 2016 Newspaper of Record

December 29, 2015

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, 2016. 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](http://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](mailto: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](mailto:aaron.storms@weeklyregistercall.com)





## AGENDA ITEM # 8

### CITY COUNCIL COMMUNICATION FORM

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**FROM:** Reba Bechtel, City Clerk

**DATE:** January 5, 2016

**ITEM:** Resolution No. 16-01: 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

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ORDINANCE  
 MOTION  
 INFORMATION

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- 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 16-01.
- 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. 16-01**

**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 5<sup>th</sup> day of January, 2016.

**CITY OF CENTRAL, COLORADO**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





## AGENDA ITEM # 9

### CITY COUNCIL COMMUNICATION FORM

---

**FROM:** Sam Hoover, Public Works Director  
**DATE:** January 5, 2016  
**ITEM:** Resolution No. 16-02: A resolution of the City Council of the City of Central, Colorado approving an agreement with One Way, Inc. for residential trash disposal services.

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ORDINANCE  
 MOTION / RESOLUTION  
 INFORMATION

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**I. REQUEST OR ISSUE:**

The one-year contract with One Way Inc. to provide residential trash collection and recycling services expired on December 31, 2015. The new contract includes the weekly collection of up to 128 gallons per household of trash at the current not to exceed amount of \$5,000 per month. Because of changes in the recycling industry including the loss of a rebate for hauling recyclable materials to the Boulder County Recycling Center, curbside recycling will cost an additional \$1,250 per month. Please consider the desired level of service to be provided to the community in 2016.

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

Review, modify and/or approve the Resolution and Professional Services Agreement.

**III. FISCAL IMPACTS:**

The budgeted amount for residential trash/recycling service is \$60,000 for the year. The contract amount to provide curbside recycling for residential units adds \$15,000 for the year. Trash service without recycling is \$60,000.

**IV. BACKGROUND INFORMATION:**

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

**V. LEGAL ISSUES: None.**

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

**VII. SUMMARY AND ALTERNATIVES:**

Council may approve the Resolution, modify the service level, or table the item for further discussion and consideration.



**CITY OF CENTRAL, COLORADO  
RESOLUTION NO. 16-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CENTRAL, COLORADO APPROVING AN AGREEMENT WITH ONE  
WAY, INC. FOR RESIDENTIAL TRASH DISPOSAL SERVICES**

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

WHEREAS, the City Council of the City of Central, Colorado, previously entered into an agreement with One Way, Inc. ("Contractor") for residential trash removal services; and

WHEREAS, the City Council would like to retain the Contractor to continue to provide residential trash removal services for residents within the City; and

WHEREAS, the Contractor represents it is qualified to perform the services requested by the City.

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

**Section 1.** The City Council hereby approves the attached professional services agreement with One Way, Inc. and authorizes the Mayor to execute said agreement, as provided in the attached **Exhibit A**.

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

ADOPTED THIS 5<sup>th</sup> DAY OF JANUARY, 2016.

**CITY OF CENTRAL, COLORADO**

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

**ATTEST:**

**APPROVED TO FORM:**

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

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

**EXHIBIT A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**ONE WAY, INC.**

One Way, Inc.  
P.O. Box 704  
Lyons CO 80540

DBA One Way Trash  
DBA One Way Disposal



Monday, December 14, 2015

CITY OF CENTRAL  
ATTN CITY CLERK  
P.O. BOX 249  
CENTRAL CITY CO 80427

**Account No.:** 30728  
**RE:** Exhibit B

Dear City of Central,

One Way, Inc. proposes to pick up trash from all residential homes within the City of Central, excluding properties associated with the Opera, under the following terms and conditions.

1. One Way will conduct weekly collection of up to 128 gallons of household trash generated by the residents of said homes for one year at the rate of \$5,000.00 per month.
2. One Way will conduct weekly collection of up to 96 gallons of household recycle generated by the residents of said homes for one year at the rate of \$1,250.00 per month.
3. Collection will be curbside near the homeowner's house. The homeowner will provide the containers.
4. One Way will chain up in the event of snow.
5. No routes will be run on Thanksgiving Day, Christmas Day, or New Year's Day. On these holidays and the subsequent days of that week routes will be completed one day late.
6. The following items are restricted. If found in the garbage then the resident will be held liable for any additional fees:
  - No car batteries, paints, chemicals, tires, banned electronics or other items restricted by the landfill.
  - No refrigerators, freezers, or air conditioners due to the Freon in them.
  - No bulky items like appliances or furniture.
  - No construction debris, demolitions debris or other non-compactable material.
7. Residents may contact One Way, Inc. directly at 303-823-0556 to schedule collection of volumes exceeding 96 gallons or large/bulky items. Residents will be liable for all fees associated with extra collections.
8. At the beginning of each month, an invoice will be submitted to the City of Central via fax at 303-582-5210. Service is billed one month in advance. There will be no credits given for vacations. Payment is due by the end of the billing period.
9. The terms and conditions of the "Agreement for Professional Services" made on January 1, 2016 shall be applied to this proposal.

Sincerely,

Philip Mahoney, PhD  
Owner  
One Way, Inc.  
(303) 823-0556





## AGENDA ITEM # 10

### CITY COUNCIL COMMUNICATION FORM

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**FROM:** Ray Rears, Community Development Director

**DATE:** January 5, 2016

**ITEM:** Resolution No. 16-03: A resolution of the City Council of the City of Central, Colorado approving a Professional Services Agreement with Colorado Code Consulting, LLC.

**NEXT STEP:** Council Motion

---

ORDINANCE  
 MOTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** Staff is requesting Council to approve the Professional Services Agreement for Colorado Code Consulting.
- II. **RECOMMENDED ACTION / NEXT STEP:** Staff recommendation is to approve the PSA for Colorado Code Consulting.
- III. **FISCAL IMPACTS:** There is no retainer fee for this agreement. Fees are collected based on a percentage of the permit fees (Building/Plan Review) – see Exhibit C – Fee Schedule.
- IV. **BACKGROUND INFORMATION:** CCC has been the on-call building official for the City since 2003. Their fee schedule has remained unchanged since the City initially contracted with them. Due to other contracts they have with municipalities in the area, they are very responsive to requests for inspections and Colorado Code understands the unique character considerations for our historic buildings.
- V. **LEGAL ISSUES:** N/A
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A

**VII. SUMMARY AND ALTERNATIVES:**

Council may take one of the following actions:

- Approve as presented
- Deny
- Amend

**CITY OF CENTRAL, COLORADO  
RESOLUTION NO. 16-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CENTRAL, COLORADO APPROVING A PROFESSIONAL SERVICES  
AGREEMENT WITH COLORADO CODE CONSULTING, LLC**

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

WHEREAS, the City Council of the City of Central, Colorado, desires to retain a consultant to assist in building code inspections, building plan reviews and elevator inspection services on behalf of the City; and

WHEREAS, the City Council desires to retain Colorado Code Consulting, LLC (“Contractor”) to provide such services; and

WHEREAS, Colorado Code Consulting has capably performed building inspections for Central City since 2003; and

WHEREAS, the Contractor represents it is qualified to perform the services requested by the City.

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

**Section 1.** The City Council hereby approves the attached professional services agreement with Colorado Code Consulting, LLC and authorizes the City Manager to execute said agreement, as provided in the attached **Exhibit A**.

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

ADOPTED THIS 5<sup>th</sup> DAY OF JANUARY, 2016.

**CITY OF CENTRAL, COLORADO**

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

**ATTEST:**

**APPROVED TO FORM:**

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

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

**EXHIBIT A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**COLORADO CODE CONSULTING, LLC**

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR CITY OF CENTRAL, COLORADO**

Parties:

**Consultant:** Colorado Code Consulting, LLC, 4610 Ulster, Suite 150, Denver, CO 80237; and

**Client/City:** City of Central, 141 Nevada Street, P.O. Box 249, City of Central, CO 80427

Colorado Code Consulting, LLC. (Consultant) and the City of Central, Colorado, a home rule municipal corporation ("City") hereby enter into this Agreement for Professional Services, pursuant to which the Consultant will perform the following services for the compensation set forth below, subject to the General Conditions which are attached hereto as **Exhibit A** and made a part of this Agreement.

**Scope of Services:** As directed by the City Manager, perform professional building code, building inspection/plan review, and elevator inspection services within the City of Central including services in accordance with the attached scope of services - **Exhibit B**; and perform other services as agreed by the Client and the Consultant. Nothing in this Agreement is intended to limit or prevent the parties from entering into other or additional agreements for the performance of specific consulting services for the Client.

**Compensation:** Compensation to be based on per hour charges as identified in the attached **Exhibit C** Schedule of Charges. Increases in compensation shall be subject to the approval of the Client and shall be made by written amendment of this agreement.

**Term:** The Term of this Agreement shall commence upon City approval, as indicated below and provided that the Contractor has executed the Agreement and shall terminate on or before December 31, 2016, unless otherwise extended by mutual written agreement of the Parties.

The following additional attachments are made a part of this Agreement: **Exhibit A:** "General Conditions" (marked as pages 2-5); **Exhibit B** "Scope of Services," **Exhibit C** "Fee Schedule."

IN WITNESS WHEREOF, Colorado Code Consulting, L.L.C. and the City have made and executed this Agreement.

**Colorado Code Consulting, LLC.**

**City of Central**

By:   
\_\_\_\_\_  
Stephen Thomas,  
Title: President

By: \_\_\_\_\_  
Ron Engels  
Title: Mayor

Date: December 29, 2015

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

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

## EXHIBIT A GENERAL CONDITIONS

This Agreement is comprised of a Coversheet, these General Conditions (**Exhibit A**), and **Exhibits B & C**. If there is a conflict between these General Conditions and any other exhibit, the General Conditions shall govern.

### SECTION 1: CONSULTANT'S RESPONSIBILITIES

**1.1** Consultant agrees to provide the professional services for the City of Central as described in the cover sheet of this Agreement and the Scope of Services, **Exhibit B**. In performing such services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the same profession practicing in the state of Colorado. The Consultant shall comply with all applicable federal, state, and local laws and regulations in the performance of the services unless otherwise expressly instructed in writing by the Client.

**1.2** Consultant and its representatives will perform all services as an independent contractor, and shall not be deemed, by virtue of this Agreement, to have entered into any partnership, joint venture or other relationship with the Client. The Client shall not be obligated to secure and shall not provide any insurance coverage or employment benefits of any kind or type to Consultant, its representatives or sub-consultants, including but not limited to local, state or federal income or other tax contributions, workers' compensation, disability, or retirement contributions. Consultant shall designate one or more persons as its representative who shall have complete authority to transmit instructions, receive information, and to carry out the Client's policies and decisions with respect to the services.

**1.3** Unless otherwise agreed to in writing between the parties, Consultant's duties do not include supervising the Client's contractors or

commenting on, overseeing, or providing the means and methods of their work, including job safety. Consultant will not be responsible for the failure of the Client's contractors to perform in accordance with their undertakings, and the providing of services by Consultant shall not relieve others of their responsibility to the Client or to others.

**1.4** If either party's performance is delayed due to factors beyond the party's reasonable control, or if project conditions or the scope of work change, the party will give timely written notice of the change and, if approved by the other party in writing, an equitable adjustment of compensation will be made as agreed to by the parties.

**1.5** Consultant and those persons acting on behalf of the Consultant in the performance of the services shall review and become fully familiar with those provisions of federal, state and local laws applicable to the services, including the Municipal Code for the City of Central (the City Code) as it may be amended from time to time. The Client will provide at least one copy of the applicable local laws referenced in this Paragraph to Consultant and will provide updates of such laws within a reasonable time following any amendment by the Client.

**1.6** Employment of or Contracts with Illegal Aliens: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant 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, Consultant certifies that it has verified, or attempted to verify, through participation in the basic pilot program that Consultant does not employ any illegal aliens. If the Consultant is not accepted into the basic pilot program, Consultant shall apply to participate in the basic pilot program every three months until

Consultant is accepted, or this Agreement had been completed, whichever is earlier. Consultant is prohibited from using the basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to notify the subcontractor and the Client within three (3) days that Consultant has actual knowledge that a subcontractor is employing or contracting with an illegal alien. Consultant 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 Consultant's actual knowledge. Consultant shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Consultant is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If Consultant violates this provision, the Client may terminate this Agreement, and Consultant may be liable for actual and/or consequential damages incurred by the Client, notwithstanding any limitation on such damages provided by such Agreement.

## **SECTION 2: CITY'S RESPONSIBILITIES**

**2.1** Client designates the City Manager or such other person designated in writing by the City Manager, as the person to act as the Client's representative with respect to the services. The Client's representative or designee shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the services. Such representative or designee shall not have authority to amend, waive, alter, or revise any term or condition of this Agreement.

**2.2** Client agrees to provide the Consultant with all known information, conditions, standards, criteria and objectives which affect the services, and Consultant shall be able to rely on the accuracy of such information. Consultant shall advise the Client when Consultant has reason to believe that the information, conditions, standards, criteria, and objectives are different than that expressed by the Client.

**2.3** Where the Client has ownership or control of a site which is the subject of services, Client agrees to provide Consultant with reasonable access to the site upon request of Consultant, if necessary to complete the Consultant's services.

**2.4** Client will examine all studies, reports, sketches, drafts or other documents prepared by the Consultant, if any, for Client's review in a timely manner, and generally render decisions and provide information in such a manner as to prevent delay of the services.

**2.5** Client shall be responsible for informing Consultant of the presence of any hazardous or potentially hazardous materials on any site subject to services if known to Client. Under no circumstances shall Consultant be responsible for the release, handling, treatment, storage or disposal of hazardous materials.

## **SECTION 3: DOCUMENTS AND REPORTS**

**3.1** Documents, diagrams, sketches, surveys, computer files, working drawings, project records, and any other materials created or prepared by the Consultant as part of its performance of this Agreement (the "Work Product") are instruments of the Consultant service for use solely with respect to the Client's project or work, and the Client shall retain ownership rights. Consultant shall provide originals or copies of Work Product to Client promptly upon request and the Client may retain and use such copies in connection with Client's maintenance, repair, and

operation of a project or in the performance of any other necessary or desired activity, function, or action related to any project. Consultant shall not be held liable for reuse by Client of such Work Product for any other project or purpose other than those intended under the project for which the Work Product was prepared.

**3.2** Project records and Work Product will be retained by Consultant for a period of five (5) years following completion of the services. Project financial records will be retained for a period of three (3) years. Client understands that any Work Products prepared or provided on electronic media have a limited duration and require use of compatible software and hardware which may become unavailable over a period of time. Prior to the Consultant's disposal or destruction of any Work Product, Consultant shall notify Client in writing and, if the Client so instructs, Consultant shall have such Work Product delivered to the Client upon the payment by the Client of the reasonable and actual expense of such delivery. Following any notice that any Work Product is scheduled for disposal or destruction, the Consultant shall provide to the Client a reasonable opportunity to inspect such Work Product in order to permit the Client to determine whether the Work Product should be retained by the Client.

#### **SECTION 4: COMPENSATION**

**4.1** Consultant's pricing of the services is predicated upon the Client's acceptance of the conditions and allocations of risks and responsibilities described in this Agreement. An estimate or statement of cost for any service is not a firm figure unless stated as such. Consultant shall use its best efforts to perform services within the amount of any estimate or statement of costs and shall promptly notify the Client in writing when it becomes known to the Consultant that an estimate or statement of costs will be exceeded. Such notice shall include an explanation of the reasons that the estimate of statement of costs may be exceeded.

Consultant expressly understands and agrees that the Client shall not be obligated to and shall not pay any amount which is in excess of an estimate or statement of cost unless such payment in excess of the estimate or statement of cost is approved in writing executed by the Client and the Consultant's authorized representative.

**4.2** RESERVED. There are no reimbursables listed in **Exhibit C**.

**4.3** Consultant will submit a monthly invoice to Client or upon completion of the work after each event. Client will pay the balance stated in the invoice within thirty (30) days, unless Client informs the Consultant in writing of objections to the invoice within the thirty day period. Upon request by the Client and following Consultant's receipt of payment for any invoice, Consultant shall cause to be promptly delivered to the Client a fully executed lien waiver in a form approved by the Client. Consultant acknowledges that the Client is a public municipal corporation and may officially act only through its elected City Council during scheduled public meetings or through its properly authorized City employees or officials; therefore, the Client may be delayed in authorizing payment of any invoice as a result of unforeseen events or irregularities in meetings and in setting meeting schedules, including but not limited to holidays or lack of a quorum of City Council members necessary to approve payment of invoices.

**4.4** Any invoiced amounts which are not contested by the Client and which are outstanding and owing after sixty days will bear interest at the rate of 1% per month (12% per annum) from the sixty-first (61<sup>st</sup>) day following the date of the invoice, until paid. Payment shall be deemed made upon hand delivery to any employee of Consultant or upon deposit of such payment in the U.S. Mail, first class postage pre-paid, addressed to the Consultant at the address identified above.

**4.5** Where permitted by law, the prevailing

party shall be entitled to recover reasonable attorneys' fees, dispute resolution fees, court costs and other expenses incurred in the collection of any amounts due to a material breach under this Agreement.

4.6 Only if Consultant provides at least ten (10) days written notice to the Client of Consultant's intent to temporarily cease performance for non-payment by Client, Consultant may temporarily cease to perform the services or elect to terminate this Agreement if invoiced amounts are unpaid sixty (60) days after the date of any invoice.

#### **SECTION 5: RISK, DISPUTES AND DAMAGES**

5.1 The parties agree that all disputes between them will be submitted to a mutually agreeable neutral mediator, as a condition precedent to litigation or other remedies provided by law. The fee and costs of the mediator shall be apportioned equally between the parties. Failure to retain a mutually agreeable neutral mediator within sixty days of notice of a dispute shall void any requirement to seek mediation imposed by this section 5.1. The findings, results, or recommendation of any mediator shall not be binding on the parties.

5.2 Neither party will be liable to the other for special, incidental, consequential or punitive losses or damages, including but not limited to damages resulting from delay, loss of use, loss of profits or revenue, or cost of capital.

5.3 Consultant will maintain general liability, automobile liability, workers compensation and professional liability insurance policies as follows:

Worker's Compensation – As required by applicable state statute;

Commercial General Liability – \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate;

Automobile Liability – \$1,000,000 combined single limit for bodily injury and property damage; and

Professional Liability – \$1,000,000 each claim and in the aggregate.

Certificates of insurance will be provided to the City upon request.

#### **SECTION 6: MISCELLANEOUS PROVISIONS**

6.1 These General Conditions, the Agreement coversheet, and any referenced Exhibits constitute the entire Agreement between the parties and supersedes any prior agreements and any purchase order conditions.

6.2 Neither party may assign this Agreement without the written consent of the other party. Consultant may enter into subcontracts for portions of the work upon notice to and prior written approval of the Client. The Client shall not pay any costs associated with subcontracting of services unless and until such subcontracting is approved by the Client in writing.

6.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party. No third party beneficiaries, express or implied, are intended by this Agreement.

6.4 This Agreement shall be interpreted according to the law of the state of Colorado. Venue for any action shall be in the appropriate court for Gilpin County, Colorado.

6.5 Each provision of this Agreement is intended to be severable. If any provision of this Agreement is declared illegal or invalid for any reason, such illegality or invalidity shall not affect the remainder of this Agreement.

6.6 This Agreement may be terminated in writing without cause or reason by either party upon ten (10) days written notice. Client shall

pay Consultant all fees and reimbursable expenses incurred up to the date of termination unless such fees or expenses are subject to dispute or contest as provided by paragraph **4.3 and 4.4**. Client may instruct Consultant to cease any or all work pending the expiration of the ten day period of termination.

**6.7** Nothing in this Agreement is intended to waive any protection afforded to the Client by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Clients, its officials, and employees.

**EXHIBIT B**  
**SCOPE OF SERVICES**

A. Building Plan Review Services.

- 1) Coordinate and conduct the review of the construction documents for the new and existing projects in the City of Central within time frames established by the City. The plan reviews will be conducted using the construction codes adopted by and in effect in the City. All aspects of the project will be reviewed for conformance with the building, mechanical, plumbing, energy, fuel gas, fire, elevator and escalator safety, and electrical codes as adopted by and in effect in the City. The structural portion of the documents will be evaluated for conformance with acceptable design standards.
- 2) Develop a plan review report outlining the necessary changes to bring the construction documents into compliance with the applicable codes. When construction documents have been found to comply with the codes, the permit application will be processed so a building permit can be issued.
- 3) Meet with the designer/contractor before, during and after the plan review to clarify and assist in bringing the plans into compliance with the applicable codes, if necessary.
- 4) Conduct review of deferred submittals such as fire sprinkler, fire alarm drawings, through penetration fire stopping, etc.
- 5) Timely review plan revisions during the construction of the project for compliance with the applicable codes.
- 6) Review alternate design and material submittals and administrative modifications requests.

B. Building Inspection Services.

- 1) Develop an outline of operation and coordination with the city to achieve the most effective and responsible approach to providing building inspections for new projects. Conduct inspection in accordance with the construction codes adopted by and in effect in the City of Central.
- 2) Receive and schedule inspection requests from contractors. A voice mail system of inspection requests may be used for receiving such requests.
- 3) Conduct inspections required by the adopted construction codes adopted by the city. Other inspections normally conducted by the building department will also be conducted.
- 4) Conduct Grant Evaluation Inspections for the Historical Society as required by the City.
- 5) Produce a written inspection report for each inspection conducted at the site. A copy of the inspection report will be given to the contractor and to the city manager on a weekly basis. The report will show the result of the inspection and a list of any discrepancies found during the inspection.

- 6) Conduct follow-up inspections to confirm that corrections noted in previous inspections were corrected for conformance with applicable building codes as needed. An inspection report will be generated and distributed as noted above.

C. Elevator plan review and inspection services.

On call, as needed plan review and inspection services for new elevators, escalators, moving walks and other conveyances in commercial, institutional and residential construction, routine inspections of installed in-service elevators, escalators, moving walks or other conveyances as required.

Routine inspection of an elevator includes, but is not limited to checking the following systems and components for normal operation:

1. *Elevator Equipment Room:*

Confirm current safety tests, controller wiring & grounding, presence of jumpers, wiring from mainline disconnect to controller, room lighting, operating temperatures, fire extinguisher, room condition and closing and locking operation of the machine room door.

Traction elevator – condition of hoist machine, sheave, governor and hoist/governor ropes.

Hydraulic elevator – condition of pump unit, belts, oil line and shut-off valve.

2. *Elevator Car:*

Check operation of door detection system, door closing force, emergency communication, emergency light and alarm, door open/close cycles, run/stop switch, car or hall lanterns, car position indicator, consistency of leveling, cab finishes, handrail and lighting.

3. *Elevator Hoistway:*

Check operation of cartop inspection station, lighting, service receptacles, access panel, limit switches, interlocks, door closers, door operator and belts, gate switch, door restrictor, selector, rails and guides.

Traction elevator – condition of hoist ropes and governor rope, condition of hoist rope at terminations, counterweights and carriage.

4. *Elevator Pit:*

Check stop switch, access, sump cover, car buffers, lighting, service receptacles, car guides and housekeeping.

Traction elevator – safety plank, counterweight buffers, governor sheave and tail-weight.

Hydraulic elevator – oil line condition, supports, shut-off valve and pit can.

5. *Other items as required by City Adopted Codes.*

## **INCLUDED PRIMARY SERVICES**

1. Confirm execution of annual safety test, performed by a qualified contractor, including "no load", "full load" and "pressure relief" tests.
2. General safety inspection of existing elevators/lifts twice per year. Internal and external safety inspection of existing escalators once per year. Inspections shall be in compliance with the Colorado Elevator and Escalator Certification Act, Title 9, Article 5.5, Colorado Revised Statutes.
3. Notify the owner, contractor if applicable and the City/County of any deficiencies of equipment found during inspection and re-inspection until all deficiencies are corrected.
4. Terminate elevator/escalator operation immediately upon discovery of life safety hazards and provide re-inspection until the conveyance can safely be returned to service.
5. Issue Stop Work Order to the contractor, with a copy to the City, for work being performed on an elevator/escalator without a valid permit issued by the City/County.
6. Provide timely inspection results to City/County representative to facilitate issuance of annual Certificate of Inspection.
7. Perform plan review for new residential and commercial conveyances and perform inspection of new installations until conveyance is deemed ready for service.
8. Schedule 5 year witnessed safety test with the maintenance contractor and owner to allow owner's staff to observe the testing process.
9. Provide a timely response to requests for inspection and plan review services and complete the required inspection process on a schedule agreed upon by all Parties.
10. Inspector credentials must be maintained "up to date" with confirmation provided to the City/County as credentials are renewed annually.

**EXHIBIT C – Fee Schedule**

**Residential Projects and Commercial Projects with a Valuation Less than \$1,000,000**

Service	Fee
Plan Review Fee	80% of the plan review fee collected by the city
Inspections Fee	90% of the permit fee collected by the city
Reinspection Fee	\$100.00 per inspection
Grant Evaluation Inspections	50.00 per inspection
After Business Hours Inspections	\$150.00 per inspection
Administrative, Consulting and Additional Services	\$125.00 per hour

**Commercial Projects with a Valuation of \$1,000,000 or More**

Service	Hourly Rate
Plans Analyst	\$125.00
Structural Plan Review	Actual Cost + 10%
Building/Combination Inspector	\$125.00
Electrical Inspector	\$125.00
After Business Hours Inspections	\$150.00
Administrative, Consulting and Additional Services	\$125.00
Clerical	\$55.00

**Elevator/Escalator Inspection Services**

Inspection Type	Jurisdiction Cost	Inspection Frequency
Elevator Annual Certification Inspection (Hydraulic or Traction) Follow-up inspection as required	\$200.00	Twice per year
Escalator Annual Certification Inspection (Internal or External – including witnessed step skirt index) 8 hr. allowance*	\$1,100	Once per year
Commercial Elevator or Escalator – Includes plan review, 2 progress inspections and final acceptance inspection		
New Installation or Major Modernization/Alteration**	\$825.00	Per unit
Minor Modernization/Alteration***	\$550.00	Per unit
New Residential Elevator, Platform Lift or Dumbwaiter Includes plan review, 1 progress inspection and final acceptance inspection	\$550.00	Per unit
Special inspections not otherwise covered – e.g. construction use, stair chair, incident investigation, hourly witnessing or limited scope modernization	\$110.00	Per hour
5 Year Hydraulic Witnessed Test (1.5 hour allowance*)	\$200.00	Per unit
5 Year Traction Witnessed Test (4 hr. allowance*)	\$500.00	Per unit

\*additional time billed at \$110.00 per hour.

\*\* Major modernization – controller, signal fixtures, power unit, rotating equipment, drive (multiple components)

\*\*\*Minor modernization – cab finishes, valve, power unit, door operator, etc.



## AGENDA ITEM # 11

### CITY COUNCIL COMMUNICATION FORM

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**FROM:** Sam Hoover, Public Works Director

**DATE:** January 5, 2016

**ITEM:** Resolution No. 16-04: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING EXTENSIONS OF ENGINEERING-RELATED PROFESSIONAL SERVICE AGREEMENTS (JVA, INC., DEERE & AULT CONSULTANTS, INC., AND W2 ENGINEERS, LLC)

**NEXT STEP:** A motion to approve Resolution 16-04

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ORDINANCE  
 MOTION  
 INFORMATION

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**I. REQUEST OR ISSUE:**

Staff is requesting Council to approve the extensions of Engineering-Related Professional Services Agreements for JVA, Inc. (for City engineering services), Deere & Ault Consultants, Inc. (for on-call water rights related engineering services), and W2 Engineers, LLC (for on-call water engineering services ).

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

Staffs recommendation is to approve the PSA's for JVA, Inc., Deere and Ault Consultants, Inc., and W2 Engineers, LLC.

**III. FISCAL IMPACTS:**

There are no retainer fees for these agreements. Fees collected based on the on call services provided with not to exceed amounts.

**IV. BACKGROUND INFORMATION:**

Based on each of the consultant's satisfactory performance and the ongoing need for engineering and water engineering services, the City desires to extend the term of the Prior Agreements through December 31, 2016 for the specific not to exceed ("NTE") compensation amounts specifically set forth in Section 1 of this Resolution below..

**V. LEGAL ISSUES:**

None

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

None

**VII. SUMMARY AND ALTERNATIVES:**

Council may take one of the following actions:

- Approve as presented
- Deny
- Amend



**CITY OF CENTRAL, COLORADO  
RESOLUTION NO. 16-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,  
COLORADO APPROVING EXTENSIONS OF ENGINEERING-RELATED  
PROFESSIONAL SERVICE AGREEMENTS (JVA, INC., DEERE & AULT  
CONSULTANTS, INC., AND W2 ENGINEERS, LLC)**

**WHEREAS**, the City of Central (“City”) is authorized to enter into contracts for the performance of general municipal governance and services; and

**WHEREAS**, the City has entered into professional service agreements with each of JVA, Inc. (for City engineering services), Deere & Ault Consultants, Inc. (for on-call water rights related engineering services), and W2 Engineers, LLC (for on-call water engineering services ) (together, the “Prior Agreements”); and

**WHEREAS**, based on each of the consultant’s satisfactory performance and the ongoing need for engineering and water engineering services, the City desires to extend the term of the Prior Agreements through December 31, 2016 for the specific not to exceed (“NTE”) compensation amounts specifically set forth in Section 1 of this Resolution below.

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

**Section 1.** The City Council hereby: (a) approves an extension of the term of each of the Prior Agreements to December 31, 2016; (b) approves NTE compensation amounts as set forth below; and (c) authorizes the City Manager to execute written amendments to the Prior Agreements reflecting the extension of the term and adjusted compensation amounts for calendar year 2016, following the review and approval of such amendments by the City Attorney.

	<u>Services</u>	<u>NTE Compensation for 2016</u>
<u>JVA</u>	City Engineering services	\$50,000.00
<u>Deere &amp; Ault</u>	On-call water rights related engineering services	\$50,000.00
<u>W2 Engineers</u>	On-call water engineering services	\$10,000.00

**Section 2.** Except as authorized by this Resolution, the original terms and conditions of each of the Prior Agreements shall not be amended and shall remain in full force and effect for the remainder of the term, as extended herein to December 31, 2016.

**Section 3.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

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

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CENTRAL by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against this 5<sup>th</sup> day of January, 2016.

**CITY OF CENTRAL, COLORADO**

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

**ATTEST:**

**APPROVED TO FORM:**

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

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

**CITY OF CENTRAL  
PROFESSIONAL SERVICES AGREEMENT  
2016 EXTENSION**

**INDEPENDENT CONTRACTOR**

**Time & Material Basis**

Project/Services Name: **On-Call City Engineering Services**

**THIS PROFESSIONAL SERVICES AGREEMENT 2016 EXTENSION** extends the Professional Services Agreement entered into by and between **JVA, Inc.**, a Colorado corporation, whose business address is 47 Cooper Creek Way, Suite 328, Winter Park, Colorado 80482 (the "Consultant") and the **CITY OF CENTRAL, COLORADO**, a home rule municipality of the State of Colorado (the "City"), collectively referred to herein as the "Parties."

**RECITALS AND REPRESENTATIONS**

**WHEREAS**, the Parties entered into a Professional Services Agreement effective as of January 19, 2015 ("PSA"), pursuant to which the Consultant provides on-call City engineering services to the City; and

**WHEREAS**, Article 3 of the PSA contemplates that the term of the PSA may be extended by written agreement of the Parties; and

**WHEREAS**, the City desires to extend the PSA for calendar year 2016, such that the term thereof shall expire December 31, 2016.

**NOW, THEREFORE**, in accordance with Article 3 of the PSA, the Parties agree to extend the term of the PSA as follows:

**1.0 EXTENSION OF TERM.** The PSA shall be extended to terminate on December 31, 2016, unless further extended or terminated in accordance with its terms.

**2.0 2016 FEES AND CHARGES.** For 2016, fees shall be the same as set forth in Exhibit A attached hereto. Consultant agrees to provide the City Manager with updated certificates of insurance (as required by Sections 5.4.2 and 5.4.4 of the PSA) prior to providing any services to the City in calendar year 2016.

**3.0 NO FURTHER AMENDMENTS.** No other terms or conditions of the PSA are amended hereby.

**CITY OF CENTRAL, COLORADO**

By: \_\_\_\_\_  
Daniel Miera, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

REVIEWED BY (*Excluding Exhibits*):

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

CONSULTANT:

JVA, Inc., a Colorado corporation

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

Name: Kevin E. Vecchiarelli  
Title: Associate/Project Manager

EXHIBIT A

Consultant Hourly Rate Schedule



2016 HOURLY BILLING RATE SCHEDULE  
CIVIL ENGINEERING DEPARTMENT

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<b>Position:</b>	<b>Rate:</b>
Principal	\$140 - \$172
Project Manager	\$124 - \$132
Senior Project Engineer	\$112 - \$116
Senior Designer	\$104 - \$116
Project Engineer	\$108 - \$112
Design Engineer	\$100
CAD Designer	\$100
Administrative Support	\$88-\$92

Auto travel shall be reimbursed at \$.575 per mile. Costs for express delivery, airfare, car rental, meals, lodging, printing, copying, long distance calls and shipping shall be reimbursed at 1.1 times direct cost.





## AGENDA ITEM # 12

### CITY COUNCIL COMMUNICATION FORM

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**FROM:** Ray W. Rears, Community Development Director  
**CC:** Daniel Miera, City Manager  
**DATE:** January 5, 2016  
**ITEM:** Professional Services – Geographic Information Systems (GIS) Services  
**NEXT STEP:** Informational Only

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ORDINANCE  
 MOTION  
 INFORMATION

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#### I. REQUEST OR ISSUE:

In order to provide better access and more accurate mapping to Council, City staff, citizens and developers, the City has entered into a contract with Digital Data Services, Inc. to provide Geographic Information Systems (GIS) Services for the 2016 calendar year.

#### II. BACKGROUND INFORMATION:

A geographic information system will let us visualize, question, analyze and interpret data to understand relationships, patterns and trends. DDS has been contracted to provide these services for Gilpin County for the past few years. In that time they have greatly improved the parcel layers in terms of accuracy and amount of relevant information available to assist with making informed decisions.

##### Task 1: Data Creation

1. Create an accurate parcel coverage for the City.
2. Create an accurate city limits that illustrates all the annexations accurately.
3. Convert the Zoning maps into a GIS format.

##### Task 2: Central City Map Portal

1. Integrate the data from the County and Central City

Long-term Goals:

1. Provide a shared City-wide platform to share data related to water/sewer lines, historic designation, geologic hazards, building permits, easements, code enforcement, police or fire calls, parcel boundaries, environmental considerations, grant history, flood plain, other public records on file etc.

**III. FISCAL IMPACTS:**

City funds up to \$20,000 would be devoted to this project in the 2016 from the Community Development Department budget "Other Professional Services" line item.

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

Information Only

**V. LEGAL ISSUES:** None

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

**CITY OF CENTRAL  
PROFESSIONAL SERVICES AGREEMENT  
INDEPENDENT CONTRACTOR**

Project/Services Name: Geographic Information Systems (GIS) Services

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is entered into by and between **Digital Data Services, Inc.**, a Colorado corporation, whose business address is 7550 W. Yale Avenue, Suite B-200, Denver, Colorado 80227-3468, (the "Consultant") and the **CITY OF CENTRAL, COLORADO**, a home rule municipality of the State of Colorado (the "City"). The City and the Consultant may be collectively referred to herein as the "Parties."

**RECITALS AND REPRESENTATIONS**

**WHEREAS**, the City desires to have performed certain professional services including geographic information systems ("GIS") consulting services as described in this Agreement; and

**WHEREAS**, the Consultant represents that the Consultant has the skill, ability, and expertise to perform the services described in this Agreement; and

**WHEREAS**, the City desires to engage the Consultant to provide the services offered by the Consultant and described in this Agreement subject to the terms and conditions of the Agreement.

**NOW, THEREFORE**, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

**1.0 SERVICES AND PURPOSE OF AGREEMENT**

- 1.1 Services. The City desires to achieve, secure, receive, or obtain certain service(s) or work product(s) as more specifically described in the scope of services attached hereto as **Exhibit A** (the "Services"). As an independent contractor, the Consultant offers to perform and/or deliver the Services in accordance with the terms and conditions of this Agreement. The Parties recognize and acknowledge that, although the City has requested certain general GIS services to be performed or certain work product to be produced, the Consultant has offered to the City the process, procedures, terms, and conditions under which the Consultant plans and proposes to achieve or produce the services and/or work product(s) and the City, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.
- 1.2 City Representative. The City assigns the City Manager as the City Representative for this Agreement. The City Representative will monitor the Consultant's progress and performance under this Agreement and shall be available to the Consultant to respond to questions, assist in understanding City policies, procedures, and practices, and supervise the performance of any City obligations under this Agreement.
- 1.3 Changes to Services. Any changes to the Services that are mutually agreed upon between the City and the Consultant shall be made in a formal writing referencing this Agreement and, only upon execution by both Parties of such formal writing, shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Consultant and by the City or by a person

expressly authorized in writing to sign on behalf of the City. Changes to the Services or to this Agreement shall not be made through oral agreement or electronic mail messages.

## 2.0 COMPENSATION

2.1 Commencement of and Compensation for Services. Following execution of this Agreement by the City, the Consultant shall be authorized to commence performance of the Services as described in Exhibit A, subject to the requirements and limitations on compensation as provided by this Section 2.0 and its subsections. **MAXIMUM COMPENSATION under this Agreement is \$20,000.00** unless and until a duly executed amendment reflecting any additional compensation is authorized as set forth in Section 10.12.

A. Method of Compensation. The Consultant shall perform the Services and shall invoice the City for work performed in accordance with the applicable hourly rate(s) set forth in Exhibit B.

B. Reimbursable Expenses. The following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the City without administrative mark-up but which must be accounted for by the Consultant and proof of payment shall be provided by the Consultant with the Consultant's monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the Internal Revenue Service as a deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the City as to dates and maximum amount) (see Exhibit B)

C. Non-reimbursable Costs, Charges, Fees, or Other Expenses. Any fee, cost, charge, or expense incurred by the Consultant not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Consultant and shall not be billed or invoiced to the City and shall not be paid by the City.

D. Increases in Compensation or Reimbursable Expenses. Any increases or modification to the compensation or reimbursable expenses shall be subject to the approval of the City and shall be made only by written amendment of this Agreement executed by both Parties.

2.2 Payment Processing. The Consultant shall submit invoices and requests for payment in a form acceptable to the City. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the City. Unless otherwise directed or accepted by the City, all invoices shall contain sufficient information to account for all appropriate measure(s) of Consultant work effort (e.g., task completion, work product delivery, or time) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Consultant's invoice, the City shall promptly review the Consultant's invoice. All City payments for Services rendered pursuant to this Agreement shall be issued in the business name of Consultant only, and in no event shall any such payments be issued

to an individual. In no event shall any City payments to Consultant be in the form of or based upon a salary or an hourly rate.

- 2.3 City Dispute of Invoice or Invoiced Item(s). The City may dispute any Consultant compensation and/or reimbursable expense requested by the Consultant described in any invoice and may request additional information from the Consultant substantiating any and all compensation sought by the Consultant before accepting the invoice. When additional information is requested by the City, the City shall advise the Consultant in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The City shall pay the Consultant within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the City disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the City shall be deemed made and completed upon hand delivery to the Consultant or designee of the Consultant or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Consultant.

### **3.0 CONSULTANT'S REPRESENTATIONS AND OFFERED PERFORMANCE**

The Consultant offers to perform the Services in accordance with the following Consultant-elected practices and procedures. By this Agreement, the City accepts such offer and the following are hereby made part of the terms and conditions of this Agreement:

- 3.1 General. The Consultant shall become fully acquainted with the available information related to the Services. The Consultant shall affirmatively request from the City Representative and the City such information that the Consultant, based on the Consultant's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services. The Consultant shall promptly inform the City concerning ambiguities and uncertainties related to the Consultant's performance that are not addressed by the Agreement. The Consultant shall provide all of the Services in a timely and professional manner. The Consultant shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.
- 3.2 Independent Contractor. The Consultant 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. This Agreement does not require the Consultant to work exclusively for the City. This Agreement shall not be interpreted as the City dictating or directing the Consultant's performance or the time of performance beyond a completion schedule and a range of mutually agreeable work hours, but shall be interpreted as the Consultant's offer and City acceptance of terms and conditions for performance. The Consultant's business operations shall not be combined with the City by virtue of this Agreement, and the City will not provide any training to Consultant, its agents, or employees beyond that minimal level required for performance of the Services. The Parties acknowledge that the Consultant may require some assistance or direction from the City in order for the Services to meet the City's contractual expectations. Any provisions in this Agreement that may appear to grant the City the right to direct or

control Consultant or the Services shall be construed as City plans or specifications regarding the Services.

Subject to conformance with City-adopted policies and procedures and full conformance with Consultant's representations set forth in this Agreement, the Consultant shall have and maintain the requisite judgment, discretion, and responsibility for and control of the performance of the Services, the discipline of the Consultant's employees and other matters incidental to the performance of the Services, duties and responsibilities as described and contemplated in this Agreement. Consultant shall provide and bear the cost of all tools, and any other items, wages, or services required in the performance of the Services, and the City shall not provide any other assistance or benefits to Consultant for performance of the Services under this Agreement.

The Parties recognize and understand that some level of direction and supervision by the City is necessarily involved in successfully implementing City policies and procedures and in administering this Agreement, but the Parties each understand that the Consultant shall bear the burden and shall advise the City in writing of any conflict or inconsistency between the City's direction or supervision and the Consultant's legal status as an independent contractor.

The Consultant, by execution of this Agreement and having received such counsel and advice as deemed appropriate by the Consultant, represents to the City that this Agreement does not create a partnership, joint venture, employer/employee or other relationship with the City other than that of an independent contractor and the Consultant understands that the City shall reasonably rely upon such representation in the City's execution of this Agreement.

- 3.3 Liability for Employment-Related Rights and Compensation. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Consultant will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Consultant's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Consultant's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

The City will not include the Consultant as an insured under any policy the City has for itself. The City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Consultant or the Consultant's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement

account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

**CONSULTANT ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONSULTANT OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONSULTANT FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONSULTANT ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.**

To the maximum extent permitted by law, the Consultant waives all claims against the City for any Employee Benefits; the Consultant will defend the City from any claim and will indemnify the City against any liability for any Employee Benefits for the Consultant imposed on the City; and the Consultant will reimburse the City for any award, judgment, or fine against the City based on the position the Consultant was ever the City's employee, and all attorneys' fees and costs the City reasonably incurs defending itself against any such liability.

- 3.4 Interaction with Public. The Consultant recognizes that its conduct during the performance of the Services hereunder reflects upon its reputation in the community as well as upon the public perception of the City. Therefore, the Consultant offers and warrants to the City that the Consultant, its agents and employees will conduct all of their interactions with the citizens and the public relating to the performance of the Services hereunder in such a manner as to provide customer service that reflects positively upon its reputation and the City's public image.
  
- 3.5 Personnel Issues. The Parties recognize and understand that certain key personnel, such as those individuals employed by the Consultant to manage, supervise, direct, or plan for providing the Services contemplated by this Agreement, can have an impact on the favorable outcome of the project and on the stewardship of City funds toward providing the Services. Subject to such recognition and understanding, the Consultant warrants that it will employ key personnel that will provide the Services in a professional manner. In the event the City Manager becomes dissatisfied with the professionalism of the performance of a Consultant employee providing Services under this Agreement, utilizing an objective standard based upon the Consultant's representations and City specifications regarding the Services, which may include, but is not limited to, behavior which brings discredit upon the City, the Consultant offers the City the following process by which the Consultant will resolve the City Manager's dissatisfaction. The City Manager shall have the option of, in her or his sole discretion, providing timely notification to the Consultant of such dissatisfaction. The notification may include the known facts which give rise to the problem, and may include a request by the City that the Consultant consider a transfer or reassignment of such employee out of service to the City when such employee is failing to perform the Services in a professional and effective manner. Thereafter, representatives of the Consultant and the City Manager shall meet to discuss possible remedies the Contactor might voluntarily offer to address the problems experienced by the City. The Consultant shall act within thirty (30) calendar days and in good faith to resolve any problems

experienced by the City. If problems persist after the Consultant has taken such action in good faith, and provided the City Manager has notified the Consultant of the City's continuing dissatisfaction in accordance with this Section, the Consultant will offer to remove any Consultant employee from performing any work for the City, to reasonably limit, in any manner, the work done for the City by any Consultant employee, or to transfer or reassign any of its employees out of service to the City or to a different position acceptable to the City Manager. Upon the City Manager's acceptance of such offer, the Consultant will transfer permanently or reassign any Consultant employee as soon as reasonably possible. By its signature to this Agreement, the City accepts the Consultant's offer of this process. Nothing in this Agreement shall be construed to abrogate in whole or in part the right of the Consultant to hire, discipline, terminate, assign or otherwise manage or control its workforce.

- 3.6 Subcontractors. The Consultant shall not use any subcontractor(s) to perform any of the Services, unless approved in advance and in writing by the City Manager.
- 3.7 Standard of Performance. In performing the Services, the Consultant warrants that it shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by highly competent members of the same profession practicing in the State of Colorado. The Consultant represents to the City that the Consultant is, and its employees or sub-contractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Consultant and employees possess the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Agreement. In addition, the Consultant warrants and represents that it will provide the Services in accordance with more specific standards of performance as are:

- included within Exhibit A; or
- attached to this Agreement as Exhibit \_\_\_\_\_; or
- not included and not attached.

The Consultant represents, covenants and agrees that the Services will be provided to the City free from any material errors. The Consultant's failure to meet or exceed any of the foregoing standards and warranties may be considered a material breach of this Agreement and may be grounds for termination of the Agreement pursuant to Section 4.0 below, in addition to any other remedies as provided in Section 9.0 below.

- 3.8 Review of Books and Records. The Consultant shall promptly comply with any written City request for the City or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Consultant that are pertinent to the Consultant's performance under this Agreement for the purpose of the City performing an audit, examination, or other review of the Services.
- 3.9 Licenses and Permits. The Consultant shall be responsible at the Consultant's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.
- 3.10 Affirmative Action. The Consultant warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national

origin. The Consultant warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 3.11 Employment of or Contracts with Illegal Aliens. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Consultant 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 Consultant certifies as of the date of this Agreement that it does not knowingly employ or contract with an illegal alien who will perform work under this contract for Services and that the Consultant will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Consultant is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall be required to notify the subcontractor and the City within three (3) days that the Consultant has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Consultant 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 Consultant's actual knowledge. The Consultant 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 Consultant is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Consultant violates this provision, the City may terminate this Agreement, and the Consultant may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.

#### 4.0 TERM AND TERMINATION

- 4.1 Term. This Agreement shall be effective on the **1<sup>st</sup> day of January, 2016 at 12:01 a.m.**, (the "Effective Date") and shall terminate at **11:59 p.m. on December 31, 2016**, or on a prior date of termination as may be permitted by this Agreement.
- 4.2 Continuing Services Required. The Consultant shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Consultant shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council, City Manager, the City Representative, or other City employee expressly authorized in writing to direct the Consultant's services.
- 4.3 City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Consultant at least ten (10) days prior

to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

A. Unless otherwise provided in any notice of termination, the Consultant shall provide no further services in connection with this Agreement after receipt of a notice of termination; and

B. All finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Agreement shall be delivered by the Consultant to the City and shall become the property of the City; and

C. The Consultant shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Consultant's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 4.3(A) above. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Consultant shall be submitted to or accepted by the City.

4.4 Termination for Non-Performance. 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 4.4, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Consultant shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Consultant shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this Section 4.4, nothing in this Section 4.4 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

4.5 Unilateral Suspension of Services. The City may suspend the Consultant's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Consultant which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Consultant shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.

4.6 Reinstatement of Services Following City's Unilateral Suspension. The City may at its discretion direct the Consultant to continue performance of the Services following suspension. If such direction by the City is made within (30) days of the date of

suspension, the Consultant shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, the Consultant may elect to: (1) provide written notice to the City that such suspension is considered a unilateral termination of this Agreement pursuant to Section 4.3; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the City an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the City, to provide written notice to the City that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement pursuant to Section 4.3. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

- 4.7 Delivery of Notice of Termination. Any notice of termination permitted by this Section 4.0 and its subsections shall be addressed to the person signing this Agreement on behalf of either City or Consultant at the address shown below or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

## 5.0 INSURANCE

- 5.1 Insurance Generally. During the term of this Agreement, the Consultant shall obtain and shall continuously maintain, at the Consultant's expense, insurance of the kind and in the minimum amounts specified as follows:

- The Consultant shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Consultant to be sufficient to meet or exceed the Consultant's minimum statutory and legal obligations arising under this Agreement ("Consultant Insurance"); or
- The Consultant shall secure and maintain the following ("Required Insurance"):
- Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.
  - Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of One Million Dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Consultant. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

- Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \_\_\_\_\_ Dollars (\$\_\_\_\_\_) each occurrence with respect to each of the Consultant's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
- Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant.

5.2 Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this Section 5.0 and its subsections, insurance shall conform to all of the following:

A. For both Consultant Insurance and Required Insurance, all policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Consultant; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Consultant shall not be an insured party for any City-obtained insurance policy or coverage.

B. For both Consultant Insurance and Required Insurance, the Consultant shall be solely responsible for any deductible losses.

C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

D. For Required Insurance, every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy or in the alternative, the Consultant shall provide such notice as soon as reasonably practicable and in no event less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

5.3 Failure to Obtain or Maintain Insurance. The Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section 5.0 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Agreement. Failure on the part of the Consultant to obtain and to

continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City immediately upon demand by the City, or at the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Consultant from the City pursuant to this Agreement.

- 5.4 Insurance Certificates. Prior to commencement of the Services, the Consultant shall submit to the City certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 5.0 and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the Project Name as identified on the first page of this Agreement. The City may request and the Consultant shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

## **6.0 CLAIMS, INDEMNIFICATION, HOLD HARMLESS AND DEFENSE**

- 6.1 Notices of Claim. A Party shall notify the other Party immediately and in writing in the event that a Party learns of a third-party claim or an allegation of a third-party claim arising or resulting from the Parties' performance or failure to perform pursuant to this Agreement. The Parties shall reasonably cooperate in sharing information concerning potential claims.
- 6.2 Claims Challenging City Law, Ordinance, Rule, or Policy/Procedure. In the event any claim is asserted by a third-party against the City and/or the Consultant alleging that any law, statute, ordinance, rule or approved City policy or procedure is unlawful, unconstitutional or otherwise improper, then:
- A. The Consultant shall not be entitled to and shall not defend such claim; and
  - B. The City may, at its sole discretion, elect to defend, not defend, settle, confess, compromise, or otherwise direct the manner in which such claim is addressed; and
  - C. The Consultant shall reasonably cooperate with the City in any City defense of such claim although the Consultant shall bear any cost or expense incurred by the Consultant in such cooperation, including but not limited to the Consultant's cost and expense incurred in consultation with its own legal counsel; and
  - D. Only if authorized by law and without waiving the provisions of the Colorado Constitution or the Colorado Governmental Immunity Act, the City shall indemnify and hold Consultant harmless for any damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of such claim.

6.3 Indemnification for Certain Claims. For any claim not within the scope of Section 6.2 above, Consultant expressly agrees to indemnify and hold harmless the City, and any of its council members, board members, commissioners, officials, officers, agents, contractors, attorneys, or employees from any and all damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any intentional, reckless, negligent or tortious conduct, error, omission, or act of commission by Consultant or any of its employees, agents, or others acting on Consultant's behalf in performance of the Services. Nothing in this Agreement shall be construed as constituting a covenant, promise, or agreement by the Consultant to indemnify or hold the City, its council members, board members, commissioners, officials, officers, agents, contractors, attorneys, or employees harmless for any negligence solely attributable to the City, its councils, boards, commissions, officials, officers, agents, contractors, attorneys, or employees. The Consultant's obligation to indemnify pursuant to this Section shall survive the completion of the Services and shall survive the termination of this Agreement.

6.4 Defense of Claims.

A. Claims Against Both the City and Consultant. In the event any claim is asserted by a third-party against both the City and Consultant arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the City shall be entitled to elect to defend such claim on behalf of both the City and Consultant subject to the provisions governing indemnification set forth in this Section. In the event that the City elects to defend such claim, the City shall consult with Consultant in such defense but the City is entitled to exercise its independent discretion in the manner of defense, including but not limited to the selection of litigation counsel and the discretion to settle, confess, compromise, or otherwise direct and dispose of any claim. In the event that the City elects to defend such claim, Consultant may at its own cost and expense elect to assume the defense of Consultant, in which case Consultant shall bear its own attorneys' fees, costs, and expenses in such defense and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

B. Claims Against Only One Party. In the event of any claim asserted by a third-party against only one Party to this Agreement arising out of any Party's performance of the Services which claim is not within the scope of Section 6.2 above, the Party shall be entitled to elect to defend such claim on behalf of such Party subject to the provisions governing indemnification set forth in this Section. Where appropriate, the defending Party may also elect to join the other Party through third-party practice or otherwise in accordance with the Colorado Rules of Civil Procedure or other applicable rules, in which case the joined Party may defend such claim subject to indemnification pursuant to this Section. In the event that a Party elects to intervene voluntarily in any claim asserted against the other Party arising out of any Party's performance of the Services or any claim that any law, statute, ordinance, rule or approved City policy or procedure is unlawful, unconstitutional or otherwise improper, the intervening Party shall bear its own attorneys' fees, costs, and expenses in such intervention and such fees, costs, and expenses shall not be subject to indemnification pursuant to this Section.

## 7.0 RECORDS AND OWNERSHIP OF DOCUMENTS

- 7.1 Retention and Open Records Act Compliance. All records of the Consultant related to the provision of Services 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 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. Consultant agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant'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 records produced or created as a result of this Agreement. Nothing contained herein shall limit the Consultant's right to defend against disclosure of records alleged to be public.
- 7.2 City's Right of Inspection. The City shall have the right to request that the Consultant provide to the City a list of all records of the Consultant related to the provision of Services hereunder retained by the Consultant in accordance with this subsection and the storage location and method. Consultant agrees to allow inspection at reasonable times by the City of all documents and records produced or maintained in accordance with this Agreement.
- 7.3 Ownership. Any work product, materials, and documents produced by the Consultant 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 work used or provided by the Consultant to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. 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 Consultant waives any right to prevent its name from being used in connection with the Services.
- 7.4 Return of Records to City. At the City's request, upon expiration or termination of this Agreement, all records of the Consultant related to the provision of Services 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.

## 8.0 FORCE MAJEURE

Neither the Consultant 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.

## 9.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Consultant substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Consultant. The remedial actions include:

- A. Suspend the Consultant's performance pending necessary corrective action as specified by the City without the Consultant's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
- B. Withhold payment to the Consultant until the necessary services or corrections in performance are satisfactorily completed; and/or
- C. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Consultant, cannot be performed, or if performed would be of no value to the City; and/or
- D. Terminate this Agreement in accordance with this Agreement; and/or
- E.  Other remedies as may be provided by attached addendum or addenda.

The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

## 10.0 MISCELLANEOUS PROVISIONS

- 10.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- 10.2 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

- 10.3 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 10.3 shall not authorize assignment.
- 10.4 No Third-party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of Consultant. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 10.5 Article X, Section 20/TABOR. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City of Central, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.
- 10.6 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Gilpin County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.
- 10.7 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 10.8 Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Consultant without the express written consent of the City. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by the City through the authorizing agent executing this Agreement. No assignment shall release the Consultant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

- 10.9 Interpretation and Mutual Negotiation. It is the intent of the Parties that this Agreement shall in all instances be interpreted to reflect the Consultant's status as an independent contractor with the City and that in no event shall this Agreement be interpreted as establishing an employment relationship between the City and either Consultant or Consultant's employees, agents, or representatives. The Parties agree that this Agreement is the result of mutual negotiation between the Parties and that the Agreement shall not be construed against the City on grounds relating to drafting, revision, review, or recommendation by any agent or representative of the City. The Parties further agree that all warranties in this Agreement are made by the Consultant to induce the City to accept the Consultant's offer to enter into this Agreement and have been incorporated into the Agreement at the Consultant's request.
- 10.10 Paragraph Captions. The captions of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 10.11 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.
- 10.12 Integration and Amendment. This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the City and the Consultant.
- 10.13 Severability. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 10.14 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.
- 10.15 Notices. Unless otherwise specifically required by a provision of this Agreement, any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

**If to the City:**

**If to Consultant:**

City Manager Central City 141 Nevada Street / P.O. Box 249 Central City, Colorado 80427	Digital Data Services, Inc. Attn: Tom Neer 7550 W. Yale Avenue, Suite B-200 Denver, Colorado 80227-3468
With Copy to: City Attorney City of Central c/o Widner, Michow & Cox, LLP 13133 E. Arapahoe Road, Suite 100 Centennial, Colorado 80112	

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

**11.0 AUTHORITY**

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City of Central and the Consultant and bind their respective entities.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS

THIS AGREEMENT is executed and made effective as provided above.

CITY OF CENTRAL, COLORADO

By: \_\_\_\_\_  
Daniel Miera, City Manager

ATTEST:

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

CONSULTANT: **Digital Data Services, Inc.**, a Colorado corporation

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

Name: Tom Neer  
Title: \_\_\_\_\_

STATE OF COLORADO )

COUNTY OF \_\_\_\_\_) ss.

The foregoing Professional Services Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by Tom Neer as \_\_\_\_\_ of **Digital Data Services, Inc.**, a Colorado corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))

## EXHIBIT A

Project/Services Name: Geographic Information Systems (GIS) Services

### SCOPE OF SERVICES

Digital Data Services, Inc. ("Consultant") will provide the City on-call geographic information systems (GIS) services in support of City planning, performance, and public and stakeholder communications to the City. Specifically, the Consultant will provide the technical support needed for the creation, maintenance, and ongoing development of the Central City GIS system.

The scope of services will be completed on an annual time and materials basis for a not to exceed budget of Twenty Thousand Dollars (\$20,000). The Consultant's standard fee schedule is attached to this Agreement as **Exhibit B** and is incorporated herein by reference. Services to be provided by the Consultant to the City are organized into three main tasks:

#### **Task 1: Data Creation**

This task involves creating datasets critical to effective management and planning in Central City. This includes, but is not limited to:

1. Complete an accurate parcel coverage for the City.
2. Create an accurate City boundary map that illustrates all historic annexations accurately.
3. Convert the City zoning maps into a GIS format.

#### **Task 2: Central City Map Portal**

Consultant will create a map viewer to integrate the Gilpin County and Central City datasets for the City's Community Development Department.

#### **Task 3: On-Call GIS Services**

Consultant will provide on-call GIS Services to the City on an as-needed basis. The following is a representative list of typical on-call services and work tasks that may be requested by the City:

- Development and programming of GIS applications.
- Maintenance of GIS datasets.
- Collecting and processing geospatial data.
- Creating custom maps for documents, reports, and presentations.
- Conducting spatial analysis.
- Creating map viewers.
- Providing GIS technical assistance and training to City staff.

No services will be provided under Task 3 unless the City Representative or his designee has specifically requested on-call services and the Parties have agreed to a not-to-exceed budget for the on-call services.

## EXHIBIT B

Project/Services Name: Geographic Information Systems (GIS) Services

### CONSULTANT STANDARD FEE SCHEDULE

The Consultant's scope of services under this Agreement will be completed on a time and materials basis for a not to exceed budget of \$20,000 for 2016, as described in the Scope of Services, a copy of which is attached to this Agreement as **Exhibit A** and is incorporated herein by reference.

#### Standard Fee Schedule (2016)

Classification	Hourly Rate
Project Manager 1	\$125
GIS Analyst 3	\$115
GIS Analyst 2	\$95
GIS Analyst 1	\$75
GIS Technician	\$60
Application Developer 2	\$115
Application Developer 1	\$85
Training Specialist	\$100
Administrative Support Services	\$40

The hourly rates set forth above are the Consultant's standard billing rates for services performed at the Consultant's offices in Denver, Colorado. Time is billed in quarter-hour increments. There is a one-hour minimum for all on-site service and a quarter-hour minimum for telephone support. Travel, lodging, and meal expenses may be eligible for reimbursement (subject to written pre-approval by the City Representative). If approved by the City Representative, travel time from Consultant's office in Denver, Colorado to the City offices shall be billable.

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

DIGITAL DATA SERVICES, INC.

is a

Corporation

formed or registered on 05/08/2001 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20011093859 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/18/2015 that have been posted, and by documents delivered to this office electronically through 12/21/2015 @ 15:18:52 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/21/2015 @ 15:18:52 in accordance with applicable law. This certificate is assigned Confirmation Number 9422734 .



A handwritten signature in cursive script that reads 'Wayne W. Williams'.

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/hiz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*





**To:** Mayor and Council  
**From:** Daniel R. Miera, City Manager  
**Date:** January 5, 2016  
**Re:** Staff Report

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❖ **General**

- Conducted regular Staff Meetings (Weekly Management Team Meeting).
- Various meetings with council members, staff, and community members.
- Attended Rotary Meetings.
- Met with the new General Manager of the Reserve Casino and Hotel (Barry Phillips).
- Held an Employee Holiday Dinner.
- Observed the Christmas and New Year's Holidays.
- Notable Upcoming Dates:
  - Tuesday, January 5<sup>th</sup> - Work Session (Pay & Classification / Refuse Contract)
  - Tuesday, January 19<sup>th</sup> – Work Session (“State of the City” Address / Community Appreciation)
  - Tuesday, February 2<sup>nd</sup> – Date of the Special Election

❖ **Finance / HR**

- Reviewed the Pay & Classification Plan Study conducted by Professional Management Services in preparation for the presentation to Council.
- Worked with Finance/HR Director Adame to challenge an Unemployment Insurance Claim (final disposition: the City was successful in getting the claim dismissed).

❖ **Legal**

- Continued working with City Attorney McAskin and other contractors to complete the acquisition process for the Big T Lot.
- Continued working with the City Water Attorneys on various water rights cases.  
Note: The Cities of Central and Black Hawk successfully settled certain matters relating to 2010CW133 (the trial set for January 2016 has been vacated).
- Continued working with Attorneys and CIRSA on pending legal claims.

❖ **Community Development / Planning**

- Participated in the New Mobility West Transportation Study – finalizing documents for final presentation to the Council.
- Attended the Main Street Central City Commission Meeting.

- Worked with the Strategic Planning consultant to finalize the Phase I document – it should be ready for presentation in February (I postponed the final stages of work on this document to focus on the budget and other matters, which has caused the delayed completion date).

❖ **Intergovernmental**

- Met with both bondholder representatives (BID) to discuss the anticipated impact of the revised assessed valuation from the Assessor's Office.
- Attended the GAA Monthly Meeting.

❖ **Information Technology**

- Reviewed the findings and recommendation of the Community Development Department regarding the RFP process for IT Services (the City will be switching providers in 2016).

❖ **Public Services**

- Worked with the Public Utilities (Water) Department and several Public Works employees to restore water service following a fire suppression service line break that impacted the main line.
- Continued working on contractual options to support police operations in the City.

## City Clerk's Office

**To:** Mayor Engels, City Council, and City Manager Miera

**From:** Reba Bechtel, City Clerk

**Date:** January 5, 2016

**Re:** Bi-weekly Report

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- Prep for Regular Council meeting
- Packet prep for Planning Commission on January 6<sup>th</sup>
- Work on upcoming special election for the vacant council seat.
- Worked with John Zimpel for new liquor license applications for Johnny Z's with CCA to come to Council on January 19<sup>th</sup>
- Met with new Retail Marijuana Store applicant for 127 Main Street with CDD Rears
- Assisted staff with PD interviews
- Misc information regarding: sign permits, special events, building permits, code questions, HP, records research, liquor, marijuana, and zoning information.



**To:** Central City Council  
**From:**  Ray W. Rears, Community Development Director  
**Date:** January 5, 2016  
**Re:** Department Update

Community  
Development  
Department

Development

- 1) Colvin Tract – Parking Lot – City of Black Hawk – Public Notice Posted – Fmr. Clinic site
  - a. Planning Commission Hearing on January 6, 2016 and the City Council hearing on January 19, 2016.
- 2) Parkway KOA Access work progressing – further work by the surveyor required
- 3) Planning Commission DOLA Training confirmed for January.
- 4) GIS Services contract signed.
- 5) Discuss building inspection process for the City with our contractor inspector.
- 6) Comp Plan – Contract submitted to State.
  - a. RFP in the works.
- 7) Various initial development/building inquires addressed.

IT/Web/Audio Visual

- 1) Website, Facebook and Twitter internal administration continues
- 2) Channel 20 – Updates will be delayed due to internal administration changes.
- 3) RFP – IT services contract will be awarded to Complete Business solutions after reviewing the proposals from a total of ten companies.

Historic Preservation

- 1) Staff is working with SlaterPaull regarding the Belvidere Theatre as they work on Historic Structure Assessment. Attempting to gain access to the attic.
- 2) County competitive grant for the Belvidere roof will be announced on Feb. 1, 2016.

Code Enforcement

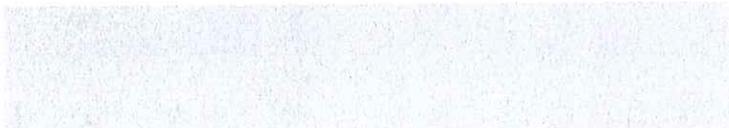
- 1) Case (CE 15-02 – 3<sup>rd</sup> High) – Site inspection requested.

Events / Marketing

- 1) Attending Main Street meeting.
- 2) Administer the Visitor Center.
- 3) Billboard policy in review.
- 4) Plans to setup meeting to discuss yearly events.

Staffing

Community Coordinator position closed on December 30, 2015. Interview are expected to be completed in the first half of January.





To: Daniel R. Miera, City Manager  
Cc: Mayor and Council  
From: Abigail R. Adame, Finance Director  
Date: January 5, 2015  
Re: Staff Report

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➤ **Finance**

- Advertised a Request for Proposal for auditing services.
- Continue working with Caselle support to address Utility Billing issues.
- Prepared final clean-up to the 2016 Budget.

➤ **Human Resources**

- Responded to a claim for unemployment benefits.
- Observed a written exam for the position of Police Officer.
- Researched performance evaluation samples.



## PW Department

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

**From:** Sam Hoover, Public Works Director

**Date:** January 5, 2016

**Re:** Bi-weekly Report

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Over the past two-weeks, public works staff has performed the following activities:

- Maintained Holiday lighting and decorations
- Performed snow removal activities including maintenance on snow removal equipment
- Hauled snow from the downtown area
- Installed the new bus route signs



## Water Department



**To:** City Manager, Daniel Miera  
**From:** Jason Nelson, Utility Director  
**Date:** December, 2015  
**Re:** Bi-Monthly Report

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- **Pressure Reducing Valves** – As a result of the valve failure that occurred on December 7<sup>th</sup>, two pressure reducing valves in the distribution system have not been reducing pressure adequately. One valve is located near D Street while the other valve is located at the end of Bates Street. As a result, some City customers have experienced high pressures. Customers affected the most are located around the intersection of Lawrence Street and C Street. Pressure has been reduced manually on each valve however given the valves' age, both will require being rebuilt. Parts have been ordered for the rebuilds.
- **Spring Street Pump Station** – A mechanical seal on a pump at Spring Street Pump Station needs to be replaced. A new seal was ordered at a nominal cost and when obtained it will be installed. Spring Street Station is currently operational.
- **Chase Reservoir Dam** – The Utility Director held a discussion with Mr. Ryan Schoolmeesters, a Dam Safety Engineer within the Dam Safety Branch of the Colorado Division of Water Resources. The Utility Director will be working with Mr. Schoolmeesters in developing 2015, Chase Dam data for the Annual Dam Monitoring Report.
- **Intake Structure Grant** – The Utility Director met with Mr. William Raatz, P.E. of W2 Engineers, LLC and discussed renewed pursuit of grants to improve the intake structures. The grant would be procured from the U.S. Department of Agriculture.



To: Daniel Miera, City Manager

From: Terry Krelle, Police Chief

Date: 12/30/15

Subject: Bi-Weekly Report



#### Attended Senior Staff Meetings

Completed normal administrative duties, processed and filed paperwork

We conducted interviews and finished testing on two of our applicants. We will be sending them both on for further testing and backgrounds.

I attended a DA's breakfast meeting.

I assisted Ray and Sam in interviewing IT companies.

I will have been working on the setup of the new radar signs that will replace the ones on Gregory and at MM 1 on the Parkway. Both are also traffic counters.

Officer Doman continues in the Field Training Program and is getting close to being released for solo duty.

#### Outlaw Report

On 12/01, an officer was dispatched to an accident involving a motor home on Main Street. The subject was found to be heavily intoxicated. He was arrested and jailed.

On 12/03, an officer took a report of a counterfeit \$10 bill from Easy Street. The bill was seized and will be sent to Secret Service.

On 12/07, an officer responded to the Gaming office Parking lot to assist Gaming officer who were out with a drug violation. One of the subjects was wanted on a warrant and Central City assisted Gaming with the transport to jail.

On 12/08, an officer took a report of a vehicle break-in at the Reserve parking structure. There are no suspects.

On 12/17, an officer responded to Gold Mountain Village apartments on a report of a trespass. The female stated that he son, who was no allowed at her residence, came over to get some personal items and had entered the residence. The subject was contacted outside of the residence and stated he did not know that he was not allowed at the residence. He was released with no charges filed.

On 12/19, an officer responded to a car in the ditch in the 300 block of Prosser. The driver was determined to be intoxicated and arrested for DUI.

On 12/22, an officer was called to the Reserve Casino on a report of found narcotics. Housekeeping had found suspected methamphetamine in an empty hotel room. The drugs were placed into property for destruction.

## MEMORANDUM

**DATE:** 29 December, 2015

**TO:** Daniel Miera / City Manager

**FROM:** Gary Allen / Fire Chief

**RE:** **Activity Report**

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The Fire Department responded to 331 incidents as of 28 December, 2015 with 38 incidents being out of city, and of those 13 incidents was for Mutual Aid (MA) to other agencies. Following are the activities the department responded to and conducted for this reporting period.

Thursday 24 Nov, 2015 - 19:22 PM / Medical, 321 Gregory St.

Saturday 28 Nov, 2015 - 15:15 PM / Medical, 415 Powder Run Drive

Monday 30 Nov, 2015 - 08:55 AM / Medical, Lawrence St.

Monday 30 Nov, 2015 - 09:00 AM / Medical, 410 Bobtail Hill Circle

Monday 30 Nov, 2015 - 19:40 PM / Medical, Bald Mountain Road

Tuesday 1 Dec, 2015 - 01:28 AM / Fire Alarm, 321 Gregory St.

Tuesday 1 Dec, 2015 - 11:31 AM / Fire Alarm, 321 Gregory St.

Tuesday 1 Dec, 2015 - 13:40 PM / Structure Fire, MA – CCFA 3201 Riverside, I.S.

Wednesday 2 Dec, 2015 - 08:21 AM / Medical, Vernon Drive

Wednesday 2 Dec, 2015 - 15:46 PM / Fire Alarm, 321 Gregory St.

Saturday 5 Dec, 2015 - 18:49 PM / Fire Alarm, 321 Gregory St.

Sunday 6 Dec, 2015 - 17:03 PM / Medical, 114 Main St.

Sunday 6 Dec, 2015 - 22:39 PM / Medical, Mammoth View Lane

Monday 7 Dec, 2015 - 08:39 AM / Medical, 321 Gregory St.

Tuesday 8 Dec, 2015 - 14:40 PM / Fire Alarm, 127 Main St.  
Wednesday 9 Dec, 2015 - 13:33 PM / Fire, 149 Gregory St.  
Wednesday 9 Dec, 2015 - 14:04 PM / Medical, 435 Powder Run Drive  
Friday 11 Dec, 2015 - 16:34 PM / Fire Alarm, 321 Gregory St.  
Saturday 12 Dec, 2015 - 03:05 AM / Fire Alarm, 321 Gregory St.  
Saturday 12 Dec, 2015 - 06:21 AM / Fire Alarm, 321 Gregory St.  
Saturday 12 Dec, 2015 - 21:56 PM / Structure Fire, 884 Apex Valley Road  
Sunday 13 Dec, 2015 - 21:22 PM / Medical, 530 Gregory St.  
Monday 14 Dec, 2015 - 17:00 PM / Fire Alarm, 321 Gregory St.  
Wednesday 16 Dec, 2015 - 18:36 PM / Fire Alarm, 321 Gregory St.  
Friday 18 Dec, 2015 - 17:19 PM / Elevator Rescue, 132 Lawrence St.  
Friday 18 Dec, 2015 - 18:33 PM / Structure Fire MA to CCFA, 506 3<sup>rd</sup> St. Georgetown  
Friday 18 Dec, 2015 - 21:58 PM / Elevator Rescue, 321 Gregory St.  
Saturday 19 Dec, 2015 - 09:14 AM / Medical, E. Fourth High Street  
Saturday 19 Dec, 2015 - 22:57 PM / Medical/Chopper call, 132 Lawrence St.  
Sunday 20 Dec, 2015 - 00:13 AM / Medical, 107 Main St.  
Thursday 24 Dec, 2015 - 08:20 AM / Fire Alarm, 321 Gregory St.  
Sunday 27 Dec, 2015 - 04:02 AM / Medical, Arizona Mine Road.  
Sunday 27 Dec, 2015 - 17:52 PM / Medical, Eureka St.  
Sunday 27 Dec, 2015 - 19:13 PM / Elevator Rescue, 120 Main St.  
Monday 28 Dec, 2015 - 19:43 PM / Medical, Brewery Drive

### **Training**

Conduct Rookie Firefighter class at Station 2 on 30 November at 18:30 PM.

Conduct regular department training at Station 2 on JPR 5A Private dwelling inspections.

A Truck & Station Maintenance was conducted at Sta. 1 on Saturday 5 December and at the same time a Rookie class was conducted by Captain Phil Headrick through the day.

I attended an All Hazards Incident Management symposium in Denver at the Hyatt Regency from Saturday 5 December to Thursday 10 December.

Conduct a Rookie class on 7 December at Station 2 at 18:30

Met with Justin Fox instructor and president of Ice Rescue International on Friday night 11 December in preparations of the two day Ice Rescue class we hosted on 12 & 13 December.

Attended the Clear Creek Immunization drill in Idaho Springs on 16 December from 10:00 to 14:00.

Took a Hazardous Materials certification renewal for Cody down to the Division of Fire Prevention and Control in Lakewood.

Met with Nicholas Vanepps, GAA Paramedic Supervisor on the medical call that occurred on Saturday to discuss an issue that came up.

### **Meetings**

Attended staff meetings at City Hall.

Attend City Council meetings.

Conduct an Officers meeting at Station 2 with CCFD Officers at 18:00 on Wednesday 2 December.

Attend a Clear Creek Operations meeting in Idaho Springs on Thursday 3 December in Georgetown.

Attended a LEPC meeting at the Gilpin County Sheriff's Office.

Attended a 911 Authority Board meeting after the LEPC meeting.

Attended a breakfast meeting with the other Gilpin Fire Chiefs.

Met with Daniel on Fire Station conceptual drawings.

### **Apparatus**

Took R-31 (1993 Chevrolet 3500) down to Stevinson to look at some issues with the new motor.

Hauled Command 32 (1993 Chev Blazer) on my flatbed trailer to Advanced Transmission in Lakewood for a rear differential re-build.

Take C-31 (2006 Dodge 3500) to Larry H. Miller Dodge for some motor problems and lack starting abilities.

Picked up C-31 from Miller Dodge where it had some injector and injector pump work.  
Worked on C-31 radio problems and electrical.

### **General**

Met with Tim Havercamp with CR Architects on fire station conceptual drawings.

Attended a holiday party for Foothills Fire Department at Mt Vernon Country Club on Friday 4 December who is one of our Mutual Aid departments.

Conduct a Fire Inspection at 171 Lawrence Street with Gary Pringey and at 120 Main Street.

We received our new TNT extrication tools on Monday night 14 December from Bob Glasson with FiredUp Rescue. Bob delivered them and we helped him unload after the fire alarm.

The house fire in Georgetown was occupied by Chief Kelly Babeon's son Bobby, so in turn Chief Babeon wanted to stay as neutral as possible and asked if I would conduct the origin and cause investigation for that fire. So on Saturday 19 December, I conducted the investigation.

Worked on 2015 AFG Grant, State Firefighter Safety Grant and an EMS Grant.