

CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, January 6, 2015 @ 6:00 p.m.
141 Nevada Street, Central City, Colorado
AGENDA

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

6:00pm Council Meeting

1. Call to Order.
2. Roll Call.

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

EXECUTIVE SESSION – Pursuant to C.R.S. 24-6-402(4)(b) and (4)(e) to discuss specific legal questions and to instruct negotiators concerning pending water rights cases concerning the City of Central **held at 6:00pm in lieu of the Work Session.**

RECONVENE REGULAR SESSION – 7:00pm

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

Regular Bill lists of December 18, January 2; and
City Council minutes: December 16, 2014.

Appreciation of Service: Bob Spain for 8 years

Oath of Office: Mayor Ron Engels

Council Members: Shirley Voorhies & Judy Laratta

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 2015

- 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. 15-01: 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. 15-02: A resolution of the City Council of the City of Central, Colorado approving an agreement with One Way, Inc. for residential trash disposal services. (Griffith)
 10. Resolution No. 15-03: A resolution of the City Council of the City of Central, Colorado approving a Professional Services Agreement with Colorado Code Consulting, LLC. (Bechtel)
 11. Resolution No. 15-04: A resolution of the City Council of the City of Central, Colorado amending the City of Central Comprehensive Fee Schedule. (Bechtel)

REPORTS –

12. Staff updates –

COUNCIL COMMENTS - limited to 5 minutes each member.

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

ADJOURN. Next Council meeting January 20, 2015.

Posted 1/2/15

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

CITY OF CENTRAL
CASH ON HAND
12/31/2014

Total Beginning ENB Cash on Hand 12/11/14	394.95
Deposits to ENB	
Wires Out ENB	-
Cleared Checks	-
<hr/>	
12/30/2014	394.95
<less previously approved & outstanding>	56.00
Total ENB Cash on Hand 12/30/14	450.95

Total COB Cash on Hand 12/11/14	569,674.44
Deposits to COB	128,848.72
Wires Out COB	(114,165.81)
Cleared Checks	(279,699.68)
<hr/>	
12/30/2014	304,657.67
<less previously approved & outstanding>	(148,405.47)
Device Fees Received	
Total COB Cash on Hand 12/30/14	156,252.20

Total Beginning Colotrust Cash on Hand 12/11/14	567,021.35
Wires into Account	4,193.64
Wires out of Account	
Total Colotrust Cash on Hand 12/30/14	571,214.99

TOTAL CASH ON HAND 12/30/14	727,918.14
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CITY OF CENTRAL
DEBIT CREDIT CARD PURCHASES

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
<i>None for this period</i>			
TOTAL for Debit Cards			-
Total for All Cards			-

CASH FLOW
CHECK LISTING

Inv Date	Inv #	Ck. Date	CK#	Vendor	Description	Amount	Mail Date
			129116	Gilpin County Arts Assoc.	Payroll for Arts	1,705.00	clrd
			129117	Employee PR	Employee PR	167.35	clrd
			129118	ICMA-401	Retirement Contribution	2,190.79	clrd
			129119	ICMA-457	Retirement Contribution	2,062.80	clrd
			129120	ICMA-IRA	Retirement Contribution	381.00	clrd
		12/16/14	129121	Petty Cash	Christmas Lights, Postage, Mileage	301.00	
		12/16/14	129122	Reserve Casino	Christmas Party Catering	598.00	
		12/16/14	129123	Genesee Mobile DJ	DJ for Christmas Party	200.00	clrd
		12/17/14	129124	Caselle	Accounting Software 1/2 deposit	21,446.50	clrd
		12/17/14	129125	Reserve Casino	Christmas Party Catering	165.60	
11/30/14	7300090614	12/30/14	129126	DPC Industries	Chlorine	24.00	
9/16/14	620298	12/30/14	129127	Christopher Dodge	Turn Lamps	214.74	
12/15/14	W14364	12/30/14	129128	CIRSA	WC Claim Expenses	251.81	
9/16/14	5751177744	12/30/14	129129	Clear Creek Supply	PW Supplies	77.51	
12/3/14	24966	12/30/14	129130	Coumbine Paper and Maint.	Paper Towels and Trash Bags	112.14	
10/28/14	1142829	12/30/14	129131	Drive Train Industries	Chain Assembly	453.37	
11/25/14	72536551	12/30/14	129132	GCR Tires and Service	Tires for PW	3,212.28	
12/1/14	120114	12/30/14	129133	Gilpin County Arts Assoc.	Arts Payroll and Artist Sales	1,776.17	
12/2/14	5220144	12/30/14	129134	Gilpin County	Prisoner Housing	302.50	
12/12/14	485220144	12/30/14	129135	Gilpin County Sheriffs Office	Dispatch 4th Qtr	7,500.00	
11/26/14	66112222	12/30/14	129136	Matthew Bender & Assoc.	CO Revised Statutes	17.66	
12/16/14	614	12/30/14	129137	MCJ	Toll Free Phone Service	28.52	
11/26/14	314419	12/30/14	129138	Napa Auto PArts	Auto Parts	418.54	
12/18/14	100955	12/30/14	129139	Office Stuff	FD Apparel, Calendars	1,214.93	
11/28/14	142266	12/30/14	129140	Precinct Police Products	PD Uniforms	23.00	
12/23/14	122314	12/30/14	129141	Xcel Energy	Electricity	385.81	
12/1/14	9006013760	12/30/14	129142	Cintas First Aid Supply	AED Lease	99.00	
12/16/14	121614	12/30/14	129143	Century Link	Telephone and Fax Lines	934.39	
12/15/14	CCHPC1114	12/30/14	129144	Weekly Register Call	Publications	335.97	
10/22/14	2597713	12/30/14	129145	Galls Inc.	PD Uniforms	118.50	
12/22/14	122214	12/30/14	129146	Walmart	Finance Charge	35.37	
9/30/14	21377	12/30/14	129147	Widner Michow and Cox	Legal Counsel and Litigation	11,413.87	
12/8/14	514022	12/30/14	129148	Wear Parts and Equipment	Snow Plow Parts	528.81	
12/9/14	137329	12/30/14	129149	Heizer Paul LLP	Election Litigation	3,500.00	
12/8/14	120914	12/30/14	129150	Sprint	Long Distance Fax	13.66	
12/18/14	14573	12/30/14	129151	QDS Communications	Radios for FD and PD	8,100.00	
12/8/14	4864	12/30/14	129152	Ausmus Law Firm	Prosecution for December	600.00	
11/28/14	9736258601	12/30/14	129153	Verizon Wireless	Cell Phone and Internet for Water General	1,162.00	
12/1/14	120114	12/30/14	129154	T&D Car Wash	PD Car Washes	77.60	
12/18/14	43750	12/30/14	129155	Peak Performance Imaging	Metered Photocopies	786.51	
12/21/14	12607791	12/30/14	129156	Integra Telecom	Phone Service for City Hall	728.85	
12/19/14	3473	12/30/14	129157	Finish Line Systems	Meter Parts	311.04	

CASH FLOW
CHECK LISTING

12/31/2014

12/23/14	122314	12/30/14	129158	Kyle Headrick	Map Book	61.05
12/11/14	3438	12/30/14	129159	Encon Colorado	Grade Rings for Meters	245.00
12/10/14	15675	12/30/14	129160	Kristina Consulting Group	Drug Tests	50.00
12/16/14	12172	12/30/14	129161	ROI Fire and Ballistics	Bunker Gear and Kevlar Belt	3,334.00
12/4/14	120414	12/30/14	129162	Cardmember Services	FD CPR Renewals, Santa Cop	5,220.01
12/16/14	121614	12/30/14	129163	JKQ BBQ and Smokehouse	Community Appreciation	280.50
12/6/14	43827509	12/30/14	129164	DeLage Landen	Photocopier Lease for PD and City Hall	369.97
12/13/14	3515	12/30/14	129165	Colorado Advertising Products	2014 Tax Forms	100.47
12/1/14	CC005B	12/30/14	129166	W2 Engineers	Source Water Collection	1,870.00
12/7/14	1519332	12/30/14	129167	Deere Credit Inc.	Loader Lease	2,766.85
11/30/14	245915640	12/30/14	129168	DirecTV	Cable TV for FD	114.38
11/25/14	15CFHT0574	12/30/14	129169	CO Firefighter Heart and Safety	Required Heart Supplemental for Fire Chief	175.00
12/9/14	10047448	12/30/14	129170	Butler Snow	BID Bond Legal Counsel	1,126.60
12/17/14	20144046	12/30/14	129171	Emergency Reporting	Fire Package and Reporting-FD	874.00
12/4/14	14240	12/30/14	129172	Knight Sky Pictures	DVDs for VC Resale	106.16
			129173	Employee PR	Employee PR	168.55
			129174	ICMA-401	Retirement Contribution	2,211.51
			129175	ICMA-457	Retirement Contribution	2,823.96
			129176	ICMA-IRA	Retirement Contribution	381.00
					Total Issued:	148,461.47
					Approved & Sent Checks:	52,205.87
					Clrd & Pending Approval:	28,153.44
					Voided Checks:	-
					Total Pending Approval 1/2/15	96,255.60
					Outstanding through ENB	56.00
					Outstanding through COB	148,405.47

**CITY OF CENTRAL
CITY COUNCIL MEETING
December 16, 2014**

CALL TO ORDER

A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 6:30 p.m., in City Hall on December 16, 2014.

ROLL CALL

Present: Mayor Engels
Alderman Spain
Alderman Gaines
Alderman Heider
Alderman Voorhies

Absent: None

Staff Present: City Manager Miera
City Clerk Bechtel
Attorney McAskin
Finance Director Flowers
Public Services Director Griffith
Police Chief Krelle
Fire Chief Allen

Executive Session

Alderman Spain moved to go into Executive Session pursuant to C.R.S. 24-6-402(4)(b) for the purpose of conferring with the City Attorney on specific legal questions regarding pending litigation specific to Gilpin County District Court cases and to invite City Manager Daniel Miera to participate and to reconvene following the Executive Session to take any necessary action and continue the regular meeting agenda items. Alderman Gaines seconded, and without discussion, the motion carried unanimously.

At 7:03 p.m., Mayor Engels reconvened regular session.

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 Gaines moved to approve the consent agenda containing the regular bill lists of December 4 and 11, 2014; and the City Council minutes for the meeting on December 2, 2014. Alderman Heider seconded. In discussion, Alderman Gaines questioned the payment for snow

removal at Prospectors Run. Finance Director Flowers explained that the contractor has returned some funds at the end of the season if there has not been a lot of snow. When Mayor Engels called the question, the motion carried unanimously.

CERTIFICATE OF RECOGNITION

Mayor Engels awarded a Certificate of Recognition to Chuck Spencer, owner of KOA, and Ryan Spencer, Manager of KOA, for Outstanding Customer Service and Quality Reviews. KOA has received the 2014 Founder's Award which is KOA's highest service award, presented to KOA owners that achieve world class service scores from their camping guests and the President's Award which is awarded to KOAs that meet exceptional quality standards and are recognized by their guests for outstanding service.

PUBLIC FORUM/AUDIENCE PARTICIPATION

No one requested time to address the Council.

SECOND READING AND PUBLIC HEARING

Ordinance No. 14-08: 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.

Finance Director Flowers explained that 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. The "adjustable" marketing device fee approved in 2013 via Ordinance 13-17 is set to expire on December 31, 2014, unless Council approves an extension of the marketing device fee. Ordinance 14-08 extends the marketing device fee through calendar year 2015.

First reading was held on December 2, 2014. 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/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.

Currently, the adopted 2015 Budget allocates a total of \$154,283 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 7:09 p.m. and invited comment. With no comments offered, Mayor Engels closed the public hearing at 7:10 p.m.

Alderman Gaines moved to adopt Ordinance No. 14-08: 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. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

ACTION ITEMS: NEW BUSINESS

Historic Preservation Commission Appointments – 2 seats and 1 alternate

Applicants for consideration are: Gina Fuerst, Deb Wray, Barb Thielemann, David Forsyth, and Mary Bell. Alderman Heider stated that she would prefer to see more residents serve on this Commission. Alderman Gaines recommended David Forsyth due to his knowledge and work with Gilpin History for 10-12 years even though he is not a resident. Mayor Engels added that all are qualified and he does not have a preference. Alderman Heider moved that the Mayor will appoint, with the concurrence of Council, Deb Wray and David Forsyth with Mary Bell as the alternate. Alderman Spain seconded, and without discussion, the motion carried unanimously.

Planning Commission Appointments – 1 seat and 1 alternate

Mayor Engels noted there are two vacant seats and that with moving Lisa Leben, currently the alternate, to a regular seat, it leaves one seat and one alternate to be filled. The applicants for consideration are: Alison Hickok, Bobbie Hill, and Mary Bell. Mayor Engels added that all are qualified and he does not have a preference. Alderman Heider moved that the Mayor will appoint, with the concurrence of Council, Lisa Leben, the current alternate to a regular seat and Alison Hickok to the vacant seat with Bobbie Hill as the alternate. Alderman Voorhies seconded, and without discussion, the motion carried unanimously. Mayor Engels encouraged Mary Bell to participate in Main Street Central.

Resolution No 14-21: A resolution of the City Council of the City of Central, Colorado approving the agreement by and between the City of Central and Colorado Coach Transportation, LLC for the operation of a transportation shuttle service.

City Manager Miera explained that the proposed resolution approves a contract between the City of Central (“City”) and Colorado Coach Transportation, LLC (“Colorado Coach”) for the operation of a shuttle service within Central City, which includes stops in Black Hawk, primarily for the transportation of casino patrons between the various establishments.

The compensation for the service under this contract for 2015 is \$310,000. The FY15 Budget allocates sufficient funding to encumber this expense. The funds are derived from revenues collected via the Transportation Device Fee. Historically, the City has provided for the operation of a shuttle service in various forms, including most recently by contracting with Colorado Coach. During the past few years, the City has assigned the management and control of the shuttle service contract to the Central City Business Improvement District. During the recent budget preparation period, the City announced that it would resume the control and management of this service, effective January 1, 2015. As such, the City negotiated the proposed contract with Colorado Coach. The contract maintains the bulk of the service, while also reducing the compensation through minor adjustments to the service schedule. Over the past five (5) years, the cost of service has ranged between approximately \$413,000 and \$432,000. And, most recently the service schedule was set to operate seven (7) days per week between the hours of 10:00 a.m. and 2:00 a.m. During the renegotiation of the contract, the compensation was reduced by more than \$100,000, and to that end, the service schedule was adjusted and established as follows: Sunday-Thursday 11:00 a.m. to 12:00 a.m. (midnight), and Friday and Saturday 11:00 a.m. to 2:00 a.m. which will begin January 1, 2015.

Alderman Gaines questioned the use of chains by the large bus companies as well as our shuttle contractor. City Manger Miera responded that our shuttle service does use chains as needed.

Alderman Spain noted that this new schedule has the shuttle running between Central City and Black Hawk on a fifteen minute loop.

Alderman Gaines moved to approve Resolution No 14-21: A resolution of the City Council of the

City of Central, Colorado approving the agreement by and between the City of Central and Colorado Coach Transportation, LLC for the operation of a transportation shuttle service. Alderman Spain seconded, and without discussion, the motion carried unanimously.

Resolution No. 14-22: A resolution adopting and entering into the Trust Agreement for the Colorado Firefighter Health and Circulatory Benefits Trust and taking other actions in connection therewith.

Fire Chief Allen gave the background as follows: the City is required to participate in the Firefighter Heart and Circulatory Benefits Trust formed to cover entities' liability under Part 3, Article 5 of Title 29, Colorado Revised Statutes (CRS).

Funding will be provided by the City of Central and reimbursed by Department of Local Affairs (DOLA) for the cost of \$175 as long as the funds are available then it will be the City's responsibility. The Firefighter Heart and Circulatory Benefits Trust was formed to cover entities' liability under Part 3, Article 5, Title 29, Colorado Revised Statutes (CRS). This new statute requires any full time firefighter with continuous, full-time employment with an employer for at least five (5) years be provided a defined level of benefits for certain Heart and Circulatory malfunctions. A state reimbursement fund has been established through the Department of Local Affairs (DOLA). Entities must certify their number of eligible firefighters and submit specific documents to participate in the program. This will be supplemental coverage paid per health event.

Alderman Heider moved to approve Resolution No. 14-22: A resolution adopting and entering into the Trust Agreement for the Colorado Firefighter Health and Circulatory Benefits Trust and taking other actions in connection therewith. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No. 14-23: A resolution appropriating additional sums of money to defray expenses in excess of amounts originally appropriated in the 2014 Budget for the City of Central.

Finance Director Flowers gave the background as follows: the City's 2014 Budget was adopted under Ordinance 13-16 on November 19, 2013. Over the course of 2014 there have been several necessary expenditures that were not anticipated when adopting the 2014 Budget. The most significant of these expenditures was the Central City Parkway rockslide remediation that took place during the 3rd quarter of the year. The total cost of the remediation was approximately \$806,000. Although staff made a number of budgetary cuts across all funds and refrained from moving forward on a number of budgeted capital expenditures in order to lessen the impact of this project, the expenditure amounts originally appropriated in Ordinance 13-16 are not sufficient. Therefore, a supplemental appropriation is necessary in order to remain in compliance with statutory budget law. Supplemental budget appropriations are necessary for the General, Historic Preservation and Public Property Trust Funds due to the above unanticipated expenditures. Resolution 14-23 adopts supplemental appropriations for these three (3) funds. As stated above three (3) of the City's funds require supplemental budget appropriations due to unanticipated expenses throughout the year. The funds and amounts of additional appropriations needed are shown below.

	<u>Original</u>	<u>Amended</u>	<u>Increase</u>
General Fund	\$4,469,610	\$4,610,000	\$140,390
Historic Preservation	\$ 433,794	\$ 540,000	\$106,206
Public Property Trust	\$ 103,628	\$ 227,075	\$123,447
Total Increase in Appropriations			\$370,043

The requested increases in allocations for all funds are reflective of the 2014 year-end actuals. All three of the funds requiring supplemental appropriations funded a portion of the CCP rockslide expenditures; the General Fund allocated \$301,084, the Historic Preservation Fund allocated \$278,456 and the Public Property Trust Fund allocated \$227,075. Other budgetary cuts, such as not rehiring Police and Public Works Department positions and making budgeted capital repairs in the Water Fund (with transfer from the HP Fund) were able to make up the remaining \$435,957 in rockslide expenditures.

Adoption of Resolution 14-23 is necessary to ensure that the City remains in compliance with state budget laws. Not formally appropriating additional funding could put the City in violation of TABOR as well as other state laws.

Alderman Voorhies moved to approve Resolution No. 14-23: A resolution appropriating additional sums of money to defray expenses in excess of amounts originally appropriated in the 2014 Budget for the City of Central. Alderman Spain seconded, and without discussion, the motion carried unanimously.

Acceptance of Caselle Accounting Software Proposal for \$42,893

Finance Director Flowers explained that the City council appropriated \$50,000 in the Finance Department's 2014 Budget for the purchase of new accounting software (line-item 01-415-7432). The Finance Department's existing accounting software was purchased in 1996 and therefore is outdated and does not integrate well with other systems and/or newer technologies.

Over the course of the 3rd and 4th quarters of the year the Finance Department staff looked into several different governmental accounting software packages to see which ones would best serve the City's needs. The two software packages that best suited the City's needs were Caselle and Black Mountain Accounting. Quotes were obtained from both companies. Caselle's quote was \$42,893 and Black Mountain's was \$41,140. Although slightly more (\$1,753), staff feels that Caselle offers the City a much better product for the price. Caselle is a large company widely used by municipal governments and for that reason is able to provide a higher level of customer service; this is one of the most important criteria for staff. Further, the proposal from Caselle includes all software upgrades over the life of the software, whereas upgrades from other companies would cost the City additional money at the time of the upgrade. After reviewing the quotes and the differences in services provided, staff feels that Caselle is a much better fit for both the City's needs and justifies the price.

In accordance with the Chapter 4, Article IX, Section 4-9-40 of the City's Municipal Code, the City Council is required to approve the purchase of this software because the total cost is over \$25,000. The total purchase price, including all training and implementation is \$42,893.00. The City will be paying 50% (\$21,446.50) at the time of purchase and the remaining 50% once implementation and training have been completed. Given Council's approval, a check in for the first 50% will be issued and Caselle will begin conversion and implementation within approximately one week. The entire conversion process is expected to take anywhere from 60 to 90 days. Although staff normally would attend a one week training in Utah, Caselle has agreed to send trainers to Central City instead due to the limited number of City Hall staff.

In the 2014 Budget, there is \$50,000 allocated in the Finance Department line item 01-415-7432

for the purchase of accounting software. With Council approval, a check in the amount of \$21,446.50 will be issued to Caselle. The remaining half will be paid when the conversion is complete in 60 to 90 days. Although one half will be paid in 2015, because it is a 2014 purchase, the entire amount will be reflected as an expense in 2014.

Alderman Gaines moved to accept the Caselle accounting software proposal in the amount of \$42,893.00 and authorize staff to move forward with the purchase of the software. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No. 14-24: A resolution of the City Council of the City of Central, Colorado approving the Third Amendment to the Intergovernmental Agreement by and between the City of Central and the Central City Business Improvement District.

Attorney McAskin explained that via Ordinance 14-08, the City Council has extended the \$5.00 per month gaming device fee (the "Marketing Fee") for calendar year 2015. 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 2015 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 and 2014, by the First Amendment to the IGA (covering calendar year 2013) and the Second Amendment to the IGA (covering calendar year 2014). The proposed Third Amendment to the IGA (the "Third Amendment") is attached to the proposed Resolution as **Exhibit 1**. City Council may approve the Third Amendment to memorialize the terms under which the CCBID will utilize the funds generated by the Marketing Fee in 2015.

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 2015 or with the approval of the Third Amendment. The collection and disbursement of the Marketing Fee to the CCBID is set forth in the approved 2015 Budget.

As set forth above, the IGA is dated April 20, 2012. The IGA, as amended by the Second Amendment approved in December of 2013, is scheduled to terminate on December 31, 2014. 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 Third Amendment include:

- Recital of the fact that the Marketing Fee is projected to generate approximately \$154,283.00 in revenue during calendar year 2015.
- Marketing Fee revenues may only be used by the CCBID for costs and expenses associated with implementing the 2015 Marketing Plan or other costs and expenses approved by the City Manager in writing.
- Effective January 1, 2015, the City will resume all funding and management responsibilities for the provision of transportation shuttle services.
- The monthly fee for the CCBID's management of the shuttle services, as set forth and described in the First Amendment and Second Amendment to the IGA, is terminated. On and after January 1, 2015, no management fee will be paid to the CCBID.
- The term of the Third Amendment runs through December 31, 2015.

Alderman Gaines asked about the difference between Ordinance No. 14-08 and this proposed Resolution. Attorney McAskin explained that the Ordinance approves the imposition and the Resolution outlines the terms of how the money is spent.

Joe Behm, CCBID, offered that the plan regarding 2015 will include the Distilleries, Beer and Bacon events along with support of the Pit Rally. The BID has asked the City to contribute \$50,000 on top of the business imposed self tax to help cover the cost of these events and the direct marketing efforts that were also done last year. The businesses are hopeful that traffic counts will increase now that most of the work on I-70 is wrapping up.

Alderman Voorhies moved to approve Resolution No. 14-24: A resolution of the City Council of the City of Central, Colorado approving the Third Amendment to the Intergovernmental Agreement by and between the City of Central and the Central City Business Improvement District. Alderman Gaines seconded, and without discussion, the motion carried unanimously.

Resolution No. 14-25: A resolution of the City Council of the City of Central, Colorado adopting Hearing Procedures for the Central City Retail Marijuana Store Licensing Authority.

Attorney McAskin explained that via Ordinance 13-09, the City Council enacted municipal code provisions regulating retail marijuana stores within the City. Those provisions require the City Council to serve as the Central City Retail Marijuana Store Licensing Authority (“Authority”). The Authority is charged with granting or refusing licenses to applicants seeking to operate a retail marijuana store pursuant to criteria set forth in the municipal code. Although the Authority has delegated this function to the City Manager for some applications such as existing medical adding or changing to retail, it retains that function for other applicants, including those who do not currently hold a City license for a medical marijuana business. The Authority is also authorized to promulgate rules and regulations concerning procedures for hearings before the Authority. Resolution No. 14-25 adopts rules of procedure for the Authority.

The proposed Central City Retail Marijuana Store Licensing Authority Rules of Procedure are attached to Resolution No. 14-25 as **Exhibit 1**. Under state law, a retail marijuana business may not operate until it is licensed by the state licensing authority and approved by the local jurisdiction in which the business proposes to operate per C.R.S. § 12-43.4-309. Local licensing authorities are required to determine whether an application complies with local restrictions on the operation of the business and to inform the state licensing authority of its determination per C.R.S. § 12-43.4-301. The proposed procedures set forth rules and processes to guide the Authority in fulfilling its obligations under state and local law.

Alderman Gaines moved to approve Resolution No. 14-25: A resolution of the City Council of the City of Central, Colorado adopting Hearing Procedures for the Central City Retail Marijuana Store Licensing Authority. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

LOCAL LICENSE AUTHORITY (Central City Retail Marijuana Store Licensing Authority)
Eureka Supply Co., LLC at 109 Eureka for a Retail Marijuana License

Alderman Voorhies moved to open the Local License Authority. Alderman Spain seconded, and without discussion, the motion carried unanimously.

The staff report from City Clerk Bechtel explained that on November 19, 2014, the City received an

application from Eureka Supply Co., LLC for a local license for a retail marijuana store. Currently, the City's retail marijuana store regulations require the Authority to approve, conditionally approve, or deny an application within thirty (30) days of receipt of a complete application. The City's regulations also require the Authority to make a finding and determination as to the good moral character of the Applicant in accordance with standards set forth in state law. The staff report indicates that the Applicant has fulfilled all local requirements for a retail marijuana business license, with the exception of a determination concerning Applicant's moral character.

Based upon the information that the Applicant has provided to the City and City staff's investigation of Applicant and all relevant information it provided as reflected in the attached staff report, and subject to the Authority's findings concerning the moral character of Applicant and associated persons, staff recommends that City Council, sitting as the members of the Central City Retail Marijuana Store Licensing Authority conditionally approve Applicant's application to operate a retail marijuana store.

Travis Howard and Rob McEvoy, applicants and partners of Eureka Supply Co., LLC introduced themselves and reviewed their background in the marijuana industry. They noted that Gene Brown will be the Manager on site. The security plan will be more than adequate as they do not intend to cut corners. They responded to other questions by Council as follows:

- 1) Regarding their ability to compete with 2 established retail stores – they have been very successful in Boulder due to the quality of their customer service
- 2) Location is off the main route - this is a challenge they will work on with marketing a small business
- 3) Oxygen Bar – it will continue to be a part of the business and be an added attraction for the health benefits it provides

Police Chief Krelle stated the City has no concerns regarding the background check as approved by the State Licensing Authority and sees no reason not to approve.

Although not required, Mayor Engels invited Public comment. No one came forward.

Alderman Gaines moved to conditionally approve the application of Eureka Supply Co., LLC based upon the information presented in the staff report and other information brought forth at this meeting and to direct staff to prepare a Record of Decision on this application that incorporates the findings, conclusions, and all recommended conditions in the staff report, the Authority's finding as to the Applicant's moral character, and any other conditions imposed on the application. The Authority further directs staff to provide a copy of this decision within three (3) days of today's date to both the Applicant and the State of Colorado marijuana licensing authority by certified mail at the address shown in the application. The conditions are as follows:

1. Applicant's compliance with (1) the Central City Municipal Code; (2) the Colorado Retail Marijuana Code; (3) all rules and regulations promulgated pursuant to those Codes.
2. Applicant's payment of all required City fees to the City Clerk prior to issuance of the license.
3. Applicant shall ensure that all improvements to the Premises are completed to the satisfaction of the City and the City must have issued either a Certificate of Occupancy or a Temporary Certificate of Occupancy for the Premises.

4. The City shall not issue a license for the proposed Retail Marijuana Store unless and until the City building official has inspected the premises proposed for licensure and determined that the premises comply with the City's building and other life, health, and safety codes.
5. All licenses issued pursuant to this decision are contingent upon the Applicant maintaining current, operational licenses from the state licensing authority.

Alderman Voorhies seconded, and without discussion, the motion carried unanimously. Mayor Engels extended congratulations and welcomed the new business to Central City.

Alderman Gaines moved to close the Local License Authority. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

STAFF UPDATES

City Manager Miera referred to the staff reports in the packet.

Alderman Gaines had several questions for staff:

- 1) City Manager Miera to give further information on any development as they move forward. City Manager Miera responded that he will definitely give updates as projects move forward.
- 2) Public Services Director Griffith regarding the Xcel project asphalt. Public Services Director Griffith explained that Xcel will cold patch the area on Prosser until warmer weather in the spring.
- 3) Police Chief Krelle regarding the food drive. Police Chief Krelle said that the project has gone very well.

Alderman Voorhies asked if there is any progress with AT&T or a new tower. City Manager Miera said there has not been any progress with AT&T since August and staff has not had any conversations with any other company.

COUNCIL COMMENTS

Alderman Gaines thanked the Public Works Department for the holiday decorations.

Alderman Voorhies thanked all the volunteers for their efforts regarding the Tommyknocker event.

Alderman Heider thanked Public Services Director Griffith and the crew for their hard work during the recent snow event.

PUBLICFORUM/AUDIENCEPARTICIPATION

Joe Behm, CCBID, noted that having a third marijuana business will allow staff to release information regarding the tax revenue generated by those businesses as a whole. Mr. Behm also explained that the charter bus company drivers are the ones that make the decision if the road conditions are acceptable to them coming up to Central City. And finally, Mr. Behm added that the CCBID met with City Manager Miera and the bond holders and the investors are looking at options for the District.

At 8:32 p.m., Mayor Engels adjourned the meeting.

The next Council meeting is scheduled for January 6, 2015 at 7:00 p.m.

Ronald E. Engels, Mayor

Reba Bechtel, City Clerk

Agenda Item #7

Legal Publication

Weekly Register-Call
Request for consideration for 2015 Newspaper of Record

January 1, 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, 2015. 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 will publish all legal notices online at www.publicnoticecolorado.com at no additional cost starting in 2015.

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

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

Thanks, Aaron

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



AGENDA ITEM # 8

CITY COUNCIL COMMUNICATION FORM

FROM: Reba Bechtel, City Clerk

DATE: January 6, 2015

ITEM: Resolution No. 15-01: A resolution designating the public place for posting of notice of regular and special meetings of local public bodies of the City.

NEXT STEP: Council Motion

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** The proposed resolution in an annual event for posting places as required by Section 24-6-402(2)(c) C.R.S.
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution 15-01.
- III. **FISCAL IMPACTS:** N/A
- IV. **BACKGROUND INFORMATION:** This resolution is proposed with no changes from last year except to add the Central City Retail Marijuana Store Licensing Authority.
- 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. 15-01**

**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 6th day of January, 2015.

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 # 09

CITY COUNCIL COMMUNICATION FORM

FROM: Shawn Griffith
DATE: January 6, 2015
ITEM: Resolution No. 15-02: A resolution of the City Council of the City of Central, Colorado approving an agreement with One Way, Inc. for residential trash disposal services.

ORDINANCE
 MOTION / RESOLUTION
 INFORMATION

I. REQUEST OR ISSUE:

The current one-year contract with One Way Inc. to provide residential trash collection and recycling service expired at the end of the year. Resolution 15-02 with attached Professional Service Agreement for One Way Inc. to serve in the same capacity in 2015

II. RECOMMENDED ACTION / NEXT STEP:

Review and approve the Resolution and Professional Services Agreement.

III. FISCAL IMPACTS:

The contract amount shall not exceed \$60,000 for the year. The budgeted amount is \$60,000. The fee went up slightly (\$1750.00), but they will now cover ALL homes without the stipulation of prior notification.

Fees include: (see Exhibit B)

- a. \$5000 per month per home up to ALL homes.

IV. BACKGROUND INFORMATION:

One Way, Inc. has provided this service for at least the last four years. Staff has been 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 or table the item for further discussion and consideration.

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 15-02**

**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 6th DAY OF JANUARY, 2015.

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.

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

Parties:

CONTRACTOR: One Way, Inc., P.O. Box 704, Lyons, CO 80540; and

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

One Way Inc ("Contractor") and the City of Central, Colorado, a home rule municipal corporation ("City") hereby enter into this Agreement for Professional Services, pursuant to which the Contractor 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 outlined by One Way Inc., the Contractor will perform weekly residential trash services as set forth in **Exhibit B**, attached hereto and made a part of this Agreement.

Compensation: Compensation is based on the schedule outlined on **Exhibit B**. The Project total is a not to exceed amount of Five Thousand Dollars (\$5,000) per month and includes labor and equipment. Any revisions/amendments to this Agreement shall be subject to the written approval by both parties.

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 December 31, 2015, unless otherwise extended by mutual written agreement of the Parties.

IN WITNESS WHEREOF, One-way Inc. and the City have made and executed this Agreement.

One Way Inc.

City of Central, Colorado

By: _____
Philip Mahoney, President

By: _____
Ronald E. Engels, Mayor

Date: _____

ATTEST: _____
Reba Bechtel, City Clerk

Date: _____

EXHIBIT A
GENERAL CONDITIONS

This Agreement is comprised of a Coversheet, these General Conditions (**Exhibit A**), and Contractor's scope of services (**Exhibit B**). If there is a conflict between these General Conditions and any other exhibit, the General Conditions shall govern.

**SECTION 1: CONTRACTOR'S
RESPONSIBILITIES**

1.1 Contractor agrees to provide the professional services for Central City as described in the cover sheet of this Agreement and Contractor's proposal submitted to the City. In the event of conflict between this Agreement and Contractor's proposal, this Agreement shall control. In performing such services, the Contractor will use that degree of care and skill ordinarily exercised under similar circumstances by members of the trash hauling profession practicing in the same locality.

1.2 Contractor 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 City. The Contractor is obligated to secure and shall provide proof of insurance coverage to the City or its representatives, including but not limited to liability coverage. The City shall designate one or more persons as its representative who shall have complete authority to transmit instructions, receive information, and to carry out Contractor's work with respect to the services.

1.3 Unless otherwise agreed to in writing between the parties, Contractor's duties do not include supervising the City's laborer or commenting on, overseeing, or providing the means and methods of their work, including job site safety. The Contractor will

not be responsible for the failure of the City's laborers to perform in accordance with their undertakings, and the providing of services by the Contractor shall not relieve others of their responsibility to the City 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 The Contractor and those persons acting on behalf of the Contractor in the performance of the services shall review and become 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 City will provide at least one copy of the applicable local laws referenced in this Paragraph to the Contractor and will provide updates as such laws within a reasonable time following any amendment by the City.

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

had been completed, whichever is earlier. Contractor is prohibited from using the basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to notify the subcontractor and the Client within three (3) days that Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. Contractor 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 Contractor's actual knowledge. Contractor 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. Contractor 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 Contractor violates this provision, the Client may terminate this Agreement, and Contractor 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 The City designates the Operations Director or such other person designated in writing by the Operations Director, as the person to act as the City's representative with respect to the services. The City's representative or designee shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services. Such representative or designee shall not have authority to amend, waive, alter, or revise the term or condition

of this Agreement.

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

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

2.4 The City will examine all studies, reports, sketches, drafts or other documents prepared by the Contractor, if any, for the City'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 City shall be responsible for informing the Contractor of the presence of any hazardous or potentially hazardous materials on any site subject to services if known to the City. Under no circumstances shall the Contractor 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 Contractor as part of its performance of this Agreement (the "Work Product") are instruments of the Contractor's service for use solely with respect to the City's project or work, and the City shall retain ownership rights. The Contractor shall provide originals or copies of Work Product to City promptly upon

request and the City may retain and use such copies in connection with Contractor'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. The City shall not be held liable for reuse by Contractor 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 provided to the City by the Contractor and retained by the City 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. Contractor understands that any Work Product 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 Contractor's disposal or destruction of any Work Product, the Contractor shall notify City in writing and, if City so instructs, the Contractor shall deliver such Work Product to the City upon the payment by the City of the reasonable and actual expense of such delivery. Following any notice that any Work Product is scheduled for disposal or destruction, the City shall provide to Contractor a reasonable opportunity to inspect such Work Product in order to permit the Contractor to determine whether the Work Product should be retained by the City.

SECTION 4: COMPENSATION

4.1 The Contractor's compensation is a not to exceed amount. The Contractor shall perform services within the not to exceed amount and shall promptly notify City in writing when it becomes known to the Contractor 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. Contractor expressly understands and agrees that the City 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 City and the Contractor's authorized representative.

4.2 Reserved.

4.3 The Contractor will submit monthly invoices to the City. City will pay the balance stated in the invoice within thirty (30) days, unless City informs the Contractor in writing of objections to the invoice within the thirty (30) day period. Upon request by City and following Contractor's receipt of payment for any invoice, the City shall cause to be promptly delivered to Contractor a fully executed lien waiver in a form approved by the City if required for the work performed. Contractor acknowledges that the City 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, City 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 City and which are outstanding and owing after sixty (60) days will bear interest at the rate of one percent (1%) per month (12% per annum) from the sixty-first (61st) day following the date of the invoice, until paid. Payment shall be deemed made upon hand delivery to any employee of Contractor or upon deposit of such payment in the U.S. Mail, first class postage pre-paid, addressed to the Contractor at the address identified in the body of this Agreement.

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 Contractor provides at least ten (10) days written notice to the City of Contractor's intent to temporarily cease performance for non-payment by City, the Contractor 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 (60) 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 *Reserved.*

5.4 Contractor 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. The Contractor may enter into subcontracts for portions of the work upon notice to and prior written approval of the City. The City shall not pay any costs associated with subcontracting of services unless and until such subcontracting is approved by the parties 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 either 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. City shall pay the Contractor 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 sections **4.3 and 4.4**. City may instruct the Contractor to cease any or all work pending the expiration of the ten (10) day period of termination.

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

ONE WAY, INC.
P.O. BOX 704
LYONS CO 80540

DBA ONE WAY TRASH
DBA ONE WAY DISPOSAL



EXHIBIT B

Thursday, December 18, 2014

City of Central,

One Way, Inc. proposes to pick up trash from all 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 unlimited household trash and recycle generated by the residents of said homes for one year at the rate of \$5,000 per month.
2. Collection will be curbside near the homeowner's house. The homeowner will provide the containers.
3. One Way will chain up in the event of snow.
4. 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.
5. 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.
6. 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.
7. The terms and conditions of the "Agreement for Professional Services" made on January 1, 2015 shall be applied to this proposal.

Sincerely,



Landa Montoya
Vice President of Administration
One Way, Inc.
(303) 823-0556



AGENDA ITEM # 10

CITY COUNCIL COMMUNICATION FORM

FROM: Reba Bechtel, City Clerk

DATE: January 6, 2015

ITEM: Resolution No. 15-03: 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
X MOTION
INFORMATION

- 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. This year the only change is the fees for elevator inspections. 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. 15-03**

**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 6th DAY OF JANUARY, 2015.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

By: _____
Reba Bechtel, City Clerk

APPROVED TO FORM:

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, 2015, 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, LLC. and the City have made and executed this Agreement.

Colorado Code Consulting, LLC.

City of Central

By: 

Stephen Thomas,
Title: President

By: _____
Daniel Miera
Title: City Manager

Date: December 29, 2014

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 (61st) 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

FROM: Reba Bechtel, City Clerk

DATE: January 6, 2015

ITEM: Resolution No. 15-04: A resolution of the City Council of the City of Central amending the City of Central Comprehensive Fee Schedule.

NEXT STEP: Move to approve Resolution No. 15-04.

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** The proposed resolution amends the comprehensive fee schedule to include revised and additional fees that staff feels should be listed and approved. For clarity, all new and revised fees are highlighted in yellow on the attached Comprehensive Fee Schedule.
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution No. 15-04.
- III. **FISCAL IMPACTS:** The City will realize additional revenue from the adoption of these fees. However, it is hard to quantify the amount of revenues that will be realized. Staff expects the revenues received to be minimal and almost all of the fees are designed to recover costs, not be sources of additional revenue.
- IV. **BACKGROUND INFORMATION:** None.
- V. **LEGAL ISSUES:** None
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**
Council may take one of the following actions:
1. Approve the Resolution.
 2. Approve the Resolution with changes.
 3. Deny the Resolution.

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 15-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CENTRAL, COLORADO AMENDING THE CITY OF CENTRAL
COMPREHENSIVE FEE SCHEDULE**

WHEREAS, the City of Central is authorized under its Home Rule Charter and Article 15 of Title 31 of the Colorado Revised Statutes to exercise its general police and financial powers, including but not limited to the ability to impose and collect fees for the processing of licenses, applications, and performance of other administrative services; and

WHEREAS, by Ordinance No. 09-14, the City of Central (“City”) City Council adopted a comprehensive fee schedule, which may be amended by resolution of the City Council; and

WHEREAS, the City Council desires to update, amend and add certain administrative fees as indicated in the Fee Schedule attached here and incorporated herein as **Exhibit A**.

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

Section 1. Comprehensive Fee Schedule. The City Council hereby amends and readopts the City of Central Comprehensive Fee Schedule, attached hereto and incorporated herein as **Exhibit A**, to revise administrative and other fees as shown.

Section 2. Severability. If any portion of this Resolution is found to be void or ineffective, it shall be deemed severed from this Resolution and the remaining provisions shall remain valid and in full force and effect.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption whereupon City staff is directed to take all steps necessary to implement said fee schedule.

ADOPTED THIS 6th DAY OF JANUARY, 2015.

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

COMPREHENSIVE FEE SCHEDULE

**CITY OF CENTRAL
FEE SCHEDULE**

Type	Notes/Sub-Categories	Municipal Code Reference	Fee
Access Permit (Parkway)	Consultant Reimbursement Agreement Required	Sec. 8-7-60	\$300.00
Alarm Permit	Annual permit fee	Sec. 6-2-40	\$25.00
Alarms, False, Excessive	First 2 avoidable in calendar year 3 rd avoidable/false 4 th avoidable/false 5 th avoidable/false Each avoidable/false after 5 th	Sec. 6-2-90	Free \$100 \$500 \$1,000 \$1,000 each
Alarm System Permit Reinstatement	Reinstatement Fee *All avoidable/false fee must be paid in full prior to issuance	Sec. 6-2-80	\$500
Annexation Application	Consultant Reimbursement Agreement Required	Sec. 15-1-30	\$500.00 + \$10/Acre
Animal License	Spayed / Neutered Non- Spayed / Neutered	Sec. 7-5-30	\$10.00 \$20.00
Appeals	Building Code Historic Preservation Land Use Code Sign Code	Chapter 14; Chapter 16; Chapter 18	\$50.00 + Consult Cost \$100 + Consult Cost \$50.00 + Legal Costs \$50.00
Audited Financial Statements	Available on City Website	N/A	\$10.00
Budget, Annual	Available on City Website	N/A	\$10.00
Building Permits	Contact City to calculate	18-2-70	TBD
Business License/Sales Tax		Sec. 6-1-10 & Sec. 4-3-20	\$35.00 New \$35.00 Renewal
CD/DVD Duplication	Per CD/DVD	N/A	\$25.00
Code Copies, Municipal (On Website for Free)	Municipal Land Use Sign Code Subdivision All Other Chapters	N/A	\$100.00 \$25.00 \$25.00 \$25.00 \$25.00
Certification of Documents		N/A	\$5.00
Common Consumption Areas	Application fee License fee Renewals/Inclusions/Exclusions	Sec. 6-6-70	\$500.00 \$150.00 \$125.00
Contractors/Business License	Builder's A Builder's B Builder's C Plumber's A Plumber's B Plumber's C Heating A Heating B Appliance Gas Filter Masonry	Sec. 6-4-330	\$150.00 \$100.00 \$50.00 \$100.00 \$75.00 \$50.00 \$100.00 \$75.00 \$75.00 \$75.00 \$50.00

**CITY OF CENTRAL
FEE SCHEDULE**

Type	Notes/Sub-Categories	Municipal Code Reference	Fee
	Concrete Form		\$75.00
	Warm Air Heating & Ventilation		\$75.00
	House Mover		\$75.00
	Wrecking		\$50.00
	Excavating		\$50.00
	Special Contractor(Roofing)		\$50.00
Copies of Documents	Letter, Legal 8.5 x 11; 8.5x14 Ledger 8.5 x 17 18 x 24 24 x 36 Color Copies	N/A	.25¢ / pg \$1.50 / pg \$3.25 / pg \$5.50 / pg Add \$1.00
Copies of GIS	18 X 24 Plat (each page) 24 X 36 Plat (each page) 36 X 48 Plat (each page)	N/A	\$ 7.50 \$10.00 \$12.50
Demolition/Relocation of Historic Structure		Sec. 16-11-60	\$500.00
Driveway Permit	Refundable Deposit following inspection Permit Fee	Design Standards	\$1,000 \$50.00
Land Use Code Schedule of Fees	Amendments to Code by public Certificate of Appropriateness PUD Final PUD Preliminary Re-Zoning Amendment Ridgeline Development OD Special Review Use Variance	Chapter 16 Sec. 16-4-20	\$100.00 \$500.00 \$500.00 \$500.00 \$500.00 \$500.00 Determined by staff \$100.00
Medical Marijuana Businesses	New License Application Renewal License Transfer of Ownership	Sec. 6-7-60	\$2,000 \$1,200 \$1,200
Model Traffic Code	Online @ www.dot.state.co.us	N/A	
Notary Services/Certification	Residents/ Local Businesses Non-residents/commercial	N/A	No Charge \$5.00
Oversize/overweight vehicles (Single trip permit)	Permit application required	Sec. 8-6-70 Sec. 8-6-100	\$25.00 per trip, per vehicle
Oversize/overweight vehicles (fleet permit)	LVC and Utility Company Fleet permit (2-10 vehicles) Vehicle added to fleet (Company fleet) Vehicle added (LVC and Utility) Permit application required	Sec. 8-6-70 Sec. 8-6-100 Sec. 8-6-100	\$1,750.00 \$3,000.00 \$300.00 ea. \$250.00 ea.
Oversize/overweight vehicles (special permit)	(>200,000 lb. or 17' wide or greater) Permit application required	Sec. 8-6-70 Sec. 8-6-100	\$175.00 per trip, per vehicle
Oversize/overweight vehicles (annual permit)	Permit application required Valid for one (1) year from date of issuance on all or any specifically designated roadways or parkways	Sec. 8-6-70 Sec. 8-6-100	Determined by City Manager / staff Not less than \$20.00 per trip, per vehicle based on estimated annual trips

**CITY OF CENTRAL
FEE SCHEDULE**

Type	Notes/Sub-Categories	Municipal Code Reference	Fee
Pawnbroker License	New License Application Annual Renewal Manager Registration Fee Ownership Change of Corporate Structure Change of Location	Sec. 6-8-140	\$500.00 \$3,000.00 \$1,200.00 \$185.00 \$125.00
Police Department	Bond Processing Fee VIN Inspection Sex Offender Registration 1 st Time Sex Offender Annual Registration Fingerprints-Gaming Fingerprints-All others Traffic Accident Reports Incident and Criminal Reports: 1 st 10 pages Above 10 pages Audio/Video/DVD/CD per disc		\$30.00 \$10.00 \$75.00 \$25.00 \$25.00 \$15.00 \$10.00 \$10.00 .25¢ / pg \$25.00
Promotional Association	Certification Recertification	Sec. 6-6-80	\$100.00 \$50.00
Retail Marijuana Businesses	Application fee (for conversion of licenses; to be received from state before application is deemed complete) Application fee (for new license; to be received from state before application is deemed complete) Criminal background check fee, per individual checked License fee (per year) Renewal License Transfer of Ownership Late filing fee	Sec. 6-9-240 Sec. 6-9-150(c) Sec. 6-9-240	\$250 \$2,500 Actual cost \$2,000 \$1,500 \$750 \$750
Sales Tax License	Included with Business Lic	Sec. 4-3-20/30	N/A
Sign Permit Fee		Sec. 14-2-60	Based on valuation with \$25.00 minimum
Special Projects (does not include records request fees)	Professional Employee Time Clerical Professional Time		\$36.00 per hr \$24.00 per hr
Special Event Permits (additional fees added for damaged property by cost of replacement or repair)	Events, Parades (more than 20 participants) per day Clean-up/Damage deposit Barricades each (+ street closure fee)	Sec. 11-5-40	\$25.00 \$100.00 \$10.00
Stage Rental	For up to 2 days Each additional day		\$1,000.00 \$250.00

**CITY OF CENTRAL
FEE SCHEDULE**

Type	Notes/Sub-Categories	Municipal Code Reference	Fee
Street Closure Permit	1 st day Each additional day	Chapter 11	\$25.00 \$5.00
Parkway Closure or Use	Contact City Staff		TBD
Street Cut Permit	Street Cut Permit (Public ROW) Excavation in asphalt or concrete Excavation in gravel Excavation in dirt	Sec. 11-1-60	\$50.00 \$25/sq yd \$7/sq yd \$1/sq yd
Subdivision Schedule of Fees	Minor Subdivision Re-Subdivision Lot Line Adjustment Re-Subdivision Lot Consolidation Major Subdivision (Pre & Final)	Sec. 17-1-60	\$250.00 \$150.00 \$150.00 \$1,000.00
Water Service On/Off Fee Owner initiated meter read Other Inspection Fees	(Each) With Building Permit-1 st time Outside business hours-1 hr min Re-inspections-1 hr min Other inspections-1 hr min (includes Tap Insp) Delinquency Admin Fee-after 90 days Yard Hydrant unmetered usage-- (Apr/Oct)	Sec. 13-1-430 Sec. 13-2-340 Sec. 13-1-440 Sec. 13-1-450 Sec. 13-1-450 Sec. 13-1-480 Sec. 13-2-240	\$25.00 \$25.00 No Fee \$40.00 per hr \$25.00 per hr \$25.00 per hr \$20.00 \$75.00
Late Fees	30 Days 60 Days	Sec. 13-1-480	10% 20%
Water Tap Fees / Plant Investment Fees (See Ordinance 04-06 for more details)	3/4" Tap 1" Tap 1 1/2" Tap 2" Tap 3" Tap 4" Tap 6" Tap Per Hotel Room Per Device	Sec. 13-2-310	\$10,705.00 \$21,410.00 \$42,820.00 \$85,640.00 \$171,280.00 \$342,560.00 \$551,178.00 \$4,612.08 \$553.45
Water Rates Usage Rate	Regular Includes 3,000 gal Senior Includes 3,000 gal Commercial Includes 10,000 gal Over 10,000 gal Residential 3,001-5,000 5,001-7,000 Over 7,000 Commercial 10,000-15,000 15,001-20,000 20,001-30,000 30,001-50,000 Over 50,000 Outside City Limits	Sec. 13-2-320	\$60.00 \$48.00 \$60.00 \$95.00 \$4.84 p/thousand gal \$5.81 p/thousand gal \$6.97 p/thousand gal \$7.26 p/thousand gal \$10.89 p/thousand gal \$13.61 p/thousand gal \$14.97 p/thousand gal \$16.47 p/thousand gal \$64.00 p/thousand gal

DATE: December 31, 2014

TO: City Manager
Mayor & Council

FROM: Shannon Flowers, Finance Director/Treasurer

- Worked with City Manager and Finance Clerk on Finance Department transition plan
- Issued down payment to Caselle for accounting software and worked with representative to begin implementation process
- Updated and reconciled the IHC escrow account
- Began year-end reconciliation of accounts
- Reconciled BID marketing device fees collected to amount spent YTD
- Continued to worked with CDoT and Public Services Director on SIB Loan applications
- Assisted City Manager with holiday employee appreciation
- Meetings with City Council and staff
- Entered 2015 federal and state tax rates into payroll system
- Began wage reconciliations in preparation for W-2 forms
- Updated check listing and cash flow report for Council packet
- Worked with Liberty National Insurance representative regarding annual enrollment meeting
- Processed bi-weekly payroll and all associated tax and retirement filings
- Finance Clerk Processed Accounts Payable
- Finance Clerk processed Accounts Receivable and prepared weekly deposits
- Finance Clerk administered Court

City Clerk's Office

To: Mayor Engels, City Council, and Manager Miera

From: Reba Bechtel, City Clerk

Date: January 6, 2015

Re: Bi-weekly Report

- Council minutes and packet prep.
- Misc, special event, building permits, code questions, HP, and zoning information.
- Processed and Issued Tavern Liquor License Renewal for Central City Opera House Association dba Teller House.
- **Reminder** that Council will meet with on Tuesday, January 13th at 6:00pm with City Attorney McAskin for Council Orientation.
- **Reminder** that Tami Tanoue, CIRSA Attorney will be here for a training on Wednesday, February 11th at 6:00pm to review Public Officials Liability with Council, Planning Commission, and Historic Preservation Commission.



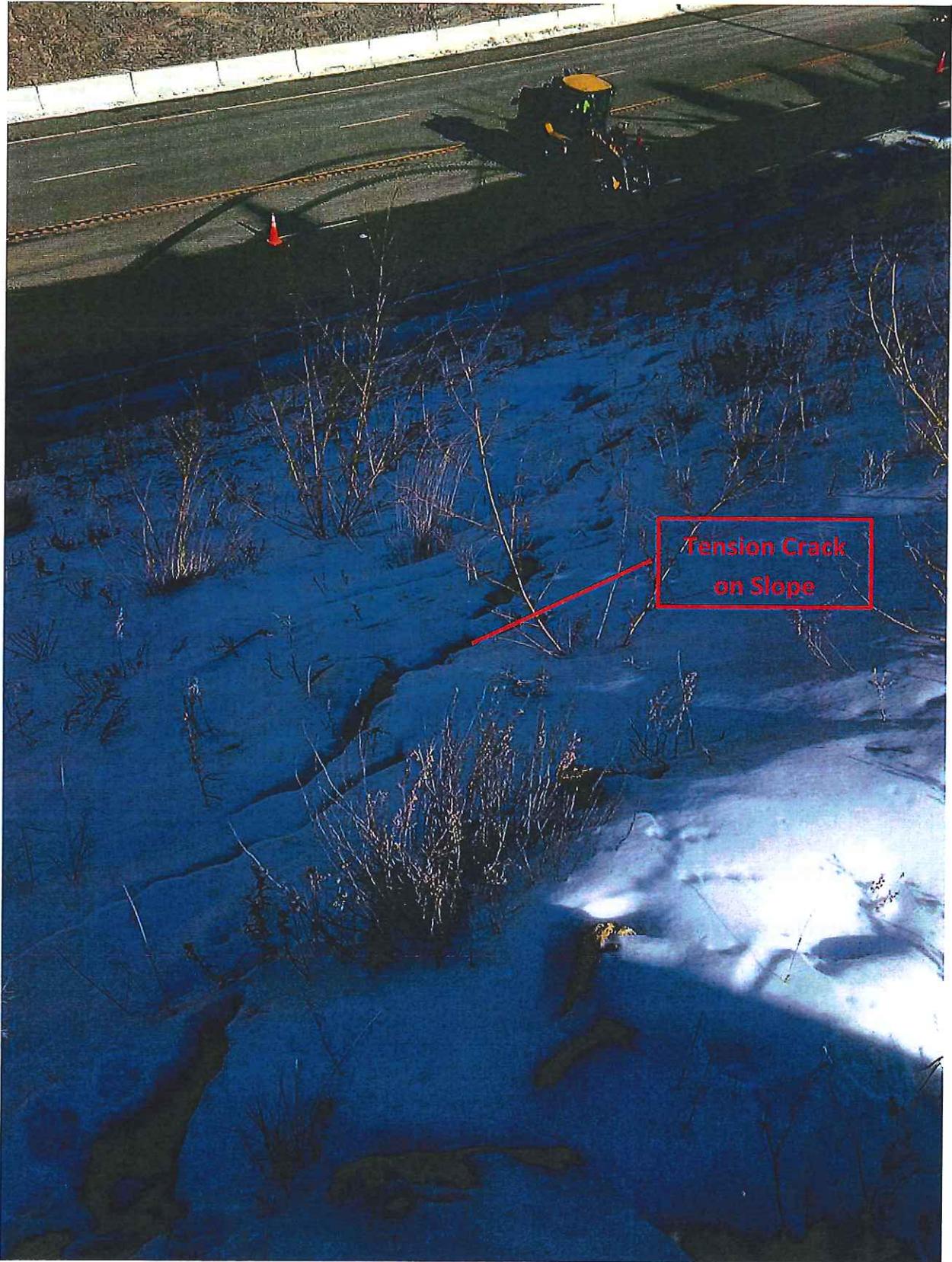
To: Mayor Engels, City Council, and City Manager

From: Shawn Griffith, Public Services

Date: January 6, 2015

Re: Bi-weekly Report

- **BH Waterline Break** – On December 23, 2014 the BH Water Treatment facility experienced a 12” water main break. The water break caused some damage to the hill side facing the Parkway right before the first “S” turn. Staff responded by placing additional concrete barriers at the base of the damaged area. Additionally CC Staff called upon its own engineer to make a field assessment. Todd Schlittenhart of YEH Engineering responded within 2 hours and determined that there may be some damage, but it won’t really be known until the spring thaw. BH has agreed to pay for Mr. Schlittenhart’s emergency services and is considering bringing in their own engineer. Mr. Schlittenhart will remain on retainer on as needed basis to protect the City’s interest.
- **Snow Removal and Sanding** – Public Works received a call from Gilpin County Dispatch, on Thursday the 25th, from a Central City citizen requesting that her street be sanded. The call was made directly to Gilpin Dispatch by the citizen. The first on call plow driver responded, as is the proto-call when County Dispatch is involved. The driver notified the Public Service Director of the call on his way in to respond. Upon arrival the road was found to be satisfactory, but was sanded anyway. Public Works will work with Gilpin Dispatch and, concurrently, help educate the public about using Gilpin Dispatch for non-emergency reasons. A note will be attached to the upcoming water bill.
- **Recycling** – Staff contracted One Way Trash removal in response to a citizen complaint about One Way’s recycling procedures. Landa Montoya, VP of One Way, was very helpful in providing a flyer on the “do’s and don’ts” of recycling. This flyer will go out in the upcoming water bill.
- **Big T** – Mark Schlang of Pinnacle , at our last correspondence, indicated there would be an RFP issued for the Storm Water Line repair on or about January 15. Staff is waiting for confirmation on the date from Mr. Schlang.
- **Roof Leak at CH** – Staff would like to offer its apologies for the hole above the marquis in Council chambers. Roofers were scheduled to repair the leak(s), but inclement weather prevented them from responding at their appointed time. The hole will be repaired as soon as the leak is fixed.



Tension Crack
on Slope

MEMORANDUM

DATE: 30 December, 2014

TO: Daniel Miera / City Manager

FROM: Gary Allen / Fire Chief

RE: Activity Report

The Fire Department has responded to 242 incidents as of 30 December, 2014 with 39 incidents being out of City, and of those 18 incidents was for Mutual Aid (MA) to other agencies. Following are the activities the department responded to and conducted for the reporting period of 13 November through 30 December, 2014.

Thursday 13 Nov., - 14:34 PM / Fire Alarm/Water flow, 129 Main St.

Thursday 13 Nov., - 19:11 PM / Fire Alarm/Water flow, 131 Main St.

Thursday 13 Nov., - 20:31 PM / Water line break, 218 Lawrence St.

Friday 14 Nov., - 19:08 PM / Fire Alarm, 321 Gregory St.

Saturday 15 Nov., - 09:59 AM / Water line break, 217 Pine St.

Sunday 16 Nov., - 09:04 AM / Smoke Investigation, 321 Gregory St.

Monday 17 Nov., - 09:50 AM / Fire Alarm, 131 Main St.

Thursday 20 Nov., - 11:52 AM / Medical, 562 Gregory St.

Friday 21 Nov., - 21:12 PM / Medical, 321 Gregory St.

Saturday 22 Nov., - 12:22 PM / Medical, Lower Russell Gulch Rd.

Monday 24 Nov., - 11:23 AM / Fire Alarm, 321 Gregory St.

Friday 28 Nov., - 09:08 AM / Fire Alarm, 321 Gregory St.

Sunday 30 Nov., - 11:16 AM / Structure Fire, MA to Timberline - Chalet Park Dr.

Saturday 20 Dec., - 10:11 AM / Medical, Missouri Flats Road
Monday 22 Dec., - 11:51 AM / Medical – Death, GMV apartments
Monday 22 Dec., - 12:28 PM / Medical, Fourth High St.
Wednesday 24 Dec., - 13:22 PM / Medical, Fourth High St.
Thursday 25 Dec., - 11:58 AM / Fire Alarm, 321 Gregory St.
Friday 26 Dec., - 15:16 PM / Structure Fire, MA to Clear Creek Fire
Friday 26 Dec., - 18:26 PM / Elevator Rescue, 120 Main St.
Friday 26 Dec., - 23:28 PM / Medical, 114 Main St.
Saturday 27 Dec., - 06:55 AM / MVA, Upper Apex Road
Saturday 27 Dec., - 21:26 PM / MVA, MM 1.2 CCP

Training

Conducted CPR renewal class on Thursday 13 November at Station 2.
Conducted regular department training at Station 2 on Thursday 20 November on Haz-Mat MSDS sheets and the ERG (Emergency Response Guidebook) guide book use.
Conducted monthly Truck & Station Maintenance at Station 1 on Thursday night 4 Dec.
Conducted regular department training on Haz-Mat fire stream use on flammable fires.
Attended with department personnel, a AAR (After Action Review) on the structure fire on Chalet Drive with all agencies at Timberline Station 7.
Captain Phil Headrick and I attended a Fire Instructor I class at Black Hawk Fire beginning Tuesday night 2 December, 3 Dec., 11 Dec., 14 Dec., & 18 Dec.

Meetings

Met with Erin Gibbs and Brandon Daruna with Gilpin Ambulance on various matters.
Met with the Pit Rally people and staff on the 2015 event.
Attended Staff meetings at City Hall.
Attended City Council meeting.
Met with Daniel on plans for moving out of sleeping quarters at station 2.
Met with all agencies on the new map book coming out at Gilpin S. O.

Met with Daniel and staff at City Hall on the new CCP closure gates.

Attended a conference call with our grant reps and AFG grant.

Met with Mike at Motorola on 800MHZ radios and some programming.

Met with all agencies on the 2015 Alive at 25 event slated for the school in April.

Met with Daniel on steel storage containers for our furniture and stuff at Station 2.

Attend a conference call with Emergency Reporting who is our new NFIRS software.

Attended a Public Safety Committee meeting in Idaho Springs with the Clear Creek folks.

Apparatus

Command 31 developed a fuel leak over the holiday time period so we will be getting that taken care of.

General

Received a donation of a stand by generator from the Mountain Family Clinic. This piece of equipment has a value of probably \$30,000 yet.

Spent time working on the FEMA-AFG grants. These grants are for a Tender, Extrication equipment and a gear extractor washing machine for our turn out gear. This grant is about a \$450,000 grant, and our match portion will be 5%.

On Tuesday 18 December, we learned that Buddy Schmalz and Roger Baker evicted us out of our living space quarters for our shift workers so the Ambulance can come into Station 2.

Met with Cirsa Insurance on a building inspection at Station 1 and Wash hall.

Met with Peak to Peak Electric to disconnect the Stand-by generator at the clinic.