

**CITY OF CENTRAL, COLORADO**  
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on  
**Tuesday, January 7, 2014 @ 7:00 p.m.**  
141 Nevada Street, Central City, Colorado  
**AGENDA**

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

**7:00pm Council Meeting**

1. Call to Order.

2. Roll Call.

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

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 19, 26, January 2; and  
City Council minutes: December 17, 2013.

**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 2014
- c. DRCOG Representative
- d. Gilpin Ambulance Authority Representative and Alternate

8. Resolution No. 14-01: 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. 14-02: A resolution approving the second amendment to the Establishing Contract for the Gilpin Ambulance Authority (McAskin)

10. Resolution No. 14-03: A resolution of the City Council of the City of Central, Colorado approving an agreement with One Way, Inc. for residential trash disposal services. (Fejeran) (continued from December 17, 2013)

**REPORTS –**

11. Staff updates –

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

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

**EXECUTIVE SESSION –**

Pursuant to C.R.S. 24-6-402(4)(e) to instruct negotiators regarding new development within the City of Central.

**ADJOURN.** Next Council meeting January 21, 2014.

Posted 1/3/14

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  
12/31/2013**

<b>Total Beginning ENB Cash on Hand 12/10/2013</b>	<b>387.95</b>
Deposits to ENB	-
Wires Out ENB	-
Cleared Checks	-
<hr/>	
12/31/2013	387.95
<less previously approved & outstanding>	(59.00)
<b>Total ENB Cash on Hand 12/31/2013</b>	<b>328.95</b>

<b>Total Beginning CO Biz Cash on Hand 12/10/13</b>	<b>72,512.93</b>
Deposits to COB	825,528.21
Wires Out COB	(60,025.93)
Cleared Checks	(145,374.48)
<hr/>	
12/31/2013	692,640.73
<less previously approved & outstanding>	(33,705.36)
<b>Total COB Cash on Hand 12/31/2013</b>	<b>658,935.37</b>

<b>Total Beginning Colotrust Cash on Hand 12/10/2013</b>	<b>1,268,122.70</b>
Wires into Account	4,060.91
Wires out of Account-Debt Service Payments	(501,139.73)
<hr/>	
<b>Total Colotrust Cash on Hand 12/31/13</b>	<b>771,043.88</b>

\*\*\*The City is currently in the process of switching the operating account from Evergreen National Bank to Colorado Business Bank. As such, you will see less and less activity out of Evergreen National and on the next cash flow report both of the operating accounts will be reflected. Once all transactions have cleared Evergreen National Bank, it will be removed from this sheet.

<b>TOTAL CASH ON HAND 12/31/2013</b>	<b>1,430,308.20</b>
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**CITY OF CENTRAL  
DEBIT CREDIT CARD PURCHASES**

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
12/13/2013	Walmart	Santa Cop purchases	2,132.25
12/16/2013	Millies	Manager Meeting Meal	23.82
12/16/2013	El Senor Sol	Meal for Santa Cop Shopping	64.24
12/23/2013	The Lodge	Employee Holiday Meal	310.67
12/30/2013	Best Buy	Employee Computer Loan	816.98
<b>TOTAL for Debit Cards</b>			<b>3,347.96</b>

CASH FLOW  
CHECK LISTING

12/31/2013

Inv Date	Inv #	Ck. Date	CK#	Vendor	Description	Amount	Mail Date
		12/20/13	127528-530	Employee Payroll	Payroll Checks	232.72	
		12/20/13	127531	ICMA-401	Retirement Contributions	1,875.09	clrd
		12/20/13	127532	ICMA-457	Retirement Contributions	1,958.32	clrd
		12/20/13	127533	ICMA-IRA	Retirement Contributions	381.00	clrd
		12/20/13	127534	United States Treasury	Employee Garishment	488.63	
11/30/13	7300096113	12/19/13	127535	DPC Industries	Chlorine	30.00	
12/10/13	5751157384	12/19/13	127536	Clear Creek Supply	PW Supplies	45.83	
12/10/13	114073383	12/19/13	127537	Physio-Control Inc	Battery Replacement	607.11	
12/6/13	267776	12/19/13	127538	Napa Auto Parts	Auto Parts	145.12	
12/12/13	96208	12/19/13	127539	Office Stuff	FD Clothing, Toner, Coffee	422.09	
12/5/13	B804754	12/19/13	127540	HD Supply Waterworks	Valve Box Riser	507.00	
12/6/13	9312773337	12/19/13	127541	Grainger	Cable Connector	61.53	
12/10/13	22320	12/19/13	127542	Med-Tech Resource Inc	Blood Pressure Cuff	128.65	
12/4/13	2013126018	12/19/13	127543	Anthem BCBS	Health Insurance Premiums	16,396.45	
12/13/13	401	12/19/13	127544	Pitney Bowes	Postage Machine Rental	299.38	
11/12/13	131201	12/19/13	127545	Gilpin County Historical Society	Employee for Washington Hall	1,679.34	
12/19/13	892041	12/19/13	127546	Aflac	Supplemental Insurance Premiums	341.96	
12/11/13	707991401	12/19/13	127547	YESCO	Sign Maintenance	80.00	
12/6/13	35612	12/19/13	127548	One Way Inc.	Residential Trash Service	77.40	
12/3/13	120313	12/19/13	127549	Sprint	Long Distance Fax	8.03	
12/9/13	370738	12/19/13	127550	Golder & Assoc.	Maintenance-Water Plant	180.00	
11/30/13	9914329787	12/19/13	127551	Airgas USA	Oxygen & Nitrogen	46.15	
11/28/13	9715762045	12/19/13	127552	Verizon Wireless	Cell Phones	1,140.48	
12/19/13	Dec-13	12/19/13	127553	Alan Lanning	January Milage and December Overage	246.03	
11/30/13	113013	12/19/13	127554	T&D Carwash	PD Car Washes	113.39	
12/6/13	2719	12/19/13	127555	Finish Line Systems	Water Meter Parts	222.95	
12/10/13	S16005	12/19/13	127556	Mechanical Solutions Inc.	Furnace Repair at Town Home	223.00	
12/4/13	73639	12/19/13	127557	Gard Specialists	PW Supplies	188.09	
11/27/13	213856	12/19/13	127558	Rex Oil Company	Fuel	5,901.58	
12/3/13	484542	12/19/13	127559	Boral Aggregates	Salt and Sand	5,584.09	
12/19/13	121913	12/19/13	127560	Robert Fejeran	Meeting Reimbursements	97.94	clrd
12/7/13	20428075	12/19/13	127561	De Lage Landen	PD Copier Lease	139.77	
12/1/13	658631	12/19/13	127562	Wimactel Inc	Pay Phone Service	70.00	
12/19/13	121913	12/19/13	127563	Cultural Economic Development	CEDA Marketing/Events Seed Money	4,304.00	clrd
12/9/13	120913	12/19/13	127564	Division of Water Resources	Toe Drain at Chance Gulch	175.00	
12/17/13	2313	12/19/13	127565	Colorado Coach Transportation	Shuttle Service for January	35,929.62	
12/27/13	2	12/27/13	127566	Hammerlund Construction	Waterline Project Pay Ap #2	351,139.73	
12/27/13	122713	12/27/13	127567	Tymco Inc	Streetsweeper Lease Payment	28,956.61	
		1/3/14	127568	McCandless Int'l Trucks	Repair of Truck (Cirsa Reimbursed)	36,892.17	
		1/3/14	127569	Employee Payroll	Payroll 1/3	340.20	
		1/3/14	127570	ICMA-401	Retirement Contributions	1,861.89	
		1/3/14	127571	ICMA-457	Retirement Contributions	1,405.80	



**CITY OF CENTRAL  
CITY COUNCIL MEETING  
December 17, 2013**

**CALL TO ORDER**

A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:00 p.m., in City Hall on December 17, 2013.

**ROLL CALL**

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

Absent: None

Staff Present: Manager Lanning  
Attorney McAskin  
Finance Director Flowers  
Planner/HPO Fejeran  
Police Chief Krelle  
Fire Chief Allen  
Utilities Superintendent Griffith  
Streets/Facilities Superintendent Braccio

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

Staff requested to table Agenda Item #11 to review the contract for One Way Trash.

**CONFLICTS OF INTEREST**

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

**CONSENT AGENDA**

Alderman Spain moved to approve the consent agenda containing the regular bill lists for December 5 and 12, 2013; and the City Council minutes for the regular meeting on December 3, 2013. Alderman Gaines seconded. In discussion, Alderman Voorhies asked about the \$30,000 refund check to Iron Horse. Manager Lanning responded that this is part of a deposit from a developer that has not yet been used and will be replenished when the PUD is filed. When Mayor Engels called the question, the motion carried unanimously.

**PUBLIC FORUM/AUDIENCE PARTICIPATION**

No one requested time to address the Council.

**SECOND READING AND PUBLIC HEARING**

Ordinance No. 13-17: 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.

## **ACTION ITEMS: NEW BUSINESS**

Resolution No.13-25: *A resolution of the City Council of the City of Central, Colorado to amending the City of Central Comprehensive Fee Schedule.*

Attorney McAskin gave the background as follows:

We have been working on new regulations for heavy trucks, hauling vehicles and oversized loads for City streets. The regulatory framework is in place and has already been adopted, which includes a variety of Code sections under Article VI. In particular Section 8-6-100 of the Municipal Code authorizes City Council to adopt a fee schedule and revise the fee schedule as necessary. The fees are arranged into four specific categories as provided in Section 8-6-70 (b) (1-4) and are enumerated as Single Trip Permit; Fleet Permit; Annual Permit; Special Permit. The permit fees are expected to provide a minimal amount of income for the City during any given fiscal year, depending upon the pace of development and projects.

Kent Kisselman and Chief Krelle were working on this issue previously and the overall regulatory framework has been completed. The permit fees will apply to all City streets and the Central-City Parkway, which is a controlled access highway under the City's jurisdiction. The purpose of the permit fees is to regulate the operation of oversize and overweight vehicles operating within the City and to protect the safety of drivers, to protect the efficient movement of traffic from unreasonable interference, and to protect the roadways from undue damage to the road foundations, surfaces, or structures.

Council had questions regarding size/weight of vehicles required to get a permit and enforcement as well as if this would be retroactive for Mr. Goltra. Manager Lanning stated that there is a state table for size/weight which will be enforced by the Police Department at our discretion and the fees would begin from approval of this resolution.

Alderman Gaines moved to approve Resolution No.13-25: A resolution of the City Council of the City of Central, Colorado to amending the City of Central Comprehensive Fee Schedule. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No.13-26: *A resolution of the City Council of the City of Central, Colorado forming a Creative District.*

City Planner Fejeran gave the background as follows: Downtown Central City has been well-recognized as a cultural hub in which there already exists a high concentration of cultural facilities, creative businesses, and arts-related businesses. By enacting Section 24-48.5-314, the general assembly intends that the state provide leadership and support to local communities desirous of creating their own creative district, by, among other things, certifying districts, offering available incentives to encourage business development, exploring new incentives that are directly related to creative enterprises, facilitating local access to state assistance, enhancing the visibility of creative districts, providing technical assistance and planning, ensuring broad and equitable program benefits, and fostering a supportive climate for the arts and culture, thereby contributing to the development of healthy communities across the state and improving the quality of life of the state's residents.

Establishing a Creative District provides access to grant funding, tailored technical assistance, networking and training programs, promotional tools, and access to advocacy tools. A Creative District will help in:

Alderman Gaines moved to table Resolution No. 13-28: A resolution of the City Council of the City of Central, Colorado approving an agreement with One Way, Inc. for residential trash disposal services to January 7, 2014 to allow for staff to review the contract. Alderman Spain seconded, and without discussion, the motion carried unanimously.

Resolution No. 13-29: A resolution of the City Council of the City of Central, Colorado approving the Second Amendment to the Intergovernmental Agreement by and between the City of Central and the Central City Business Improvement District.

Attorney McAskin gave the background as follows:

Via Ordinance 13-17, the City Council has extended the \$5.00 per month gaming device fee (the "Marketing Fee") for calendar year 2014. 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 2014 to accomplish the joint advertising and marketing goals of the City and the CCBID. The IGA was previously amended and extended for calendar year 2013 (the "First Amendment").

The proposed Second Amendment to the IGA (the "Second Amendment") is attached to the proposed Resolution as **Exhibit 1**. City Council may approve the Second Amendment to memorialize the terms under which the CCBID will utilize the funds generated by the Marketing Fee in 2014. 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 2014 or with the approval of the Second Amendment. The collection and disbursement of the Marketing Fee to the CCBID is set forth in the approved 2014 Budget.

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

- Marketing Fee revenues may only be used by the CCBID for costs and expenses associated with implementing the 2014 Marketing Plan or other costs and expenses approved by the City Manager in writing;
- Acknowledgment that the City will pay the CCBID a monthly management fee of \$833.33 per month to oversee and manage the shuttle service in accordance with the (the same monthly rate remitted to the CCBID in 2013).
- The term of the Second Amendment runs through December 31, 2014, and that any extension of the Marketing Fee must be extended through future legislative action of City Council.

Alderman Gaines asked for clarification of why the funding amount noted for marketing is different from the amount referenced in the just adopted Ordinance 13-17. Finance Director Flowers explained that the amount referenced in Ordinance 13-17 is the amount reflected to be collected in the 2014 Adopted Budget. The amount referenced in the IGA is the amount that the CCBID would

Hearing no further business, Mayor Engels adjourned the meeting at 8:02 p.m.  
The next Council meeting is scheduled for January 7, 2014 at 7:00 p.m.

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Ronald E. Engels, Mayor

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Reba Bechtel, City Clerk

Weekly Register-Call  
Request for consideration for 2014 Newspaper of Record

December 27, 2013

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, 2014. 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

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

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

Thanks, Aaron

/s/ Aaron Storms

Aaron Storms  
Publisher & Managing Editor  
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## AGENDA ITEM # 8

### CITY COUNCIL COMMUNICATION FORM

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**FROM:** Reba Bechtel, City Clerk

**DATE:** January 7, 2014

**ITEM:** Resolution No. 14-01: A resolution designating the public place for posting of notice of regular and special meetings of local public bodies of the City.

**NEXT STEP:** Council Motion

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ORDINANCE  
 MOTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** The proposed resolution in an annual event for posting places as required by Section 24-6-402(2)( c) C.R.S.
- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution 14-01.
- III. **FISCAL IMPACTS:** N/A
- IV. **BACKGROUND INFORMATION:** This resolution is proposed with no changes from last year.
- V. **LEGAL ISSUES:** None
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**  
Council may take one of the following actions:
1. Move to approve.
  2. Amend the Resolution
  3. Move to deny.



**CITY OF CENTRAL, COLORADO  
RESOLUTION NO. 14-01**

**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  
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 7<sup>th</sup> day of January 2014.

**CITY OF CENTRAL, COLORADO**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





## AGENDA ITEM # 9

### CITY COUNCIL COMMUNICATION FORM

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**FROM:** Shannon Flowers, Finance Director

**DATE:** January 2, 2014

**ITEM:** Resolution 14-02 A Resolution of the City Council of the City of Central, Colorado Approving the Second amendment to the Establishing Contract for the Gilpin Ambulance Authority

**NEXT STEP:** Make a motion to adopt Resolution 14-02 Resolution of the City Council of the City of Central, Colorado Approving the Second amendment to the Establishing Contract for the Gilpin Ambulance Authority

ORDINANCE  
 MOTION  
 INFORMATION

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- I. **REQUEST OR ISSUE:** Central City, Black Hawk, Gilpin County originally entered into a contract the established the Gilpin Ambulance authority in June of 2009. In 2012, the three entities adopted the First Amendment to the Establishing Contract in order to revise the method of funding for payment by the three entities. Resolution 14-02 approves the Second Amendment to the Establishing Contract.

The Second Amendment to the Establishing Contract does the following four things:

- 1) Revises the method of funding and payment by the three entities so that the 57% of funds collected based upon call volume take into account two previous years of call volumes. Previously this was only one year.
- 2) Establishes that there shall always be an ending fund balance of \$100,000. Any funds over this balance are applied to the base contributions of the three entities.
- 3) Changes all references to "Executive Director" to "Manager" for consistency as all three entities has managers, not executive directors.
- 4) Establishes a requirement the Ambulance Authority Manager provide the board with a proposed budget for the upcoming year no later than

August 31<sup>st</sup> of each year. This is included so that all three member entities are able to include an accurate funding amount in their respective annual budgets.

- II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion to adopt Resolution 14-02, A Resolution of the City Council of the City of Central Approving the Second Amendment to the Establishing Contract for the Gilpin ambulance Authority.
- III. **FISCAL IMPACTS:** The change in the calculation of funding levels was discussed by the Finance Directors of Black Hawk and Central City prior to the City adopting the 2014 Budget. Therefore, the change in calculation was taken into account in the 2014 Budget and the budgeted amount of \$170,050 is sufficient to cover the City's required funding of \$163,575 as shown in Exhibit 2.
- IV. **BACKGROUND INFORMATION:** Please see the Exhibit A to Resolution 14-02.
- V. **LEGAL ISSUES:** City Attorney has reviewed.
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**
  - 1. Make a motion to adopt Resolution 14-02.
  - 2. Make a motion to adopt Resolution 14-02 with amendments.
  - 3. Table the request.

**CITY OF CENTRAL, COLORADO  
RESOLUTION NO. 14-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,  
COLORADO APPROVING THE SECOND AMENDMENT TO THE ESTABLISHING  
CONTRACT FOR GILPIN AMBULANCE AUTHORITY**

WHEREAS, the City of Central, Gilpin County, and the City of Black Hawk (collectively, the "Parties") entered into that certain Establishing Contract for the Gilpin Ambulance Authority dated June 2, 2009 (the "Agreement"); and

WHEREAS, the Agreement was modified by that certain First Amendment dated April, 2012; and

WHEREAS, the Parties desire to consider and approve a proposed Second Amendment to the Agreement in order to make certain minor revisions to the Agreement; and

WHEREAS, a copy of the proposed Second Amendment is attached to this Resolution as **Exhibit A** and is incorporated herein by reference; and

WHEREAS, the Agreement requires that any amendments or modifications to the Agreement be approved by the governing bodies of the Parties; and

WHEREAS, the City Council desires to memorialize its consent to the Second Amendment.

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

**Section 1.** The City Council hereby approves the Second Amendment attached to this Resolution as **Exhibit A**, authorizes the City Manager, in consultation with the City Attorney, to make such changes as may be needed to correct any nonmaterial errors or language that do not increase the obligations of the City, and authorizes the Mayor to execute the Second Amendment on behalf of the City.

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

ADOPTED THIS 7<sup>th</sup> DAY OF JANUARY, 2014.

**CITY OF CENTRAL, COLORADO**

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

**ATTEST:**

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

**APPROVED TO FORM:**

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

Resolution Exhibits:

**Exhibit A** – Second Amendment to Establishing Contract – Gilpin Ambulance Authority

SECOND AMENDMENT TO  
ESTABLISHING CONTRACT  
FOR  
GILPIN AMBULANCE AUTHORITY

**RECITALS**

WHEREAS, Gilpin County ("County"), the City of Black Hawk ("Black Hawk"), and the City of Central ("Central") originally entered into the Establishing Contract for the Gilpin Ambulance Authority dated June 2, 2009 (the "Original Agreement");

WHEREAS, the County, Black Hawk and Central entered into a First Amendment to Establishing Contract for Gilpin Ambulance Authority dated April 2012 (the "First Amendment") addressing the formula for payment of ambulance services by the three (3) member entities;

WHEREAS, the Original Agreement and the First Amendment included an allocation for the payment of the Authority's annual budget;

WHEREAS, the Parties hereto now desire to again amend the allocation formula as set forth in this Second Amendment by the replacement of Exhibit 1 with a new Exhibit 2, attached hereto and incorporated herein by this reference, to be effective retroactive to January 1, 2014; and

WHEREAS, the Parties hereto further desire to make the additional minor revisions set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. Effective for the budget year 2014, and thus retroactive to January 1, 2014, Exhibit 1 to the First Amendment is hereby replaced in its entirety with Exhibit 2, attached hereto and incorporated herein by this reference. The references to Exhibit 1 in the Original Agreement and First Amendment, including those set forth in Article III, Section 2, subsection A., Article III, Section 8, subsection A, and Article VII, Section 1, shall be construed to refer to Exhibit 2 following the effective date of this Second Amendment.

2. Article II, Section 1, subsection (f) of the Original Agreement is amended to read as follows:

(f) To employ agents and employees including *a manager* an ~~executive director~~ reporting to the Board.

3. Article II, Section 8, subsection C. of the Original Agreement is amended to read as follows:

C. The Authority shall engage *a Manager* ~~an Executive Director~~, who shall be a contract employee, to handle the day-to-day management and administration of the Authority and to perform such duties as may be required by the Board, ~~such Executive Director to be retained by the Board of Directors commencing no later than September 30, 2009~~

4. Article IV, Section 4 of the Original Agreement is amended to read as follows:

Budget. The *Manager* ~~Treasurer~~ shall have the duty to prepare and recommend an annual budget to the Board, *and provide the proposed annual budget to the three (3) Members* no later than *August 31* ~~September 30~~ of each year for the next succeeding calendar year.

5 Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the Parties. This Second Amendment along with the Original Agreement constitutes the entire agreement between the Parties related to the matters herein.

IN WITNESS WHEREOF, the undersigned Members have caused this instrument to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

ATTEST

\_\_\_\_\_  
County Clerk

GILPIN COUNTY, COLORADO

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

ATTEST:

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

CITY OF BLACK HAWK, COLORADO

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

ATTEST:

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

CITY OF CENTRAL, COLORADO

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

EXHIBIT 2 TO  
SECOND AMENDMENT TO ESTABLISHING CONTRACT FOR  
GILPIN AMBULANCE AUTHORITY

EXHIBIT 2  
ESTABLISHING CONTRACT FOR  
GILPIN AMBULANCE AUTHORITY

Each Member's payment for ambulance services rendered by the Authority shall be determined as follows:

- A. Commencing in 2014, the payments by the members shall be based on the following allocation formula:

Gilpin County: 33% as the base percentage for the County based on 33% of Net Funds required for the Authority (Budgeted expenditures less proposed revenue from all revenue sources)

Black Hawk: 5% of Net Funds required for the Authority

Central City: 5% of Net Funds required for the Authority

All Parties: Remaining 57% allocated between the Parties based on call volume from the period of Jan 1 through Dec 31 two years preceding the budget year in question. (ie. budget year 2014, call volume Jan 1-Dec 31, 2012)

Ending Balance: The ending balance of the budget shall not exceed \$100,000. Any funds in excess of this agreed amount shall be applied to the Net Funds.

In the event of a funding shortfall, the Authority Board shall meet and recommend a plan to the Members for covering the shortfall. The Members shall use best efforts to cover the shortfall.

- B. The Attached spreadsheet is provided for illustrative purposes:







# AGENDA ITEM # 10

## CITY COUNCIL COMMUNICATION FORM

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**FROM:** Robert Fejeran, City Planner  
**DATE:** January 7, 2014  
**ITEM:** Resolution 14-03 - Residential Trash Collection and Recycling Service

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ORDINANCE  
 MOTION / RESOLUTION  
 INFORMATION

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**I. REQUEST OR ISSUE:**

The current one-year contract with One Way Inc. to provide residential trash collection and recycling service expires at the end of the year. A Professional Service Agreement for One Way Inc. to serve in the same capacity in 2014 is attached.

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

Review and approve the Resolution and Professional Services Agreement.

**III. FISCAL IMPACTS:**

The contract amount shall not exceed \$58,000 for the year. The budgeted amount is \$58,000. This is an increase of \$8,000 from last year.

Fees include: (see Exhibit B)

- a. \$18.35 per month per home up to 75 homes.
- b. \$17.35 per month per home exceeding 75.
- c. \$5.00 per month for recycling

**IV. BACKGROUND INFORMATION:**

One Way, Inc. has provided this service for at least the last two 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. 14-03**

**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 17<sup>th</sup> DAY OF DECEMBER, 2013.

**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 Fifty Thousand Dollars (\$50,000) 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, 2014, 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 (61<sup>st</sup>) day following the date of the invoice, until paid. Payment shall be deemed made upon hand delivery to any employee of 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.

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

One Way, Inc. will provide service to the residents of Central City for the 2014 calendar year according to the following terms and conditions:

1. Contract amount shall not exceed \$58,000.00.
2. One Way will conduct weekly collection of 32-gallons of household trash generated by the residents of each home in the City for one (1) year at the monthly rate of:
  - a. \$18.35 per month per home up to 75 homes.
  - b. A volume discount will apply at a rate of \$17.35 per month per home exceeding 75.
3. One Way will conduct weekly collection of 32-gallons of household recycling generated by the residents of each home in the City for one (1) year at the rate of \$5.00 per month per home.
4. Collection will be curbside near the homeowner's house.
5. The homeowner will provide the containers.
6. One-way Disposal will chain up in the event of snow.
7. No car batteries, paints, chemicals, tires, or other items restricted by the landfill.
8. No refrigerators, freezers, or air conditioners due to Freon in them.
9. No bulky items such as appliances and furniture.
10. No construction or demolition debris.
11. Arrangements can be made for "special pick-ups" of certain bulky items on an individual basis at an additional cost to the resident.
12. Accounts can be put on hold due to vacations/vacancies at specific home(s) when notified two (2) weeks in advance by the City.
13. The terms of this Agreement and Exhibit B "scope of services" shall control over any conflicting term in Contractors' written proposal dated December 13, 2013.



DATE: January 2, 2014  
TO: Alan Lanning, City Manager  
Mayor & Council  
FROM: Shannon Flowers, Finance Director/Treasurer

Following is an update of the Finance Department's activities from Friday December 13<sup>th</sup> through Thursday, January 2<sup>nd</sup>, 2014.

- Took minutes at City Council meeting
- Prepared CCF for Resolution 14-02
- Prepared and filed 4<sup>th</sup> quarter 941 and state unemployment insurance tax filings
- Filed Adopted 2014 Budget with Department of Local Affairs
- Made corrections to wage categories in accounting system
- Updated check listing and cash flow report for Council packet
- \*\*The recent closing of the Crystal Palace Casino equates to a loss in revenue of approximately \$133,000 in 2014. \$123,000 in regular device fee revenue, \$6,000 in marketing device fee revenue and \$4,000 in sales tax revenue. This loss in revenue decreases the budgeted ending fund balance for the General Fund by the same amount to \$1,786,257. When taking the Water Fund loan into consideration, the ending fund balance decreases to \$553,263.
- Had 2014 Budgets copied and bound
- Entered 2014 payroll tax rates into accounting system
- Entered 2014 Budget amounts into accounting system
- Continued work with Evergreen National Bank on Short Term Loan issuance
- 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:** City Manager Alan Lanning, Mayor Engels, and City Council

**From:** Reba Bechtel, City Clerk

**Date:** January 7, 2014

**Re:** Bi-weekly Report

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- Council minutes and packet prep.
- PC packet prep for Comprehensive Plan Work Session.
- Liquor renewal processed and issued for The Teller House.
- Retail Marijuana License processed and issued for Green Grass LLC effective January 1, 2014.
- A BIG thank you to the City Hall (2<sup>nd</sup> floor) staff for picking up the slack these last two+ weeks.



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

**From:** Robert Fejeran, City Planner/HPO

**Date:** January 7, 2014

**Re:** Bi-weekly Report

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## Workplan Items in Progress

- **Baseline Services** –
  - ***Permitting:***
    - No new permits
  - ***Land Planning:***
    - Land Use Plan element to evaluate/guide smart growth and future possibilities of development—residential, downtown (creative) district, PUDs, annexations
- **General Planning**
  - Comp Plan Planning Commission presentations begin.
  - Evaluation of community interests, business activities, econ dev.
- **Public Works / Infrastructure** –
  - AT&T facility: site design final
- **Economic Dev/Grants** –
  - NEA, USDA grants
  - GOCO Grant 3/2014, CEDA Fundraiser 4/2014
- **Information Technology** –
  - Fiber optics installation, Public Access TV/online viewing
- **Project Management** –
  - Quartz Hill Reclamation
    - Quartz Hill contract postponed until April 2014



## Water Department

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

**From:** Shawn Griffith, Utilities Superintendent

**Date:** January 7, 2014

**Re:** Bi-weekly Report

- 
- **Emergency Call Outs** – On December 31, the Water Department was called out to evaluate water running out a back door on 209 W4th. The home is currently bank owned and the previous owner was not available. The water was shut off, but not before approximately 350, 000 gallons of water had been released. It would appear there was *no or inadequate* heat to the home. This allowed the water to freeze, then thaw on the warmer days.
  - **Capital** – The last quarter of 2013 the Water Department kept capital outlays to a minimum to help conserve cash. The exception being the Lawrence St project which was performed on budget within the contingency. The BHCC Sanitation District was a very responsible partner in the project, as they contributed to both the Gregory St project; and, additional funds for increased asphalt on Lawrence.
  - **Projects** – In 2014 will include the Chase Dam toe drain repair, work on the transmission intakes, and Storm Water Master Plan review and implementation.



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

**From:** Joe Braccio, Streets/Facilities Superintendent

**Date:** 1/1/2014

**Re:** Bi-weekly Report

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### Completed Projects

- Daily Duties – Staff has been sweeping daily after each snow event to help with air pollution and keeping the city clean as well as keeping up with other daily tasks. The crew has also been washing downtown and signage after snow events to remove salt residue.
- Storm Events – Staff has been in several times over the last couple of weeks to work snow events. The crew has been doing a good job on sand/salt management.
- Fiber Ops - Staff has run new conduit into city hall so we can increase the speed of our internet by installing a new fiber optic cable.
- Fleet- Staff has been working hard on keeping up with fleet maintenance. We picked up the truck that was in the accident a few mouths ago since there is so much work still to be done which staff will preform before it goes back into service.
- Rack System- Staff has built a new rack system to hang our truck mounted sanders at little cost to the city. Most of the material was collected from old projects and scrap steel.

### Upcoming Projects

- Staff will start the removal of Christmas decorations throughout town over the next couple of weeks.
- Over the next month staff will start design on the Nevada Street wall and will keep council informed.



## MEMORANDUM

**DATE:** 7 January, 2014  
**TO:** Alan Lanning / City Manager  
**FROM:** Gary Allen / Fire Chief  
**RE:** **Activity Report**

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The Fire Department ended the year with approximately 353 incidents in 2013, with 56 incidents being out of city, and of those 22 was for Mutual Aid (MA) to other agencies. The department responded to incidents as of 6 January, 2014, with incidents being out of city and of those incidents was for Mutual Aid (MA) to other agencies as well, the following are the incidents and activities the department responded to and conducted as of 6 January 2014.

Thursday 12 Dec., 2013 - 09:24 AM / Water flow alarm - 131 Main Street

Thursday 12 Dec., 2013 - 14:00 PM / Medical - 562 Gregory St.

Thursday 12 Dec., 2013 - 16:09 PM / Medical - 132 Lawrence St.

Sunday 15 Dec., 2013 - 02:40 AM / Fire Alarm - 321 Gregory St.

\*Wednesday 18 Dec., 2013 - 21:55 PM / Structure Fire – MA Timberline Fire at 1275 Lodge Pole Dr.

Thursday 19 Dec., 2013 - 09:14 AM / Sprinkler Leak - 131 Main St.

Saturday 21 Dec., 2013 - 04:35 AM / Fire Alarm - 321 Gregory St.

Tuesday 24 Dec., 2013 - 08:13 AM / Medical - 102 Main St.

Wednesday 25 Dec., 2013 - 16:49 PM / Medical - Residential 3<sup>rd</sup> High St.

Wednesday 25 Dec., 2013 - 16:55 PM / Medical/death - GMV

Friday 27 Dec., 2013 - 12:44 PM / Vehicle Fire - 111 Lawrence St. / Century Parking garage

Saturday 28 Dec., 2013 - 01:42 AM / Fire Alarm - 321 Gregory St.

Saturday 28 Dec., 2013 - 08:21 AM / Fire Alarm - 321 Gregory St.

### **Training**

I give the Firefighters the last three weeks of the year off from training so no regular department training was done after 7 December.

Captain Phil Headrick and Myself attended an EVOG (Emergency Vehicle Operator class) hosted by South Metro Fire District and funded by T. Charles Wilson Ins.

### **Meetings**

Attended a meeting with Chief Don Taylor from Black Hawk on water issues.

Attended a City Council meeting.

Attended a meeting with Mike Coleman with Motorola over some radio issues.

### **Apparatus**

The vacuum pump went out of my command truck and I went to Denver to pick one up but had to order it.

Spent a day reprogramming and inputting software updates into our radios with Mike Coleman with Motorola and Captain Phil Headrick.

### **General**

I submitted a small grant request through the Alan Green Memorial Foundation for equipment.

Worked with Kyle some on the hydrant and water supply GPS project he is working on for his school project at college.

As Lieutenant Royce McLain and his wife are expecting their first baby in December we have moved our annual awards night to 30 January 2014 so they can attend also.