CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, December 18, 2018 @ 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 Kathryn Heider
   Mayor Pro-Tem Shirley Voorhies
   Council members Judy Laratta
   Jeff Aiken

3. Pledge of Allegiance

4. Additions and/or Amendments to the Agenda

5. Conflict of Interest

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

   Regular Bill lists through December 13;
   City Council minutes: December 4, 2018; and
   Third Addendum to City Manager Employment Agreement.

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.

PUBLIC HEARING –

7. Ordinance No. 18-14: An ordinance of the City Council of the City of Central, Colorado amending Section 3.6 of the Home Rule Charter of the City of Central pursuant to voter approval granted on November 6, 2018. (McAskin)

ACTION ITEMS: NEW BUSINESS –

8. Historic Preservation Commission Appointment – Alex Thorne, David Forsyth, Deb Wray


10. Main Street Central City Annual Report – Lisa Roemhildt
13. Resolution No. 18-35: A resolution of the City Council of the City of Central, Colorado approving extensions of engineering-related Professional Services Agreements (JVA, Inc. and Deere & Ault Consultants, Inc.) (Hoover/Nelson)
14. Resolution No. 18-36: A resolution of the City Council of the City of Central, Colorado approving extensions of Professional Services Agreements. (Rears)
15. Resolution No. 18-37: A resolution of the City Council of the City of Central, Colorado approving an extension of the Services Agreement with One Way, Inc. for residential trash disposal services. (Hoover)
16. Resolution No. 18-38: A resolution of the City Council of the City of Central, Colorado amending the 2018 Budget and approving a supplemental appropriation to assist the City with completion of the Water Intakes Project. (Robbins)
17. Appreciation of Service:
   Kathy Heider for 2 years as Mayor and 4 years on City Council
   Shirley Voorhies for 8 years on City Council and 14 Years on HPC & Planning Commission

REPORTS –
18. 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 is Wednesday, January 2, 2019.

City Council invites all the businesses and residents of Central City and all our dedicated Commission members to join them for refreshments following the meeting.

Happy Holidays!

Posted 12/14/2018

Please call Reba Bechtel, City Clerk at 303-582-5251 at least 48 hours prior to the Council meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting.
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Grand Totals: 63,919.54
CITY OF CENTRAL
CITY COUNCIL MEETING
December 4, 2018

CALL TO ORDER
A regular meeting of the City Council for the City of Central was called to order by Mayor Heider at 7:00 p.m., in City Hall on December 4, 2018.

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

Absent: None

Staff Present: City Manager Miera
Attorney McAskin
City Clerk Bechtle
Finance Director Robbins
Public Works Director Hoover
Captain Tom Ihme GCSO
Fire Chief Allen

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
Mayor pro tem Voorhies moved to approve the consent agenda containing the regular bill lists through November 28 and the City Council minutes for the meeting on November 20, 2018. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION
No one requested time to address the Council.

PUBLIC HEARING
Ordinance No. 18-13: An ordinance of the City Council of the City of Central, Colorado amending Sections 4-3-60, 4-3-90, 4-3-130 and 4-3-150 of the City of Central Municipal Code to codify an increase in the City’s Sales and Use Tax pursuant to voter approval granted on November 6, 2018.

Attorney McAskin reviewed the background as follows: Ordinance No. 18-13 codifies an increase in the City’s sales and use tax pursuant to voter approval granted on November 6, 2018.
Ballot issue 1A estimated the first fiscal year increase in tax revenue at five hundred and fifty thousand dollars ($550,000). The revenues of the increased sales and use taxes will be used for the purposes specified in ballot issue 1A. The City Manager will provide a report in 2020 and subsequent years detailing the uses of these funds.

Article X, Section 20 of the Colorado Constitution ("TABOR") requires voter approval in advance for any new tax. Section 13.1 of the Home Rule Charter authorizes the City Council to level and collect taxes for any and all municipal purposes, provided that no sales tax shall be levied until such tax is approved by a majority of the electors voting at a regular or special election.

The City Council referred ballot issue 1A to the Central City electorate at the November 6, 2018 general election. Ballot issue 1A was approved by voters, increasing the rate of sales and use taxes from four percent (4%) to six percent (6%).

The text of ballot issue 1A provided that the sales and use tax increase, if approved by voters, would be effective on January 1, 2019.

In order to codify the increase in the sales and use tax approved by voters, the following sections of the Central City Municipal Code must be amended:

- Section 4-3-60 (sales tax levy);
- Section 4-3-90 (use tax);
- Section 4-3-130 (building materials); and
- Section 4-3-150 (reports by retailer or vendor; payment of tax).

Mayor Heider opened the Public Hearing at 7:07 p.m. Hearing no comment, Mayor Heider closed the Public Hearing at 7:08 p.m.

Mayor pro tem Voorhies moved to adopt Ordinance No. 18-13: An ordinance of the City Council of the City of Central, Colorado amending Sections 4-3-60, 4-3-90, 4-3-130 and 4-3-150 of the City of Central Municipal Code to codify an increase in the City’s Sales and Use Tax pursuant to voter approval granted on November 6, 2018 on second reading. Alderman Aiken seconded, and without discussion, the motion carried unanimously.

**ACTION ITEMS: NEW BUSINESS**

**Central City Opera Annual Report**

Scott Finlay, Director of Development, provided a summary of 2018 events noting that 12,000 people attended the Opera productions. CCOA is grateful for the continued support and strong partnership with the City of Central including the invitation to participate in the ULI conference. Other new and promising events from 2018 were the Jazz Festival and the Plein Air Festival. CCOA will be applying for grant funds for the McFarlane House and working with an interior design company for a facelift to the Johnson House. Also, Eric Chinn, Director of Historic Properties, has provided new ideas and assisted in the opening of the Teller House.

**Ordinance No. 18-14:** *An ordinance of the City Council of the City of Central, Colorado amending Section 3.6 of the Home Rule Charter of the City of Central pursuant to voter approval granted on November 6, 2018.*

Attorney McAskin explained that this ordinance codifies an amendment to the Home Rule Charter clarifying and amending the language concerning the procedure to fill city council vacancies, which was
approved by voters on November 6, 2018. The language set forth in ballot question 1B allows the City Council to either appoint a person to fill the vacancy or call a special election. This amendment to the Charter streamlines the process of filling vacancies on City Council, has the potential to save taxpayers the expense associated with holding a special election in order to fill such vacancies, and provides for more flexibility in how City Council vacancies are filled.

The current language in Section 3.6 of the Charter requires the City Council to call a special election to fill a vacancy on City Council (other than for the position of Mayor) if the term for that position has more than 180 days left when the vacancy occurs. Special elections require a significant expenditure of City funds and additional staff time.

Mayor pro tem Voorhies moved to adopt Ordinance No. 18-14: An ordinance of the City Council of the City of Central, Colorado amending Section 3.6 of the Home Rule Charter of the City of Central pursuant to voter approval granted on November 6, 2018 on first reading and further move that second reading and public hearing on the ordinance be scheduled for Tuesday, December 4, 2018 at 7:00 p.m. to be held in these Council Chambers. Alderman Aiken seconded, and without discussion, the motion carried unanimously.

REPORTS
Manager Miera responded to Council questions:
1. Richville-Williams house – meeting today with applicant, process moving forward
2. Water Intakes – operations as expected

Public Works Director added that staff has test driven 6 sweepers and will soon have a final proposal for the purchase of the new street sweeper within budget.

COUNCIL COMMENTS
Mayor Heider thanked John Blake for the Christmas tree and noted the election results in both local papers was incorrect.

Mayor pro tem Voorhies thanked the community for their support of the Tommyknocker event and especially to Barbara Thielemann for her 21 years of volunteer service.
Alderman Aiken seconded the stated by Scott Finlay that Eric Chinn has been an excellent addition to the Opera Association.

Alderman Laratta added that Main Street and City Hall look very festive and thanked the Main Street Commission for sponsoring the Holiday Light Contest.

PUBLICFORUM/AUDIENCEPARTICIPATION
Barb Thielemann, 101 H Street, thanked all the volunteers and sponsors of the Tommyknocker event with a special thank you to Eric Chinn with the CCOA for his help with the event.

Jack Hidahl, 206 E 3rd High, commended Council and the BID for putting together the ULI conference and provided additional information regarding the moratorium during the gaming boom era.
EXECUTIVE SESSION

At 7:38 p.m., Mayor pro tem Voorhies moved to go into Executive Session pursuant to C.R.S. 24-6-402(4)(f) to discuss personnel matters for which the employee has consented and further moved to reconvene the December 4, 2018 regular City Council meeting at the conclusion of the executive session for the purpose of taking any action deemed necessary. Alderman Aiken seconded, and without discussion, the motion carried unanimously by a vote of 4-0.

At approximately 8:28 p.m. the executive session was concluded and Mayor Heider announced that the participants in the executive session had been: Mayor Kathryn Heider, Mayor pro tem Voorhies, Alderman Laratta, Alderman Aiken, City Manager Daniel Miera, and City Attorney Marcus McAskin.

Mayor Heider proceeded to make the following announcement:

For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings law, I ask that you state your concerns for the record.

No concerns were noted. Upon motion duly made, seconded, and approved unanimously by a vote of 4-0, City Council instructed City Attorney McAskin to: (1) prepare an amendment to the City Manager’s employment agreement to reflect a seven percent (7%) increase in the 2018 base salary, with the new salary to be effective on January 1, 2019; and (2) have the amendment placed on the consent agenda at the December 18, 2018 regular meeting for City Council consideration.

There being no further business, Mayor pro tem Voorhies moved to adjourn the December 4th regular City Council meeting. Alderman Laratta seconded, and without discussion, the motion to adjourn was approved unanimously at 8:32 p.m.

The next regular City Council meeting is scheduled for Tuesday, December 18, 2018 at 7:00 p.m.

____________________________________  _________________________________
Kathryn A. Heider, Mayor                     Reba Bechtel, City Clerk
AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Heider and Members of City Council
FROM: Marcus McAskin, City Attorney
DATE: December 10, 2018 (prepared for December 18, 2018 regular meeting)
ITEM: Ordinance No. 18-14: An Ordinance of the City Council of the City of Central, Colorado Amending Section 3.6 of the Home Rule Charter of the City of Central Pursuant to Voter Approval Granted on November 6, 2018

___ X ___ ORDINANCE
___ ___ MOTION
___ ___ INFORMATION

I. **REQUEST OR ISSUE:** Ordinance No. 18-14 codifies an amendment to the Home Rule Charter ("Charter") clarifying and amending the language concerning the procedure to fill city council vacancies, which was approved by voters on November 6, 2018.

The Ordinance was approved on first reading on December 4, 2018.

II. **RECOMMENDED ACTION / NEXT STEP:** Approve the Ordinance on second reading following public hearing.

III. **FISCAL IMPACTS:** None.

IV. **BACKGROUND INFORMATION:** The current language in Section 3.6 of the Charter requires the City Council to call a special election to fill a vacancy on City Council (other than for the position of Mayor) if the term for that position has more than 180 days left when the vacancy occurs. Special elections require a significant expenditure of City funds and additional staff time.

The language set forth in ballot question 1B and approved by voters at the November 6, 2018 election allows the City Council to either appoint a person to fill the vacancy or call a special election. This amendment to the Charter streamlines the process of filling vacancies on City Council, has the potential to save taxpayers the expense associated with holding a special
V. LEGAL ISSUES: None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: N/A

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

1. Adopt Ordinance No. 18-14 on second reading following public hearing, as may or may not be amended; or

2. Direct staff to revise the Ordinance and continue the public hearing on the Ordinance to a time and date certain.

RECOMMENDED MOTION: “I MOVE TO APPROVE ORDINANCE NO. 18-14, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AMENDING SECTION 3.6 OF THE HOME RULE CHARTER OF THE CITY OF CENTRAL PURSUANT TO VOTER APPROVAL GRANTED ON NOVEMBER 6, 2018 ON SECOND READING.”
CITY OF CENTRAL, COLORADO
ORDINANCE 18-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AMENDING SECTION 3.6 OF THE HOME RULE CHARTER OF THE CITY OF CENTRAL PURSUANT TO VOTER APPROVAL GRANTED ON NOVEMBER 6, 2018

WHEREAS, the City of Central is a home rule municipality having all powers conferred by Article XX of the Colorado Constitution; and

WHEREAS, the City Council has exercised these powers by the adoption of the Home Rule Charter for the City of Central, Colorado ("Charter"); and

WHEREAS, the power to amend the Charter is vested in the registered electors of the City pursuant to Article XX, Section 9 of the Colorado Constitution and Section 14.10 of the Charter; and

WHEREAS, the City Council referred ballot question 1B to the Central City electorate at the November 6, 2018 general election; and

WHEREAS, at said election, ballot question 1B was approved by a majority of the voting registered electors; and

WHEREAS, in order to codify the approval granted by the voters, the City Council wishes to amend Section 3.6 of the Charter as authorized by the approval of ballot question 1B on November 6, 2018,

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

Section 1. Section 3.6 of the Charter is amended to read in full as follows, with deletions shown in strikethrough and additions shown in underline and bold:

Section 3.6 Vacancies.

(a) An elected officer shall continue to hold office until a successor takes the oath of office, as provided in this section. An elective office shall become vacant whenever so ordered by a court of competent jurisdiction, whenever a vacancy is created pursuant to Section 31-4-504(7), Colorado Revised Statutes (i.e. no one runs against an officer being recalled or the person elected to serve the remaining term of a recalled officer fails to be sworn in within fifteen days of the issuance of the certificate of election), or whenever any official holding the office dies, becomes incapacitated (i.e. unable to perform the job), resigns, succeeds the
Mayor, ceases to be a resident of the city, is convicted of a felony, or if elected from a ward or district becomes a nonresident of that ward or district, or when an elected officer fails to be sworn in at the next organizational meeting or next meeting, as applicable, or when an officer has been recalled from office (at which time such recalled person shall be immediately removed from office) and a successor has not been elected. A vacancy in the office of Mayor shall be filled in accordance with Section 3.5 of this Charter.

(b) Within thirty days after a vacancy occurs in an elective office other than that of Mayor with a remaining unexpired term not exceeding one hundred eighty days from the date the vacancy occurs, the remaining council members shall elect appoint by majority vote a duly qualified person to fill such vacancy.

(c) Within thirty days after a vacancy occurs in an elective office other than that of Mayor with a remaining unexpired term exceeding one hundred eighty days from the date the vacancy occurs, then the remaining council members shall: (1) appoint by resolution at the next regular meeting of the council majority vote a duly qualified person to fill such vacancy; or at a special meeting called for the purpose, call (2) order a special election in the city or under-represented ward or district to elect a duly qualified successor to serve the remainder of the unexpired term.

(d) Special elections called pursuant to this Section 3.6 shall be held no sooner than thirty days and no later than ninety days after the passage of the resolution calling for the election as soon as practicable. Successor council members elected or appointed under the procedures of this Section shall take the oath of office at the next regular or special meeting after their election.

(e) The first general municipal election under this Charter shall be the first Tuesday after the first Monday in November, 1994 at which time the Mayor and all four Aldermen shall be elected. At that election, the Mayor and the two Aldermen receiving the highest number of votes shall be elected to a four-year term. The Aldermen receiving the third and fourth highest number of votes shall be elected to two-year terms. Thereafter, the terms of the Mayor and Aldermen shall be four years. To wit, the terms of the Mayor and Aldermen are set to run in a fashion that the term of those receiving the three highest vote totals in 1994 begin their terms in 1994, with the two others beginning their terms in 1996. In 1998 and every four years thereafter the Mayor and two new Aldermen will be elected and in 2000 and every four years thereafter the remaining two Aldermen positions will be refilled by election. (Amended by Ord. 93-13, 11-2-93 election; Ord. 98-13, 11-3-98 election; Ord. 01-2, 11-6-01 election)

Section 2. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 3. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.
INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the 4th day of December, 2018, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

____________________________
Kathryn A. Heider, Mayor

Approved as to form:

____________________________
Marcus McAskin, City Attorney

ATTEST:

____________________________
Reba Bechtel, City Clerk
PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the 18th day of December, 2018.

CITY OF CENTRAL, COLORADO

______________________________
Kathryn A. Heider, Mayor

ATTEST:

______________________________
Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on December 6, 2018.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on December 20, 2018.
November 27, 2018

Reba Bechtel  
City of Central  
P.O. Box 249  
Central City, CO  80427

Dear Reba,

My term on the Historic Preservation Commission expires in December 2018. I am interested in having a second term on HPC.

Sincerely,
David Forsyth
December 4, 2018

Reba Bechtel  
City of Central  
P.O. Box 249  
Central City, CO  80427

Dear Reba,

My term on the Historic Preservation Commission expires in December 2018. I am interested in reappointment to HPC.

Sincerely,  
Alex Thome
December 12, 2018

Reba Bechtel  
City of Central  
P.O. Box 249  
Central City, CO  80427

Dear Reba,

My term on the Historic Preservation Commission expires in December 2018. I am interested in reappointment to HPC.

Sincerely,
Deb Wray
December 3, 2018

Dear Mayor and Council,

I would like to request reappointment to serve on Planning Commission for a second 4 year term.

I can be reached via email Bobbie Hill at bobbiehill3@gmail.com or cellphone 303-399-2644.

Thanks,

Bobbie Hill
132 Casey
Central City CO 80427
November 28, 2018

Dear Mayor and Council,

My term on Planning Commission expires on 12/31/18. I would like to request reappointment to serve on Planning Commission for another 4 year term.

Thanks,

Lisa Leben
108 Casey
Central City CO 80427
Agenda Item #10

Main Street Central City Annual Report

December 18, 2018

The financial support of $25,800 received from the City in 2018 has helped make Main Street Central City’s events and activities possible. MSCC has hosted their 3rd Beat the Heat Wing Fest, their 2nd annual Pumpkin Patch, and the 21st Annual Tommyknocker Holiday events. MSCC is also organized their first Holiday Lights Contest. The MSCC commission has organized the fall decorations and the holiday decorations on Main Street and have received positive community feedback for doing so. These events and activities help increase visitation and foster a strong sense of community in Central City.

MSCC’s mini-grant funding provided by DOLA supported the emergency roof repair for the Belvidere Theater. Last year MSCC received a grant from Gilpin County in the amount of $300 to bring 4th grade and senior students to the city for history lessons on buildings, characters and historical events and they will receive this grant again this year.

MSCC is working hard towards financial sustainability and greatly appreciates the financial, operational and governmental support of the city. They are at the second tier, the Candidate level, of DOLA’s Main Street Program and meet the accreditation requirements for the National Main Street Program. MSCC must submit an annual work plan outlining the projects and activities with their specific tasks, budget, deadlines, and responsibilities and submit quarterly reports that track volunteer hours, activities, and changes in the Main Street district. Involvement in the Main Street Program opens the door for training opportunities, preservation and architectural services, technical assistance, resource team visits and mini grants.

A growing number of volunteers and stakeholders has assisted MSCC with their activities as well as the Opera Welcome, the BID’s two festivals, and the Lou Bunch Day. MSCC has supported these events by offering kid friendly activities and by recruiting volunteers to help at the event. They have also had booths at events to sell their t-shirts, books, merchandise, and Central City postcards to strengthen their funds.

MSCC has seen tangible results in terms of increased event attendance. The commission plans to continue building community partnerships and help out at community events to promote Central City. In 2019, MSCC will be working towards increasing annual visitation to the city, building a sustainable Main Street Program, and increasing the occupancy of historic buildings and businesses in the city.
In 2018 the Gilpin Historical Society operated the Gilpin History Museum, the Coeur d’Alene Mine Shaft House Museum, and led tours of the Teller House, Opera House, Thomas House and St. James Methodist Church from our Tour Office in Washington Hall. The St. James tours are a new offering this year. We also hosted one Victorian tea at the Stroehle House in Black Hawk (we had to cancel one tea due to a mold issue at the house). The annual Cemetery Crawl was at the Central City IOOF Cemetery this year, and we put on the 10th Annual Central City Creepy Crawl. Around 5,000 people took part in events or visited our museums this year.

Since 2011, Central City has helped fund the cost of us keeping one of our docents at Washington Hall year-round in order to lead tours of the Teller House, Opera House, and now St. James. As of December 1 this year, our docents have led 1,167 tours of the Teller House and Opera House (a slight decrease over last year, with a couple weeks still to go in the year), and 349 tours of the Thomas House (down from last year so far), and 52 tours of St. James (these tours did not start until June, and reconstruction of the front steps put a stop to them for several weeks). In addition, docents have led 260 tours of the Face on the Barroom Floor (a considerable increase from last year), and 1,445 people have visited the Tour Office and Justice Exhibit without taking an additional tour. All of this would not have been possible without ongoing funding from the city, and we cannot emphasize enough how much we appreciate the city’s continued support, both financially and in the use of Washington Hall for our tours.

While our events were quite successful in 2018, we continue to explore options for making the tours more self-sufficient. Grants do not appear to be an option, so we have been continually exploring new marketing options. This year we even advertised on Colorado Public Radio, but as of yet we have not found our ideal market. Knowing that drawing more customers is going to be our best hope for increasing our tour income, we are exploring the possibility of hiring someone, on a part-time or contract basis, to do some marketing for us. Next year will also be the 50th Anniversary of the Historical Society and we are in the planning stages for events to celebrate that. We already have plans in place to do our Cemetery Crawl at Fairmount Cemetery in Denver, partly in hopes that it will help reintroduce us to Denver audiences. While we continue to work on increasing awareness and paying customers, continued city funding for our tour operations in 2019 would be much appreciated.

Thank you again for your continued support of the Gilpin Historical Society and our mission of preserving and exhibiting Gilpin County’s history.
AGENDA ITEM # 13
CITY COUNCIL COMMUNICATION FORM

FROM: Sam Hoover, Public Works Director/Jason Nelson, Public Utilities Director

DATE: December 18, 2018

ITEM: Resolution No. 18-35: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING EXTENSIONS OF ENGINEERING-RELATED PROFESSIONAL SERVICE AGREEMENTS (JVA, INC. AND DEERE & AULT CONSULTANTS, INC.)

NEXT STEP: A motion to approve Resolution 18-35

___ORDINANCE  
X MOTION  
___INFORMATION

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

II. RECOMMENDED ACTION / NEXT STEP:
Staff's recommendation is to approve the PSA's for JVA, Inc. and Deere and Ault Consultants, Inc.

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

IV. BACKGROUND INFORMATION:
Based on each of the consultant’s satisfactory performance and the ongoing need for engineering and water engineering services, the City desires to extend the term of the Prior Agreements through December 31, 2019 for the specific not to exceed (“NTE”) compensation amounts specifically set forth in Section 1 of this Resolution below.

V. LEGAL ISSUES:
None

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:
None

VII. SUMMARY AND ALTERNATIVES:
Council may take one of the following actions:
- Approve as presented
- Deny
- Amend
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 18-35

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

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

WHEREAS, the City has entered into that certain professional service agreement with JVA, Inc. for City engineering services dated January 19, 2015 ("JVA Agreement"); and

WHEREAS, the City also entered into that certain professional services with Deere & Ault Consultants, Inc. for on-call water rights related engineering services dated January 1, 2017 ("Deere & Ault Agreement"); and

WHEREAS, based on each of the consultant’s satisfactory performance and the ongoing need for engineering and water engineering services, the City desires to extend the term of each of the aforementioned professional services agreements (collectively, “Prior Agreements”) through December 31, 2019 for the specific not to exceed ("NTE") compensation amounts set forth below in Section 1 of this Resolution.

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

Section 1. The City Council hereby: (a) approves an extension of the term of each of the JVA Agreement and the Deere & Ault Agreement to December 31, 2019; (b) approves NTE compensation amounts as set forth below; and (c) authorizes the City Manager to execute written amendments to the Prior Agreements reflecting the extension of the term and adjusted compensation amounts for calendar year 2019, following the review and approval of such amendments by the City Attorney.

<table>
<thead>
<tr>
<th>Services</th>
<th>NTE Compensation for 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>JVA</td>
<td>City engineering services</td>
</tr>
<tr>
<td>Deere &amp; Ault</td>
<td>On-call water rights related engineering services</td>
</tr>
</tbody>
</table>
Section 2. Except as authorized by this Resolution, the original terms and conditions of each of the Prior Agreements shall not be amended and shall remain in full force and effect for the remainder of the term, as extended herein to December 31, 2019.

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

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

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CENTRAL by a vote of _____ in favor and _____ against this 18th day of December, 2018.

CITY OF CENTRAL, COLORADO

By: _________________________________
    Kathryn A. Heider, Mayor

ATTEST:

By: _________________________________
    Reba Bechtel, City Clerk

APPROVED AS TO FORM:

By: _________________________________
    Marcus A. McAskin, City Attorney
CITY OF CENTRAL
PROFESSIONAL SERVICES AGREEMENT
2019 EXTENSION

INDEPENDENT CONTRACTOR

Time & Material Basis

Project/Services Name: On-Call City Engineering Services

THIS PROFESSIONAL SERVICES AGREEMENT 2019 EXTENSION extends the Professional Services Agreement entered into by and between JVA, Inc., a Colorado corporation, whose business address is 47 Cooper Creek Way, Suite 328, Winter Park, Colorado 80482 (the "Consultant") and the CITY OF CENTRAL, COLORADO, a home rule municipality of the State of Colorado (the "City"), collectively referred to herein as the "Parties."

RECITALS AND REPRESENTATIONS

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

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

WHEREAS, the City desires to extend the PSA for calendar year 2019, such that the term thereof shall expire December 31, 2019.

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

1.0 EXTENSION OF TERM. The PSA shall be extended to terminate on December 31, 2019, unless further extended or terminated in accordance with its terms.

2.0 2019 FEES AND CHARGES. For 2019, fees shall be the same as set forth in Exhibit A attached hereto. Consultant agrees to provide the City Manager with updated certificates of insurance (as required by Sections 5.4.2 and 5.4.4 of the PSA) prior to providing any services to the City in calendar year 2019.

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

CITY OF CENTRAL, COLORADO

By: ____________________________
Daniel Miera, City Manager
ATTEST:

City Clerk

REVIEWED BY (Excluding Exhibits):

Marcus McAskin, City Attorney

CONSULTANT:

JVA, Inc., a Colorado corporation

By:

Name: [Signature]
Title: [Signature]

[Signature]
[Signature]
[Signature]
EXHIBIT A
Consultant Hourly Rate Schedule

JVA 2019 Rate Schedule

<table>
<thead>
<tr>
<th>POSITION</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$176 – $196</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$152 – $164</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$132 – $140</td>
</tr>
<tr>
<td>Senior Project Engineer</td>
<td>$124 – $128</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$116 – $128</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$116 – $124</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>$112</td>
</tr>
<tr>
<td>CAD Designer</td>
<td>$112</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>$100 – 132</td>
</tr>
</tbody>
</table>

Auto travel shall be reimbursed at 54.5¢ per mile. Costs for express delivery, airfare, car rental, meals, lodging, printing, copying, long distance calls and shipping shall be reimbursed at 1.1 times direct cost.
CITY OF CENTRAL
PROFESSIONAL SERVICES AGREEMENT
2019 EXTENSION

INDEPENDENT CONTRACTOR

Time & Material – Not to Exceed Contract

Project/Services Name: On-Call Water Rights Related Engineering Services

THIS PROFESSIONAL SERVICES AGREEMENT 2019 EXTENSION extends the Professional Services Agreement entered into by and between DEERE & AULT CONSULTANTS, INC., a Colorado corporation, whose business address is 600 South Airport Road, Suite A-205, Longmont, Colorado 80503 (the “Consultant”) and the CITY OF CENTRAL, COLORADO, a home rule municipality of the State of Colorado (the “City”), collectively referred to herein as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into a Professional Services Agreement effective as of January 1, 2017 (“PSA”), pursuant to which Contractor, upon issuance of a written task order by the City, provides on-call water rights related engineering services; and

WHEREAS, Section 4.1 of the PSA contemplates that the City reserves the right to extend the term of the PSA on an annual basis, in its sole discretion; and

WHEREAS, the City desires to extend the PSA for calendar year 2019, such that the term thereof shall expire December 31, 2019; and

WHEREAS, the PSA further provides, in Section 4.1, that any extension shall contain, as an exhibit, a list of the Consultant’s fees and charges to be charged during the period of extension.

NOW, THEREFORE, in accordance with Section 4.1 of the PSA, the City extends the PSA as follows:

1.0 EXTENSION OF TERM. The PSA shall be extended to terminate on December 31, 2019, unless further extended or terminated in accordance with its terms.

2.0 2019 FEES AND CHARGES. For 2019, fees shall be as set forth in Exhibit 1 attached hereto. As provided in the PSA, Consultant’s annual billings to the City shall not exceed FIFTY THOUSAND DOLLARS ($50,000.00). Consultant agrees to provide the City Manager with an updated Certificate of Insurance prior to providing any services to the City in calendar year 2019.

3.0 NO FURTHER AMENDMENTS. No other terms or conditions of the PSA are amended hereby, including, without limitation, the limit on total compensation to be paid thereunder, as set forth in Section 2.1(D) of the PSA.

Signature Page Follows
CITY OF CENTRAL, COLORADO

By: ________________________________
    Daniel Miera, City Manager
    (Pursuant to authority set forth in Section 4.1 of the PSA)

ATTEST:

______________________________
City Clerk

REVIEWED BY (Excluding Exhibits):

______________________________
Marcus McAskin, City Attorney

CONSULTANT:

DEERE & AULT CONSULTANTS, INC., a Colorado corporation

By: ________________________________
    Daniel V. Ault, P.E., President

Date of execution: December 6, 2018
AGENDA ITEM # 14
CITY COUNCIL COMMUNICATION FORM

FROM: Ray W. Rears, Community Development Director
CC: Daniel Miera, City Manager
DATE: December 18, 2018
ITEM: Contract Renewal of Professional Services Contracts –
    Digital Data Services, Inc
    (Geographic Information Systems (GIS) Services, [Mapping])
    Complete Business Systems, Inc.
    (IT/Computer Support Services)
    Deon Wolfenberger
    (Grant Application/Management)
    Colorado Code Consulting, LLC
    (Building Inspection Services)

NEXT STEP: Approve Resolution No. 18-36

___ ORDINANCE
X  MOTION
___ INFORMATION

I. REQUEST OR ISSUE:
Renew the contracts for 2019 for the four firms/people providing important services for the City related to GIS, IT Support, Grants and Building Inspection Services.

II. BACKGROUND INFORMATION:
The three of the firms/people started working for the City in 2016, with the fourth Colorado Code Consulting much longer than that and they have performed satisfactory and staff recommends continuing these contracts into 2019.
III. **FISCAL IMPACTS:**

The costs for all three firms are detailed in Resolution No. 18-36, with the total cost is $63,255 for 2019.

Digital Data Services, Inc. - $20,000 – Not to exceed Amount

Complete Business Systems, Inc. - $28,380 - Not to exceed Amount

Deon Wolfenbarger - $14,875 – Not to exceed Amount

Colorado Code Consulting, LLC – No cost, services billed and paid for as part the building permit fees collected.

These costs are included in the proposed 2018 City budget under the following departments and account descriptions.

*Business / Economic Development & Grant Management – Professional Services or depending on the project Belvidere Theater Improvement – Historic Preservation*

*GIS – Community Development – Professional Services - Other Professional SVCS/GIS*

*IT – Finance/Human Resources – Professional Services – IT Services & Support*

*Building – Community Development – Professional Services - Building Permits –*

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

Adopt Resolution No. 18-36 approving the extension of these four professional service agreements for Digital Data Services, Inc., Complete Business Systems, Inc., Deon Wolfenbarger & Colorado Code Consulting, LLC

V. **LEGAL ISSUES:** None

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 18-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING EXTENSIONS OF PROFESSIONAL SERVICE AGREEMENTS

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

WHEREAS, the City has entered into professional service agreements with each of Digital Data Services, Inc. (for GIS consulting services), and Complete Business Systems, Inc. (for information technology services), Deon Wolfenbarger (for grant writing and management) and Colorado Code Consulting, LLC (for building code, building inspection/plan review and elevator inspection services) (collectively, the "Prior Agreements"); and

WHEREAS, based on each of the consultant’s satisfactory performance of their respective services during calendar year 2018 and the City’s ongoing need for professional services, the City desires to extend the term of the Prior Agreements through December 31, 2019 for, if applicable, the specific not to exceed ("NTE") compensation amounts specifically set forth in Section 1 of this Resolution below.

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

Section 1. The City Council hereby: (a) approves an extension of the term of each of the Prior Agreements to December 31, 2019; (b) approves NTE compensation amounts as set forth below, as applicable; and (c) authorizes the City Manager to execute written amendments to the Prior Agreements reflecting the extension of the term and adjusted compensation amounts for calendar year 2019, following the review and approval of such amendments by the City Attorney.

<table>
<thead>
<tr>
<th>Services</th>
<th>NTE Compensation for 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digital Data Services, Inc.</td>
<td>GIS consulting services</td>
</tr>
<tr>
<td></td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Complete Business Systems, Inc.</td>
<td>Information technology services</td>
</tr>
<tr>
<td></td>
<td>$28,380.00 ($2,365.00 per month)</td>
</tr>
<tr>
<td>Deon Wolfenbarger</td>
<td>Grant writing and management</td>
</tr>
<tr>
<td></td>
<td>$14,875</td>
</tr>
<tr>
<td>Colorado Code Consulting, LLC</td>
<td>City code, inspection/plan review and elevator services</td>
</tr>
<tr>
<td></td>
<td>N/A (Services billed in accordance with fee schedule)</td>
</tr>
</tbody>
</table>
Section 2. Except as authorized by this Resolution, the original terms and conditions of each of the Prior Agreements shall not be amended and shall remain in full force and effect for the remainder of the term, as extended herein to December 31, 2019.

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

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

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CENTRAL by a vote of _____ in favor and _____ against this 18th day of December, 2018.

CITY OF CENTRAL, COLORADO

By: ____________________________
Kathryn A. Heider, Mayor

ATTEST:

By: ____________________________
Reba Bechtel, City Clerk

APPROVED TO FORM:

By: ____________________________
Marcus A. McAskin, City Attorney
CITY OF CENTRAL
PROFESSIONAL SERVICES AGREEMENT
2019 EXTENSION

INDEPENDENT CONTRACTOR

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

THIS PROFESSIONAL SERVICES AGREEMENT 2019 EXTENSION extends that certain Professional Services Agreement entered into by and between DIGITAL DATA SERVICES, INC., a Colorado corporation, whose business address is 7550 W. Yale Avenue, Suite B-200, Denver, Colorado 80227-3468, (the “Consultant”), and the CITY OF CENTRAL, COLORADO, a home rule municipality of the State of Colorado (the “City”), collectively referred to herein as the “Parties.”

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties previously entered into that certain Professional Services Agreement effective as of January 1, 2016 (the “Agreement”), pursuant to which Consultant provides certain professional services to the City, including geographic information systems services; and

WHEREAS, the Agreement is scheduled to terminate on December 31, 2018; and

WHEREAS, the Parties desire to extend the Agreement for calendar year 2019; and

WHEREAS, the Consultant’s Fee Schedule for 2018 is attached hereto as Exhibit 1 and is incorporated herein by reference.

NOW, THEREFORE, the Parties agree as follows:

1.0 EXTENSION OF TERM. The term of the Agreement shall be extended to December 31, 2018, unless further extended or terminated in accordance with its terms.

2.0 2018 FEES AND CHARGES. For 2019, fees shall be the same as set forth in Exhibit B of the Agreement, which is reattached hereto as Exhibit 1 for convenience. The Consultant’s total fees for calendar year 2019 shall not exceed twenty thousand dollars ($20,000.00) unless otherwise agreed to in writing by the City which shall be documented in a formal written amendment to the Agreement. Consultant agrees to provide the City Manager with updated Certificates of Insurance (as required by Section 5.4 of the Agreement) prior to providing any services to the City in calendar year 2019.

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

Signature Page Follows
CITY OF CENTRAL, COLORADO

By: ____________________________
    Daniel Miera, City Manager

ATTEST:

___________________________
City Clerk

REVIEWED BY (Excluding Exhibits):

___________________________
Marcus McAskin, City Attorney

CONSULTANT:

DIGITAL DATA SERVICES, INC, a
Colorado corporation

By: ____________________________
    ____________________________
    Name: ____________________________
    Title: ____________________________

Date of execution: _____________, 201__
EXHIBIT 1

Consultant Fee Schedule

The Consultant's scope of services under this Agreement will be completed on a time and materials basis for a not to exceed budget of $20,000 for 2019, as described in the Scope of Services, a copy of which is attached to the Agreement as Exhibit A, and a copy of which is reattached on page 4 of this 2019 Extension below for ease of reference.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$180</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$180</td>
</tr>
<tr>
<td>Project Manager 2</td>
<td>$155</td>
</tr>
<tr>
<td>Project Manager 1</td>
<td>$130</td>
</tr>
<tr>
<td>GIS Analyst 3</td>
<td>$120</td>
</tr>
<tr>
<td>GIS Analyst 2</td>
<td>$100</td>
</tr>
<tr>
<td>GIS Analyst 1</td>
<td>$80</td>
</tr>
<tr>
<td>GIS Technician</td>
<td>$65</td>
</tr>
<tr>
<td>Application Developer 3</td>
<td>$150</td>
</tr>
<tr>
<td>Application Developer 2</td>
<td>$120</td>
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<tr>
<td>Application Developer 1</td>
<td>$90</td>
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<tr>
<td>Database Specialist 3</td>
<td>$150</td>
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<td>$120</td>
</tr>
<tr>
<td>Database Specialist 1</td>
<td>$90</td>
</tr>
<tr>
<td>Consultant 3</td>
<td>$160</td>
</tr>
<tr>
<td>Consultant 2</td>
<td>$130</td>
</tr>
<tr>
<td>Consultant 1</td>
<td>$100</td>
</tr>
<tr>
<td>Subject Matter Expert 4</td>
<td>$160</td>
</tr>
<tr>
<td>Subject Matter Expert 3</td>
<td>$130</td>
</tr>
<tr>
<td>Subject Matter Expert 2</td>
<td>$110</td>
</tr>
<tr>
<td>Subject Matter Expert 1</td>
<td>$90</td>
</tr>
<tr>
<td>Training Specialist</td>
<td>$105</td>
</tr>
<tr>
<td>Administrative Support Services</td>
<td>$45</td>
</tr>
</tbody>
</table>

Expenses are billed at cost. Mileage is billed according to IRS Standard Mileage Rates.
SCOPE OF SERVICES

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

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

Task 1: Data Creation
This task involves creating datasets critical to effective management and planning in Central City. This includes, but is not limited to:

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

Task 2: Central City Map Portal
Consultant will create a map viewer to integrate the Gilpin County and Central City datasets for the City’s Community Development Department.

Task 3: On-Call GIS Services
Consultant will provide on-call GIS Services to the City on an as-needed basis. The following is a representative list of typical on-call services and work tasks that may be requested by the City:

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

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

- Managed Network Services Program Includes
  - Elite Server Care
    - Hardware and Software Audits
    - LogMeIn Pro
    - Ticket Based Workflow
    - Ticket Escalation with Steps to Resolution
    - Antivirus Management
    - Remote restart of services by Network Operations Center (NOC)
    - Patch deployment
    - Discounted Project Services
    - Proactive or on-demand server restart
    - Global Policy Troubleshooting
    - System Performance Analysis & Troubleshooting
    - MS Service Pack Installation
  - Help Desk Services
    - Hardware & Software Audits
    - Performance & Preventive Maintenance Reports
    - LogMeIn Pro Remote Control
    - Antivirus Management
    - Desktop Performance Monitoring
    - Policy Management
    - WebRoot A/V (or use current A/V solution)
    - MalwareBytes Anti-malware Pro Software
    - US-Based Help Desk (24/7 remote support)
      - Windows, Mac and Mobile Support
      - Virus and Malware Removal
      - Software Installations
      - Administrative Tasks
  - All IT Service Calls (On-Site and Remote)
    - Tier 1, 2, 3 & onsite remediation
    - Unlimited On Site and Remote Service Calls
  - Desktop Application Support
    - Perform basic support functions including installing PC’s, laptops, printers, peripherals and office automation software
    - Diagnose and correct desktop application problems
    - Configure laptops and desktops for standard applications and identifying and correcting end user hardware problems
    - Perform advanced troubleshooting
Complete Business Systems

- Server Administration Services
  - Managed computer systems and networks to include complex application, database, messaging, web and other servers and associated hardware, software, communications and operating systems
  - Ensure scheduled preventive maintenance for equipment is properly and promptly performed
  - Maintain the maintenance records on the equipment
  - Assist in the development of operations, administrative and quality assurance back-up plans and procedural documentation
  - Set up new users and edit or remove existing users on server
  - Server performance and capacity management services with reporting
  - Support of software products as it relates to server and associated hardware
  - Management of user login and security
  - Coordinate repair and maintenance work to ensure repairs are conducted in a timely fashion

- Network Administration Services
  - Support of network equipment including firewalls, routers and other security devices
  - Primary installation and maintenance of printers, network copiers/scanners, etc
  - Primary maintenance including regular analysis, routing configuration changes and installation of patches and upgrades
  - Alert notifications in the event of failure
  - Complete proactive monitoring of network equipment including bandwidth utilization and other performance indicators with reporting
  - Network performance and capacity management services and network troubleshooting
  - Maintain network documentation

- Security
  - Maintenance of virus detection programs on servers, email, computers and laptops.
  - Perform security audits as requested and notify designated personnel immediately of suspected breaches of security or intrusion detection
  - Configure systems to enable remote access is a secure environment and provide remote access administration as requested
  - Proper disposal of obsolete equipment

- Strategic Planning
  - Engineering, planning and design services for major system enhancements, including installations and upgrades of new or existing systems
  - Provide technical leadership for server technology issues and make recommendations for future purchasing and technology needs
  - Install new servers, software and hardware and transfer data when acquired
  - Strategic planning, design and installation/upgrade of core network systems.

- On-Site Support (minimum 2 visits per month - as needed)
- Offsite Backup – Up to 15TB File Level Backup Solution. Backups are set up for one backup per evening.
- Up to 36 Hosted Exchange Mailboxes
- Vendor Relationship Management

Monthly Cost for Managed Services (12 Months – January 1, 2019 through December 31, 2019) ...............$2,365.00 per month

- Includes Up to 20 PC’s/laptops/tablets, 4 Servers (1 Physical, 3 Virtual)
- Additional devices can be added to this agreement at $55.00 per device. Additional servers can be added to this agreement at $120.00 per server.
- The labor rate for services performed that is outside the scope of the Managed Network Services Agreement (i.e. new hardware installations, 3rd party software upgrades/installations, moving locations, etc) is set at $100 per hour.
Complete Business Systems has been in business since 1989 and has 200+ customers utilizing our IT services and 4,000+ customers utilizing our copier/printer services. CBS has over 20 employees dedicated to consulting, installation, training and administration for IT services. The CBS office located at 5195 Marshall St, Arvada, CO 80002, is the office that would service City of Central.

Complete Business Systems is an IT partner not provider. CBS has been a premier partner of Managed Network Services across the front-range for nearly 15 years. We understand why your critical business services are so important to your daily operations. This is why we spend so much time aligning our technology support with just such business services. We’ve built a program focused on how we can increase profits and reduce risk with IT. We will provide proactive monitoring, management, support, and planning to ensure optimum uptime for your business and help you keep up with technology changes. One of the major challenges in maintaining IT operations is ensuring reliability and trying to predict what will fail and when. We can build a plan to ensure reliability and predictability in your IT operations by gaining a full understanding of your current structure and outlining a plan to stabilize and standardize that includes a predictable budget. This solution is so effective, our customers see almost immediate results. A regularly maintained network means fewer failures, yielding higher productivity and savings on support costs for you. At the same time, your exposure to security risks is dramatically lessened, and frustration from unstable IT resources almost vanishes. We allow our customers to focus on their core business functions by taking the worry out of owning a computer network. Preventative Maintenance ensures that your servers, PCs and other vital network devices function optimally. This improves reliability and security. Email Performance Monitoring of every device and system connected to your email service. We stay constantly aware of the user email experience. 24x7 Performance Monitoring ensures all of the critical network devices that comprise your small business network are healthy and functioning reliably and optimally. Firewall Management continually manages the operation and effectiveness of your corporate firewall. A complex system that needs thorough attention to keep your business secure. Security Policies and Configurations uses properly designed and implemented security and user policies to ensure your network is secured from the inside out. We report any infractions that occur.

Key personnel who will be assigned to provide information technology services for the City of Central:
  John Williams – IT Services Engineer and Printer/MFP Specialist
  Travis Smith – Senior IT Services Engineer
  James Gross – Senior IT Services Engineer
  Anthony Inman – IT Services Engineer
  Jason Thomas – Senior IT Consultant and Account Manager for the City of Central
  Ray Tannenbaum – Vice President of Operations – Oversees the entire IT department.
  CBS will also use our help desk to provide immediate 24/7 remote support with various technicians available.

Help desk support is available 24 hours per day, 7 days per week. Onsite support is available Monday through Friday 8am to 5pm. However, special exceptions can be made in the event that onsite after-hours services is needed. Advance scheduling of the services is requested, however, special circumstances can be accommodated for. Bi-weekly onsite visits are available and included in the attached pricing schedule.

Initial services calls or requests can be made in three ways: 1. Email the helpdesk, 2. Chat with the helpdesk, 3. Phone call to the helpdesk. Chat and Phone calls will receive immediate technical support without going through a dispatcher. Your chat or phone call will be immediately taken by a technician for initial diagnosis, triage and escalation if needed. We suggest that email requests are used when services are not urgent. If escalation is needed, the ticket will be immediately transferred to a higher level technician and a new resolution time and plan of action will be relayed to the end user. If onsite escalation is needed, our dispatcher will contact key personnel within the City of Central and/or the end user to give an estimated time of arrival of the onsite engineer. Since all initial contact goes through the help desk, our response time is immediate.

If a solution to a problem does not appear to be readily forthcoming, the engineer/technician and/or the Account Manager will contact the end user and /or key personnel of the City of Central to recommend alternative solutions and discuss available options. Any final authority regarding conflicts shall be escalated to Ray Tannenbaum, Vice President of Operations.
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF CENTRAL AND DEON WOLFENBARGER

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of ______________, 2018 by and between the CITY OF CENTRAL, a home rule municipality of the State of Colorado (the "City"), and DEON WOLFENBARGER, (the "Consultant"). The City and the Consultant may be collectively referred to as the "Parties" and each individually as "Party".

RECITALS AND REPRESENTATIONS

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

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

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

1. LINE OF AUTHORITY: The City Manager is the designated City Council representative responsible for overseeing and coordinating the Consultant’s services under this Agreement (the “City Authorized Representative”), and is designated as the City Authorized Representative for the purpose of administering, coordinating, and approving the work performed by the Consultant under this Agreement. For purposes of this Agreement, the Consultant’s designated representative is Deon Wolfenbarger (the “Consultant Authorized Representative”).

2. SCOPE OF SERVICES: Consultant shall perform all services described in Exhibit A (the “Services”) diligently and professionally and in a manner satisfactory to the City Authorized Representative. No grant applications shall be submitted by the Consultant unless the grant application has been reviewed and approved in writing by the City Authorized Representative.

The City may, from time to time, request changes to the Services to be performed hereunder. If agreed to by both Parties, Consultant will, within a reasonable time period, provide to the City in writing a price and modification to services for the proposed addition to Services. Such changes, including any increase or decrease in the amount of the Consultant’s compensation, when mutually agreed upon between the City and Consultant, shall become an amendment to and part of this Agreement, provided any such change is in writing and signed by the City Authorized Representative and by the Consultant Authorized Representative. Unless otherwise stated in the written amendment, Consultant will invoice the City on the next billing cycle after completion of the addition to Services or if the change involves an ongoing new addition to the Services, Consultant will include the associated adjustment to the monthly compensation amount.

If Consultant proceeds without such written change authorization, then the Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement. If Consultant performs any work beyond the Services described in Exhibit A, it does so at its own risk.
3. COMPENSATION FOR SERVICES: In consideration for the provision of Services described in Exhibit A, the City agrees to compensate the Consultant based on the following:

   a. In consideration for the completion of the Services specified herein by Consultant, the City shall pay Consultant a not to exceed ("NTE") fee of Fourteen Thousand Eight Hundred Seventy-Five Dollars and No Cents ($14,875.00). The NTE fee shall represent payment for all Services provided by the Consultant to the City under this Agreement. There shall be no reimbursable expenses paid to Consultant under this Agreement unless approved in writing by the City Authorized Representative.

   b. Consultant’s invoice(s) shall be in a format acceptable to the City, shall be supported by information in sufficient detail as may be required by the City and shall substantiate that the Consultant has performed the Services described in Exhibit A. The City may withhold payment for work which is not completed as scheduled, or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination by the Consultant.

4. TERM: It is mutually agreed by the Parties that the term of this Agreement shall commence on the date of mutual execution of this Agreement by the Parties (the “Effective Date”) and shall terminate on December 31, 2019 unless earlier terminated in accordance with the terms and conditions of this Agreement. Any extension of the term of this beyond the current fiscal year shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the City’s satisfaction with all services received during the preceding term.

5. CONFLICT OF INTEREST: The Consultant agrees that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the Services described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the City. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant’s own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City.

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

7. INDEMNIFICATION: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever. The Consultant shall defend, indemnify and hold harmless the City, its elected officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, in any way resulting from or arising from this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the negligence of City’s elected officials, officers, directors, agents, and employees. Consultant’s defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the Consultant to defend in litigation, indemnify or insure the City against liability arising out of the death or bodily injury to person or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.
8. **INSURANCE:** The Consultant shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Consultant to be sufficient to meet or exceed the Consultant's minimum statutory and legal obligations arising under this Agreement, including the indemnification obligations set forth in Section 7. The Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Agreement.

9. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City, its elected officials, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as the same may be amended from time to time, or otherwise available to the City.

10. **ASSIGNMENT:** The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, either in whole or in part without the prior written approval of the City. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the City Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Consultant hereunder.

11. **CITY REVIEW OF RECORDS:** The Consultant agrees that, upon a reasonable request of the City Authorized Representative, at any time during the term of this Agreement or two (2) years thereafter, will make available for inspection and audit upon request by the City Authorized Representative, the City Finance Director, or any of their authorized representatives, those books and records of the Consultant's work performed under this Agreement. Nothing construed herein shall be construed as a requirement that Consultant shall provide its financial records determined to be proprietary by the Consultant. The Consultant shall maintain such records until the expiration of the two (2) years following the end of the term of this Agreement.

12. **OWNERSHIP OF DOCUMENTS:** Working papers, reports and other documents prepared by the Consultant in connection with this Agreement shall be the property of the Consultant; however, the Consultant shall provide the City with all copies of all reports, data and work product collected or produced by Consultant upon the City’s request. The Consultant shall provide the City with copies of any documents produced in association with the Consultant’s Services within five (5) business days upon written request of the City.

13. **TERMINATION:** The City shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) calendar days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports which are considered to be documents subject to the Colorado Open Records Act shall become the City's property. The Consultant shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant. The Consultant’s indemnification obligations hereunder shall survive termination of this Agreement.

14. **NOTICES:** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:
To the City:
City of Central
Attn: City Manager
141 Nevada Street
P.O. Box 249
Central City, CO 80427

with a copy to:
Michow Cox & McAskin LLP
Attn: Marcus McAskin
6530 S. Yosemite St., Suite 200
Greenwood Village, CO 80111

To the Consultant:
Deon Wolfenbarger
320 Pine Glade Road
Nederland, CO 80466

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the City Authorized Representative and the Consultant Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) working days after the date of mailing, whichever is earlier. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

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

16. 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 the Consultant does not employ any illegal aliens. If the Consultant is not accepted into the basic pilot program, the Consultant shall apply to participate in the basic pilot program every three months until the Consultant is accepted, or this Agreement had been completed, whichever is earlier. The 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 the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall be required to notify the subcontractor and the City within three (3) days that the Consultant has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Consultant shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Consultant's actual knowledge. The Consultant shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Consultant is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Consultant violates this provision, the City may terminate this Agreement, and the Consultant may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.
17. GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Gilpin, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

18. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the City and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.

19. SEVERABILITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected, provided that the remaining provisions without the invalidated provisions are consistent with the Parties' intent. Should either party fail to enforce a specific term of this Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

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

21. HEADINGS; RECOLTALS: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

22. ENTIRE AGREEMENT: The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any elected official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the City Authorized Representative and/or the Consultant Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Agreement.

23. FORCE MAJEURE: Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical or impossible, or unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, acts of God, civil unrest, failure of a third party to cooperate in providing services other than Consultant’s subcontractors, or other occurrences beyond the reasonable control of the party invoking this Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within five (5) business days after its occurrence or discovery of its occurrence, and shall take reasonable measures to mitigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Consultant, such items shall be handled in accordance with Section 2 and 3.

24. INCORPORATION OF EXHIBITS: All exhibits referenced in this Agreement and attached hereto shall be incorporated into this Agreement for all purposes.

IN WITNESS WHEREOF, the City and the Consultant have executed this Professional Services Agreement as of the above date.
CITY:
CITY OF CENTRAL, a home rule municipality of the State of Colorado

BY: ______________________
    Daniel Miera, City Manager

DATE: ________________, 2018

APPROVED AS TO FORM:

__________________________
City Attorney

CONSULTANT:

BY: ______________________
    Deon Wolfenbarger

DATE: ________________, 2018
EXHIBIT A

Deon Wolfenbarger
Three Gables Preservation
Consulting services proposal for
Belvidere Theatre, Central City
Funding for Rehabilitation

Purpose: Develop a multi-pronged funding scheme to pay for exterior and interior rehabilitation costs for the Belvidere Theatre in Central City, including prioritization of funding sources and required ownership/lease mechanisms.

Grants: Research
Provide all information available on grants that may assist with the rehabilitation of the Belvidere Theater, even small funding opportunities. Select four grants from the list to apply for directly.
$85/hr.
40 hours/$3,400

1) Determine desired grant funding range (i.e., if we are interested in grant which fund more than $25,000/grant)
2) Research grants available for historic rehabilitation work
   a) Contact each foundation & establish contact
   b) Determine if rehab work is included (how many times funded in the past)
   c) Grant application cycles: application due date, award date; contract date
   d) Maximum grant request
   e) Grant eligibility requirements
      i) Purpose
      ii) Match
      iii) Ownership (government vs. non-profit)
      iv) If city is funding through a loan, is loan payback eligible?
3) Report: Develop a grant application strategy, prioritization of top four grants & timeline

Grants: Applications
Apply for four specific public and/or private grant opportunities (i.e. DOLA EIAF, Boettcher, El Pomar, Gates).
$85/hour
60 hours/$5,100
1) Prepare four prioritized grant applications.

State Rehabilitation Tax Credits (OEDIT)
Identify and apply for any available state rehabilitation tax credit.
$85/hr.
20 hours research & strategy recommendations/$1,700
35 hours prepare Parts 1 & 2/$2,975

4) Research rehabilitation tax credits
   a) Application requirements
   b) Phasing and/or certificate of occupancy requirements
   c) Sources for purchasing tax credits
      i) Sale of credits prior to work commencement, or after occupancy

5) Report: Develop recommendation for property ownership/lease

6) Prepare tax credit application
   a) Part 1: Certification of historic status
   b) Part 2: Description of proposed rehabilitation work

Enterprise Zone Tax Credits

Identify and apply for any available tax credits.
$85/hr.

20 hours/$1,700

7) Research enterprise zone tax credits
   a) Application requirements
     b) Phasing and/or certificate of occupancy requirements

8) Meet with Northwest Administrative Tax Zone representative

9) Report: Develop a strategy to implement enterprise zone credits

10) Submit pre-certification application (3 months in advance of business tax year)

11) Submit certification application

Deliverables:

1. Grants: Research $3,400

2. Grants: Applications (4) $5,100

3. State Rehabilitation Tax Credits
   Research $1,700
   Application $2,975

4. Enterprise Zone Tax Credits $1,700

Total (excluding grant apps) $14,875
CITY OF CENTRAL
AGREEMENT FOR PROFESSIONAL SERVICES
2019 EXTENSION

INDEPENDENT CONTRACTOR

Project/Services Name: Building Code Enforcement, Building Inspection/Plan Review, Elevator Inspection Services

THIS PROFESSIONAL SERVICES AGREEMENT 2019 EXTENSION extends that certain Agreement for Professional Services entered into by and between COLORADO CODE CONSULTING, LLC, a Colorado limited liability company, whose business address is 4610 Ulster, Suite 150, Denver, CO 80237 (the "Consultant") and the CITY OF CENTRAL, COLORADO, a home rule municipality of the State of Colorado (the “City”), collectively referred to herein as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into an Agreement for Professional Services effective as of January 5, 2016 (the “Agreement”), pursuant to which Consultant provides certain professional services including building code enforcement, building inspection/plan review, and elevator inspection services; and

WHEREAS, the Agreement terminates on December 31, 2018 unless extended by mutual written agreement of the Parties; and

WHEREAS, the Parties desire to extend the Agreement for calendar year 2019; and

WHEREAS, the Consultant’s Fee Schedule for 2019 is attached hereto as Exhibit 1 and is incorporated herein by reference.

NOW, THEREFORE, the Parties agree as follows:

1.0 EXTENSION OF TERM. The term of the Agreement shall be extended to December 31, 2019, unless further extended or terminated in accordance with its terms.

2.0 2019 FEES AND CHARGES. For 2019, fees shall be the same as set forth in Exhibit C of the Agreement, which is reattached hereto as Exhibit 1 for convenience. Consultant agrees to provide the City Manager with updated Certificates of Insurance (as required by Section 5.3 of the Agreement) prior to providing any services to the City in calendar year 2019.

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

Signature Page Follows
CITY OF CENTRAL, COLORADO

By: ____________________________
    Daniel Miera, City Manager

ATTEST:

City Clerk

REVIEWED BY (Excluding Exhibits):

Marcus McAskin, City Attorney

CONSULTANT:

COLORADO CODE CONSULTING, LLC, a
Colorado limited liability company

By: ________________
    Stephen Thomas, President

Date of execution: __Dec. 12______, 2018
EXHIBIT 1
Consultant Fee Schedule

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

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Review Fee</td>
<td>80% of the plan review fee collected by the city</td>
</tr>
<tr>
<td>Inspections Fee</td>
<td>90% of the permit fee collected by the city</td>
</tr>
<tr>
<td>Reinspection Fee</td>
<td>$100.00 per inspection</td>
</tr>
<tr>
<td>Grant Evaluation Inspections</td>
<td>$50.00 per inspection</td>
</tr>
<tr>
<td>After Business Hours Inspections</td>
<td>$150.00 per inspection</td>
</tr>
<tr>
<td>Administrative, Consulting and Additional Services</td>
<td>$125.00 per hour</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Service</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plans Analyst</td>
<td>$125.00</td>
</tr>
<tr>
<td>Structural Plan Review</td>
<td>Actual Cost + 10%</td>
</tr>
<tr>
<td>Building/Combination Inspector</td>
<td>$125.00</td>
</tr>
<tr>
<td>Electrical Inspector</td>
<td>$125.00</td>
</tr>
<tr>
<td>After Business Hours Inspections</td>
<td>$150.00</td>
</tr>
<tr>
<td>Administrative, Consulting and Additional Services</td>
<td>$125.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$55.00</td>
</tr>
</tbody>
</table>

### Elevator/ Escalator Inspection Services

<table>
<thead>
<tr>
<th>Inspection Type</th>
<th>Jurisdiction Cost</th>
<th>Inspection Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator Annual Certification Inspection (Hydraulic or Traction) Follow-up inspection as required</td>
<td>$200.00</td>
<td>Twice per year</td>
</tr>
<tr>
<td>Escalator Annual Certification Inspection (Internal or External - including witnessed step skirt index) 8 hr. allowance*</td>
<td>$1,100</td>
<td>Once per year</td>
</tr>
<tr>
<td>Commercial Elevator or Escalator - Includes plan review, 2 progress inspections and final acceptance inspection</td>
<td>$875.00</td>
<td>Per unit</td>
</tr>
<tr>
<td>New Installation or Major Modernization/Alteration**</td>
<td>$550.00</td>
<td>Per unit</td>
</tr>
<tr>
<td>Minor Modernization/Alteration***</td>
<td>$550.00</td>
<td>Per unit</td>
</tr>
<tr>
<td>New Residential Elevator, Platform Lift or Dumbwaiter Includes plan review, 1 progress inspection and final acceptance inspection</td>
<td>$550.00</td>
<td>Per unit</td>
</tr>
<tr>
<td>Special inspections not otherwise covered - e.g. construction use, stair chair, incident investigation, hourly witnessing or limited scope modernization</td>
<td>$110.00</td>
<td>Per hour</td>
</tr>
<tr>
<td>5 Year Hydraulic Witnessed Test (1.5 hour allowance*)</td>
<td>$200.00</td>
<td>Per unit</td>
</tr>
<tr>
<td>5 Year Traction Witnessed Test (4 hr. allowance*)</td>
<td>$500.00</td>
<td>Per unit</td>
</tr>
</tbody>
</table>

*additional time billed at $110.00 per hour.
** Major modernization - controller, signal fixtures, power unit, rotating equipment, crive (multiple components)
***Minor modernization - cab finishes, valve, power unit, door operator, etc.
AGENDA ITEM # 15
CITY COUNCIL COMMUNICATION FORM

FROM: Sam Hoover, Public Works Director
DATE: December 18, 2018
ITEM: Resolution No. 18-37: A resolution of the City Council of the City of Central, Colorado approving an extension of the services agreement with One Way, Inc. for residential trash disposal services.

_______ORDINANCE
X MOTION / RESOLUTION
_______INFORMATION

I. REQUEST OR ISSUE:
The one-year contract with One Way Inc. to provide residential trash collection and recycling services will expire on December 31, 2018. The new contract includes the weekly collection of up to 128 gallons per household of trash at the current not to exceed amount of Sixty-Six Thousand Seven Hundred Eighty Dollars ($66,780.00) ($5,565.00 per month for residential trash disposal services), and authorizes the City Manager to execute a written amendment to the Prior Agreement reflecting extension of term and adjusted fees for calendar year 2019 and the addition of services for the residential units associated with the Central City Opera House Association.

II. RECOMMENDED ACTION / NEXT STEP:
Review, modify and/or approve the Resolution and Professional Services Agreement.

III. FISCAL IMPACTS:
The budgeted amount for residential trash/recycling service is $66,780 for the year. Includes household trash for CCOHA for June-August at the rate of $679.80 per month.

IV. BACKGROUND INFORMATION:
One Way, Inc. has provided this service for the last eight years. Staff has worked with One Way to resolve complaints in 2018.

V. LEGAL ISSUES: None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None.

VII. SUMMARY AND ALTERNATIVES:
Council may approve the Resolution, modify the service level, or table the item for further discussion and consideration.
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 18-37

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

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

WHEREAS, the City previously entered into a services agreement with One Way, Inc. ("Contractor") for residential trash disposal and recycling services having an effective date of February 1, 2016 (the "Prior Agreement"); and

WHEREAS, based on the Contractor’s satisfactory performance during calendar year 2018 and the ongoing need for residential trash disposal services, the City desires to extend the term of the Prior Agreement through December 31, 2019 for the specific not to exceed ("NTE") compensation amount specifically set forth in Section 1 of this Resolution below; and

WHEREAS, the City Council further desires to add trash collection services for the residential units associated with the Central City Opera House to the Contractor’s scope of work.

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

Section 1. The City Council hereby: (a) approves an extension of the term of the Prior Agreement to December 31, 2019; (b) approves NTE compensation in the amount of Sixty-Six Thousand Seven Hundred Eighty Dollars and No Cents ($66,780.00) ($5,565.00 per month) for residential trash disposal services; and (c) authorizes the City Manager to execute a written amendment to the Prior Agreement reflecting extension of the term and adjusted fees for calendar year 2019 and the addition of services for the residential units associated with the Central City Opera House, following the review and approval of such amendments by the City Attorney.

Section 2. Except as authorized by this Resolution, the original terms and conditions of the Prior Agreement shall not be amended and shall remain in full force and effect for the remainder of the term, as extended herein to December 31, 2019.

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

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

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CENTRAL by a vote of _____ in favor and _____ against this 18th day of December, 2018.
CITY OF CENTRAL, COLORADO

By: ________________________________
    Kathryn A. Heider, Mayor

ATTEST:

By: ________________________________
    Reba Bechtel, City Clerk

APPROVED TO FORM:

By: ________________________________
    Marcus A. McAskin, City Attorney
CITY OF CENTRAL
AGREEMENT FOR PROFESSIONAL SERVICES
2019 EXTENSION

INDEPENDENT CONTRACTOR

Project/Services Name: RESIDENTIAL TRASH SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES 2019 EXTENSION is entered into by and between ONE WAY, INC, a Colorado corporation, whose principal office address is 101 Martin St, Longmont, CO 80501 (the "Contractor"), and the CITY OF CENTRAL, COLORADO, a home rule municipality of the State of Colorado (the "City"), collectively referred to herein as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into that certain Agreement for Professional Services dated February 1, 2016 (the "Agreement"), pursuant to which Contractor provides certain professional services including weekly residential trash collection and disposal services; and

WHEREAS, the Agreement had an original termination date of December 31, 2017 but was extended by mutual agreement of the Parties until December 31, 2018 pursuant to the terms of the Agreement through that certain Agreement for Professional Services 2018 Extension, approved by Resolution 17-33 ("2018 Extension"); and

WHEREAS, the Parties desire to extend the Agreement for calendar year 2019; and

WHEREAS, the Contractor’s proposal for 2019, which includes trash collection services for the residential units associated with the Central City Opera House, is attached hereto as Exhibit 1 and is incorporated herein by reference ("2019 Extension").

NOW, THEREFORE, the Parties agree as follows:

1.0 RECITALS. The foregoing recitals are true and correct and are incorporated into the Agreement by this reference as though set forth in full below.

2.0 EXTENSION OF TERM AND EFFECTIVE DATE. The term of the Agreement shall be extended to December 31, 2019, unless further extended or terminated in accordance with the terms of the Agreement, as amended by this 2019 Extension. The effective date of this 2019 Extension shall be January 1, 2019.

3.0 2019 FEES AND CHARGES. For 2019, fees shall be five thousand five hundred sixty-five dollars and no cents ($5,565.00) per month beginning in January 2019. The annual not to exceed amount is sixty-six thousand seven hundred eighty dollars and no cents ($66,780.00). Services to be provided by Contractor during 2019 are described in Exhibit 1 attached hereto. Exhibit 1 shall supersede and replace Exhibit 1 to the 2018 Extension.

4.0 INSURANCE CERTIFICATES. Contractor shall provide the City Manager with updated Certificates of Insurance (as required by Section 5.4 of the Agreement) prior to providing any services to the City in calendar year 2019. The Parties agree that Contractor is not required to provide residential curbside recycling services in 2019.

5.0 NO FURTHER AMENDMENTS. Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.
CITY OF CENTRAL, COLORADO

By: ______________________________
    Daniel Miera, City Manager

Date of execution: __________________

ATTEST:

_______________________________
City Clerk

REVIEWED BY (Excluding Exhibits):

_______________________________
Marcus McAskin, City Attorney

CONTRACTOR:

ONE WAY, INC, a Colorado corporation

By: ______________________________
    Jeremy Ziehe, President

Date of execution: __________________
EXHIBIT 1
Contractor Proposal (2019)

One Way, Inc. 303.823.0556
t flyer support@onewaytrash.com
101 Martin St customersupport@onewaytrash.com
Longmont CO 80501

October 18, 2018

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

Account No.: 30728 for City of Central
31887 for Central City Opera

Dear City of Central,

One Way, Inc. proposes to pick up trash from all residential homes within the City of Central as well as properties associated with the Opera House for the terms listed. The City of Central and the Central City Opera will be accounted for separately due to the difference in terms and cost but the City of Central will cover payment for both accounts.

Term: January 1, 2019 - December 31, 2019 for the City of Central
June 1, 2019 - August 31, 2019 for Central City Opera (offset 1 month before and after term for early arrivals and late departures)

Service for City of Central: One Way will provide weekly collection of up to 128 gallons of household trash generated by the residents of said homes for one year at the rate of $5,565.00 per month. Trash fees are not to exceed $66,780.00 for term of contract.

Service for Central City Opera: One Way will provide weekly collection of up to 128 gallons of household trash generated by the residents of said homes for June - August 2019, as well as one month offset before and after mentioned dates for early arrivals and late departures, at the rate of $679.80 per month. Trash fees are not to exceed $2719.20 for term of contract.

Containers: Not provided.

Routing: Weekly collection to occur on Thursdays. Collection will be curbside near the homeowner’s house. Material must be out no later than 8:00 A.M.

Material Transport: Once collected, One Way will assume all responsibility to transport trash and recycling to an approved disposal site.

Inclement Weather: In the event of snow and ice our operators will chain up ensure that routes are completed to the absolute best of their abilities.

Licensing: One Way will hold liability insurance with limits of 1,000,000.00 per occurrence for the term of the contract.
Service Suspensions/Holds: Credit is not offered.
Overflow: It is our intent to keep all regular trash volumes contained inside of a container. However, each household will be allowed occasional collection of slight overflow. If sizeable amounts of trash are out for collection, we will only collect material inside of subscribed limit unless appropriate arrangements with the resident or management have been made.

Special Collections: Residents may schedule special collections of sizeable amounts of discards and large or bulky items. Special collections will be billed directly to the resident.

Restricted Items: The following items are restricted. If found in the garbage, then the resident will be held accountable for any additional fees:
- NO ashes.
- NO car batteries, paints, chemicals, explosives, tires or other items banned by the landfill.
- NO electronics associated with (but not limited to) televisions, computers or gaming consoles.
- NO refrigerators, freezers, air conditioners or any other object that contains Freon.
- NO hazardous material, mercury-containing devices, medical waste, syringes & lancets
- NO non-compactable material. Such as, but not limited to Animal manure, Auto Parts, Bricks, Concrete, Construction Debris, Demolition Debris, Dirt, grass, gypsum board/drywall, metal containers/drums/pots/plants scrap, un-broken down pallets, pine needles, plywood, railroad ties, rock, sand, shingles, sod, tile, wood/2x4's/stumps, etc.

Holiday Schedule: No routes will be run on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. On these holidays and the subsequent days of that week routes will be completed one day late.

Billing: Monthly invoices will be submitted to

City of Central
P.O. Box 249
Central City CO 80427

Service is billed one month in advance for City of Central. One Way begins service as a courtesy, but expects payment in full within 30 days.

Services for Central City Opera are billed four months in advance.

Payments must be remitted separately due to the different billing styles necessary for yearly billing of the City of Central and temporary billing for the Central City Opera.

Agreement for Professional Services: The terms and conditions of the “Agreement for Professional Services” made on January 1, 2019 shall be applied to this proposal.

Sincerely,

Allison Westfall
Director of Operations
One Way, Inc.
AGENDA ITEM # 16

CITY COUNCIL COMMUNICATION FORM

TO:        Mayor Heider and Members of City Council
FROM:      Abigail R. Robbins, Finance Director
CC:        Daniel R. Miera, City Manager
DATE:      December 18, 2018
ITEM:      Resolution No. 18-38

   X  ORDINANCE
   ____ MOTION / RESOLUTION
   ____ INFORMATION

I. REQUEST OR ISSUE: Resolution 18-38 ("Resolution") approves a supplemental appropriation for the 2018 Budget.

II. RECOMMENDED ACTION / NEXT STEP: Make a motion to adopt Resolution No. 18-38.

III. BACKGROUND INFORMATION: Approval of the supplemental appropriation documented in the Resolution will ensure that both the revenue (proceeds) from the City’s interest free loan agreement with Colorado Water Resources and Power Development Authority and the expenditures associated with the City’s completion of the Water Intakes Project are properly set forth and documented in the City’s 2018 Budget.

IV. FISCAL IMPACTS: The City’s 2018 Budget requires adjustments to anticipated revenues and expenditures to properly account for the revenues (proceeds) from the loan agreement referenced above, and expenditures associated with replacement and rehabilitation of diversion structures and associated appurtenances. Specifically, it is the Water Fund of the
City that requires adjustments. The supplemental appropriations approved by Resolution No. 18-38 are highlighted in the table below:

<table>
<thead>
<tr>
<th>Water Fund – 2018 Revenues</th>
<th>2018 Adopted Budget</th>
<th>2018 Amended</th>
<th>Total Supplemental Appropriation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drinking Water Revolving Fund Loan (Water Intakes)</td>
<td>$0</td>
<td>$457,325</td>
<td>$457,325</td>
</tr>
<tr>
<td>Water Fund – 2018 Expenditures/Capital Projects</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Intakes (Drinking Water Revolving Fund Loan)</td>
<td>$0</td>
<td>$490,000</td>
<td>$490,000</td>
</tr>
</tbody>
</table>

V. **LEGAL ISSUES:** None. City Council is authorized pursuant to Section 10.10 of the City’s Home Rule Charter and C.R.S. § 29-1-109 to amend the budget after it is adopted. Adoption of Resolution No. 18-38 is necessary to ensure the City remains in compliance with applicable state budget laws. A public hearing is required. Notice of the hearing was published in accordance with applicable Title 29 requirements.

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A.

VII. **SUMMARY AND ALTERNATIVES:** City Council may approve the Resolution or table the item for further discussion and consideration.

**PROPOSED MOTION:** "I MOVE TO APPROVE RESOLUTION NO. 18-38, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, AMENDING THE 2018 BUDGET AND APPROVING A SUPPLEMENTAL APPROPRIATION TO ASSIST THE CITY WITH COMPLETION OF THE CENTRAL CITY WATER INTAKES PROJECT."
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 18-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AMENDING THE 2018 BUDGET AND APPROVING A SUPPLEMENTAL APPROPRIATION TO ASSIST THE CITY WITH COMPLETION OF THE WATER INTAKES PROJECT

WHEREAS, the City of Central ("City") is authorized by Section 29-1-109, C.R.S. and Section 10.10 of the Home Rule Charter, to establish and amend its annual budget and to make transfers and supplemental appropriations of budgeted funds; and

WHEREAS, the City provided notice of a public hearing concerning this Resolution in accordance with Section 29-1-106, C.R.S, by publishing notice once in a newspaper of general circulation and held such public hearing as required by state statute; and

WHEREAS, the City desires to amend the 2018 budget and approve a supplemental budget appropriation to properly account for the revenue from the proceeds of the City’s loan agreement with Colorado Water Resources and Power Development Authority and for expenditures related to the City’s completion of the Water Intakes Project; and

WHEREAS, the additional appropriation contemplated by this Resolution does not exceed the amount of estimated revenues and fund balance in budget year 2018.

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

Section 1. The City Council hereby amends the Water Fund 2018 Budget for the City of Central as follows:

<table>
<thead>
<tr>
<th>Water Fund – 2018 Revenues</th>
<th>2018 Adopted Budget</th>
<th>2018 Amended</th>
<th>Total Supplemental Appropriation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drinking Water Revolving Fund Loan (Water Intakes)</td>
<td>$0</td>
<td>$457,325</td>
<td>$457,325</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Water Fund – 2018 Expenditures/Capital Projects</th>
<th>2018 Adopted Budget</th>
<th>2018 Amended</th>
<th>Total Supplemental Appropriation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Intakes (Drinking Water Revolving Fund Loan)</td>
<td>$0</td>
<td>$490,000</td>
<td>$490,000</td>
</tr>
</tbody>
</table>
Section 2. The City Council hereby approves the following supplemental appropriations from the Water Fund for Fiscal Year 2018 in addition to other funds previously appropriated for 2018:

Water Fund – Proceeds from Loan Agreement (Drinking Water Revolving Fund) $457,325.00
Water Fund – Expenditures $490,000.00

Section 3. The City’s Finance Director is authorized to make mathematical computations to the 2018 Budget to ensure that the amendments provided by this Resolution are properly accounted for and such Budget properly reflects the approved amendments.

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

ADOPTED THIS 18th DAY OF DECEMBER, 2018.

CITY OF CENTRAL, COLORADO

By: __________________________
    Kathryn A. Heider, Mayor

ATTEST:

By: __________________________
    Reba Bechtel, City Clerk

APPROVED TO FORM:

By: __________________________
    Marcus A. McAskin, City Attorney
<table>
<thead>
<tr>
<th>Building</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Permits</td>
<td>2017</td>
<td>39 permits</td>
</tr>
<tr>
<td></td>
<td>2018</td>
<td>33 permits</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Planning</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Various Initial Development/Building Inquires addressed</td>
<td></td>
</tr>
<tr>
<td>Growth IG – Negotiation Has Started</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Denver Adventures</td>
<td>Lease Extension – December 2018</td>
</tr>
<tr>
<td>Planning Commission</td>
<td>Last meeting – November 2018</td>
</tr>
<tr>
<td></td>
<td>Topic: Comp Plan / Zone Change Request</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Economic Development</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Northwest Colorado Enterprise Zone</td>
<td></td>
</tr>
<tr>
<td>URL – Technical Assistance</td>
<td>November 29-30 2018</td>
</tr>
<tr>
<td>Parking Fee In-lieu</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Historic Preservation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Belvidere Theater</td>
<td></td>
</tr>
<tr>
<td>Owner Representative – New Contract will be pursued for next phase</td>
<td></td>
</tr>
<tr>
<td>Consultant hired to find and obtain outside grant funding</td>
<td></td>
</tr>
<tr>
<td>Emergency Roof Repair – Public Works is facilitating</td>
<td></td>
</tr>
<tr>
<td>DOLA Mineral Impact Grant – Awarded – up to $179,350</td>
<td></td>
</tr>
<tr>
<td>Historic Preservation Commission</td>
<td></td>
</tr>
<tr>
<td>St. James – Stair replacement – completed</td>
<td></td>
</tr>
<tr>
<td>Last Meeting – November 14th</td>
<td>- Relocation of Rickville-Williams House (yellow house)</td>
</tr>
<tr>
<td>2018 cases</td>
<td>- Revised Design Guidelines</td>
</tr>
<tr>
<td>Training</td>
<td>Black Hawk – Sept.</td>
</tr>
<tr>
<td>Visitor Center</td>
<td>Central City Ambassador – Vacancy (Friday/Saturday) – Offer Made</td>
</tr>
<tr>
<td></td>
<td>New items being pursued to sell and being designed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code Enforcement</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Respond to complaints made -</td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>35</td>
</tr>
<tr>
<td>2017</td>
<td>33</td>
</tr>
<tr>
<td>Code Update</td>
<td>Working with the City of Northglenn and our prosecutor on draft language</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td><strong>Marketing/Events</strong></td>
<td></td>
</tr>
<tr>
<td>Billboard</td>
<td>2019 Billboard lottery selections made</td>
</tr>
<tr>
<td>Central City App</td>
<td>Mobile Town Guide developed “Mobile Town Guide Central City”</td>
</tr>
<tr>
<td></td>
<td>Interactive walking tour</td>
</tr>
<tr>
<td><strong>Promotional Videos -</strong></td>
<td></td>
</tr>
<tr>
<td>Video #1</td>
<td>Recreation</td>
</tr>
<tr>
<td>Video #2</td>
<td>Events</td>
</tr>
<tr>
<td>Video #3</td>
<td>Gaming</td>
</tr>
<tr>
<td>Video #4</td>
<td>Combination of all three</td>
</tr>
<tr>
<td><strong>Main Street Central City</strong></td>
<td></td>
</tr>
<tr>
<td>Last Meeting – November 13th - Two open seats on the board</td>
<td></td>
</tr>
<tr>
<td>Self-funding mechanism</td>
<td>Shirts, books and post cards for sale</td>
</tr>
<tr>
<td></td>
<td>Present at all events – Preparing for HRHC and Tommyknocker</td>
</tr>
<tr>
<td><strong>Direct City Marketing / Promotion</strong></td>
<td></td>
</tr>
<tr>
<td>Jeffco living</td>
<td>Print/ digital ads</td>
</tr>
<tr>
<td>iHeart Radio</td>
<td>Radio ads</td>
</tr>
<tr>
<td>Mountain Adventure Guide</td>
<td>Print</td>
</tr>
<tr>
<td><strong>Events</strong></td>
<td>Tommyknocker</td>
</tr>
<tr>
<td></td>
<td>November 29th – December 2nd</td>
</tr>
<tr>
<td><strong>CTO / SIPA Grants</strong></td>
<td>SIPA - $10k</td>
</tr>
<tr>
<td><strong>Audio Visual / Website / Information Technology</strong></td>
<td></td>
</tr>
<tr>
<td>Website/Social Media</td>
<td>Administration, promotion and monitoring continues</td>
</tr>
<tr>
<td><strong>Public Access Cable Channel</strong></td>
<td>Ongoing issues, work with consultant and cable company continues</td>
</tr>
<tr>
<td></td>
<td>Livestreaming of City Council Meetings</td>
</tr>
<tr>
<td><strong>Staff</strong></td>
<td></td>
</tr>
<tr>
<td>Managing consultants</td>
<td></td>
</tr>
<tr>
<td>Training at UC Denver</td>
<td></td>
</tr>
<tr>
<td>UC Denver Intern</td>
<td></td>
</tr>
</tbody>
</table>
To: City Manager, Daniel Miera
From: Jason Nelson, Utility Director Jack Beard, Water Operator
Date: August, 2018
Re: Bi-Monthly Report

- Department Staff met with a local contractor that is willing to conduct fire hydrant replacements for Central City. The contractor will most likely be available for work in mid-January of 2019. Currently, there are a total of three fire hydrants that are scheduled to be replaced.
- A plow was purchased for the Department’s Polaris Ranger. Staff have been utilizing the plow to keep the access road to the Intake Structures clear during the winter.
- Public Works Staff is assisting the Water Department by installing a UHF radio in the Polaris Ranger. As winter trips to the Intake Structures are becoming common, increased communications is of great importance.
- During the week of December 16th, Staff will be meeting with Mr. Luke Rein, a Water Accounting Specialist for Colorado Water Division 1. Mr. Rein will go over water usage accounting and integrating the new Intake Structures into the overall water usage for Central City.
- End of the year drinking water compliance samples are being completed by Staff. Sample results will be submitted to the CDPHE.
- Department Staff have been progressively lowering water treatment chemicals. During this time of the year, raw water entering the Water Plant is of a much higher quality.
- Recently, Department Staff have been assisting residents who have brought their water bill amount into question.
To: Mayor Heider, City Council, and City Manager

From: Sam Hoover, Public Works Director

Date: December 12, 2018

Re: Bi-weekly Report

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

- Installed new pole mounted decorations (see pictures)
- Repaired guardrail on the Parkway at the 5.5 mile marker
- Finalized a recommendation for the street sweeper purchase
- Performed vehicle maintenance on the fleet
- Reported repairs needed on the Parkway archway signs to YESCO
- Managed the contract for the second story roof repairs at city hall