CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, December 18, 2012 @ 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 access channel, on the City Hall bulletin board, at the Post Office and at Washington Hall the Friday prior to the Council meeting.

PLEASE SHUT OFF CELL PHONES

7:00pm Council Meeting

1. Call to Order.

2. Roll Call.

Mayor	Ron Engels
Mayor Pro-Tem	Bob Spain
Council members	Bob Giancola
	Shirley Voorhies
	Rita Lee

3. Pledge of Allegiance

4. Additions and/or Amendments to the Agenda.

5. Conflict of Interest.

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

   Regular Bill lists of December 6 & 13; and
   City Council minutes: December 4, 2012.

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.

SECOND READING AND PUBLIC HEARING –

7. Ordinance No. 12-18: An ordinance of the City Council of the City of Central, Colorado amending certain provisions of Chapter 4 of the Municipal Code concerning revenue and finance. (Flowers)

8. Ordinance No. 12-19: An ordinance of the City Council of the City of Central, Colorado amending certain provisions of Article II of Chapter 6 of the Central City Municipal Code; specifically fees and charges related to avoidable or false alarms. (Flowers)

9. Ordinance No. 12-20: An ordinance of the City Council of the City of Central amending certain provisions of Article VI of Chapter 2 of the Central City Municipal Code regarding Historic Preservation Commission membership. (Thompson)

ACTION ITEMS: NEW BUSINESS –

10. Historic Preservation Commission Appointments – 2 seats and 1 alternate – Letter of intent from Alex Thome, Margaret Grant, Gina Fuerst, Perry Eppenger, John Friery

11. Planning Commission Appointments – 3 seats – Letters of intent from Barbara Thielemann, Margaret Grant, Herman Gaines, John Friery

12. Gilpin County Historical Society Report – Gloria Gaines, President

13. Resolution No. 12-21: A resolution of the City Council of the City of Central, Colorado to amending the City of Central Comprehensive Fee Schedule. (Flowers)

14. Resolution No. 12-22: A resolution of the City Council of the City of Central, Colorado approving a Professional Services Agreement with Colorado Code Consulting, LLC. (Thompson)

15. Resolution No. 12-23: A resolution of the City Council of the City of Central, Colorado approving an agreement with One Way, Inc. for residential trash disposal services. (Thompson)

16. Gilpin County School Donation for Spelling Bee (Flowers)

17. Presentation of Master Water Plan (Griffith)

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 **January 15, 2012.**

City Council would like to invite all the residents of Central City to join them for refreshments following the meeting. Happy Holidays!

Posted 12/14/12

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.

PLEASE TURN OFF CELL PHONES

CITY OF CENTRAL
CASH ON HAND
12/13/2012

Total Beginning ENB Cash on Hand 11/28/2012	**15,450.59**
Deposits to ENB	8,070.39
Wires Out ENB	(10,306.36)
Cleared Checks	-
12/13/2012	*13,214.62*
<less previously approved & outstanding>	(3,570.70)
Total ENB Cash on Hand 12/13/2012	**9,643.92**

Total Beginning CO Biz Cash on Hand 11/28/2012	**1,358,143.71**
Deposits to COB	58,048.50
Wires Out COB	(757,249.16)
Cleared Checks	(144,757.54)
12/13/2012	**514,185.51**
<less previously approved & outstanding>	**(33,844.66)**
Total COB Cash on Hand 12/13/12	**480,340.85**

Total Beginning Colotrust Cash on Hand 11/28/12	**773,454.65**
Wires into Account	7,332.02
Wires out of Account-Into Evenrgreen National	
Total Colotrust Cash on Hand 12/13/2012	**780,786.67**

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

TOTAL CASH ON HAND 12/13/10	**1,270,771.44**

CITY OF CENTRAL
DEBIT CARD PURCHASES
11/29 thru 12/13/12

Date	Vendor	Description	Amount
12/3/2012	American Public Works	Manuals	54.00
12/3/2012	Lodging Keystone	Lodging for Fire Chief	418.93
12/3/2012	Bob Johnson's Computer		92.72
12/4/2012	Annie Oakleys	Bartteries	5.81
12/4/2012	Cell Phone Shop	Cell Phone Batteries	29.97
12/4/2012	Nations Starter		569.00
12/4/2012	Northern Tool	PW Tools	1,477.19
12/5/2012	REI		94.57
12/5/2012	Amsterdam	CC Pens	125.89
12/5/2012	Central Parts Warehouse	PW Supplies and Parts	434.87
12/6/2012	Discount Safety Gear		57.00
12/6/2012	OurDesigns.com		55.99
12/6/2012	USPS	Water Plant Shipping	12.95
12/7/2012	Tessco		317.44
12/7/2012	American Public Works	Manuals	70.21
12/10/2012	Earthlink.net	Internet at PW	21.95
12/10/2012	Mid City Grille	PD Lunch	18.47
12/10/2012	WESCO		55.89
12/12/2012	American Public Works	Manuals	98.50
12/12/2012	Smiling Moose	PD Lunch-Santa Cop	34.64
12/13/2012	IACP	PD Chief Dues	120.00
12/13/2012	Walmart	Santa Cop-Gifts	1,714.16
TOTAL			**5,880.15**

CASH FLOW
CHECK LISTING

12/13/2012

Inv Date	Inv #	Ck. Date	CK#	Vendor	Description	Amount	Mail Date
		12/7/12	125726	ICMA-401	Retirement Contributions	2,367.66	clrd
		12/7/12	125727	ICMA-457	Retirement Contributions	1,652.21	clrd
		12/7/12	125728	ICMA-IRA	Retirement Contributions	281.00	clrd
		12/7/12	125729	Grossman & Grossman	Employee Garnishment	470.09	clrd
11/20/12	13064686	12/6/12	125730	Bobcat of the Rockies	Gloss Cure Seal	123.99	
6/2/12	20120170B	12/6/12	125731	CH Diagnostics	Water Supplies	820.00	
11/19/12	5751132860	12/6/12	125732	Clear Creek Supply	Auto Parts and Supplies	193.13	
11/30/12	41675	12/6/12	125733	Exquisite Enterprises	Name Plates for Council	28.56	
12/5/12	120512	12/6/12	125734	FPPA	Volunteer Firefighter City and State Contr.	14,017.00	
12/3/12	485320124	12/6/12	125735	Gilpin County Sheriff's Office	4th Qtr Dispatch	7,500.00	
12/6/12	Dec-12	12/6/12	125736	Gilpin Ambulance Authority	December Ambulance Service	12,750.00	
11/6/12	195569	12/6/12	125737	Hach Company	Water Plant Parts	2,151.82	
11/19/12	2219650	12/6/12	125738	Idaho Springs Lumber	Lumber	6.78	
11/29/12	091628I	12/6/12	125739	Office Stuff	Toner, Office Supplies	144.47	
11/20/12	112012	12/6/12	125740	Xcel Energy	Electricity	189.34	
11/21/12	112112	12/6/12	125741	Purchase Power	Postage	419.99	
12/3/12	120312	12/6/12	125742	Town Office Supply	Business Cards for PD	56.95	
11/16/12	111612Z	12/6/12	125743	Century Link	Telephone and Fax Lines	51.09	
11/16/12	427393	12/6/12	125744	Honnen Equipment	Equipment Parts	119.62	
11/29/12	219234	12/6/12	125745	Galls Inc.	Firefighter Supplies	170.00	
11/21/12	197388	12/6/12	125746	Wildwood Lodge	FD Gift Certificates	151.50	
11/21/12	166371A	12/6/12	125747	The Supply Cache	Boots for Firefighter	307.00	
12/1/12	121201	12/6/12	125748	Gilpin County Historical Society	Employee at Washing Hall	1,840.82	
12/1/12	8062	12/6/12	125749	Allen Technology	IT Maintenance	3,370.00	
11/16/12	120091	12/6/12	125750	Cummins Rocky Mtn.	FD Truck Parts	159.01	
12/1/12	17192	12/6/12	125751	One Way Inc.	Residential Trash Collection	3,968.22	
11/25/12	112512	12/6/12	125752	Skybeam	Internet for Water Plant	75.34	
11/14/12	56371216	12/6/12	125753	A&E Tire	Tires for FD	940.84	
12/6/12	116399	12/6/12	125754	Air-O-Pure Portables	Restrooms at City Shops	95.00	
12/1/12	4205	12/6/12	125755	Prospectors Run HOA	Snow Removal for Mack Road Dec	800.00	
11/16/12	1138030826	12/6/12	125756	Verizon Wireless	Internet for Water General	80.29	
11/27/12	112712	12/6/12	125757	USA Communications	Internet for PW, FD and Town Home	192.69	
9/14/12	D929801	12/6/12	125758	Accutest Mountain States	Water Testing	25.00	
11/29/12	I2572574	12/6/12	125759	Sleuth Software	Software Upgrades	6,460.00	
12/1/12	120112	12/6/12	125760	T&D Car Wash	Car Washes for PD	63.20	
11/21/12	10321483	12/6/12	125761	Integra Telecom	Telephone Service	700.25	
11/28/12	106367516	12/6/12	125762	Modular Space Corp.	PW Office Lease	136.60	
10/22/12	43918	12/6/12	125763	JVA Inc.	CC Water System	232.00	
11/30/12	12	12/6/12	125764	Ennovate Corporation	Energy Performance Contract	54,371.38	
11/12/12	11144976	12/6/12	125765	Martin Marietta Materials	Asphalt	292.87	
11/28/12	112812	12/6/12	125766	CSU Extension Gilpin County	Trees	235.00	
11/21/12	65998	12/6/12	125767	Gard Specialists CO Inc	PW Auto Parts and Supplies	575.23	

CASH FLOW
CHECK LISTING

12/13/2012

11/19/12	176622	12/6/12	125768	Everist Materials	Salt and Sand	721.25	
4/19/12	2007	12/6/12	125769	Colorado Coach Transportation	Shuttle service for events in 2012	2,982.83	clrd
		12/7/12	125770	Alan Lanning	Holiday Bonus	2,500.00	clrd
		12/7/12	125771	Greg Thompson	Holiday Bonus	500.00	clrd
		12/7/12	125772	Cindy Moore	Holiday Bonus	500.00	clrd
		12/7/12	125773	Frederick Godin	Holiday Bonus	500.00	clrd
		12/7/12	125774	Kent Kisselman	Holiday Bonus	500.00	clrd
		12/7/12	125775	Frank Sevigny	Holiday Bonus	500.00	Sent
		12/7/12	125776	Joe Braccio	Holiday Bonus	500.00	clrd
		12/7/12	125777	Carlton Taylor	Holiday Bonus	500.00	clrd
		12/7/12	125778	Russell Thomas	Holiday Bonus	500.00	Sent
		12/7/12	125779	Aaron Behring	Holiday Bonus	500.00	clrd
		12/7/12	125780	Terry Krelle	Holiday Bonus	500.00	clrd
		12/7/12	125781	Rick Miller	Holiday Bonus	500.00	clrd
		12/7/12	125782	Mark Douglas	Holiday Bonus	500.00	Sent
		12/7/12	125783	Al Kidd	Holiday Bonus	400.00	clrd
		12/7/12	125784	Melvin Berghahn	Holiday Bonus	500.00	Sent
		12/7/12	125785	John Hough	Holiday Bonus	500.00	clrd
		12/7/12	125786	Gary Allen	Holiday Bonus	500.00	clrd
		12/7/12	125787	Shannon Flowers	Holiday Bonus	500.00	Sent
		12/7/12	125788	Whitney Adler	Holiday Bonus	300.00	Sent
		12/7/12	125789	Royce McLain	Holiday Bonus	500.00	Sent
		12/7/12	125790	Shawn Griffith	Holiday Bonus	500.00	clrd
		12/7/12	125791	Darla Larson	Holiday Bonus	300.00	Sent
		12/7/12	125792	Diane Blake	Holiday Bonus	200.00	Sent
		12/7/12	125793	Caleb Warner	Holiday Bonus	50.00	Sent
		12/7/12	125794	Karen Barnhardt	Holiday Bonus	200.00	Sent
		12/7/12	125795	Reba Bechtel	Holiday Bonus	500.00	clrd
		12/7/12	125796	Nathan Geerdes	Holiday Bonus	500.00	Sent
11/28/12	174587	12/13/12	125797	Albert Frei and Sons	Road Base and Sand	211.47	
12/1/12	13069	12/13/12	125798	Blackwell Oil	Fuel	4,420.04	
11/26/12	5751133154	12/13/12	125799	Clear Creek Supply	Auto Parts and Supplies	77.96	
12/7/12	7940C	12/13/12	125800	Columbine Paper & Maintenance	Paper Towels and Toilet Paper	122.34	
5/31/12	139723702	12/13/12	125801	Conserve-A-Watt	Lightbulbs	406.80	
12/1/12	8052582	12/13/12	125802	Hach Company	Water Plant Supplies	2,151.83	
11/28/12	112812	12/13/12	125803	Home Depot	PW Supplies and Christmas Supplies	2,450.69	
11/29/12	2219833	12/13/12	125804	Idaho Springs Lumber	Landscape Fabric	53.97	
11/29/12	9541IN	12/13/12	125805	OJ Watson	Sand Blast Dump Body	780.00	
12/6/12	91748	12/13/12	125806	Office Stuff	Calendars, Pads, Tabs	183.88	
12/3/12	120312	12/13/12	125807	Xcel Energy	Electricity	11,465.93	
12/11/12	121112	12/13/12	125808	Town Office Supply	Business Cards for PD	81.95	
11/30/12	21211194	12/13/12	125809	Utility Notification Center	Line Locates	17.71	
12/5/12	CC110812	12/13/12	125810	Weekly Register Call	Publications	309.32	

CASH FLOW
CHECK LISTING

12/13/2012

11/21/12	197388	12/13/12	125811	Galls Inc.	FD Gift Certificates	151.50	
12/2/12	2012111081	12/13/12	125812	Anthem BCBS	Health Insurance Premiums	15,212.75	
12/4/12	AI46197	12/13/12	125813	McCandless International	Auto Parts and Supplies	14.04	
12/13/12	121312	12/13/12	125814	Phil Headrick	Reimbursement for Firefighter	59.03	
11/11/12	121112	12/13/12	125815	Christine Pollack	HP Grant-210 Hooper	4,925.00	
11/30/12	3037030313	12/13/12	125816	MHC Kenworth	Kenworth Assessment	660.67	
12/10/12	8127	12/13/12	125817	Allen Technology	Sleuth Upgrade	2,790.00	
12/10/12	2044	12/13/12	125818	Three Brothers Printing	Setting Notices for Court	80.00	
11/29/12	A056373148	12/13/12	125819	A&E Tire	Backhoe and PW Tires	2,762.12	
12/3/12	120312	12/13/12	125820	Sprint	Long Distance Fax	9.17	
12/13/12	116438	12/13/12	125821	Air-O-Pure Portables	Restrooms at City Shops	95.00	
12/7/12	4248	12/13/12	125822	Ausmus Law Firm	December Prosecution for Court	600.00	
11/28/12	1141785974	12/13/12	125823	Verizon Wireless	Cell Phone Service	790.71	
12/6/12	1182	12/13/12	125824	Peak Motor Coach	PD Vehicle Equipment	10,827.71	
12/1/12	2013201	12/13/12	125825	Omni-Pro Cleaning	City Hall Cleaning	300.00	
11/30/12	2001414469	12/13/12	125826	E-470 Public Highway	Toll Payment	5.00	
12/6/12	120612	12/13/12	125827	Victor F Boog	Ballowe Litigation Remediation	425.00	
12/13/12	121312	12/13/12	125828	CSU Extension Gilpin County	Trees	20.00	
12/1/12	868349374	12/13/12	125829	Waste Management of Denver	Dumpster Rental	1,063.87	
12/13/12	121312	12/13/12	125830	Tim Lewerke	HP Grant-219 Pine	4,920.00	
11/26/12	3236	12/13/12	125831	Flowpoint Environmental	Annual Software Maintenance	795.00	

Total Issued:	**242,895.84**
Approved & Sent Checks:	37,415.36
Clrd & Pending Approval	#REF!
Voided Checks	-
Total Pending Approval 12/18	**205,480.48**

Outstanding through ENB	3,570.70
Outstanding through COB	33,844.66

CITY OF CENTRAL
CITY COUNCIL MEETING
December 4, 2012

CALL TO ORDER

A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:03 p.m., in City Hall on December 4, 2012.

ROLL CALL

Present: Mayor Engels
Alderman Giancola
Alderman Voorhies

Absent: Alderman Spain
Alderman Lee

Staff Present: Manager Lanning
Attorney Michow
City Clerk Bechtel
Finance Director Flowers
Operations Director Kisselman
CDD/HPO Thompson
Utilities Superintendent Griffith
Police Chief Krelle
Fire Chief Allen

The Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA

The agenda was approved as presented.

CONFLICTS OF INTEREST

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

CONSENT AGENDA

Alderman Voorhies moved to approve the consent agenda containing the regular bill lists for November 29, 2012; and the City Council minutes of November 20, 2012. Alderman Giancola seconded, and after a few questions to staff, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION

Gloria Gaines, 781 Martin Drive, had comments for the agenda items as follows:

a) Item #13: suggested that the HPC be allowed to have a member serve on PC;
b) Item #14: expressed concern that the Council approve spending on a project that they have not made a decision to build;
c) Item #18: in the Employee Handbook on Page 2 Section 7.5 (a) from the City Charter would like to language to state that Council does hire City Manager.

Joe Behm, Director of the Business Improvement District, had comments for the agenda items as follows:

a) Item #9 & #10: stated that the admin expenses requested have been reduced and yet will do a good job managing the contract;
b) Item #14: encouraged approval since the stakeholders have invested $72,000 to do the study and get this project under way. There is more than 1/3 of the year where parking is constrained and we are losing business.

Kathy Heider, 350 Casey Street, suggested that the hours for the trash Ordinance be extended for the commuters and casino workers in our community.

SECOND READING AND PUBLIC HEARING

Ordinance No. 12-16: *An ordinance amending Article VIII of Chapter 6 and Chapter 16 of the Municipal Code regarding Medical Marijuana Business Licensing and Zoning.*

Attorney Michow stated that the recent voter approved Amendment 64 is not included in this revision since it will not be effective until July 2013. Attorney Michow reviewed the changes as discussed at 1st reading on November 20, 2012. The purpose of this Ordinance is to repeal and reenact the City's medical marijuana regulations to:

- Update terminology based on the State Medical Marijuana Code ("MMC") so that "dispensaries" are now referred to as "centers".
- Establish a local licensing authority as required by the MMC, which is either the City Manager or the City Council.(depending on the nature of the application)
- Change the permitted hours of operation to conform to the MMC.
- Include prohibited locations, such as within 1,000 feet of a school, consistent with the MMC.
- Require issuance of written decisions on licenses within time frames set forth in the MMC.
- Refer to security requirements set forth in the MMC.
- Add requirements for patients and primary caregivers to limit number of plants to twelve (12), restrict cultivation to indoor use and only within primary dwelling unit (not accessory structures).
- Require primary caregivers to obtain business and sales tax license through the City. (must be kept confidential as is consistent with state law)

Mayor Engels opened the public hearing at 7:21 p.m. and invited comment. Hearing none, he closed the public hearing at 7:22 p.m.

Alderman Giancola moved to adopt Ordinance No. 12-16: An ordinance amending Article VIII of Chapter 6 and Chapter 16 of the Municipal Code regarding Medical Marijuana Business Licensing and Zoning. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Ordinance No. 12-17: *An ordinance of the City Council of the City of Central amending certain provisions of Article III of Chapter 7 of the Central City Municipal Code regarding garbage and refuse; and adopting time when residential trash cans can be outside.*

CDD/HPO Thompson explained that the purpose of this Ordinance is to amend the Municipal Code to identify when it is appropriate to put trash cans out by the curb. No such restriction currently exists. Staff is proposing to allow trash to be put out at 6:00 am until 9:00 pm on the day of trash service. While the City was able to pursue littering complaints against the property, the source of the concern,

trash cans left out all week, was not something which could be pursued from an enforcement perspective. The proposed hours are the same as Black Hawk.

Mayor Engels opened the public hearing at 7:24 p.m. and invited comment. Gloria Gaines, 781 Martin Drive, stated that this does not address trash collection for the Opera homes which is on Tuesday. Mayor Engels explained that is a separate collection so would not be covered. CDD/HPO Thompson added that the Opera has indicated that they would like to get on the City service next summer. Mayor Engels closed the public hearing at 7:26 p.m.

Alderman Voorhies moved to adopt Ordinance No. 12-17: An ordinance of the City Council of the City of Central amending certain provisions of Article III of Chapter 7 of the Central City Municipal Code regarding garbage and refuse; and adopting time when residential trash cans can be outside. Alderman Giancola seconded. In discussion, Alderman Giancola suggested changing the hours to be from 4:00 am to 9:00 pm. Alderman Voorhies amended the motion to revise those hours. Alderman Giancola seconded, without further discussion, the motion carried unanimously.

NEW BUSINESS

Resolution No. 12-15: *A resolution of the City Council of the City of Central, Colorado approving the Assignment of Agreement for the operation of a Transportation Shuttle Service.*
Attorney Michow explained that the BID has revised their request for a monthly compensation to $833.33 for administrative expenses to cover costs for the operational responsibility. The CCBID and Colorado Coach Transportation, LLC will enter into a new stand alone agreement effective January 1, 2013. The City will continue to fund operation of the shuttle service through funds generated by the transportation device fee and other general fund revenues.

Alderman Giancola moved to approve Resolution No. 12-15: A resolution of the City Council of the City of Central, Colorado approving the Assignment of Agreement for the operation of a Transportation Shuttle Service with a Management Fee of $833.33 or $10,000 annually. Mayor Engels seconded. In discussion, Alderman Voorhies stated that the 2013 budget has been set and Council needs to be fiscally responsible so wants to see that this cost stay in the budgeted amount. Manager Lanning stated that this will stay within the approved budget unless Council approves additional funds in advance. Alderman Giancola stated that assigning this service to the CCBID removes the City from any liability. When Mayor Engels called the question, the motion carried 2 votes to 1 with Alderman Voorhies voting no.

Resolution No. 12-16: *A resolution of the City Council of the City of Central, Colorado approving the First Amendment to Intergovernmental Agreement by and between the City of Central and the Central City Business Improvement District.*
Attorney Michow explained that this resolution via Ordinance 12-12, the City Council has extended the $5.00 per month per gaming device fee (the "Marketing Fee") for calendar year 2013. The City's existing intergovernmental agreement with the Central City Business Improvement District (the "CCBID") dated April 20, 2012 (the "IGA") must be amended in order to reflect the extension of the Marketing Fee and to establish the terms and conditions under which the CCBID will use the funds generated by the Marketing Fee in 2013 to accomplish the joint advertising and marketing goals of the City and the CCBID.

The First Amendment to the IGA (the "First Amendment") is attached as **Exhibit 1**. Approval of the First Amendment will memorialize the terms under which the CCBID will utilize the funds

generated by the Marketing Fee in 2013. The City implemented the Marketing Fee in 2011 (for collection and use in 2012).

Substantive provisions of the First Amendment include:

- Marketing Fee revenues may only be used by the CCBID for costs and expenses associated with implementing the 2013 Marketing Plan or other costs and expenses approved by the City Manager in writing;
- Acknowledgment that the City's existing Shuttle Service Agreement (with Colorado Coach Transportation, LLC) will be assigned to the CCBID but that a portion of the funds generated by the City's existing transportation device fee (of $22.08 per device per month) will continue to be used to fund the operation of the shuttle service; and
- Acknowledgment that the City will pay some agreed-upon portion of the CCBID's additional estimated costs associated with overseeing the CCBID – Shuttle Operator Agreement.
- At the November 20, 2012 Council meeting, Mr. Joe Behm, representing the CCBID, requested City Council to consider paying the CCBID $18,000 per year ($1,500 per month) to offset the CCBID's estimated additional costs associated with managing the CCBID – Shuttle Operator Agreement. City Council requested a more detailed cost breakdown.
- Mr. Behm has supplied the following estimates to the City:

Legal / admin / accounting	$400.00 per month
Insurance	$2,000.00 annually
Research / guest satisfaction Surveys	$3,000.00 annual
Total:	$9,800.00 annually

The CCBID is therefore requesting $10,000 in additional funding from the City. Based on this request, paragraph 1.D. has been added to the First Amendment as follows:

> **D. Management Fee.** For the term of the CCBID – Shuttle Operator Agreement, the City shall pay to CCBID the sum of $833.33 per month (the "Management Fee") for management of the Shuttle Services. The Management Fee is intended to offset the CCBID's additional direct and indirect legal, accounting, and other costs and expenses that the CCBID is anticipated to incur in overseeing the Shuttle Operator and managing the CCBID – Shuttle Operator Agreement.

- The term of the First Amendment runs through December 31, 2013, and that any extension of the Marketing Fee must be extended through future legislative action of City Council.

Alderman Giancola moved to approve Resolution No. 12-16: A resolution of the City Council of the City of Central, Colorado approving the First Amendment to Intergovernmental Agreement by and between the City of Central and the Central City Business Improvement District with the monthly Management Fee of $833.33. Mayor Engels seconded. In discussion, Alderman Voorhies stated that this is a combined agreement and wants the shuttle service to stay within budget. When Mayor Engels called the question, the motion carried 2 votes to 1 with Alderman Voorhies voting no.

Ordinance No. 12-18: *An ordinance of the City Council of the City of Central, Colorado amending certain provisions of Chapter 4 of the Municipal Code concerning revenue and finance.*
Finance Director Flowers explained over the course of the year and a half staff and legal counsel have been reviewing the Municipal Code to clean up obsolete provisions, create administrative efficiencies and simplify language and cross referencing so that staff, residents and businesses can more easily access the regulations set forth in the Code. The changes and amendments contained in Ordinance 12-18 do so for Chapter 4 of the Municipal Code.

The changes and revisions contemplated in Ordinance 12-18 were reviewed by Council at a work session on July 17, 2012. At that work session Council asked that legal counsel determine whether or not food stamps were included under Section 4-54 as exempt items. Section 4-54(n) has been added to include a food stamp exemption. Language has been added to Section 4-47 to formalize the City's existing practices regarding the collection of sales and lodging tax on complimentary meals and rooms.

The most significant changes proposed under Ordinance 12-18 are to the sections specific to the Procurement of Goods and Services (beginning with Section 4-241). As Council is aware, the existing procurement and bidding procedures in Chapter 4 are extremely confusing, at times contradictory and cumbersome to adhere to. For this reason, staff and legal counsel have simplified these sections and included a chart that easily identifies what purchasing requirements shall be followed within certain budgetary ranges.

Fiscal impacts are not expected to be significant as the changes to interest rate collections are minor and this ordinance does not affect any practices currently in place regarding sales, use or lodging tax collection. The changes to the Procurement of Goods and Services sections will not have any direct financial impacts but will allow staff to obtain good pricing and potential cost savings when purchasing goods and services thereby saving the City money.

Attorney Michow stated that this will not change the thresh-holds for procurement, only the process. The proposed changes allow efficiency while keeping the checks and balances.

Alderman Voorhies moved to adopt Ordinance No. 12-18: An ordinance of the City Council of the City of Central, Colorado amending certain provisions of Chapter 4 of the Municipal Code concerning revenue and finance and set the public hearing for December 18, 2012 at 7:00 p.m. Alderman Giancola seconded, and without discussion, the motion carried unanimously.

Ordinance No. 12-19: *An ordinance of the City Council of the City of Central, Colorado amending certain provisions of Article II of Chapter 6 of the Central City Municipal Code; specifically fees and charges related to avoidable or false alarms.*
Finance Director Flowers explained that in conjunction with the Municipal Code revisions that staff and legal counsel have been doing over the past year, staff has been removing any specific fees and/or charges from the Code itself and incorporating them into the Comprehensive Fee Schedule instead. A resolution to include the revised fees for avoidable and false alarms on the Comprehensive Fee Schedule will be presented to Council for consideration upon adoption of Ordinance 12-19 following second reading. The Police Department now responds to false alarms and the business owner has not had any incentive to repair their alarm system.

Alderman Giancola moved to adopt Ordinance No. 12-19: An ordinance of the City Council of the

City of Central, Colorado amending certain provisions of Article II of Chapter 6 of the Central City Municipal Code; specifically fees and charges related to avoidable or false alarms and set the public hearing for December 18, 2012 at 7:00 p.m. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Ordinance No. 12-20: *An ordinance of the City Council of the City of Central amending certain provisions of Article VI of Chapter 2 of the Central City Municipal Code regarding Historic Preservation Commission membership.*
CDD/HPO Thompson explained that the purpose of this ordinance is to amend the Municipal Code to indicate who can be on the Historic Preservation Commission. At this time, there are restrictions on who can serve on the Planning Commission. No such restrictions currently exist for HPC members. Since treating the membership of the HPC and the PC similarly seems appropriate, the language could include allowance for one member to serve on both commissions similar to what is stated in the PC section.

Alderman Voorhies moved to adopt Ordinance No. 12-20: An ordinance of the City Council of the City of Central amending certain provisions of Article VI of Chapter 2 of the Central City Municipal Code regarding Historic Preservation Commission membership with an amendment to allow a Planning Commission member to serve on Historic Preservation Commission and a Historic Preservation Commission member to serve on Planning Commission and set the public hearing for December 18, 2012 at 7:00 p.m. Alderman Giancola seconded, and without discussion, the motion carried unanimously.

Request for $51,500 for Hillside Garage Geotech Survey work
Manager Lanning explained as discussed at the 11/20/2012 work session, the Council indicated it would like to see a request to fund the initial Geotech investigation work for a proposed Hillside Parking Garage. The request was made on behalf of the Hillside Garage Working Group and is a necessary step in the overall development of the project and critical for future design and planning. The properties included are the Post Office, Knights of Pythias, Schmaltz, Tebow and Zimpel. All owners have been contracted and access agreements have been prepared and are awaiting signatures. Century Link has not been set up yet. The Post Office contacted us late today and the access agreement has been sent over to them. The total fiscal impact is $51,500 with funds available from designated reserves.

The Hillside Garage Working Group has been meeting for the past 3 months, working to determine if a garage project is feasible. The process began with a BBC economic impact assessment earlier in 2012 and the Working Group began with the BBC recommendations. The Geotech initial survey is necessary to continue the process and allow for architectural and engineering work over the next new months, culminating in a project that can be funded through a municipal bond, with a goal of beginning construction in 2013.

Alderman Giancola moved to approve Hillside Garage Geotech Survey work at a cost of $51,500. Mayor Engels seconded. In discussion, Alderman Voorhies stated that spending this money now puts us in the hole in the General Fund to begin 2013 for a project that Council has not agreed to do and we need to draw the line somewhere. Alderman Giancola stated that it is really important to have this work done to move forward with attaining additional parking in the City. Also, Council has agreed on this project in principal and the funds expended will be reimbursed with the bond on the project. Mayor Engels stated that though this seems premature, it is valuable prep work to keep

the project moving forward. When Mayor Engels called the question, the motion carried 2 votes to 1 with Alderman Voorhies voting no.

Discuss/Approve Year-end Bonus for Staff
Mayor Engels explained that this is a proposal for an EOY Bonus for staff with various amounts to be considered. My recommendation would be for a Council motion to support and approve the $500 level. The total fiscal impact would be $13,400 including the City's portion of taxes. Staff did not receive either a Cost of Living Adjustment for 2012, nor any merit increase. Our improved financial condition, improved operations and project management efficiencies warrant a discussion. This has been a good year for the City and so to staff, a hearty congratulations for all their hard work.

Alderman Voorhies moved to approve bonus levels for the $500 level with an additional $2,000 to Manager Lanning. Mayor Engels seconded. In discussion, Alderman Voorhies stated her agreement with the bonus and thanked staff especially Operations Director Kisselman as Main Street looks great. Alderman Giancola stated that staff has done a great job and we have a good team of employees but since we approved a raise for next year, he must take the conservative approach and vote no. If the staff and manager bonus were separate, he would support the manager bonus as it was discussed earlier in the year. When Mayor Engels called the question, the motion carried 2 votes to 1 with Alderman Giancola voting no.

Resolution No. 12-18: *A resolution appropriating additional sums of money to defray expenses in excess of amounts originally appropriated in the 2012 Budget for the City of Central.*
Finance Director Flowers explained the City's 2012 Budget was adopted under Ordinance 11-14 on November 1, 2011. The adoption of Ordinance 11-14 legally appropriated money for the expenses shown in the budget and authorized staff to use funds for those purposes. Throughout the year staff and Council may re-allocate funding from line items or departments as necessary to meet the needs of the City but if it becomes necessary to exceed a Fund's overall appropriated expense amount Council must appropriate additional money. This additional appropriation is also referred to as a Supplemental Budget Appropriation. During 2012, five of the City's funds had unanticipated expenditures, or expenditure-like transactions that make it necessary to adopt a Supplemental Budget Appropriation. This resolution appropriates additional money for these funds so that the City will remain in compliance with statutory budget law.

Five of the City's funds require supplemental budget appropriations due to unanticipated expenses throughout the year. The funds and amounts of additional appropriations needed are shown below.

	Original	Revised	Increase
General Fund	$4,102,148	$4,590,007	$487,859
Historic Preservation	$ 406,625	$ 917,514	$510,889
Debt Service Fund	$ 700,875	$ 705,875	$ 5,000
Conservation Trust Fund	$ 0	$ 7,456	$ 7,456
Water	$ 689,715	$ 791,868	$102,153
Total Increase in Appropriations	**(**includes staff bonus)**		**$1,113,357**

The requested increases in allocations for all funds are reflective of the 2012 year-end projections shown in the 2013 Adopted Budget with the exception of the JVA parking garage work in the amount of $51,500. Therefore, if adopted, the parking garage expenses will decrease the General Fund 2013 beginning fund balance by $51,500. All other supplemental changes will not have an impact on the

beginning balances used for the 2013 Budget. A brief description of each fund's requested increase is shown below.

General Fund	Additional Legal Expenses		73,000
	BBC Parking Study (Reimbursed)		55,000
	JVA Parking Garage Work		51,500
	BID Marketing/Events (Reimbursed)		135,000
	PD PT/FT Officer		21,199
	PD Vehicle Maintenance		6,000
	PD Emergency Equipment		12,000
	CCP Crack Filling		11,301
	Fire Truck Maintenance		15,000
	PD Vehicle Lease Recognition		95,499
	Total	$	475,499
Historic Preservation	Ennovate Contract		489,773
	Sidewalk Work		7,000
	Contingency for Outstanding Projects		13,227
	Total	$	510,000
Debt Service	Treasurer's Fees		3,850
	Interest on Short Term Loan		1,150
	Total	$	5,000
Conservation Trust	Benches for Streetscape		2,540
	Fish for Chase Gulch		4,916
	Total	$	7,456
Water	Reclass of Employee from PW		43,000
	Additional Legal & Engineering		52,000
	Chemicals		5,000
	Total	$	100,000
TOTAL REQUESTED INCREASE IN ALLOCATIONS		$	1,097,955

Adoption of Resolution 12-18 is necessary to ensure that the City remains in compliance with state budget laws. Not formally appropriating additional funding could put the City in violation of TABOR as well as other state laws.

Alderman Voorhies moved to approve Resolution No. 12-18: A resolution appropriating additional sums of money to defray expenses in excess of amounts originally appropriated in the 2012 Budget for the City of Central as amended. Alderman Giancola seconded, and without discussion, the motion carried unanimously.

Resolution No. 12-19: *A resolution of the City Council of the City of Central, Colorado approving a Professional Services Agreement with JVA, Inc. for Engineering Services.*
Operations Director Kisselman explained that there is no retainer fee for this agreement. Fees are

collected based on the on call services provided with no increase in billing rates from last year. JVA Inc. is an engineering firm located in Boulder with satellite offices in Winter Park and Ft. Collins. JVA has been working with the City for the last year, assisting with projects, developing standards and grant writing. Staff is pleased with the services and would like to continue the agreement for services.

Alderman Giancola moved to approve Resolution No. 12-19: A resolution of the City Council of the City of Central, Colorado approving a Professional Services Agreement with JVA, Inc. for Engineering Services. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No. 12-20: *A resolution of the City Council of the City of Central, Colorado adopting a new Employee Handbook.*
Attorney Michow gave the background as follows: the City Council requested that the City Attorney revise the existing employee handbook, which was last prepared in 2004 under the previous City administration. After receiving substantial input from both City Council and staff, the City Attorney is presenting the attached Employee Handbook for City Council's consideration. The City's Employee Handbook was last reviewed and adopted in its current form in 2004, with minor revisions made in 2007. Since that time, there have been changes in federal and state employment laws and the types of issues that arise in the modern workplace. Moreover, City management identified several areas in the existing handbook that either add to the cost of City operations or complicate the administration of personnel matters. The City Attorney has prepared the attached Employee Handbook, which contains updated guidelines to reflect accurately the City's expectations of its staff, streamline personnel matters, and provide the City with maximum flexibility in managing City employees in order to accomplish the goals of the City. City employees received the proposed Handbook on November 26, 2012 and were notified that they could provide comments or input related thereto to the City Finance Director or to City Council at its regular meeting on December 4, 2012.

City Council and staff have determined that it is appropriate to consider the proposed Employee Handbook at the December 4 meeting in order to implement the updated Handbook in time for calendar year 2013. However, City Council has also determined that it requires additional time to evaluate the City's current practices regarding paid sick and vacation leave for eligible City employees. As a result, the proposed Employee Handbook does not address or change those practices at this time. The City Council may evaluate and change those practices at a later date, as the proposed Handbook merely refers employees to the Finance Director for information regarding sick and vacation leave.

Alderman Voorhies moved to approve Resolution No. 12-20: A resolution of the City Council of the City of Central, Colorado adopting a new Employee Handbook with reserving the benefit section for next year. Mayor Engels seconded. In discussion, Alderman Giancola stated that this has been on the back burner for 2½ years and if we approve it now without the benefit's section, this will not get done. Mayor Engels stated that it is important to get these changes approved now and pick up from here with the new council in 2013. When Mayor Engels called the question, the motion carried 2 votes to 1 with Alderman Giancola voting no.

STAFF REPORTS
Manager Lanning stated he appreciates the bonus from Council and the recognition of our efforts and we will continue to work hard in 2013.

Operations Director Kisselman stated that the Energy & Mineral Impact Grant has been submitted and thanked staff for their assistance as well as the organizations that gave letters of support. He also thanked Fire Chief Allen for help with the remediation of the dump site.

COUNCIL COMMENTS

Alderman Giancola asked for the Energy and Mineral grant numbers. Manager Lanning offered to send them out tomorrow.

Alderman Voorhies thanked staff for going above and beyond to make the City look nice. She also invited all citizens to join us on December 18 for the Council open house after the meeting.

PUBLIC FORUM/AUDIENCE PARTICIPATION

Gloria Gaines, 781 Martin Drive, stated that the City looks beautiful with the new brick street and the holiday decorations.

Alderman Voorhies moved to invite Alderman-elect Gaines and Alderman-elect Heider to join Council in Executive Session with the same confidentiality requirements. Alderman Giancola seconded, and without discussion, the motion carried unanimously.

At 8:38 p.m., Alderman Voorhies moved to adjourned into Executive Session – Pursuant to C.R.S. Section 24-6-402(4)(b) for purposes of receiving legal advice concerning the Ballowe litigation. Alderman Giancola seconded, and without discussion, the motion carried unanimously.

The next Council meeting is scheduled for December 18, 2012 at 7:00 p.m.

Ronald E. Engels, Mayor	Reba Bechtel, City Clerk

AGENDA ITEM #7

CITY COUNCIL COMMUNICATION FORM

FROM: **Linda Michow, City Attorney**
Shannon Flowers, Finance Director

DATE: **December 13, 2012**

ITEM: **Ordinance 12-18 An Ordinance of the City Council of the City of Central Colorado Amending Certain Provisions of Chapter 4 of the Municipal Code Concerning Revenue and Finance**

NEXT STEP: **Hold a public hearing and make a motion to approve Ordinance 12-18, An Ordinance of the City Council of the City of Central Colorado Amending Certain Provisions of Chapter 4 of the Municipal Code Concerning Revenue and Finance**

___X_ORDINANCE
_____ MOTION
_____INFORMATION

I. **REQUEST OR ISSUE:** The City Council is being asked to consider Ordinance 12-18 which amends certain provisions and sections of Chapter 4 regarding revenue and finance. As Council is aware, over the course of the year and a half staff and legal counsel have been reviewing the Municipal Code to clean up obsolete provisions, create administrative efficiencies and simplify language and cross referencing so that staff, residents and businesses can more easily access the regulations set forth in the Code. The changes and amendments contained in Ordinance 12-18 do so for Chapter 4 of the Municipal Code.

The changes and revisions contemplated in Ordinance 12-18 were reviewed by Council at a work session on July 17, 2012. At that work session Council asked that legal counsel determine whether or not food stamps were included under Section 4-54 as exempt items. Section 4-54(n) has been added to include a food stamp exemption. Language has been added to Section 4-47 to formalize the City's existing practices regarding the collection of sales and lodging tax on complimentary meals and rooms.

Attached is a copy of Ordinance 12-18 that shows all changes that have been made to the

existing language in Chapter 4. The most significant changes proposed under Ordinance 12-18 are to the sections specific to the Procurement of Goods and Services (beginning with Section 4-241). As Council is aware, the existing procurement and bidding procedures in Chapter 4 are extremely confusing, at times contradictory and cumbersome to adhere to. For this reason, staff and legal counsel have simplified these sections and included a chart that easily identifies what purchasing requirements shall be followed within certain budgetary ranges.

II. **RECOMMENDED ACTION / NEXT STEP:** Hold a public hearing and make a motion to approve Ordinance 12-18

III. **FISCAL IMPACTS:** Fiscal impacts are not expected to be significant as the changes to interest rate collections are minor and the Ordinance does not affect any practices currently in place regarding sales, use or lodging tax collection. The changes to the Procurement of Goods and Services sections will not have any direct financial impacts but will allow staff to obtain good pricing and potential cost savings when purchasing goods and services thereby saving the City money.

IV. **LEGAL ISSUES:** The City is authorized under its home rule charter and Title 31 of the Colorado Revised Statutes to adopt and amend ordinances in furtherance of governmental administration and the City's police powers.

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

VI. **SUMMARY AND ALTERNATIVES:** City Council has the following options:

(1) Hold a public hearing and adopt Ordinance No. 12-18 on second reading;

(2) Hold a public hearing and adopt Ordinance No. 12-18 with amendments; or

(3) Table this item

CITY OF CENTRAL, COLORADO
ORDINANCE 12-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AMENDING CERTAIN PROVISIONS OF CHAPTER 4 OF THE MUNICPAL CODE CONCERNING REVENUE AND FINANCE

WHEREAS, the City of Central ("City") is authorized under its home rule charter and Title 31 of the Colorado Revised Statutes to adopt and amend ordinances in furtherance of governmental administration and the City's police powers; and

WHEREAS, the City Council previously codified the ordinances of the City via Ordinance No. 94-3 into the Municipal Code; and

WHEREAS, in furtherance of the public health, safety and welfare of the City of Central, the City Council wishes to update the Municipal Code, chapter by chapter, to create administrative efficiencies and to reflect current City practices and policies; and

WHEREAS, the City Council has considered revisions to Chapter 4 of the Municipal Code in a Council study session on July 17, 2012; and

WHEREAS, said revisions to Chapter 4 include but are not limited to; and

WHEREAS, City Council conducted a public hearing, with proper notice provided, to consider adoption of this Ordinance as required by law; and

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

Section 1. The following sections of Chapter 4 of the Central City Municipal Code are hereby amended to read as follows, with strike through to show deleted text and underline to show new text:

Sec. 4-4 Establishing interest rate on obligations owed to City.

(a) The City of Central shall be entitled to ~~interest at the rate of one percent (1%) per month on all past due obligations, which are past due for more than thirty days, and to~~ interest at the rate of one and one-half percent (1.5%) per month on all past due obligations which remain past due for more than sixty days. Such interest may~~shall~~ be applied to all past due obligations, including but not limited to all fees, taxes, contractual obligations, penalties, and other obligations or right to receive payment or reimbursement.

(b) In the event that a law of the State of Colorado or the United States provides for a higher rate of interest, Central City shall be entitled to such higher rate.

~~**Sec. 4-24. Maintenance Fund established.**~~

~~There is hereby created a special fund designated the Historic Structure Minimum Maintenance Revolving Fund, from which Fund shall be paid any costs and expenses incurred by the City in connection with the repair, alteration or preservation of any dangerous rated building and into which Fund shall be deposited:~~

~~(1) Such sums as may be recovered by the City as reimbursement for costs and expenses of repair, alteration or improvement of historical buildings and rated structures which are unsafe or dangerous;~~

~~(2) Such other sums as may by ordinance be appropriated to or designated as revenue of such Fund;~~

~~(3) All fines imposed and collected under Chapter 18, Article VI of this Code;~~

~~(4) Gifts, donations and other charitable contributions.~~

Sec. 4-43. Renewal of license.

(a) It shall be the sole responsibility of each licensee to submit a renewal application with a renewal fee as set by City Council resolution on or before January 15 of each year, granted that his or her business is in operation and is ~~still~~ liable to collect, report and submit taxes to the City.

(b) In the event that a business fails to renew its license prior to January 31 of each year, a fine equal to fifty ~~five~~ percent (50%) of the license fee ~~last tax remitted~~ will be charged upon the business's account and must be paid prior to the issuance of any license or retail sale. A notice stating the assessment of the fine and non-renewal of license will be mailed to the business by February 15 each year.

Sec. 4-46. Sales tax levy.

(a) There is levied and there shall be collected and paid a four percent (4%) tax upon on all sales and services as specified in Sections 4-47 and 4-48 of this Article.

~~(a) in accordance with the following schedule:~~

~~(b)~~

~~Amount of Sale~~	~~Tax~~
~~$0.01 through $0.15~~	~~No tax~~
~~0.16 through 0.37~~	~~$0.01~~
~~0.38 through 0.59~~	~~0.02~~
~~0.60 through 0.81~~	~~0.03~~
~~0.82 through 1.00~~	~~0.04~~

~~(c)~~

~~(d) On sales in excess of one dollar ($1.00), the tax shall be four percent (4%) on each full dollar of the sales price plus the tax shown in the above schedule for the applicable fractional part of a dollar upon each sales price.~~

~~(e)~~(b) ~~(b)~~ The retailer shall add the tax imposed thereto to the sales of charge of the item sold, showing such tax as a separate and distinct item, and when added, such tax shall constitute a part of such price or charge, shall be a debt from the purchaser to the retailer until paid, and shall be recoverable at law in the same manner as other debts.

(c) It is unlawful for any vendor to absorb or advertise the intent to absorb the tax imposed by the provisions of this Article, or to directly or indirectly reflect in any manner that the total charge including the tax is not greater than the total charge would be if the tax was not imposed.

(1) Nothing herein contained shall be deemed to prohibit any retailer selling malt, vinous or spirituous liquors by the drink from including in the sales price any tax levied under this Article.

(2) No retailer selling malt, vinous or spirituous liquors by the drink shall advertise or hold out to the public in any manner, directly or indirectly, that the tax levied by this Section is not considered as an element in the sale price to the consumer.

(d) No person other than the City may enrich himself or herself or gain any benefit from the collection or payment of such tax.

Sec. 4-47. Property and services taxed.

There is levied and there shall be collected and paid a tax in the amount stated in Section 4-46 as follows:

(a) All sales of tangible personal property at retail within the City or transactions made with vendors and/or persons within the City. All retail sales are consummated at the place of business of the retailer.

(b) All charges for service within the City for telephone and telegraph service and televised audio and video messages carried by wire or cable, whether furnished by public or private corporations or enterprises.

(c) All charges within the City for gas and electric service, whether furnished by municipal, public or private corporations or enterprises, for gas and electricity furnished and sold for domestic and commercial consumption not constituting a wholesale sale, upon steam when consumed or used by the purchaser and not resold in original form, whether furnished or sold by municipal, public or private corporations or enterprises.

(d) All amounts paid for all meals, foods, beverages and liquors, <u>including complimentary meals, food, beverages and liquor,</u> furnished in any restaurant, eating house, hotel, drugstore, club and resort or at any such place at which meals food or drinks are sold to the public.

(e) All charges for pay cable or subscription television, including charges for services, installation, connection or other similar charge.

(f) Automotive vehicles sold, leased or rented in the City.

(g) Pre-written and/or pre-packaged computer programs or software.

Sec. 4-48. Lodging tax.

(a) In addition to the property and services listed above and any applicable sales tax imposed, there is hereby imposed a three percent (3%) tax ~~in accordance with the following schedule~~ upon the entire amount charged for the furnishing of rooms or accommodation units.~~:~~

~~*Amount of Sale*~~	~~*Tax*~~
~~$0.01 through $0.37~~	~~No tax~~
~~0.38 through 0.59~~	~~$0.01~~
~~0.60 through 0.81~~	~~0.02~~
~~0.82 through 1.00~~	~~0.03~~

~~On sales in excess of one dollar ($1.00), the tax shall be three percent (3%) on each full dollar of the sales price plus the tax shown in the above schedule for the applicable fractional part of a dollar upon each sales price.~~

(b) Issuance of a sales tax license to any vendor shall also be considered a license to collect, report and remit lodging tax.

(c) All provisions set out in this Article shall apply to the collection, reporting, remittance and delinquency of lodging tax.

Sec. 4-54. Exempt sales.

The taxes levied in Sections 4-46, 4-48 and 4-49 shall not apply to the items listed below. The list of exemptions shall not be increased by implication or similarity. Furthermore, the burden of proving that any retailer or vendor is exempt from collecting the tax on any goods and paying the same to the City or from making returns, shall be on the retailer or vendor under such reasonable requirements or proof as the Finance Department may prescribe.

(a) All sales to the United States government, to the State, its departments and institutions, the political subdivisions thereof in the governmental capacities only.

(b) All sales to religious, charitable and eleemosynary functions and activities.

(c) All sales which the City is prohibited from taxing under the Constitution or laws of the United States or the State; provided, however, that the exemptions provided herein shall stand on their own and separate accord, and shall not be affected by the provisions of the state's sales tax exemption provisions.

(d) All sales of cigarettes.

(e) All sales of prescription drugs and prosthetic devices.

(f) All sales of commodities which are taxed under the provisions of the Motor Fuel Tax of 1933, as amended.

(g) Newspapers as legally defined in Section 24-70-102, C.R.S.

(h) All sales of tangible personal property to a public utility doing business both within and outside the City, for use in its business outside the City, even though delivery thereof is made within the City.

(i) All sales of farm machinery, farm machinery parts, livestock, poultry, livestock and poultry feeds and drugs, seeds and fertilizers to purchasers for use outside the City even though delivery is made within the City. Trucks and lawn and garden equipment are not to be considered as farm machinery.

(j) All permits, licenses, service charges, and fines and assessments, for benefit or penalty, charged by and in accordance with this Code.

(k) All sales of personal property; provided that such sales are infrequently conducted, that the sale occurs at the residence of the owner, and that the property to be sold was originally purchased for use by members of the household where such sale is being conducted.

(l) All sales by churches, clubs, lodges, parent-teacher associations, student organizations, youth organizations and organizations chartered by the State as nonprofit corporations; provided that such sales are infrequently conducted, that no regular place of sale is maintained and that all proceeds from such sales are used for the activities of the organization conducting the sale.

(m) Modified or customized computer programs or software; but not including pre-written computer programs or software.

~~(n)~~ All sales of food purchased with food stamps.

Sec. 4-114. Property having a fair market value of ten~~one~~ thousand dollars or more.

Property having a fair market value of ten~~one~~ thousand dollars ($10,000.00) or more per item shall be sold at public sale, either upon written, sealed bids or public auction, as may be determined by the Sales Agent.~~, to be advertised by notice placed in at least one (1) issue of a newspaper of general circulation published in the City or region not less than seven (7) days nor more than fourteen (14) days prior to such sale.~~ Nothing herein contained shall prevent the placement and giving of such additional notice as may be determined to be desirable by the Sales Agent.

Sec. 4-115. Property having a fair market value of less than ten~~one~~ thousand dollars.

Property having a fair market value of less than ten~~one~~ thousand dollars ($10,000.00) per item may be sold in the open market at public or private sale without bid advertisement and without observing the procedure prescribed by Section 4-114 relating to written, sealed bids, in the discretion of the Sales Agent.

~~**Sec. 4-119. Notice of intent.**~~

~~**Before any property declared to be excess or surplus is sold, the Sales Agent shall cause to be posted within the City at such locations as have been previously designated for posting, not less than seven (7) days prior to sale, a notice of intent to dispose of property. Such notice shall list and describe the items to be sold and indicate that any interested party may contact the Sales Agent and shall contain the address and telephone number of the office of the Sales Agent.**~~

Procurement of Goods and Services

Sec. 4-241. Purpose.

The City's policy is to promote government efficiency, transparency, and wise and economical use of public funds to ensure that the City's money is used to best serve the public interest. All procurement shall be accomplished in compliance with applicable and mandatory state and federal law. As a home rule municipality, the City's Purchasing Policy shall supersede any state law or requirements which are in conflict with this Policy unless such state requirement is applicable to home rule municipalities by law.

Sec. 4-242. Scope.

The City's Purchasing Policy applies to all Purchases by the City, unless otherwise specified by ordinance, resolution, other policy, or exempted under Section 4-243. Notwithstanding this Policy, the City shall comply with the requirements of any procurement or purchasing process obligation in any applicable and mandatory federal law or any funding or other agreement that requires specific purchasing procedures or requirements. No procurement, regardless of the amount, shall be initiated without annual appropriated funds.

Sec. 4-243. Exemptions.

The following Purchases are exempt from this Policy:

(a) Small Dollar Purchase – Purchases where the estimated total cost of the items or services is Five Thousand Dollars ($5,000) or less may be made directly by the City Manager or his or her designee. Although these purchases are exempt, competition is encouraged to ensure best value for products and services.

(b) Professional Services – Although a competitive process is preferred, services provided by those who possess a high degree of professional or specialized skill such as accountants, public finance specialists, architects, engineers and attorneys may be exempt from this Policy. Such service providers must meet the minimum qualifications and standards for providing the service.

(c) Extensions – Extension of existing contracts may be negotiated when a vendor offers to extend under the same conditions and at the same or lower price and such extension is in the best interest of the City. Contract extensions are limited to two one year terms.

(d) Sole Source - Purchases that are obtainable, for practical purposes, only from a single or sole source due to distribution rights, intellectual property or other exclusive rights as determined by the City Manager upon a finding that, after reasonable inquiry, there is a single or sole provider of such goods or services within the local or general area. Sole source purchases in excess of $30,000 for goods or services shall be approved by City Council.

(e) Cooperative Purchasing – Purchases made through Cooperative Purchasing arrangements which combine the requirements of two or more political entities to obtain the advantages of volume purchase, reduction in administrative expenses, or other public benefits also known as "piggybacking" on other governmental agreements.

(f) Government Purchases - Purchases from federal, state or other local government units.

(g) Employment - Employment agreements or employee services, including short term contract employees as may be needed from time to time.

(h) Emergency Purchases - Emergency Purchases shall extend to contracts for goods or services where time is of the essence for performance of the contract and the increased time to bid the contract would substantially impair the performance of the contract and/or result in an increased cost of performance. In emergency situations, the City Manager has authority to make all necessary expenditures resulting from the emergency, upon consultation with City Council.

(i) Purchases of water rights or interests in real property.

Sec. 4-244. Purchasing Policy.

The City Council is authorized to adopt a purchasing policy consistent with the terms herein by resolution. The purchasing policy adopted by City Council is subject to the following bidding thresholds and purchasing procedures:

~~Sec. 4-24.~~

Purchasing Range *	Purchasing Process	Purchasing Approval Level of Authorization	Purchasing Requirements	Other Requirements
$0-$5,000	Small Dollar – Exempt	City Manager or designee	Buyer's best judgment	No written contract is required
$5,001 to $25,000	Simple Procurement	City Manager	Minimum of two written or oral quotes	Written contract or purchase order
$25,001 and above	Formal Procurement	City Manager Recommendation and City Council Motion or Resolution	Sealed competitive bidding	Written contract signed by Council

~~Contracts with the City for goods and services, unless otherwise provided for herein, shall be awarded to the lowest responsive, responsible bidder. If the City Manager determines that no bids adequately meet~~

~~the City's needs or in the event the City decides, for whatever reason, not to let a contract, all bids may be rejected. Each bid, with the name of the bidder, shall be entered of record, and each record, with the successful bid, if any, indicated, shall be preserved for a period of five (5) years and open to public inspection. Bid, for the purpose of this Article, shall mean a non-negotiable response to a request identifying a precise scope of work, including defined goods and/or services being provided, a specific time for providing such goods and/or services and a specific cost for providing such goods and/or services. Bond for the proper performance of each contract may be required or waived in the discretion of the City Manager unless specifically required by Charter. If a bond is required, the form and legal sufficiency shall be subject to the approval of the City Attorney. (Ord. 99-1 §1, 1999)~~

~~Sec. 4-242. Sealed bids.~~

~~(a) Bidding procedures.~~

~~(1) Formal procedure. Formal advertisement by publication shall precede the awarding of any contract for goods and services, which is estimated to amount to Twenty-five Thousand Dollars ($25,000.00) or more. Such advertisement or notice shall give the specification of the goods and services to be purchased or refer to the standards and specifications therefor established pursuant to this Article and shall state the amount of bond, if any, required. All bids in response to such advertisements or notices shall be submitted in duplicate in sealed form and shall be publicly opened at the time specified in the advertisement or notice. After examination and tabulation, the results shall be subject to inspection by competing bidders.~~

~~(2) Informal procedure. Any contract for goods and services which is estimated to amount to less than Twenty-five Thousand Dollars ($25,000.00) may be awarded by informal procedure upon notice calculated to inform potential bidders in a manner calculated to achieve maximum economy to the City. However, no contract or purchase may be subdivided to avoid the requirements of Subsection (1) or any other provision of this Article.~~

~~(b) Evaluation of bids. Bids may be evaluated by the City Manager, or his designee, not including members of City Council. The records required to be maintained herein shall include the identity of the persons or agencies that evaluated the contract bids, the written recommendation for the award of the contract and the basis for the recommendation. If the basis for the recommendation is the lowest bid, the records shall show the computations, assumptions, etc., upon which the decision was based. If the recommendation is for award of a contract to a bidder who did not submit the lowest bid on a finding that the lower bids were not responsive or the lower bidders were not responsible, the records shall show a full documentation of the reasons for disqualifying the lower bid or bidders.~~

~~(c) Award.~~

~~(1) Contracts for $25,000.00 or more. All such contracts shall be presented to City Council with the recommendation of the City Manager. Council shall approve any such contract by motion or resolution, and the Mayor shall sign the contract in his official capacity.~~

~~(2) Contracts for less than $25,000.00 shall be approved by the City Manager and shall be signed by the City Manager in his official capacity.~~

~~Sec. 4-243. Contracts not subject to bidding procedures.~~

~~(a) The City Manager, upon prior approval of City Council, may forego the bidding procedures in SECTIONS 4-241 and 4-242 above when purchasing the following items:~~

~~(1) Goods and services which, when determined by the City Council that the use of competitive sealed bidding is not practicable or not advantageous to the City, may be acquired by competitive sealed proposals pursuant to SECTIONS 4-245 and 4-246 below; or~~

~~(2) Services required by reason of preferences based on professional advice unless specifically required by the Code or other ordinances. If the amount of such contract is less than $25,000, the City Manager may award the contract, and sign for the City in his official capacity. If the amount is $25,000 or more, the City Council must award the contract, and the Mayor must sign for the City in his official capacity.~~

~~(b) While attempting to obtain maximum economy for the City, the City Manager may forego the bidding procedures in SECTIONS 4-241 and 4-242 above when purchasing the following items:~~

~~(1) Goods indispensable to the City, when a bona fide emergency exists;~~

~~(2) Goods and services estimated to amount to Five Thousand Dollars ($5,000.00) or less. (Ord. 99-1 §3, 1999)~~

~~**Sec. 4-244. Responsibility of bidders and offerors.**~~

~~(a) In determining whether a bidder or offeror is responsible, the following shall be considered:~~

~~(1) The ability, capacity and skill of the bidder or offeror to perform the contract or provide the services required;~~

~~(2) Whether the bidder or offeror can perform the contract or provide the service promptly and within the time specified without delay or interference;~~

~~(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder or offeror;~~

~~(4) The quality of the bidder's or offeror's performance of previous contracts or services;~~

~~(5) The previous and existing compliance by the bidder or offeror with laws and ordinances relating to the contract or service;~~

~~(6) The sufficiency of the financial resources and ability of the bidder or offeror to perform the contract or provide the service;~~

~~(7) The quality, availability and adaptability of the goods and services to the particular use required;~~

~~(8) The ability of the bidder or offeror to provide future maintenance and service for the use of the subject of the contract;~~

~~(9) The ability of the bidder or offeror to be bonded in an appropriate amount to insure completion of the contract.~~

~~(10) Any other circumstances which will affect the bidder's or offeror's performance of the contract.~~

~~(b) In addition to the authority for rejection found in Section 4-241 of this Article, the City Manager shall have the authority to reject all bids and proposals or any portions thereof when the interest of the~~

~~City and the public will be served thereby. All such decisions will be supported by a written determination made by the City Manager.~~

~~(c) No bidder or offeror shall be considered responsible if in default on the performance of any other contract with the City or in the payment of any taxes, licenses or other moneys due to the City. (Ord. 99-1 §4, 1999)~~

~~**Sec. 4-245. Competitive sealed proposal.**~~

~~(a) When the City Council, after recommendation by the City Manager, determines in writing that the use of competitive sealed bidding is not practicable or not advantageous to the City, a contract may be entered into by use of the competitive sealed proposals method. The word "practicable" denotes a situation which justifies a determination that a given factual result can occur. A typical determination would be whether or not there is sufficient time or information to prepare a specification suitable for competitive sealed bidding. "Advantageous" connotes a judgmental assessment of what is in the City's best interests. Illustrations include determining:~~

~~(1) Whether or not to utilize a fixed price or cost type contract under the circumstances;~~

~~(2) Whether quality, availability or capacity is overriding in relation to price in procurement of research and development, technical or other complex goods or services;~~

~~(3) Whether the initial installation needs to be evaluated together with subsequent maintenance and service capabilities and what priority should be given these requirements in the best interest of the City;~~

~~(4) Whether the marketplace will respond better to a solicitation permitting not only a range of alternative proposals but evaluation and discussion of them before making the award;~~

~~(5) Whether the uncertainty OR technical difficulty of the proposed contract would require a design build contract rather than a fixed price or cost type contract.~~

~~(b) What is practicable may not necessarily be beneficial to the City. Consequently, the terms practicable and advantageous are used in this SECTION to avoid a possibly restrictive interpretation of the authority to use competitive sealed proposals. (Ord. 99-1 §5, 1999)~~

~~**Sec. 4-246. Procedure for competitive sealed proposals.**~~

~~(a) Procurements of the following are eligible for award by competitive sealed proposals:~~

~~(1) Goods and services identified in SECTION 4-243(a) above; and~~

~~(2) Professional services unless otherwise provided for by the Code or other ordinances; and~~

~~(3) City improvements.~~

~~(b) Initiation of procurement pursuant to this SECTION shall be solicited through a request for proposals or a request for qualifications.~~

~~(c) Public notice shall be given and shall include the proposal title, place, date and time of proposal opening.~~

~~(d) Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be maintained containing the name of each offeror and shall be open for public inspection after the award of the contract in the office of the Purchasing Agent in the same manner as are other public records.~~

~~(e) The request for proposals or qualifications shall state evaluation factors and their relative importance.~~

~~(f) After proposal opening, interviews may be conducted with the highest ranked responsible offeror or offerors for the purpose of clarification and to assure full understanding of, and responsiveness to, solicitation requirements. An offeror is a person or entity who submits a competitive sealed proposal. Offerors selected for interview shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions may be permitted after submissions and prior to award in order to reflect clarifications in the proposal's scope of work or contract amount. In conducting interviews, neither the City nor any officer, employee or committee thereof, shall disclose any information derived from proposals submitted by competing offerors.~~

~~(g) The contract shall be awarded with reasonable promptness by written notice to the responsible offeror whose proposal is determined in writing to be most advantageous to the City, taking into consideration the evaluation factors set forth in the request for proposals or qualifications. No other factors or criteria shall be used in the evaluation.~~

~~(h) The City Manager is authorized to negotiate the final price and precise scope of work with the selected offeror. Nonetheless, the City Council must approve the final contract which must be signed by the Mayor in his official capacity.~~

~~(i) Request for proposals or qualifications. Proposals shall be solicited through a request for proposals or qualifications.~~

~~(j) Public notice. Public notice of the request for proposals shall be given in accordance with accepted municipal bid advertising procedures.~~

~~(k) Receipt of proposals. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.~~

~~(l) Evaluation factors. The request for proposals or qualifications shall state the relative importance of price and other evaluation factors.~~

~~(m) Discussion with responsible offerors and revisions to proposals. As provided in the request for proposals or qualifications, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.~~

~~(n) Award. Award shall be made to the responsible offeror whose proposal is determined by resolution of City Council to be the most advantageous to the City taking into consideration price and the~~

~~evaluation factor set forth in the request for proposals. No other factor or criteria shall be used in the evaluation. The contract file shall contain the resolution, which shall include the basis on which the award is made. (Ord. 99-1 §6, 1999)~~

~~**Sec. 4-247. Single or limited source procurement.**~~

~~For contracts under $25,000.00, the City Manager may, after conducting a good faith review of available sources, award a contract without competition; for contracts of $25,000.00 or more, the City Council may, with the advice of the City Manager after his good faith review, award a contract without competition. The City Manager shall write a memorandum of his decision, which shall contain findings that there is only one source, or a limited number of sources for the required goods, service or construction item, and, if awarded as an emergency contract, shall state the nature of the emergency that existed at the time of the award. The City Manager shall conduct negotiations, as appropriate, as to price, delivery and terms, which shall be included in the memorandum to Council. A record of single and limited source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract and the identification number, if any, of each contract file.~~

Sec. 4-266. Establishment of accounts.

The Finance Director shall establish separate accounts within the Capital Improvement Fund for each of the fees imposed under the provisions of this Article, into which shall be deposited all fees collected for each such category of capital improvement. Interest earned on each such account shall be considered funds of the account and shall be used solely for the purposes authorized for such funds as provided herein. The Finance Director shall establish adequate financial and accounting controls to ensure that fees disbursed from each such account are utilized solely for the purposes authorized. The Finance Director shall comply with applicable state law regarding publication of impact fee account information.

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. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the ____ day of _____, 2012, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

_____

Ronald E. Engels, Mayor

Approved as to form:

_____

Linda C. Michow, City Attorney

ATTEST:

_____

Reba Bechtel, City Clerk

PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the ___ day of _____, 2012.

CITY OF CENTRAL, COLORADO

_____

Ronald E. Engels, Mayor

ATTEST:

_____

Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on _____, 2012.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on _____, 2012.

CITY OF CENTRAL, COLORADO

_____

Ronald E. Engels, Mayor

ATTEST:

_____

Reba Bechtel City Clerk

AGENDA ITEM #8

CITY COUNCIL COMMUNICATION FORM

FROM: **Shannon Flowers, Finance Director**

DATE: **December 13, 2012**

ITEM: **Ordinance 12-19, An Ordinance of the City Council of the City of Central, Colorado Amending Certain Provisions of Article II of Chapter 6 of the Central City Municipal Code; Specifically Fees and Charges Related to Avoidable or False Alarms**

NEXT STEP: **Hold a public hearing and make a motion to approve Ordinance 12-19, An Ordinance of the City Council of the City of Central, Colorado Amending Certain Provisions of Article II of Chapter 6 of the Central City Municipal Code; Specifically Fees and Charges Related to Avoidable or False Alarms.**

__X__ORDINANCE
__X__MOTION
_____INFORMATION

I. **REQUEST OR ISSUE:** In conjunction with the Municipal Code revisions that staff and legal counsel have been doing over the past year, staff has been removing any specific fees and/or charges from the Code itself and incorporating them into the Comprehensive Fee Schedule instead. Ordinance 12-19 accomplishes this for Chapter 6 specific to avoidable and false alarms.

A resolution to include the revised fees for avoidable and false alarms on the Comprehensive Fee Schedule will be presented to Council for consideration upon adoption of Ordinance 12-19 following second reading.

II. **RECOMMENDED ACTION / NEXT STEP:** Hold a public hearing and make a motion to approve Ordinance 12-19

III. **FISCAL IMPACTS:** There are no fiscal impacts related to the adoption of Ordinance 12-19 if Council approves the abovementioned Resolution incorporating the fees onto the Fee Schedule.

IV. **BACKGROUND INFORMATION:** Please see the attached Ordinance

V. **LEGAL ISSUES:** The City Attorney has drafted and reviewed the Ordinance and there are no legal issues.

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

VII. **SUMMARY AND ALTERNATIVES:**

1. Hold a public hearing and make a motion approving Ordinance 12-19;
2. Hold a public hearing and make a motion approving Ordinance 12-09 with amendments; or
3. Table this item

CITY OF CENTRAL, COLORADO
ORDINANCE 12-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AMENDING CERTAIN PROVISIONS OF ARTICLE II OF CHAPTER 6 OF THE CENTRAL CITY MUNICPAL CODE; SPECIFICALLY FEES AND CHARGES RELATED TO AVOIDABLE OR FALSE ALARMS

WHEREAS, the City of Central is a home rule municipality that is authorized, pursuant to its Home Rule Charter, the Colorado Constitution and state law, to adopt ordinances in furtherance of the health, safety and welfare of the City's inhabitants; and

WHEREAS, in furtherance of the public health, safety and welfare of the City of Central, the City Council adopted Article II of Chapter 6 of the Municipal Code titled "Alarm System" through the passage of Ordinance No. 275 in 1991 (the "Prior Ordinance"); and

WHEREAS, the Prior Ordinance established certain excessive use fees and fees for false alarms (collectively, the "Fees"); and

WHEREAS, the Fees have not been updated for over 20 years; and

WHEREAS, City staff is recommending that the Fees not be specifically set forth in Article II of Chapter 6 of the Municipal Code, but rather be included in the City's fee schedule that is adopted by City Council and amended from time to time; and

WHEREAS, City Council conducted a public hearing, with proper notice provided, to consider adoption of this Ordinance as required by law.

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

Section 1. Section 6-28 of Article II of Chapter 6, titled "Revocation of permit" is hereby amended to read as follows in its entirety:

Sec. 6-28. Revocation of permit.

(a) An alarm user permit shall be revoked whenever twenty-five (25) or more avoidable alarms are recorded for a system in any one (1) permit year. The alarm user may reinstate a revoked permit by: payment of all applicable excessive use fees, as imposed pursuant to Section 6-29; payment of a reinstatement fee in an amount set forth in the City's fee schedule; and by submission of proof that modifications have been made to the alarm system to reduce the number of avoidable alarms.

(b) An alarm user permit shall be revoked whenever excessive use fees have not been previously paid within one (1) year of the occurrence of an avoidable

alarm about which the alarm user has been issued an excessive use fee notice.

Section 2. Section 6-29 of Article II of Chapter 6, titled "Notice of excessive use fees" is hereby amended to read as follows in its entirety:

Sec. 6-29. Notice of excessive use fees.

(a) The City shall notify an alarm user in writing, by means of first class mail sent to the address listed on the permit application, when an alarm user has had two (2) avoidable alarms during a permit year. Such notice of excessive use shall inform the alarm user that additional avoidable alarms will subject the alarm user to specific fees set forth and referenced in the City's fee schedule. Any and all fees imposed pursuant to this Section shall be due to the City within thirty (30) days following the date on which the fee is imposed by the City on an alarm user. Failure of any alarm user to remit the outstanding fee(s) to the City within the applicable period shall constitute a prohibited act under this Code, subject to the general penalty provisions in Section 1-72 of this Code. At the end of the permit year, the City shall notify each alarm user in writing, by means of first class mail sent to the address listed on the permit application, of any outstanding fees due to the City under this Section, if not previously paid.

(b) The Chief of Police and the City Clerk shall issue rules, regulations or procedures governing the number and type of any additional notices of excessive use.

(c) Owners of new alarms will be allowed a ten (10) day grace period from issuance of the alarm user permit before any avoidable alarms are recorded by the City for excessive use fee purposes.

Section 3. Section 6-33 of Article II of Chapter 6, titled "Permit for police alert alarms; charges for false alarms" is hereby amended to read as follows in its entirety:

Sec. 6-33. Permit for police alert alarms; charges for false alarms.

(a) Permit for police alert alarms. No person shall own, use, lease, operate or maintain a police alert alarm within the City unless such person shall have first obtained a permit from the City Clerk. The permit application shall contain such information as the City Clerk, with the advice of the Chief of Police, shall require. In order for a police alert alarm to be eligible for response by the police, the user of such alarm must submit as part of his or her permit application a signed release and waiver granting permission for entry into premises by the police, which release and waiver shall be acceptable in form to the City Attorney. No police alert alarm permit may be renewed unless the user has paid all outstanding false police alert alarm charges imposed under Subsection (b) below. No release and waiver shall be renewed unless the user signs a new release and waiver at the time of renewal.

(b) False hold-up and false police alert alarm charges. Activation of hold-up alarms or police alert alarms shall be deemed an intentional act for which a fee shall be imposed, in the specific amount(s) set forth and referenced in the City's fee schedule. Failure of any person to remit the outstanding fee(s) to the City by the applicable due date shall constitute a prohibited act under this Code, subject to the general penalty provisions in Section 1-72 of this Code.

Section 4. **Codification Amendments.** The codifier of Central City's Municipal Code is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Central City Municipal Code.

Section 5. **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 6. **Repeal.** Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Section 7. **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, 2012, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

_____

Ronald E. Engels, Mayor

Approved as to form:

_____

Linda C. Michow, 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, 2012.

CITY OF CENTRAL, COLORADO

_____
Ronald E. Engels, Mayor

ATTEST:

_____
Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on December 6, 2012.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on December 18, 2012.

CITY OF CENTRAL, COLORADO

_____
Ronald E. Engels, Mayor

ATTEST:

_____
Reba Bechtel City Clerk

AGENDA ITEM # 9

CITY COUNCIL COMMUNICATION FORM

FROM: **Greg Thompson, CDD**
DATE: **December 18, 2012**
ITEM: **Ordinance 12-20 - Historic Preservation Commission Membership**

___X___ORDINANCE
_____MOTION
_____INFORMATION

I. REQUEST OR ISSUE:
The City Council is being asked to consider Ordinance No. 12-20 on 2nd reading. The purpose of the Ordinance is to amend the Municipal Code to indicate who can be on the Historic Preservation Commission. At this time, there are restrictions on who can serve on the Planning Commission. No such restrictions currently exist for HPC members.

II. RECOMMENDED ACTION / NEXT STEP:
Review and approve Ordinance No. 12-20 on 2nd reading with the amendment to correct the language to match that as stated for Planning Commission.

III. FISCAL IMPACTS:
None.

IV. BACKGROUND INFORMATION:
Treating the membership of the HPC and the PC similarly seems appropriate.

V. LEGAL ISSUES:
The City is authorized to enact Ordinance No. 12-20 pursuant to its home rule authority.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:
None.

VII. SUMMARY AND ALTERNATIVES:
Council may take one of the following actions:

1. Approve Ordinance No. 12-20 on 2nd reading.
2. Reject or deny the ordinance.

CITY OF CENTRAL, COLORADO
ORDINANCE NO. 12-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL COLORADO AMENDING CERTAIN PROVISIONS OF ARTICLE VI OF CHAPTER 2 OF THE CENTRAL CITY MUNICIPAL CODE REGARDING HISTORIC PRESERVATION MEMBERSHIP

WHEREAS, the City of Central is a home rule municipality that is authorized, pursuant to its Home Rule Charter, the Colorado Constitution and state law, to adopt ordinances in furtherance of the health, safety and welfare of the City's inhabitants; and

WHEREAS, in furtherance of the public health, safety and welfare of the City of Central, the City Council wishes to update the Municipal Code, chapter by chapter, to create administrative efficiencies and to reflect current City practices and policies; and

WHEREAS, said revisions to Chapter 2 include membership for the Historic Preservation Commission; and

WHEREAS, City Council conducted a public hearing, with proper notice provided, to consider adoption of this Ordinance as required by law.

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

Section 1. Section 2-121 is hereby amended to read as follows, with strike through to show deleted text and underline to show new text:

> There is hereby created an Historic Preservation Commission, hereinafter called the "Commission." Commencing on January 1, 2013, the Commission shall consist of five regular (5) members and one (1) alternate member. A person serving in a position as an alternate shall have the right to participate in all meetings of the Commission to the same extent as a regular member, except that a person serving in the position of alternate shall not be entitled to vote on any matter, unless such alternate member is temporarily assigned by the Chairperson of the Commission in the event of an absence or conflict of interest of a regular member during all or any portion of a meeting of the Commission. When assigned to fill a regular position during a meeting, the alternate member shall assume all rights, duties and obligations of the regular member during the period of assignment. Assignment shall terminate upon the earlier of the return of the regular member to the meeting or the adjournment of the meeting. <u>No person shall be a member of the Historic Preservation Commission who is also a member of the City Council, the Mayor, an employee of the City or who holds any other city municipal office, except that up to and including two members of the Historic Preservation Commission may also be appointed to be members of the Planning Commission.</u>

Section 2. **Codification Amendments.** The codifier of Central City's Municipal Code is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Central City Municipal Code.

Section 3. **Full Force and Effect.** Except as amended herein, all remaining provisions of Chapter 2 of the Municipal Code shall remain in full force and effect.

Section 4. **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 5. **Repeal.** Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Section 6. **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, 2012, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

_____
Ronald E. Engels, Mayor

Approved as to form:

_____
Linda C. Michow, 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, 2012.

CITY OF CENTRAL, COLORADO

_____
Ronald E. Engels, Mayor

ATTEST:

_____
Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on December 6, 2012.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on December 20, 2012.

CITY OF CENTRAL, COLORADO

_____
Ronald E. Engels, Mayor

ATTEST:

_____
Reba Bechtel City Clerk

Agenda Item #10

12 December 2012

Mr. Greg Thompson
Community Development Director/Historic Preservation Officer
141 Nevada Street
P.O. Box 249
Central City, Colorado 80427

RE: Letter of Intent
Central City Historic Preservation Commission

Dear Mr. Thompson:

I am writing to offer my services for a second term as a member of the Central City Historic Preservation Commission. It has been a great honor to serve on the commission over the last several years, and during that time I have gained great insight to the issues that face Central City and the challenges in preserving its valuable historic structures. Hopefully the Mayor and other decision makers at the city will conclude that my service during my last term has provided value worthy of consideration.

In addition to my previous service on the HPC, I have provided architectural services for the city on several small projects, including the Welcome to Central City sign and an accessibility analysis of the Visitors Center. Over the last seventeen years with Fentress Architects in nearby Denver, I have had the opportunity to work on several historic preservation projects and understand the importance of maintaining the integrity of historic places such as Central City.

I am a registered Architect in the States of Colorado and California and am familiar with the with the planning, design and construction process. Having frequent contact with building and property owners as clients, as well as approving authorities throughout my career allows me to view proposed projects from several vantage points. This gives me the unique ability to review projects fairly and competently against the design guidelines while keeping the overall objectives of the city in mind.

I am an active member in the American Institute of Architects and chaired the AIA Denver Chapter Committee on the Environment in 2006 and 2007. I received the AIA Presidents Award for my efforts in activating and promoting that committee and its efforts in sustainable design

alexanderthome@comcast.net

14410 West Ellsworth Avenue - Golden CO 80401
Phone> 303 902 2964
CO License No> 203549

and construction. I am also a LEED Accredited Professional with the United States Green Building Council, further documenting my dedication to sustainability, which is a key component in historic preservation.

Most importantly, the opportunity to participate with the city staff, council, commissioners and members of the local community in making the future of Central City better has greatly enriched my life, and I truly appreciate consideration to continue that service.

Please do not hesitate to call with any questions.

Sincerely,

Alexander Thome, AIA, CDT, LEED AP BD+C

November 27, 2012

Ron Engels, Mayor
Chairperson of the Historical Society
City of Central

Re: Opening for Commissioner for
The Historical Society

Dear Mayor & Chairperson of the Historical Society:

I am requesting to be considered for the position that is currently open as a Commissioner or the alternate commissioner on the Historical Society.

For 18 years I worked for the City of Denver in the Community Planning & Development Department. My function was to review incoming plans for code compliance. There were plans submitted that were for projects in the Historic Districts. As the reviewer I had to be knowledgeable of the requirements set forth by the Historic Society. I feel that with my experience and interaction with homeowners and design professionals I would be a great asset to this commission.

I am a Denver native and have a great appreciation for the preservation of the historic integrity of the City of Central. I would consider it a privilege to serve as a member of the Historical Society Commission.

Sincerely,

Margaret Grant

Margaret Grant
804 Vernon Drive
Central City, CO 80427
303-582-3204

November 27, 2012

City Hall
141 Nevada Street
P.O. Box 249
Central City, CO 80427
Attn: Reba Bechtel, City Clerk

Dear Ms. Bechtel,
Please accept this letter as my notification of interest in serving on the Historic Preservation Commission as a regular member or as an alternate.

I have worked in the Colorado Gaming industry for the past fourteen years. Eight of those years have been spent interpreting and enforcing the Colorado Gaming Act, Rules and Internal Control Minimum Procedures. I was an auditor for the Colorado Division of Gaming for three and a half years, a Compliance Officer for the Isle Casino for four years and currently work as the Compliance Officer for Reserve Casino Hotel. My primary responsibility is ensuring compliance with Gaming, however I am in the process of learning and understanding Colorado liquor laws and Central City Codes and Ordinances to assist my property in ensuring compliance will all City and State laws.

I feel my background of interpreting and understanding Gaming rules and regulations makes me a suitable candidate for the HPC. I understand the time and efforts required to research and understand requests and enjoy the challenges. I want to see Central City continue to grow and be profitable while preserving the historic beauty of the city.

Thank you for your consideration.

Sincerely,

Gina Fuerst
6360 Depew Ct.
Arvada, CO 80003
303-327-2249 work
303-284-7734 home
720-217-8116 cell

Dear Mayor and City Council,
I would very much like to serve on the HPC board. My interest in history and various types of architecture would make a good contributory mix for all parties involved.

Serving on this commission would provide the added spark and opportunity for me to learn more of what makes this area so unique. Thank you for your time and consideration.

Sincerely,
Perry Eppenger
415 Roworth
Central City

John E. Friery
224 E 4th High Street
P.O. Box 654
Central City, CO 80427
303.582.3537 H
720.519.9228 C

Attn: Reba Bechtel
City Clerk
City of Central

Re: 1-Alternate Opening on the Historic Preservation Commission
2-Vacant Opening on Planning Commission

Dear Ms Bechtel,

Preservation has always been a fascinating hobby of mine. Whether old antiques or old buildings or just collecting stuff to re-use; it is truly a difficult habit to give up.

My real start in preservation came in the City of Baltimore, operating the Salvage Depot for then Baltimore Mayor Donald Schaefer. Our duties consisted of retrieving and recycling old building materials from City owned buildings in residential neighborhoods abandoned by owners and taken over by the City by eminent domain. Thousands of homes were recycled by homesteaders. These urban homesteaders could come to The Salvage Depot and purchase salvaged articles on the cheap.

Working under the Commission for Historical and Architectural Preservation it became very apparent to me the impact we were having in the planning and execution of the preservation of neighborhoods in the City of Baltimore.

Fast forward from the late seventies, I arrived in Denver in 1982 and employed as a building superintendent. In 1999 after spending a year at the oldest co-op/condo association in Denver, The Perrenoud at 17th & Clarkson I retired.

It is my belief that Planning and Preservation are the twins which will bring healthy economic life back to Central City. Therefore, I am offering to serve on each committee to have an opportunity to share my ideas and thoughts on historical preservation as well as planning. This will allow me an opportunity to give back to the community in a constructive and positive way.

In advance, I wish to thank you for considering my application.

Sincerely,

John Friery

12-5-12

Agenda Item # 11

101 H Street, P.O. Box 7
Central City, Colorado
80427-0216

November 27, 2012

Mayor Ron Engels & City Council
Reba Bechtol, City Clerk

Dear Friends:

I am in receipt of notice concerning the expiration of my term as a Central City Planning Commissioner. I have served this commission for several years and most recently as the Chair.

I am very appreciative of the opportunity to serve my adopted community through the past years, and would like your consideration to continue.

It is very important for this Commission to have participants with experience and good attendance. Many challenges for the future of the City come through this very important Commission. As an Advisory Board to the City, our recommendations have met the challenges of the community, developers and City Council. Together, we have set the future of the city.

Please consider my experience and willingness to continue in this position as a member of the Central City Planning Commission.

Respectfully,

Barbara J. Thielemann

Barbara J. Thielemann

Reba Bechtel, CMC
City Clerk
City of Central
PO Box 249, 141 Nevada Street
Central City, CO 80427

November 27, 2012

Dear Ms. Bechtel,

I am very interested in continued service to the community of Central City by requesting reappointment to the Planning Commission. Although not much planning has happened in the last two years, I still look forward to the opportunity to serve Council and constituency in the capacity as Planning Commission member.

Thank you for the opportunity to serve,

Herman N. Gaines Jr., PMP

November 27, 2012

Ron Engels, Mayor
Members of City Council
City of Central

Re: Opening on Planning Commission

Dear Mayor & City Council Members:

I am requesting to be considered for the position that is currently open on the Planning commission.

For 18 years I worked for the City of Denver in the Community Planning & Development Department. Under that department I was with the Building & Zoning Divisions. My function was to review incoming plans for code compliance for both departments then issue a permit to build.. These projects included new residential developments as well as individual homes or even historical homes being renovated. Because of this I needed to work closely with all divisions under CPD be it Planning , Historic or Transportation. With this position I had extensive interaction with the Developers, Architects, Engineers and Contractors. I feel that with my experience and interaction with these professionals I would be a great asset to this committee.

Since I am a Denver native, I feel a sincere connection to Central City and its progress . I would consider it a privilege to serve as a member of the Planning Commission

Sincerely,

Margaret Grant

Margaret Grant
804 Vernon Drive
Central City, Co 80427
303-582-3204

John E. Friery
224 E 4th High Street
P.O. Box 654
Central City, CO 80427
303.582.3537 H
720.519.9228 C

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City Clerk
City of Central

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In advance, I wish to thank you for considering my application.

Sincerely,
John Friery
12-5-12

Agenda Item # 12

Gilpin County Historical Society Report to the City of Central – 2012

GCHS would like to thank Central City for its support in 2012. Since we're physically located here in this city, and you have supported us in so many ways, the past two years in particular, we thought you might like to know how we're doing.

We voted at our last meeting of 2013 (Nov. 18) to make a slight change in our name. You will be hearing and seeing "Gilpin History" in the future. We will still technically be: "Gilpin County Historical Society"; however we have added " dba Gilpin History" to our name. This has been a change long discussed and pondered over. We hope it will help visitors and residents understand our purpose better in a simpler format.

While we still aren't making enough profit to completely maintain ourselves without our trust fund, we have maintained a "status quo" when compared to 2011 and are seeing some positive progression in visits to the various museums, tours, and income.
Tours are up. Finances are more stable, though still running "in the red". While the "status quo" is not what we hope to continue to maintain, it is actually a kind of "positive" for us. It at least means we're not moving backwards, but maintaining a better perspective financially overall.
We are still drawing from our trust, but we've also had some major expenses. Along with a couple of grants awarded in 2012, the trust has helped to cover some of those expenses - ie: matching grant funds, unexpected maintenance, etc.

The inclusion of Washington Hall has been a big boost to our exposure. We sincerely thank you for the opportunity to include it with our own properties. The little museum we are able to offer for free is a good "hook".
Thank you for the affordable lease as well as the help with docent salaries. We do realize how much that single "helpmate" has continued to expand the involvement of overall Gilpin History in the mindset of visitors. We understand it is a temporary gift and do not take it lightly. It is sincerely appreciated. Our goal is to progress fully enough to continue without your assistance. We are not there yet, but feel we are making some forward strides. Hopefully, it is also helping the city to see some progression towards the goal of more Heritage Tourism.

We have worked more collaboratively with the CC Opera Association in 2013. You received their report several meetings back.
I believe it has been a positive collaboration that has helped us all to achieve better understanding of each other as well as to further that same Heritage Tourism goal. We continue to work together to find ways to help each other. Some good examples of this collaboration have been the slight extension of our "tour season" for both the Teller House and Opera House and the allowance of three CCOA properties during the 2012 Creepy Crawls, Teller, Opera and Williams Stables.

We worked on better collaboration with the Gilpin Arts Association. This included promoting Art events where possible via our own museum contacts and events while they reciprocated in turn. We also were blessed to be able to use the Arts Association's portion of Washington Hall for the 2013 Creepy Crawls. This alone proved to be a huge benefit to us.
I look forward to continuing to work with them in 2013 for the benefit of both organizations.

We have also been blessed this year to be able to expand our cooperation with the CCBID. This has helped tremendously in both an exposure sense as well as a financial sense. The Beer Fest, in particular, was huge for us. We had our biggest day ever in sales on that Saturday.
We also had a very successful cooperation for the 2012 Creepy Crawls and are already working on planning for this event again in 2013. Current planned 2013 dates will be 10/5, 12, 19, & 26....every Saturday....with a special "Casino Night" on Friday, 10/25.

And, of course, the August Cemetery Crawl tradition continued in 2012 and was also a big success. Special thanks to Mayor Engels for his own part in playing one of our spirits.
Next year's event will be held on Saturday, August 24 in the Russell Gulch Cemetery.

I have been elected to continue as the 2013 President for Gilpin History. It is my goal to continue to build on collaborative efforts with CCOA, GAA, CCBID, and the City itself. I believe that working collaboratively vs individually helps all of us to better achieve our goals. I am excited at the prospects before us and anticipate good things in 2013.

Thanks for your time. Please know that any of our Board members would be happy to chat with you at any time. You will find a copy of our Annual Meeting Report to Members (2011/2012) included in your packet. All Board members listed at the beginning remain in place through 2013 with the exception of Alan Granruth who has had to bow out for medical reasons.

Thanks again for your time and your support.

GILPIN COUNTY HISTORICAL SOCIETY
ANNUAL REPORT 2011/2012

Board of Trustees:	Ralph Barnhardt	
	Martie Fast	2011 President
	Gloria Gaines	2012 President
	Herman Gaines	Treasurer
	Alan Granruth	Investment Portfolio Advisor
	Linda Jones	Event Chair
	Mike Keeler	
	Chuck Roberts	Property Chair
	Neal Standard	Vice President
	Barbara Thielemann	
	Dave Thomas	Secretary
	Deborah Wray	
Director:	David Forsyth	
# Meetings held:	2011: 10	
	2012: 10	
# Current Members:	100 (approximate-includes Board of Trustees)	

Events Held:

2011: 2 Stroehle House Teas – July & September
Washington Hall Museum & tour operation opened
Annual Business Meeting/Fundraising Dinner
Opening Weekend/ Mountain Submarine exhibit unveiled
Central City Walking Tours – collaborative w/Opera Assoc.
Cemetery Crawl
Aspen Gold Tour – cancelled due to lack of sales
5 nights/Creepy Crawl w/CC Business Assoc.
November Historic Event/Stroehle House –
Cancelled due to lack of participation

2012: Stroehle House Historic Event for Board Members & Guests
2 Stroehle House Teas – June & September
Opening Weekend/Schoolhouse Museum
Central City Walking Tours – collaborative w/Opera Assoc.
Cemetery Crawl
Aspen Gold Tour – upcoming 9/22
6 nights/Creepy Crawl w/CC Business Assoc.
Dates: October 12/13, 19/20, 26/27

General Information:

2011: (minutes available for review at Schoolhouse Museum)

GCHS entered into one-year, $1/year lease with Central City for use of former Police Dept. space in Washington Hall. Gilpin County Law Enforcement display erected.
Agreement was also made with city for salary assistance for docents to keep this space open as museum presence year round.
Worked with Central City re: expanded marketing
Teller House & Opera House Tours were again conducted in conjunction with Opera Association and were run out of Wash Hall.
Thomas House tour requests were moved to Wash Hall and conducted all year. Museum was also available outside of actual season on a one on one basis via Wash Hall.
Increased attendance for all tours in 2011.
Stroehle House has good renters and was maintained well in 2011.

Financially, GCHS continued to work 'in the red' if not for Trust. Trust had an up & down year due to economic conditions country-wide.
New Trustees, Ralph Barnhardt & Deborah Wray were placed at November meeting, with 1st attendance in January, 2012. Recommend membership elect these officially at 2012 Annual Meeting.
Worked with CC BID/Business Association on 2011 Creepy Crawls. Very successful, though payment for GCHS part was slow in coming. Received in February 2012 in full.
City Historic Preservation Grant applied for and awarded to replace 2 windows in Thomas House.
Began work updating GCHS By-Laws.
Ed Lewendowski and employees at Hidee Mine helped clean up Couer d/Alene Mine building for tours.
Many thanks to the Hidee crew for their hard work and being our docents there!!

2012: (minutes available for review at Schoolhouse Museum)
Adopted budget including small pay raise for Director and 3 full year docents.
Yearly lease re-evaluated and signed with City for Washington Hall with minor changes (added clauses for trash pick up & heat).
Wash Hall docent salary supplement re-approved in City budget, though without a pay raise inclusion.
Gilpin War time exhibit added; law enforcement exhibit extended to old Jail/"safe" room in Wash Hall.
Worked with Opera Association to extend dates for touring Teller House & Opera House. Tours still move through Wash Hall.
Increased attendance for all tours so far in 2012.
City Historic Preservation Grant applied for and awarded to build/replace outside side stairs at Schoolhouse Museum. Work completed.
State Historic Preservation Grant applied for and awarded to repaint Thomas house, replace gutters, and investigate foundation. Work in progress.
BoT member Mike Keeler coordinated with BID to provide "gunfight" vignettes on Main Street Saturdays in summer. BoT members Ralph Barnhardt & Chuck Roberts became "gunslingers" along with Mike and 2 additional volunteers, Bill Cavanaugh & Gary Huffman. BID has requested again in 2013.
BoT member, Dave Thomas wrote and published book re: brewing in Gilpin County which was sold at GCHS booth on Main Street during BID Beer Fest. All proceeds of sales are being donated to GCHS.
Many thanks to Dave T for the donations and privilege to help!
Cooperative effort once again with Hidee Mine crew as docents at Couer d'Alene Mine
In Progress:
New heating system for Stroehle House; also wall repair in den
Property line adjustment requested re: Stroehle House
CC BID/Business Association Creepy Crawl.
Aspen Gold Tour
By-Laws update to be concluded in November, 2012.
Collaborative efforts for future opportunities with both Opera and Art Associations.
Cooperative advertising opportunities with casinos.

A Profit/Loss Statement September 2011-September 2012 is available for review at the Schoolhouse Museum or by request

Board of Trustee members re-elected by quorum of members present - 3 year term ending in 2015:
Ralph Barnhardt
Linda Jones
Barbara Thielemann
Dave Thomas
Deborah Wray

AGENDA ITEM #13

CITY COUNCIL COMMUNICATION FORM

FROM: **Shannon Flowers, Finance Director**

DATE: **December 13, 2012**

ITEM: **Resolution 12-21, A Resolution of the City Council of the City of Central Amending The City of Central Comprehensive Fee Schedule**

NEXT STEP: **Make a motion to approve Resolution 12-21, A Resolution of the city Council of the City of Central Amending the City of Central Comprehensive Fee Schedule**

_____ORDINANCE
__X__MOTION
_____INFORMATION

I. **REQUEST OR ISSUE:** Ordinance 12-18 removed the specific amounts of the charges and fees for avoidable and false alarms so that the same could be incorporated into the City's Comprehensive Fee Schedule. Resolution 12-21 incorporates these fees in the Schedule.

Further, as the City would like to encourage businesses or those with avoidable or false alarms to correct the problem rather than just continuing to pay the City's minimal fee, staff is asking that the fees and charges be increased.

II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion to approve Resolution 12-21.

III. **FISCAL IMPACTS:** With the increase in fees the City might realize a slight increase in revenues related to false alarms but it is hoped that the increase causes people to fix their alarm systems rather than pay the fees so any increase is expected to be small.

IV. **BACKGROUND INFORMATION:** Please see attached Fee Schedule for proposed fees. The current fees are as follows:

For Sec.6-29

- 1st 3-Free
- 4-10- $50 per occurrence
- 11-25- $100 per occurrence

For Sec. 6-33

$50 per occurrence

V. **LEGAL ISSUES:** No legal issues

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

VII. **SUMMARY AND ALTERNATIVES:**

1. Make a motion to adopt Resolution 12-21;
2. Make a motion to adopt Resolution 12-21 with amendments; or
3. Table this item

CITY OF CENTRAL, COLORADO
RESOLUTION NO. 12-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL AMENDING THE CITY OF CENTRAL COMPREHENSIVE FEE SCHEDULE

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

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

WHEREAS, the City Council adopted Ordinance No. 12-19, which amended and revised Chapter 6 of the Municipal Code concerning fees and charges related to false alarms; and

WHEREAS, the amendments contained in Ordinance No. 12-19 make it necessary to incorporate the fees and charges related to false alarms into the City's Comprehensive Fee Schedule attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the City Council would like to increase said fees in order to encourage businesses who have excessive false alarms to correct the problem;

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

Section 1. Comprehensive Fee Schedule. The City Council hereby amends and readopts the City of Central Comprehensive Fee Schedule, attached hereto and incorporated herein as **Exhibit A**, to add fees associated with fees and charges related to false alarms via Ordinance No. 12-19 and administrative fees as authorized under the Home Rule Charter and Article 15 of Title 31 of the Colorado Revised Statutes.

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

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption whereupon City staff is directed to take all steps necessary to implement said changes in the Comprehensive Fee Schedule.

ADOPTED THIS 18th DAY OF December, 2012.

CITY OF CENTRAL, COLORADO

By:_____
Ronald E. Engels, Mayor

ATTEST:

By:_____
Reba Bechtel, City Clerk

APPROVED TO FORM:

By:_____
Linda C. Michow, City Attorney

CITY OF CENTRAL
FEE SCHEDULE

Type	Notes/Sub-Categories	Municipal Code Reference	Fee
Access Permit (Parkway)	Consultant Reimbursement Agreement Required	Sec. 8-155	$300.00
Alarm Permit	Annual permit fee	Sec. 6-24	$25.00
Alarms, False, Excessive	First 2 avoidable in calendar year 3rd avoidable/false 4th avoidable/false 5th avoidable/false Each avoidable/false after 5th	Sec. 6-29 & Sec. 6-33	Free $100 $500 $1,000 $1,000 each
Alarm System Permit Reinstatement	Reinstatement Fee *All avoidable/false fee must be paid in full prior to issuance	Sec. 6-28	$500
Annexation Application	Consultant Reimbursement Agreement Required	Sec. 15-3	$500.00 + $10/Acre
Animal License	Spayed / Neutered Non- Spayed / Neutered	Sec. 7-123	$8.00 $16.00
Appeals	Building Code Historic Preservation Land Use Code Sign Code	Secs. 14-84;16-307-309; 18-123; Article VII, Chapter 16; Chapter 18	$50.00 + Consult Cost $100 + Consult Cost $50.00 + Legal Costs $50.00
Audited Financial Statements	Available on City Website	N/A	$10.00
Budget, Annual	Available on City Website	N/A	$10.00
Building Permits	Contact City to calculate		
Business License		Sec. 6-1	$25.00 New $25.00 Renewal
CD/Tape Duplication	Per CD/cassette	N/A	$25.00
Code Copies, Municipal (On Website for Free)	Municipal Land Use Sign Code Subdivision All Other Chapters	N/A	$100.00 $25.00 $25.00 $25.00 $25.00
Certification of Documents		N/A	$5.00
Common Consumption Areas	Application fee License fee Renewals/Inclusions/Exclusions	Sec. 6-206 Sec. 6-206 Sec. 6-206	$500.00 $150.00 $125.00
Contractors License	Builder's A Builder's B Builder's C Plumber's A Plumber's B Plumber's C Heating A Heating B Appliance Gas Filter Masonry	Sec. 6-113	$150.00 $100.00 $50.00 $100.00 $75.00 $50.00 $100.00 $75.00 $75.00 $50.00 $75.00

CITY OF CENTRAL
FEE SCHEDULE

Type	Notes/Sub-Categories	Municipal Code Reference	Fee
	Concrete Form Warm Air Heating & Ventilation House Mover Wrecking Excavating Special Contractor		$75.00 $75.00 $75.00 $50.00 $50.00 $50.00
Copies of Documents	Letter, Legal 8.5 x 11; 8.5x14 Ledger 8.5 x 17 18 x 24 24 x 36 Color Copies	N/A	.25¢ / pg $1.50 / pg $3.25 / pg $5.50 / pg Add $1.00
Copies of GIS (B&W or Color)	18 X 24 Plat (each page) 24 X 36 Plat (each page) 36 X 48 Plat (each page)	N/A	$ 7.50 $10.00 $12.50
Demolition/Relocation of Historic Structure		Sec. 18-117	$500.00
Land Use Code Schedule of Fees	Amendments to Code by public Certificate of Appropriateness PUD Final PUD Preliminary Re-Zoning Amendment Ridgeline Development OD Special Review Use Variance	Sec. 16-7	$100.00 $500.00 $500.00 $50.00 $500.00 $500.00 None $100.00
Medical Marijuana Businesses	New License Application Renewal License Transfer of Ownership	Sec. 6-307	$2,000 $1,200 $1,200
Model Traffic Code	Online @ www.dot.state.co.us	N/A	
Notary Services	Residents/ Local Businesses Non-residents/commercial	N/A	No Charge $5.00
Pawnbroker License	New License Application Annual Renewal Manager Registration Fee Ownership Change of Corporate Structure Change of Location	Sec. 6-177	$500.00 $3,000.00 $1,200.00 $185.00 $125.00
Promotional Association	Certification Recertification	Chapter 6, Article IX	$100.00 $50.00
Sales Tax License		Secs. 4-42; 4-43	$10.00 New $10.00 Renewal
Sign Permit Fee		Sec. 14-16	Based on valuation with $25.00 minimum
Special Projects (does not include records request fees)	Professional Employee Time Clerical Professional Time		$36.00 per hr $24.00 per hr
Special Event Permits (additional fees added for damaged property by cost of replacement or repair)	Events, Parades (more than 20 participants) per day Clean-up/Damage deposit Barricades each (+ street closure fee) Tables each (6 available) Chairs each (150 available) Tents each (6 available)	Sec. 11-154	$25.00 $100.00 $10.00 $10.00 $1.00 $50.00

CITY OF CENTRAL
FEE SCHEDULE

Type	Notes/Sub-Categories	Municipal Code Reference	Fee
Stage Rental	For up to 2 days Each additional day		$1,000.00 $250.00
Street Closure Permit	1st day Each additional day	Chapter 11	$25.00 $5.00
Street Cut Permit	Street Cut Permit (Public ROW) Excavation in asphalt or concrete Excavation in gravel Excavation in dirt	Sec. 11-73	$50.00 $25/sq yd $7/sq yd $1/sq yd
Subdivision Schedule of Fees	Minor Subdivision Re-Subdivision Lot Line Adjustment Re-Subdivision Lot Consolidation Major Subdivision (Pre & Final)	Sec. 17-6	$250.00 $150.00 $150.00 $1,000.00
Water Service On/Off Fee Owner initiated meter read Other Inspection Fees	(Each) With Building Permit-1st time Outside business hours-1 hr min Re-inspections-1 hr min Other inspections-1 hr min Delinquency Admin Fee-after 90 days Yard Hydrant unmetered usage--(Apr/Oct)	Sec. 13-13	$25.00 $25.00 No Fee $40.00 per hr $25.00 per hr $25.00 per hr $20.00 $75.00
Water Tap Fees / Plant Investment Fees (See Ordinance 04-06 for more details)	3/4" Tap 1" Tap 1 1/2" Tap 2" Tap 3" Tap 4" Tap 6" Tap Per Hotel Room Per Device	Ord. 04-06; Sec. 13-28	$10,705.00 $21,410.00 $42,820.00 $85,640.00 $171,280.00 $342,560.00 $551,178.00 $4,612.08 $553.45
Water Rates Usage Rate	Regular Includes 3,000 gal Senior Includes 3,000 gal Commercial Includes 10,000 gal Over 10,000 gal Residential 3,001-5,000 5,001-7,000 Over 7,000 Commercial 10,000-15,000 15,001-20,000 20,001-30,000 30,001-50,000 Over 50,000 Outside City Limits		$60.00 $48.00 $60.00 $95.00 $4.84 p/thousand gal $5.81 p/thousand gal $6.97 p/thousand gal $7.26 p/thousand gal $10.89 p/thousand gal $13.61 p/thousand gal $14.97 p/thousand gal $16.47 p/thousand gal $64.00 p/thousand gal

AGENDA ITEM # 14

CITY COUNCIL COMMUNICATION FORM

FROM: **Greg Thompson, CDD**
DATE: **December 18, 2012**
ITEM: **Resolution 12-22 - Building Plans Review and Inspection Services, as well as Elevator Inspection Services**

_____ORDINANCE
___X___MOTION / RESOLUTION
_____INFORMATION

I. REQUEST OR ISSUE:

The current one-year contract with Colorado Code Consulting expires at the end of the year.

A Professional Service Agreement for Colorado Code Consulting to serve in the same capacity in 2013 is attached.

II. RECOMMENDED ACTION / NEXT STEP:

Review and approve the Resolution and Professional Services Agreement.

III. FISCAL IMPACTS:

Fees would be paid on a percentage of the permit fee or an hourly basis – see Exhibit C. This is the same fee schedule as last year.

IV. BACKGROUND INFORMATION:

Colorado Code Consulting has served as the Building Plans Review and Inspection consultant since 2003. This past year, they also served as the Elevator Inspection consultant.

V. LEGAL ISSUES:

None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.

VII. SUMMARY AND ALTERNATIVES:

Council may approve the Resolution or table the item for further discussion and consideration.

CITY OF CENTRAL, COLORADO
RESOLUTION NO. 12-22

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

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

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

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

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

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

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

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

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

ADOPTED THIS 18th DAY OF December, 2012.

CITY OF CENTRAL, COLORADO

By:_____
Ronald E. Engels, Mayor

ATTEST:

By:_____
Reba Bechtel, City Clerk

APPROVED TO FORM:

By:_____
Linda C. Michow, City Attorney

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
COLORADO CODE CONSULTING, LLC

AGREEMENT FOR PROFESSIONAL SERVICES FOR CITY OF CENTRAL, COLORADO

Parties:

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

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

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

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

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

Term: The Term of this Agreement shall commence upon City approval, as indicated below and provided that the Contractor has executed the Agreement and shall terminate on or before December 31, 2013, unless otherwise extended by mutual written agreement of the Parties.

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

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

Colorado Code Consulting, LLC.

By:_____
Stephen Thomas,
Title: President

Date:_____

City of Central

By:_____
Alan Lanning
Title: City Manager

ATTEST:_____
Reba Bechtel, City Clerk

Date:_____

EXHIBIT A
GENERAL CONDITIONS

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

SECTION 1: CONSULTANT'S RESPONSIBILITIES

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

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

1.3 Unless otherwise agreed to in writing between the parties, Consultant's duties do not include supervising the Client's contractors or commenting on, overseeing, or providing the means and methods of their work, including job safety. Consultant will not be responsible for the failure of the Client's contractors to perform in accordance with their undertakings, and the providing of services by Consultant shall not relieve others of their responsibility to the Client or to others.

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

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

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

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

SECTION 2: CITY'S RESPONSIBILITIES

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

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

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

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

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

SECTION 3: DOCUMENTS AND REPORTS

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

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

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

SECTION 4: COMPENSATION

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

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

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

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

4.5 Where permitted by law, the prevailing

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

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

SECTION 5: RISK, DISPUTES AND DAMAGES

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

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

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

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

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

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

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

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

SECTION 6: MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

EXHIBIT B
SCOPE OF SERVICES

A. Building Plan Review Services.

1) Coordinate and conduct the review of the construction documents for the new and existing projects in the City of Central within time frames established by the City. The plan reviews will be conducted using the construction codes adopted by and in effect in the City. All aspects of the project will be reviewed for conformance with the building, mechanical, plumbing, energy, fuel gas, fire, elevator and escalator safety, and electrical codes as adopted by and in effect in the City. The structural portion of the documents will be evaluated for conformance with acceptable design standards.

2) Develop a plan review report outlining the necessary changes to bring the construction documents into compliance with the applicable codes. When construction documents have been found to comply with the codes, the permit application will be processed so a building permit can be issued.

3) Meet with the designer/contractor before, during and after the plan review to clarify and assist in bringing the plans into compliance with the applicable codes, if necessary.

4) Conduct review of deferred submittals such as fire sprinkler, fire alarm drawings, through penetration fire stopping, etc.

5) Timely review plan revisions during the construction of the project for compliance with the applicable codes.

6) Review alternate design and material submittals and administrative modifications requests.

B. Building Inspection Services.

1) Develop an outline of operation and coordination with the city to achieve the most effective and responsible approach to providing building inspections for new projects. Conduct inspection in accordance with the construction codes adopted by and in effect in the City of Central.

2) Receive and schedule inspection requests from contractors. A voice mail system of inspection requests may be used for receiving such requests.

3) Conduct inspections required by the adopted construction codes adopted by the city. Other inspections normally conducted by the building department will also be conducted.

4) Conduct Grant Evaluation Inspections for the Historical Society as required by the City.

5) Produce a written inspection report for each inspection conducted at the site. A copy of the inspection report will be given to the contractor and to the city manager on a weekly basis. The report will show the result of the inspection and a list of any discrepancies found during the inspection.

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

C. Elevator plan review and inspection services.

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

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

1. *Elevator Equipment Room:*

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

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

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

2. *Elevator Car:*

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

3. *Elevator Hoistway:*

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

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

4. *Elevator Pit:*

   Check stop switch, access, sump cover, car buffers, lighting, service receptacles, car guides and housekeeping.
   Traction elevator – safety plank, counterweight buffers, governor sheave and tail-weight.

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

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

INCLUDED PRIMARY SERVICES

1. Confirm execution of annual safety test, performed by a qualified contractor, including "no load", "full load" and "pressure relief" tests.

2. General safety inspection of existing elevators/lifts twice per year. Internal and external safety inspection of existing escalators once per year. Inspections shall be in compliance with the Colorado Elevator and Escalator Certification Act, Title 9, Article 5.5, Colorado Revised Statutes.

3. Notify the owner, contractor if applicable and the City/County of any deficiencies of equipment found during inspection and re-inspection until all deficiencies are corrected.

4. Terminate elevator/escalator operation immediately upon discovery of life safety hazards and provide re-inspection until the conveyance can safely be returned to service.

5. Issue Stop Work Order to the contractor, with a copy to the City, for work being performed on an elevator/escalator without a valid permit issued by the City/County.

6. Provide timely inspection results to City/County representative to facilitate issuance of annual Certificate of Inspection.

7. Perform plan review for new residential and commercial conveyances and perform inspection of new installations until conveyance is deemed ready for service.

8. Schedule 5 year witnessed safety test with the maintenance contractor and owner to allow owner's staff to observe the testing process.

9. Provide a timely response to requests for inspection and plan review services and complete the required inspection process on a schedule agreed upon by all Parties.

10. Inspector credentials must be maintained "up to date" with confirmation provided to the City/County as credentials are renewed annually.

EXHIBIT C - FEE SCHEDULE

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

Service	Fee
Plan Review Fee	80% of the Plan Review collected by the City
Inspections Fee	90% of the Permit Fee collected by the City
Reinspection Fee	$100.00 per inspection
Grant Evaluation Inspections	$50.00 per inspection
After Business Hours Inspections	$150.00
Administrative, Consulting and Additional Services	$125.00

Commercial Projects with a Valuation of $1,000,000

Service	Hourly Rate
Plans Analyst	$125.00
Structural Plan Review	Actual Cost + 10%
Senior Building Inspector	$125.00
Combination Inspector	$110.00
Electrical Inspector	$110.00
After Business Hours Inspections	$150.00
Administrative, Consulting and Additional Services	$125.00
Clerical	$55.00

Inspection Services

Inspection Services Inspection Type	Jurisdiction Cost	Frequency
Elevator Annual Certification Inspection (Hydraulic or Traction) Follow-up inspection as required	$180	Twice per year
Escalator Certification Inspection (Internal & External Including witnessed Step Skirt Index (8 Hr. allowance*)	$1,000	Once per year
Commercial Elevator Acceptance (new installation or major modernization) including Plan Review and 2 progress inspections	$750	Per unit
Residential Elevator Acceptance including Plan Review and 1 progress inspection	$500	Per unit
Special inspections not otherwise covered, e.g. construction use, temporary use, minor modernization and safety test witnessing	$100	Per hour
5 Year Hydraulic Witnessed Test (1.5 Hr. allowance*)	$180	Per unit
5 Year Traction Witnessed Test (4 Hr. allowance*)	$450	Per unit
*billable @ $100/hr after allotted time		

AGENDA ITEM # 15

CITY COUNCIL COMMUNICATION FORM

FROM: **Greg Thompson, CDD**
DATE: **December 18, 2012**
ITEM: **Resolution 12-23 - Residential Trash Collection and Recycling Service**

_____ORDINANCE
___X___MOTION / RESOLUTION
_____INFORMATION

I. REQUEST OR ISSUE:

The current one-year contract with One Way Inc. to provide residential trash collection and recycling service expires at the end of the year.

A Professional Service Agreement for One Way Inc. to serve in the same capacity in 2013 is attached.

II. RECOMMENDED ACTION / NEXT STEP:

Review and approve the Resolution and Professional Services Agreement.

III. FISCAL IMPACTS:

The contract amount shall not exceed $50,000 for the year. The budgeted amount is $50,000. This is the same fee schedule as last year.

Fees include: (see Exhibit A)

a. $18.35 per month per home up to 75 homes.
b. $17.35 per month per home exceeding 75.
c. $2.00 per month for recycling

IV. BACKGROUND INFORMATION:

One Way, Inc. has provided this service for at least the last two years. Staff has been pleased with the service One Way, Inc. has provided.

V. LEGAL ISSUES:

None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.

VII. SUMMARY AND ALTERNATIVES:

Council may approve the Resolution or table the item for further discussion and consideration.

CITY OF CENTRAL, COLORADO
RESOLUTION NO. 12-23

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

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

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

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

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

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

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

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

ADOPTED THIS 18th DAY OF DECEMBER, 2012.

CITY OF CENTRAL, COLORADO

By:_____
Ronald E. Engels, Mayor

ATTEST:

By:_____
Reba Bechtel, City Clerk

APPROVED TO FORM:

By:_____
Linda C. Michow, City Attorney

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
ONE WAY, INC.

AGREEMENT FOR PROFESSIONAL SERVICES FOR CITY OF CENTRAL, COLORADO

Parties:

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

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

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

Scope of Services: As outlined by One Way Inc., the Contractor will perform weekly residential trash services as set forth in **Exhibit B**, attached hereto and made a part of this Agreement.

Compensation: Compensation is based on the schedule outlined on **Exhibit B**. The Project total is a not to exceed amount of Fifty Thousand Dollars ($50,000) and includes labor and equipment. Any revisions/amendments to this Agreement shall be subject to the written approval by both parties.

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

One Way Inc.

By:_____
Philip Mahoney, President

Date:_____

City of Central, Colorado

By:_____
Ronald E. Engels, Mayor

ATTEST:_____
Reba Bechtel, City Clerk

Date:_____

EXHIBIT A
GENERAL CONDITIONS

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

SECTION 1: CONTRACTOR'S RESPONSIBILITIES

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

1.2 Contractor and its representatives will perform all services as an independent contractor, and shall not be deemed, by virtue of this Agreement, to have entered into any partnership, joint venture or other relationship with the City. The Contractor is obligated to secure and shall provide proof of insurance coverage to the City or its representatives, including but not limited to liability coverage. The City shall designate one or more persons as its representative who shall have complete authority to transmit instructions, receive information, and to carry out Contractor's work with respect to the services.

1.3 Unless otherwise agreed to in writing between the parties, Contractor's duties do not include supervising the City's laborer or commenting on, overseeing, or providing the means and methods of their work, including job site safety. The Contractor will not be responsible for the failure of the City's laborers to perform in accordance with their undertakings, and the providing of services by the Contractor shall not relieve others of their responsibility to the City or to others.

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

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

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

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

SECTION 2: CITY'S RESPONSIBILITIES

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

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

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

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

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

SECTION 3: DOCUMENTS AND REPORTS

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

request and the City may retain and use such copies in connection with Contractor's maintenance, repair, and operation of a project or in the performance of any other necessary or desired activity, function, or action related to any project. The City shall not be held liable for reuse by Contractor of such Work Product for any other project or purpose other than those intended under the project for which the Work Product was prepared.

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

SECTION 4: COMPENSATION

4.1 The Contractor's compensation is a not to exceed amount. The Contractor shall perform services within the not to exceed amount and shall promptly notify City in writing when it becomes known to the Contractor that an estimate or statement of costs will be exceeded. Such notice shall include an explanation of the reasons that the estimate of statement of costs may be exceeded. Contractor expressly understands and agrees that the City shall not be obligated to and shall not pay any amount which is in excess of an estimate or statement of cost unless such payment in excess of the estimate or statement of cost is approved in writing executed by the City and the Contractor's authorized representative.

4.2 Reserved.

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

4.4 Any invoiced amounts which are not contested by City and which are outstanding and owing after sixty (60) days will bear interest at the rate of one percent (1%) per month (12% per annum) from the sixty-first (61st) day following the date of the invoice, until paid. Payment shall be deemed made upon hand delivery to any employee of Contractor or upon deposit of such payment in the U.S. Mail, first class postage pre-paid, addressed to the Contractor at the address identified in the body of this Agreement.

4.5 Where permitted by law, the prevailing party shall be entitled to recover reasonable

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

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

SECTION 5: RISK, DISPUTES AND DAMAGES

5.1 The parties agree that all disputes between them will be submitted to a mutually agreeable neutral mediator, as a condition precedent to litigation or other remedies provided by law. The fee and costs of the mediator shall be apportioned equally between the parties. Failure to retain a mutually agreeable neutral mediator within sixty (60) days of notice of a dispute shall void any requirement to seek mediation imposed by this section **5.1**. The findings, results, or recommendation of any mediator shall not be binding on the parties.

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

5.3 *Reserved.*

5.4 Contractor will maintain general liability, automobile liability, workers compensation and professional liability insurance policies as follows:

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

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

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

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

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

SECTION 6: MISCELLANEOUS PROVISIONS

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

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

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

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

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

6.6 This Agreement may be terminated in writing without cause or reason by either party upon ten (10) days written notice. City shall pay the Contractor all fees and reimbursable expenses incurred up to the date of termination unless such fees or expenses are subject to dispute or contest as provided by sections **4.3 and 4.4**. City may instruct the Contractor to cease any or all work pending the expiration of the ten (10) day period of termination.

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

EXHIBIT B
SCOPE OF SERVICES

One Way, Inc. will provide service to the residents of Central City for the 2012 calendar year according to the following terms and conditions:

1. Contract amount shall not exceed $50,000.00.

2. One Way will conduct weekly collection of 32-gallons of household trash generated by the residents of each home in the City for one (1) year at the monthly rate of:

    a. $18.35 per month per home up to 75 homes.
    b. A volume discount will apply at a rate of $17.35 per month per home exceeding 75.

3. One Way will conduct weekly collection of 32-gallons of household recycling generated by the residents of each home in the City for one (1) year at the rate of $2.00 per month per home.

4. Collection will be curbside near the homeowner's house.

5. The homeowner will provide the containers.

6. One-way Disposal will chain up in the event of snow.

7. No car batteries, paints, chemicals, tires, or other items restricted by the landfill.

8. No refrigerators, freezers, or air conditioners due to Freon in them.

9. No bulky items such as appliances and furniture.

10. No construction or demolition debris.

11. Arrangements can be made for "special pick-ups" of certain bulky items on an individual basis at an additional cost to the resident.

12. Accounts can be put on hold due to vacancies when notified two (2) weeks in advance by the City.

AGENDA ITEM # 16

CITY COUNCIL COMMUNICATION FORM

FROM: **Shannon Flowers, Finance Director**

DATE: **December 13, 2012**

ITEM: **Gilpin County School Donation for Spelling Bee**

NEXT STEP: **Determine whether or not Council would like to make a donation toward prizes to be awarded at the Gilpin County Middle School Spelling Bee**

____ORDINANCE
__X__MOTION
_____INFORMATION

I. **REQUEST OR ISSUE:** Alexis Donaldson, Principal of the Gilpin County Secondary School, sent the City a letter (attached) asking if the City Council would be interested in making a donation toward the cash prizes given at the Middle School Spelling Bee. The spelling bee will be held on February 7, 2013 and the winning students will all be receiving small cash prizes. The overall winner of the spelling bee will be going to the statewide competition and will receive a stipend to defray the costs of attendance.

The letter also asks for volunteers to serve as judges for the spelling bee. If any Council member would like to do so staff can contact the school to let them know.

Council made a donation of $100 to the Spelling Bee in 2012.

II. **RECOMMENDED ACTION / NEXT STEP:** Determine whether or not Council wishes to donate money toward cash prizes for the Gilpin County Middle School Spelling Bee and provide a volunteer judge.

III. **FISCAL IMPACTS:** Funding for this request would come out of the City's 2013 Budget as the event takes place in February of 2013. Council has $5,000 budgeted in its Council Discretionary line item (01-413-5990) and the donation could be allocated from this line item.

IV. **BACKGROUND INFORMATION:** Please see the attached letter of request from Alexis Donaldson, Principal of Gilpin County secondary School.

V. **LEGAL ISSUES:**

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

VII. **SUMMARY AND ALTERNATIVES:**

1. Make a motion to donate money towards cash prizes for the Gilpin County Middle School Spelling Bee. Determine whether or not Council would like to provide a volunteer judge.
2. Make a motion to deny the request but provide a volunteer judge.
3. Deny the request.

GILPIN COUNTY SCHOOL

"Home of the Eagles"

Morris Ververs, Superintendent
Alexis Donaldson, Secondary Principal

November 8th, 2012

City of Central
PO Box 249
Central City, CO 80427

To Whom It May Concern:

The Sixteenth annual Gilpin County Middle School Spelling Bee will be held February 7th, 2013 in the secondary school auditorium. I am writing this letter to request a donation toward the prizes to be awarded for this successful event.

As a reward for doing well, each student will receive a small cash prize, with the top three winners receiving more substantial awards. All students receive a certificate of appreciation and a ribbon. The student who represents Gilpin County School District at the state contest will additionally receive a stipend to help defray the cost of attending the statewide competition. Mrs. Goodlett and Ms. Murray are this year's contest coordinators.

In addition to cash contributions, I am also seeking volunteers to serve as judges. Three judges are needed. If anyone in your organization would be interested in serving in any of these positions, please call Ms. Murray at (303) 582-3444, extension 3123.

Thank you in advance for any consideration in which you can afford us.

Sincerely,

Alexis Donaldson, Principal
Gilpin County Secondary School

10595 Highway 119 Black Hawk, CO 80422 (303)582-3444 ext. 3104

AGENDA ITEM # 17

CITY COUNCIL COMMUNICATION FORM

FROM: **Kent Kisselman, Operations Director**
Shawn Griffith, Utilities Systems Superintendent

DATE: **December 13, 2012**

ITEM: **Master Water Plan**

NEXT STEP: **Make a motion to accept the Master Water Plan prepared by Black & Veatch.**

____ORDINANCE
__X__MOTION
____INFORMATION

I. **REQUEST OR ISSUE:** Presentation of the Master Water Plan

II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion to accept the Master Water Plan as prepared by Black & Veatch

III. **FISCAL IMPACTS:** None.

IV. **BACKGROUND INFORMATION:** Please see the attached Plan

V. **LEGAL ISSUES:**

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

VII. **SUMMARY AND ALTERNATIVES:**
1. Make a motion to accept the Master Water Plan
2. Do not accept

FINANCE DEPARTMENT WEEKLY REPORT

DATE: December 13, 2012

TO: Alan Lanning, City Manager
Mayor & Council

FROM: Shannon Flowers, Finance Director/Treasurer

Following is an update of the Finance Department's activities from Friday, November 30th through Thursday, December 13, 2012.

- Prepared and certified mill levy with Gilpin County and filed 2013 Adopted Budget with Department of Local Affairs
- Worked with Finance Clerk to enter all residential meter information into water billing system
- Updated projected revenue information relative to possible development projects
- Worked with City Clerk and Police Department on Santa Cop coordination
- Talked with City auditor (Cutler & Assoc.) to obtain Engagement Letter for 2012 Audit and being scheduling field work for 1st quarter
- Began preparing annual reviews for employees
- Entered all new employees into social security verification system
- Issued Holiday Bonus checks for employees
- Began to reconcile reimbursable accounts for year end
- Ordered all required tax forms for year end
- Prepared check listing for Council
- Processed Bi-weekly payroll and all associated tax and retirement filings
- Finance Clerk Processed Accounts Payable
- Finance Clerk processed Accounts Receivable and prepared weekly deposits
- Finance Clerk administered Court

City Clerk's Office

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

From: Reba Bechtel, City Clerk

Date: December 18, 2012

Re: Bi-weekly Report

- Council minutes from December 4 completed
- Packet prep for the December 18 Council meeting
- Packet prep/meeting/minutes for December 12 HPC
- Met with Investigator from Medical Marijuana Enforcement Division regarding all existing centers licensing status
- Attended lunch hosted by the Gilpin County Clerk at the County to thank our Election Judges
- Assisted in Santa Cop program

Central City - Streets

Description of Task	Date	% of Completion	Location	Comments
CDA Mine - poles, steel, wood, cleanup	3/6/2012	100%	Academy Street	
Retaining Wall - missing rocks	1/1/2013		Casey Street	Along Gregory (large scale project) (CIP 2013)
Guardrail - Church St	11/1/2012	100%	Church St	fix guardrail
Weedwacking	6/13/2011	100%	City	Spring and Fall
City - Storm Drains	7/12/2011	100%	City	Flush all storm drains (Annually)
Signage	1/27/2012	100%	City	leaning poles, paint, direction
City	1/27/2012	Seasonal	City	banners, xmas decorations (Spring, Fall, Winter)
City	1/31/2012	25%	City	finish painting hydrants
City Dump - burning	3/1/2012	100%	City	Burned on 10-10-12 and 10-24-12
Bollards - replace and paint	3/12/2012	50%	City	replace old bollards and provide where none exist
Street Sweeping - plan (map)	3/22/2012		City	
Storm Drains - Clean out rocks	7/12/2012	100%	City	Annually
targets police department	9/11/2012	100%	City	Chief
city xmas decorations	9/20/2012	100%	City	rehab old stuff
seal stamped sidewalks	10/18/2012	100%	City	re-seal stamped sidewalks for winter
Asphalt Patches		100%	City	saw cuts made (Spring and Fall)
microphone council chambers	10/17/2012	100%	City Hall	microphone fix
Storm grates on County	10/3/2012	100%	County Street	fix grates
E 1st High - Masonic Stairs	3/26/2012	100%	E 1st High	stain steps
E 1st High - Drainage Ditch	3/26/2012		E 1st High	Museum and Church channel repair
stairs repair	8/28/2012	100%	E 1st High	Sharon Tate called in
Carriage House - retaining wall	8/3/2012	100%	E 4th High	fix retaining wall - concrete
Class 6 on parking area E 4th High	9/13/2012	100%	E 4th High	parking area
Creek south side Eureka - clean out	4/30/2012	As Needed	Eureka Street	trash and debris
retaining wall - patch	10/1/2012	100%	Eureka Street	retaining wall 208 Eureka
Eureka - sidewalk	1/1/2013		Eureka Street	CIP 2013
Sidewalk - Eureka 311 to 331	1/1/2013		Eureka Street	CIP 2013
Sidewalk - Eureka 311 to 219	1/1/2013		Eureka Street	CIP 2013
Sidewalk - Eureka 219 to 215	1/1/2013		Eureka Street	CIP 2013
Sidewalk - Thomas House red portion	1/1/2013		Eureka Street	CIP 2013
Sidewalk - Thomas House 207 to County Bldg.	1/1/2013		Eureka Street	CIP 2013
Gregory Street - trench drain, yellow house	6/7/2011	100%	Gregory Street	
Gregory Street - Wood Bridge	3/5/2012	20%	Gregory Street	remove bridge safety hazard (planner)
Speed sign on Gregory	4/12/2012	20%	Gregory Street	remove speed sign (Police Department)
Post Office - sidewalk	5/10/2012	100%	Gregory Street	repaired with cold patch oct. 12
Gregory Street - crosswalk	5/10/2012		Gregory Street	D Street
Hooper Street - driveway	5/10/2012	100%	Hooper Street	extend driveway for PW access
Hooper Street - ditch work	5/10/2012		Hooper Street	ditch work and grading
Sidewalk - D St to 212 Lawrence	3/22/2012	100%	Lawrence	condition poor
Sidewalk - Lawrence 212 to end of curb	3/22/2012	100%	Lawrence	sunk, condition poor
Sidewalk - State Gaming	3/22/2012	100%	Lawrence	flagstone, condition poor
Sidewalk Johnny Z's casino 121 Lawrence	9/20/2012	100%	Lawrence	replace sidewalk
Clean Lights Main Street	3/6/2012	As Needed	Main Street	
Main Street - drainage at Annies	8/10/2012	100%	Main Street	stormwater
Streetlights - Main Street	8/16/2012	100%	Main Street	fuses
move bench and signs	10/17/2012	100%	Main Street	move bench from big t to lucky strike on main street
Big T Lot - erosion back of lot	5/10/2012	90%	Nevada Street	remove sediment, place straw waddles
Xmas tree - placement and support	5/10/2012	100%	Nevada Street	place hole for xmas tree
Xmas tree - electrical conduit	5/10/2012	100%	Nevada Street	run electrical for tree
Slope Failure	8/16/2012	100%	Nevada Street	2nd monitoring complete - not moving
Block Lot B - Nevada Street	8/23/2012	100%	Nevada Street	People traveling through lot b - jersey barrier access
Guardrail - Parkway	9/30/2011	As Needed	Parkway	88" 3 rib to 2 rib
Parkway	1/31/2012	100%	Parkway	guardrail

Central City - Facilities

Description of Task	Date	% of Completion	Location	Comments
gate east side property	10/1/2012		Boodle Mill	
Cemetery - clean up	10/1/2012	100%	Cemetery	cut out old trees and clean
All Facilities City owned assessment	8/16/2012		City	
City Dump - grading	6/7/2011	50%	City Dump	moving material and hauling up metal
City Hall - sweep outside	4/12/2011	As Needed	City Hall	
City Hall - trash and Recyclables	4/12/2011	Weekly	City Hall	
City Hall - records room (move to 2nd floor)	4/12/2011	90%	City Hall	coordinate with Reba
Remove rail at City Hall for painting	9/13/2011	100%	City Hall	
City Hall - City Hall Sign	1/27/2012	100%	City Hall	Eric Painting
City Hall - paint	1/27/2012	100%	City Hall	Eric Painting
Elevator City Hall - panel	9/11/2012	100%	City Hall	check panel fuses
stian mural	9/15/2012	100%	City Hall	
Solar lighting for mural	9/15/2012		City Hall	can lighting be converted to solar
3rd floor	10/4/2012	25%	City Hall	3rd floor clean and paint
Additional lighting near elevator	11/19/2012		City Hall	dark in the corner
City Hall - elevator room	12/5/2012		City Hall	list of items in elevator room
City Park - fence	3/22/2012	100%	City Park	fence around train car
City Park - grading - rock	4/12/2012	Annually	City Park	
City Park - road base	4/12/2012	Annually	City Park	
4 wheeler trails	9/28/2012	100%	City Park	place barricades and signage
class 6 for Park	10/1/2012	100%	City Park	grading at park
Cozens House - assesment	10/16/2012		Cozens House	paint - electrical - assess
Cozens House - stairs	10/19/2012	100%	Cozens House	fix adjacent stairway
Johnson Reservoir - next to PW	5/2/2011	10%	Johnson Reservoir	Remove
Lyons Park - bushes and cut dead trees	7/11/2011	Annually	Lyons Park	
Lyons Park	10/22/2012	100%	Lyons Park	dead trees Lyons park
Museum on 1st High	6/3/2012	100%	Museum	install rope for flag using boom lift
Paint dump truck bed	11/1/2012	100%	PWD	sand blast and paint truck bed
Visitors Center - Backyard	7/30/2012	100%	Visitors Center	clean up backyard
Visitors Center - drainage	7/30/2012	100%	Visitors Center	drainage system
Visitors Center sign	10/30/2012	100%	Visitors Center	sign replace bolt
Washington Hall - elevator	5/4/2011	Annually	Washington Hall	phone, dewater, door closure, lock
Washington Hall - locks	3/1/2012		Washington Hall	new locks
Washington Hall - gutter	4/19/2012		Washington Hall	fix gutter
Washington Hall - heat	8/1/2012	100%	Washington Hall	heat for the building
Washington Hall - Harvs list	8/3/2012		Washington Hall	electrical
Wahington Hall - move filing cabinets	11/26/2012	100%	Washington Hall	
Washington Hall - ennovate list	12/5/2012	20%	Washington Hall	fix leftover ennovate installation items
Washington Hall - door	12/11/2012		Washington Hall	add door to mechanical room
gate water treatment plant - ponds	10/1/2012		Water Treatment Plant	new gate

Memo

To: Mayor, City Council, and City Manager

From: Greg Thompson, Community Development Director

Subject: Community Development Department Summary

Date: December 20, 2012

The Community Development Department/Historic Preservation Office took the following actions and participated in the following events since the last summary was created:

1. Met with a variety of citizens and discussed their property plans.
2. Responded to complaints received.
3. Administered the building permit function for the City.
4. Facilitated the new parking garage survey crew to get into buildings so they could shoot the finished floor elevations of Scarlet, Johnny Z's and Easy Street.
5. Met with the Gilpin County Arts Association and the Finance Director to discuss their plans for the upcoming year and how the City can help them achieve their goals.
6. Secured some signatures on Temporary Access Permits for the new parking garage.
7. Facilitated the installation of heat in the museum side of Washington Hall.
8. Created an annexation packet for future annexors detailing what they need to provide to annex.
9. Worked with elevator repair company to install City Hall elevator improvements.
10. Worked with Ennovate to install new electric heaters in Council chambers and Reba's office.
11. Had two public hearings at the HPC meeting, one for a new shed, and the other for gutters on a church.
12. Attended a rail open house which discussed different available technologies for the I-70 corridor.
13. Met with a historic preservation student interested in doing research for her thesis on the gaming impacts in Central City and Black Hawk.

MEMORANDUM

DATE: 13 December 2012

TO: Alan Lanning / City Manager

FROM: Gary Allen / Fire Chief

RE: **Activity Report**

The Fire Department has responded to 336 incidents as of 13 December 2012, with 47 incidents being out of city, and of those 33 incidents was for Mutual Aid to other agencies. Following are the activities the department responded to and conducted for this reporting period.

Thursday 15 Nov., 2012 - 18:02 PM / Medical - 562 Gregory St

Thursday 15 Nov., 2012 - 21:06 PM / Medical - 321 Gregory St

Friday 16 Nov., 2012 - 15:52 PM / Medical - 132 Lawrence St

Friday 16 Nov., 2012 - 19:37 PM / MVA - MM 7 CCP

Sunday 18 Nov., 2012 - 02:17 AM / Fire Alarm - 321 Gregory St.

Sunday 18 Nov., 2012 - 19:09 PM / Medical - Eureka & Upper Apex Rd.

Monday 19 Nov., 2012 - 17:43 PM / MVA (rollover) - 900 Blk of Eureka

Monday 19 Nov., 2012 - 20:50 PM / Medical - 321 Gregory St.

Tuesday 20 Nov., 2012 - 16:36 PM / Medical - 132 Lawrence St.

Wednesday 21 Nov., 2012 - 09:46 AM / Fire Alarm - 321 Gregory St.

Wednesday 21 Nov. 2012 - 12:02 AM / Fire Alarm - 321 Gregory St.

Wednesday 21 Nov., 2012 - 19:35 PM / Fire Alarm - 321 Gregory St.

*Friday 23 Nov., 2012 - 13:39 PM / Wildland Fire / Mutual Aid CCFA 1290 Mill Creek Road, Dumont. Approximately 4 acres returned to quarters by 19:00 PM.

Saturday 24 Nov., 2012 - 19:18 PM / Medical - 321 Gregory St.

*Sunday 25 Nov., 2012 - 15:19 PM / Medical - Apex Rd & Elk Park Rd.

Monday 26 Nov., 2012 - 02:18 AM / Fire Alarm - 111 Lawrence St.

Monday 26 Nov., 2012 - 15:34 PM / Medical - 321 Gregory St.

Monday 26 Nov., 2012 - 21:51 PM / Medical - 107 Main St.

Monday 26 Nov., 2012 - 22:44 PM / Medical - Gold Mountain Village

*Tuesday 27 Nov., 2012 - 15:00 PM / Water Rescue – Mutual Aid to Timberline Fire at Snowline Lake.

Wednesday 28 Nov., 2012 - 16:07 PM / Medical - MM 7 CCP

Friday 30 Nov., 2012 - 09:54 AM / Medical

Friday 30 Nov., 2012 - 19:18 PM / Fire Alarm - 107 Main St.

Friday 30 Nov., 2012 - 19:54 PM / Mutual Aid stand-by for BHFD

Friday 30 Nov., 2012 - 22:24 PM / Fire Alarm - 321 Gregory St.

Saturday 1 Dec., 2012 - 11:30 AM / Medical - 102 Main St.

Saturday 1 Dec., 2012 - 16:19 PM / Medical - Gold Mountain Village

*Sunday 2 Dec., 2012 - 12:07 PM / Wildland Fire – Fern Lake Fire, Estes Park

Monday 3 Dec., 2012 - 01:08 AM / Medical - Prospector Run

Tuesday 4 Dec., 2012 - 23:55 PM / Medical - Gold Mountain Village

Saturday 8 Dec., 2012 - 17:38 PM / MVA (4 car) - Bridge St. & Main St.

Sunday 9 Dec., 2012 - 05:26 AM / Fire Alarm - 321 Gregory St.

Tuesday 11 Dec., 2012 - 09:46 AM / Fire Alarm - 141 Nevada St.

Tuesday 11 Dec., 2012 - 21:22 PM / Water line break - 310 E. First High St.

TRAINING

I attended a Leadership Luncheon in Denver on mentoring on Thursday 15 November. The majority of attendees were from metro agencies however, Chief Don Taylor from Black Hawk and Chief Chris Jennings from Timberline were also there.

We conducted regular department training on our CPR renewal for 2013 and our new recruit continued in attending a First Responder medical training held in

Clear Creek with CCFA. We also attended our monthly joint Medical training with Timberline Fire and St. Anthony's hospital on air way issues with children.
I attended the Fire Chiefs Conference in Keystone the week of 26 November through 30 November and finished up my Company Officer Leadership certification. On Saturday 1 December we also conducted regular department training on ropes and knots, using the national JPR's.
We also conducted monthly truck and station maintenance at station 2.
Captain Phil Headrick and Myself went to Golden Gate Canyon and picked up a car that was donated to us for training purposes and we hauled it to our Station 2 on my flat bed trailer.

MEETINGS
I attended City Council meetings, the State Chiefs meeting, the Combination section meeting and Volunteer section meeting all in Keystone during the conference. I attended a Metro Chiefs meeting in Lakewood.

APPARATUS
I took Engine 12 down to Front Range Fire Apparatus to repair a water leak in the pump on Monday 19 Nov.
Brush 1 blew a head gasket going to a call and was taken to Med-Ved Chevrolet for repair. They found that both head gaskets blew out and the truck is still down there.
The alternator went out on my Command truck and was replaced and is back in service after 2 days.

GENERAL
After returning to Station 1 from a call on Saturday 1 December we conducted a station tour for some visitors from Kansas.
On Sunday 2 December, Fort Collins dispatch called and requested Type 1, 2 or 3 Engines for assistance in Estes Park on the Fern Lake Fire for a 2 to 3 day deployment. We sent our P-11 with 3 people for a structure protection group deployment and Pumper 11 and crew returned on Friday 7 December.
I assisted Black Hawk Police Department in some forcible entry work at 171 Lawrence Street so they could execute a search warrant.