5:30pm Council Meeting

1. Call to Order.

2. Roll Call. Mayor Ron Engels
   Mayor Pro-Tem Kathy Heider
   Council members Shirley Voorhies
                           Judy Laratta
                           Jeff Aiken

EXECUTIVE SESSION – Pursuant to C.R.S. 24-6-402(4)(b) and (4)(e) to discuss specific legal questions and to instruct negotiators concerning pending water rights cases concerning the City of Central held at 5:30pm in lieu of the Work Session.

RECONVENE REGULAR SESSION – 7:00pm

3. Pledge of Allegiance

4. Additions and/or Amendments to the Agenda.

5. Conflict of Interest.

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

   Regular Bill lists through March 9; and
   City Council minutes: February 16 and 26, 2016.

PUBLIC FORUM/AUDIENCE PARTICIPATION — (public comment on items on the agenda not including Public Hearing items): the City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the City Council. Your comments should be limited to three (3) minutes per speaker. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the City Manager for follow-up. Thank you.

ACTION ITEMS: NEW BUSINESS --

7. Gilpin History Annual Report – Deb Wray, President

8. Appointment of Alternate to Main Street Commission – LaNora Braning

9. Fire Station Conceptual Drawings (Allen)

REPORTS --
10. Staff updates –

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

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

**EXECUTIVE SESSION** –

**Pursuant to C.R.S. Section 24-6-402(4)(e)** for the purposes of developing strategies relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding property located on Nevada Street in Central City.

**Pursuant to C.R.S. 24-6-402(4)(b) and (4)(e)** to discuss specific legal questions regarding pending litigation and for the purposes of developing positions relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators concerning case filed in Gilpin County District Court on October 22, 2015 naming the City and the Gilpin County Historical Society as defendants.

**Pursuant to C.R.S. 24-6-402(4)(b)** to discuss specific legal questions regarding terms and conditions of a proposed contract.

**ADJOURN.** Next Council meeting April 5, 2016.

Posted 3/11/2016

Please call Reba Bechtel, City Clerk at 303-582-5251 at least 48 hours prior to the Council meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting.
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Grand Totals: 67,422.50
CALL TO ORDER
A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:12 p.m., in City Hall on February 16, 2016.

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

Absent: None

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

The Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA
The agenda was approved as presented.

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

CONSENT AGENDA
Alderman Voorhies moved to approve the consent agenda containing the regular bill lists through February 11; and the City Council minutes for the meeting on January 5 and 19, 2016. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

OATH OF OFFICE
Attorney McAskin administered the Oath of Office to Alderman Jeff Aiken.

PUBLICFORUM/AUDIENCEPARTICIPATION
Joc Behm, representing the CCBID, offered that the Board is supportive of the billboard policy presented this evening though the casinos would like the option to rotate spots rather than be locked into one location for two years.
LOCAL LICENSE AUTHORITY – (Central City Retail Marijuana Store Licensing Authority)
Elise Kelcher dba Golden Nugget Dispensary, LLC 127 Main Street for a Retail Marijuana License
Mayor pro tem Heider moved to open the Local License Authority. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Mayor Engels reviewed the information provided by staff as follows:
On November 17, 2015, Elise Kelcher dba Golden Nugget Dispensary, LLC (“Applicant”) submitted to the City Clerk a complete application seeking a license for a new retail marijuana store for premises located at 127 Main Street, Central City, CO 80427.

The Authority has reviewed the application, staff report, and other materials related to this application submitted by the City Clerk as well as evidence submitted at this meeting. City staff has reviewed the application and all related materials, completed its investigation of the application, and submits this report and all supporting evidence to the Central City Retail Marijuana Store Licensing Authority for review and approval/conditional approval/denial of the application in accordance with state and local law. Currently, the City’s retail marijuana store regulations require the Authority to approve, conditionally approve, or deny an application within thirty (30) days of receipt of a complete application. The City’s regulations also require the Authority to make a finding and determination as to the good moral character of the Applicant in accordance with standards set forth in state law. The staff report indicates that the Applicant has fulfilled all local requirements for a retail marijuana business license, with the exception of a determination concerning Applicant’s moral character.

Dustin Kelcher, co-manager of Golden Nugget Dispensary responded to Council questions and explained Being the 5th retail marijuana store to open in Central City is not a concern as they have an great location and plan to be a high end boutique store and plan to increase tourism to Central City. Cody Mayasich, co-manager, added that they will have tourist buses stopping as they do a loop around Colorado.

Police Sergeant Stanton stated the City has no concerns regarding the background check which came back clear and the police department is satisfied.

Mayor pro tem Heider expressed concern for having five retail marijuana stores in this small community and asked how they plan to be successful.

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

Mayor pro tem Heider moved to conditionally approve the application of Elise Kelcher dba Golden Nugget Dispensary, LLC based upon the information presented in the staff report and other information brought forth at this meeting and to direct staff to prepare a Record of Decision on this application that incorporates the findings, conclusions, and all recommended conditions in the staff report, the Authority’s finding as to the Applicant’s moral character, and any other conditions imposed on the application. The Authority further directs staff to provide a copy of this decision
within three (3) days of today’s date to both the Applicant and the State of Colorado marijuana licensing authority by certified mail at the address shown in the application. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

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

**ACTION ITEMS: NEW BUSINESS**

Resolution No. 16-06: *A resolution appointing the Municipal Judge and extending the term and compensation for service.*

City Manager Miera explained the request for approval of extension for the appointment of David R. Gloss as the Central City Municipal Judge effective February 1, 2016 to expire on January 31, 2018 with eligibility for renewal of additional 2 year terms. By unanimous vote, the Council appointed Judge Gloss at the June 5, 2012 meeting through January 31, 2014 and then renewed through January 31, 2016. The compensation is the same as previous with the total fiscal impact of $8,400 annually at $700/month.

Alderman Voorhies moved to approve Resolution No. 16-06: A resolution appointing the Municipal Judge and extending the term and compensation for service. Mayor pro tem Heider seconded, and without discussion, the motion carried unanimously.

Resolution No. 16-07: *A resolution of the City Council of the City of Central, Colorado approving an Intergovernmental Agreement with Black Hawk, Colorado for limited snow removal services.*

Public Works Director Hoover gave the background as follows:

Under the proposed Agreement, Black Hawk will provide limited snow removal services on Gregory Street and Lawrence Streets within Central City from and between D Street in Central City to the municipal boundary between Black Hawk and Central City. The limited snow plowing services to be provided by Black Hawk will be considered secondary and supplementary to Central City, and the primary responsibility for any and all maintenance of these roadways within Central City shall remain with Central City.

The Agreement is intended to address an issue that Black Hawk has been contending with as it relates to its snow plow operations and route. In the past, Black Hawk snow plow trucks have been turning around at the Red Dolly parking lot when they approach the end of their route at the west end of Black Hawk. According to Black Hawk this has the potential to create some safety issues, and Black Hawk would prefer to have its snow plows drive into Central City (from Gregory, up Lawrence) and turn at D Street (roadway in front of the Reserve Casino – perpendicular to the Reserve, intersecting at Gregory and Lawrence), and then head back down to Black Hawk using Gregory St.

The proposed Agreement is intended to: (1) authorize the Black Hawk snow removal vehicles to travel this route; and (2) authorize the Black Hawk snow plows to keep their blades in the “down” position (when weather and snow conditions merit), in order to provide measurable benefits to both jurisdictions. Black Hawk will benefit from a safer route for their vehicles, and Central City will benefit from Black Hawk providing supplemental or secondary snow removal services on these specific City roadways.

Resolution 16-07 approves an intergovernmental agreement with Black Hawk for limited snow removal services in 2016 which automatically renews unless either party gives at least 90 days’ advance written notice of termination.
Alderman Voorhies pointed out that there is a big difference between the road conditions in Black Hawk and those in Central City. Public Works Director Hoover explained that Black Hawk uses 100% ice slicer which is more than 3 times the cost of Central City’s 30% sand/slicer mix as well as Central City has much more area to cover in the City as well as the Parkway. Alderman Aiken added that sand is needed to provide traction on the steep grades we have in Central City.

Alderman Voorhies moved to approve Resolution No. 16-07: A resolution of the City Council of the City of Central, Colorado approving an Intergovernmental Agreement with Black Hawk, Colorado for limited snow removal services. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Resolution No. 16-08: A resolution of the City Council of the City of Central, Colorado accepting and adopting the recommended fiscal year 2016 Classification and Compensation Plan and establishing implementation policies for fiscal year 2016.

City Manager Miera reviewed Resolution No. 16-08 which is the result of a study commissioned in 2015 to update its Classification and Compensation Plan and provide a recommended plan for Fiscal Year 2016 which was presented to City Council on January 5, 2016.

The study found approximately half of the City’s jobs require updated titles with respect to their classifications and the City’s current salary structure is not aligned with the market for most of its benchmark positions, as nearly half of the benchmark jobs have a salary structure that falls below the prevailing rates. Essentially the current salaries for approximately forty percent (40%) of the employees are below the Minimums of the recommended 2016 salary ranges for their positions’ job classes. The City highlighted the significance of these issues and evidenced its commitment to addressing them by establishing a specific line-item within the FY 2016 Budget to fund the implementation of the updated Plan, and provide for merit adjustments, as financially feasible within the available budget.

The first step, to will be to adjust all salaries up to Minimum, and second step is to increase the salaries of all employees within their new ranges as necessary to prevent range compression based on performance and/or longevity. And third, to the extent that funds can be made available within the budget, the City Manager is authorized to update the salaries of employees within their Salary Ranges based on their objectively measured job performance (Merit Increases) and the use of an annually adjusted Merit Increase Guide. No “across-the-board” rate adjustments will be granted because they significantly impair external competitiveness and reduce merit increase opportunities for deserving employees. This plan will be updated and revisited every few years.

Mayor pro tem Heider questioned the budget availability of the funds and the comparison communities used for the study.

Mayor Engels noted that the City Manager’s salary will not be included in the plan and having this plan will help new staff understand the ranges.

Alderman Laratta added that this is a good idea to help get good employees to work in Central City.

Alderman Laratta moved to approve Resolution No. 16-08: A resolution of the City Council of the City of Central, Colorado accepting and adopting the recommended fiscal year 2016 Classification
and Compensation Plan and establishing implementation policies for fiscal year 2016. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No. 16-09: A resolution of the City Council of the City of Central, Colorado approving a City Billboard Biennial Leasing Policy along the Central City (Casino) Parkway.
Community Development Director Rears gave the background as follows:
Since the billboards were installed the Reserve Casino and their predecessors has held the lease on 9 out of the 10 sign faces. Resolution 16-09 will establish a biennial (every two years) Billboard leasing policy for the six (6) existing Central City (Casino) Parkway Billboards.

- The City approved six billboards along the Central City Parkway in 2004.
- The City owns all the billboards and can restrict the content displayed.
- Five of the six billboards were granted to Fortuna Valley (Reserve) to use for their exclusive or sub-leased advertising to off-set their capital cost of installation until the end of 2015.
- The City is free to determine how best to use the billboards from this point forward.
- There are a total of six billboards along the parkway with a total of ten sign faces.
- The current lease fee was established in 2010.

While reviewing the billboard framework policy to use into the future, a number of factors were considered on how best to lease the billboards along the Central City Parkway (Casino Parkway). The Billboard Policy is summarized as follows:

The use of the billboards should be available to any business or activity lawfully operating within the City of Central limits whose success will be shared by the City either directly or indirectly.

1) The cost of the lease should be reasonable and not put an unreasonable financial burden on the business community, but should be tied to inflation.
2) That local non-profits and the City should have a way of promoting local activities and events without competing against local business directly for the use of billboard space.
3) That the lessee selection method must be fair to those local businesses interested in leasing billboard space.
4) The business who receives the lease is the only user of the space and that the billboard is not sub-leased.
5) That the funds generated from the Billboard Lease Program be used primarily for marketing efforts by the City.
6) That only those without any outstanding billboard lease payments may participate in future leases.

Policy 1 – Supports the City: Based on the first policy, any lease would be restricted to a business or activity lawfully operating within the boundaries of Central City. Those with outside interests and not directly or indirectly benefiting the City would not be permitted to participate in the billboard lottery or be permitted to lease a billboard.

Policy 2 – Unreasonable Financial Burden: The cost to lease a billboard has been set at $525 per sign face since at least 2010. Prior to 2010 the City collected $306.25 per sign face. Staff is recommending to Council that the lease be adjusted biennially based on inflation and specifically tied to the national Consumer Price Index to ensure the same effective cost to the lessee to lease billboards, thereby limiting the financial impact on the lessee and ensuring ongoing fair compensation to the City in ‘real’
dollars. If the Billboard Policy is adopted, the lease rate for the initial term (March 1, 2016 – December 31, 2017) would be set at $571.03 per month per sign face.

**Policy 3 – Non-profit Support:** Like in prior years, the City would retain one of the billboards to be used to support local non-profit or City events. It is expected the City will retain billboard 6 (closest to town), which is not lighted.

**Policy 4 – Fair Selection:** It is in the City’s best interest to ensure that all businesses or activities that meet Policy 1 and are interested in leasing a billboard from the City have the opportunity to participate in the selection process. Staff is recommending a random drawing to select the order of who will lease a billboard face on a biennial predetermined date and time until all the faces are leased. Only one billboard face will be able to be selected by each participant, per round until all the faces have been selected. The number of rounds will be determined by the number of participants.

**Policy 5 - Sub-leasing is Prohibited:** In 2010, it was estimated that the City could lease each face for as much as $1,000 per month. As proposed the City is still leasing these billboard signs considerably below market in order to ensure the continued success of our local businesses. It is not in the City’s best interest to provide this direct benefit to business who then are able to make a direct profit by sub-leasing Central City public property.

**Policy 6 – Revenue Funds City Marketing Efforts:** It is proposed that the majority of the funds generated through this billboard lease program fund the Visitor Center, Main Street Central City and other marketing efforts with a small portion held back for ongoing maintenance costs.

**Policy 7 – Outstanding Payments:** The City relies on these lease payments and makes financial commitments based on the estimated revenue generated. Only those businesses or entities that are not in default of the terms of a lease may participate in future leases.

**Staff Recommendations**
The City has received $1,050 per month, per double-sided billboard or $525 per sign face, per month for a total annual revenue received of $63,000 (estimated).

Staff is recommending the City tie the 2016-2017 and future lease payments to the Consumer Price Index (CPI) ensuring that same spending power for the dollars received associated with the lease.

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Percent Change (Average)</th>
<th>Change in Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>$1,050</td>
<td>2.20%</td>
<td>$23.60</td>
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<tr>
<td>2011</td>
<td>$1,073.60</td>
<td>2.10%</td>
<td>$22.76</td>
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<tr>
<td>2012</td>
<td>$1,106.36</td>
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<td>2013</td>
<td>$1,122.95</td>
<td>1.69%</td>
<td>$17.57</td>
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<tr>
<td>2014</td>
<td>$1,140.52</td>
<td>0.10%</td>
<td>$1.34</td>
</tr>
<tr>
<td>2015</td>
<td>$1,142.06</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The lease cost for the next ensuring January 1 term would be analyzed during the November/December period of each odd numbered year, and adjusted if and as necessary based on the most recent national CPI data available. The cost of each face would be one-half the full double-sided cost amount. Based on the CPI data above (including adjustments from 2010 through present), the City’s billboard lease rate for leases commencing on March 1, 2016 and terminating on December 31, 2017 will be $571.03 per month per sign face.

Based on that revised lease rate (and the $525 per sign face lease rate applicable in January and February of 2016), total 2016 revenue is estimated at $60,842.70 as shown in the calculation set forth below:

\[
(9 \text{ faces} \times \$571.03 \times 10 \text{ [March-Dec.]}) + (9 \text{ faces} \times \$525 \times 2 \text{ [Jan. & Feb.]}) = \$60,842.70
\]

Reserving sign 6 for use by the City will provide the City with a dedicated billboard along the Parkway which can be used by the City, the Central City Opera, Grifin History etc. Additionally, the Billboard Policy ties future adjustments in the monthly lease rate to the CPI, thereby maintaining the amount of ‘real’ dollars supporting Central City directed marketing efforts.

If this proposal is found acceptable to Council, staff will solicit bids for a deadline of Wednesday, February 24, 2016, with leases starting on March 1, 2016 running through December 31, 2017 (22 months). The leasing policy would continue to follow this policy each odd numbered year, with automatic adjustments in the monthly lease rates based on the CPI.

In discussion, the policy allows for discretion by City Manager Miera for which there can be consideration to allow businesses to rotate if they are in agreement as Joe Behm has requested.

Mayor pro tem Heider moved to approve Resolution No. 16-09: A resolution of the City Council of the City of Central, Colorado approving a City Billboard Biennial Leasing Policy along the Central City (Casino) Parkway. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Resolution No. 16-10: A resolution of the City Council of the City of Central, Colorado approving an Engagement Letter with the Law Firm of Michow Cox & McAskin, LLP to continue to provide legal services to the City.

Attorney McAskin explained that Resolution 16-10 approves an engagement letter with the law firm of Michow Cox & McAskin, LLP ("MCM") to provide general counsel legal services to the City. The City Attorney, Marcus McAskin is currently providing legal services to the City through the law firm of Widner Michow & Cox, LLP. WMC is realigning into two law firms effective March 1, 2016. A new engagement letter with the MCM firm is required given that on and after that date Mr. McAskin will be practicing with that firm. Mr. McAskin's billing rate will remain unchanged.

Mayor pro tem Heider moved to approve Resolution No. 16-10: A resolution of the City Council of the City of Central, Colorado approving an Engagement Letter with the Law Firm of Michow Cox & McAskin, LLP to continue to provide legal services to the City. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

REPORTS
City Manager Miera gave an update regarding the Police Department since we have had two additional officers leave recently so the Police Chief has recommended that we get an agreement
with Black Hawk or Gilpin County soon to help cover shifts.

COUNCIL COMMENTS
Alderman Voorhies commented that she has had complaints on snow removal and stated that no IGA has been looked at or signed by Council regarding police services.

Mayor Engels added that staff is working on putting together a draft IGA for Council to begin to consider whether shared services for police coverage are a good idea.

Alderman Laratta welcomed Jeff Aiken to Council.

PUBLIC FORUM/AUDIENCE PARTICIPATION
Larry Bartlett, 896 N. Vernon, asked if the schedule of events can be easier to find and offered suggestions for events.

EXECUTIVE SESSION
At 8:57 p.m., Mayor pro tem Heider moved to go into Executive Session Pursuant to C.R.S. 24-6-402(4)(e) for the purposes of developing strategies relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding property located on Nevada Street in Central City and regarding the potential IGA regarding the CCPD and invite Police Sargent Stanton. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

The next Council meeting is scheduled for March 1, 2016 at 7:00 p.m.

________________________  ________________________
Ronald E. Engels, Mayor       Reba Bechtel, City Clerk
CALL TO ORDER
A special meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:00 p.m., in City Hall on February 26, 2016.

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

Absent: None

Staff Present: City Manager Micra
City Clerk Bechtel
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.

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

VIDEO PRESENTATION – 2016 State of our Cities and Towns
Mayor Engels noted that shared services are becoming the norm in Colorado with 22% sharing of Emergency Medical and 44% sharing Police Department services.

ACTION ITEMS: NEW BUSINESS
Resolution No. 16-11: A resolution of the City Council of the City of Central, Colorado, approving a Memorandum of Understanding regarding Law Enforcement Services with the Gilpin County Sheriff’s office.
City Manager Micra reviewed the background as follows: this proposed resolution approves a Memorandum of Understanding (MOU) between the City of Central (“City”) and the Gilpin County Sheriff’s Office (“GCSO”) for the provision of assistance to the Central City Police Department (“CCPD”) with respect to law enforcement services.
The compensation for the services under the MOU is proposed at a base rate of twenty-five dollars ($25.00) per hour during applicable coverage period(s). This amount is approximately equal to the hourly rate of a Central City Police Officer, compensated at the minimum level within the approved salary range in FY16 for a Central City Police Officer position. That hourly rate does not include benefits or other operational costs otherwise incurred when considering law enforcement service costs.

Additional consideration may be given under circumstances that call for greater levels of service (e.g. holiday coverage, additional officers, etc.). Aside from the two (2) most recent vacancies created within the Police Department, following the resignations of Officer Young and Officer Bartholome, there are also two (2) additional unfilled Police Officer positions currently authorized in the CY Budget. As such, there are adequate funds within the CY CCPD budget to cover the anticipated costs related to the proposed MOU.

Another proposed measure of consideration under the Agreement is the provision for the possible use of a CCPD vehicle. The City currently has five (5) police service (patrol) vehicles within its fleet; however, the CCPD only has four (4) officers at this time, including the Chief. Moreover, given the current CCPD staffing shortage, it is likely that the City will not have more than one (1) CCPD officer working a patrol shift at any given time. As such, allowing the GCSO to use one (1) of the CCPD patrol vehicles will not have an adverse impact on the City’s operations.

In mid-2015, the City began to explore options for obtaining assistance with law enforcement services to address its inability to provide complete 24-7 service coverage within the City. Understanding that the GCSO also faced similar challenges in providing complete 24-7 service within the County, including its southern coverage area, the two entities recognized there was a potential opportunity to develop a program that could be of mutual benefit to both agencies, as well as the overall community.

After several informal staff-level discussions (and one Executive Session discussion with City Council on January 5, 2016), it became evident that the potential opportunity for a mutually beneficial program might involve an IGA that could ultimately transfer most (or possibly all) City law enforcement services to the County. Unfortunately, once this news surfaced, the CCPD staffing challenges increased.

Despite continued efforts over the years (including increased funding), properly staffing and operating a 24-7 program continued to be extremely challenging for the Department. And now, suffice it to say; those pre-existing staffing issues were exacerbated by a couple recent resignations. As of mid-February 2016, the CCPD only had four (4) police officers on staff (including the Chief of Police), and potentially only three (3) of those officers could cover patrol shifts; an untenable situation that highlighted the City’s capacity (or the lack thereof) to fulfill its most basic law enforcement responsibilities. Due to the serious nature of these circumstances, the City Council discussed possible options for addressing this growing liability during an Executive Session on February 16, 2016. As a result, staff was directed to explore the possibilities of securing assistance from the GCSO and/or the Black Hawk Police Department (“BHPD”) to address the anticipated “service gap” coverage with respect to the City’s operations.

Managerial staff made contact with the aforementioned agencies to request the desired assistance. And, although both agencies offered their support and assistance, only the GCSO was able to formally commit to providing the specific (and substantial) “service gap” coverage through a dedicated MOU, thereby supplementing the existing Mutual Aid Agreements already in place between the agencies.
For nominal consideration, the GCSO is willing to provide basic service coverage for approximately 14 hours per day, three (3) days per week (the timeframes CCPD can no longer cover). The proposed MOU is intended to formalize an arrangement that has already been implemented by the GCSO in response to the current state of affairs (as an emergency measure). Without this informal assistance, or the approval of this formally proposed MOU, the CCPD cannot provide 12-7 coverage, much less 24-7 coverage.

A very important point to note is that this proposed MOU is not the IGA that has been previously (recently) discussed. That document (IGA) has not yet been drafted, and therefore, it has yet to be presented to the City Council or County Commission for their respective review and consideration; however, the process for developing that proposed document is still in-progress. On a related note, it must also be clarified that the GCSO is not attempting, nor would it be reasonable to expect them, to provide the same level of services that could otherwise be expected under an IGA. Without considerable compensation, and corresponding staffing increases, the GCSO cannot provide full-time coverage using personnel specifically dedicated to operations within Central City limits (as would be expected under any proposed IGA). Nevertheless, the coverage that the GCSO can provide under the proposed MOU is far greater than what the CCPD could otherwise provide given its current staffing levels. Even if the CCPD could cover its “service gaps” with “on-call” coverage (which it can no longer accomplish), the response times for any calls during those periods would likely be longer for CCPD staff than the response times that could be attainable by the GCSO under the proposed MOU.

The City Attorney has drafted/reviewed the proposed MOU, and there are no legal issues. Insurance coverage relating to the GCSO using a CCPD vehicle while providing services under the proposed MOU has been reviewed and approved by CIRSA.

Council questions covered details of the response time, the recruiting of new officers, the cost for the proposed MOU, and the type of calls to be handled by GCSO. City Manager Miera responded regarding response time by GCSO of within ten minutes and the calls will be for traffic and related calls with municipal code violations and land use to be provided by the City Police Department. Hiring at this time is not the answer without the budget needed to provide a full coverage department which would need to be funded at least $500,000 more than currently budgeted. City Manager Miera also noted the existing Police Department staff received the raises as adopted with the Pay and Compensation Plan.

Captain Tom Ime and Undersheriff John Bayne from GCSO added that the City and County have shared victim services and communication services for 20 years which has worked very well. They will have an officer that will stay in the southern part of the county and be able to provide coverage for the vacant shifts.

Police Chief Krelle stated that he gave his recommendation to the City Manager that we needed to get this agreement in place since we just don’t have the staff to cover the vacant shifts.

Mayor pro tem Heider commented that it does not seem that we have a choice on the MOU and thanked the County for being willing to help out.

Alderman Aiken added that without officers and additional revenue, we do need to move this MOU forward.
Alderman Laratta stated that this MOU is necessary and immediate.

Mayor Engels asked when this will be effective and City Manager Miera responded that it is effective if approved tonight and the Gilpin County Commissioners will ratify on March 8th.

Mayor pro tem Heider moved to approve Resolution No. 16-11: A resolution of the City Council of the City of Central, Colorado, approving a Memorandum of Understanding regarding Law Enforcement Services with the Gilpin County Sheriff’s office. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Mayor Engels thanked the Gilpin County Sheriff’s office and the City staff that worked to put this MOU together.

At 7:52 p.m., Mayor Engels adjourned the meeting.
The next Council meeting is scheduled for March 15, 2016 at 7:00 p.m.

Ronald E. Engels, Mayor

Reba Bechtel, City Clerk
Agenda Item #7

March 2016

Gilpin History Annual Report

The Gilpin Historical Society operates the Gilpin History Museum, the Coeur d'Alene Mine Shaft House Museum, and leads tours of the Teller House, Opera House and Thomas House in Central City. We also host Victorian teas at the Stroehle House in Black Hawk, put on the annual Cemetery Crawl, take part in the Central City Creepy Crawl, and work with other non profits in the county throughout the year. 3,000 to 4,000 people take part in our events and visit our museums each year.

Since late 2011, Central City has helped fund the cost of keeping a docent in Washington Hall year round to lead tours of the Teller House, Opera House and Thomas House. In 2015 our docents led 1,067 tours of the Teller House and Opera House and 411 tours of the Thomas House. This would not have been possible without funding from city and we greatly appreciate it, both in the past and going forward.

We are exploring options for making this more self sufficient in the future so that we do not need to rely on city funding for this. We are exploring new marketing options to help draw in a bigger audience from surrounding communities and also exploring grant possibilities. If these fail to produce the desired results we may have to explore the possibility of returning to only offering tours in the summer as was the case prior to 2011.

Thank you again for your continued support of the Gilpin Historical Society and our mission of preserving and exhibit history.
Letter of Interest for Alternate for Main Street Commission

Mayor and Council,

My name is LaNora Braning. I live at Prospectors Run in Central City with my husband Danny Braning, and 15 year old son Tyler Braning. We moved to Central City in August 2015. I’m on the CRC board for Prospectors Run, and a volunteer with Central City Fire Department.

I’m interested in the Alternate position on Main Street Commission. I feel I’m a good team player and have worked with Mary Bell on a few projects. One project being the Holiday Tree decorating contest in Central City for which we won 1st Place.

I would love to be apart of the Main Street commission, I have the time, energy and ideas.

Thank you,
LaNora Braning
825 N. Vernon Dr.
Central City, CO.
303-881-4340
AGENDA ITEM # 9
CITY COUNCIL COMMUNICATION FORM

FROM: Gary Allen / Fire Chief

DATE: March 15, 2016

ITEM: CR Architecture & Design – Fire Station Conceptual Drawings – for Central City Fire Department Headquarters Fire Station

NEXT STEP: Council Motion

__________ ORDINANCE
___ X MOTION
___ X INFORMATION

I. REQUEST OR ISSUE: Staff is requesting Council approval to enter into a contract with CR Architecture & Design for the scope of work as outlined in the attached Limited Professional Services Agreement scope of work.

II. RECOMMENDED ACTION / NEXT STEP:
Approve budgetary funds for conceptual drawings of a headquarters fire station. This project is imperative to meet the service needs of the City, falls within the strategic plan of the Fire Department, and is a major component of the All Hazards Community Risk Mitigation Plan for the City.

III. FISCAL IMPACTS:
The Limited Professional Services Agreement is for $11,000.00 and is within the department’s budget for 2016. This project is in anticipation of a ballot question planned for 2016 in regards to a Capital Improvements mill levy for the Fire Department.

IV. BACKGROUND INFORMATION:
CR Architecture & Design is a national company that focuses in providing services for fire stations as well as emergency operations centers, dispatch centers, administration buildings and city halls. This company was selected and is our preference due to their dedication to detail, reputation and professionalism. Central City Fire Department has needed a Headquarters Fire Station for a very long time and it has now become the pivot point to resolve critical issues to address sustainability that can no longer be ignored. Without housing for personnel and apparatus, the department cannot sustain the level of service
required in today’s needs of our community, nor can we be compliant with NFPA Standards along with many other compliance standards and liability issues. This request falls into the City’s 2016 goals and strategic objectives.

V. **LEGAL ISSUES:** None

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

VII. **SUMMARY AND ALTERNATIVES:**
1. Approve the proposal as presented.
2. Modify the proposed service agreement although staff has negotiated the agreement amount as tightly as the company will allow.
3. Table the item for further discussion and consideration.
firm overview

Government Design
CR architecture + design is focused in providing services for fire stations, police stations, emergency operation centers, dispatch centers, administration buildings, city halls, public works buildings, park and recreation and combined-use facilities. We have completed over 200 fire, police, and administration building projects (needs assessments/feasibility studies, master planning, new construction, renovations, etc.) in 26 states.

Through our many projects, we have influenced the design of government facilities with our innovation, commitment and dedication to create facilities that are supportive of the professionals who use them and the communities they serve. Specifically, CR’s Training by Design program offers a holistic approach to designing a new or renovated public safety facility by taking advantage of and enhancing the building and site for training opportunities. Many of our fire station designs can support such training exercises as high-angle rescues, ladder evolutions, hose advancement, rappelling, confined space rescues and more.

Dedicated to our industry, our government design team regularly researches industry trends, actively participates in professional organizations, authors articles and presents at national conferences. Our professionals have completed certified training on the planning, design and construction of police facilities with the International Association of Chiefs of Police. They have given seminars on fire facility planning and design at the FIERO Fire Station Symposium in Charlotte, North Carolina, and the Station Style Conferences in Phoenix, Denver, and Kansas City. Additional public safety organizations CR actively participates in include the International Association of Fire Chiefs, International Association of Public-Safety Communications Officials, as well as local associations.

Firm History
CR architecture + design is a company committed to creating extraordinary places that build enduring value for clients and the communities they serve. CR was founded as Cole + Russell Architects in 1962 by Thomas Cole AIA and John Russell AIA whose high regard for quality and genuine care for clients and its people quickly established a solid reputation.

With offices in Cincinnati, Denver, Dallas and Seattle, CR has a national portfolio featuring municipal, public safety, housing, mixed-use, retail, commercial, restaurant, hotel, office and school facilities. Our six specialized areas of architecture—government, education, commercial, retail, housing and hospitality—allow CR’s staff of over 60 to thoroughly understand the intricacies of these project types.

CR is registered in all 50 states, the District of Columbia, Puerto Rico and the Canadian provinces of New Brunswick, Manitoba, Ontario, Newfoundland and Labrador, and Alberta.
Jay H. Wickman AIA, NCARB
client leader

BACKGROUND
Jay leads government design out of CR's Denver office. A licensed architect with more than 20 years of professional experience, he is skilled in program management, engineering, and construction administration. He brings a vast array of leadership experience to the project team, including public works, military, aviation, housing, education, civil/infrastructure, energy, criminal justice, transportation, and manufacturing projects.

SELECT PROJECT EXPERIENCE

Municipal/Public Safety
Fire Territory HQ, Plainfield, Indiana
Fire Territory FS 122, Plainfield, Indiana
Fire Territory FS123, Plainfield, Indiana
KSA Fire Station and Training Facility, City of Yanbu*
KSA Public Safety / Fire Station Master Plan, City of Yanbu*
USAG Humphreys Fire & Emergency Services, South Korea*

Justice
Avenal State Prison, Avenal, CA
King County Jail, King County, WA*
Elmwood Correctional Facility, Milpitas, CA*
Kern County Correctional Facility, Delano, CA*

Military/DoD
US Garrison Humphreys Master Plan, South Korea*
Pueblo Chemical Weapons Facility, Pueblo CO*
Colorado Air National Guard Aviation Training Facility, CO*
Wyoming Air National Guard Aircraft Maintenance Facility*

Public Works
Metro Denver Waste Water District Expansion, Denver, CO*
SAC Water District Admin. Building, Commerce City, CO*
City of Westminster Public Works Facility, Westminster, CO*

DOE
National Renewable Energy Laboratory (NREL) Admin. Renovation Golden, CO*
(NREL) Master Plan Golden, CO*

* denotes tenure experience

CR architecture + design

EDUCATION
Washington State University
BA and BS Architecture/Engineering

JOINED CR 2015
YEARS WITH OTHER FIRMS 20

REGISTRATIONS
Registered Architect,
State of Colorado (#306240),
State of California (#C20238),
State of Washington (#306240),
State of Nevada (#42354)

AFFILIATIONS
AIA
NCARB
LIMITED PROFESSIONAL SERVICES AGREEMENT

PARTIES TO AGREEMENT
CLIENT
Central City, CO.

ARCHITECT
Cole + Russell Architects, Inc.
dba CR architecture + design ("CR")
1875 Broadway, Suite 2480
Denver, CO. 80202

PROJECT INFORMATION
CR PROJECT NO.
64516.02

PROJECT TITLE
Central City Design Services Proposal

SCOPE OF SERVICES
DESCRIPTION
See attached Exhibit A

REQUESTED BY
Chief Gary Allen

DATE OF REQUEST
February 3, 2016

FEE & BILLING INFORMATION
BILLING FORMAT
☑ LUMP SUM ☐ HOURLY, ESTIMATED ☐ RETAINER

TOTAL FEE FOR LIMITED PROFESSIONAL SERVICES = $11,000.00

AUTHORIZATION

Limited professional services will be performed in accordance with the attached terms and conditions. Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Proposal, without modification, addition or deletion. In the event the Client's acknowledgement, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon CR unless made in writing and signed by CR's authorized representative.

SUBMITTED BY:

SIGNATURE

PRINT NAME Jay H. Wickman

TITLE Client Leader

DATE February 3, 2016

Please sign two copies and return one copy to CR architecture + design.

SCOPE OF SERVICES – EXHIBIT A

Basic Services
The Scope of Basic Services for this Project consist of the assessment of the existing Central City fire facilities and potential addition of a new facility to meet the Fire Department's current and anticipated future needs.
The Scope of Basic Services proposed by CR for the successful completion of this Project shall include, and be limited to, the following services as outlined below:

Pre-Design and Programming Phase
- Preparation of building space conceptual diagram based upon Owner's approved programming documentation.
- Preparation of Conceptual Site Option based on available data.
- Regular correspondence with Client's and Owner's representative (phone, fax, e-mail, etc.) as required by the work.
- Deliverables for this phase include:
  - Concept Site Plan
  - Concept Floor Plan
  - Concept Building Elevations
  - Programming level Estimate, based on historical square footage cost data (building cost only)
- Participate in up to two (2) Owner coordination and review meetings to review Programming and Space Conceptual Design Options.
- Kick-off/Programming Meeting

Scope of Recommended Optional Additional Services
Services that are not included in the Architect's Basic Scope of professional services as outlined in this Proposal, but which may be provided by the Architect as an Additional Service if requested and authorized by the client include:

Site Analysis Phase
- Determine site utility distribution systems
- Identify site constraints
- Evaluate site access and circulation factors
- Analyze building site considerations
- Deliverables for this phase include:
  - Civil engineering site analysis study and recommendations
  - Concept site plan alternatives with possible options

Concept Design Phase
- Develop pre-schematic/concept level package for building options
- Zoning code due diligence for the selected site options
- Building code due diligence
- Deliverables for this phase include:
  - Concept level floor plans developed to a "single line" level
  - Concept level exterior elevations illustrating the general building massing, proposed exterior materials and fenestration
  - Concept level Opinion of Probable Construction Cost
  - Mechanical, Electrical and Plumbing narrative
  - Structural narrative
- Regular correspondence with Owner's representative (phone, fax, email, etc.) as required by the work.
- Participate in up to two (2) Owner coordination and review meetings to review Conceptual Design Options:
  - Concept plan and massing review meeting
  - Summary presentation to building committee

Future Phase Optional Additional Services
Preparation of Architectural renderings, models and presentation drawings/materias beyond those described above  
Detailed construction cost estimating  
Inventorying of existing equipment/furnishings  
Schematic design, Design Development, Construction Document, Bidding and Construction phase service  
Geo Technical Service or Soil Testing  
Civil Engineering, Topographic Survey, Grading Plan and Plate Map

FEES  
BASIC SERVICES  
The compensation for the Basic Services as described herein is to be billed on a stipulated sum form of compensation based upon the fee as outlined below:

Programming and Evaluation Phase Services ........................................... $11,000.00

TOTAL FEE: ......................................................................................... $11,000.00

REIMBURSABLE EXPENSES ALLOWANCE  
Out-of-pocket reimbursable expenses are included in the fee outlined above

PROJECT SCHEDULE  
Based upon our current workload, staffing, and project schedules, the team would be prepared to begin work on this project immediately.

We would anticipate that the Project could be complete per the schedule listed below pending timely Client reviews and approvals:

Programming and Evaluation Phase Services ...................... 4-5 weeks

TERMS + CONDITIONS
Unless denoted as Lump Sum, the Professional Service Fees applicable to the Scope of Services as defined herein shall be understood to be an estimate. Where Fees are proposed on an hourly basis, CR's rates shall be those prevailing at the time services are rendered per the Schedule below. Reimbursable expenses shall be invoiced with a mark-up of no greater than 15% (1.15).

**Professional Fee Service Schedule**

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<td>Intern</td>
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</tr>
<tr>
<td>Designer</td>
<td>$60/hour to $100/hour</td>
</tr>
<tr>
<td>Architect</td>
<td>$50/hour to $110/hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$100/hour to $140/hour</td>
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<tr>
<td>Client Leader</td>
<td>$140/hour to $175/hour</td>
</tr>
<tr>
<td>Managing Principal</td>
<td>$225/hour</td>
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**BILLINGS/PAYMENTS**

No professional services will commence until the retainer has been received and negotiated by CR. Invoices for services and reimbursable expenses shall be submitted, at CR's option, upon completion of the services or on a monthly basis. Reimbursable expenses, including but not limited to, reasonable travel, lodging, meals and such other expenses shall not be billed against the retainer, if any. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. CR shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and CR shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers, if applicable, shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney’s fees.

**STANDARD OF CARE**

In providing services under this Agreement, CR will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. CR will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of CR's part of the Project. Regardless of any other term or condition of this Agreement, CR makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

**FAIR DEALING**

The Client agrees at all times to cooperate fully with CR, and to proceed on the basis of trust and good faith in order to permit CR to realize the benefits and interests afforded under the Contracts Documents. The Client shall perform its responsibilities, obligations and services in a manner to facilitate CR's timely and efficient performance, and in order to ensure CR’s knowledge and understanding in all material respects so as to not delay, interfere with or affect CR’s delivery, standard of care or performance under the Contract Documents.

**CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor CR shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

**HIDDEN CONDITIONS**

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If CR has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such due notification, or (2) CR has no reason to believe that such a condition exists, CR shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

**HAZARDOUS MATERIAL/MOLD**

CR shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs for which CR shall have no responsibility.

**INDEMNIFICATIONS**

The Client agrees, to the fullest extent permitted by law, to indemnify and hold CR and its consultants harmless from and against any and all damage, losses or cost (including reasonable attorneys’ fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. CR agrees to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.

**RISK ALLOCATION**

In recognition of the relative risks and benefits of the project to both the Client and CR, the Client agrees, to the fullest extent permitted by law, to limit CR's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses.
(including attorney's fees) arising out of this Agreement, from any and all causes, to the amount of CR's fee, or another amount agreed upon when added under Special Conditions.

SUSPENSION OF SERVICE
CR presumes that its services will be furnished in a timely manner, as expressed in the scope of services enumerated herein, consistent with a project routinely delivered under similar circumstances. Either party reserves the right to suspend the Agreement and mothball the project if either party determines that identified time or schedule issues may adversely affect CR's ability to adhere to its standard of care. In such instances, both parties agree to renegotiate contract time, scope, and sum, as may be required, to induce each party's election to resume their respective responsibilities under this Agreement in order to address conditions and circumstances then prevailing.

TERMINATION OF SERVICES
This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay CR for all services rendered to the date of termination and all reimbursable expenses.

OWNERSHIP OF DOCUMENTS
All documents produced by CR under this Agreement, including electronic files, shall remain the property of CR and may not be used by the Client for any other purpose without the written consent of CR. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold CR and its consultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to CR and its consultants.

COVENANTS
The Client agrees and recognizes that CR's professional staff and dedicated Project personnel ("Personnel") are a special and unique asset of CR, of whom significant investment and resources have been made and incurred, and that during the course of the parties' relationship under this Agreement, the Client or its designee ("Client") will have contact with CR's Personnel. In consideration of the terms, conditions, payments described and set forth in the Agreement, which consideration shall be deemed independently adequate for this subject covenant, the Client agrees for a period of eighteen (18) months after completion of the Project or the termination of this Agreement, for any reason or no reason, that Client shall not, directly or indirectly, through any person, corporation, firm, or other business entity, induce or attempt to induce on influence any of CR's Personnel to discontinue or substantially alter their employment or business relationship with CR; in any way interfere with such relationship; or employ, or otherwise engage as an employee, independent contractor or otherwise, any such Personnel of CR. This covenant on Client's part shall be construed as an agreement independent of any provision of this Agreement, and the existence of any claim or cause of action of one party against the other party, whether predicated on the Agreement or otherwise, shall not constitute a defense to its enforcement. Further, Client acknowledges and agrees that this covenant shall be governed by the laws of the State of Ohio, irrespective of the Project's location; other language or terms within the Contract Documents; and, irrespective of conflict of laws principles.

DEFECTS IN SERVICE
The Client shall promptly report to CR any known or suspected defects in CR's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify CR shall relieve CR of the costs of remediating the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

CONSTRUCTION ACTIVITIES
CR shall not be responsible for the acts or omissions of any person performing any of the Work, for instructions given by the Client or its representatives to any one performing any of the Work, for means and methods, or for job-site safety.

DISPUTE RESOLUTION
This Agreement is to be governed by and construed in accordance with the laws of Ohio, without regard to its conflict of law principles. Any action brought under this Agreement shall be brought only in a court of competent jurisdiction located in Hamilton County, Ohio. The parties consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and hereby waive trial by jury and any jurisdictional or venue defenses otherwise available to them.

RELATIONSHIP OF THE PARTIES
All services provided by CR are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against CR.
To: Mayor and Council
From: Daniel R. Miera, City Manager
Date: March 15, 2016
Re: Staff Report

❖ General

- Conducted regular Staff Meetings (Weekly Management Team Meeting).
- Various meetings with council members, staff, and community members.
- Attended Rotary Meetings.
- Notable Upcoming Dates/Times:
  - Monday, March 28 and Tuesday, March 29th – Strategic Planning Workshop

❖ Finance / HR

- Implemented Phase 1 and 2 of the FY2016 Classification and Compensation Plan.
- Worked with Finance Director Adame and Reserve GM Phillips to finalize billing situation regarding the previous billboard leasing agreement.

❖ Legal

- Worked with City Attorney McAskin and others to renegotiate the Sale and Purchase Agreement with Pinnacle for the Big-T, reducing the price of acquisition by $25,000.
- Secured executed Comfort Letters from the EPA, CDPHE, and others regarding the CERCLA lien.
- Closing on the property – Monday, March 14th.
- Working on next steps for the BFPP Agreement.
- Worked with City Attorney McAskin and CIRSA team to finalize settlement of a claim.

❖ Community Development / Planning

- Attended the Central City Opera Board Meeting relating to future strategic planning efforts.
- Participated in conference call with Bondholder Representatives and the County Assessor and related staff.
- City Attorney McAskin and I met with County Manager and County Attorney to discuss the options for dealing with ownership structures for the Belvidere Theater.
- Met with a prospective developer potentially interested in saving/rehabilitating the Knights of Pythias building.
- Attended the Billboard Lottery/Drawing Meeting conducted by Community Coordinator Keeler.

**Intergovernmental**

- Attended the CCBID Board Meeting.
- Discussed with the BID and a property owner, the process and the changes that are likely resultant from the CCP Access (Ramp) Project.

**Public Works**

- Worked with PW Director Hoover to plan for the installation of string lights along Lawrence/Eureka.
- Worked with PW Director Hoover to plan improvements to crosswalks within Central City (relating to the New Mobility West Plan).
- Worked with PW Director Hoover on plans for improvements to the Big-T Parking Lot and the CCP Access (Ramp) Project.

**Public Utilities**

- Worked with PU Director Nelson and Contractor Griffith to begin developing a plan of action for the toe drain and related improvement projects for Chase Gulch Reservoir.

**Public Safety**

- City Attorney McAskin and I met with County Representatives and the District Attorney and staff to discuss the MOU for law enforcement service support between the City and County.
- Worked with City Attorney McAskin and Assistant Attorney Guckenberger on the IGA negotiation process.
- Worked with Fire Chief Allen on the final submission paperwork for the Disaster Mitigation Planning project, which is a grant-funded collaborative between the Counties of Gilpin and Clear Creek, as well as the Cities of Central City and Black Hawk.
To: Mayor Engels, City Council, and City Manager Miera
From: Reba Bechtel, City Clerk
Date: March 15, 2016
Re: Bi-weekly Report

➢ Prep for the Special Council meeting on 2/26 and the Regular Council meeting of 3/15.

➢ Prepped and attended and processed documents for Court 1/11, 2/8, and 3/14.

➢ Processed and issued the renewal for Liquor Store License for Legends Inc dba Annies Oakley’s Liquor and Grocery at 135 Nevada Street.

➢ Processed and issued the renewal for CC Tollgate dba Century Casino for a Hotel and Restaurant License at 102 Main Street.

➢ Have worked on the getting the Business/Sales Tax license program converted to our new Caselle software. It is a great program and will make future years much more efficient.

➢ Misc information regarding: sign permits, special events, building permits, code questions, HP, records research, liquor, marijuana, and zoning information.
To: Daniel R. Miera, City Manager
Cc: Mayor and Council
From: Abigail R. Adame, Finance Director
Date: March 25, 2016
Re: Staff Report

➢ Finance

- Met with Christine Barthle from CIRSA and participated in their annual audit on behalf of the City.

- Continued providing information to auditors in preparation of the annual audit.

- Began training of departmental job duties with Susan Berumen Accounting Clerk/Administrative Assistant.

- Participated in FPPA training regarding the new process for submission of fire and police contributions.

➢ Human Resources

- Conducted interviews for the position of Accounting Clerk/Administrative Assistant.

- Coordinated the hiring process of the Accounting Clerk/Administrative Assistant. Susan Berumen began employment with the City on Monday, March 7.

- Participated in COBRA training pertaining to the enrollment of new hires and termination procedures per COBRA requirements.
Development

1) Colvin Tract — Parking Lot — City of Black Hawk — Fmr. Clinic site.
   a. Two meetings with applicant to discuss the conditions of approval.
   b. Awaiting submittal from the applicant.
2) Parkway KOA Access work progressing — Ownership resolved — Public Works is moving forward with construction plan.
3) GIS Services — Consultant reviewed our data and will be translating it into accessible layers soon.
4) Comp Plan — Contract submitted to State.
   a. RFP being review by DOLA.
5) CDBG — Resilience Planning Grant received - $75,000 (no match).
   a. Grant management training attended — Longmont.
6) Enterprise Zone — initial letter of interest sent to the NW Enterprise Zone.
7) McShane building is under contract. Site inspection with potential new owner.
8) Various initial development/building inquires addressed.

IT/Web/Audio Visual

1) Website, Facebook and Twitter internal administration continues.
   a. With the Community Coordinator now administering this site with daily updates and photos, the number of people reached on facebook alone has increased 3,490%.
2) Channel 20 — Access to the channel has been reestablished.

Historic Preservation

1) Staff is working with Hord Coplan & Macht regarding the Belvidere Theatre as they work on Historic Structure Assessment. Attic door has been secured.
2) Historic Preservation State tax credits are now promoted under economic development tab on the City website.
3) Belvidere was named one of Colorado’s most Endangered Places this year. A gofundme.com account has been established.
4) Joint meeting with Mark Rodman, State CLG Manager, Gilpin County and City of Black Hawk.
Code Enforcement

1) Case 15-02 – 3rd High – Site inspection requested.
2) Case 16-01 – Casey – Building Permit status.
3) Case 16-02 – Main Street - Building Maintenance.

Events / Marketing

1) Attending Main Street meetings.
2) Administer the Visitor Center.
   a. Investigating updating the display in the visitor Center as well as promotion of the center outside the City.
   b. Kiosk from Colorado Tourism.
   c. Central City T-shirts are being prepared for sale.
3) Met with organizers of Hot Rod Hill Climb and the Central City Hill Climb.
4) Met with BID, Mainstreet and Gilpin History to discuss upcoming events/roles.
5) Attended BID board meeting.
6) Attended Central City Opera board meeting – Denver.
7) 2016 – Event Calendar and Map/brochure have been completed and will be distributed this week.
8) Billboard lessees have been selected. Local non-profit use of the City billboard will be determined this week.
   a. City dedicated billboard will be installed near the end of March showing part of the event calendar.
9) Working with multiple publications for more visibility within the Metro area.
10) Branding work has started and one bid has been received.

Staffing

1) Investigating the cost of Central City vests and/or hats which would identify staff working in and out of the City, including for events.
2) IT support staff facilitation continues.
3) Investigating a wellness program.
4) Registered for CML conference.
To: City Manager, Daniel Miera
From: Jason Nelson, Utility Director
Date: March, 2016
Re: Bi-Monthly Report

- **Emergency Generators** – During the week of March 7th, the Water Treatment Plant and Spring Street Pump Station emergency generators were serviced. No major problematic issues were noted with the generators. However, the fuel lines on the Water Treatment Plant generator are beginning to deteriorate and will be replaced in the near future.

- **Colorado Water Treatment Certification** – Water Treatment Plant Operator Chrystal Ruby-Carrillo applied to test for the Class B Water Operator License. If accepted, Ms. Ruby-Carrillo will take the exam before summer. The City of Central’s Water Treatment Plant requires a certified A Class Operator to be available.

- **Rocky Mountain Water Intermediate/Advanced School** – Water Treatment Plant Operator Chrystal Ruby-Carrillo shall be attending the Rocky Mountain Water Intermediate/Advanced School beginning March 21st. The School is a week long course to be held in Longmont. The course will prepare Ms. Ruby-Carrillo to take the Class B Water Operator License.
To: Mayor Engels, City Council, and City Manager

From: Sam Hoover, Public Works Director

Date: March 10, 2016

Re: Bi-weekly Report

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

- Changed banners
- Placed larger signs at the bus stops
- Swept the Parkway
- Performed major maintenance on the street sweeper including, changing the curtains under the pickup head, replacing the impeller, patching or changing metal wear parts
- Performed major maintenance on Unit #16, an International dump truck
- Issued an RFP to stripe the Parkway
- Temporarily repaired the Main Street roadway failure at Annie's
- Started employee evaluations
- Repaired the roof at the Taj
- Performed snow removal
To: Daniel Miera, City Manager
From: Terry Krelle, Police Chief
Date: 03/10/16
Subject: Bi-Weekly Report

Attended Senior Staff Meetings

Completed normal administrative duties, processed and filed paperwork

I attended a DA’s breakfast meeting, LEPC meeting and 911 Authority Board meeting.

I toured the new multi-agency Mobile Incident Command vehicle.

I assisted with the MOU for law enforcement and also made ready the unmarked Tahoe for transfer to the Sheriff’s Office for their use, per the agreement.

I assisted in the technical accident investigation of a fatal bus accident on Gregory.

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

I have assisted Ray with gaining access to the statistical data from the radar signs.

I assisted in the completion of year end 2015 NIBRS reporting.

I am working on the electronic archiving of the past twenty or so years worth of paper reports.
MEMORANDUM

DATE: 10 March 2016
TO: Daniel Miera / City Manager
FROM: Gary Allen / Fire Chief
RE: Activity Report

The Fire Department responded to 69 incidents as of 9 March, 2016 with 7 incidents being out of city, and of those 3 incidents was for Mutual Aid (MA) to other agencies. Following are the activities the department responded to and conducted for this reporting period.

Wednesday 24 Feb, 2016 - 16:42 PM / Medical, 425 Mammoth View Lane
Wednesday 24 Feb, 2016 - 17:30 PM / Fire Alarm, 321 Gregory St.
Friday 26 Feb, 2016 - 05:42 AM / Fire Alarm, 321 Gregory St.
Saturday 27 Feb, 2016 - 02:35 AM / Elevator Rescue, 102 Main St.
Saturday 27 Feb, 2016 - 18:13 PM / Fire Alarm, 321 Gregory St.
Sunday 28 Feb, 2016 - 15:26 PM / Elevator Rescue, 120 Main St.
*Sunday 28 Feb, 2016 - 21:41 PM / MVA, MM 10 Hwy 119 (2 car head-on)
Monday 29 Feb, 2016 - 09:58 AM / Medical, 102 Main St.
Monday 29 Feb, 2016 - 16:02 PM / Medical, 405 Mammoth View Lane
Tuesday 1 March, 2016 - 03:18 AM / Medical, 321 Gregory St.
Friday 4 March, 2016 - 21:33 PM / Medical, 109 Main St.
Saturday 5 March, 2016 - 09:09 AM / Fire Alarm, 142 Lawrence St.
Sunday 6 March, 2016 - 18:58 PM / Medical, 321 Gregory St.
Tuesday 8 March, 2016 - 14:17 PM / Medical, 132 Lawrence St.

Training

Attended the St. Anthony’s Mini Conference at Ameristar in Black Hawk, Sunday and Monday 28 & 29 February.

Attend and conducted Rookie Firefighter classes at Station 2.

Attend and conduct regular department training on Maydays (Trapped or Down Firefighters) and radio procedures for Maydays and calling for assistance.

Attend and conduct monthly department truck and station maintenance at Station 2 on Saturday 5 March.
Meetings

Attended the Colorado State Chiefs quarterly meeting at South Metro Fire District Headquarters in Littleton

Met with Tom Candlin with St. Anthony's Pre-Hospital Services on some training ideas and issues.

Attended the LEPC meeting at Station 2

Attend a special meeting of City Council on Friday 26 February at City hall.

Attended Staff meetings at City Hall.

Attend City Council meetings.

Attended a monthly Operations meeting in Idaho Springs with Gilpin and Clear Creek agencies.

Met with Lt. S. Allen and Captain P. Headrick on some problems and issues with the I am Responding system.

Attend the CCVF Foundation board meeting at Station 1.

Apparatus & Equipment

Took C-31 (2006 Dodge) down to AV-tech Electronics for some electrical repairs in the morning and picked it back up in the late evening.

Met with Bob Glasson with Fired Up Rescue on a checkup of the new Extrication Equipment and break in service oil changes.

It is coming up as time to start taking trucks in for their yearly ISO pump tests and services. We will be scheduling those as soon as practical.

General

Work on Hazard Mitigation plans with Lt. S. Allen and Firefighter Stundon after classes at Ameristar due to deadline.

Spent a lot of time working on the Hazard Risk Mitigation Plans worksheets and met with Daniel on these at the conclusion for submittal to the State for review prior to adoption.

One of the All Hazard plans is the construction of a headquarters station due to the service needs to the people of the city and the need for fire personnel and apparatus that the current station can no longer accommodate.