CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, March 21, 2017 @ 6:00 p.m.
Gilpin County Courthouse
203 Eureka Street, Central City, Colorado

AGENDA

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

6:00pm Council Meeting

1. Call to Order.

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

EXECUTIVE SESSION – Pursuant to C.R.S. Section 24-6-402(4)(b) for legal advice on specific legal questions related to proposed amendments to the Parkway Access Code.
Pursuant to C.R.S. Section 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations; to develop strategy for negotiations and to instruct negotiators regarding potential lease agreements.

RECONVENE REGULAR SESSION – Immediately following the Executive Session

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 14; and
   City Council minutes: March 7, 2017

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. Resolution No. 17-11: A resolution of the City Council of the City of Central, Colorado amending the Volunteer Firefighter Length of Service Award Plan. (Allen)
8. **Resolution No. 17-12**: A resolution of the City Council of the City of Central, Colorado supporting Ballot Question 1A related to the Local Right to Use Municipal Fiber Optic Infrastructure. (McAskin)

9. **Resolution No. 17-13**: A resolution of the City Council of the City of Central, Colorado awarding the BID for the Central City Cemetery Fence Project (RFP 2017-1) and authorizing the City Manager to execute a Services Agreement with S & J Companies LLC d/b/a Ace Fencing. (Hoover)

10. **Ordinance No. 17-02**: An ordinance of the City Council of the City of Central, Colorado amending Ordinance 98-29, an ordinance Organizing the Central City Business Improvement District and Approving the Election of an Initial Board of Directors Therefore (1st reading) (Miera)

**REPORTS**

11. Staff updates –

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

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

**ADJOURN.** Next Council meeting April 4, 2017.

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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: 35,442.07
CALL TO ORDER
A regular meeting of the City Council for the City of Central was called to order by Mayor Heider at 7:05 p.m., in Gilpin County Courthouse on March 7, 2017.

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

Absent: None

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

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
Mayor pro tem Voorhies moved to approve the consent agenda containing the City Council minutes for the meeting on February 21, 2017. Alderman Aiken seconded, and without discussion, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION
David Josselyn, President of Gilpin Arts Association, stated he would like to see more wayfinding signage for the Art Gallery.

PUBLIC HEARING
Ordinance No. 17-01:  An ordinance of the City Council of the City of Central, Colorado amending Section 13-2-120 of the Municipal Code and the water general rates for water service. Utilities Director Nelson reviewed the background for Ordinance No. 17-01 which approves certain amendments to Section 13-2-120 of the Municipal Code (“Water meters”) and amends the Water General rates for water services. One purpose of the Ordinance is to clarify the roles and responsibilities of the City and residents regarding water meters. The other purpose of the
Ordinance is to correct the City’s Water General rates, which were updated with incorrect amounts through Ordinance 16-06. If the proposed Ordinance is adopted by City Council, the correct Water General rates would become effective on March 15, 2017. All other water fees, rates and charges implemented by Ordinance 16-06 will remain effective unless modified in the future by ordinance of City Council.

The City installed water meters on residential and nonresidential properties within its jurisdiction in 2012 for billing purposes. Each property owner owns the water meter for his or her property and is responsible for any damage to or loss of the meter caused by vandalism, malicious mischief, theft, freezing, hot water, tampering, casualty other than ordinary wear and tear or any willful act, neglect, or carelessness of the owner or occupant of the property. However, the City Code allocates responsibility for maintaining those water meters to the City.

The proposed amendments clarify the roles and responsibilities of the property owners and the City regarding the water meters. The amendments make it clear that (1) even though the City maintains the water meters, property owners are responsible for damage to any person or property resulting from the water meter or meter pit; (2) the City will be partially or wholly responsible for damage to or loss of a water meter that is caused by an act or omission of the City as determined by the City Manager; and (3) water meters remain the property of the property owners if the water meters are relocated by the City for the purposes of managing, operating, or maintaining the meters as authorized by the City Code. The changes to the City Code incorporated in Ordinance No. 17-01 were discussed with City Council at the February 7, 2017 work session.

Mayor Heider opened the Public Hearing at 7:14 p.m.

Larry Bartlett, 896 Vernon Drive, questioned if the churches and non-profits have commercial rates. Manager Miera explained that the base rate is tied to the size of the service line and meter which is the same rate as for residential of the same size.

Mike Schick, 892 Vernon Drive, added that small non-profits have very limited use and should not have a commercial rate.

Mayor Heider closed the Public Hearing at 7:16 p.m.

Mayor pro tem Voorhies moved to approve Ordinance No. 17-01: An ordinance of the City Council of the City of Central, Colorado amending Section 13-2-120 of the Municipal Code and the water general rates for water service. Alderman Aiken seconded. In discussion, Alderman Laratta asked if there are any exceptions to these new rules. Manager Miera explained that the potential to opt out was discussed with Council and did not move forward. Mayor pro tem Voorhies added that in the previous rates churches had a residential rate. Manager Miera responded that the City provides water service to all buildings regards of the amount of use and it would be difficult to decide which non-profits are eligible since some non-profits do generate income. Also, the base rate is tied to size of the line and meter with the same base rate per size for both commercial and residential. Attorney McAskin pointed out that the ordinance that set the rates was 16-06 and this proposed ordinance is not about rates except for correcting the water general rates. When Mayor Heider called the question, the motion carried unanimously.

**ACTION ITEMS: NEW BUSINESS**
Main Street Central City Annual Report
Barbara Thielemann, Chair, reviewed the background of the establishment of MSCC, the projects completed and the projects for 2017.

REPORTS
Additional work session items regarding Wayfinding Signage and the 2017 Opera Picnic were discussed. Council consensus was to review the Wayfinding Signage and discuss at a later work session and the Opera Picnic will be held on Main Street in 2017.

COUNCIL COMMENTS
Alderman Laratta thanked Mayor Heider for keeping the Council members informed and updated.

PUBLIC FORUM/AUDIENCE PARTICIPATION
Larry Bartlett, 896 Vernon Drive, on behalf of Prospectors Run thanked the City for getting the light turned off at the Boodle.

Mike Schick, 892 Vernon, offered his opinion that a wire fence is a good option with low maintenance in regards to the work session discussion of the cemetery fence.

Deb Wray, 706 Martin Drive, added that the bucket/pole fence at the cemetery is sturdy and looks good for the area.

Mary Bell, 115 Main Street, questioned the type of wood for the cemetery fence to be used to gain longevity of the fence.

EXECUTIVE SESSION
At 8:10 p.m., Mayor pro tem Voorhies moved to go into 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 potential sale of City-owned property. Alderman Aiken seconded, and without discussion, the motion carried unanimously.

The next regular Council meeting is scheduled for March 21, 2017 at 7:00 p.m.

Kathryn A. Heider, Mayor
Reba Bechtel, City Clerk
AGENDA ITEM # 7
CITY COUNCIL COMMUNICATION FORM

TO: Mayor Heider and Members of City Council
FROM: Gary Allen, Fire Chief
DATE: March 16, 2017 (Meeting Date March 21, 2017)
ITEM: Resolution No. 17-11, A Resolution of the City Council of the City of Central, Colorado Amending the Volunteer Firefighter Length of Award Service Plan

___ ORDNANCE
X MOTION / RESOLUTION
___ INFORMATION

I. REQUEST OR ISSUE: The Central City Fire Department Pension Board approved amendments to the Length of Service Plan (LOS Plan) at their January 24, 2017 meeting. The key modification to the LOS Plan was to allow unclaimed or undistributed funds to revert back to the City vs. being handled in accordance with the Colorado Unclaimed Property Act, Article 13 of Title 38, C.R.S. The unclaimed funds would be earmarked for firefighting, public safety, or other similar purposes. The Separation from Service Plan Distribution Request Form and Beneficiary Designation Form have been modified to reflect the changes to the LOS Plan.

II. BACKGROUND: The City Council originally established the LOS Plan in 2007, and the same was approved by Resolution No. 9, Series 2007. The LOS Plan was amended in 2013 by Resolution No. 13-12. A copy of the amended LOS Plan is attached to Resolution No. 17-11 as Exhibit A.

III. RECOMMENDED ACTION / NEXT STEP: Approve Resolution No. 17-11.

IV. FISCAL IMPACTS: N/A.
V. **LEGAL ISSUES:** None. The City Attorney has reviewed the proposed changes to the LOS Plan and has determined that the same do not conflict with any applicable provisions of Section 457 of the Internal Revenue Code or the Colorado Volunteer Service Award Act, Section 31-30-1201 et seq., C.R.S.

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

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

**PROPOSED MOTION:** "I MOVE TO APPROVE RESOLUTION NO. 17-11, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, AMENDING THE VOLUNTEER FIREFIGHTER LENGTH OF SERVICE AWARD PLAN."
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 17-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO, AMENDING THE VOLUNTEER FIREFIGHTER LENGTH OF
SERVICE AWARD PLAN

WHEREAS, the City’s Volunteer Firefighter Department is dependent upon the
dedication and commitment of its volunteer firefighters to provide a high level of service to the
Central City community; and

WHEREAS, in 2007 the City Council established a length of service award plan (“Plan”)
and authorized the establishment of the City’s volunteer firefighter service award fund (“Fund”); and

WHEREAS, the establishment of the Plan and Fund was approved by the City Council
pursuant to Resolution No. 9, Series of 2007; and

WHEREAS, the Plan was amended in 2013 by Resolution No. 13-12 (the “Amended
Plan”); and

WHEREAS, the City Council desires to amend the Plan’s beneficiary designation
provision consistent with Section 457 of the Internal Revenue Code and as authorized by the
Colorado Volunteer Service Award Act, Section 31-30-1201 et seq., C.R.S. (“Act”); and

WHEREAS, a copy of the Plan, as amended (“Second Amended Plan”), is attached to
this Resolution as Exhibit A and is incorporated herein by reference.

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

Section 1. The City Council hereby adopts the Second Amended Plan, in
substantially the form attached hereto as Exhibit A. The Second Amended Plan shall supersede
the Plan and Amended Plan in all respects. City Staff is directed to take all steps necessary to
implement the Second Amended Plan and continue to manage the Fund in accordance with the
Second Amended Plan and the Act.

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

ADOPTED THIS 21st DAY OF MARCH, 2017.
CITY OF CENTRAL, COLORADO

By: ________________________________
    Kathryn A. Heider, Mayor

ATTEST:

By: ________________________________
    Reba Bechtel City Clerk

APPROVED TO FORM:

By: ________________________________
    Marcus A. McAskin, City Attorney
CITY OF CENTRAL

VOLUNTEER FIREFIGHTER
LENGTH OF SERVICE AWARD PLAN

ARTICLE I

NAME AND PURPOSE

The City of Central hereby adopts the City of Central Volunteer Firefighter Length of Service Award Plan effective January 1, 2008-March 21, 2017. The Plan is established and maintained for the purpose of providing length of Service Awards for qualified volunteer firefighters. This plan is intended to be and comply with a length of service award plan under Internal Revenue Service Code Section 457(e)(11)(A)(ii), as amended. Participation by Volunteer Firefighters shall be subject to the requirements and limitations of said Section 457-(e)-(11) and the applicable regulations promulgated under said Section 457.

ARTICLE II

DEFINITIONS

When used herein, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

2.1 “Accountable Expenses” means expenses incurred by the Participant as a result of being a volunteer firefighter and are considered a necessity in order to sufficiently fulfill the requirements of their position. Expenses included in this definition are individual fire and/or safety equipment or gear such as uniforms, name bars, boots or items for the Participant’s personal vehicle and the cleaning, repair and replacement of these items. The appropriateness of the request shall be at the discretion of the Fire Chief. Membership to a gym or fitness facility will be considered an accountable expense provided the Participant achieves and maintains a basic level of fitness as defined by the Department and in accordance with the Wildland Work Capacity Standards. Items not approved by the Fire Chief will not be considered accountable expenses under this Plan.

2.2 “Beneficiary” means the person designated by the Participant to receive his benefit on his death, the Participant’s estate or any other person whose interest in the Plan is derived from the Participant.

2.3 “Benefit” means a Participant’s entire interest in this Plan consisting of his accrued Service Awards and the deemed earnings on investments made with such Service Awards.
2.4 “City” means the City of Central, Colorado.

2.5 “Code” means the Internal Revenue Code of 1986, as it is presently constituted, as it may be amended, or any successor statute of similar purpose.

2.6 “Effective Date” of this Plan is January 1, 2008.

2.7 “Entry Date” means the first day of each calendar month.

2.8 “Good Standing” means the Participant meets the training and response criteria promulgated by the Division of Fire Safety of the Colorado Department of Public Safety, as may be amended and as determined in the sole discretion and exclusive discretion of the City.

2.9 “Participant” means a Volunteer Firefighter who has satisfied the eligibility requirements as described under Article III and is considered in Good Standing.

2.10 “Plan” means the City of Central Volunteer Firefighter Length of Service Award Plan as set forth in and by this document and all subsequent amendments thereto.

2.11 “Plan Administrator” means the City of Central’s Finance Director or another employee designated by the City Manager.

2.12 “Plan Year” means the calendar year beginning January 1st of each year and ending December 31st of each year.

2.13 “Service Award” means a benefit based on length of service that a Volunteer Firefighter may legally accrue pursuant to the Code and current rulings of the Internal Revenue Service and that, while invested under this Volunteer Service Award Plan is exempt from federal income taxes on both the City’s Contribution and all interest, dividends, and capital gains until the ultimate distribution to the Volunteer Firefighter.

2.14 “Severance from Service” or “Severs from Service” occurs when a volunteer firefighter no longer provides firefighting and prevention services and emergency medical services to the City (including as a result of death or disability). The determination of whether a severance from service occurs shall be made in the sole and exclusive discretion of the City.

2.15 “Volunteer” means an individual whose only compensation for performing firefighting and prevention services and emergency medical services is in the form of:
2.15.1.1 Length of Service Award benefits as described in this Plan, and/or
2.15.1.2 Reimbursement for Accountable Expenses as described in this Plan.

2.16 “Volunteer Firefighter” for the purposes of this Plan means any person now or hereafter providing firefighting and prevention services and emergency medical services as a Volunteer for the City, as determined in the sole and exclusive discretion of the City.

2.17 “Year of Service” means the Volunteer Firefighter has completed twelve consecutive months of firefighting and prevention services and emergency medical services. In general, only whole years of service will be counted for the purpose of determining a Participant’s Service Award. A Participant in his first Plan Year of participation shall be eligible to receive a prorated Service Award if such Participant is a volunteer firefighter in good standing on December 31st of the respective Plan Year. Such pro-ration shall be based on the Volunteer Firefighter’s months of service for the year by applying the ratio of the respective Participant’s months of service over twelve months of service to the Service Award that the respective Participant would be entitled to had he performed a full year of service. Also, to the extent permitted by Section 457(e)(11)(A)(ii), a Participant who is on approved leave of absence, as determined by the City, will be eligible to receive a Service Award and shall be considered in Good Standing.

ARTICLE III

PARTICIPATION

3.1 Eligibility to Participate: Every Volunteer Firefighter shall be eligible to participate in this Plan and shall become a Participant in the Plan on the date they first perform service as a Volunteer Firefighter.

3.2 Military Service: Notwithstanding any provision of this Plan to the contrary, contributions, benefit and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

ARTICLE IV

SERVICE AWARDS, ALLOCATIONS AND VESTING

4.1 Service Awards: In any Plan Year, the City, in its sole and exclusive discretion, may credit any Participant with a Service Award. Such Service Award shall be in an amount determined in the sole and exclusive discretion of the City each Plan Year, within limitations contained in this Plan.
4.2 Eligibility to Receive a Service Award: In order to be eligible to receive a Service Award for any Plan Year, a Participant be in Good Standing on December 31 of the respective Plan Year and must have completed at least thirty-six (36) training hours as approved by the Fire Chief during the Plan Year as well as responded to at least 15% of the calls during the Plan Year. The average number of calls is 400 per year or a minimum of 60 calls per year that a Participant must respond to in order to meet eligibility. This minimum can be adjusted as required by the Fire Chief and/or Plan Administrator annually based upon actual call volume for the year. A Participant who severs from service during any Plan Year will be eligible to receive the prorated portion of the Plan Year's award if he has completed the required training hours on a prorated basis and responded to at least 15% of the calls that have been issued during the Plan Year at the time of severance.

4.3 Annual Service Award Amounts: Annual Service Award amounts shall be allocated to all eligible Participants based on years of service to the Fire Department. The annual award amounts based upon Participant start dates will be as follows:

<table>
<thead>
<tr>
<th>Years of Service as of 12/31/2008</th>
<th>Award Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$600</td>
</tr>
<tr>
<td>2-5</td>
<td>$700</td>
</tr>
<tr>
<td>6-10</td>
<td>$1,000</td>
</tr>
<tr>
<td>11-15</td>
<td>$1,500</td>
</tr>
<tr>
<td>16-20</td>
<td>$2,000</td>
</tr>
<tr>
<td>21+</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

4.4 Maximum Service Award: Excluding deemed earnings credited pursuant to Article V of this Plan, no Service Award may be credited in any Plan Year for a Participant in an amount in excess of three thousand dollars ($3,000) (or as such amount is adjusted under Code Section 457(e)(11)(B)(ii).

4.5 Separate Account: For bookkeeping purposes, the Plan Administrator shall maintain a separate account of the benefit of each Participant that shall show the dollar value of his/her current accrued benefit as of the end of the last Plan Year including deemed interest earnings. The Plan Administrator shall provide each Participant with a statement as to the balance of their account for the succeeding Plan Year no later than May 31st of the following year.

4.6 Valuation and Computation: As of the last day of each Plan Year, the Plan Administrator shall determine the value of each Participant's accrued benefit in the Plan. In addition, when a Participant's benefit becomes distributable to him the Plan Administrator shall make a special computation by which he shall adjust the dollar value of the Participant's benefit to reflect the values determined as of the date that the benefit becomes payable.
4.7 Vesting and General Assets: A Participant will be fully vested in his accrued benefit at all times. The accrued benefits under this Plan will be paid from the general assets of the City. If the City elects to set aside funds to pay the benefits under the Plan, including if such funds are placed in any trust or special account, such funds will remain subject to the City’s general creditors and will not inure to the benefit of any Participant or beneficiary until such funds are distributed to the respective Participant or beneficiary.

ARTICLE V

EARNINGS

5.1 Earnings: On the last day of each Plan Year, and on such other valuations dates as specified in Section 4.4.26 of other applicable section(s) of this Plan, the Plan Administrator will credit the benefit of each Participant in the plan with interest earnings. The earnings will be the amount necessary to increase or decrease the Participant’s benefit to what it would have been had the account actually been invested in the investments already selected by the Plan Administrator under Section 5.2. The earnings will also be adjusted to reflect surrender or other charges that would have been incurred if the benefit had been invested in the investment options. Except for the addition of earnings to a Participant’s benefit under this Section, a Participant’s benefit will not be credited with any earnings, losses or changes in value in any Plan Year.

5.2 Investment Options: The Plan Administrator will determine the best available investment options in which the Participant’s benefit may be invested. The available investment options and the rules for allocating the benefit among such options will be determined by the Plan Administrator in its discretion. The Plan Administrator may, in his discretion, amend the plan’s investment options from time to time on a prospective basis to allow for the highest and most reliable return possible for Participants. The Participant’s benefit will be treated as if invested in those investments selected by the Plan Administrator.

ARTICLE VI

DISTRIBUTIONS

6.1 Distribution Upon Severance From Service: A Participant’s accrued benefit will be paid in a lump-sum distribution to the Participant within fifteen (15) days of providing the Plan Administrator with an executed Separation From Service Plan Distribution Request Form.

The Fire Chief shall inform the Plan Administrator in writing whenever a separation from service has occurred and the effective date of the separation. The Fire Chief will also provide to the Plan Administrator the Participant’s
training hours and response to calls as of the date of separation so that any prorated benefit for the Plan Year can be accrued.

6.2 Distributions After Death: If a participant’s severance from service is the result of his or her death, the Participant’s accrued benefit will be distributed to the Participant’s designated beneficiary in a lump-sum cash distribution within fifteen (15) days of the Plan Administrator’s receipt of a written request for such a disbursement.

6.3 Transfer: A transfer of an Accrued Benefit to an individual retirement plan or other plan subject to Code Section 457 is not permitted.

**Beneficiary Designation:** When a volunteer firefighter becomes a Participant, he may designate a beneficiary and contingent beneficiary to receive his accrued benefit upon his death, using the form provided by the Plan Administrator. If a benefit under this Plan becomes payable on the death of a Participant, payments shall be made to his designated principal beneficiary, if one has been previously designated. If the Participant has not designated a beneficiary, or if the designated beneficiary dies and the Participant has not designated a contingent beneficiary, the undistributed portion of the Participant’s benefit shall be handled in accordance with Article 13, the Unclaimed Property Act, of the Colorado Revised Statutes paid to the City of Central for distribution into the City’s General Fund. Any funds distributed to the City’s General Fund under this Section 6.3 shall be earmarked for firefighting, public safety, or other similar purposes.

6.4 Disbursements to Inactive “Termed” Participants: When a volunteer becomes inactive to the extent that they are terminated from the Department, the same procedure as set out in Section 6.1 will be followed for disbursement of any funds in the Participant’s account.

For the purposes of this Plan, a Participant shall be considered inactive with the Department if there has been no contact with the Participant for a period of three (3) months. When a Participant has not been in contact for three (3) months, the Department shall send the Participant a letter requesting the Participant’s status and reason for inactivity. If no response is received by the Department the Participant shall be terminated from the Department at six (6) months of no contact or activity.

Should a Participant be terminated from the Department and cannot be reached and no current contact information is available to provide the Participant with any Plan disbursement, the funds will be handled in accordance with Article 13, the Unclaimed Property Act, of the Colorado Revised Statutes paid to the City of Central for distribution into the City’s General Fund. Any funds distributed to the City’s General Fund under this
Section 6.4 shall be earmarked for firefighting, public safety, or other similar purposes.

ARTICLE VII

ACCOUNTABLE REIMBURSEMENT AN MILEAGE

7.1 Accountable Expense Reimbursement: In addition to the Annual Length of Service Award, the City shall also reimburse Volunteer Firefighters for Accountable Expenses up to two-hundred and fifty ($250.00) dollars per Plan Year. When a Participant has an expense that is considered to be accountable under this Plan and approved by the Fire Chief, he shall fill out an accountable expense reimbursement form and provide the receipt for said expense to the Plan Administrator. Upon review and acceptance of the request the Plan Administrator shall issue a reimbursement check to the Participant. No reimbursements shall be made in the absence of the related receipt.

7.2 Mileage Reimbursement: Upon becoming eligible to participate in this Plan, each Participant shall provide the Fire Chief with a certification form stating the number of miles from their place of residence to the Fire House located in Central City. Each fire call for which a Participant responds to the Central City Fire House shall be logged at the Fire House and submitted to the Plan Administrator at the end of each quarter. The Plan Administrator shall calculate the number of miles for which each Participant should be reimbursed by multiplying the current approved federal mileage rate by the number of miles between the Participant’s residence by the number of calls responded to in the quarter. The Plan Administrator will than issue a mileage reimbursement check in that amount to the Participant. Participants shall be made aware at the end of each Plan Year that by receiving mileage reimbursement their mileage to calls should not be reported on individual taxes.

ARTICLE VIII

ADMINISTRATION

8.1 General: The Plan Administrator shall be responsible for the day-to-day operation of the Plan. The Plan Administrator shall operate and administer the Plan in a manner consistent with the terms contained herein.

8.2 Administrative Powers: The Plan Administrator shall have the exclusive right and discretionary authority, to the fullest extent provided by law, to construe and interpret the Plan, including the supplying of omissions in accordance with the intent of the Plan, deciding questions of eligibility, determining the amount of the award, manner and time of payment of any benefits hereunder, and to
authorize the payment of benefits. The Plan Administrator shall keep all records and accounts that may be necessary in the administration and conduct of this Plan.

ARTICLE IX

CITY OBLIGATIONS

The adoption and continuance of the Plan shall not be deemed to constitute a contract between the City and any volunteer firefighter or Participant, or to be a consideration for, or inducement or condition of, the employment of any person. Nothing in this Plan shall be construed to mean that any volunteer firefighter or Participant is an employee of the City under relevant federal, state or local law.

ARTICLE X

AMENDMENT AND TERMINATION

At any time the City may amend or terminate this Plan. In the event of termination, no additional Service Awards shall be accrued and the accrued benefits of the Participants may either be paid pursuant to the plan or may be distributed in lump-sum payments upon termination as determined by the City.

ARTICLE XI

MISCELLANEOUS

11.1 Text To Control: The headings of articles and sections are included solely for convenience of reference. If any conflict between heading and the text of this Plan exists, the text shall control.

11.2 Notices: Whenever provision is made in the Plan that a Participant may exercise any option of election or designate any beneficiary, the action of such Participant will be evidenced by a written notice signed by the Participant and delivered to the Plan Administrator in person or by certified mail. If a form is furnished by the Plan Administrator for such purpose, a Participant will be given written notice of his exercise of any option or election or of his or her beneficiary on the form provided for such purpose. Written notice will not be deemed filed and will not be effective until received by the Plan Administrator.

11.3 Gender and Number: The masculine gender shall include the feminine and the singular shall include the plural.

11.4 Severability: In any provision of this Plan is illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provision. On the contrary, such remaining provisions shall be fully severable and this Plan shall
be construed and enforced as if such illegal or invalid provisions had never been a part of this Plan.

11.5 Jurisdiction: This Plan shall be construed and administered under the laws of the State of Colorado to the extent that the laws of that jurisdiction are not in conflict with Federal substantive law.

APPROVED 6th this 21st day of August, 2013 March, 2017 by the City Council of the City of Central at City Hall, 141 Nevada Street, Central City, Colorado.

CITY OF CENTRAL, COLORADO

Ron Engels, Mayor

Plan adopted: Resolution No. 9, Series 2007

Plan amended: Resolution No. 13-12, dated August 6, 2013

Plan amended: Resolution No. 17- , dated March 21, 2017
AGENDA ITEM # 8
CITY COUNCIL COMMUNICATION FORM

TO: Mayor Heider and Members of City Council
FROM: Marcus McAskin, City Attorney
DATE: March 15, 2017 (Meeting Date March 21, 2017)
ITEM: Resolution No. 17-12

___ ORDINANCE
X MOTION / RESOLUTION
___ INFORMATION

I. REQUEST OR ISSUE: Resolution 17-12 ("Resolution") reflects the City Council's support of a YES vote on ballot question #1A at the April 4, 2017 special mail ballot election.

II. BACKGROUND: The City Council previously approved ballot question #1A for the April 4, 2017 special mail ballot election through adoption of Resolution 17-03. When it enacted Article 27, Title 29 of the Colorado Revised Statutes, the State Legislature removed from cities the authority to provide high-speed internet, telecommunications services, and/or cable television services in partnership with public or private sector entities using fiber optic infrastructure. However, the statute allows cities to restore that authority through voter approval, and ballot question #1A asks residents to reauthorize the City to use fiber optic infrastructure to provide services such as those described above.

III. RECOMMENDED ACTION / NEXT STEP: Approve Resolution No. 17-12.

IV. FISCAL IMPACTS: N/A.
V. **LEGAL ISSUES:** The City Council is allowed to take a position on any ballot issue and issue a resolution reflecting that position pursuant to the Colorado Fair Campaign Practices Act (C.R.S. § 1-45-111). Resolution 17-12 establishes the City’s position in favor of a YES vote on ballot question #1A.

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

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

**PROPOSED MOTION:** "I MOVE TO APPROVE RESOLUTION NO. 17-12, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO SUPPORTING BALLOT QUESTION 1A RELATED TO THE LOCAL RIGHT TO USE MUNICIPAL FIBER OPTIC INFRASTRUCTURE."
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 17-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, SUPPORTING BALLOT QUESTION 1A RELATED TO THE LOCAL RIGHT TO USE MUNICIPAL FIBER OPTIC INFRASTRUCTURE

WHEREAS, the use of fiber optic infrastructure in many communities has proven to substantially, if not dramatically, increase residential and business Internet speeds and enhance other telecommunication services; and

WHEREAS, until 2005, municipalities throughout Colorado enjoyed the right and authority to use municipal fiber optic infrastructure to provide high-speed Internet, advanced telecommunications, and cable television services to their residences and businesses; and

WHEREAS, in 2005, the State Legislature enacted Senate Bill 05-152 (codified at Title 29, Article 27, C.R.S.) to directly revoke and deny all Colorado municipalities the right to use municipal facilities, improvements, and fiber optic infrastructure to provide high-speed Internet, advanced telecommunications, and cable television services to residents and businesses; and

WHEREAS, Senate Bill 05-152 limits the ability of Colorado cities to provide a wide spectrum of telecommunications services, including free internet services in city buildings, libraries and community buildings; and

WHEREAS, S.B. 05-152 expressly authorizes every local government to submit a ballot question to the local voters to reauthorize and reclaim the local right to use the municipal fiber optic infrastructure to provide high-speed Internet, telecommunications, and cable television services to residents and businesses; and

WHEREAS, the City Council has approved a ballot question to be placed on the April 4, 2017 special mail ballot asking the voters to reauthorize the City to directly or indirectly provide with public or private sector partners high-speed internet, telecommunications services, and/or cable television services to residents, businesses, schools, libraries, non-profit entities and other users; and

WHEREAS, ballot question #1A is not seeking a tax increase and does not prevent existing cable and telecommunications providers from continuing to provide services to their existing and new customers; and

WHEREAS, although the City does not currently own any municipal fiber optic infrastructure, future construction and use of such infrastructure would likely increase competition and potentially decrease costs of services to residents and businesses by providing opportunities to both public and private sector partners to use the City’s fiber optic infrastructure to deliver services to residents and businesses; and

WHEREAS, cities should have local control on critical issues such as the telecommunication needs of the community, and the City Council finds that this important issue should be decided at the local level as a matter of self-determination; and
WHEREAS, the City Council further finds that the City should have the right to fully leverage community-owned infrastructure in order to explore a variety of options to make such infrastructure available to serve the broadband needs of City residents, businesses, schools, libraries and other users; and

WHEREAS, if ballot question #1A is approved by the voters, the City would be exempted from a state law that otherwise restricts the City’s ability to explore ways in which to improve the community’s broadband capabilities.

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

Section 1. The City Council hereby supports ballot question #1A and urges A YES VOTE at the April 4, 2017 special mail ballot election.

Section 2. This Resolution shall be effective immediately upon adoption.

ADOPTED THIS 21st DAY OF MARCH, 2017.

CITY OF CENTRAL, COLORADO

By: ____________________________
Kathryn A. Heider, Mayor

ATTEST:

By: ____________________________
Reba Bechtel City Clerk

APPROVED TO FORM:

By: ____________________________
Marcus A. McAskin, City Attorney
AGENDA ITEM # 9

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Heider and Members of City Council
FROM: Marcus McAskin, City Attorney
DATE: March 16, 2017 (Meeting Date March 21, 2017)
ITEM: Resolution No. 17-13

ORDINANCE  
X  MOTION / RESOLUTION  
   INFORMATION

I. REQUEST OR ISSUE: Resolution 17-13 ("Resolution") approves a services agreement between the City and S & J Companies LLC (d/b/a Ace Fencing) to construct buck and rail fencing and several gates along portions of Eureka Street, Upper Apex Valley Road, Bald Mountain Road and Columbine Campground Road.

II. BACKGROUND: All-terrain and other off-highway vehicles (collectively "OHVs") have been trespassing on private property and driving over gravesites in the historic cemeteries located in the vicinity of Eureka Street, Upper Apex Valley Road, Bald Mountain Road, and Columbine Campground Road. The first three roads are within the City’s jurisdiction, and the forth is located in unincorporated Gilpin County.

In order to prevent further trespass and potential property damage by the OHVs, the City and Gilpin County are proposing to jointly construct buck and rail fencing and install gates that allow access to the private properties along the rights-of-way identified above. Gilpin County has agreed to pay for a portion of the cost of constructing the gates and fences, and the City and Gilpin County will enter into a Memorandum of Understanding to memorialize that agreement.

IV. **FISCAL IMPACTS:** N/A.

V. **LEGAL ISSUES:** N/A

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

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

**PROPOSED MOTION:** "I MOVE TO APPROVE RESOLUTION NO. 17-13, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, AWARDING THE BID FOR THE CENTRAL CITY CEMETARY FENCE PROJECT (RFP 2017-1) AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH S & J COMPANIES LLC D/B/A ACE FENCING."
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 17-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, AWARDING THE BID FOR THE CENTRAL CITY CEMETERY FENCE PROJECT (RFP 2017-1) AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICES AGREEMENT WITH S & J COMPANIES LLC DBA ACE FENCING

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

WHEREAS, all-terrain and other off-highway vehicles have been trespassing on private property along portions of Eureka Street, Upper Apex Valley Road, Bald Mountain Road and the Columbine Campground Road ("Public Roads") and driving over gravesites in historic cemeteries located in that vicinity; and

WHEREAS, these portions of the Public Roads are partially within the City’s jurisdiction and partially within the jurisdiction of unincorporated Gilpin County; and

WHEREAS, the Public Roads are public rights of way; and

WHEREAS, the City desires to construct fences along portions of Public Roads in order to prevent damage to private property and historic landmarks in the area; and

WHEREAS, on or about February 6, 2017 the City solicited proposals for the Central City Fence Project ("Project") in accordance with Colorado law by posting a request for proposals ("RFP") on the Rocky Mountain E-Purchasing System; and

WHEREAS, the City and Gilpin County have agreed to share the costs of the Project and will enter into a Memorandum of Understanding to document the sharing of such costs (the "Fence MOU"); and

WHEREAS, it is the desire of the City Council, after full consideration of the bids submitted and the recommendation of the City’s Public Works Director, to award the bid for the Project to S & J Companies LLC, which operates under the registered tradename of Ace Fencing ("Contractor"); and

WHEREAS, it is in the best interest of the City to award the bid for the Project to the Contractor in the not to exceed amount of Forty-Three Thousand Dollars ($43,000.00), based on the prices set forth in the Contractor’s bid proposal (Bid Alternate #1 – Buck and Pole Fencing) and the estimated work quantities associated with the Project, to complete the work in accordance with applicable specifications; and

WHEREAS, the City desires to enter into a services agreement with the Contractor to have the Contractor perform the work described with particularity in the RFP (the "Agreement"),
a copy of which is attached to this Resolution as Exhibit I and is incorporated herein by reference.

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

Section 1. The City Council hereby: (a) awards the Project to the Contractor in the not to exceed amount of Forty-Three Thousand Dollars ($43,000.00); (b) authorizes the City Attorney to finalize and to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Agreement as may be appropriate that do not substantially increase the obligations of the City; (c) authorizes the City Manager to execute the Agreement on behalf of the City; and (d) authorizes the City Manager to execute the Fence MOU with the County when the same has been reviewed and approved as to form by the City Attorney.

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

ADOPTED THIS 21st DAY OF MARCH, 2017.

CITY OF CENTRAL, COLORADO

By: ________________________________
     Kathryn A. Heider, Mayor

ATTEST:

By: ________________________________
     Reba Bechtel City Clerk

APPROVED TO FORM:

By: ________________________________
     Marcus A. McAskin, City Attorney
SERVICES AGREEMENT
FOR THE FOLLOWING PROJECT:

CEMETERY FENCE PROJECT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of __________, 2017 ("Effective Date"), by and between the CITY OF CENTRAL CITY, COLORADO, a Colorado home rule municipal corporation (the "City"), and S & J COMPANIES LLC, a Colorado limited liability company d/b/a ACE FENCING with offices at 278 Cherokee Trail, Hartsel, CO 80449 (the "Contractor"). The City and the Contractor may be collectively referred to as the "Parties" and each individually as "Party".

RECITALS AND REPRESENTATIONS:

WHEREAS, the Contractor operates under the registered tradename of Ace Fencing; and

WHEREAS, the City issued RFP 2017-01 (the "RFP") to solicit bids for the Central City Cemetery Fence Project (the "Project") on or about February 6, 2017; and

WHEREAS, the Contractor, through Ace Fencing, submitted a bid to the City to complete the Project in response to the RFP; and

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

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

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

1. LINE OF AUTHORITY: The City Public Works Director or his designee (the "City Authorized Representative") is designated as the City Authorized Representative for the purpose of administering, coordinating, and approving the work performed by the Contractor under this Agreement. For purposes of this Agreement, the Contractor’s designated representative is Sandy
Jones, Ace Fencing Managing Member (the “Contractor Authorized Representative”).

2. SCOPE OF SERVICES: Contractor shall perform all services described in the proposal submitted to the City on or about February 21, 2017 attached to this Agreement as Exhibit A (the “Services” or “Scope of Services”) diligently and professionally and in a manner satisfactory to the City Authorized Representative. As set forth in Section 3 below, it is currently anticipated that the Contractor will initiate the performance of the Services after March 15, 2017 and will complete the same on or before April 30, 2017.

The City may, from time to time, request changes to the Scope of Services to be performed hereunder. If agreed to by both Parties, Contractor will, within a reasonable time period, provide to the City in writing a price and modification to services for the proposed addition to Services. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, when mutually agreed upon between the City and Contractor, shall become an amendment to and part of this Agreement, provided any such change is in writing and signed by the City Authorized Representative and by the Contractor Authorized Representative.

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

Whenever the terms of the Scope of Services conflict with, or propose different terms than the terms of this Agreement, the provisions of this Agreement shall expressly control.

3. COMPENSATION FOR SERVICES: In consideration for the provision of Services described in Exhibit A, the City agrees to compensate the Contractor based on the following:

a. In consideration for the completion of the Services specified herein by Contractor, the City shall pay Contractor a lump sum in accordance with the estimated cost for completion of the Project set forth in Exhibit A. Except as may be agreed upon by the City and Contractor through written change orders as described in Section 2 above, in no event shall the total fees and expenses paid to Contractor under this Agreement exceed Forty-Three Thousand Dollars ($43,000.00) (the “Not to Exceed Figure”). The City and Contractor may mutually agree, however, to modify or amend the Scope of Services, in which case the Contractor and City may amend this Agreement to include such additional services and compensation based on the agreed upon fee for such additional services.

b. The City shall pay Contractor one hundred percent (100%) of the Not to Exceed Figure set forth above in a single lump sum payment within thirty (30) days of the date on which the installation of the gates and fences as specified in Exhibit A has been completed to the full satisfaction of the City Authorized Representative. To the extent that the City Authorized Representative identifies any punch-list items, the Contractor shall complete same to the
satisfaction of the City Authorized Representative prior to the City authorizing final payment to the Contractor.

4. TERM: It is mutually agreed by the Parties that the term of this Agreement shall commence as of the Effective Date and terminate on May 31, 2017, unless earlier terminated by the terms of this Agreement. The City Manager is authorized to extend the term of this Agreement should a longer time period be needed to complete performance of the Services. This Agreement shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the City’s satisfaction with all services received during the preceding term.

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

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

7. INDEMNIFICATION: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever. The Contractor shall defend, indemnify and hold harmless the City, its elected officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, in any way resulting from or arising from this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the negligence of City’s elected officials, officers, directors, agents, and employees. Contractor’s defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the Contractor to defend in litigation, indemnify or insure the City against liability arising out of the death or bodily injury to person or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.

8. INSURANCE: The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor’s minimum
statutory and legal obligations arising under this Agreement, including the indemnification obligations set forth in Section 7. At a minimum, Contractor shall maintain the following polices of insurance:

- Worker’s Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.

- Comprehensive General Liability Insurance with minimum combined single limits of One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) in the aggregate.

- Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than of One Million Dollars ($2,000,000) each occurrence with respect to each of the Contractor’s owned, hired and non-owned vehicles assigned to or used in performance of the Services.

All policies of insurance obtained by the Contractor shall provide that the insurer will give the City a minimum of thirty (30) calendar days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this Section 8. The Contractor shall be solely responsible for any insurance deductible. The Contractor’s failure to obtain and continuously maintain policies of insurance in accordance with this Section shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or nonperformance of this Agreement.

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

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

11. CITY REVIEW OF RECORDS: The Contractor agrees that, upon a reasonable request of the City Authorized Representative, at any time during the term of this Agreement or three (3) years thereafter, will make available for inspection and audit upon request by the City Authorized Representative, those books and records of the Contractor’s Services performed under this Agreement. Nothing construed herein shall be construed as a requirement that Contractor shall provide its financial records determined to be proprietary by the Contractor. The Contractor shall maintain such records until the expiration of the three (3) years following the end of the term of this Agreement.
12. OWNERSHIP OF DOCUMENTS: Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Central City upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

13. TERMINATION:

a. City Unilateral Termination: The City shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least sixty (60) calendar days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports which are considered to be documents subject to the Colorado Open Records Act shall become the City's property. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor. The Contractor’s indemnification obligations hereunder shall survive termination of this Agreement.

b. Termination for Non-Performance: Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 13.b., a “reasonable time” shall be not less than five (5) business days. In the event of a failure to timely cure non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses if any. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the effective date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this Section 13.b., nothing in this Section 13.b. shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.
14. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

To the City: Central City
Attn: City Manager
141 Nevada Street
P.O. Box 249
Central City, CO 80427

With a copy to: Michow Cox & McAskin LLP
City Attorney for Central City
6530 S. Yosemite St., Ste. 200
Greenwood Village, CO 80111

To the Contractor: S & J Companies LLC
d/b/a Ace Fencing
P.O. Box 400
Hartsel, CO 80449

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

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

16. ILLEGAL ALIENS: 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 the Contractor does not employ any illegal aliens. If the Contractor is not accepted into the basic pilot program, the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted, or this Agreement had been completed, whichever is earlier. The 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 the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the
subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The 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. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The 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 the Contractor violates this provision, the City may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.

17. GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Gilpin, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

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

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

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

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

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

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

IN WITNESS WHEREOF, the City and the Contractor have executed this Services Agreement as of the above date.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.
CONTRACTOR: S & J COMPANIES LLC, a Colorado limited liability company, d/b/a ACE FENCING

BY: ____________________________________________________________

Name: ________________________________________________________
Title: _________________________________________________________

DATE: ______________________, 2017

STATE OF COLORADO  )
COUNTY OF ___________)

The above Services Agreement was acknowledged before me this __ day of __________, 2016
by __________________ as the __________________ of S & J COMPANIES LLC, a Colorado
limited liability company, d/b/a ACE FENCING. Witness my hand and official seal.

My commission expires: ______________________

[SEAL]

Notary Public

CITY OF CENTRAL, a home rule municipality of the State of Colorado

BY: ______________________________
    Daniel R. Miera, City Manager

DATE: ______________________, 2017

ATTEST: ______________________________

DATE: ______________________, 2017

REVIEWED BY: Marcus McAskin, City Attorney
Exhibit A
Scope of Services

Contractor shall construct a Buck and Rail wooden fence and install eight (8) heavy duty twelve-foot tube gates along portions of Eureka Street, Upper Apex Valley Road, Bald Mountain Road and the Columbine Campground Road using the following specifications:

Gates:

1. Gates shall be heavy-duty tube gates.
2. Gates will be constructed of 2-inch 16-gauge tubing.
3. Each gate will have six horizontal rails.
4. Each gate will be 50 inches in height.
5. Gates shall be 12 feet in length.
6. Each gate will have a forest green powder coat.

Bid Alternate #1 - Buck and Pole Fence:

1. Poles should be cut 12 feet long and have a minimum 3-inch diameter.
2. Bucks are to be spaced 10 feet apart.
3. Fir poles should not exceed 12 feet in length with buck spacing at 10 feet.
4. Brace poles (4-inch-minimum diameter) should be placed on every fifth buck, except in steep or heavy snow areas where every panel may need to be braced.
5. Buck sticks are mitered for a close fit and strength.
6. The buck-and-pole fence should be modified for wildlife by using three instead of four poles per panel and reducing the total height.
7. On exposed areas with severe winds, buck sticks may be spread farther apart (80°).
Rider Pole Detail:

Rider poles 3" minimum diameter.

Notch and flatten poles to fit bucks with half of nail length in each.

Brace and Rub Pole:

Drive two 60d nails at each joint and blind with No. 9 wire.
Bid alternate #1: Construct a Buck and Rail wooden fence and install (8) heavy-duty twelve-foot tube gates along portions of Eureka Street, Upper Apex Valley Road, Bald Mountain Road and the Columbine Campground Road.

**TOTAL NOT TO EXCEED PRICE:** Forty Three Thousand Dollars ($43,000.00).
Fencing and Gate Locations:

Legend

A = 380 ft.
B = 754 ft.
C = 769 ft.
D = 1,023 ft.
E = 1,369 ft.

= Gate
AGENDA ITEM # 10
CITY COUNCIL COMMUNICATION FORM

FROM: Daniel Miera, City Manager

THROUGH: Marcus McAskin, City Attorney

DATE: March 16, 2017 (for March 21, 2017 meeting)

ITEM: Ordinance 17-02 Amending Prior City Ordinance No. 98-29

I. REQUEST OR ISSUE: Ordinance No. 17-02 amends Ordinance No. 98-29 29 titled “AN ORDINANCE ORGANIZING THE CITY OF CENTRAL BUSINESS IMPROVEMENT DISTRICT AND APPROVING THE ELECTION OF AN INITIAL BOARD OF DIRECTORS THEREFORE” (the “Prior Ordinance”). The Prior Ordinance organizing the Central City Business Improvement District (“CCBID”) was approved by City Council on December 15, 1998 and was recorded on May 21, 2003 at Reception No. 117343 in the County records.

II. RECOMMENDED ACTION / NEXT STEP: Approve Ordinance No. 17-02 on first reading and schedule a public hearing and second reading of the Ordinance on a time and date certain.

Currently, it is anticipated that second reading of the Ordinance will occur on Tuesday, April 4th at 7:00 p.m.

III. BACKGROUND INFORMATION:

The Prior Ordinance organized the CCBID, established the initial boundaries and service area of the CCBID, and provided for a five (5) member elected Board of Directors for the CCBID. Section 7 of the Prior Ordinance reads in full as follows:
Section 7. The owner of any property who, hereafter, seeks a permit from the City to construct or operate a commercial enterprise on any parcel not included within the District but located within the boundaries of the City as it now exists or may exist in the future shall receive substantial benefits for the particular parcel of property from the existence and improvements of the District in rough proportionality to the costs associated with inclusion into the District. Therefore, as a condition of receiving such City permit, the property shall be included into the District, unless sufficient evidence of lack of benefit is presented to the City Council.

Section 7 of the Prior Ordinance conflicts with C.R.S. § 31-25-1220, which establishes the manner in which property may be included into the boundaries of the CCBID. C.R.S. § 31-25-1220 establishes a voluntary petition process wherein the owners of property proposed to be included into the boundaries of the District may file a written petition with City Council, requesting that such property be included into the District.

The City does not have the power to unilaterally include property into the boundaries of the CCBID without adhering to the petition process set forth in state law.

Additional background information is attached to this CCF as Attachment A and Attachment B, referenced below.

Nothing in Ordinance No. 17-02 affects the provisions of C.R.S. § 31-25-1208(3) which provides that "[i]f the property tax classification of any tract of land lying within the service area of any district organized under the provisions of this part 12 has been or is changed from residential or agricultural to any other classification, such lands and the personal property thereon shall no longer be excluded from the boundaries of said district and shall be subject to all obligations, liens, or charges of such district on and after January 1 of the year following such change."

This statutory provision establishes that if property within the service area of a business improvement district and classified as residential or agricultural for tax purposes becomes commercial property, the property shall be automatically included into the boundaries of the business improvement district on January 1 of the year following the change in classification.

As additional background information, City Council has been provided with a copy of the Prior Ordinance and with a copy of the Business Improvement District Act (C.R.S. §§ 31-25-1201 et seq.) under separate cover.

IV. **FISCAL IMPACTS:** None.

V. **LEGAL ISSUES:** None. C.R.S. § 31-25-1204 vests City Council with jurisdiction to amend the Prior Ordinance.

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A
VII. SUMMARY AND ALTERNATIVES: City Council has the following options:

(1) Adopt Ordinance No. 17-02 on first reading, as may or may not be amended;

(2) Direct staff to make revisions to the Ordinance and schedule consideration of the Ordinance on a future City Council agenda for first reading; or

(3) Reject or deny the Ordinance.

RECOMMENDED MOTION: “I MOVE TO APPROVE ORDINANCE NO. 17-02, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AMENDING ORDINANCE NO. 98-29, AN ORDINANCE ORGANIZING THE CENTRAL CITY BUSINESS IMPROVEMENT DISTRICT AND APPROVING THE ELECTION OF AN INITIAL BOARD OF DIRECTORS THEREFORE ON FIRST READING, AND FURTHER MOVE THAT SECOND READING AND PUBLIC HEARING ON THE ORDINANCE BE SCHEDULED FOR TUESDAY, APRIL 4, 2017, AT 7:00 PM TO BE HELD AT THIS LOCATION.”

Attachments:

- Ordinance 17-02 (for first reading)

Attachment A – KOA letter dated August 12, 2016
Attachment B – CCBID response email dated December 20, 2016
August 12, 2016

Central City Council
C/O Daniel Miera, City Manager
141 Nevada Street
P.O. Box 249
Central City, CO 80427

Subject: Inclusion into the Central City Business Improvement District

Dear Central City Council,

I received a letter from Central City on July 1, 2016 requesting that I either petition for inclusion of the property owned by Whispering Pines, LLC (a.k.a. the KOA Campground) into the Central City Business Improvement District, or provide the City with information supporting my decision refusing to do so.

Please accept this response as my position statement in support of my refusal to petition for inclusion of the KOA into the BID, as well as my request of the City to repeal Section 7 of City Resolution 16-13 and Section 7 of City Ordinance 98-29.

My position is based on the following facts:

A. The KOA existed as a commercial property within the boundaries of the City before and after the organization of the BID, and the BID did not identify or include the KOA within its boundaries during organization.

B. The Business Improvement District Act does not require a commercial property which is not included within the boundaries of a Business Improvement District, but located within the boundaries of a City, to petition for inclusion into a Business Improvement District.

C. The KOA did not seek a permit for, nor did it participate in the construction of the new on and off ramps providing access to and from the Central City Parkway near the KOA.

D. The BID and the City have asserted that the KOA is especially benefited by the existence of the Parkway in general, and specifically the new access ramps, and is therefore subject to the BID property tax of 85 mills. Even if a claim were assumed to be true that benefits are being provided to the KOA by the BID, any such benefits are irrelevant in this case.
E. Requiring the KOA, which currently holds all required permits and licensing to legally conduct business on its property, to petition for inclusion into the BID as a condition for maintaining the same permitting and licensing or acquiring the same in the future would constitute a *taking*, and would violate the U.S. Constitution.

F. Imposing an additional property tax mill levy on the KOA without the property owner being afforded the right to vote on such a tax increase under TABOR would violate the Colorado Constitution.

G. Section 7 of City Resolution 16-13 follows from Section 7 of City Ordinance 98-29, and if enforced by the City, both provisions would be unconstitutional. Therefore, the City Council should repeal any and all language from all City documents.

For the reasons provided above, the KOA refuses to petition for inclusion into the BID. Furthermore, the KOA urges the City Council to repeal Section 7 from City Resolution 16-13 and Section 7 from City Ordinance 98-29.

If you have any questions, please let me know.

Sincerely,

Charles Spencer  
Member
ATTACHMENT B

From: Paul Cockrel <pcockrel@CCCFIRM.COM>
Sent: Tuesday, December 20, 2016 10:33 AM
To: Central City Manager
Cc: Sarah Luetjen; Joe Behm; Marcus McAskin
Subject: RE: CCBID Position on KOA Issue (Petition for Inclusion)

Dan-
After review of Whispering Pines’ letter dated August 12, 2016 and discussions with District representatives, please be advised that the District acknowledges that Section 31-25-1220, C.R.S. does not authorize the City to unilaterally include the KOA Campground property into the District, effectively nullifying the City’s obligations with respect to this property only under Section 4.7 of the Intergovernmental Agreement between the District and the City. If you have any question, please advise.

Paul Cockrel
Collins Cockrel & Cole
390 Union Boulevard, Suite 400
Denver, Colorado 80228-1556
303.986.1551 Telephone
303.218.7196 Direct Dial
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From: Paul Cockrel
Sent: Tuesday, December 6, 2016 2:06 PM
To: 'Central City Manager'
Cc: Sarah Luetjen; Joe Behm; Marcus McAskin
Subject: RE: CCBID Position on KOA Issue (Petition for Inclusion)

Dan-
Please excuse the delay in responding. I need to confirm one matter with Joe, then will send a formal response on behalf of the District. I will say now that this matter seems to be an exceptional circumstance and should be considered as such by both the City and the District. Thanks

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CITY OF CENTRAL, COLORADO
ORDINANCE 17-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO AMENDING ORDINANCE NO. 98-29, AN ORDINANCE
ORGANIZING THE CENTRAL CITY BUSINESS IMPROVEMENT DISTRICT
AND APPROVING THE ELECTION OF AN INITIAL BOARD OF DIRECTORS
THEFORE

WHEREAS, City Council previously adopted Ordinance No. 98-29 titled “AN
ORDINANCE ORGANIZING THE CITY OF CENTRAL BUSINESS IMPROVEMENT
DISTRICT AND APPROVING THE ELECTION OF AN INITIAL BOARD OF DIRECTORS
THEFORE” (the “Prior Ordinance”); and

WHEREAS, the Prior Ordinance organizing the Central City Business Improvement
District (the “District”) was approved by City Council on December 15, 1998 and was recorded
on May 21, 2003 at Reception No. 117343 in the real property records of Gilpin County,
Colorado; and

WHEREAS, C.R.S. § 31-25-1204 vests City Council with jurisdiction to amend the
Prior Ordinance; and

WHEREAS, Section 7 of the Prior Ordinance reads in full as follows:

Section 7. The owner of any property who, hereafter, seeks a permit
from the City to construct or operate a commercial enterprise
on any parcel not included within the District but located
within the boundaries of the City as it now exists or may
exist in the future shall receive substantial benefits for the
particular parcel of property from the existence and
improvements of the District in rough proportionality to the
costs associated with inclusion into the District. Therefore,
as a condition of receiving such City permit, the property
shall be included into the District, unless sufficient evidence
of lack of benefit is presented to the City Council.

WHEREAS, City Council desires to amend the Prior Ordinance to remove Section 7 in
its entirety given that Section 7 of the Prior Ordinance conflicts with C.R.S. § 31-25-1220, which
establishes the manner in which property may be included into the boundaries of the District; and

WHEREAS, C.R.S. § 31-25-1220 establishes a voluntary petition process wherein the
owners of property proposed to be included into the boundaries of the District may file a written
petition with City Council, requesting that such property be included into the District; and
WHEREAS, City Council desires to clarify that the City does not have the power to condition the issuance of any permit to any commercial enterprise within the City on the property owner(s) executing a petition for inclusion seeking inclusion of the property owned by the property owner(s) into the boundaries of the District; and

WHEREAS, the City Council is not vested with authority under the Business Improvement District Act to otherwise unilaterally include property into the boundaries of the District.

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

Section 1. City Council finds and determines that it is vested with jurisdiction to amend the Prior Ordinance pursuant to C.R.S. § 31-25-1204.

Section 2. Nothing in this Ordinance shall be deemed to affect the proper operation of C.R.S. § 31-25-1208(3).

Section 3. The City Clerk is directed to file a certified copy of this ordinance with the County Clerk and Recorder of Gilpin County, Colorado for recording.

Section 4. Safety Clause. The City Council of the City of Central hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Central, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 5. 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 21st day of March, 2017, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

__________________________
Kathryn A. Heider, Mayor

Approved as to form:

__________________________
Marcus McAskin, City Attorney
ATTEST:

Reba Bechtel, City Clerk

PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the ___ day of ________________, 2017.

CITY OF CENTRAL, COLORADO

___________________________
Kathryn A. Heider, Mayor

ATTEST:

___________________________
Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on ____________, 2017.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on ____________, 2017.
Development
1) GIS Services – Revised parcel layer has been released along with some utility lines
   a. Correcting parcel boundaries
2) Comp Plan/Zoning Code / Design Guidelines —
   i. Next meeting will be held on March 22nd – Land Use Code
3) CDBG – Resilience Project.
   a. Final Steering Committee Meeting held – March 16th
4) Wayfinding Signage – Message being evaluated.
5) Cemetery fence project —
   a. Draft letter to adjacent owners prepared
   b. Will schedule join City/County meeting once contractor is selected
6) Marijuana Suspension – Options/data being pursued
7) UNC Survey – Event impact for businesses and citizens underway
8) Enterprise Zone – Central City and unincorporated Gilpin County inclusion into the Northwest Enterprise Zone was approved by the Economic Development Commission on March 16th.
   a. A MOU with AGNC (Associated Governments of Northwest Colorado) will be coming before Council soon.
   b. A business engagement meeting will held soon to promote the benefits of the program.
9) Various initial development/building inquires addressed.

Historic Preservation
1) Belvidere Theater
   a. RFP – Expected to be released this week
   b. Contractor to pursue other funding opportunities contacted
2) Washington Hall RFP – Work continues
   a. Paint analysis contractor contacted
3) Historic Preservation Tax Credits – Now promoted on City website
4) HPC Cases YTD- 3

Code Enforcement
1) Work continues on reported violations
   a. Court Case YTD – 1 conviction/fine

IT/Web/Audio Visual
1) Website, Facebook and Twitter internal administration continues.
2) Channel 20 – Taken down temporarily due to City Hall repair
3) Comp Plan / Resilience Project tab added has been updated with latest information
4) Projects Update tab added to Com Dev Page
Events / Marketing

1) Billboard
2) Central City App – Mobil Town Guide developed and can be download – “Mobile Town Guide Central City”
   a. Working on an interactive walking tour of the City
   b. All business directories uploaded
   c. Graphic art images have been created and uploaded
3) Short Promotional Videos are planned with two firms as well as the Opera
4) Central City Opera Picnic Options being pursued
5) A pressed penny machine will be installed in the Visitor Center
6) Mainstreet Central City
   a. Mini-grant pursued –
      i. training –
      ii. façade project reimbursement –
      iii. Commercial Building Inventory
7) Creating Full 2017 Marketing Plan
   a. 118 Radio Spots purchased to promote Central City
   b. June – Sept. - 950am Altitude Sports, Kool105, Mix 100 & 92.5 Wolf

Staffing

1) Evaluating addition contractor services for Belvidere and Special Projects
2) Management of consultant contracts
3) Ongoing employee wellness program.
To: Mayor Heider, City Council, and City Manager Miera
From: Reba Bechtel, City Clerk
Date: March 21, 2017
Re: Bi-weekly Report

- Municipal Court 3/13 processing.
- Appointed 4 election judges and scheduled judges training.
- Responded to Open Records Request.
- Issued building permit for 330 Lawrence (Tyvek house) for siding/window replacement.
- Ongoing processing business license renewals with a new feature to renew online from the City website.
- Misc information regarding: sign permits, special events, building permits, code questions, HP, records response, liquor, and marijuana.
To: Daniel R. Miera, City Manager
Cc: Mayor and Council
From: Abigail R. Adame, Finance Director
Date: March 21, 2017
Re: Staff Report

➢ Finance

- Continued providing information to the State Auditor team regarding the Historic Preservation Fund.
- Continued preparing information for the 2016 audit.
- Met with the State Auditor’s team and reviewed 2014 Historic Preservation financial data.
- Coordinated the request for proposal bid opening for two projects (cemetery fencing and City Hall repairs).

➢ Human Resources

- Met with Moody’s Insurance representatives and reviewed the City’s 2015/2016 year-end analysis.
To: Mayor Heider, City Council, and City Manager

From: Sam Hoover, Public Works Director

Date: March 16, 2017

Re: Bi-weekly Report

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

- Worked with legal to prepare the Cemetery Fence Project Contract
  - Selected vendor
  - Selected fence type (Buck and Pole)

- Worked with legal to prepare the City Hall Remodel Project Contract
  - Selected contractor (Rapid Restoration and Construction)
  - Coordinated IT work for council chambers

- Xcel changed street lights from Quartz-Halogen to LED on 3/15
  - Zero upfront cost to the City
  - 4% savings on street light bill

- City crews began repairing street light grounds on 40 poles located along the Parkway

- Prepared an inventory of PW tools and equipment

- Installed Spring Banners

- Washed delineators and signs

- Performed street sweeping