CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, April 16, 2019 @ 7:00 p.m.
141 Nevada Street, Central City, Colorado
AGENDA

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

7:00pm Council Meeting

1. Call to Order.

2. Roll Call.  Mayor: Jeremy Fey  Mayor Pro-Tem: Judy Laratta  Council members: Jeff Aiken, Jackie Mitchell, Jack Hidahl

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 April 9; and
City Council minutes: April 2, 2019

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. 19-07: A resolution of the City Council of the City of Central, Colorado, conditionally consenting to the assignment of the Morrise Ranch/Gold Mountain Development Agreement dated May 17, 2011 to Global Funding Partners. (McAskin)

8. Resolution No. 19-08: A resolution of the City Council of the City of Central, Colorado approving engineering-related Professional Service Agreement with Miller Engineers, Inc. d/b/a Souder, Miller & Associates. (Hoover)

9. Resolution No. 15-09: A resolution of the City Council of the City of Central, Colorado, memorializing that the installation of new or replacement sidewalks in a natural grey concrete with a broom finish within the Downtown Commercial Core will be consistent with the 2017 Central City Design Guidelines. (Hoover)
10. Resolution No. 19-10: A resolution of the City Council of the City of Central, Colorado, approving a Nonexclusive Revocable License Agreement with the Colorado Division of Water Resources for Certain City-Owned Property Situate in Clear Creek County. (Beard)

REPORTS –

11. Staff updates

COUNCIL COMMENTS – limited to 5 minutes each member.

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

EXECUTIVE SESSION – Pursuant to C.R.S. 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations and to instruct negotiators regarding proposed amendments to 1999 Growth IGA (Intergovernmental Agreement dated September 29, 1999)

ADJOURN. Next Council meeting May 7, 2019.

Posted 4/11/2019

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: 87,441.91
CALL TO ORDER
A regular meeting of the City Council for the City of Central was called to order by Mayor Fey at 6:00 p.m., in City Hall on April 2, 2019.

ROLL CALL
Present: Mayor Fey
Mayor pro tem Laratta
Alderman Aiken
Alderman Mitchell
Alderman Hidal

Absent: None

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

Pledge of Allegiance was recited by all present.

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

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

CONSENT AGENDA
Mayor pro tem Laratta moved to approve the consent agenda containing the regular bill lists through March 20 and the City Council minutes for the meetings on March 19 and 27, 2019. Alderman Mitchell seconded, and without discussion, the motion carried unanimously.

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

ACTION ITEMS: NEW BUSINESS
Historic Preservation Commission Appointment
Mayor Fey stated that Mr. Schoenradt had been very active in the City in various organizations.
Alderman Aiken moved to appoint Ed Schoenradt to serve as the alternate on the Historic Preservation Commission. Alderman Mitchell seconded, and without discussion, the motion carried unanimously.

Resolution No. 19-07: A resolution of the City Council of the City of Central, Colorado regarding the Morrone Ranch/Gold Mountain Development Agreement dated May 17, 2011. Attorney McAskin reviewed the background as follows:

At the specific request of the property owners of the Morrone Ranch/Gold Hill property, this Resolution has been prepared and memorializes the position of the City Council that the Development Agreement dated May 17, 2011 and recorded on October 24, 2011 at Reception No. 145097 in the real property records of Gilpin County, Colorado (the “Agreement”) is considered null and void. The Agreement addresses the contemplated future development of certain property commonly referred to as Morrone Ranch or Gold Mountain, as such property is more particularly identified in the Agreement as the “Annexed Property” (the “Property”). The Property is owned of record by Gloria Morone and Gina Melstrom (together, the “Owners”). The Agreement contemplated the Owners’ sale of the Property to Wedgewood Heights Development Company, LLC, a Colorado limited liability company (the “Developer”). The City is in receipt of executed affidavits from the Owners, copies of which are attached to the Resolution as Exhibit 1. The affidavits generally recite the following:

(a) The Owners and Developer have failed to reach mutual agreement as to the Owners’ sale of the Property to Developer;
(b) No form of joint venture or partnership exists as between the Owners and Developer;
(c) The Owners have terminated discussions with Developer related to the Property;
(d) The Developer has not acquired any legal interest in the Property from the Owners;
(e) The Owners do not intend to sell any portion of the Property to Developer;
(f) The Owners consider the Agreement null and void; and
(g) The Owners are actively pursuing discussions with other third parties related to acquiring the Property from Owners.

Approximately eight years have passed since the Owners, Developer and the City entered into the Agreement. Section 11.1 of the Agreement sets forth that time is of the essence of the Agreement. Section 6.1 of the Agreement states that “[n]otwithstanding anything to the contrary in this Agreement, Developer shall have no obligations or rights under this Agreement until such time as Developer has acquired the Property.”

Mark Van Ark, representative for the property owners, stated that the owners would like to request to table this resolution to have time to work with the City and have a plan to move forward prior to a dissolution.

Mayor pro tem Laratta moved to table Resolution No. 19-07: A resolution of the City Council of the City of Central, Colorado regarding the Morrone Ranch/Gold Mountain Development Agreement dated May 17, 2011 and recorded on October 24, 2011 at Reception No. 145097 in the real property records of Gilpin County, Colorado (the “Agreement”) is considered null and void. The Agreement addresses the contemplated future development of certain property commonly referred to as Morrone Ranch or Gold Mountain, as such property is more particularly identified in the Agreement as the “Annexed Property” (the “Property”). The Property is owned of record by Gloria Morone and Gina Melstrom (together, the “Owners”). The Agreement contemplated the Owners’ sale of the Property to Wedgewood Heights Development Company, LLC, a Colorado limited liability company (the “Developer”). The City is in receipt of executed affidavits from the Owners, copies of which are attached to the Resolution as Exhibit 1. The affidavits generally recite the following:

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(b) No form of joint venture or partnership exists as between the Owners and Developer;
(c) The Owners have terminated discussions with Developer related to the Property;
(d) The Developer has not acquired any legal interest in the Property from the Owners;
(e) The Owners do not intend to sell any portion of the Property to Developer;
(f) The Owners consider the Agreement null and void; and
(g) The Owners are actively pursuing discussions with other third parties related to acquiring the Property from Owners.

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(a) The Owners and Developer have failed to reach mutual agreement as to the Owners’ sale of the Property to Developer;
(b) No form of joint venture or partnership exists as between the Owners and Developer;
(c) The Owners have terminated discussions with Developer related to the Property;
(d) The Developer has not acquired any legal interest in the Property from the Owners;
(e) The Owners do not intend to sell any portion of the Property to Developer;
(f) The Owners consider the Agreement null and void; and
(g) The Owners are actively pursuing discussions with other third parties related to acquiring the Property from Owners.

Approximately eight years have passed since the Owners, Developer and the City entered into the Agreement. Section 11.1 of the Agreement sets forth that time is of the essence of the Agreement. Section 6.1 of the Agreement states that “[n]otwithstanding anything to the contrary in this Agreement, Developer shall have no obligations or rights under this Agreement until such time as Developer has acquired the Property.”

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Mayor pro tem Laratta moved to table Resolution No. 19-07: A resolution of the City Council of the City of Central, Colorado regarding the Morrone Ranch/Gold Mountain Development Agreement dated May 17, 2011 and recorded on October 24, 2011 at Reception No. 145097 in the real property records of Gilpin County, Colorado (the “Agreement”) is considered null and void. The Agreement addresses the contemplated future development of certain property commonly referred to as Morrone Ranch or Gold Mountain, as such property is more particularly identified in the Agreement as the “Annexed Property” (the “Property”). The Property is owned of record by Gloria Morone and Gina Melstrom (together, the “Owners”). The Agreement contemplated the Owners’ sale of the Property to Wedgewood Heights Development Company, LLC, a Colorado limited liability company (the “Developer”). The City is in receipt of executed affidavits from the Owners, copies of which are attached to the Resolution as Exhibit 1. The affidavits generally recite the following:

(a) The Owners and Developer have failed to reach mutual agreement as to the Owners’ sale of the Property to Developer;
(b) No form of joint venture or partnership exists as between the Owners and Developer;
(c) The Owners have terminated discussions with Developer related to the Property;
(d) The Developer has not acquired any legal interest in the Property from the Owners;
(e) The Owners do not intend to sell any portion of the Property to Developer;
(f) The Owners consider the Agreement null and void; and
(g) The Owners are actively pursuing discussions with other third parties related to acquiring the Property from Owners.

Approximately eight years have passed since the Owners, Developer and the City entered into the Agreement. Section 11.1 of the Agreement sets forth that time is of the essence of the Agreement. Section 6.1 of the Agreement states that “[n]otwithstanding anything to the contrary in this Agreement, Developer shall have no obligations or rights under this Agreement until such time as Developer has acquired the Property.”

Mark Van Ark, representative for the property owners, stated that the owners would like to request to table this resolution to have time to work with the City and have a plan to move forward prior to a dissolution.
Development Agreement dated May 17, 2011. Alderman Aiken seconded, and without discussion, the motion carried unanimously.

REPORTS
Manager Miera informed Council that since the March 19th meeting, staff has had several communications with the Opera regarding the use of the Teller lot for the Welcome Picnic on June 24th and due to their operational needs, the Teller lot will not be available for use.

Alderman Aiken moved to hold the 2019 Opera Picnic at WCR Park. Mayor pro tem Laratta seconded, and without discussion, the motion carried unanimously.

COUNCIL COMMENTS
Alderman Hidahl questioned the progress for the window repairs at the Belvidere and also the gaps along the sidewalk/building at the Teller House and Assay office entrance slope.

Alderman Aiken noted that our community been impacted by the recent deaths of Don Olhausen, Tim Casey, and Linda Jones.

Mayor Fey thanked Public Works for their prompt action with bollard installation at the Scarlett’s building and placing the mirror for extra visibility coming from Burion Street.

PUBLIC FORUM/AUDIENCE PARTICIPATION
Phillip Delvin, developer with the Morrone project, stated that preliminary plans are for residential rather than a commercial destination resort.

EXECUTIVE SESSION
At 6:30 p.m., Mayor pro tem Laratta moved to go into and reconvene the Executive Session pursuant to Section 24-6-402(4)(b) to ask specific legal questions related to the March 19, 2019 correspondence from counsel for the Central City Business Improvement District and further moved to reconvene the April 2, 2019 regular City Council meeting at the conclusion of the executive session for the sole purpose of adjourning the April 2nd regular meeting. Alderman Aiken seconded, and without discussion, the motion carried unanimously by a vote of 5-0.

At approximately 8:23 p.m. the Executive Session was concluded and Mayor Fey announced that the participants in the executive session had been: Mayor Jeremy Fey, Mayor pro tem Laratta, Alderman Jeff Aiken, Alderman Jackie Mitchell, Alderman Jack Hidahl, City Manager Daniel Miera, and City Attorney Marcus McAskin.

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

There being no concerns, Mayor pro tem Laratta moved to adjourn the April 2\textsuperscript{nd} regular City Council meeting. Alderman Aiken seconded, and without discussion, the motion to adjourn was approved unanimously at 8:24 p.m.

The next Council meeting is scheduled for April 16, 2019 at 7:00 p.m.

Jeremy Fey, Mayor

Reba Bechtel, City Clerk
AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Fey and Members of City Council
FROM: Ray Rears, Community Development Director
THROUGH: Marcus McAskin, City Attorney
DATE: April 11, 2019 (for April 16, 2019 City Council meeting)
ITEM: Resolution No. 19-07

___ ORDINANCE
X  MOTION / RESOLUTION
___ INFORMATION

I. REQUEST OR ISSUE:

City Council tabled consideration of Resolution No. 19-07 (the “Resolution”) at the April 2, 2019 regular meeting. At the specific request of the property owners of that portion of the Morrone Ranch/Gold Hill property that has been annexed to the City, the Resolution has been amended and memorializes the City Council’s consent to the assignment of the Development Agreement dated May 17, 2011 and recorded on October 24, 2011 at Reception No. 145097 in the real property records of Gilpin County (the “Development Agreement”) to Global Funding Partners LLC, a Delaware limited liability company (“GFP”).

A copy of the Development Agreement is attached to this CCF for City Council’s review and reference.

The Development Agreement addresses the contemplated future development of certain property commonly referred to as Morrone Ranch or Gold Mountain, as such property is more particularly identified in the Agreement as the “Annexed Property” (the “Property”). The
Property is owned of record by Gloria Morrone and Gina Melstrom (together, the "Owner").

The Owner and GFP have executed that certain Assignment and Assumption of Development Agreement (the "Assignment"). A copy of the executed Assignment is attached to the Resolution as Exhibit 1.

II. BACKGROUND:

The City Council's consent to the Assignment is required. Section 11.10 of the Development Agreement states, in relevant part, that:

"Subject to the City's prior consent, which consent shall not be unreasonably withheld, Developer and Owner shall have the right to assign or transfer all or any portion of their interests, rights or obligations under this Agreement to third parties acquiring an interest or estate in the Property, including, but not limited to, purchasers or long term ground lessees of individuals lots, parcels, or of any improvements now or hereafter located within the Property."

(emphasis added).

The Development Agreement contemplated the Owner's sale of the Property to Wedgewood Heights Development Company, LLC, a Colorado limited liability company ("Wedgewood"). Based upon affidavits previously provided to the City and the City's independent review of Gilpin County assessor records, Wedgewood has not acquired any legal interest in the Property from the Owner. Section 6.1 of the Agreement states that "[n]otwithstanding anything to the contrary in this Agreement, [Wedgewood] shall have no obligations or rights under this Agreement until such time as [Wedgewood] has acquired the Property."

Given that Wedgewood has not acquired any interest in the Property in the approximate eight (8) years since the Development Agreement was executed, the Assignment contemplates that both Owner's and Developer's rights and obligations under the Agreement, with respect to the Property, are being assigned to GFP. In the Assignment, GFP specifically accepts the assignment of the Development Agreement and agrees to "... assume all of Owner's and Developer's rights and obligations under the Agreement as pertain to the Property."

A copy of the executed Assignment is attached to the Resolution as Exhibit 1. The Assignment generally sets forth the following:

- The Assignment will not be effective unless and until GFP acquires the Property from Owner;
- The City's prior consent to the Assignment is required;
- The Assignment will be held in escrow by Heritage Title (in Boulder, CO) pending GFP's acquisition of the Property at a closing held for that purpose ("Closing"); and
- The Assignment will be recorded in the real property records of Gilpin County, Colorado at Closing.
III. RECOMMENDED ACTION / NEXT STEP: City Staff is recommending that City Council consent to the Assignment on the condition that the Closing occurs on or prior to Monday, May 20, 2019. If GFP has not acquired the Property on or prior to that date, the City Council’s consent to the Assignment (as set forth in the Resolution) shall be deemed automatically revoked and of no further force or effect. City Staff is also recommending that City Council condition consent to the Assignment on GFP or the Owner reimbursing the City in full for any and all fees of the City Attorney related to the City Attorney’s review of the Assignment and related costs.

Subject to those two conditions, City Staff is recommending that City Council approve Resolution No. 19-07.

IV. FISCAL IMPACTS: None.

V. LEGAL ISSUES: None.

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. 19-07, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, CONDITIONALLY CONSENTING TO THE ASSIGNMENT OF THE MORRONE RANCH/GOLD MOUNTAIN DEVELOPMENT AGREEMENT DATED MAY 17, 2011 TO GLOBAL FUNDING PARTNERS LLC."
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 19-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO CONDITIONALLY CONSENTING TO THE ASSIGNMENT OF THE MORRONE RANCH/GOLD MOUNTAIN DEVELOPMENT AGREEMENT DATED MAY 17, 2011 TO GLOBAL FUNDING PARTNERS LLC

WHEREAS, the City is a party to that certain Development Agreement dated May 17, 2011 and recorded on October 24, 2011 at Reception No. 145097 in the real property records of Gilpin County, Colorado (the “Agreement”); and

WHEREAS, the Agreement pertains to the contemplated future development of certain property commonly referred to as Morrone Ranch or Gold Mountain, as such property is more particularly identified in the Agreement; and

WHEREAS, the property identified as the “Annexed Property” in the Agreement (hereafter, the “Property”) is owned of record by Gina Melstrom and Gloria Morroone (collectively, the “Owner”); and

WHEREAS, the Agreement identifies Wedgewood Heights Development Company, LLC (“Wedgewood”) as the Developer; and

WHEREAS, Section 6.1 of the Agreement states that “[n]otwithstanding anything to the contrary in this Agreement, [Wedgewood] shall have no obligations or rights under this Agreement until such time as [Wedgewood] has acquired the Property”; and

WHEREAS, based upon information presented to the City by the Owner and a review of Gilpin County property records, Wedgewood has not acquired any interest in the Property; and

WHEREAS, the Owner desires to assign the Agreement to Global Funding Partners LLC, a Delaware limited liability company (“GFP”); and

WHEREAS, specifically, the Owner desires to assign all of Owner’s rights and obligations under the Agreement and all of Developer’s rights and obligations under the Agreement to GFP, as such rights and obligations specifically pertain to the Property; and

WHEREAS, GFP desires to accept the assignment of the Agreement and specifically desires to assume all of Owner’s and Developer’s rights and obligations under the Agreement as pertain to the Property; and

WHEREAS, the Owner and GFP have delivered an executed copy of that certain Assignment and Assumption of Development Agreement (the “Assignment”) to the City, a copy of which is attached to this Resolution as Exhibit 1; and
WHEREAS, the City’s prior consent to the Assignment is required by Sec. 11.10 of the Agreement; and

WHEREAS, the Assignment sets forth that:

- The Assignment will not be effective unless and until GFP acquires the Property;
- The City’s prior consent to the Assignment is required;
- The Assignment will be held in escrow by Heritage Title (in Boulder, CO) pending GFP’s acquisition of the Property at a closing held for that purpose (“Closing”);
- The Assignment will be recorded in the real property records of Gilpin County, Colorado at Closing; and

WHEREAS, the Owner, GFP and the City have a mutual interest in seeing the Property put to beneficial and productive use; and

WHEREAS, City Council desires to consent to the Assignment on the condition that the Closing occurs on or prior to Monday, May 20, 2019 (the “Outside Closing Date”); and

WHEREAS, City Council also desires to condition its consent to the Assignment on the Owner or GFP reimbursing the City for all expenses of the City Attorney related to the preparation of this Resolution, review of the Assignment, and related costs (together “City Attorney Expenses”);

WHEREAS, if GFP has not acquired the Property from Owner on or before the Outside Closing Date, the consent to the Assignment set forth in this Resolution shall be deemed automatically revoked and of no further force or effect.

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

Section 1. Recitals Incorporated. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. City Conditional Consent to Assignment. The City Council hereby consents to the assignment of the Agreement to GFP in substantially the form attached to this Resolution as Exhibit 1, on the condition that GFP acquires the Property from Owner and that the Closing occurs on or before the Outside Closing Date, and subject to the condition that the City Attorney Expenses are paid to the City in full prior to Heritage Title releasing the Assignment from escrow for recording. The City Council hereby authorizes the Mayor to execute the “Acknowledgment” signature block set forth on page four of the Assignment, following review and approval as to the form of Assignment by the City Attorney. The City Attorney shall be authorized to communicate directly with the Owner and GFP, and either of their respective attorneys, regarding requested revisions to the Assignment. If GFP has not acquired the Property prior to the Outside
Closing Date, the City’s consent to the Assignment memorialized in this Resolution shall be
deemed automatically revoked and of no further force or effect.

Section 3. Effective Date. This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 16th DAY OF April, 2019.

CITY OF CENTRAL, COLORADO

Jeremy Fey, Mayor

Approved as to form:

Marcus A. McAskin, City Attorney

ATTEST:

Reba Bechtel, City Clerk
EXHIBIT 1
ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT
(attached)
ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this “Agreement”), dated as of April 11, 2019 (the “Execution Date”) is made by and between Gina M. Melstrom and Gloria M. Morrone (together, the “Owner” or “Assignor”) and Global Funding Partners LLC, a Delaware limited liability company, having a principal office address of 675 Cochrane Dr., East Tower, 6th Floor, Markham, Ontario, Canada L3R 0B8. (“Assignee”).

RECITALS

WHEREAS, Assignor and the City of Central, a home rule municipality of the State of Colorado (“City”) are parties to that certain Development Agreement dated May 17, 2011 and recorded on October 21, 2011 at Reception No. 145097 in the real property records of Gilpin County, Colorado (the “Development Agreement”);

WHEREAS, the Development Agreement grants the Developer rights and obligations pertaining to the contemplated future development of the certain property commonly referred to as Morrone Ranch or Gold Mountain, as such property is more particularly described in the Development Agreement (the “Property”);

WHEREAS, the Development Agreement contemplates the sale of the Property by the Assignor to Wedgewood Heights Development Company, LLC (“Wedgewood”);

WHEREAS, Section 6.1 of the Development Agreement states, in relevant part, that “[a]nnotwithstanding anything to the contrary [in the Development Agreement], [Wedgewood] shall have no obligations or rights under [the Development Agreement] until such time as [Wedgewood] has acquired the Property”;

WHEREAS, Wedgewood never acquired any interest in the Property;

WHEREAS, Assignee has entered into an agreement with Assignor to purchase the Property;

WHEREAS, in accordance with the terms of the Development Agreement, the parties hereto desire to evidence the assignment, transfer, conveyance, and delegation (as applicable), of all of Owner’s and Developer’s obligations, rights, and interest to Assignee as they relate specifically to the “Annexed Property” as particularly described in Exhibit B to the Development Agreement.

NOW, THEREFORE, for and in consideration of the representations, warranties, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to such terms in the Development Agreement.
2. Assignor does hereby assign, transfer, convey, and delegate (as applicable) to Assignee, its successors and assigns, effective as of the Execution Date, any and all of Owner’s and Developer’s obligations, rights, and interests as they relate specifically to the “Annexed Property” as particularly described in Exhibit B to the Development Agreement.

3. Assignee hereby accepts the foregoing assignment and expressly, absolutely and unconditionally assumes and agrees to perform and discharge any and all of Owner’s and Developer’s rights, obligations, liabilities, duties and burdens required to be performed or satisfied on and after the Execution Date, as provided above.

4. Pursuant to Section 6.1 of the Development Agreement, Assignor expressly represents that Wedgewood has no obligations or rights under the Development Agreement. Therefore, Assignor has the right to assign Owner’s and Developer’s interests in the Development Agreement to Assignee as contemplated herein.

5. Pursuant to Section 11.10 of the Development Agreement, the City’s prior consent is required for this Agreement to become effective. Failure of the City to consent to this Agreement shall render it null and void, and of no legal effect. In executing the acknowledgement of consent to assignment signature block set forth below, the City provides its consent to the assignment of the Development Agreement to Assignee as set forth in this Agreement.

6. This Agreement shall not become effective until Assignee acquires the Property. Should Assignee fail to acquire the Property for any reason, this Agreement shall become null and void, and of no legal effect.

7. Should Assignee not acquire the Property on or before May 20, 2019, the City’s consent to this Agreement shall be deemed automatically revoked without any further action.

8. Following approval and execution of this Agreement by Assignor and Assignee, and written acknowledgement of this Agreement set forth below by the City, this Agreement will be held in escrow by Heritage Title in Boulder, Colorado, pending Assignee’s acquisition of the Property.

9. This Agreement will be recorded in the real property records of Gilpin County, Colorado immediately following recording of the vesting deed for the Property (the “Effective Date”).

10. On and after the Effective Date, and in accordance with Section 3.2 of the Development Agreement, the City shall be permitted to amend or terminate the Development Agreement only by mutual written consent of the City and Assignee (as the successor-in-interest to Owner and Developer).

11. The terms of the Development Agreement are incorporated herein by this reference. In the event of any conflict between any term of the Development Agreement and any term hereof, the terms of this Agreement shall govern.
12. Assignor and Assignee agree, at each party’s own expense, to execute and deliver such further instruments of transfer, assignment and assumption and to take such other action as such other party hereto may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

13. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof.

14. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto.

15. In the event that any court of competent jurisdiction shall finally determine that any provision, or any portion thereof, contained in this Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court determines it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall determine any such provision, or portion thereof, wholly unenforceable, all other provisions of this Agreement shall nevertheless be unaffected and remain in full force and effect.

16. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Colorado, without giving effect to the conflict of law principles thereof. Any suit, action or proceeding with respect to this Agreement shall be brought exclusively in the state courts of Gilpin County, Colorado.

17. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

18. The recitals contained above are incorporated herein by reference as if fully set forth herein.

19. If any party hereto shall commence any action or proceeding against the other party that arises out of the provisions hereof or to recover damages as the result of an alleged breach of any of the provisions hereof, the court of competent jurisdiction or arbitrator shall award the prevailing party recovery from the nonprevailing party of all reasonable costs incurred in connection therewith, including reasonable attorneys’ fees.

20. This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, facsimile and electronically transmitted signatures shall be deemed originals for all purposes.

[Signature Page to Follow]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR/OWNER:

GLORIA M. MORRONE

By: ___________________________
Name: _________________________

GINA M. MELSTROM

By: ___________________________
Name: _________________________

ASSIGNEE:

GLOBAL FUNDING PARTNERS LLC,
a Delaware limited liability company

By: ___________________________
Name: Joseph Bressi
Title: Member

ACKNOWLEDGEMENT OF CONSENT TO ASSIGNMENT:

CITY OF CENTRAL, COLORADO

By: ___________________________

Jeremy Fey, Mayor, authorized by
Resolution No. 19-07

[Signature Page to Assignment and Assumption of Development Agreement]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR/OWNER:

GLORIA M. MORRONE

By: ________________
Name: ________________

GINA M. MELSTROM

By: ________________
Name: ________________

ASSIGNEE:

GLOBAL FUNDING PARTNERS LLC,
a Delaware limited liability company

By: ________________
Name: ________________
Title: ________________

ACKNOWLEDGEMENT OF CONSENT TO ASSIGNMENT:

CITY OF CENTRAL, COLORADO

By: ________________
Jeremy Fey, Mayor, authorized by
Resolution No. 19-07

[Signature Page to Assignment and Assumption of Development Agreement]
AGENDA ITEM # 8

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Fey and Members of City Council
FROM: Sam Hoover, Public Works Director
THROUGH: Marcus McAskin, City Attorney
DATE: April 8, 2019 (meeting date April 16, 2019)
ITEM: Resolution No. 19-08

___ ORDINANCE
X MOTION / RESOLUTION
___ INFORMATION

I. REQUEST OR ISSUE: Resolution 19-08 ("Resolution") approves a Professional Services Agreement (for On-Call Engineering Services) with Miller Engineers, Inc. d/b/a Souder, Miller & Associates (the "Consultant").

II. BACKGROUND: The City contemplates that it will require environmental consulting services and civil engineering consulting and design services from time to time, including but not limited to engaging a qualified firm to assist the City with an update to the City's existing Stormwater Master Plan ("SMP"). The SMP update will include an updated and re-prioritized project list for capital improvements.

The Consultant has been determined to be eligible and qualified to provide the on-call engineering services to the City. City Staff desires to engage the Consultant to provide the on-call engineering services for and on behalf of the City, subject to the terms and conditions of the Professional Services Agreement (On-Call Engineering Services) (the "Agreement"), a copy of which is attached to the Resolution as Exhibit A.
The Agreement establishes a not-to-exceed (NTE) cap on Consultant compensation at twenty thousand dollars ($20,000.00). No work will be performed by Consultant unless and until specific work is authorized pursuant to an approved “Task Order.” The form of Task Order is incorporated into the Agreement.

III. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution No. 19-08.

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. 19-08: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING ENGINEERING-RELATED PROFESSIONAL SERVICE AGREEMENT WITH MILLER ENGINEERS, INC. D/B/A SOUDER, MILLER & ASSOCIATES."

**Attachments:**

1. Resolution No. 19-08
2. Professional Services Agreement (attached to Resolution as **Exhibit A**).
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 19-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING ENGINEERING-RELATED PROFESSIONAL SERVICE AGREEMENT WITH MILLER ENGINEERS, INC. D/B/A SOUDER, MILLER & ASSOCIATES

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

WHEREAS, the City contemplates that it will require environmental consulting services and civil engineering consulting and design services from time to time, including but not limited to engaging a qualified firm to assist the City with an update to the City's existing Stormwater Master Plan, to include an updated and re-prioritized project list for capital improvements; and

WHEREAS, Miller Engineers, Inc. d/b/a Souder, Miller & Associates (the "Consultant") has been determined to be eligible and qualified to provide on-call engineering services to the City; and

WHEREAS, City desires to engage the Consultant to provide the on-call engineering services for and on behalf of the City, subject to the terms and conditions of the Professional Services Agreement (On-Call Engineering Services) (the "Agreement"), a copy of which 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: (a) approves the Agreement in substantially the form attached hereto as Exhibit A; (b) approves NTE Consultant compensation of twenty thousand dollars ($20,000.00) for the initial term of the Agreement; (c) authorizes the City Manager and City Attorney to negotiate non-substantive changes to the Agreement, provided that the non-substantive changes do not increase the financial obligations of the City; and (d) authorizes the City Manager to execute the Agreement on behalf of the City, following the review and approval as to form by the City Attorney.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 3. Effective Date. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CENTRAL by a vote of _____ in favor and _____ against this ___ day of April, 2019.
CITY OF CENTRAL, COLORADO

By:____________________________________
Jeremy Fey, Mayor

ATTEST:

By:____________________________________
Reba Bechtel, City Clerk

APPROVED AS TO FORM:

By:____________________________________
Marcus A. McAskin, City Attorney
Exhibit A
Professional Services Agreement
(Miller Engineers, Inc. d/b/a Souder, Miller & Associates)
CITY OF CENTRAL
PROFESSIONAL SERVICES AGREEMENT
Independent Contractor
Time & Materials – Not to Exceed Contract

Project/Services Name: On-Call Engineering Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between MILLER ENGINEERS, INC., a New Mexico corporation d/b/a SOUDER, MILLER & ASSOCIATES, whose business address is 5610 Ward Road, Suite 130, Arvada, CO 80002 (the "Consultant") and the CITY OF CENTRAL, COLORADO, a home rule municipality of the State of Colorado (the "City"). The City and the Consultant may be collectively referred to herein as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, the City contemplates that it will require environmental consulting services and civil engineering consulting and design services from time to time, including but not limited to assisting the City with an update to the City’s existing Stormwater Master Plan, to include an updated and re-prioritized project list for capital improvements; and

WHEREAS, the Consultant has been determined to be eligible and qualified to provide on-call engineering services to the City; and

WHEREAS, the on-call services to be provided to the City by the Consultant will be identified as the specific need arises; and

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

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1.0 SERVICES AND CONSULTANT PERFORMANCE

1.1 Basic Services. The Consultant’s schedule of fees and charges that shall be applicable to the work and services provided to the City under this Agreement is attached hereto as Exhibit 1 and is incorporated herein by reference. The Consultant shall provide and be compensated for a scope of services ("Services"), which shall be set forth in one or more written Task Order(s) issued pursuant to this Agreement in substantially the form attached to this Agreement as Exhibit 2, which Task Order(s) shall set forth the specific tasks to be performed ("Tasks"), time schedule to be followed ("Time Schedule"), products to be delivered to City ("Deliverables") and the estimated charges that are to be made ("Charges"). Unless otherwise agreed, the Charges shall be calculated using the fees set forth in Exhibit 1. The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified by the terms of a subsequent Task Order. Where Charges are "not to exceed" a specified sum, the Consultant shall notify the City when the Consultant has a
reasonable basis to anticipate that Charges will exceed the "not to exceed" surr
and shall not continue to provide the Services beyond such specified "not to exceed" sum unless the City authorizes an increase in the sum, in writing by a
subsequent Task Order executed by the City Manager. Changes in conditions
including, without limitation, changes in laws or regulations occurring after the
budget is established or other circumstances beyond the Consultant's contro
may be a basis for equitable adjustments in the budgeted Charges and Time
Schedule which adjustments shall only be made in writing by a subsequent Task
Order, prior to commencement of any additional work based upon such change
in conditions, executed by the City Manager or her designee.

1.2 Additional Services. The City may, in writing, request the Consultant to provide
the City with certain additional special services ("Additional Services") not
covered by the Services as outlined above. These Additional Services may
include, but not be limited to any services not included under any authorized
Task Order; provided that any Additional Services must be approved in writing, in
advance, by the City Manager or her designee. The City reserves the right to
request proposals from the Consultant and any other firm or entity under contrac:
of the City for on-call engineering, project management and/or construction
management services in order to compare the labor mix and estimated number
of hours with qualifications in determining award.

1.3 Authorized Representatives. For purposes of this Agreement, the Consultant's
authorized representative shall be Heather D. McDaniel, P.E., C.F.M., and shall
be the only authorized representative to make decisions or commitments on
behalf of Consultant regarding the Services. The City's authorized
representative shall be the City Manager, or his or her designee, or the City's
Public Works Director.

1.4 Independent Contractor. The Consultant shall perform the Services as an
independent contractor and shall not be deemed by virtue of this Agreement to
have entered into any partnership, joint venture, employer/employee or other
relationship with the City other than 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
Consultant or the Consultant'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.

The City will not include the Consultant as an insured under any policy the City
has for itself. The City shall not be obligated to secure nor provide any insurance
coverage or employment benefits of any kind or type to or for the Consultant or
the Consultant's employees, sub-consultants, subcontractors, agents, or
representatives, including but not limited to coverage or benefits related to: local
state or federal income or other tax contributions, FICA, workers' compensation
unemployment compensation, medical insurance, life insurance, paid vacations,
paid holidays, pension or retirement account contributions, profit sharing,
professional liability insurance, or errors and omissions insurance. The following
disclosure is provided in accordance with Colorado law:
CONSULTANT ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONSULTANT OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONSULTANT FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONSULTANT ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

To the maximum extent permitted by law, the Consultant waives all claims against the City for any Employee Benefits; the Consultant will defend the City from any claim and will indemnify the City against any liability for any Employee Benefits for the Consultant imposed on the City; and the Consultant will reimburse the City for any award, judgment, or fine against the City based on the position the Consultant was ever the City’s employee, and all attorneys’ fees and costs the City reasonably incurs defending itself against any such liability.

1.5 Standard of Performance. In performing the Services, the Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. Consultant represents to the City that the Consultant is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Consultant and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement. In addition, more specific standards of Consultant performance are:

☐ included within Exhibit 1; or

☐ attached to this Agreement as Exhibit ____; or

☒ not included and not attached.

2.0 COMPENSATION

2.1 Charges. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the City, save and except the Charges as identified herein.

A. Fee Schedule. Compensation for the Services and Additional Services, if any, provided under this Agreement shall be based on the fees and charges set forth in Exhibit 1, or shall otherwise be specifically set forth and agreed to in a Task Order. The Consultant shall not provide any Services or Additional Services under this Agreement unless and until an authorized Task Order has been executed by the City’s Authorized Representative identified in Section 1.3 of this Agreement.
B. **Reimbursable Expenses.** The following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the City without administrative mark-up but which must be accounted for by the Consultant and proof of payment shall be provided by the Consultant with the Consultant’s invoices:

- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the Internal Revenue Service as a deductible business expense)
- Printing and Photocopying Related to the Services
- Charges incidental to securing needed information (e.g., charges imposed to obtain recorded documents)

No reimbursable expenses shall be billed to the City unless the same are specifically identified and approved in an authorized Task Order. Any reimbursable expenses identified in an approved Task Order shall be billed at the rate(s) set forth in the Expense Fee Schedule attached and incorporated in Exhibit 1, unless otherwise agreed to by the Parties in an approved Task Order.

C. **Non-reimbursable Costs, Charges, Fees, or Other Expenses.** Any fee cost, charge, fee, or expense incurred by the Consultant not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost and shall be borne by the Consultant and shall not be billed or invoiced to the City and shall not be paid by the City.

D. **Annual Not to Exceed.** Unless this Agreement is amended by the Parties in accordance with Section 9.11, Consultant’s annual billings to the City shall not exceed twenty-thousand dollars ($20,000.00).

E. **Subcontractor Charges to be included in Consultant Billings.** All charges of approved subcontractors for which the City has agreed, in writing and advance of their retention, to be responsible for the cost of such retention shall be paid by the Consultant and billed to the City on an itemized invoiced cost basis.

2.2 **Payment Processing.** The Consultant shall submit invoices and requests for payment in a form acceptable to the City. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the City. Unless otherwise directed or accepted by the City, all invoices shall contain sufficient information to account for all Consultant time (or other appropriate measure(s) of work effort) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Consultant’s invoice, the City shall promptly review the Consultant’s invoice. Any invoices or requests for payment requiring substantial adjustments or modifications will be returned to the Consultant for correction and re-submittal to the City.

2.3 **City Dispute of Invoice or Invoiced Item(s).** The City may dispute any Consultant time, reimbursable expense, and/or compensation requested by the Consultant:
described in any invoice and may request additional information from the Consultant substantiating any and all compensation sought by the Consultant before accepting the invoice. When additional information is requested by the City, the City shall advise the Consultant in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The City shall pay the Consultant within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the City disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the City shall be deemed made and completed upon hand delivery to the Consultant or designee of the Consultant or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Consultant.

3.0 CONSULTANT’S GENERAL RESPONSIBILITIES

3.1 The Consultant shall become fully acquainted with the available information related to the Services. The Consultant is obligated to affirmatively request from the City such information that the Consultant, based on the Consultant’s professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.

3.2 The Consultant shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Consultant’s performance that are not addressed by the Agreement.

3.3 The Consultant shall provide all of the Services in a timely and professional manner.

3.4 The Consultant shall promptly comply with any written City request for the City or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Consultant that are pertinent to the Consultant’s performance under this Agreement for the purpose of the City performing an audit, examination, or other review of the Services.

3.5 The Consultant shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

3.6 The Consultant shall be responsible at the Consultant’s expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

4.0 TERM AND TERMINATION

4.1 **Term.** This Agreement shall be effective on the date of mutual execution of this Agreement by the Parties (the “Effective Date”) and shall terminate at 11:59 p.m. on December 31, 2019. The City reserves the right to extend the term of this Agreement for up to two (2) additional one year terms, in its sole discretion. If
the City elects to extend the term of this Agreement, a written notice of extension executed by the City Manager shall be provided to the Consultant. Any such notice of extension shall contain, as an exhibit thereto, the Consultant's standard Fees and Charges that will be applicable during the term of the extension.

4.2 Continuing Services Required. The Consultant shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Consultant shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City's Authorized Representative.

4.3 City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Consultant at least ten (10) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

A. Unless otherwise provided in any notice of termination, the Consultant shall provide no further services in connection with this Agreement after receipt of a notice of termination; and

B. All finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Agreement shall be delivered by the Consultant to the City and shall become the property of the City; and

C. The Consultant shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Consultant's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 4.3(A) above. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Consultant shall be submitted to or accepted by the City.

4.4 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 4.4, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Consultant prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the date of termination; thereafter, no other invoice, bill or other form of statement of charges owing to the Consultant shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this Section 4.3, nothing in this Section 4.3 shall prevent
4.5 **Unilateral Suspension of Services.** The City may suspend the Consultant's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Consultant which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Consultant shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.

4.6 **Reinstatement of Services Following City's Unilateral Suspension.** The City may at its discretion direct the Consultant to continue performance of the Services following suspension. If such direction by the City is made within (30) days of the date of suspension, the Consultant shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, the Consultant may elect to: (1) provide written notice to the City that such suspension is considered a unilateral termination of this Agreement pursuant to Section 4.3; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the City an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the City, to provide written notice to the City that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement pursuant to Section 4.3. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

4.7 **Delivery of Notice of Termination.** Any notice of termination permitted by this Section 4.0 and its subsections shall be addressed to the person signing this Agreement on behalf of either City or Consultant at the address shown below or such other address as either party may notify the other of, and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

5.0 **INSURANCE**

5.1 **Insurance Generally.** The Consultant shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified as follows:

- The Consultant shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Consultant to be sufficient to meet or exceed the Consultant's minimum statutory and legal obligations arising under this Agreement ("Consultant Insurance"); or
The Consultant shall secure and maintain the following ("Required 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. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

- Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) each occurrence and of One Million Dollars ($1,000,000) aggregate. The policy shall be applicable to all premises and all operations of the Consultant. The policy shall include coverage for bodily injury, broad form property damage (including completed operations) personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

- Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000) each occurrence with respect to each of the Consultant’s owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

- Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars ($1,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability claims, demands, and other obligations assumed by the Consultant.
5.2 Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this Section 5.0 and its subsections, insurance shall conform to all of the following:

A. For both Consultant Insurance and Required Insurance, all policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Consultant; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Consultant shall not be an insured party for any City-obtained insurance policy or coverage.

B. For both Consultant Insurance and Required Insurance, the Consultant shall be solely responsible for any deductible losses.

C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

D. For Required Insurance, every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

5.3 Failure to Obtain or Maintain Insurance. The Consultant’s failure to obtain and continuously maintain policies of insurance in accordance with this Section 5.0 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Agreement. Failure on the part of the Consultant to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City immediately upon demand by the City, or at the City’s sole discretion, the City may offset the cost of the premiums against any monies due to the Consultant from the City pursuant to this Agreement.

5.4 Insurance Certificates. Prior to commencement of the Services, the Consultant shall submit to the City certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 5.0 and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the Project Name as identified on the first page of this Agreement. The City may request and the Consultant shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.
6.0 OWNERSHIP OF DOCUMENTS

Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become property of the City of Central 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 Consultant 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 Consultant and the Consultant 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 Consultant waives any right to prevent its name from being used in connection with the Services.

7.0 CONFLICT OF INTEREST

The Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for the Consultant with regard to providing the Services pursuant to this Agreement. The Consultant shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. § 24-18-109, as amended, or any City-adopted Code of Conduct or ethical principles.

8.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Consultant substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Consultant. The remedial actions include:

A. Suspend the Consultant’s performance pending necessary corrective action as specified by the City without the Consultant’s entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

B. Withhold payment to the Consultant until the necessary services or corrections in performance are satisfactorily completed; and/or

C. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Consultant, cannot be performed, or if performed would be of no value to the City; and/or

D. Terminate this Agreement in accordance with this Agreement.

The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.
9.0 MISCELLANEOUS PROVISIONS

9.1 No Waiver of Rights: A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver by resolution of the City Council of the City of Central, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

9.2 No Waiver of Governmental Immunity: Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

9.3 Affirmative Action: Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Consultant will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9.4 Binding Effect: The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 9.4 shall not authorize assignment.

9.5 No Third Party Beneficiaries: Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Consultant. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

9.6 Article X, Section 20/TABOR: The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made
available in accordance with the rules, regulations, and resolutions of City of Central, and other applicable law. Upon the failure to appropriate such funds this Agreement shall be terminated.

9.7 **Governing Law, Venue, and Enforcement:** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Gilpin County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

9.8 **Survival of Terms and Conditions:** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

9.9 **Assignment and Release:** All or part of the rights, duties, obligations responsibilities, or benefits set forth in this Agreement shall not be assigned by Consultant without the express written consent of the City Council for City of Central. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution or motion of the City Council for the City of Central. No assignment shall release the Applicant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

9.10 **Paragraph Captions:** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

9.11 **Integration and Amendment:** This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the City and the Consultant.

9.12 **Severability:** Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

9.13 **Incorporation of Exhibits:** Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.
9.14 Employment of or Contracts with Illegal Aliens: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, Consultant certifies as of the date of this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Consultant will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Consultant is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall be required to notify the subcontractor and the City within three (3) days that the Consultant has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Consultant shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Consultant's actual knowledge. The Consultant shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Consultant is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Consultant violates this provision, the City may terminate this Agreement, and the Consultant may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.

9.15 Notices: Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

<table>
<thead>
<tr>
<th>If to the City:</th>
<th>If to the Consultant</th>
</tr>
</thead>
</table>
| City of Central  
Attn: City Manager  
141 Nevada Street  
P.O. Box 249  
Central City, CO 80427 | Scouder, Miller & Associates  
5610 Ward Road, Suite 130  
Arvada, CO 80002 |

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10.0 SPECIAL PROVISIONS

☒ None.

☐ Attached to this Agreement as Exhibit _____; or

☐ As follows: ____________________________

11.0 AUTHORITY

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City of Central and the Consultant and bind their respective entities.

CITY OF CENTRAL, COLORADO

By: ________________________________
    Daniel R. Miera, City Manager

ATTEST: ________________________________
    City Clerk

REVIEWED BY (Excluding Exhibits):

Marcus McAskin, City Attorney

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CONSULTANT:

MILLER ENGINEERS, INC., a New Mexico corporation d/b/a SOUDER, MILLER & ASSOCIATES

By: __________________________________________

Name: ________________________________________

Title: __________________________________________

Date of execution: _______________, 2019

STATE OF _________________  }
COUNTY OF _________________}

The foregoing Professional Services Agreement was acknowledged before me this ___ day of _________________, 2019, by ____________________________________________, as _________________ of MILLER ENGINEERS, INC., a New Mexico corporation d/b/a SOUDER, MILLER & ASSOCIATES.

Witness my hand and official seal.
My commission expires: ________________.

________________________________________
Notary Public
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))
EXHIBIT 1
Consultant Hourly Rate Schedule / Personnel / Proposal

PREFERRED PROFESSIONAL FEE SCHEDULE - EFFECTIVE JANUARY 2019

PROFESSIONAL SERVICES

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<tr>
<th>Professional Staff</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$220.00</td>
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<tr>
<td>Senior Design Manager</td>
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<td>Project Engineer/Scientist/Surveyor/Manager II</td>
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<td>Project Engineer/Scientist/Surveyor/Manager I</td>
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</tr>
<tr>
<td>Staff EIT/Scientist/LST II</td>
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<tr>
<td>Staff EIT/Scientist/LST I</td>
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</tbody>
</table>

<table>
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<tr>
<th>Technical Staff</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Engineer/Design/Survey Tech V</td>
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</tr>
<tr>
<td>Senior Engineer/Design/Survey Tech IV</td>
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</tr>
<tr>
<td>Engineering/CAD/Design/Survey/Field Tech III</td>
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<tr>
<td>Engineering/CAD/Design/Survey/Field Tech II</td>
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</tr>
<tr>
<td>Engineering/CAD/Design/Survey/Field Tech I</td>
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<tr>
<td>Construction Observer IV</td>
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<tr>
<td>Construction Observer III</td>
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<td>Construction Observer II</td>
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<td>Construction Observer I</td>
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<table>
<thead>
<tr>
<th>Support Staff</th>
<th>Rate</th>
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</thead>
<tbody>
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<tr>
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<tr>
<td>Administrative Assistant IV</td>
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<tr>
<td>Administrative Assistant III</td>
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<td>$70.00</td>
</tr>
<tr>
<td>Administrative Assistant I</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing. A complete list of expense rates is available upon request.

OTHER SERVICES

- Telephone/facsimile/postage @ actual cost
- Mileage @ $0.58 per mile (or current IRS rate)
- Per diem $149.00 per day (or max per diem rate per USGSA)
- Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost + 10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

SMA
Souder, Miller & Associates
Engineering • Environmental • Surveying
# Expense Fee Schedule - Effective January 2019

## Survey Equipment
- High Precision GPS: $200/hour
- UAV (Camera Equipped): $325/day
- Level & Rod: $20/day
- Robotic Total Station: $200/hour
- Conventional Total Station: $50/day
- Terrestrial Laser Scanner: $300/hour
- Utility Locator (HiTech 810 or equal): $100/day
- Handheld (Low-Precision) GPS: $20/day
- Photogrammetric Data Processing: $50/hour

## Sampling Collecting Equipment
- Splitter Hammer & Probe: $25/day
- Soil Auger - Hand: $10/day
- Soil Auger - Power: $40/day
- Quartz Mason Jars: $11/each
- Disposable Bafer: $10/each
- Tedlar Bags: $1/each
- VOC Samplers: $1/each
- 2" x 6" Soil Samplers: $5/each

## Health & Safety Equipment
- Respirator: $20/day
- Respirator Cartridges: $6/each
- Latex/Nitrile Gloves: $1/pair
- Tyvek Jumpsuit: $20/kit
- Tyvek Boot Covers: $5/pair
- Level D PPE (Alternative to Itemization): $20/day
- Level C PPE: $60/day
- Level B PPE: $75/day
- Personal H2S Monitor: $95/day
- Personal 4-Gas Monitor: $35/day
- db Meter w/ Data Logger: $1,500/day

## Vapor Sampling Equipment
- PID: $75/day
- 3- or 4-Gas Meter: $250/day
- Explosimeter: $40/day
- MSA (Drager) Detector Tubes: $50/box
- Tedlar Bags: $50/box
- SVE Pilot Test Unit: $1,500/day

## Water Testing Equipment
- pH Meter: $10/day
- ORP Meter: $10/day
- TDS Meter: $10/day
- Conductivity Meter: $10/day
- Multi-Parameter Water Meter: $60/day
- D.O. Meter: $55/day
- Chloride-4500 Turbidity Test: $15/sample
- Hach DO Samples: $3/each
- Hach SO4 Samples: $3/each
- Hach Fe Samples: $3/each
- Hach NO3 Samples: $3/each
- Hach PO4 Samples: $3/each
- Product Interface Probe: $65/day
- Well Sounder: $65/day
- Hermit Data Logger: $85/d $140/w $1,200/m
- Transducer w 350' cable: $400/d $185/w $970/m
- Transducer w 500' cable: $600/d $260/w $980/m
- Ground Pump: $200/day
- Water Pump: $65/day
- Geotech (Peristaltic) Geopump: $350/d $550/w
- Geopump Filters: $1/each
- DC Purge Pump (High Capacity): $45/day
- DC Purge Pump (Low Capacity): $15/day
- Flexible Tubing: $1.50/foot
- Foot Valve (Nylon): $20/each
- Foot Valve (Stainless Steel): $40/each

## Miscellaneous Support Equipment
- Generator: $100/day
- Magnetic Gauges (set): $20/day
- Padlock (P812): $10/each
- Drummer (55 Gallon): $35/each
- HazCat Kit: $100/day
- HazCat Reagents: $35/sample
- Mercury Recovery Kit: $30/unit
- Mercury Vapor Monitor: $175/day
- PetroFlag Kit: $75/day
- PetroFlag Reagents: $20/sample
- Digital Camera: $20/day
- Reciprocating Saw: $50/day
- Steam Cleaner: $60/day
- Cordless Drill: $20/day
- Pipe Locator: $30/day
- All-Terrain Vehicle w/ Trailer: $1,000/day
- 525 Gallon Tank: $40/day
- Equipment Trailer: $40/day

---

[Logo]

SMA
Sauer, Miller & Associates
Engineering • Environmental • Surveying

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# EXHIBIT 2

## Form of Task Order

**TASK ORDER**

**ON-CALL ENGINEERING SERVICES**

---

**TASK ORDER NO. ____**

**Task Name:** ____________________________

---

**Requested By:** (City Dept. / Project Mngr.)

**Funding Source:**

**Proposed Start Date:** _____, 20__

**Proposed Completion Date:** _____, 20__

**Tasks / Deliverables:** See attached memorandum

**Total Task Order Budget:** $ ________

---

**Approval:**

__________________________

**Date:** ____________________

**City Manager**

**Additional Comments:** This Task Order is not valid without attached Task Order memorandum, approved by the City's Public Works Director.

---

**Attachment:** Task Order Memorandum

**FINANCE DIRECTOR REVIEW:**

*Finance has reviewed this Task Order and the funds:*

☐ are appropriated

☐ are not appropriated (note: __________)

---

By: ____________________________

**Account reference/information:** ____________________________
TASK ORDER MEMORANDUM

To: City Manager

From: Sam Hoover, Public Works Director

Date: ________________, 20__

Subject: On-Call Engineering Services
        Task Order No. _____

This Task Order Memorandum has been prepared in accordance with the City's Professional Services Agreement (PSA) with MILLER ENGINEERS, INC. d/b/a SOUDER, MILLER & ASSOCIATES (the "Consultant") for on-call engineering services. No work shall be performed by the Consultant until the City's Authorized Representative has executed a Task Order authorizing the Consultant to proceed with the Task(s) identified below.

Task(s) to be performed: [insert detail]

Time Schedule: [insert detail]

Deliverables: [insert detail]

Charges: [insert detail]

Unless otherwise set forth in this Task Order Memorandum, the Charges authorized herein shall be considered a not to exceed figure. Charges shall be calculated pursuant to the hourly rates attached to the PSA as Exhibit 1, unless otherwise set forth herein. A copy of the Consultant's final proposal related to the Task(s) outlined above is attached to this Task Order Memorandum as ATTACHMENT A. The Consultant's proposal has been reviewed and approved by me and I request that you proceed to approve the attached Task Order, which will authorize the Consultant to proceed with the on-call services described above and in ATTACHMENT A.
Review and approval of Task Order Memorandum:

__________________________________________
Public Works Director

(note: this Task Order Memorandum is not valid unless and until a Task Order has been executed by the City Manager and approved by the Finance Director.)
ATTACHMENT A
To Task Order Memorandum

[insert copy of final approved proposal of Consultant – MILLER ENGINEERS, INC. d/b/a SOUDER, MILLER & ASSOCIATES]
AGENDA ITEM # 9

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Fey and Members of City Council
FROM: Sam Hoover, Public Works Director
THROUGH: Marcus McAskin, City Attorney
DATE: April 9, 2019 (meeting date April 16, 2019)
ITEM: Resolution No. 19-09

☐ ORDINANCE
☒ MOTION / RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: The issue of sidewalk design was raised by Alderman Hidahl and discussed by City Council at the March 12th regular meeting. Resolution 19-09 ("Resolution") memorializes that new or replacement sidewalks in the downtown commercial core may be installed with natural grey concrete with a broom finish. The Resolution also confirms that the use of natural grey concrete with a broom finish will be consistent with the 2017 Design Guidelines.

II. BACKGROUND: The City’s design guidelines governing development within the historic district were adopted by City Council in 1981 and subsequently updated in 1993 (the “1993 Design Guidelines”). The 1993 Design Guidelines contained a specific guideline pertaining to Commercial Area Sidewalks (the "Sidewalk Guideline"). The Sidewalk Guideline required that sidewalks located in all commercially zoned districts "be colored concrete with twelve inch (12") wooden boardwalk stamped/patterned weathered wood, interlocking plank pattern" and also required that concrete “... shall be colored... to provide the appearance of a wooden boardwalk..."
The City’s design guidelines were most recently updated in the summer of 2017. City Council adopted the 2017 Design Guidelines by Resolution No. 17-19. While the 1993 Design Guidelines contained a specific Sidewalk Guideline, the Sidewalk Guideline was not carried over or referenced in the 2017 Design Guideline.

Public Works anticipates undertaking the replacement of certain sidewalks in the downtown commercial core in 2019 and future years, including but not limited to Spring Street (from Gregory Street north to Roworth Street). The Spring Street project may be a good location to consider changing the sidewalk standard because of the visual and physical separation from the balance of the downtown corridor.

The Resolution memorializes that the utilization of a natural grey concrete with a broom finish for sidewalks within the downtown commercial core including the Commercial Core Neighborhood, Warehouse Neighborhood, Gregory Gulch Mixed Use Neighborhood, Eureka Street Neighborhood and Quartz Hill Neighborhood (as those neighborhoods are specifically defined in the 2017 Design Guidelines) will be consistent with the 2017 Design Guidelines.

There are also pricing considerations that come into play with moving toward a natural grey concrete with a broom finish. The price considerations are summarized on page two (2) of my interoffice memorandum dated March 18, 2019, a copy of which is attached to this City Council Communication Form as additional background information for Council. I will be available at the April 16th regular City Council meeting to answer any questions that City Council may have regarding the Spring Street project or the utilization of a natural grey concrete for future sidewalk installation in the downtown commercial core.

III. RECOMMENDED ACTION / NEXT STEP: Approve Resolution No. 19-09.

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. 19-09, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO MEMORIALIZING THAT THE INSTALLATION OF NEW OR REPLACEMENT SIDEWALKS IN A NATURAL GREY CONCRETE WITH A BROOM FINISH WITHIN THE DOWNTOWN COMMERCIAL CORE WILL BE CONSISTENT WITH THE 2017 CENTRAL CITY DESIGN GUIDELINES.”

Attachments:

1. Resolution No. 19-09
2. Interoffice Memorandum dated March 18, 2019
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 19-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, MEMORIALIZING THAT THE INSTALLATION OF NEW OR REPLACEMENT SIDEWALKS IN A NATURAL GREY CONCRETE WITH A BROOM FINISH WITHIN THE DOWNTOWN COMMERCIAL CORE WILL BE CONSISTENT WITH THE 2017 CENTRAL CITY DESIGN GUIDELINES

WHEREAS, the City of Central and its residents have a strong interest in historic preservation, recognizing the broad positive impacts of preservation, including significant contributions to our local economy; and

WHEREAS, design guidelines governing development within the historic district were adopted by City Council in 1981 and subsequently updated in 1993 (the “1993 Design Guidelines”); and

WHEREAS, the 1993 Design Guidelines contained a specific guideline pertaining to Commercial Area Sidewalks (the “Sidewalk Guideline”); and

WHEREAS, the Sidewalk Guideline required that sidewalks located in all commercially zoned districts “be colored concrete with twelve inch (12”) wooden boardwalk stamped/patterned weathered wood, interlocking plank pattern” and also required that concrete “... shall be colored ... to provide the appearance of a wooden boardwalk...”; and

WHEREAS, the Sidewalk Guideline also required that “[a]ll curb and gutter shall be grey standard concrete”; and

WHEREAS, the Historic Preservation Commission (“HPC”) recommended approval of updated Central City Design Guidelines (the “2017 Design Guidelines”) in 2017; and

WHEREAS, City Council adopted the 2017 Design Guidelines by Resolution No. 17-19; and

WHEREAS, the 2017 Design Guidelines do not include the Sidewalk Guideline included in the 1993 Design Guidelines; and

WHEREAS, the City anticipates undertaking the replacement of certain sidewalks in the downtown commercial core in 2019 and future years, including but not limited to Spring Street (from Gregory Street north to Roworth Street); and

WHEREAS, City Council desires to memorialize that the utilization of a natural grey concrete with a broom finish for sidewalks within the downtown commercial core including the Commercial Core Neighborhood, Warehouse Neighborhood, Gregory Gulch Mixed Use Neighborhood, Eureka Street Neighborhood and Quartz Hill Neighborhood will be consistent with the 2017 Design Guidelines, as adopted,
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, THAT:

Section 1. Recitals Incorporated. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. The City Council hereby finds and determines that the utilization of a natural grey concrete with a broom finish for sidewalks within the downtown commercial core of Central City including the Commercial Core Neighborhood, Warehouse Neighborhood, Gregory Gulch Mixed Use Neighborhood, Eureka Street Neighborhood and Quartz Hill Neighborhood, as those neighborhoods are defined in the 2017 Design Guidelines, will be consistent with the 2017 Design Guidelines.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

ADOPTED THIS ___ DAY OF APRIL, 2019.

CITY OF CENTRAL, COLORADO

By: ____________________________
   Jeremy Fey, Mayor

ATTEST:

By: ____________________________
   Reba Bechtel City Clerk

APPROVED TO FORM:

By: ____________________________
   Marcus A. McAskin, City Attorney
INTEROFFICE MEMORANDUM

TO: Daniel Miera, City Manager
FROM: Sam Hoover, Public Works Director
SUBJECT: Background Information: Commercial Area Sidewalks
DATE: March 18, 2019

During the regular City Council Meeting of March 12, 2019, Alderman Hidahi questioned the ongoing use of the wood look stamped finish on sidewalks stating, “They tend to be slippery when wet.” This memorandum is intended to provide information about the construction of sidewalks and offer alternatives for the future.

HISTORY:
The color and type of design to be used for sidewalks in commercially zoned districts was originally defined under an AMENDMENT TO CHAPTER 4, STREETSCAPE; COMMERCIAL AREA SIDEWALKS; REPLACE GUIDELINE 3, REPEAL GUIDELINE 4, OF THE CENTRAL CITY COLORADO, DESIGN GUIDELINES, COPYRIGHT 1993 BY THE CITY OF CENTRAL AND RNL DESIGN/WINTER & CO., REVISED SEPTEMBER 28, 1993. The amendment follows:

DESIGN GUIDELINES

AMENDMENT TO CHAPTER 4, STREETSCAPE; COMMERCIAL AREA SIDEWALKS; REPLACE GUIDELINE 3, REPEAL GUIDELINE 4

GUIDELINE 3

Sidewalks located in all commercially zoned districts shall be colored concrete with twelve (12') inch wooden boardwalk stamped/patterned weathered wood, interlocking plank pattern.

- Concrete shall be stamped with a 12' weathered wood, interlocking plank pattern also known as Pacific Boardwalk
- Concrete shall be colored as to provide the appearance of a wooden boardwalk, the following technical specifications for color and finishing (or equivalent) shall be used.
  - Pecan Tan A-55, LithoChrome Color Hardener
  - 1290 Cordovan Brown, Lithochrome - antiquing release
  - Scofield Cureseal-W Semi-gloss -- sealer
- A concrete curb and gutter system shall be installed with all new sidewalks or the replacement of existing sidewalks.
- Instances where curb and gutter do not exist, the installation of new curb and gutter shall be required as a condition of a sidewalk replacement
- All curb and gutter shall be grey standard concrete,
This amendment to the design guideline was not included in the updated CITY OF CENTRAL, COLORADO, CENTRAL CITY DESIGN GUIDELINES, JULY 18, 2017, nor can I find any mention of this sidewalk design guideline in the CENTRAL CITY, COLORADO, LAND DEVELOPMENT CODE, REVISED NOVEMBER 7, 2017. Having found no other documentation for the sidewalk design guideline, I assume that the Mayor and City Council can change the guideline by Resolution.

PRICE CONSIDERATIONS:
Colors for concrete come in powdered, granular, and liquid form. They are added to the truck at the concrete plant. Adding the color at the plant allows the color to mix while in transit to the jobsite. Prices for color usually range from 11% to 20% per square foot based on quantities. The colored concrete for the Spring Street Project added 11% per square foot to the cost of the concrete.

Prices for stamped concrete range from 12% to 20% based on quantities and stamp designs. The twelve-inch wood pattern concrete stamp currently used for commercial sidewalks added an additional 12.5% per square foot to the Spring Street Project.

The Denver area average price per square foot of plain concrete is between $3.50 and $5.50. Adding one color and a simple one stamp pattern brings the average cost per square foot cost to $8.00 to $12.00 per square foot.

OPTIONS:
Most of the sidewalks in commercial area of Central City have been repaired or replaced over the past three-years using the old Design Guidelines. The only current commercial area remaining is Spring Street, from Gregory Street north to Roworth Street. This may be a good location to consider changing the sidewalk standard because of the visual and physical separation from the rest of the downtown corridor.

Options to be memorialized by resolution include:
- Readopting the 1993 Design Guidelines for sidewalks with coloring and stamping the concrete; or
- Eliminate the stamping of the concrete and continue coloring the sidewalk with a broom finish to improve traction; or
- Pouring the curb, gutter and sidewalk in its natural grey color with a broom finish to improve traction.

RECOMMENDATION:
Since we appear to be at a logical stopping point with a certain degree of visual and physical separation from other sidewalks, I recommend placing all remaining curb, gutter and sidewalk, including Spring Street, in its natural grey color with a broom finish to improve traction. This option provides the most cost savings and will enable contractors to pour concrete at a faster rate.

EC: Aaron Behring, Public Works Supervisor
    Abigail Robbins, Finance Director
AGENDA ITEM # 10

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Fey and Members of City Council
FROM: Jack Beard, Water Department
THROUGH: Marcus McAskin, City Attorney
DATE: April 11, 2019 (meeting date April 16, 2019)
ITEM: Resolution No. 19-10

___ ORDINANCE
X MOTION / RESOLUTION
___ INFORMATION

I. REQUEST OR ISSUE: Resolution 19-10 ("Resolution") approves a License Agreement with the Colorado Division of Water Resources ("Licensee"). Licensee seeks to obtain a non-exclusive revocable license ("License") from the City in order to relocate and reinstall a gaging station and related equipment on certain property owned by the City in Clear Creek County, adjacent to Fall River.

Specifically, the Licensee is seeking to move the existing gaging station/monitoring equipment approximately 150 feet upstream to a better location.

II. BACKGROUND: The City owns certain property in Clear Creek County adjacent to Fall River (tributary to Clear Creek), identified as parcels numbers 183528400900 and 183528400902 (the "Property"). The Licensee desires to utilize a portion of the Property to relocate and reinstall a gaging station and related equipment (the "streamgage"). The streamgage will be located on parcel -900 and the Licensee will utilize parcel -902 for access. The streamgage will assist Licensee with measuring stream flow in Fall River and with water quality sampling. Water Department staff is recommending that the City (as
Licensor) convey a revocable license to Licensee to permit the installation of the streamgage under the specific terms and conditions set forth in the License Agreement attached to the Resolution as Exhibit 1 (the "License Agreement").

The Resolution delegates authority to the City Manager (or his designee) to execute the License Agreement, together with any other letter(s) or document(s) as necessary to facilitate the Licensee’s relocation and reinstallation of the streamgage on the Property.

Water Department staff has coordinated with the City Attorney and the City’s water counsel to include language in the License Agreement which clarifies that Licensee will be prohibited from interfering with the City’s ability to develop the City’s water rights in Fall River and Clear Creek.

A redline version of the License Agreement is included in the Council packet to highlight the modifications that have been made by the City Attorney and City’s water counsel.

III.  **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution No. 19-10.

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. 19-10, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING A NONEXCLUSIVE REVOCABLE LICENSE AGREEMENT WITH THE COLORADO DIVISION OF WATER RESOURCES FOR CERTAIN CITY-OWNED PROPERTY SITUATE IN CLEAR CREEK COUNTY."

**Attachments:**

1. Resolution No. 19-10
2. License Agreement (attached to Resolution as Exhibit 1).
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 19-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO, APPROVING A NONEXCLUSIVE REVOCABLE LICENSE
AGREEMENT WITH THE COLORADO DIVISION OF WATER RESOURCES FOR
CERTAIN CITY-OWNED PROPERTY SITUATE IN CLEAR CREEK COUNTY

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

WHEREAS, the City owns certain property in Clear Creek County, adjacent to Fall
River, tributary to Clear Creek, identified as parcels 183528400900 and 183528400902 (the
"Property"); and

WHEREAS, the Colorado Division of Water Resources ("Licensee") desires to obtain a
non-exclusive revocable license ("License") to relocate and reinstall a gaging station and related
equipment on the Property (the "streamgage"); and

WHEREAS, the streamgage will assist Licensee with measuring stream flow in Fall
River and with water quality sampling; and

WHEREAS, the City (as Licensor) desires to convey the License to Licensee under the
specific terms and conditions set forth in the License Agreement attached to this Resolution as
Exhibit 1 and incorporated by reference (the "License Agreement"); and

WHEREAS, the term of the License Agreement shall commence as of the date of mutual
execution of the Parties; and

WHEREAS, the City Council desires to delegate authority to the City Manager or his
designee to execute the License Agreement on behalf of the City, together with any other:
letter(s) or document(s) as necessary to facilitate the Licensee’s relocation and reinstalla
tion of the streamgage on the Property.

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

Section 1. The City Council hereby: (a) approves the License Agreement attached to
this Resolution as Exhibit 1; (b) authorizes the City Manager, in consultation with the Mayor
and the City Attorney, to make such changes as may be needed to correct any nonmaterial errors
or language that do not increase the obligations of the City; (c) authorizes the City Manager to
execute the License Agreement on behalf of the City; and (d) authorizes the City Manager to
execute other letter(s) or document(s) as necessary to facilitate the Licensee’s relocation and
reinstallation of the streamgage on the Property.
Section 2. Effective Date. This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 16th DAY OF APRIL, 2019.

CITY OF CENTRAL, COLORADO

By: ____________________________________________
    Jeremy Fey, Mayor

ATTEST:

By: ____________________________________________
    Reba Bechtel City Clerk

APPROVED TO FORM:

By: ____________________________________________
    Marcus A. McAskin, City Attorney
Exhibit 1
License Agreement
(Stream Gaging Station on Parcels 183528400900 and 183528400902)
LICENSE AGREEMENT
STREAM GAGING STATION ON PARCELS:
1835284000900 AND 1835284000902

THIS LICENSE AGREEMENT ("Agreement") is made and entered into by and between the City of
Central, a home rule municipality of the State of Colorado, hereinafter "Licensor", whose address is 141
Nevada Street, PO BOX 249, Central City, CO 80427, and the Colorado Division of Water Resources (hereinafter
"Licensee"), with a mailing address of 1313 Sherman Street, Denver, CO 80203 (together, the "Parties"). This
Agreement shall be effective as of the date of mutual execution by the Parties (the "Effective Date").

WITNESSETH:

WHEREAS, Licensor owns parcels 1835284000900 and 1835284000902 in Clear Creek County, CO, adjacent
to Fall River, tributary to Clear Creek, hereinafter collectively referred to as the "Property", and

WHEREAS, a diagram depicting the boundaries of the Property is attached to this Agreement as
Exhibit A; and

WHEREAS, the Licensee desires to relocate and reinstall a gaging station, also known as and hereinafter
referred to as a "streamgage", which is designed to measure streamflow and water quality, and

WHEREAS, measurements and other data obtained from the streamgage are collected by the Licensee,
and Licensor will benefit from the installation of this streamgage by having access to that information upon request,
and

WHEREAS, Licensee desires to utilize portions of the Property in order to install a streamgage for the
purpose of streamflow measuring and water quality sampling in Fall River, tributary to Clear Creek; and

WHEREAS, specifically, Licensee desires to utilize parcel 1835284000900 for installation of the
streamgage and parcel 1835284000902 for access to the parcel on which the streamgage will be installed;
and

WHEREAS, Licensor desires to cooperate with Licensee and to grant Licensee a nonexclusive, revocable
license (hereinafter referred to as the "License"), to allow Licensee to install and access the streamgage.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, Licensor hereby
grants Licensee the license to construct, operate, maintain, and repair a streamgage, which will be installed within
the Property, subject to the following terms and conditions:

1. Term of Agreement: The term of this Agreement shall commence on the Effective Date and shall
continue for such time as the streamgage remains in use by Licensee. However, both parties shall have the right
to terminate this Agreement ninety (90) days after the delivery of a Notice to Terminate which has been served
upon the parties at the addresses described in paragraph 6.K below. In the event the streamgage is not used for
a period of one (1) year, this Agreement shall automatically expire. Upon expiration, the streamgage and all
associated equipment shall be removed and the Property returned to its original condition. All costs associated
with streamgage removal and site restoration shall be borne by Licensee. The Licensee agrees that the
Licensor is not liable, and will not assume any liability, responsibility, or costs for any damage,
maintenance, or repair of the streamgage (or any component thereof) placed, installed or maintained by
the Licensee under this Agreement.
2. **Streamgage:** For the purpose of this agreement, "streamgage" includes the electronic gaging station, solar panel, and instrument enclosure to be installed on the property used in the operation and maintenance of the monitoring site, all as generally depicted on Exhibit B, which is attached to this Agreement and incorporated herein by reference. If Licensee seeks to add any additional equipment to the Property in the future, the Licensee shall be required to obtain a separate license agreement from Licensor.

3. **Licensee's Responsibilities.** The grant of this License herein is conditioned upon Licensee's compliance with the following requirements:

   A. Licensee shall notify Licensor of the date of the installation of the streamgage at least seventy-two (72) hours in advance of the installation.

   B. Licensee shall not construct or place any permanent structure, building, street light, yard light, mailbox or sign, shrub, tree, woody plant or nursery stock of any kind on any part of the Property, other than the streamgage herein approved without the express written approval of Licensor.

   C. Licensee shall not interfere with the Licensor's access to the Property.

   D. Licensee recognizes that theLicensor owns conditional water rights decreed for diversion from Fall River at or near the proposed location of the streamgage, including but not limited to the Fall River Pipeline, decreed in Case Nos. 1992GW168 and 1994GW63, District Court, Water Division 1. Licensee shall not interfere with the Licensor's water rights and/or ability to construct or develop any infrastructure necessary to divert or develop its water rights, including but not limited to the Fall River Pipeline water rights. Licensee understands that this means the License may be terminated and/or the streamgage may need to be removed or relocated at Licensee's sole cost and expense.

   E. Licensee shall be responsible for obtaining all other State, Federal, or Local permits related to the installation of the streamgage and shall abide by all applicable County, State, and Federal laws and regulations. Licensee shall not interfere with any water rights or usage of water as a result of this agreement.

   F. Licensee is self-insured. As a governmental entity, Licensee will be liable for damage to persons or property to the extent caused by the negligent or wrongful acts or omissions of Colorado Division of Water Resources acting within the scope of their employment or for any loss related to the installation, operation, maintenance, and other activities associated with the streamgage described above and in accordance with, and to the extent permitted under, the Federal Tort Claims Act (28 U.S.C. 1346(b) and 2671 et seq.) or the Colorado Governmental Immunities Act (C.R.S. §§ 24-10-101 et seq.).

   G. No existing utilities or facilities located within the Property are to be cut or damaged. In the event Licensee damages any existing utility or facility, Licensee shall immediately notify Licensor, and Licensee shall repair or pay Licensor to repair and replace the same in accordance with the desires of Licensor.

   H. **Any and all costs associated with the streamgage installed by Licensee shall be paid solely by Licensee.**

   I. Following Licensee's approval of this License, with the Licensor's additional written approval, Licensee may assign one or more of the responsibilities enumerated above to a contractor retained to perform some or all of the construction required to install the streamgage. However, if Licensee retains such a contractor, Licensee shall remain responsible for said contractor's compliance with the terms of this License.

6. **Miscellaneous.**
A. The parties hereby agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party hereto, or its agents or employees. This License embodies all agreements between the parties hereto and there are no promises, terms, conditions, or obligations referring to the subject matter whereof other than as contained herein.

B. This Agreement shall not be valid until it has been approved by the City Council of Central City, Colorado, and executed by the City Manager or his designee.

C. No term or condition of this grant and Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions granted by any provisions of State and/or Federal law.

D. Applicable Federal, State, and local laws, rules, and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.

E. It is expressly understood and agreed that the enforcement of the items and conditions of this License and Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this grant and Agreement shall give or allow any claim or right of action whatsoever by any other person not a party hereto. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this grant and Agreement shall be an incidental beneficiary only.

F. In the event of a dispute between Licensee and License, the parties agree that each shall be responsible for the payment of its own attorney fees and/or legal costs.

G. Licensee is prohibited from assigning any or all of its rights under this License without first obtaining written consent to such assignment from Licensee, which consent shall not be unreasonably withheld.

H. If any term or provision of this License, or the application thereof, to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this License, or the application of such term or provision, to a person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this License shall be deemed valid and enforceable to the extent permitted by law.

I. The streamgage shall at all times be maintained in good repair. The Licensee agrees to remove or cover any graffiti or other damage caused to the streamgage within a reasonable time following notice or knowledge of such damage, or within forty-eight (48) hours of delivery to the Licensee of a written demand by Licensee, whichever is earlier.

J. Removal of streamgage and associated Equipment. Upon termination of this Agreement, Licensee shall remove any and all materials, signage, and equipment that have been placed upon Licensee’s Property. At Licensee’s sole cost and expense, Licensee shall return the Property to the same or better condition as existing on the Effective Date.

K. Notices. All notices herein provided to be given, or which may be given, by any party to the other, shall be deemed to have been fully given when served personally on Licensee or Licensee, or when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

Licensee: City of Central
Governing law and venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any action arising under this Agreement shall be in the appropriate court for Clear Creek County, Colorado.

It is mutually understood and agreed that this Licensee and all the terms and conditions hereof shall extend to and be binding upon the parties hereto, and their permitted successors and assigns.

LICENSEE: Colorado Division of Water Resources
By:
Title:

ATTEST:
By:
Title:

LICENSOR: City of Central, a home rule municipality of the State of COLORADO

Daniel R. Miera, City Manager, authorized pursuant to Resolution No. 19-10

ATTEST:
Reba Bechtel, City Clerk
EXHIBIT B

Photograph of similar electronics enclosure installation in Boulder County, CO

Photograph of similar stage sensor installation in Jefferson County, CO
LICENSE AGREEMENT
STREAM GAGING STATION ON PARCELS:
183528400900 AND 183528400902

THIS LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF CENTRAL, a home rule municipality of the State of Colorado (hereinafter "Licensor"), whose address is 141 Nevada Street, PO BOX 249, Central City, CO 80427, and the COLORADO DIVISION OF WATER RESOURCES (hereinafter "Licensee"), with a mailing address of 1313 Sherman Street, Denver, CO 80203 (together, the "Parties"). This Agreement shall be effective as of the date of mutual execution by the Parties (the "Effective Date").

WITNESSETH:

WHEREAS, Licensor owns parcels 183528400900 and 183528400902 in Clear Creek Country, CO, adjacent to Fall River, tributary to Clear Creek hereinafter collectively referred to as the "Property"; and

WHEREAS, a diagram depicting the boundaries of the Property is attached to this Agreement as Exhibit A; and

WHEREAS, the Licensee desires to relocate and reinstall a gaging station, also known as and hereinafter referred to as a "streamgage", which is designed to measure streamflow and water quality; and

WHEREAS, measurements and other data obtained from the streamgage are collected by the Licensee, and Licensor will benefit from the installation of this streamgage by having access to that information upon request; and

WHEREAS, Licensee desires to utilize portions of the Property in order to install a streamgage for the purpose of streamflow measuring and water quality sampling in Fall River, tributary to Clear Creek; and

WHEREAS, specifically, Licensee desires to utilize parcel 183528400900 for installation of the streamgage and parcel 183528400902 for access to the parcel on which the streamgage will be installed; and

WHEREAS, Licensor desires to cooperate with Licensee and to grant Licensee a nonexclusive, revocable license (hereinafter referred to as the "License"), to allow Licensee to install and access the streamgage,

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, Licensor hereby grants Licensee the License to construct, operate maintain, and repair a streamgage which will be installed within the Property, subject to the following terms and conditions:

1. **Term of Agreement:** The term of this Agreement shall commence on the Effective Date and shall continue for so long as the streamgage remains in use by Licensee. However, both Parties shall have the right to terminate this Agreement ninety (90) days after the delivery of a Notice to Terminate which has been served upon the Parties at the addresses described in paragraph 6.K. below. In the event the streamgage is not used for a period of one (1) year, this Agreement shall automatically expire. Upon expiration, the streamgage and all associated equipment shall be removed and the Property
returned to its original condition. All costs associated with streamgage removal and site restoration shall be borne by Licensee. The Licensee agrees that the Licensor is not liable, and will not assume any liability, responsibility, or costs for any damage, maintenance, or repair of the streamgage (or any component thereof) placed, installed or maintained by the Licensee under this Agreement.

2. **Streamgage:** For the purpose of this Agreement, "streamgage" includes the electronic stage sensor, solar panel, and instrument enclosure to be installed on the Property used in the operation and maintenance of the monitoring site, all as generally depicted on Exhibit B, which is attached to this Agreement and incorporated herein by reference. If Licensee seeks to add any additional equipment to the Property in the future, the Licensee shall be required to obtain a separate license agreement from Licensor.

3. **Licensee's Responsibilities.** The grant of this License herein is conditioned upon Licensee's compliance with the following requirements:

   A. Licensee shall notify Licensor of the date of the installation of the streamgage at least seventy two (72) hours in advance of the installation.

   B. Licensee shall not construct or place any permanent structure, building, street light, yard light, mailbox or sign, shrub, tree, woody plant or nursery stock of any kind on any part of the Property, other than the streamgage herein approved without the express written approval of Licensor.

   C. Licensee shall not interfere with the Licensor's access to the Property.

   D. Licensee recognizes that the Licensor owns conditional water rights decreed for diversion from Fall River at or near the proposed location of the streamgage, including but not limited to the Fall River Pipeline, decreed in Case Nos. 1992CW168 and 1994CW63, District Court, Water Division 1. Licensee shall not interfere with the Licensor's water rights and/or ability to construct or develop any infrastructure necessary to divert or develop its water rights, including but not limited to the Fall River Pipeline water rights. Licensee understands that this means the License may be terminated and/or the streamgage may need to be removed or relocated at Licensee's sole cost and expense.

   E. Licensee shall be responsible for obtaining all other State, Federal, or Local permits related to the installation of the streamgage and shall abide by all applicable County, State, and Federal laws and regulations. Licensee shall not interfere with any water rights or usage of water as a result of this agreement.

   F. Licensee is self-insured. As a governmental entity, Licensee will be liable for damage to persons or property to the extent caused by the negligent or wrongful acts or omissions of Colorado Division of Water Resources acting within the scope of their employment or for any loss related to the installation, operation, maintenance, and other activities associated with the streamgage described above and in accordance with, and to the extent permitted under, the Federal Tort Claims Act (28. U.S.C. 1346(b) and 2671 et seq.) or the Colorado Governmental Immunities Act (C.R.S. §§ 24-10-101 et seq.).

   G. No existing utilities or facilities located within the Property are to be cut or damaged. In the event Licensee damages any existing utility or facility, Licensee shall immediately notify and either immediately repair and replace the damaged facility or pay Licensor to repair and replace the same in accordance with the desires of Licensor.

   H. Any and all costs associated with the construction, operation, maintenance and repair of
the streamgage installed by Licensee shall be paid solely by Licensee.

I. Following Licensor's approval of this License, with the Licensor's additional written approval, Licensee may assign one or more of the responsibilities enumerated above to a contractor retained to perform some or all of the construction required to install the streamgage. However, if Licensee retains such a contractor, Licensee shall remain responsible for said contractor's compliance with the terms of this License.

4. **Miscellaneous.**

   A. The Parties hereby agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party hereto, or its agents or employees. This License embodies all agreements between the Parties hereto and there are no promises, terms, conditions, or obligations referring to the subject matter whereof other than as contained herein.

   B. This Agreement shall not be valid until it has been approved by the City Council of Central City, Colorado, and executed by the City Manager or his designee.

   C. No term or condition of this grant and Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions granted by any provisions of State and/or Federal law.

   D. Applicable Federal, State, and local laws, rules, and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.

   E. It is expressly understood and agreed that the enforcement of the terms and conditions of this License and Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties and nothing in this grant and Agreement shall give or allow any claim or right of action whatsoever by any other person not a party hereto. It is the express intention of the undersigned Parties that any entity other than the undersigned Parties receiving services or benefits under this grant and Agreement shall be an incidental beneficiary only.

   F. In the event of a dispute between Licensor and Licensee concerning this grant and Agreement, the Parties agree that each shall be responsible for the payment of its own attorney fees and/or legal costs.

   G. Licensee is prohibited from assigning any or all of its rights under this License without first obtaining written consent to such assignment from Licensor, which consent shall not be unreasonably withheld.

   H. If any term or provision of this License, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this License, or the application of such terms or provisions, to a person or circumstances other than those as to which it is
held invalid or unenforceable, shall not be affected, and every other term and provision of this License shall be deemed valid and enforceable to the extent permitted by law.

   I. The streamgage shall at all times be maintained in good repair. The Licensee agrees to remove or cover graffiti or other damage caused to the streamgage within a reasonable time following notice or knowledge of such damage or within forty-eight (48) hours of delivery to the Licensee of a written demand by Licensor, whichever is earlier.

   J. Removal of streamgage and associated equipment. Upon termination of this Agreement, Licensee shall remove any and all materials, signage, and equipment that have been placed upon Licensor’s Property. At Licensee’s sole cost and expense, Licensee shall return the Property to the same or better condition as existing on the Effective Date.

   K. Notices. All notices herein provided to be given, or which may be given, by any party to the other, shall be deemed to have been fully given when served personally on Licensor or Licensee, or when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

   Licensor:  City of Central  
   141 Nevada Street,  
   P.O. Box 249  
   Central City, Colorado 80427

   Licensee:  Colorado Division of Water Resources  
   1313 Sherman Street  
   Denver, CO 80203

   L. Governing law and venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any action arising under this Agreement shall be in the appropriate court for Clear Creek County, Colorado.

   It is mutually understood and agreed that this License and all the terms and conditions hereof shall extend to and be binding upon the Parties hereto, and their permitted successors and assigns.

LICENSEE:  Colorado Division of Water Resources

By: ______________________________
Title: ______________________________

ATTEST:

By: ______________________________
Title: ______________________________
LICENSOR:

City of Central, a home rule municipality of the State of Colorado

Daniel R. Miera, City Manager, authorized pursuant to Resolution No. 19-10

ATTEST:

Reba Bechtel, City Clerk
EXHIBIT B

Photograph of similar electronics enclosure installation in Boulder County, CO

Photograph of similar stage sensor installation in Jefferson County, CO
# Community Development Department -
Department Update – April 16, 2019

## Building

<table>
<thead>
<tr>
<th>Year</th>
<th>Permits</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>2017</td>
<td>39 permits</td>
<td>$655,900</td>
</tr>
<tr>
<td>2018</td>
<td>33 permits</td>
<td>$1,008,099</td>
</tr>
<tr>
<td>2019</td>
<td>6 permits</td>
<td>$178,600</td>
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</tbody>
</table>

ISO Current Rating: 4 SFR / 3 Commercial/industrial – Prior rating: 9

## Planning

Various Initial Development/Building Inquires addressed
Growth IGA – Staff meeting with county completed soon.

<table>
<thead>
<tr>
<th>Trails/Recreation</th>
<th>Work session with Council Planned – Public workshop held – April 9th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chase Res.</td>
<td>Alternative Recreational Options will be investigated</td>
</tr>
</tbody>
</table>

Planning Commission

Last meeting – November 2018

Topic: Comp Plan / Zcne Change Request

## Economic Development

Northwest Colorado Enterprise Zone – Promotion Continues

HEAL Colorado

Rapid Food Assessment – Report Completed – Next steps discussed with Manager

CU Denver

Grant to support University coursework in Central City - 2019-2021 – Submitted February 15th

## Historic Preservation

Belvidere Theater

Owner Representative – New Contract will be pursued for next phase
March 18, 2019 – public input received – Direction from council will be requested

DOLA Mineral Impact Grant – Awarded – up to $179,350

Form Works Design Group Selected

Historic Preservation Commission

Last Meeting – December 12
- Relocation of Rickville-Williams House (yellow house)
- Proposed roof plans for 200 E. 4th High St. – Revised Design Guidelines

2019 cases

0

## Code Enforcement

Respond to complaints made -

<table>
<thead>
<tr>
<th>Year</th>
<th>Cases</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>33</td>
</tr>
<tr>
<td>2018</td>
<td>57</td>
</tr>
<tr>
<td>2019</td>
<td>10</td>
</tr>
</tbody>
</table>

## Marketing/Events

Billboard

Arts – April 1/ May 30, Opera – May 31/ Aug. 6, Historical Society – Aug. 7/ Sept. 30

Central City App – Mobile Town Guide developed “Mobile Town Guide Central City” – Expires In 2019

Citations Issued YTD: 6
<table>
<thead>
<tr>
<th>Editing videos for commercial and digital media content</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Street Central City –</td>
</tr>
<tr>
<td>Direct City Marketing / Promotion</td>
</tr>
<tr>
<td>New 2019 Rack Card</td>
</tr>
<tr>
<td>Printed and placed in various locations</td>
</tr>
<tr>
<td>2019 Media Buy</td>
</tr>
<tr>
<td>Channel 7</td>
</tr>
<tr>
<td>iHeart Radio – KOA/ Fockies, Broncos Spons.</td>
</tr>
<tr>
<td>Digital, broadcast and e-blasts</td>
</tr>
<tr>
<td>Radio, e-blasts and digital</td>
</tr>
<tr>
<td>Focus on Ads running from May – Sep.</td>
</tr>
<tr>
<td>2019 Events</td>
</tr>
<tr>
<td>Finalizing various dates</td>
</tr>
<tr>
<td>Waiting for direction as to future approval process</td>
</tr>
<tr>
<td>Currently have two applicants for new events</td>
</tr>
<tr>
<td>Marketing Plan</td>
</tr>
<tr>
<td>Created for 2019+</td>
</tr>
<tr>
<td>Focus on diversifying – In process of creating</td>
</tr>
</tbody>
</table>

**Audio Visual / Website / Information Technology**

<table>
<thead>
<tr>
<th>Website/Social Media – Currently revising the web page</th>
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</thead>
<tbody>
<tr>
<td>Administration, promotion and monitoring continues</td>
</tr>
<tr>
<td>Livestreaming of City Council Meetings</td>
</tr>
<tr>
<td>PBX/ Phone Systems</td>
</tr>
<tr>
<td>Gathering quotes for new support</td>
</tr>
</tbody>
</table>

**Staff**

<table>
<thead>
<tr>
<th>Managing consultants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training at UC Denver</td>
</tr>
<tr>
<td>UC Denver Intern</td>
</tr>
<tr>
<td>Main Street Advisor</td>
</tr>
<tr>
<td>Historic Preservation &amp; Code Enforcement Officer – Position re-Posted</td>
</tr>
</tbody>
</table>
Memorandum

To: City Council
From: Ray W. Rears, HPO
CC: Daniel Miera, City Manager
Date: April 11, 2019
Re: Colorado & Southern Railroad – Gondola (Railcar) No.4319 –
Update – State Register Review Board Invitation

Background:

On May 29, 2018, City Council approved Resolution No. 18-11, which authorized the lease of the railcar to the South Park Rail Society (SPRS) for 10-years, until it is returned to Central City by the year 2028. During that time the rail car will be restored by the SPRS in Como Colorado, by September, 2020. Previously the railcar was stored and on display at William C. Russell Jr. Park.

In order to support SPRS’s efforts for restoration, the City gave permission for them to request the car be placed on the Colorado State Register of Historic Properties. That request will be heard in May.

Invitation:

The City has been invited to attend the meeting at the History Colorado Center at which time the nomination will be considered on May 17, 2019 [Details in the letter].
April 4, 2019

Ray W. Rears
Central City Community Development & Historic Preservation
141 Nevada Street
P.O. Box 249 (City Hall, 1st Floor)
Central City, CO 80427

Re: Colorado State Register of Historic Properties nomination of the Colorado & Southern Railroad Gondola No. 4319 (SPA.6291), Como Roundhouse Complex, 990 CR 33, Como, Park County, Colorado

Dear Mr. Rears:

We are pleased to inform you that the C&S Gondola No. 4319 will be considered by the Colorado Historic Preservation Review Board for nomination to the Colorado State Register of Historic Properties. The State Register is Colorado’s official list of historic properties worthy of preservation. Listing in the State Register provides recognition and assists in preserving our state’s heritage.

Listing of a property in the State Register provides recognition of the property’s historic importance and assures protective review of State funded, licensed or permitted projects that might adversely affect the character of the historic property. Listed properties are eligible for certain state income tax credits for rehabilitation and they can compete for State Historical Fund grants. Listing in the State Register does not place limitations on the property by the State. Owners are not required to offer public visitation privileges.

You are invited to attend the State Register Review Board meeting at which the nomination will be considered. The meeting will be held on May 17, 2019, at the History Colorado Center at 1200 Broadway in Denver. The meeting is scheduled to begin at approximately 1:00 p.m., immediately following the conclusion of the meeting for the review of nominations to the National Register of Historic Places, at which comments concerning the eligibility of nominated properties are welcome. We suggest that you call our office if you are planning to attend so that we may note your attendance at the meeting.

Should you have questions before the Review Board meeting, please contact Erika Warzel, National & State Register Coordinator, at 303-866-4683 or erika.warzel@state.co.us.

Sincerely,

Holly K. Norton, Ph.D.
Deputy State Historic Preservation Officer

Enclosures
Tentative Agenda, State Register Information Sheet
NOTICE OF PUBLIC MEETINGS
COLORADO HISTORIC PRESERVATION REVIEW BOARD
And
COLORADO STATE REGISTER REVIEW BOARD
Friday, May 17, 2019

Location:
History Colorado Center – Colorado Room, First Floor
1200 Broadway, Denver, Colorado

TENTATIVE AGENDA

10:00 COLORADO HISTORIC PRESERVATION REVIEW BOARD CALL TO ORDER
Steve Turner, State Historic Preservation Officer

APPROVAL OF MINUTES for January 18, 2019 meeting

10:10 NATIONAL REGISTER NOMINATION REVIEW
Explanation of program and procedures
Public review and discussion

NATIONAL REGISTER NOMINATIONS

Bennett House (CLG)
816 W. Mountain Avenue, Fort Collins (5LR.8067)

St. Stephen’s Lutheran Church (CLG)
10828 Haron Street, Northglenn (5AM.3862)

John C. Shaffer Barn
14422 West Ken Caryl Avenue, Littleton vicinity (5JF.7501)

Hannah Barker House (CLG)
800 Arapahoe Avenue, Boulder (5BL.2896)

Atchison, Topeka and Santa Fe Railway Passenger Depot (CLG)
109 East Beech Street, Larnar (5PW.324)

Wagon Wheel Gap Hot Springs Resort
1 Goose Creek Road, Citrusville vicinity (5ML.22)

Fetz/Keller Ranch Headquarters
61801 State Highway 90, Montrose vicinity (5MN.11081)

NATIONAL HISTORIC LANDMARK COURTESY REVIEW

Colorado Fuel and Iron Company Administrative Complex
225 Canal Street, Pueblo (5PE.4179)

12:00** ADJOURNMENT OF COLORADO STATE HISTORIC PRESERVATION REVIEW BOARD
12:05  **LUNCH FOR REVIEW BOARD MEMBERS**

1:05**  **STATE REGISTER REVIEW BOARD CALL TO ORDER**
Steve Turner, Executive Director, History Colorado/Colorado Historical Society

**APPROVAL OF MINUTES** for January 18, 2019 meeting

**STATE REGISTER NOMINATIONS**

**A.G. Ranch House**
56052 S. US Highway 285, Shawnee (SPA.756)

**Colorado & Southern Railroad Gondola No. 4319**
Como Roundhouse Complex, 990 CR 33, Como (SPA.6291)

**National Sugar Manufacturing Co. Gates**
County Road H, Sugar City (5CW.122)

1:45**  **ADJOURNMENT OF STATE REVIEW BOARD**

**Time shown is approximate and subject to change depending on the length of time required for board review of each nomination.**

**Copies of the nominations to be reviewed may be examined at:**
Office of Archaeology and Historic Preservation, National Register and State Register Offices, History Colorado Center, 1200 Broadway, Denver, CO 80203; please call 303-866-3392

**NOMINATION SUBMISSION DATES AND REVIEW BOARD MEETING DATES – MEETINGS TYPICALLY HELD IN DENVER**

<table>
<thead>
<tr>
<th>SUBMISSION DEADLINES&lt;sup&gt;o&lt;/sup&gt;</th>
<th>BOARD MEETINGS</th>
<th>SUBMISSION DEADLINES&lt;sup&gt;o&lt;/sup&gt;</th>
<th>BOARD MEETINGS</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 1, 2019</td>
<td>May 17, 2019</td>
<td>January 31, 2019</td>
<td>May 15, 2020</td>
</tr>
<tr>
<td>May 31, 2019</td>
<td>September 20, 2019</td>
<td>May 29, 2020</td>
<td>September 18, 2020</td>
</tr>
<tr>
<td>October 4, 2019</td>
<td>January 17, 2020</td>
<td>October 2, 2020</td>
<td>January 15, 2021</td>
</tr>
</tbody>
</table>

<sup>o</sup>Official nomination submissions must include all required materials including the nomination form, maps and photographs. Only complete and adequately documented nominations will be forwarded to the Review Board. Draft nominations may be submitted at any time.
The Colorado State Register of Historic Properties is a listing of the state's significant cultural resources worthy of preservation for the future education and enjoyment of Colorado's residents and visitors. Properties listed in the State Register include individual buildings, structures, objects, districts and historic and archaeological sites. The State Register program is administered by the Office of Archaeology and Historic Preservation within History Colorado (the Colorado Historical Society). History Colorado maintains an official list of all properties included in the State Register. Properties that are listed in the National Register of Historic Places are automatically placed in the State Register. Properties may also be nominated separately to the State Register without inclusion in the National Register.

**Nomination Criteria**

Criteria for consideration of properties for nomination and inclusion in the State Register includes the following:

A. The association of the property with events that have made a significant contribution to history;

B. The connection of the property with persons significant in history;

C. The apparent distinctive characteristics of a type, period, method of construction, or artisan;

D. The geographic importance of the property;

E. The possibility of important discoveries related to prehistory or history.

**Nomination Process**

Properties may be nominated to the State Register by the owner, a local government, an agency or the Society. However, all nominations must contain the owner's signed and notarized approval of the nomination. The nominator must submit sufficient information to History Colorado on the State Register nomination form along with any accompanying documentation necessary to establish the property's historical significance and eligibility for inclusion based on State Register criteria.

When a completed nomination is received by History Colorado, the nomination form is reviewed for sufficiency. Incomplete nominations are returned to the applicants for additional information. Complete nominations are scheduled for the next State Register Review Board meeting and the owners and nominators are notified as to the date, time and location of the review board meeting.
The Colorado State Register Review Board is composed of citizen members and professionals from the disciplines of prehistoric and historic archaeology, history, architecture and architectural history. The Review Board meets at least three times a year to consider nominations. These meetings are open to the public.

At the conclusion of the Review Board meeting, the Board recommends to the History Colorado Board of Directors the approval or denial of the nominated properties for inclusion in the State Register. Within thirty days of the recommendation, the Board of Directors determines whether the nominated properties are to be listed in the State Register. The property owners are notified of the determination.

**Benefits of Listing**

Listing in the Colorado State Register of Historic Properties provides:

- Formal recognition of a property’s importance to the history of the community and the state of Colorado.
- A body of information for local community planning, tourist promotion, neighborhood revitalization.
- A sense of community history and local pride.
- Eligibility to compete for grants from History Colorado’s State Historical Fund. These grants may be used for acquisition and development, education, and survey and planning projects.
- Eligibility to apply for state tax credits for restoration, rehabilitation, or preservation of State Register properties.
- Limited protection from state agency actions that would affect the property. Agencies must solicit the comments of History Colorado to assure that State Register properties are given consideration in the state planning process.

There are no restrictions imposed by History Colorado as to what private property owners or public owners of non-State lands may or may not do with their property. Private property owners and public owners of non-State lands may alter or demolish a listed property subject only to applicable local government regulations and permitting procedures. In some communities, properties listed in the State Register may be automatically designated as local landmarks. Such landmark status may include the local review of proposed changes to the property through the application of design guidelines. A list of Colorado communities with local landmarking programs is available from OAHP and is also posted on the office web site at www.coloradohistory-oahp.org.

If you have questions about the State Register nomination process or the effects of listing, please contact the State Register Coordinator in the Office of Archaeology and Historic Preservation at 303-866-4683.

7/2016
INTEROFFICE MEMORANDUM

TO: Mayor Fey, City Council, and City Manager
FROM: Sam Hoover, Public Works Director
SUBJECT: Council Update: Bi-weekly Report
DATE: April 10, 2019

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

- Vehicle maintenance
- Repaired and/or replaced delineators on the Parkway
- Patched potholes
- Swept roadways
- Placed additional signage on Casey Street to warn motorists of the blind curve
- Posted the RFP for the west stairway replacement and had a mandatory pre-bid meeting (only one contractor attended)
- Worked with legal to prepare the Sidewalk Resolution
- Worked with legal to prepare the Storm Water Agreement
- Attended a close-out meeting for the CDOT I-70 Floyd Hill corridor
To: City Manager, Daniel Miera
From: Jack Beard, Water Operator
Date: April, 2019
Re: Bi-Monthly Report

- Department staff have been working with Colorado Department of Water Resources for the relocation of a state-owned stream flow gauge that is located on Fall River.
- The department is working to complete a survey throughout the city for any lead water service lines. Staff will be using GIS & assessor data to categorize homes by build date. Staff may use these residences to sample for annual lead and copper tests. Staff has also considered obtaining lead test kits to perform a small survey of service lines throughout.
- The department has been working with Deere & Ault who processes the city’s water accounting data and prepares it for submission to the state. The state has requested that we update some of our accounting forms. Deere & Ault Consultants are working with staff to provide these updated forms.
- The department worked with human resources to conduct interviews of applicants for the new position. An offer has been made and was formally accepted. The new hire is slated to started on April 22, 2019.
- Department staff have still seen frozen water meters into the early spring. Looking back throughout the entire winter it seems most common for water meters to freeze at a residence when the resident leaves for an extended period. Staff is working with residents to try and mitigate the risk of frozen water meters. The department has had some success in adding additional insulation to the water meters and meter pits.
- Chase gulch reservoir is beginning to thaw, and warmer temperatures have allowed for the ice to come off near the banks.
• Department staff have been closely monitoring raw water turbidity at the water treatment plant as well as monitoring inflows at Hole in The Ground Reservoir. The department has seen a very slight increase of flows on the warmer days. It seems that spring runoff could be expected to arrive in the next week or two. Although a substation change in temperature could speed or slow that process.
## GILPIN COUNTY COMMUNICATIONS

### Events by Nature Code by Stat/Beat

**Agency:** GCSO, **Station/Beat:** CC, **Event date/Time range:** 02/01/2019 00:00:00 - 04/10/2019 23:59:59

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<th>% Total</th>
<th>Avg Disp Time</th>
<th>Avg Resp Time</th>
<th>Avg Scene Time</th>
<th>Total Call Time</th>
<th>Avg Call Time</th>
</tr>
</thead>
<tbody>
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*Events by Nature Code by Stat/Beat*
# GILPIN COUNTY COMMUNICATIONS

## Events by Nature Code by Stat/Beat

Agency: GCSO, Station/Beat: CC, Event date/Time range: 03/01/2019 00:00:00 - 03/31/2019 23:59:59

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