CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, April 17, 2018 @ 7:00 p.m.
141 Nevada Street, Central City, Colorado
AGENDA

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

7:00pm Council Meeting

1. Call to Order.

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

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 11, 2018; and
   City Council minutes: April 3, 2018.

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. Historic Preservation Commission Appointment –1 alternate

8. Resolution No. 18-09: A resolution of the City Council of the City of Central, Colorado awarding a BID for the Central City Chip 2018 Chip Seal Project (RFP 2018-01) and authorizing the City Manager to execute a construction contract with A-1 Chipseal Company. (Hoover)

REPORTS —

9. 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. Sections 24-6-402(4)(a) and -(4)(c) to discuss the potential sale of personal property owned by the City, to develop strategies for negotiation and instruct negotiators regarding the potential sale of City-owned personal property.

ADJOURN. Next Council meeting May 1, 2018.

Please call Reba Bechtel, City Clerk at 303-582-5251 at least 48 hours prior to the Council meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting.
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Grand Totals: 80,396.54
City of Central City

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CALL TO ORDER
A regular meeting of the City Council for the City of Central was called to order by Mayor Heider at 7:02 p.m., in City Hall on April 3, 2018.

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

Absent: None

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

Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA
The agenda was approved with the addition of a presentation by Sheriff Bruce Hartman.

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

CONSENT AGENDA
Alderman Laratta moved to approve the consent agenda containing the regular bill lists through March 23 and the City Council minutes for the meeting on March 20, 2018. Mayor pro tem Voorhies seconded, and without discussion, the motion carried unanimously.

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

PUBLIC HEARING
Ordinance No. 18-03: An ordinance of the City Council of the City of Central, Colorado conditionally authorizing the sale and transfer of City owned property.
City Manager Miera explained that this ordinance conditionally approves the sale of certain City-owned real property to Whispering Pines LLC DBA Central City KOA.

Whispering Pines submitted a written request to the City dated February 23, 2018 to purchase approximately 1.54 acres of land located south of and adjacent to the Central City KOA between the Central City KOA and Lake Gulch Road. The written request submitted to the City by Whispering Pines was accompanied by a 49-page value appraisal. If this ordinance is approved by City Council, the City would enter into the Purchase Contract with Whispering Pines.

In accordance with Sec. 4-6-30(b) of the Municipal Code, the proceeds from the sale of the Property, if the proposed transaction is ultimately closed, will be deposited in the City’s Public Property and Development Trust Fund (“Property Fund”). Per Sec. 4-6-30(c) of the Code, funds in the Property Fund may only be appropriated and expended for the acquisition or real property to be owned or traded by the City for a public purpose, or for the improvement of City-owned property, or for related legal or administrative expenses.

Staff has reviewed the written request of Whispering Pines to acquire the Property. In accordance with Sec. 4-6-20(b)(1) of the Code, the City Manager’s written evaluation follows:

1. The proposed purchase price has been determined through an appraisal, a copy of which is on file with the City.
2. The Property is surplus property and is not currently subject to a development proposal and is not adjacent to any property subject to a development proposal.
3. There is no current or future need for public use of the Property.

The City Manager and City Attorney are recommending that certain conditions be satisfied prior to the conveyance of the Property to Whispering Pines, specifically:

a. Whispering Pines shall be required to obtain an ALTA survey of the Property in a form acceptable to the Central City Zoning Administrator prior to submitting a site plan or final plat for review by the Administrator; and
b. The closing of the sale of the Property and execution of documents shall not occur prior to the final approval of the City of a final plat, site plan and other documents or approvals required by the Central City Land Development Code including but not limited to Whispering Pines’ satisfaction of all limited or conditional use standards required by the LDC applicable to the Limited Community Commercial (LCC) zone district.

In addition, Staff is recommending that the sale of the Property to Whispering Pines be subject to a Right of First Refusal to repurchase the Property which is incorporated into the quit claim deed conveying the City of Central Property to Whispering Pines.

Mayor Heider opened the Public Hearing at 7:11 p.m.
Joe Behm, CCBID, offered a welcome to new business in town and encouraged them into the tax district.

Jeremy Fey, 202 W 6th High, spoke in support of working with the bondholders.

Mayor Heider closed the Public Hearing at 7:14 p.m.
Mayor pro tem Voorhies moved to adopt Ordinance No. 18-03: An ordinance of the City Council of the City of Central, Colorado conditionally authorizing the sale and transfer of City owned property. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

**ACTION ITEMS: NEW BUSINESS**
No new business was presented.

**REPORTS**
Manager Miera asked for direction from Council on regarding approval of event application for gunfights on Main Street. Alderman Laratta suggested that it be up to the various event organizers to invite the Wild Bunch. Consensus is to have staff and two members from Council meet with the Wild Bunch.

**COUNCIL COMMENTS**
Alderman Laratta reported that her visit to Cripple Creek was very interesting and though it is a beautiful town, Central City is more beautiful.

**PUBLIC FORUM/AUDIENCE PARTICIPATION**
Joe Behm, CCBID, thanked Council for allowing a spirited conversation in the work session regarding the Wild Bunch and added that Central City has a different history from Denver which was a cow town.

Barbara Thielemann, 101 H Street, shared a memory from her childhood when someone yelled fire at the local movie theatre causing a stampede.

**EXECUTIVE SESSION**
At 7:30 p.m., Mayor pro tem Voorhies moved to adjourn pursuant to C.R.S. § 24-6-402(4)(b) to discuss specific legal questions related to Notice of Claim submitted to the City dated January 26, 2018 and further moved to reconvene the April 3rd regular City Council meeting at the conclusion of the executive session to provide direction to the City Attorney, if required, or to adjourn the April 3rd regular meeting. Alderman Aiken seconded, and without discussion, the motion carried unanimously.

At approximately 8:35 p.m. the executive session was concluded and Mayor Heider announced that the participants in the executive session had been: Mayor Kathryn Heider, Mayor pro tem Voorhies, Alderman Laratta, Alderman Aiken, Alderman Bell, City Manager Miera, and City Attorney McAskin.

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

No concerns were noted.

Alderman Aiken moved to adjourn the April 3rd regular City Council meeting. Alderman Bell seconded, and without discussion, the motion to adjourn was approved unanimously at 8:36 p.m.
The next regular City Council meeting is scheduled for Tuesday, April 17, 2018 at 7:00 p.m.

Kathryn A. Heider, Mayor

Reba Bechtel, City Clerk
Agenda Item #7

TIMOTHY J CASEY
202 East Fifth High Street    P O Box 1421
Central City Colorado 80427
720-309-8809    timojkc3@yahoo.com

December 4, 2017

To the Mayor and City Council, City of Central, Colorado:

I hereby submit this request to be considered as a candidate for alternate on the Historic Preservation Commission.

I am a resident of Central City on 5th High Street as well as a long time frequent visitor.

Being a Colorado native and twenty year resident of Boulder, I enjoy the rich history of the many existing/non-existing mining towns here in Colorado.

I presently have mining interests in the Nevadaville area that I plan to begin actively working this year.

The background that supports my candidate request comes from a variety of experiences and skills in both land surveying and construction and restoration of historic properties.

The changes in the last 25 years in Black Hawk affirmed my interest in preserving what could be and/or needed to be preserved in the Central City area.

My hope is to be able to utilize my skills and experiences to help this city to be a vibrant community once again, moving forward and growing into the future.

I thank you in advance for taking a look at me and considering my request.

Thank you all.

Timothy J Casey
Dear City of Central,

My name is Ernie Van Deuchen and I have been a resident of Central City for seven years. Having been a history major in college, I have always held a special place in my heart for the American West. So taken that, at one time, I owed and restored four historic houses and a cabin in Denver and the surrounding foothills. Central City was a perfect fit! The passionate aspirations of the HPC to both preserve and protect this magical haven is a team I would find it a pleasure to be a member of.

Sincerely.

E. Van Deuchen
I. REQUEST OR ISSUE: Resolution 18-09 ("Resolution") awards a bid for the City's 2018 Parkway Chip Seal Project (RFP 2018-01) (the "Project") to A-1 CHIPSEAL COMPANY, a Colorado corporation (the "Contractor") and authorizes the City Manager to finalize and execute the construction contract with the Contractor.

II. BACKGROUND: On or about March 1, 2018, the City solicited proposals for the Project in accordance with Colorado law by posting a request for proposals ("RFP") on the Rocky Mountain Bid Net System. A total of three (3) bids were received by the applicable due date. City Staff has reviewed and evaluated the unit price bids received from the three firms that submitted proposals to determine the responsible and responsive bidder for the Project. As authorized by the RFP, a reduction in the scope of work was negotiated following the selection of the lowest responsible and responsive bidder.
The work associated with the Project will involve the application of chip seal and fog coat to 66,897 square yards of Phases 3 and 4 of the Central City Parkway, and related striping and mobilization costs. The Resolution awards the bid to the Contractor in the not to exceed sum of $246,895.12.

I will be available to answer any Project-specific questions at the April 17th regular City Council meeting.

III. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution No. 18-09.

IV. **FISCAL IMPACTS:** Funds for the Project are appropriated in the City’s 2018 budget, as adopted by City Council.

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. 18-09, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, AWARDING A BID FOR THE CENTRAL CITY 2018 CHIP SEAL PROJECT (RFP 2018-01) AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH A-1 CHIPSEAL COMPANY."
CITY OF CENTRAL, COLORADO  
RESOLUTION NO. 18-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AWARDING A BID FOR THE CENTRAL CITY 2018 CHIP SEAL PROJECT (RFP 2018-01) AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH A-1 CHIPSEAL COMPANY

WHEREAS, on or about March 1, 2018 the City of Central ("City") solicited proposals for the Central City 2018 Chip Seal Project (RFP No. 2018-1) (the "Project") in accordance with Colorado law by posting a request for proposals ("RFP") on the Rocky Mountain Bid Net System; and

WHEREAS, City Staff has evaluated the unit price bids received from the three (3) firms that submitted proposals by the applicable due date together with the specific criteria set forth in the RFP to determine the responsible and responsive bidder for the Project; and

WHEREAS, a copy of the tabulated bid/proposal sheet for the Project is on file with the City Clerk’s Office; and

WHEREAS, it is the desire and intent of the City Council to award the construction contract to the responsible and responsive bidder who submitted a proposal in compliance with the reasonable and stated specifications contained within the RFP; and

WHEREAS, the City Council, after full consideration of the bids submitted and the recommendation of the City’s Public Works Director, finds that A-1 CHIPSEAL COMPANY, a Colorado corporation (the successful bidder, hereinafter the "Contractor") submitted the responsible and responsive bid for the Project; and

WHEREAS, it is in the best interests of the City to award the bid for the Project to the Contractor in the not to exceed amount of Two Hundred Forty-Six Thousand Eight Hundred Ninety-Five and 12/100 Dollars ($246,895.12), based on the unit price(s) set forth in the Contractor’s bid, and a negotiated change in the scope of work associated with the Project; and

WHEREAS, the City desires to enter into a construction contract with the Contractor to have the Contractor perform the work described with particularity in the RFP subject to the negotiated reduction in scope of the Project and contract documents for the benefit of the City of Central, which construction contract shall be prepared in accordance with paragraph 6 of the "Terms and Conditions" section of the RFP (the construction contract shall be in a form approved by the City Attorney) (the “Construction Contract”).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, THAT:
Section 1. The City Council hereby: (a) awards the Project to the Contractor in the not to exceed amount of Two Hundred Forty-Six Thousand Eight Hundred Ninety-Five and 12/100 Dollars ($246,895.12); (b) authorizes the City Attorney to finalize and to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Construction Contract as may be appropriate that do not substantially increase the obligations of the City; and (c) authorizes the City Manager to execute the Construction Contract on behalf of the City.

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

ADOPTED THIS 17th DAY OF APRIL, 2018.

CITY OF CENTRAL, COLORADO

By: ____________________________
Kathryn A. Heider, Mayor

ATTEST:

By: ____________________________
Reba Bechtel, City Clerk

APPROVED TO FORM:

By: ____________________________
Marcus McAskin, City Attorney
CONSTRUCTION CONTRACT
FOR THE FOLLOWING PROJECT:
CENTRAL CITY 2018 CHIP SEAL PROJECT

This Construction Contract ("Contract"), effective this _ day of ____________ , 2018, is made and entered into by and between A-1 CHIPSEAL COMPANY, a Colorado corporation, having a principal office address of 2505 E. 74th Avenue, Denver, Colorado 80229 ("Contractor"), and the CITY OF CENTRAL (hereinafter, "City" or "Owner"), a home-rule municipal corporation of the State of Colorado, having an address of 141 Nevada Street, P.O. Box 249, Central City, Colorado 80427 (collectively, the City and Contractor are referred to herein as the "Parties").

In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

PART 1 – WORK; TIME

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all work required by the Contract Documents, specifically the following:

The Contractor shall furnish all labor, equipment, material, supplies, environmental protection, raised lane markers, signage, traffic control, no parking signs, primary and secondary sweeping, and other incidentals necessary to provide a chip seal on the Central City Parkway. This includes an application of polymerized emulsified asphalt, 3/8 inch granite aggregate and a latex modified emulsion fog seal to the existing roadway surface. This is to be a turn-key project that includes the final striping of the roadway with a CDOT approved waterborne paint (the “Work”).

1.02 The Contractor agrees to undertake the performance of the Work within forty-five (45) days
following the Notice to Proceed and agrees that the Work will be completed within seventy-five (75 days) of the date of the Notice to Proceed unless the contract time is extended by the City as provided in the Contract Documents.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for “the approval of the City,” such subsequent approval by the City does not mean that City is responsible for the accuracy, thoroughness, or judgment contained in the document. The City does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the City is relying on the expertise of the Contractor for the timely completion of the Work required by the Contract Documents.

PART 2 – CONTRACT PRICE AND PAYMENT

2.01 The City shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor’s Form of Bid, not to exceed Two Hundred Forty-Six Thousand Eight Hundred Ninety-Five and 12/100 Dollars ($246,895.12).

2.02 The City shall make payments as set forth in Article 9 of the General Conditions, subject to the City’s obligation to retain a portion of the payments until final completion and acceptance by the City of all Work included in the Contract Documents.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The City represents that either an appropriation for the price specified in this Construction Contract has been made by the City Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

2.05 The Parties understand and acknowledge that the City of Central 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 Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of the 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 the City of Central and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

PART 3 – CONTRACTOR’S REPRESENTATIONS

3.01 In order to induce the City to enter into this Construction Contract, the Contractor makes the following representations:

(a) The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and any and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the site and existing facilities
affecting cost, progress or performance of the Work.

(c) Contractor has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if applicable, the written resolution(s) thereof by the City is/are acceptable to the Contractor.

(d) Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with any illegal aliens to perform work under this Contract. By entering into this Contract, Contractor certifies as of the date of this Contract that has confirmed the employment eligibility of all employees who are newly hired for employment and who will perform work under the public contract for services through participation in the e-verify program or department program. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor, performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor’s actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Contract, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages otherwise provided by this Contract.

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of acceptance of the Work by the City, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects. Contractor shall provide a performance, payment, maintenance and warranty bond that shall remain in effect until all defects are corrected as required by this paragraph.

3.03 Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as agents or employees of the City.

PART 4 - CONTRACT DOCUMENTS

4.01 The Contract Documents, which comprise the entire Construction Contract between the City and the Contractor, shall be considered fully incorporated into this Construction Contract and made a part hereof:

Request for Proposals (RFP 2018-1) (Including Scope of Work and Project Specifications)

Other:
Instructions to Bidders
Proposer Certification and Bid Form
Proposer Bid Form (Revised 03/08/2018)
Notice of Award
Notice to Proceed
Construction Contract
Performance, Payment, Maintenance and Warranty Bond
General Conditions, including table of contents
Change Orders
Insurance Certificates
Tax Exempt Certificates
City of Central Standards and Specifications for Design and Construction (209 pages), adopted pursuant to City Ordinance No. 13-06
Scope of Work and Project Specifications
Central City Parkway (as-builit)

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions, and written addenda, change orders, or other modifications approved in writing by both Parties subsequent to the date of this Contract as set forth on page 1 hereof shall govern the original Contract Documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a modification, in writing, executed by the City and the Contractor.

PART 5 - PROJECT MANAGER

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the City may designate in writing:

Name: Sam Hoover, Public Works Director
Address: City of Central, 141 Nevada Street
Telephone: 303-582-5251
Email: SHoover@cityofcentral.co

The Project Manager is authorized to represent and act as agent for the City with respect to City’s rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the City having such approval authority pursuant to the City’s Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the City Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the City.

PART 6 - ASSIGNMENT

6.01 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.
6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

PART 7 - GOVERNING LAW AND VENUE

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the Charter and ordinances of the City of Central.

7.02 This Construction Contract shall be deemed entered into in Gilpin County, State of Colorado. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Gilpin County.

PART 8 - LIQUIDATED DAMAGES

8.01 The City and the Contractor recognize that time is of the essence in this Construction Contract and that the City will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 1.02 above, plus any extensions thereof allowed by the City by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the City if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City the applicable amount set forth in the General Conditions for each day that expires after the time specified in paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the City for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance, Payment, Maintenance and Warranty Bond shall pay such damages. In addition, and at the City’s option, the City may withhold all or any part of such liquidated damages from any payment due the Contractor.

PART 9 - MODIFICATIONS

This Construction Contract shall be modified only by written Change Orders or Addenda agreed upon by the Parties hereto, duly issued in form approved by the City Attorney and in conformance with the other Contract Documents.

PART 10 - CONTINGENCY

This Construction Contract is expressly contingent upon the approval of the City of all of the terms set forth herein. In the event this Construction Contract is not approved in its entirety by the City, neither Party shall be bound to the terms of this Construction Contract.

The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

No officer or employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Contract.
PART 11 – IMMUNITY

Nothing in this Construction Contract shall be construed in any way to be a waiver of the City’s Immunity protection under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., as amended.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO THE PUBLIC WORKS DEPARTMENT, CITY OF CENTRAL, ATTENTION: SAM HOOVER, PROJECT MANAGER.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract in triplicate. Two counterparts have been delivered to the City and one counterpart has been delivered to the Contractor. All portions of the Contract Documents have been reviewed by the City and the Contractor.

OWNER:

CITY OF CENTRAL, COLORADO

By: ____________________________
Daniel Miera, City Manager
(Pursuant to Authority Set Forth in Resolution No. 18-09)

ATTEST:

City Clerk

REVIEWED BY:

For City Attorney’s Office
CONTRACTOR:

A-1 CHIPSEAL COMPANY, a Colorado corporation

By: ________________________________

Name: Daniel J. Gryzmala
Title: President

STATE OF COLORADO )
                   ) ss.
COUNTY OF ____________ )

The foregoing Construction Contract was acknowledged before me this _____ day of ____________, 2018, by Daniel J. Gryzmala as President of A-1 CHIPSEAL COMPANY, a Colorado corporation.

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))
PROPOSER'S CERTIFICATION

Note: return this page with your proposal.

The undersigned, as an authorized agent of the proposer, hereby certifies:

- (X) the receipt of 1 addendum;

- (X) familiarization with all instructions, terms and conditions, and specifications stated in this RFP;

- (X) the proposer is qualified to perform the work outlined in this RFP;

- (X) that the proposal is valid until 6/30/2018 (date).

A-1 Chipseal Co.
Company Name

2505 E 74th Ave.
Mailing Address

Denver, CO 80229
City, State, Zip Code

84-1216817
Federal Employee ID Number (FEIN)

Corporation

Type of Entity (sole proprietorship, LLC, partnership, LLP, corporation, etc.)

www.a-1chipseal.com
Web site (if applicable)

Authorized Signature

Daniel J. Gryzmala
Printed Name

President
Title

303-464-9267
Phone Number

303-464-9261
Fax Number

dennism@asphaltrepair.com
Email Address
Attach Contractor Form of Bid
(from RFP 2018-01)

Exhibit 1 (Revised 3/8/2018)

BID SCHEDULE

Bid/price proposal format:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Bid - for the application of chip seal and fog coat to 66,897 square yards of Phases 3 and 4 of the Central City Parkway.</td>
<td>$211,394.52</td>
</tr>
<tr>
<td>Reference Central City Business Improvement District Highway Construction Plans of Proposed South Access Road (Central City Parkway As-Built)</td>
<td></td>
</tr>
<tr>
<td>Striping Cost</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>Striping Removal Cost (if needed)</td>
<td>$.60/sf</td>
</tr>
<tr>
<td>Mobilization/de-mobilization</td>
<td>$17,500.00</td>
</tr>
<tr>
<td>Proposed start date</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: $246,895.12

Total price written in words Two Hundred Forty Six Thousand, Eight Hundred Ninety Five and 12/100 DOLLARS

Bid Alternate – for the application of chip seal to 8.15 miles/303,087.14 square yards of the Central City Parkway.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference Central City Business Improvement District Highway Construction Plans of Proposed South Access Road (Central City Parkway As-Built)</td>
<td></td>
</tr>
<tr>
<td>Striping Cost</td>
<td></td>
</tr>
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<td></td>
</tr>
<tr>
<td>Proposed start date</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: $

Total price written in words and /100 DOLLARS
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

A-1 CHIPSEAL COMPANY

is a

Corporation

formed or registered on 11/09/1992 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 1992107820.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/30/2018 that have been posted, and by documents delivered to this office electronically through 04/03/2018 @ 13:37:07.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/03/2018 @ 13:37:07 in accordance with applicable law. This certificate is assigned Confirmation Number 10819013.

Secretary of State of the State of Colorado

******************************************End of Certificate******************************************

Notice: A certificate issued electronically from the Colorado Secretary of State’s Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State’s Web site, http://www.sos.state.co.us/biz-CertificateSearchCriteria.do entering the certificate’s confirmation number displayed on the certificate and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click “Businesses, trademarks, trade names” and select “Frequently Asked Questions.”
PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that A-1 CHIPSEAL COMPANY, a Colorado corporation, having a principal office address of 2505 E. 74th Avenue, Denver, Colorado 80229, as Principal, herein called Contractor, and ______________________, as surety, herein called Surety, are hereby held and firmly bound to the CITY OF CENTRAL, COLORADO, as Obligee, herein called Owner or City, in the sum of Two Hundred Forty-Six Thousand Eight Hundred Ninety-Five and 12/100 Dollars ($246,895.12), for the payment of which the Contractor and Surety bind themselves as well as their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor and Owner have entered into a written construction contract dated the ___ day of ______, 2018 (the “Contract”), for the construction and completion of Central City 2018 Chip Seal Project (City of Central Project No. 2018-01), which Contract, together with all Contract Documents, is by reference made a part hereof.

WHEREAS, Contractor and Surety are jointly and severally liable under the provisions of this bond and action against either or both may proceed without prior action against the other, and both may be joined in one action.

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST. The Contractor shall: (i) faithfully perform all requirements and obligations of the Contract, specifically including all extended warranty or guarantee provisions, and other applicable law, and satisfy all claims and demands incurred for the same; (ii) fully indemnify and hold harmless the City from all costs and damages which the City may incur in making good any default of the Contractor under the Contract.

SECOND. The Contractor shall protect, defend, indemnify and save harmless the City and its officers, agents, servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including, in part, the loss of use, resulting therefrom, based upon or allegedly based upon any act, omission or occurrence of the Contractor, or its employees, servants, agents, subcontractors or suppliers, or anyone else under the Contractor’s direction and control (regardless of whether or not cause in part by a party indemnified hereunder), and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract (the “Work”), or from conditions created by the performance or non-performance of the Work.

Whenever Contractor shall be, and is declared by Owner to be in default under the Contract, the Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available as
work progresses (even though there should be a default or a default or a succession of
defaults under the Contract or contracts of completion arranged under this paragraph)
sufficient funds to pay the cost of completion less the balance of the Contract price; but not
exceeding, including other costs and damages for which the Surety may be liable
hereunder, the amount set forth in the first paragraph of this bond. The term “balance of
the Contract price,” as used in this paragraph, shall mean the total amount payable by the
City to Contractor under the Contract and any amendments thereto, less the amount
properly paid by the City to Contractor; or

3. Complete or cause to be completed any repairs or other work required to be completed
under the applicable one (1) year warranty period.

THIRD. The Contractor shall pay all persons, firms and corporations, all just claims due them for
the payment of all laborers and mechanics for labor performed, for all materials and equipment used or
rented in the performance of the Work described in the Contract subject, however, to the following
conditions.

1. A claimant is defined as one having a direct Contract with the Contractor, or with a
Subcontractor of the Contractor for labor material or both, used or reasonably required for
use in performance of the Contract, labor and material being construed to include that part
of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment
directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the City
that every claimant as herein defined, who has not been paid in full before the expiration
of a period of ninety (90) days after the date on which the last of such claimant’s Work or
labor was done or performed, or materials were furnished by such claimant, may sue on
this bond for the use of such claimant, prosecute the suit to final judgment for such sum or
sums as may be due the claimant, and have execution thereon. The City shall not be liable
for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a. Unless claimant, other than one having a direct Contract with the Contractor, shall have
given written notice to any two of the following: the Contractor, the City, or the Surety
above named, within ninety (90) days after such claimant did or performed the last of
the Work or labor, or furnished the last of the materials for which said claim is made,
stating with substantial accuracy the amount claimed and the name of the party to
whom the Work or labor was done or performed. Such notice shall be served by
mailing same by registered mail or certified, postage prepaid, in an envelope addressed
to the Contractor, City, or Surety, at any place where an office is regularly maintained
for the transaction of business, or served in any manner in which legal process may be
served in the state in which the aforesaid Project is located, save that such service need
not be made by a public officer.

b. After expiration of six (6) months following the date on which Contractor ceased Work
on said Contract, it being understood, however, that if any limitation embodied in this
bond is prohibited by any law controlling the construction hereof such limitation shall
be deemed to be amended so as to be equal to the minimum period of limitation
permitted by such law.
c. Unless claimant brings such action in a state court of competent jurisdiction in and for Gilpin County, Colorado, or such other county in which the Work (as described in the Contract) is to be completed, and not elsewhere.

FOURTH. The Contractor and Surety shall guarantee and warrant that all Work shall remain in good order and repair for a period of one (1) year from date of final acceptance from all causes arising from defective workmanship and materials, and shall make all repairs arising from said causes during such period without further compensation, and shall further guarantee that all areas within the public rights-of-way affected by the Work shall remain in good order and repair without further compensation from the City for a period of one (1) year from and after final acceptance of the Work by the City. The determination of the necessity for the repair or replacement of any Work or areas within public rights-of-way shall rest entirely with the City, and the City’s decision upon the matter shall be final and obligatory upon the Contractor, subject to judicial review pursuant to applicable law.

The Surety hereby waives the right to special notification of any alterations, omissions or reductions, extra or additional work, extensions of time, Change Orders, Field Orders, or any other act or acts of the City or its authorized agents under the terms of the Contract; and failure to notify Surety of such shall in no way relieve Surety of its obligations under this bond.

Further, the Surety shall pay to the City all costs and attorney fees necessary to enforce the provisions of the bond provisions contained herein.

Unless prohibited by law, an action on this bond may be brought by the City or any person entitled to the benefits of this bond at any time within three (3) years from the date on which final payment under the Contract falls due.

Upon full compliance with all the obligations of the Contract, the City shall release this bond, in writing. This bond shall remain in effect until released by the City or the City consents in writing to acceptance of a substitute bond.

SIGNED AND SEALED THIS ____ day of ________________, 2018.

PRINCIPAL (CONTRACTOR) SURETY

(Name of Company) (Name of Company)

By: ___________________________ By: ___________________________

Address: ___________________________ Address: ___________________________

NOTE: Surety companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the City of Central.

(Accompany this bond with Attorney-in-Fact’s authority from the Surety to execute the bond, certified to include the date of the bond.)
2018

Daniel J. Gryzmala
President
A-1 Chipseal Company
2505 E. 74th Avenue
Denver, CO 80229

Re: City of Central Project No. 2018-1 (Central City 2018 Chip Seal Project)

Dear Daniel:

This letter constitutes the City’s Notice of Award for the above referenced project, awarding the project to A-1 Chipseal Company, a Colorado corporation (the “Contractor”).

Also enclosed are two (2) originals of the Construction Contract. Complete copies of all Contract Documents for this project may be obtained from the Rocky Mountain Bid Net System, which may be accessed at: http://www.govbids.com/scripts/co1/public/home1.asp or http://www.RockyMountainBidSystem.com.

In accordance with the Request for Proposals (“RFP”), the Contractor is required to execute the Construction Contract, furnish the required Performance, Payment, Maintenance and Warranty Bond (the “Bond”), and furnish the required evidence of insurance (the “Required Insurance”) to the City.

Therefore, please proceed to execute the two (2) originals of the Construction Contract and return the same to the City along with the following:

- The executed Bond; and
- Proof of the Required Insurance (all required insurance is outlined in Article 11 of the General Conditions of the Construction Contract).
With respect to the Required Insurance, the policies and coverages that are required for the project are detailed in Article 11 of the General Conditions, and generally include workers’ compensation insurance, comprehensive general liability insurance, automobile liability insurance, umbrella/excess liability insurance, together with other required insurance coverages.

The Contractor is required to submit proof of all Required Insurance when it delivers the two (2) executed copies of the Construction Contract and executed Bond to the City. The City must be named as an additional insured on all applicable insurance policies and certificates of insurance. Insurance certificates required for this project are required to be sent or delivered to my attention.

The City retains the right to review and approve the certificates of insurance issued. If the City disapproves of any separate policy or certificate of insurance issued, the City will notify Contractor in writing of such determination.

If you have any questions regarding this letter, please feel free to contact me directly at 720.279-7336 (office) or 303.419.7502 (cell). The City looks forward to working with A-1 Chipseal on a successful project.

Sincerely,

Sam Hoover
Public Works Director

cc: Reba Bechtel, City Clerk
    Marcus McAskin, City Attorney
# Community Development Department – Department Update – April 17, 2018

## Building

<table>
<thead>
<tr>
<th>Building</th>
<th>2017</th>
<th>39 permits</th>
<th>Value – 2017 - $655,900</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>8 permits</td>
<td>Value – 2018 - $273,312</td>
</tr>
<tr>
<td>Elevator Inspections</td>
<td>Draft MOU from State under review</td>
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</tbody>
</table>

## Planning

Various Initial Development/Building Inquires addressed

Growth IGA – Update and Discussion Started – Jan. 2018

Planning Commission

Last meeting – January 2018

Topic: LDC changes – Parking Fee In-Lieu

## Economic Development

Northwest Colorado Enterprise Zone

- Local Business pursuing tax credit for Qualified Work
- Central City Opera – Contribution Project Status Obtained
- Belvidere Theater – Contribution Project Status being pursued

Urban Land Institute

| T.A.P. Program | $15,000 | $5,000 from CC BID & $5,000 from DRCOG (Denied by DRCOG – Alternative Investigated) |

Parking Fee In-Lieu

Other jurisdiction information being obtained

## Historic Preservation

Belvidere Theater

- Owner Representative Search Underway
- Consultant hired to find and obtain outside grant funding
- DOLA Architect – Performing Rendering

Historic Preservation Commission

Vacancy Filled

Last Meeting – April 11 2018

- HR 18 02 – 315 Bates – Window Replacement (granted)
- HR 18-03 – 424 E. 5th High – New Windows/Replacement (granted)

2018 cases

3

Training

Saving Places Conference (3 members) Jan./Feb. 2018

Visitor Center

New items being pursued to sell and being designed

## Code Enforcement

Respond to complaints made -

<p>| 2016 | 35 |
| 2017 | 33 |
| 2018 | 15 - 1 Court Action Being Pursued |</p>
<table>
<thead>
<tr>
<th>Marketing/Events</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billboard</td>
</tr>
<tr>
<td>Central City App</td>
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<tr>
<td></td>
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<tr>
<td>Promotional Videos</td>
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<tr>
<td>Main Street Central City</td>
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<tr>
<td>Direct City Marketing / Promotion</td>
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<tr>
<td>Events</td>
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<tr>
<td>Branding</td>
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</tbody>
</table>

**Audio Visual / Website / Information Technology**

- Website/Social Media:
  Administration, promotion and monitoring continues

- Public Access Cable Channel:
  Ongoing issues, work with consultant and cable company continues

- Livestreaming of City Council Meetings:
  Operational and found on the City website and Youtube.com

**Staff**

- Managing consultants
- Training at UC Denver
- Wellness Program: New program being investigated
To: Mayor Heider, City Council, and City Manager Miera

From: Reba Bechtel, City Clerk

Date: April 17, 2018

Re: Bi-weekly Report

➢ Prep for the HPC meeting on 4/11
➢ Prep for the Regular Council meeting of 4/17
➢ Records project ongoing
➢ Promotional Association/CCA renewed YTD-4
➢ Liquor Licenses renewed YTD - 6
➢ Marijuana Licenses renewed YTD - 2
To: Daniel R. Micra, City Manager
Cc: Mayor and Council
From: Abigail R. Robbins, Finance Director
Date: April 17, 2018
Re: Staff Report

➢ Finance

• Filed form 8038-G with the IRS per the loan requirements with Prime Capital for the membrane building.

• Attended a meeting with the volunteer fire department personnel regarding the Length of Service Award Plan.

• Continued working on the Prepared by Client List for the 2017 audit, which is scheduled the week of April 23.

➢ Human Resources

• Coordinated the job advertisements for the positions of Seasonal Municipal Public Works Maintenance Worker and Central City Ambassador (back-up employee).
Since our last council update, public works staff has performed the following activities:

- Awarded and prepared the contract for the Central City 2018 Chip Seal Program
- Power washed signs
- Performed vehicle maintenance
- Performed drainage maintenance
- Performed inspection and annual maintenance on Quartz Hill
To: City Manager, Daniel Miera
From: Jack Beard, Water Operator
Date: March, 2018
Re: Bi-Monthly Report

- Department Staff are further conducting a hypolimnic release from the outlet structure at the bottom of Chase Gulch Reservoir.
- In the evening of April 7, 2018, a power outage at the Water Plant disrupted routine operations for several hours. Department Staff were able to resolve the operational issues and continue drinking water production.
- On April 6, 2018, the City Manager and Water Department Staff met with Scott Haas, the Forest Service District Ranger or the Arapaho and Roosevelt National Forests & Pawnee National Grassland Clear Creek Ranger District. The meeting concerned allowing a private land owner access to property via Central City's access road permit to Hole in the Ground Reservoir. The property which HITG Reservoir and access road sits is owned by the Forest Service. The Forest Service requested comments and concerns from Central City.
- As spring run-off begins, Department Staff continue to manipulate raw water flows at Hole in the Ground Reservoir. As mentioned in the previous Staff Report, these manipulations lower turbidity entering the Water Plant and improve treatment.
- On April 10, 2018, Department Staff oversaw geotechnical investigations conducted by Denver Adventures LLC at Chase Gulch Reservoir. Denver Adventures had access to all areas or the Reservoir that they required.
- In the near future, Water Department Staff will be conducting analyses of synthetic organic contaminants. Reports of the analyses will be made available upon completion.