CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, April 18, 2017 @ 7:00 p.m.
Gilpin County Courthouse
203 Eureka Street, Central City, Colorado

AGENDA

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

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

3. Pledge of Allegiance

4. Additions and/or Amendments to the Agenda.

5. Conflict of Interest.

6. Consent Agenda: All matters listed under item 6, Consent Agenda, are considered to be routine business matters by the Council and will be enacted with a single motion and a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately.

   Regular Bill lists through April 12; and
   City Council minutes: April 4, 2017

Oath of Office: Mary Bell

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.

PUBLIC HEARING —


ACTION ITEMS: NEW BUSINESS —

8. Resolution No. 17-14: A resolution of the City Council of the City of Central, Colorado approving an Intergovernmental Agreement with the Associated Governments of Northwest Colorado regarding the Northwest Enterprise Zone. (Rears)
9. **Resolution No. 17-15**: A resolution of the City Council of the City of Central, Colorado authorizing the Mayor to execute a construction contract with MCMS, Inc. for the Chase Gulch Dam and Reservoir Toe Drain Project. (Nelson)

**REPORTS** –

10. Staff updates –

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

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

**ADJOURN.** Next Council meeting May 2, 2017.

Posted 4/14/2017

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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CITY OF CENTRAL
CITY COUNCIL MEETING
April 4, 2017

CALL TO ORDER
A regular meeting of the City Council for the City of Central was called to order by Mayor Heider at 7:06 p.m., in Gilpin County Courthouse on April 4, 2017.

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

Absent: None

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

The Pledge of Allegiance was recited by all present.

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

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

CONSENT AGENDA
Alderman Laratta moved to approve the consent agenda containing the regular bill lists through March 22 and the City Council minutes for the meeting on February 21(added) and March 21, 2017. Alderman Aiken seconded, and without discussion, the motion carried unanimously.

PUBLICFORUM/AUDIENCEPARTICIPATION
No one requested time to address the Council.

PUBLIC HEARING
Ordinance No. 17-02: An ordinance of the City Council of the City of Central, Colorado amending Ordinance 98-29, an ordinance Organizing the Central City Business Improvement District and Approving the Election of an Initial Board of Directors Therefore.
Manager Miera reviewed the background as follows: Ordinance No. 17-02 amends Ordinance No. 98-29 titled “AN ORDINANCE ORGANIZING THE CITY OF CENTRAL BUSINESS IMPROVEMENT DISTRICT AND APPROVING THE ELECTION OF AN INITIAL BOARD OF DIRECTORS THEREFORE” (the “Prior Ordinance”). The Prior Ordinance organizing the Central City Business Improvement District (“CCBID”) was approved by City Council on December 15, 1998 and was recorded on May 21, 2003 at Reception No. 117343 in the County records. The Ordinance
was approved on first reading at the March 21, 2017 City Council meeting.

The Prior Ordinance organized the CCBID, established the initial boundaries and service area of the CCBID, and provided for a five (5) member elected Board of Directors for the CCBID. Section 7 of the Prior Ordinance reads in full as follows:

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

Section 7 of the Prior Ordinance conflicts with C.R.S. § 31-25-1220, which establishes the manner in which property may be included into the boundaries of the CCBID. C.R.S. § 31-25-1220 establishes a voluntary petition process wherein the owners of property proposed to be included into the boundaries of the District may file a written petition with City Council, requesting that such property be included into the District. The City does not have the power to unilaterally include property into the boundaries of the CCBID without adhering to the petition process set forth in state law.

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

Mayor Heider opened the Public Hearing at 7:20 p.m. Hearing no comments, Mayor Heider closed the Public Hearing at 7:21 p.m.

Mayor pro tem Voorhies moved to adopt Ordinance No. 17-02: An ordinance of the City Council of the City of Central, Colorado amending Ordinance 98-29, an ordinance organizing the Central City Business Improvement District and approving the election of an Initial Board of Directors therefore. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

**ACTION ITEMS: NEW BUSINESS**

Planning Commission Appointment for 1 alternate – Christine Jackie Mitchell, Sharon Cate

Mayor Heider moved to appoint Sharon Cate. Mayor pro tem Voorhies seconded, and without discussion, the motion carried unanimously.

Ordinance No. 17-03: An ordinance of the City Council of the City of Central, Colorado amending certain provisions of Article VII of Chapter 8 of the Municipal Code (Central City Parkway Access Code).

Manager Miera explained that Ordinance No. 17-03 amends two specific sections of the Parkway Access Code, Sec. 8-7-130 (“City annexation or inclusion in Central City Business Improvement..."
Section 8-7-130 of the Parkway Access Code currently contains language which may reasonably be interpreted as requiring the City to annex certain property into the boundaries of the City under certain circumstances. Determinations by City Council as to whether to annex (or not to annex) certain property are legislative in nature. Staff is proposing clean-up amendments to Sec. 8-7-130 of the Parkway Access Code to require, as a condition of commencing construction of any access improvements authorized pursuant to an access permit on the Parkway, that the property owner(s) of property benefited by such access be required to submit a petition for annexation to the City. This change should remove existing ambiguity in the Parkway Access Code that annexation may be required under certain circumstances.

Regarding Sec. 8-7-180, the City Council previously adopted Ordinance 13-08, which Ordinance amended certain provisions of the Municipal Code to increase the maximum fine for municipal ordinance violations to the amount authorized by C.R.S. § 13-10-113. This statute was amended in 2013 to increase the maximum fine which may be imposed by a municipal court of record against any person convicted of violating a municipal ordinance from $1,000 to $2,650 (as adjusted for inflation). Ordinance 13-08 was intended to capture all references in the Municipal Code to the prior $1,000 maximum fine limit, but inadvertently did not include Sec. 8-7-180 of the Parkway Access Code, which sets the maximum fine for any violation of the provisions of the Parkway Access Code.

Alderman Laratta moved to approve Ordinance No. 17-03: An ordinance of the City Council of the City of Central, Colorado amending certain provisions of Article VII of Chapter 8 of the Municipal Code (Central City Parkway Access Code) and set the Public Hearing for Tuesday, April 18th at 7:00 p.m. Alderman Aiken seconded, and without discussion, the motion carried unanimously.

REPORTS
Manager Miera reported that the work at City Hall is ahead of schedule with carpet to be installed next week.

COUNCIL COMMENTS
Alderman Laratta stated her support of the Fire Department.

Mayor pro tem Voorhies expressed concern about the intersection on Spring Street. Manager Miera added that fluorescent striping once the weather is warmer which is budgeted for 2017.

Mayor Heider noted the sign across from the Reserve is falling into disrepair. Manager Miera will ask staff to pull it and we will consider replacement options with our wayfinding signage.

PUBLICFORUM/AUDIENCEPARTICIPATION
Joe Behm, CCBID, provided an update on the WB 1-70 construction plans.

At 7:45 p.m., Mayor Heider adjourned the meeting.
The next regular Council meeting is scheduled for April 18, 2017 at 7:00 p.m.

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

FROM: Daniel Miera, City Manager
THROUGH: Marcus McAskin, City Attorney
DATE: April 13, 2017 (for April 18, 2017 meeting)
ITEM: Ordinance 17-03 Amending Parkway Access Code

X ORDNANCE
MOTION
INFORMATION

I. REQUEST OR ISSUE: Ordinance No. 17-03 amends certain provisions of the Central City Parkway Access Code (the “Parkway Access Code”), which was adopted pursuant to Ordinance No 05-08. Specifically, Sections 8-7-130 and 8-7-180 of the Parkway Access Code are amended by Ordinance No. 17-03. Additional information is set forth in the “Background Information” section of this Council Communication Form below. The Ordinance was approved on first reading at the April 4, 2017 City Council meeting.

II. RECOMMENDED ACTION / NEXT STEP: Approve Ordinance No. 17-03 on second reading following public hearing.

As set forth above the proposed Ordinance was approved on first reading on April 4th.

III. BACKGROUND INFORMATION: Ordinance No. 17-03 amends two specific sections of the Parkway Access Code, Sec. 8-7-130 ("City annexation or inclusion in Central City Business Improvement District") and Sec. 8-7-180 ("Violations and penalties").

Sec. 8-7-130

Section 8-7-130 of the Parkway Access Code currently contains language which may reasonably be interpreted as requiring the City to annex certain property into the boundaries of the City under certain circumstances. Determinations by City Council as to whether to annex (or not to annex) certain property are legislative in nature. Staff is
proposing clean-up amendments to Sec. 8-7-130 of the Parkway Access Code to require, as a condition of commencing construction of any access improvements authorized pursuant to an access permit on the Parkway, that the property owner(s) of property benefited by such access be required to submit a petition for annexation to the City. This change should remove existing ambiguity in the Parkway Access Code that annexation may be required under certain circumstances.

Sec. 8-7-180

The City Council previously adopted Ordinance 13-08, which Ordinance amended certain provisions of the Municipal Code to increase the maximum fine for municipal ordinance violations to the amount authorized by C.R.S. § 13-1C-113.

C.R.S. § 13-10-113 was amended in 2013 to increase the maximum fine which may be imposed by a municipal court of record against any person convicted of violating a municipal ordinance from $1,000 to $2,650 (as adjusted for inflation).

Ordinance 13-08 was intended to capture all references in the Municipal Code to the prior $1,000 maximum fine limit, but inadvertently did not include Sec. 8-7-180 of the Parkway Access Code, which sets the maximum fine for any violation of the provisions of the Parkway Access Code.

Legislative redline versions of the proposed changes to the two sections of the Parkway Access Code (Sec. 8-7-130 and 8-7-180) were distributed to City Council and reviewed at the April 4, 2017 City Council meeting.

Mr. McAskin will have the legislative versions of the proposed changes to these two sections of the Parkway Access Code available for review at the April 18th second reading and public hearing, if any member of City Council desires to review the same.

IV. FISCAL IMPACTS: None.

V. LEGAL ISSUES: None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: N/A

VII. SUMMARY AND ALTERNATIVES: City Council has the following options:

(1) Adopt Ordinance No. 17-03 on second reading, as may or may not be amended;

(2) Direct staff to make revisions to the Ordinance and continue the public hearing to a date and time certain; or

(3) Reject or deny the Ordinance.

RECOMMENDED MOTION: "I MOVE TO APPROVE ORDINANCE NO. 17-03, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AMENDING CERTAIN PROVISIONS OF ARTICLE VII OF CHAPTER 8 OF THE MUNICIPAL CODE (CENTRAL CITY PARKWAY ACCESS CODE) ON SECOND READING."
Attachments:

- Ordinance 17-03 (for second reading)
CITY OF CENTRAL, COLORADO
ORDINANCE 17-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO AMENDING CERTAIN PROVISIONS OF ARTICLE VII OF
CHAPTER 8 OF THE MUNICIPAL CODE (CENTRAL CITY PARKWAY
ACCESS CODE)

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

WHEREAS, the City Council previously adopted Ordinance No. 05-08, which
Ordinance adopted the Central City Parkway Access Code ("Parkway Access Code"); and

WHEREAS, the City is a party to that certain Intergovernmental Agreement with the
City of Central Business Improvement District dated January 11, 2001, as amended by that
certain Amendment No. 1 to Intergovernmental Agreement dated April 1, 2003 and Amendment
No. 2 to Intergovernmental Agreement dated November 9, 2004 (together, the
"Intergovernmental Agreement"); and

WHEREAS, Intergovernmental Agreement sets forth the mutual intent of the City and
the Central City Business Improvement District ("CCBID") that the Central City Parkway be
available for public use, but that access to the Parkway will be minimized to accommodate the
design flow of traffic into the City, to protect the safety of Parkway users, to reduce operating
and maintenance costs, to promote the vitality of commercial properties within the District, and
to secure the prosperity, security and general welfare of the inhabitants of the City and property
owners within the District; and

WHEREAS, the Intergovernmental Agreement also sets forth that no access to the
Parkway shall be permitted to any person, except as may be mutually authorized in writing by
the City and the CCBID and in compliance with the procedures and standards set forth in a
highway access ordinance to be adopted subsequently by the City with specific limitations that
are consistent with the provisions of the Intergovernmental Agreement; and

WHEREAS, the City Council has found and determined that the proposed revisions to
the Parkway Access Code, as set forth in this Ordinance, are consistent with the provisions of the
Intergovernmental Agreement; and

WHEREAS, the City Council additionally finds and determines that the proposed
changes to the Parkway Access Code continue to support the mutual intent of the City and the
CCBID with respect to the Parkway, namely that the Parkway be available for public use but that
access to the Parkway be minimized; and
WHEREAS, Section 8-7-130 of the Parkway Access Code currently contains language which may reasonably be interpreted as requiring the City to annex certain property into the boundaries of the City; and

WHEREAS, the Municipal Annexation Act of 1965 (the “Act”) sets forth the procedural framework by which a municipality may annex land; and

WHEREAS, the City has expressly acknowledged the applicability of the Act by adopting the Central City Annexation Policies and Procedures, set forth in Article I of Chapter 15 of the Municipal Code; and

WHEREAS, proceedings by the City under the Act are legislative in nature; and

WHEREAS, upon receipt of an annexation petition, the City Council must hold hearings to determine whether the petition complies with the requirements of article II, section 30 of the Colorado Constitution and other requirements of the Act; and

WHEREAS, City Council desires to amend the Parkway Access Code to require, as a condition of commencing construction of any access improvements authorized pursuant to an access permit on the Parkway, that the property owner(s) of property benefited by such access be required to submit a petition for annexation to the City; and

WHEREAS, the change is necessary to remove ambiguity in the Parkway Access Code and ensure that all future annexations remain subject to the legislative discretion of City Council; and

WHEREAS, the City Council previously adopted Ordinance 13-08, which Ordinance amended certain provisions of the Municipal Code to increase the maximum fine for municipal ordinance violations to the amount authorized by C.R.S. § 13-10-113; and

WHEREAS, Sec. 8-7-180 of the Parkway Access Code was not amended by the 2013 Ordinance; and

WHEREAS, the City Council desires to clarify that any violation of the Parkway Access Code will be subject to a maximum fine as authorized by Section 1-4-20 of the Municipal Code; and

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

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF CENTRAL, COLORADO THAT:
Section 1. Findings. The recitals set forth above are adopted as findings of City Council.

Section 2. Section 8-7-130 of the Parkway Access Code, titled “City annexation or inclusion in Central City Business Improvement District” is hereby repealed and replaced to read in its entirety as follows:

Sec. 8-7-130. City annexation or inclusion in Central City Business Improvement District.

Prior to commencement of construction of any access improvements authorized pursuant to a validly issued access permit, the property owner(s) of the property for which such access improvements are constructed, as well as the property owner(s) of any property directly or indirectly using such access (all of such property collectively, the "benefited property"): (1) shall, if such benefited property is not located within Clear Creek County, execute a petition or petitions for annexation containing all information required by the Municipal Annexation Act of 1965, C.R.S. §§ 31-12-101 et seq., and complying with all applicable provisions of Article I of Chapter 15 of the Municipal Code, requesting that the property described in the petition or petitions be included within the municipal boundaries of the City; and (2) may, if such benefited property is not located within Clear Creek County and is classified as commercial property pursuant to C.R.S. § 31-25-1203(2), C.R.S., be required to execute and file a petition or petitions for inclusion with the City in accordance with the provisions of C.R.S. § 31-25-1220, requesting that the property described in the petition or petitions be included within the boundaries of the District. All property included within the District shall thereafter be subject to the levy of taxes for the payment of its proportionate share of any indebtedness of the District outstanding at the time of inclusion, as required by C.R.S. § 31-25-1220. This Section shall not apply to any properties in Clear Creek County.

Section 3. Section 8-7-180 of the Parkway Access Code, titled “Violations and penalties” is hereby repealed and replaced to read in its entirety as follows:

Sec. 8-7-180. Violations and penalties.

Any person who constructs any access improvement in violation of the requirements of an access permit or this Parkway Access Code shall be subject to a fine not to exceed the maximum fine authorized by Section 1-4-20 of this Code, in addition to any other fines and penalties authorized by this Parkway Access Code. Each day that any access improvement is in place in violation of the access permit or this Parkway Access Code shall constitute a separate offense, subject to the above fines and penalties. This violation includes any access improvements to the Parkway installed without access permit approval, as well as access improvements that are installed in
noncompliance with approved engineering plans. The provisions of this Parkway Access Code shall not be deemed to be exclusive or deemed to prevent the prosecution of any other action or proceeding in law or equity to enforce the provisions of this Parkway Access Code or any other provision of the City Code, or to vacate and remove any access improvements constructed in violation of an access permit or this Parkway Access Code. In addition to any remedies specifically set forth herein, the City may pursue any other remedies provided by law in the event of a violation of this Parkway Access Code or an approved access permit by a permittee.

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

Section 5. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the 4th day of April, 2017, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

________________________________________
Kathryn A. Heider, Mayor

Approved as to form:

________________________________________
Marcus McAskin, City Attorney

ATTEST:

________________________________________
Reba Bechtel, City Clerk
PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the 18th day of April, 2017.

CITY OF CENTRAL, COLORADO

__________________________
Kathryn A. Heider, Mayor

ATTEST:

__________________________
Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on April 6, 2017.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on April 20, 2017.
AGENDA ITEM # 8
CITY COUNCIL COMMUNICATION FORM

FROM: Ray W. Rears, Community Development Director

CC: Daniel Miera, City Manager

DATE: April 18, 2017

ITEM: Associated Governments of Northwest Colorado (AGNC) Northwest Colorado Enterprise Zone Intergovernmental Agreement (IGA)

NEXT STEP: Council Action on Resolution No. 17-14

______ORDINANCE
X MOTION
______INFORMATION

I. REQUEST OR ISSUE:

Since March 2016, the City has pursued inclusion into the Northwest Colorado Enterprise Zone, which is administered by the Associated Governments of Northwest Colorado (AGNC). Our inclusion was granted by the Colorado Economic Development Commission (EDC) on March 16, 2017. The AGNC provides ongoing staff support for local businesses, which will include a regional kickoff workshop tentatively scheduled for May 3rd. The total cost for this support by AGNC and for inclusion into the Northwest Enterprise Zone is $2,000 annually.

II. BACKGROUND INFORMATION:

An Enterprise Zone encourages private-sector business activity to areas of the State who are economically distressed through State tax incentives. There are three main eligibility requires: 1) Areas with high unemployment rates (25% above the state average), 2) Low per capita income (25% below state average), and/or slower population growth (less than 25% of state average in rural areas). A majority of unincorporated Gilpin County was also included in the Enterprise Zone at the same time as Central City.
Benefits:
There are a number of Enterprise Zone credits available once you are included into an Enterprise Zone with those potentially most beneficial to the City of Central are the following:

1) Investment Tax Credit
   i. 3% on equipment purchases
2) New Employee Credit
   i. $1,100 per new job
3) Employer Sponsored Health Insurance Credit
   i. $1,000 per insured job
4) **Vacant Building Rehabilitation Tax Credit**
   i. 25% of rehabilitation expenditures
5) Commercial Vehicle Investment Tax Credit
   i. 1.5% of commercial vehicle purchases
6) Job Training Tax Credit
   i. 12% of qualified training expenses
7) Research & Development Increase Tax Credit
   i. 3% of increase R&D expenditures
8) Contribution Tax Credit
   i. 25% of Cash contribution, 12.5% of In-Kind

The private investment results in increased tax revenue for school districts, cities, counties and the state which outweigh the cost of the tax credits granted.

**Benefits of the EZ program to Colorado communities in fiscal year 2015 include:**

- Over $2 billion was invested in qualified business personal property - eligible for $61.5 million in EZ investment tax credits. As a part of the qualified business personal property investment, renewable energy investments totaled $292.7 million.

- Businesses trained almost 34,000 employees that work in the Enterprise Zones, earning $9.5 million in EZ job training tax credits

- $1.5 million was invested in commercial vehicles operating in Enterprise Zones, incentivized by $22,772 in tax credits

- 3,551 new jobs were created where businesses earned incentives of $3.6 million

- 1,267 employees were provided employer sponsored health insurance by businesses starting out in EZe. These businesses earned tax credits worth $1.2 million

- EZ businesses increased investment in Research and Development by approximately $35 million, earning EZ credits of about $1.05 million.

- $2.4 million was invested in hard-costs to revitalize vacant buildings for commercial use (credits certified were $595k)
III. **RECOMMENDED ACTION / NEXT STEP:**

Staff supports that adoption of Resolution 17-14, entering into an IGA with AGNC for a total cost of $2,000 for managing the Enterprise Zone in Central City. Staff will be attending the April 25, 2017 Gilpin Board of County Commissioners (BoCC) meeting where they will be discussing equally sharing the cost of Enterprise Zone administration. If the County agrees the actual City cost will be $1,000.

The cost would be covered under the Business & Economic Development line item within the Community Development Department budget.

IV. **LEGAL ISSUES:**

Staff and the City Attorney have reviewed this request and believe all legal issues have been addressed by the Resolution and IGA.

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

VII. **SUMMARY AND ALTERNATIVES:**

1. Move to approve as presented. [**Recommended**]

   "I move to approve resolution number 17-14, a resolution of the City Council of the City of Central, Colorado, approving an Intergovernmental Agreement with the Associated Governments of Northwest Colorado regarding the Northwest Enterprise Zone."

2. Move to continue the request so that a specific question/issue can be addressed

3. Move to deny the request (with cause).
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 17-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ASSOCIATED GOVERNMENTS OF NORTHWEST COLORADO REGARDING THE NORTHWEST ENTERPRISE ZONE

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, Section 29-1-203, C.R.S., authorizes the City to cooperate and contract with other governmental entities regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the City desires to contract with the Associated Governments of Northwest Colorado ("AGNC") acting as the administrator of the Northwest Enterprise Zone, in order to set forth in writing the general terms and conditions of the City's membership in the Enterprise Zone; and

WHEREAS, a copy of the proposed Intergovernmental Agreement with AGNC is attached hereto as Exhibit 1.

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

Section 1. The City Council hereby approves the Intergovernmental Agreement attached to this Resolution as Exhibit 1, authorizes the City Manager, in consultation with 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, and authorizes the Mayor to execute the Agreement on behalf of the City.

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

ADOPTED THIS 18th DAY OF APRIL, 2017.
ATTEST:                    APPROVED TO FORM:

By: ____________________________  By: ____________________________
    Reba Bechtel City Clerk          Marcus A. McAskin, City Attorney

Resolution Exhibits:

Exhibit 1 – Intergovernmental Agreement
             (AGNC re Northwest Enterprise Zone)
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made, executed and entered into this ___ day of __________________, 2017, by and between CENTRAL CITY, a home rule municipality of the State of Colorado, hereinafter referred to as "CENTRAL CITY" and the ASSOCIATED GOVERNMENTS OF NORTHWEST COLORADO, a council of governments ("AGNC"), acting as the administrator of the NORTHWEST ENTERPRISE ZONE, hereinafter referred to as "Enterprise Zone."

WITNESSETH:

WHEREAS, the boundaries of the Enterprise Zone have recently been reauthorized to include CENTRAL CITY; and

WHEREAS, the primary purpose and function of inclusion of CENTRAL CITY within the Enterprise Zone is to take advantage of the certification of corporate and contribution pass-through tax credits or similar type programs; and

WHEREAS, the parties hereto desire to set forth in writing the general terms and conditions of its membership in the Enterprise Zone.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, and agreements contained herein, and for such other and further consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto stipulate and agree as follows:

1. The residents of CENTRAL CITY shall be entitled, as members of the Enterprise Zone, to the benefits of inclusion in the Enterprise Zone including but not limited to certification of corporate and contribution pass-through tax credits, or any such program available to enterprise zones throughout Colorado.

2. The parties anticipate that CENTRAL CITY'S primary function and activity in the Enterprise Zone will be to obtain and utilize credits; however, the parties may add additional programs or make additional programs available to CENTRAL CITY upon the agreement of the parties.

3. CENTRAL CITY shall pay a one-time membership fee to AGNC in the amount of two-thousand dollars ($2,000.00) to cover tax credit certification administrative costs. CENTRAL CITY shall pay the membership fee and CENTRAL CITY shall not be required to provide additional fees or costs for tax credit certifications. The payment of $2,000.00 shall cover the costs of certification from February 16, 2017 to December 31, 2017. Thereafter, the annual administrative costs may be reviewed and determined on an annual basis. Any obligation of CENTRAL CITY for membership fees or administrative costs in future calendar years shall be subject to annual appropriation by City Council.

4. All CENTRAL CITY Tax Credit Certification shall be handled through AGNC. AGNC shall have all signature authority necessary to provide the necessary documentation for the tax certification and the Enterprise Zone shall delegate all such necessary authority in order to authorize AGNC to provide such service.

5. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
6. The covenants herein shall bind the legal representatives, successors and assigns of the respective parties.

7. This Agreement shall be nonassignable by either party without having first received the prior written consent of the other party.

8. If any one or more of the provisions of this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidly, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable invalid provision had never been a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused their respective names and seals to be affixed hereto, as of the day and hour herein before set forth.

CENTRAL CITY, CITY COUNCIL

____________________________________
Kathryn A. Heider, Mayor

ASSOCIATED GOVERNMENTS OF NORTHWEST COLORADO, acting as the administrator of the NORTHWEST ENTERPRISE ZONE

____________________________________
Chairman
AGENDA ITEM # 9
CITY COUNCIL COMMUNICATION FORM

TO: Mayor Engels and Members of City Council
FROM: Jason Nelson, Director of Utilities
THROUGH: Marcus McAskin, City Attorney
DATE: April 13, 2017 (Meeting Date April 18, 2017)
ITEM: Resolution No. 17-15: Authorizing the Mayor to Execute a Construction Contract with MCMS, Inc. for the Chase Gulch Dam and Reservoir Toe Drain Project

ORDINANCE
MOTION / RESOLUTION
INFORMATION

I. REQUEST OR ISSUE: Resolution 17-15 ("Resolution") authorizes the Mayor to execute a construction contact with MCMS, Inc., a Colorado corporation ("Contractor") in the not to exceed amount of $133,204.75.

II. BACKGROUND: The City solicited bids in August of 2016 for the City's Chase Gulch Dam and Reservoir Toe Drain Repair (RFP No. 2016WD-01) (the "Project"). The Project was bid in accordance with Colorado law by posting a request for proposals ("RFP") on the Rocky Mountain E-Purchasing System. Following receipt of the one (1) bid that was selected, and based on City Staff's recommendation, the City formally rejected the bid and proceeded to enter into direct negotiations regarding the work associated with the Project, as authorized by C.R.S. § 31-15-712. The one bid that was submitted in 2016 proposed a not to exceed price of approximately $445,000.00.

The City's Consulting Engineer, Deere & Ault, recommends that the City proceed to contract with the Contractor to complete the Project. The Project will be completed in
accordance with the Project drawings and specifications prepared by Deere & Ault, as well as the requirements of the bid documents pertaining to the Project. As set forth above, the Contract has proposed a NTE price of $133,204.75. A copy of the Contractor's proposal is attached to this City Council Communication Form (CCF). Utilities Director Nelson will be available to provide a Project overview and answer any Project-specific questions that City Council may have at the April 18th Council meeting.

III. **RECOMMENDED ACTION / NEXT STEP:** Approval of Resolution No. 17-15. If the Resolution is approved, Utilities of Director Nelson will proceed to inform the Contractor regarding the award of the Project and the Construction Contract and related documents will be finalized. Not all RFP documents or project specifications prepared by Deere & Ault have been included as attachments to this CCF, but the following are attached hereto to provide additional background information to City Council: (1) draft Construction Contact; (2) draft Performance, Payment, Maintenance and Warranty Bond ("Project Bond"); and (3) draft Notice of Award letter to be sent to the Contractor if the Resolution is approved by City Council.

IV. **FISCAL IMPACTS:** As set forth above, the not to exceed amount associated with the Project is $133,204.75.

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

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

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

**PROPOSED MOTION:** "I MOVE TO APPROVE RESOLUTION NO. 17-15, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH MCMS, INC. FOR THE CHASE GULCH DAM AND RESERVOIR TOE DRAIN PROJECT."

**ATTACHMENT(S) TO CCF:**

- MCMS Proposal
- Construction Contract
- Project Bond
- Notice of Award Letter (draft)
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 17-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH MCMS, INC. FOR THE CHASE GULCH DAM AND RESERVOIR TOE DRAIN PROJECT

WHEREAS, in August of 2016 the City of Central ("City") solicited proposals for the City's Chase Gulch Dam and Reservoir Toe Drain Repair (RFP No. 2016WD-01) (the "Project") in accordance with Colorado law by posting a request for proposals ("RFP") on the Rocky Mountain E-Purchasing System; and

WHEREAS, City Staff has evaluated the unit price bids received from the one (1) firm that submitted a proposal; and

WHEREAS, the one bid received was for approximately $445,000; and

WHEREAS, based on City Staff's recommendation, City Council hereby formally rejects the bid and, in accordance with C.R.S. § 31-15-712, has authorized City Staff to enter into direct negotiations regarding the work and services associated with the Project; and

WHEREAS, following successful direct negotiations, the City desires to retain MCMS, Inc., a Colorado corporation (the "Contractor") to provide certain work and services related to the Project, including but not limited to completing the Project in accordance with the Deere & Ault Plan Sheets dated July 16, 2016; and

WHEREAS, it is in the best interests of the City to execute a construction contract with the Contractor in the not to exceed amount of One Hundred Thirty-Three Thousand Two Hundred Four and 75/100 Dollars ($133,204.75), based on the unit price(s) set forth in the Contractor's proposal and the estimated work quantities 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 associated with the Project, as described with particularity in the RFP and contract documents, for the benefit of the City of Central, and which construction contract shall be prepared in accordance with Section VI. of the RFP and 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) authorizes the Construction Contract with the Contractor in the not to exceed amount of One Hundred Thirty-Three Thousand Two Hundred Four and 75/100 Dollars ($133,204.75); (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 Mayor 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 18th DAY OF APRIL, 2017.

CITY OF CENTRAL, COLORADO

By: ________________________________
   Kathryn A. Heider, Mayor

ATTEST:

By: ________________________________
   Reba Bechtel, City Clerk

APPROVED TO FORM:

By: ________________________________
   Marcus McAskin, City Attorney
March 22nd – 2017

Deer & Ault Consultants
600 S. Airport Road
Building A, Suite 205
Longmont, CO 80503

Attn: Mr. Glen Church

Re: Proposal for Chase Gulch Toe Drain

Item No.

1. Mobilization and de-mobilization
   Lump Sum = $28,750.00

2. Install 8” Slotted PVC Dam Toe Drain, includes #67 rock bedding and chimneys as shown.
   154 LF @ $400.00 per LF = $61,600.00

3. Install 8” Slotted PVC Spillway Drain, includes #67 rock bedding and chimneys as shown.
   85 LF @ $225.00 per LF = $19,125.00

4. Install Toe Drain Manhole
   *See note #4 below
   Lump Sum = $14,050.00

5. Install Concrete Headwalls
   2 each @ $2,900.00 ea. = $5,800.00

Total items 1 through 5 = $129,325.00
Add 3% for Bond = $3,879.75

Total for this work = $133,204.75

Note: 1. This proposal is valid for a period of 30 days
   2. We anticipate the work will take approximately 5 weeks to complete depending on dewatering.
   3. Price does not include hard rock excavation if encountered.
   4. Deduct ($3,500.00) from Item No. 4 if the concrete invert is deleted.
   5. This proposal is based on Deer & Ault plan sheets 1 through 4 of 4, dated 7-16-2015.

Thank You

Brad Moore
President
MCMS, Inc.
CENTRAL CITY CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT ("Contract") is entered into between the City of Central, a home rule municipality of the State of Colorado ("City") and MCMS, Inc., a Colorado corporation ("Contractor").

In consideration of the rights and obligations specified below, the City and the Contractor agree as follows:

1. **Incorporation into Contract:** The Request for Proposals for City Project 2016WD-01, together with any alterations and/or modifications to the RFP (the "Bid Documents"), are expressly incorporated into this Contract by this reference.

2. **Work to be Performed:** The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing the Chase Gulch Dam & Reservoir Toe Drain Repair Project, and specifically including the Deere & Ault Plan Sheets (consisting of four sheets – SEO Construction File No. C-1743B), as specified in the Bid Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid Documents and this Contract. The Contractor shall complete the Work in accordance with the City's Standards and Specifications for Design and Construction dated April 1, 2013 ("City Standards"), and shall adhere to all applicable City Standards in completing the Work.

3. **Term of Contract:** This Contract shall begin and become effective on the date of mutual execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on or before May 1, 2017 and shall complete the Work on or before June 15, 2017. The term of this Contract shall automatically terminate as of December 31, 2017, unless extended in accordance with paragraph 5.b. below.

4. **Payment for Work Performed:** In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the City shall pay to the Contractor, in accordance with the Bid Documents, the not to exceed sum of One Hundred Thirty-Three Thousand Two Hundred Four and 75/100 Dollars ($133,204.75) (the "Contract Price").

5. **Extension and/or Renewal of Contract Term:**
   
a. The City, in its sole discretion, may elect to extend the term of this Contract. In the event the City elects to exercise this right, it shall send written notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.

b. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.
c. TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY WORK THE CONTRACTOR SHALL SUBMIT TO THE CITY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.

d. Should the parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the City. The City shall be the sole judge of the quality of performance.

7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the City so as to avoid inconvenience to the City and its personnel and interference with the City's operations.

8. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the City, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys’ fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

9. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the City, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

a. Commercial General Liability.

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of $500,000 Each Occurrence, $1,000,000 General Aggregate and $1,000,000 Products Completed Operations Aggregate. Umbrella/Excess coverage to be provided of up to $1,000,000 Per Occurrence over these underlying limits Following Form and GL and AL.

b. Automobile Liability.

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits $1,000,000 Each Accident.
c. Workers' Compensation and Employer's Liability.

Workers' Compensation must be maintained within applicable statutory limits. The Contractor shall provide a Certificate of Insurance to Central City demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. The Contractor shall provide the City with certified copies of all policies of insurance required by this Contract and the Bid Documents within ten (10) business days of a written request by the City. Central City shall be named as an additional insured on all policies of insurance.

10. Nondiscrimination: The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices.

11. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the City, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the City, and shall explain what efforts it has made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Central City for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions. Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Central City, its elected officials, agents, or any program administered or funded by Central City. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

14. Termination and Related Remedies:

a. The other provisions of this Contract notwithstanding, financial obligations of Central City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
Central City is prohibited by law from making financial commitments beyond the term of its current fiscal year. The City has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the City as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the City shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the City terminates the Contract for this reason, the City and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the City shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the City has made payment prior to providing written notice to the Contractor of the termination.

b. The preceding provisions notwithstanding, the City may terminate this Contract, either in whole or in part, for any reason, whenever the City determines that such termination is in the City’s best interests. Such termination shall be effective after the City provides seven (7) days written notice to the Contractor pursuant to paragraph 15.

c. In the event the City exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under this Contract, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, or hand-delivered to the following representatives of the parties at the following addresses:

For the City:

Central City  
PO Box 249  
141 Nevada Street  
Central City, CO 80427

With copy to:

City Attorney  
c/o Michow, Cox & McAskin, LLP  
6530 S. Yosemite Street, #200  
Greenwood Village, CO 80111

For the Contractor:

MCMS, Inc.  
8888 Glade Road  
Loveland, CO 80538
16. Prohibitions on Public Contract for Services:

Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

a. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

b. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

c. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

d. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

e. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

f. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

g. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
h. If Contractor violates any provisions of this Section of this Agreement, the City may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

17. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the City and the Contractor by a duly executed written instrument.

18. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the City.

19. Benefit to Successors and Assigns: This Contract shall be binding upon the successors and assigns of the parties.

20. Governing Law and Venue: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Gilpin County District Court.

21. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

22. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

23. Severability: If any provision of this Contract is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the City and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

25. Governmental Immunity: Nothing in this agreement 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.

26. Execution by Counterparts; Electronic Signatures: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted
onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

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

CITY OF CENTRAL, COLORADO

By: __________________________
     Kathryn A. Heider, Mayor

ATTEST:

City Clerk

City Attorney

REVIEWED BY:

CONTRACTOR:

MCMS, INC., a Colorado Corporation

By: __________________________
     Brad Moore, President

STATE OF COLORADO

) ss.

COUNTY OF __________

This Construction Contract was acknowledged and executed before me this ___ day of __________, 2017, by Brad Moore as President of MCMS, INC., a Colorado corporation.

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

[SEAL]

Notary Public
PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that MCMS, Inc., a Colorado corporation, 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 One Hundred Thirty-Three Thousand Two Hundred Four and 75/100 Dollars ($133,204.75), 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 __________, 2017 (the “Contract”), for the construction and completion of the Chase Gulch Dam & Reservoir Toe Drain Repair as specifically referenced in the Contract and in Central City RFP 2016WD-01, including the Deere & Ault Plan Sheets (consisting of four sheets – SEO Construction File No. C-1743B), which Contract and RFP are 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 ______________, 2017.

PRINCIPAL (CONTRACTOR)  SURETY

MCMS, Inc., a Colorado corporation  __________________________
(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).
April 19, 2017

Brad Moore
President
MCMS, Inc.
8888 Glade Road
Loveland, CO 80538

Re: Project No. 2016WD-01 (Chase Gulch Dam & Reservoir Toe Drain Repair Project)

Dear Mr. Moore:

Pursuant to City Council Resolution dated April 18, 2017, the City has awarded the above-referenced project to MCMS, Inc., a Colorado corporation ("MCMS"). This letter shall constitute the Notice of Award.

Also enclosed are three (3) originals of the Construction Contract and one (1) copy of the Performance, Payment, Maintenance and Warranty Bond (the "Project Bond"). Complete copies of all Contract Documents have been provided to you, including the Deere & Ault Plan Sheets (consisting of four sheets – SEO Construction File No. C-1743B), as specified in the Bid Documents.

In accordance with the Bid Documents, MCMS is required to execute the Construction Contract, furnish the required Project Bond, and furnish the required evidence of insurance (the "Required Insurance") to the City, within ten (10) days of the date of the Notice of Award.

Therefore, please proceed to execute the three (3) originals of the Construction Contract and return the same to my attention along with the following:

- The fully executed Project Bond; and
- Proof of the Required Insurance.

With respect to proof of the Required Insurance, please note that the City must be named as an additional insured on all Required Insurance Policies. The three (3) originals of the Construction Contract, together with the above fully executed Project Bond and proof of the Required Insurance must be returned to the City by Monday, May 1, 2017.

MCMS is required to submit proof of all Required Insurance when it delivers the three (3) executed copies of the Construction Contract and the Project Bond to the City.
Insurance policies and endorsements required for this project are required to be sent or delivered to the my attention at the following address: **City of Central, 141 Nevada Street, PO Box 249, Central City, Colorado 80427, Attention: Jason Nelson, Director of Utilities.**

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

The City looks forward to working with MCMS on the successful completion of this important Project.

Sincerely,

Jason Nelson  
Director of Utilities

Enclosures

cc:   Abigail Adame, Finance Director (w/o enclosures)  
      Marcus McAskin, City Attorney (w/o enclosures)
Development

1) GIS Services – Revised parcel layer has been released along with some utility lines
   a. Correcting parcel boundaries
2) Design Guidelines – Council Encouraged to Attend
   i. Next meeting – Thursday, April 20th 6-8 p.m. HPC
3) CDBG – Resilience Project.
   a. Final Open House Meeting – April 25th 6-8 p.m.
4) Wayfinding Signage –
   a. Email solicitation of Council preferences will be forthcoming
5) Cemetery fence project –
   a. City/County Joint Press Released
   b. Forest Service investigating options to accommodate parking
6) Marijuana Suspension – Options/data being pursued
7) UNC Survey – Event impact for businesses and citizens underway
8) Enterprise Zone – Central City and unincorporated Gilpin County inclusion into the Northwest Enterprise Zone was approved by the Economic Development Commission on March 16th.
   a. Business engagement rollout meeting tentatively scheduled for May 3rd.
9) Various initial development/building inquires addressed.

Historic Preservation

1) Belvidere Theater
   a. RFP – Expected to be released
   b. Contractor to pursue other funding opportunities contacted
2) Washington Hall RFP – Work continues
   a. Paint analysis contractor contacted
3) HPC Cases YTD- 4

Code Enforcement

1) Work continues on reported violations
   a. Cases Reported in 2016 – 35
   b. Cases Reported in 2017 - 5

IT/Web/Audio Visual

1) Website, Facebook and Twitter internal administration continues.
2) Channel 20 – Taken down temporarily due to City Hall repair
3) Projects Update tab added to Com Dev Page
4) Livestreaming meetings being investigated
Events / Marketing

1) Billboard

2) Central City App – Mobile Town Guide developed and can be download – “Mobile Town Guide Central City”
   a. Working on an interactive walking tour of the City

3) Short Promotional Videos are planned with two firms as well as the Opera

4) Central City Opera Picnic – Date Monday, June 26 - work continues

5) Main Street Central City
   a. Mini-grant pursued –
      i. training –
      ii. façade project reimbursement –
      iii. Commercial Building Inventory

6) 2017 Additional Marketing Items
   a. 118 Radio Spots purchased to promote Central City
      i. June – Sept. - 950am Altitude Sports, Kool105, Mix 100 & 92.5 Wolf
   b. Jeffco Living print and digital ads Runs for 6 month/ change message in June – Messages are Events, Attractions, Shop, Dine, local business promotion, etc.)
      (April – end of June and July - October) ½ page
      i. All Jefferson County public libraries
      ii. All King Soopers stores in Jefferson County
      iii. 90 other distribution racks around Jefferson County and several in Denver
      iv. Visitor Centers in cities around Jefferson County as well as Idaho Springs and Central City
      v. Many businesses with waiting rooms around Jefferson County have them available for reading
      vi. Most advertisers offer them for pick up as well
   c. MMAC ½ page running new monthly messages from May through the end of August (Focus on seasonal attractions, local business, etc.)
      i. 10,000+ print readers/month in Clear Creek, Gilpin, Boulder and Larimer counties from Georgetown to Estes Park
      ii. Distributed in print each month to more than 200 locations in the mountain communities between the I-70 Corridor and Estes Park including Georgetown, Empire, Idaho Springs, Black Hawk/Central City, Coal Creek Canyon, Lyons, Allenspark, Ward, Gold Hill, Nederland, and more.
   d. Will also be ½ page ads ran in MMAC, The Gambler, The Mountain Ear, etc.
   e. Large Social Media buy occurs from May - September

Staffing

1) Evaluating addition contractor services for Belvidere and Special Projects
2) Management of consultant contracts.
3) Ongoing employee wellness program.
4) Visitor Center / All-hand meeting planned next week.
To: Mayor Heider, City Council, and City Manager

From: Sam Hoover, Public Works Director

Date: April 13, 2017

Re: Bi-weekly Report

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

- Managed the City Hall Remodel Project
- Managed the Cemetery Fence Project
- Performed fleet maintenance on city vehicles as needed
- Swept the Parkway
- Replaced the walk-in door at the PW shop
- Cleaned drains throughout the city
- Installed lighting and new mulch for the monument sign at the Y
- Cleaned Russell Park for the Easter Egg Hunt
- Performed cleanup at the Boodle Mill
MEMORANDUM

DATE: 13 April 2017

TO: Daniel Miera / City Manager

FROM: Gary Allen / Fire Chief

RE: Activity Report

The Fire Department responded to 115 Incidents as of 12 April, 2017 with 5 Incidents being out of city, and of those 1 Incident was for Mutual Aid to other agencies. The following are the activities the department conducted and enclosed is a breakdown of the incidents responded too for this reporting period.

Training

Conducted monthly Truck and Station Maintenance at Station 1.

Conducted department training on State Firefighter I&II JPR’s #2A - Initiating a response, 2B - Receiving a telephone call, 2C – Transmit n a radio, & 2D – Mayday Operations.

Conducted department training on State Firefighter I&II JPR’s for Hazardous Materials JPR #7 – using foam operations.

Attended a lecture/seminar at North Metro Fire with Lieutenant C. Allen on the 9 Firefighters who were killed in a super sofa store in Charleston, S. C. in 2007. The class was on firefighter safety, culture change in the way building burn today vs. the old days and tactics change.

Meetings

Attended regular staff meetings at City Hall.

Met with John Benson of Boulder Mountain Fire on instructing this year’s - yearly RT-130 Wildland refresher class coming up on 22 April, using WFSTAR training curriculum for 2017.
Attended Central City Firefighters Foundation meeting with City Council at the Courthouse and City Council meeting.

Attended the Operations meeting in Idaho Springs with Gilpin and Clear Creek Fire, EMS and Law Enforcement agencies.

**Apparatus**

Take E-31 (1986 GMC/Pierce Engine) down to Front Range Fire Apparatus for repairs and ISO pump tests. The motor has a motor oil leak that soaked the clutch and cause the clutch to be replaced. The truck needs brakes and the wheel drums can no longer be readily found in the country. We have spent days looking for the parts. This truck is still out of service.

Pick up B-31 (1999 Chevy 3500 Brush Truck) from Front Range Fire Apparatus where we had some yearly maintenance and some other repairs conducted. This truck is now back in service.

Went to Denver to pick up parts for E-31.

**General**

Put Training calendar together for the next quarter.

Attended a Rotary Club dinner at Crystal Palace on Main Street.

Went out on Casey Avenue to water down a controlled open burn that was conducted at 124 Casey Avenue.

Worked on the 2015 AFG Grant for SCBA’s, and went to Denver to get the sump pump for the 2014 washer extractor grant.

Attended the retirement ceremony for Captain Kevin Martschinske with Black Hawk Fire Department, with Lieutenant S. Allen.
Breakdown by Major Incident Types for Date Range
Zone(s): All Zones | Start Date: 01/01/2017 | End Date: 04/12/2017

<table>
<thead>
<tr>
<th>MAJOR INCIDENT TYPE</th>
<th># INCIDENTS</th>
<th>% of TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fires</td>
<td>7</td>
<td>6.09%</td>
</tr>
<tr>
<td>Rescue &amp; Emergency Medical Service</td>
<td>57</td>
<td>49.57%</td>
</tr>
<tr>
<td>Service Call</td>
<td>9</td>
<td>7.83%</td>
</tr>
<tr>
<td>Good Intent Call</td>
<td>2</td>
<td>1.74%</td>
</tr>
<tr>
<td>False Alarm &amp; False Call</td>
<td>40</td>
<td>34.78%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>115</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.
<table>
<thead>
<tr>
<th>INCIDENT TYPE</th>
<th># INCIDENTS</th>
<th>% of TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 - Fire, other</td>
<td>2</td>
<td>1.74%</td>
</tr>
<tr>
<td>130 - Mobile property (vehicle) fire, other</td>
<td>1</td>
<td>0.87%</td>
</tr>
<tr>
<td>131 - Passenger vehicle fire</td>
<td>1</td>
<td>0.87%</td>
</tr>
<tr>
<td>141 - Forest, woods or wildland fire</td>
<td>2</td>
<td>1.74%</td>
</tr>
<tr>
<td>160 - Special outside fire, other</td>
<td>1</td>
<td>0.87%</td>
</tr>
<tr>
<td>300 - Rescue, EMS incident, other</td>
<td>1</td>
<td>0.87%</td>
</tr>
<tr>
<td>311 - Medical assist, assist EMS crew</td>
<td>9</td>
<td>7.83%</td>
</tr>
<tr>
<td>320 - Emergency medical service, other</td>
<td>1</td>
<td>0.87%</td>
</tr>
<tr>
<td>321 - EMS call, excluding vehicle accident with injury</td>
<td>39</td>
<td>33.91%</td>
</tr>
<tr>
<td>324 - Motor vehicle accident with no injuries.</td>
<td>7</td>
<td>6.09%</td>
</tr>
<tr>
<td>500 - Service Call, other</td>
<td>1</td>
<td>0.87%</td>
</tr>
<tr>
<td>521 - Water evacuation</td>
<td>1</td>
<td>0.87%</td>
</tr>
<tr>
<td>551 - Assist police or other governmental agency</td>
<td>3</td>
<td>2.61%</td>
</tr>
<tr>
<td>553 - Public service</td>
<td>1</td>
<td>0.87%</td>
</tr>
<tr>
<td>561 - Unauthorized burning</td>
<td>3</td>
<td>2.61%</td>
</tr>
<tr>
<td>651 - Smoke scare, odor of smoke</td>
<td>1</td>
<td>0.87%</td>
</tr>
<tr>
<td>652 - Steam, vapor, fog or dust thought to be smoke</td>
<td>1</td>
<td>0.87%</td>
</tr>
<tr>
<td>700 - False alarm or false call, other</td>
<td>3</td>
<td>2.61%</td>
</tr>
<tr>
<td>710 - Malicious, mischievous false call, other</td>
<td>1</td>
<td>0.87%</td>
</tr>
<tr>
<td>730 - System malfunction, other</td>
<td>2</td>
<td>1.74%</td>
</tr>
<tr>
<td>731 - Sprinkler activation due to malfunction</td>
<td>1</td>
<td>0.87%</td>
</tr>
<tr>
<td>733 - Smoke detector activation due to malfunction</td>
<td>5</td>
<td>4.35%</td>
</tr>
<tr>
<td>735 - Alarm system sounded due to malfunction</td>
<td>17</td>
<td>14.78%</td>
</tr>
<tr>
<td>743 - Smoke detector activation, no fire - unintentional</td>
<td>9</td>
<td>7.83%</td>
</tr>
<tr>
<td>744 - Detector activation, no fire - unintentional</td>
<td>1</td>
<td>0.87%</td>
</tr>
<tr>
<td>745 - Alarm system activation, no fire - unintentional</td>
<td>1</td>
<td>0.87%</td>
</tr>
</tbody>
</table>

**TOTAL INCIDENTS:** 115 | **100.00%**

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.