

CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, April 1, 2014 @ 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	Ron Engels
Mayor Pro-Tem	Bob Spain
Council members	Shirley Voorhies
	Glo Gaines
	Kathy Heider

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 of March 6, 13, 20 & 27; and
City Council minutes: March 4, 2014.

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. Appointment of Alternate to Planning Commission

8. Resolution No. 14-06: A resolution of the City Council of the City of Central, Colorado approving professional services agreement with Fentress Architects, Ltd. to provide on-call design review, engineering, traffic engineering, planning and project management services on an as-needed basis. (Fejeran)

9. Approval for CEDA Funding (Fejeran)

10. Approval for a Proposal for Planning and Architectural Services for work on the Comprehensive Plan with Fentress Architects (Fejeran)

REPORTS –

11. Staff updates –

COUNCIL COMMENTS - limited to 5 minutes each member.

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

ADJOURN. Next Council meeting April 15, 2014.

Posted 4/28/14

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.

**CITY OF CENTRAL
CASH ON HAND
3/27/2014**

Total Beginning ENB Cash on Hand 2/26/14	387.95
Deposits to ENB	-
Wires Out ENB	-
Cleared Checks	-
3/27/2014	387.95
<less previously approved & outstanding>	(59.00)
Total ENB Cash on Hand 3/27/14	328.95

Total Beginning CO Biz Cash on Hand 2/26/14	343,114.31
Deposits to COB	236,210.85
Wires Out COB	(142,890.34)
Cleared Checks	(237,042.79)
3/27/2014	199,392.03
<less previously approved & outstanding>	(121,921.34)
Total COB Cash on Hand 3/27/2014	77,470.69

Total Beginning Colotrust Cash on Hand 2/26/14	725,507.21
Wires into Account	13,420.03
Wires out of Account	-
Total Colotrust Cash on Hand 3/27/2014	738,927.24

***The City is currently in the process of switching the operating account from Evergreen National Bank to Colorado Business Bank. As such, you will see less and less activity out of Evergreen National and on the next cash flow report both of the operating accounts will be reflected. Once all transactions have cleared Evergreen National Bank, it will be removed from this sheet.

TOTAL CASH ON HAND 3/27/2014 **816,726.88**

**CITY OF CENTRAL
DEBIT CREDIT CARD PURCHASES**

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
<i>No debit card purchases during period</i>			
TOTAL for Debit Cards			-
2/6/2014	Radioshack	PD CCTV Connections	18.77
2/6/2014	Walmart	PD Shotgun Signs	37.56
2/6/2014	Ourdesigns.com	FD Printing	274.95
2/10/2014	Discount Ramps Inc	Water Dept Supplies	83.98
2/13/2014	Drafting Steals	File Holder, Roll file for Water Dept	297.79
2/14/2014	Fire Protection Publications	FD Training	1,125.00
2/18/2014	Safeway	Water Dept Supplies	20.68
2/20/2014	Jiffy Lube	PD Vehicle Oil Changes	93.93
2/20/2014	Jiffy Lube	PD Vehicle Oil Changes	93.93
2/24/2014	Staples	PD Office Supplies	94.98
2/24/2014	Best Buy	Tablet for PD Chief	349.98
2/26/2014	Safeway	Water Dept Supplies	17.59
2/27/2014	Amazon	Equipment for PD Tablet	18.10
2/27/2014	Amazon	Equipment for PD Tablet	19.98
2/28/2014	Office Max	Water Dept UPS Battery Charger	48.09
3/4/2014	Summit Sign	PW Uniforms	155.97
3/5/2014	Finance Charges	Finance Charges	138.01
Total for Credit Cards			2,889.29
Total for All Cards			2,889.29

CASH FLOW
CHECK LISTING

3/27/2014

Inv Date	Inv #	Ck. Date	CK#	Vendor	Description	Amount	Mail Date
2/25/14	T23911	3/6/14	127896	CO Div of Fire Prevention	Fire Instructor Test	30.00	
2/26/14	22614	3/6/14	127897	Home Depot	PW & Water Supplies	593.30	
2/18/14	622510	3/6/14	127898	Medved	Repair H-3	1,603.28	
2/24/14	98358573	3/6/14	127899	Nalco Chemical	Chemical Mix	1,946.70	
2/27/14	97661	3/6/14	127900	Office Stuff	Folders, File Cabinet, Pencils	204.33	
2/25/14	22514	3/6/14	127901	Xcel Energy	Electricity	236.38	
2/24/14	22414	3/6/14	127902	Purchase Power	Postage	638.00	
2/16/14	21614	3/6/14	127903	Century Link	Telephone and Fax Lines	846.42	
2/13/14	1593239	3/6/14	127904	Galls Inc.	Surface Mount LED-FD	248.93	
2/22/14	22214	3/6/14	127905	Walmart	Vehicle Supplies	233.18	
2/20/14	Mar-14	3/6/14	127906	Vision Service Plan	Vision Insurance Premiums	362.28	
2/19/14	Deb016001	3/6/14	127907	Royce Industries	Filter Element	66.61	
3/1/14	9408	3/6/14	127908	Allen Technology	Monthly IT Services	3,420.00	
2/26/14	85497	3/6/14	127909	Complete Wireless	Radio Repairs	85.89	
3/1/14	39821	3/6/14	127910	One Way	Residential Trash Pick Up	4,746.15	
3/6/14	30614	3/6/14	127911	Metro Denver Fire Chiefs Assoc	Membership for Fire Chief	24.00	
3/6/14	122323	3/6/14	127912	Air-O-Pure Portables	Restroom Sanitation at Shops and Reservoir	95.00	
2/24/14	22414	3/6/14	127913	USA Communications	DIA Service, Internet for PW & Townhome (Lst)	625.40	
2/20/14	D246798	3/6/14	127914	Accutest Mountain States	Water Testing	140.00	
2/20/14	437	3/6/14	127915	Mountain Lock and Key	Water General Key Copies Cut and Stamped	147.75	
2/20/14	71087	3/6/14	127916	D&R Sales	Boots for PW Employees	149.85	
2/24/14	49241	3/6/14	127917	JVA Inc	Nevada St, CC Storm Water, General	4,305.28	
2/20/14	75096	3/6/14	127918	Gard Specialists	PW Supplies	305.52	
2/14/14	221285	3/6/14	127919	Rex Oil Company	Fuel	4,249.02	
2/24/14	1300016552	3/6/14	127920	Ally	Chevy & Dodge	34,095.09	
2/24/14	488348	3/6/14	127921	Boral Aggregates	Salt and Sand	3,755.81	
2/25/14	836878	3/6/14	127922	Buckeye Welding	Oxygen & Nitrogen	13.00	
3/6/14	021214B	3/6/14	127923	Robert Fejeran	Mileage Reimbursement	95.92	
2/24/14	292076	3/6/14	127924	Psychological Dimensions PC	Suitability Assessment	675.00	
2/18/14	19263	3/6/14	127925	Everist Materials	Ice Slicer	8,372.24	
2/24/14	2328	3/6/14	127926	Colorado Coach Transportation	Shuttle for March	35,929.62	cird
3/1/14	31114	3/1/14	127927	Marie Collar	Police Records	332.16	cird
		3/14/14	127928-929	Employee PR	Employee PR	244.24	
		3/14/14	127930	ICMA-401		1,579.93	cird
		3/14/14	127931	ICMA-457		2,119.64	cird
		3/14/14	127932	ICMA-IRA		381.00	cird
3/4/14	5751162495	3/13/14	127933	Clear Creek Supply	Single Sided Key	0.99	
2/28/14	528671	3/13/14	127934	Den-Col Supply Company	PW Supplies	1,672.78	
1/17/14	56355	3/13/14	127935	OJ Watson	Chain for PW Heavy Equipment	290.34	
3/10/14	977861	3/13/14	127936	Office Stuff	Folders, Sugar	25.26	
3/3/14	30314	3/13/14	127937	Xcel Energy	Electricity	13,898.57	
2/28/14	740095	3/13/14	127938	Stevinson Chevrolet	PW Auto Cap	35.30	

CASH FLOW
CHECK LISTING

3/6/14	553979	3/13/14	127939	Honnen Equipment	Cutting Edge Kit, Equipment Parts	264.95
2/28/14	48528	3/13/14	127940	J&S Contractors Supply	Delineator Reflectors	1,261.00
3/5/14	2014036065	3/13/14	127941	Anthem BCBS	Health Insurance Premiums	12,480.66
3/6/14	94800	3/13/14	127942	Colorado Garage Door	Repair Door	198.00
2/28/14	22814	3/13/14	127943	Landmark Community	Ads for PW	891.92
3/13/14	126555	3/13/14	127944	Aflac	Supplemental Insurance Premiums	341.96
3/4/14	30414	3/13/14	127945	Sprint	Long Distance Fax	8.24
3/6/14	4621	3/13/14	127946	Ausmus Law Firm	March Prosecution	600.00
2/27/14	230802B	3/13/14	127947	Central Parts Warehouse	Cutting Edges	873.22
2/28/14	12014	3/13/14	127948	Gilpin County Public Works	FD Vehicle Repairs	293.20
2/28/14	35707	3/13/14	127949	Pro Com	Pre-Employment Screening	34.00
2/27/14	50507	3/13/14	127950	Kois Brothers Equipment	EZ Flow Hydraulic Fluid	59.60
3/1/14	1509634937	3/13/14	127951	Waste Management	Dumpster Pickups	863.30
3/3/14	222533	3/13/14	127952	Rex Oil Company	Fuel	2,435.86
3/10/14	31014	3/13/14	127953	Robert Fejeran	Mileage Reimbursement	74.69
2/26/14	CD20141127	3/13/14	127954	Envirotech	3 Totes-Mag Chloride	150.00
3/10/14	31014	3/13/14	127955	Katherine Irvine	Bond Return	50.00
3/19/14	31914	3/19/14	127956	Hammerlund Constuction	Retainage Release-Lawrence St.	26,623.91 cld
2/28/14	7300009914	3/20/14	127957	DPC Industries	Chlorine	24.00
3/17/14	31714	3/20/14	127958	Barbara Thielemann	Reimbursement for Comp Plan	147.00
2/10/14	11976	3/20/14	127959	Black Hawk Towing	Tow PD Vehicle	171.00
3/10/14	5751162808	3/20/14	127960	Clear Creek Supply	Tire Chain Accessory	46.52
3/10/14	1100088	3/20/14	127961	Drive Train Industries	PW Parts	145.18
3/17/14	31714	3/20/14	127962	The Farmers Highline	Water Fund Ditch Fee	4,707.00
3/17/14	23577	3/20/14	127963	The Lighthouse Inc.	FD Supplies	183.99
2/25/14	57066663	3/20/14	127964	Matthew Bender	CO Revised Statutes	67.08
10/16/13	737574	3/20/14	127965	Stevinson Chevrolet	Auto Part	21.90
3/13/14	CCOR1401B	3/20/14	127966	Weekly Register Call	Publications	188.08
2/26/14	5489594	3/20/14	127967	Public Safety Warehouse	Wildfire Helmet	254.64
3/13/14	31314	3/20/14	127968	Pitney Bowes	Pstg Machine Rental	177.00
2/26/14	399045	3/20/14	127969	Intl' Code Council	FD Supplies	124.00
2/28/14	2.135	3/20/14	127970	Widner Michow	General Counsel, Iron Horse, Reffel, KOA	7,952.72
3/11/14	140301	3/20/14	127971	Gilpin County Historical Society	Employee for Wash Hall	1,550.16
3/12/14	9097	3/20/14	127972	Deere & Ault	Water Accounting and Engineering	7,494.00
3/18/14	31814	3/20/14	127973	Div. of Oil and Public Safety	Oil Tank Registration	70.00 void
3/9/14	30814	3/20/14	127974	Sprint	Long Distance Fax	17.88
2/28/14	9916515382	3/20/14	127975	Airgas USA	Oxygen & Nitrogen	43.51
3/10/14	233894B	3/20/14	127976	Central Parts Warehouse	PW Supplies	46.49
2/28/14	9720892161	3/20/14	127977	Verizon Wireless	Cell Phone Service	1,109.38
2/25/14	22514	3/20/14	127978	USA Communications	Internet FD	50.95
3/1/14	30114	3/20/14	127979	T&D Car Wash	PD Car washes	34.54
3/14/14	11823	3/20/14	127980	ROI Fire & Ballistics	Hydrant Adapter and Gloves	1,070.00
3/7/14	92994	3/20/14	127981	Intermountain Sweeper	Sweeper Parts	126.54

CASH FLOW
CHECK LISTING

3/27/2014

3/5/14	30514	3/20/14	127982	Cardmember Services	See Detail	2,889.29
3/3/14	10935	3/20/14	127983	Chema Tox Laboratory	Blood Alcohol Testing	20.00
3/8/14	4062894	3/20/14	127984	De Lage Landen	Copier Leases for City Hall and PD	537.23
3/1/14	679302	3/20/14	127985	Wimactel Inc	Pay Phone Service	70.00
2/24/14	SINV906697	3/20/14	127986	A-T Solutions	Software License	197.37
3/16/14	1800001361	3/20/14	127987	Rocky Mtn Water Co.	Water Fund Ditch Fee	69.88
3/24/14	32414	3/24/14	127988	Div. of Oil and Public Safety	Oil Tank Registration	35.00
			127989	Employee PR	Payroll	709.97
			127990	ICMA-401	Retirement Contributions	1,640.57
			127991	ICMA-457	Retirement Contributions	2,141.73
			127992	ICMA-IRA	Retirement Contributions	381.00
					Total Issued:	332,820.61
					Approved & Sent Checks:	121,980.34
					Clrd & Pending Approval:	66,966.26
					Voided Checks:	70.00
					Total Pending Approval 4/1/14	210,770.27

Outstanding through ENB 59.00
Outstanding through COB 121,921.34

**CITY OF CENTRAL
CITY COUNCIL MEETING
March 4, 2014**

CALL TO ORDER

A regular meeting of the City Council for the City of Central was called to order by Mayor *pro tem* Spain at 7:05 p.m., in City Hall on March 4, 2014.

ROLL CALL

Present: Mayor *pro tem* Spain
Alderman Gaines
Alderman Heider
Alderman Voorhies

Absent: Mayor Engels

Staff Present: City Clerk Bechtel
Attorney McAskin
Finance Director Flowers
Planner/HPO Fejeran
Police Chief Krelle
Fire Chief Allen
Utilities Superintendent Griffith

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 Gaines moved to approve the consent agenda containing the regular bill lists for February 20 and 27, 2014; and the City Council minutes for the meeting on February 18, 2014. Alderman Heider seconded, and without discussion, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION

No one requested time to address the Council.

ACTION ITEMS: NEW BUSINESS

FPPA Pension-Status of Account

Finance Director Flowers gave the background as follows:

In accordance with C.R.S. 31-30-1119, the Volunteer Firefighter Pension Board is required to report to Council on the status of the pension funds over which the Board presides. The volunteer firefighter pension is held and managed by the Fire & Police Pension Association (FPPA). The City receives a quarterly statement detailing the earning/losses and benefit expenses of the fund. Further, FPPA performs an actuarial study on the pension fund every

other year to ensure that the fund is sustainable given the number of volunteers who are eligible to participate and the level of annual contribution from the City.

As of December 31, 2013 the ending balance in the pension fund was \$513,038.94. The fund paid out pension benefits in the amount of \$31,154.03 over the course of the year and FPPA's investment of the funds earned a total of \$66,456.29. As of the 2013 Actuarial Study (most recent available) the pension fund did require that the annual contribution amount of the City be increased from \$7,600 to \$11,656 in order to keep the plan solvent at current benefit levels. City Council did approve this increase in funding as part of the 2014 Budget process.

The City contributed \$7,600 to the pension plan in 2012 and received a state grant in the amount of \$6,417 that was also contributed to the plan.

In the Council packet is the year end statement for the fund as of December 31, 2013 detailing the earnings and expenses for the year as well as the Executive Summary from the 2013 Actuarial Study detailing the plan's valuation and solvency. The pension plan provides volunteer firefighters with benefits as shown in the attached Actuarial Valuation Information Checklist. C.R.S. 31-30-1119 requires that the pension board make a report to the City Council on the condition of the pension fund by the last meeting in February and August of each year. This report satisfies this requirement so no action is required.

Resolution No. 14-06: A resolution of the City Council of the City of Central, Colorado approving professional services agreement with Fentress Architects, Ltd. to provide on-call design review, engineering, traffic engineering, planning and project management services on an as-needed basis. City Planner Fejeran requested that we table this item until staff receives the agreement.

STAFF UPDATES

City Planner Fejeran stated that AT&T will be working on their project in April.

COUNCIL COMMENTS

Alderman Gaines asked if staff can provide retail marijuana sales tax numbers. Staff explained that per the state regulation, no totals can be given for a specific revenue source unless there are three or more of one business in that type. Staff can provide year to date numbers from 2013 and 2014 for comparison.

PUBLIC FORUM/AUDIENCE PARTICIPATION

No one requested time to address the Council.

At 7:16 p.m., Alderman Gaines moved to adjourn into Executive Session pursuant to C.R.S. 24-6-402(4)(b) for legal advice from the City Attorney regarding litigation filed against the City. Alderman Voorthies seconded, and without discussion, the motion carried unanimously.

The next Council meeting is scheduled for March 18, 2014 at 7:00 p.m.

Bob Spain, Mayor *pro tem*

Reba Bechtel, City Clerk



Lisa R. Leben
108 Casey Avenue
Central City, CO 80427



March 7, 2014

City of Central
Attn: Reba Bechtel, City Clerk
P.O. Box 249
Central City, CO 80427

Dear Ms. Bechtel,

I am submitting this letter to express my interest in serving the City as an alternate on the Planning Commission.

Last year I purchased a home in Central City and am eager to become involved in the community by participating in local government. I value the rich history and natural beauty of the City and understand the Planning Commission has an important responsibility in evaluating land use applications, comprehensive plans, and proposed developments. I appreciate that, when financial resources are scarce, land use planning must facilitate investment that will be complimentary with the long term vision and goals of the City.

As to my background, I've been employed with the Clear Creek County Government for the past 21 years and am currently the Special Projects Division Director. This position involves real estate transactions, land use planning projects including a water bank, recreational tourism, and other long-term projects. I realize county government is different from municipal government but believe my experience could be beneficial to the Planning Commission and City.

I respectfully request you submit this letter to the Mayor and City Council for their consideration in filling the vacancy. If you have any questions, please feel free to contact me at 303-249-1895.

Thank you for your time and assistance.

Sincerely,

Lisa

John E. Friery
224 E 4th High Street
P.O. Box 654
Central City, CO 80427
303.582.3537 H
720.519.9228 C

Attn: Reba Bechtel
City Clerk
City of Central

Re: 1-Alternate Opening on the Historic Preservation Commission
2-Vacant Opening on Planning Commission

Dear Ms Bechtel,

Preservation has always been a fascinating hobby of mine. Whether old antiques or old buildings or just collecting stuff to re-use; it is truly a difficult habit to give up.

My real start in preservation came in the City of Baltimore, operating the Salvage Depot for then Baltimore Mayor Donald Schaefer. Our duties consisted of retrieving and recycling old building materials from City owned buildings in residential neighborhoods abandoned by owners and taken over by the City by eminent domain. Thousands of homes were recycled by homesteaders. These urban homesteaders could come to The Salvage Depot and purchase salvaged articles on the cheap.

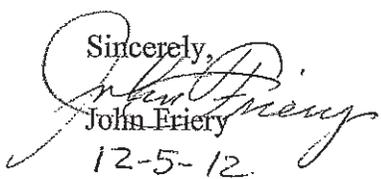
Working under the Commission for Historical and Architectural Preservation it became very apparent to me the impact we were having in the planning and execution of the preservation of neighborhoods in the City of Baltimore.

Fast forward from the late seventies, I arrived in Denver in 1982 and employed as a building superintendent. In 1999 after spending a year at the oldest co-op/condo association in Denver, The Perrenoud at 17th & Clarkson I retired.

It is my belief that Planning and Preservation are the twins which will bring healthy economic life back to Central City. Therefore, I am offering to serve on each committee to have an opportunity to share my ideas and thoughts on historical preservation as well as planning. This will allow me an opportunity to give back to the community in a constructive and positive way.

In advance, I wish to thank you for considering my application.

Sincerely,


John Friery

12-5-12



AGENDA ITEM # 8

CITY COUNCIL COMMUNICATION FORM

FROM: Robert Fejeran, City Planner/HPO

DATE: February 24, 2014

ITEM: Resolution No. 14-06: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FENTRESS ARCHITECTS, LTD. TO PROVIDE CERTAIN ON-CALL DESIGN REVIEW, ENGINEERING, TRAFFIC ENGINEERING, PLANNING AND PROJECT MANAGEMENT SERVICES

ORDINANCE
 MOTION (TO APPROVE RESOLUTION)
 INFORMATION

- I. **REQUEST OR ISSUE:** From time to time, the Planning Department will require assistance with review of major development or re-development applications.

Professional services are exempt from the City's purchasing policy.

Attached is a professional services agreement with Fentress Architects, Ltd. (the "Consultant"). The Consultant and the proposed subcontractors have been determined to be eligible and qualified to provide on-call design review, engineering, traffic engineering, planning and project management services to the City.

The on-call services to be provided to the City by the Consultant and the Consultant's subcontractors will be identified as the specific need arises (on a case-by-case basis) and will be paid out of funds on deposit pursuant to one or more consultant reimbursement agreements by and between the City and individuals or entities processing development applications within the City.

- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution No. 14-06 following discussion at the March 4, 2014 regular meeting.

- III. **FISCAL IMPACTS:** None. Fees and charges billed to the City under the professional services agreement will be passed through to individuals or entities processing development applications within the City (out of funds on deposit pursuant to one or more consultant reimbursement agreements). The 2014 budget will not be impacted by approval of the agreement.

- IV. **LEGAL ISSUES:** Professional services are exempt from the City's purchasing policy.
- V. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A
- VI. **SUMMARY AND ALTERNATIVES:** City Council has the following options:
- (1) Adopt Resolution No. 14-06, as presented;
 - (2) Direct staff to make revisions to the Resolution and schedule consideration of the Resolution on a future City Council agenda; or
 - (3) Reject or deny the resolution.

Attachments

PROPOSED MOTION (for approval):

I MOVE TO APPROVE RESOLUTION NO. 14-06, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FENTRESS ARCHITECTS, LTD. FOR ON-CALL DESIGN REVIEW AND RELATED SERVICES.

PROPOSED MOTION (for denial):

I MOVE TO DENY RESOLUTION NO. 14-06, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FENTRESS ARCHITECTS, LTD. FOR ON-CALL DESIGN REVIEW AND RELATED SERVICES for the following reason(s): _____

_____ (Council member making motion to supply reason(s) for denial).

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 14-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CENTRAL, COLORADO APPROVING A PROFESSIONAL SERVICES
AGREEMENT WITH FENTRESS ARCHITECTS, LTD. FOR ON-CALL
DESIGN REVIEW AND RELATED SERVICES**

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

WHEREAS, the City Council of the City of Central, Colorado, desires to retain Fentress Architects, Ltd. (the "Consultant") to assist the City with providing on-call design review, engineering, traffic engineering, planning and project management services on an as-needed basis; and

WHEREAS, the Consultant and the proposed subcontractors have been determined to be eligible and qualified to provide on-call design review, engineering, traffic engineering, planning and project management services to the City; and

WHEREAS, a copy of the professional services agreement with the Consultant (the "Agreement") is attached and incorporated into this Resolution as **Exhibit A**; and

WHEREAS, the on-call services to be provided to the City by the Consultant will be identified as the specific need arises and will be paid out of funds on deposit pursuant to one or more consultant reimbursement agreements by and between the City and individuals or entities processing development applications within the City; and

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

WHEREAS, the Agreement is exempt from the City's purchasing policy, pursuant to Section 4-9-30(2) of the Municipal Code; and

WHEREAS, the City and the Consultant have agreed upon the terms of the Agreement.

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

Section 1. The City Council hereby (a) approves the Agreement, in substantially the form attached hereto as **Exhibit A**; (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Agreement as may be appropriate that do not substantially increase the obligations of the City, and (c) authorizes the Mayor to execute the same on behalf of the City with the approval of the City Attorney.

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

ADOPTED THIS 4th DAY OF MARCH, 2014.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

APPROVED TO FORM:

By: _____
Reba Bechtel, City Clerk

By: _____
Marcus A. McAskin, City Attorney

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
FENTRESS ARCHITECTS, LTD.

**CITY OF CENTRAL
PROFESSIONAL SERVICES AGREEMENT**

**Independent Contractor
Time & Materials -- Not to Exceed Contract**

Project/Services Name: **On-Call Design Review, Engineering, Traffic
Engineering, Planning and Project Management
Services**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between **FENTRESS ARCHITECTS, LTD.**, a Colorado corporation, whose business address is 421 Broadway Street, Denver, Colorado 80203 (the "Consultant") and the **CITY OF CENTRAL, COLORADO**, a home rule municipality of the State of Colorado (the "City"). The City and the Consultant may be collectively referred to herein as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, the City contemplates that from time to time it will require various design review, engineering, traffic engineering, planning and project management services on an as-needed basis; and

WHEREAS, the Consultant and the proposed subcontracts have been determined to be eligible and qualified to provide on-call design review, engineering, traffic engineering, planning and project management services to the City; and

WHEREAS, the on-call services to be provided to the City by the Consultant will be identified as the specific need arises and will be paid out of funds on deposit pursuant to one or more consultant reimbursement agreements by and between the City and individuals or entities processing development applications within the City; and

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

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

1.0 SERVICES AND CONSULTANT PERFORMANCE

- 1.1 **Basic Services.** The Consultant's schedule of fees and charges that shall be applicable to the work and services provided to the City under this Agreement is attached hereto as **Exhibit 1** and is incorporated herein by reference. The Consultant shall provide and be compensated for a scope of services ("Services"), which shall be set forth in one or more written Task Order(s) issued pursuant to this Agreement in substantially the form attached to this Agreement as **Exhibit 2**, which Task Order(s) shall set forth the specific tasks to be performed ("Tasks"), time schedule to be followed ("Time Schedule"), products to be delivered to City ("Deliverables") and the estimated charges that are to be made ("Charges"). Unless otherwise agreed, the Charges shall be calculated using the fees set forth in **Exhibit 1**. The terms and conditions of this Agreement

shall apply to each Task Order, except to the extent expressly modified by the terms of a subsequent Task Order. Where Charges are "not to exceed" a specified sum, the Consultant shall notify the City when the Consultant has a reasonable basis to anticipate that Charges will exceed the "not to exceed" sum and shall not continue to provide the Services beyond such specified "not to exceed" sum unless the City authorizes an increase in the sum, in writing by a subsequent Task Order executed by the City Manager. Changes in conditions, including, without limitation, changes in laws or regulations occurring after the budget is established or other circumstances beyond the Consultant's control may be a basis for equitable adjustments in the budgeted Charges and Time Schedule which adjustments shall only be made in writing by a subsequent Task Order, prior to commencement of any additional work based upon such change in conditions, executed by the City Manager or her designee.

- 1.2 Additional Services. The City may, in writing, request the Consultant to provide the City with certain additional special services ("Additional Services") not covered by the Services as outlined above. These Additional Services may include, but not be limited to any services not included under any authorized Task Order; provided that any Additional Services must be approved in writing, in advance, by the City Manager or her designee. The City reserves the right to request proposals from the Consultant and any other firm or entity under contract of the City for on-call engineering, project management and/or construction management services in order to compare the labor mix and estimated number of hours with qualifications in determining award.
- 1.3 Authorized Representatives. For purposes of this Agreement, the Consultant's authorized representative shall be **James Dee Rendon**, and shall be the only authorized representative to make decisions or commitments on behalf of Consultant regarding the Services. The City's authorized representative shall be the City Manager, or his or her designee, or the City's Historic Preservation Officer.
- 1.4 Independent Contractor. The Consultant shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Consultant or the Consultant's employees, sub-contractors, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

The City will not include the Consultant as an insured under any policy the City has for itself. The City shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Consultant or the Consultant's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing,

professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONSULTANT ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONSULTANT OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS. CONSULTANT FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONSULTANT ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

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

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

- included within Exhibit A; or
- attached to this Agreement as Exhibit ____; or
- not included and not attached.

2.0 COMPENSATION

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

- A. Fee Schedule. Compensation for the Services and Additional Services, if any, provided under this Agreement shall be based on the fees and charges set forth in **Exhibit 1**, or shall otherwise be specifically set forth and agreed to in a Task Order. **The Consultant shall not provide any Services or Additional Services under this Agreement unless and until an authorized Task Order has been executed by the City's**

Authorized Representative identified in Section 1.3 of this Agreement.

B. Reimbursable Expenses. The following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the City without administrative mark-up but which must be accounted for by the Consultant and proof of payment shall be provided by the Consultant with the Consultant's invoices:

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

No reimbursable expenses shall be billed to the City unless the same are specifically identified and approved in an authorized Task Order.

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

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

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

2.3 City Dispute of Invoice or Invoiced Item(s). The City may dispute any Consultant time, reimbursable expense, and/or compensation requested by the Consultant described in any invoice and may request additional information from the Consultant substantiating any and all compensation sought by the Consultant before accepting the invoice. When additional information is requested by the City, the City shall advise the Consultant in writing, identifying the specific item(s)

that are in dispute and giving specific reasons for any request for information. The City shall pay the Consultant within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the City disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the City shall be deemed made and completed upon hand delivery to the Consultant or designee of the Consultant or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Consultant. **Any and all payments to the Consultant under this Agreement shall be made from available funds on deposit with the City pursuant to consultant reimbursement agreements by and between the City and individuals or entities processing development applications within the City.**

3.0 CONSULTANT'S GENERAL RESPONSIBILITIES

- 3.1 The Consultant shall become fully acquainted with the available information related to the Services. The Consultant is obligated to affirmatively request from the City such information that the Consultant, based on the Consultant's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.
- 3.2 The Consultant shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Consultant's performance that are not addressed by the Agreement.
- 3.3 The Consultant shall provide all of the Services in a timely and professional manner.
- 3.4 The Consultant shall promptly comply with any written City request for the City or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Consultant that are pertinent to the Consultant's performance under this Agreement for the purpose of the City performing an audit, examination, or other review of the Services.
- 3.5 The Consultant shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.
- 3.6 The Consultant shall be responsible at the Consultant's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

4.0 TERM AND TERMINATION

- 4.1 Term. This Agreement shall be effective on the **1st day of February, 2014, at 12:01 a.m.**, (the "Effective Date") and shall terminate at **11:59 p.m. on December 31, 2014**. The City reserves the right to extend the term of this Agreement for up to four (4) additional one year terms, in its sole discretion. If the City elects to extend the term of this Agreement, a written notice of extension

executed by the City Manager shall be provided to the Consultant. Any such notice of extension shall contain, as an exhibit thereto, the Consultant's standard Fees and Charges that will be applicable during the term of the extension.

- 4.2 Continuing Services Required. The Consultant shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Consultant shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City's Authorized Representative.
- 4.3 City Unilateral Termination. This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Consultant at least ten (10) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:
- A. Unless otherwise provided in any notice of termination, the Consultant shall provide no further services in connection with this Agreement after receipt of a notice of termination; and
 - B. All finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Agreement shall be delivered by the Consultant to the City and shall become the property of the City; and
 - C. The Consultant shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Consultant's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by Section 4.3(A) above. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Consultant shall be submitted to or accepted by the City.
- 4.4 Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 4.4, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Consultant prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Consultant shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this Section 4.3, nothing in this Section 4.3 shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

- 4.5 Unilateral Suspension of Services. The City may suspend the Consultant's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Consultant which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Consultant shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.
- 4.6 Reinstatement of Services Following City's Unilateral Suspension. The City may at its discretion direct the Consultant to continue performance of the Services following suspension. If such direction by the City is made within (30) days of the date of suspension, the Consultant shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, the Consultant may elect to: (1) provide written notice to the City that such suspension is considered a unilateral termination of this Agreement pursuant to Section 4.3; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the City an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the City, to provide written notice to the City that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement pursuant to Section 4.3. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.
- 4.7 Delivery of Notice of Termination. Any notice of termination permitted by this Section 4.0 and its subsections shall be addressed to the person signing this Agreement on behalf of either City or Consultant at the address shown below or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

5.0 INSURANCE

- 5.1 Insurance Generally. The Consultant shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified as follows:
- The Consultant shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Consultant to be sufficient to meet or exceed the Consultant's minimum statutory and legal obligations arising under this Agreement ("Consultant Insurance"); or
 - The Consultant shall secure and maintain the following ("Required Insurance"):

- Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.
- Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and of One Million Dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and all operations of the Consultant. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
- Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence with respect to each of the Consultant's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.
- Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant.

5.2 Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this Section 5.0 and its subsections, insurance shall conform to all of the following:

- A. For both Consultant Insurance and Required Insurance, all policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Consultant; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Consultant shall not be an insured party for any City-obtained insurance policy or coverage.
 - B. For both Consultant Insurance and Required Insurance, the Consultant shall be solely responsible for any deductible losses.
 - C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
 - D. For Required Insurance, every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.
- 5.3 Failure to Obtain or Maintain Insurance. The Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section 5.0 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Agreement. Failure on the part of the Consultant to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City immediately upon demand by the City, or at the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Consultant from the City pursuant to this Agreement.
- 5.4 Insurance Certificates. Prior to commencement of the Services, the Consultant shall submit to the City certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 5.0 and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the Project Name as identified on the first page of this Agreement. The City may request and the Consultant shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

6.0 OWNERSHIP OF DOCUMENTS

Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become property of the City of Central upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and

proprietary work used or provided by the Consultant to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Consultant waives any right to prevent its name from being used in connection with the Services.

7.0 CONFLICT OF INTEREST

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

8.0 REMEDIES

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

- A. Suspend the Consultant's performance pending necessary corrective action as specified by the City without the Consultant's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
- B. Withhold payment to the Consultant until the necessary services or corrections in performance are satisfactorily completed; and/or
- C. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Consultant, cannot be performed, or if performed would be of no value to the City; and/or
- D. Terminate this Agreement in accordance with this Agreement.

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

9.0 MISCELLANEOUS PROVISIONS

- 9.1 **No Waiver of Rights:** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City

except in writing signed by the City Council or by a person expressly authorized to sign such waiver by resolution of the City Council of the City of Central, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

- 9.2 No Waiver of Governmental Immunity: Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 9.3 Affirmative Action: Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Consultant will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 9.4 Binding Effect: The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 9.4 shall not authorize assignment.
- 9.5 No Third Party Beneficiaries: Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of Consultant. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 9.6 Article X, Section 20/TABOR: The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City of Central, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.
- 9.7 Governing Law, Venue, and Enforcement: This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Gilpin County, Colorado. To reduce the cost of dispute resolution and to expedite the

resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

- 9.8 Survival of Terms and Conditions: The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 9.9 Assignment and Release: All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Consultant without the express written consent of the City Council for City of Central. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution or motion of the City Council for the City of Central. No assignment shall release the Applicant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.
- 9.10 Paragraph Captions: The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 9.11 Integration and Amendment: This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the City and the Consultant.
- 9.12 Severability: Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 9.13 Incorporation of Exhibits: Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.
- 9.14 Employment of or Contracts with Illegal Aliens: Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, Consultant certifies as of the date of this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Consultant will

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

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

<u>If to the City:</u>	<u>If to the Consultant</u>
City of Central Attn: City Manager 141 Nevada Street P.O. Box 249 Central City, CO 80427	Fentress Architects 421 Broadway Denver, CO 80203 Attn: James Dee Rendon
With a copy to: City Attorney City of Central 13133 E. Arapahoe Rd. Suite 100 Centennial, Colorado 80112	

10.0 SPECIAL PROVISIONS

- None.
- Attached to this Agreement as Exhibit _____; or
- As follows: _____

11.0 AUTHORITY

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

CITY OF CENTRAL, COLORADO

By: _____
Ron Engels, Mayor

ATTEST:

REVIEWED BY (Excluding Exhibits):

City Clerk

Marcus McAskin, City Attorney

EXHIBIT 1

Consultant Hourly Rate Schedule and Personnel

EXHIBIT 2

Form of Task Order



TASK ORDER

ON-CALL DESIGN REVIEW AND RELATED SERVICES

TASK ORDER NO. _____ **Task Name:** _____

Requested By: _____ **Proposed Start Date:** _____, 20____
(City Dept. / Project Mngr.)
Funding Source: _____ **Proposed Completion Date:** _____, 20____
Tasks / Deliverables: See attached memorandum **Total Task Order Budget:** \$ _____

Approval:

City Manager **Date:** _____

Additional Comments: This Task Order is not valid without attached Task Order memorandum, approved by the City Planner/HPO.

Attachment: Task Order Memorandum

FINANCE DIRECTOR REVIEW:
Finance has reviewed this Task Order and the funds:

will be paid solely out of funds available from the Deposit Account established pursuant to the Consultant Reimbursement Agreement for the following project: _____

By: _____
Account reference/information: _____



TASK ORDER MEMORANDUM

To: City Manager

From: City Planner / HPO

Date: _____, 20__

Subject: On-Call Design Review, Engineering, Traffic Engineering, Planning and Project Management Services
Task Order No. _____

This Task Order Memorandum has been prepared in accordance with the City's Professional Services Agreement (PSA) with **Fentress Architects, Ltd.** (the "Consultant") for on-call design review and related services. No work shall be performed by the Consultant until the City's Authorized Representative has executed a Task Order authorizing the Consultant to proceed with the Task(s) identified below.

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

Time Schedule: *[insert detail]*

Deliverables: *[insert detail]*

Charges: *[insert detail]*

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

pursuant to the Consultant Reimbursement Agreement by and between the City and _____ for the following project: _____.

Review and approval of Task Order Memorandum:

City Planner / HPO

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

ATTACHMENT A
To Task Order Memorandum

[insert copy of final approved proposal of Consultant]



AGENDA ITEM #9

CITY COUNCIL COMMUNICATION FORM

FROM: Robert Fejeran, Planner/HPO

DATE: March 23, 2014

ITEM: Funding Request for CEDA

NEXT STEP: Request City funding for CEDA 2014 Activities: \$29,769

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE** The Cultural Economic Development Association's (CEDA) purpose is to create a collaborative sustainable organization that brings structural integrity into an economic development process. It combines all nonprofit organizations—The Opera House, the Historical Society and the Arts Association—that create a synergy of experienced artists, each having a place on the CEDA board and working collaboratively to succeed in becoming a Creative, Artist Community. While CEDA is looking at several sources of federal, state, local and private funding, at this point in time, those funds are unlikely to be in place to support CEDA's immediate arts programs. In the long term, however, such funding will become realized.

CEDA is asking for seed funding in the amount of \$29,769, of which \$17,751 will be applied toward professional services: public access, creative district and grant preparation, sponsorship program, and festival/event oversight. The remaining balance, \$12,018, will be applied toward operations: marketing and advertising (print/radio), printing/postage, banners, and insurance/legal (refer to attached budget detail).

- II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion to approve/deny funding request
- III. **FISCAL IMPACTS:** The amount requested for funding was not contemplated during the 2014 Budget process and is therefore not allocated in the current 2014 Budget. If approved, Council can fund this amount out of the General Fund or

Historic Preservation Fund's ending fund balance. The effect of funding out of either fund will be a reduction by the same in the ending fund balance. If Council chooses to fund this amount but does not wish to reduce the ending fund balance than identifying budgeted expenditure cuts in the same amount will be necessary.

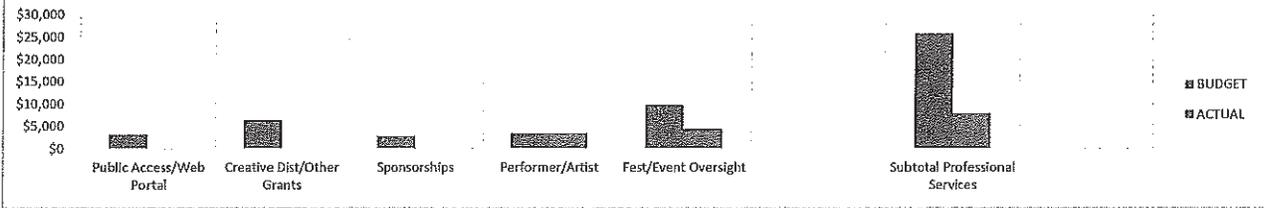
To date, the City has funded CEDA a total of \$9,304.00; \$4,304 during the 4th quarter of 2013 and \$5,000.00 in February of this year. An additional \$29,769 is requested.

- IV. **BACKGROUND INFORMATION:** CEDA's mission is to stimulate economic energy, promote business diversity, and enrich the vitality of the Central City area through culture, promoting the growth of creative enterprises and expansion of companies to, and in Central City, and to make Central City economically competitive with the state's best cities. There are two aspects of CEDA's action plan that help produce economic activity: festival/event program that drives population to the City, and a business incubator program that supports the creative hub of the City. CEDA was launched in September, receiving funding of \$4304 to kick off marketing and management of the Jazz Festival. An additional \$5000 was disbursed for jazz festival operations. A budget was established for 2014's action items (see attached).
- V. **LEGAL ISSUES:** No City-related issues. Two contracts have been established: Janus Artistic Services for jazz festival operations, and The Resource Group for economic development/grant application activities.
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**
1. Make a motion to approve CEDA funding in requested amount and reduce fund balance.
 2. Make a motion to approve CEDA funding in a lesser amount.
 3. Deny the funding request.

Marketing/Fundraising Campaign Budget

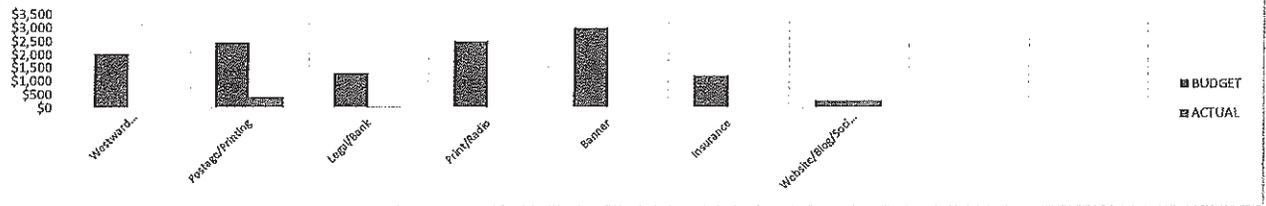
CEDA, 2014

PROFESSIONAL SERVICES BUDGET



STATUS	ITEM	BUDGET	ACTUAL	NEEDED (\$)	DIFFERENCE (%)
▲	Public Access/Web Portal	\$3,200.00	\$0.00	\$3,200.00	100%
▲	Creative Dist/Other Grants	\$6,400.00	\$0.00	\$6,400.00	100%
▲	Sponsorships	\$2,800.00	\$0.00	\$2,800.00	100%
▬	Performer/Artist	\$3,500.00	\$3,500.00	\$0.00	0%
▲	Fest/Event Oversight	\$9,800.00	\$4,449.00	\$5,351.00	55%
Subtotal Professional Services		\$25,700.00	\$7,949.00	\$17,751.00	

OPERATING BUDGET



STATUS	OPERATING	BUDGET	ACTUAL	NEEDED (\$)	DIFFERENCE (%)
▲	Westward Advertising	\$2,000.00	\$0.00	\$2,000.00	100%
▲	Postage/Printing	\$2,450.00	\$401.00	\$2,049.00	84%
▲	Legal/Bank	\$1,300.00	\$31.00	\$1,269.00	98%
▲	Print/Radio	\$2,500.00	\$0.00	\$2,500.00	100%
▲	Banner	\$3,000.00	\$0.00	\$3,000.00	100%
▲	Insurance	\$1,200.00	\$0.00	\$1,200.00	100%
▬	Website/Blog/Social Media	\$250.00	\$250.00	\$0.00	0%
				\$0.00	
				\$0.00	
Subtotal Operating Expenses		\$12,700.00	\$682.00	\$12,018.00	95%

TOTAL EXPENSES	\$38,400.00	\$8,631.00	\$29,769.00
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AGENDA ITEM # 10

CITY COUNCIL COMMUNICATION FORM

FROM: Robert Fejeran, City Planner/HPO

DATE: March 28, 2014

ITEM: PROFESSIONAL SERVICES AGREEMENT WITH FENTRESS ARCHITECTS, LTD. TO PROVIDE COMPREHENSIVE PLAN DEVELOPMENT SUPPORT

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** The Comprehensive Plan was last updated in 2003, which exceeds the State's recommended update of ten years. The necessity to update the comprehensive plan stems from a decade of change in growth or direction of development as well as economic setbacks resulting in unanticipated loss of businesses and jobs. It is suggested that the planning commission re-evaluate the comprehensive plan elements at least every five (5) years. The comprehensive plan will address land use and zoning, heritage and creative district, infrastructure and transportation, recreation and tourism (required by Colorado Revised Statute), neighborhoods and housing and economic development and sustainability. This effort will require additional resources.

Professional services are exempt from the City's purchasing policy.

Attached is a professional services agreement with Fentress Architects, Ltd. (the "Consultant"). The Consultant has been determined to be eligible and qualified to provide planning, design and project management services to the City.

The planning and architectural services to be provided to the City by the Consultant will be a not-to-exceed basis from the Community Development Planning and Engineering budget.

- II. **RECOMMENDED ACTION / NEXT STEP:** Motion to approve planning and architectural professional service agreement.
- III. **FISCAL IMPACTS:** Not to exceed amount of \$20,000 in the 2014 Community Development budget.
- IV. **LEGAL ISSUES:** Professional services are exempt from the City's purchasing policy.
- V. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A

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

- (1) Motion to approve planning and architectural professional services contract;
- (2) Direct staff to make revisions to the contract on a future City Council agenda; or
- (3) Reject or deny the professional services contract.



FENTRESS

fentressarchitects.com

LA 303.722.5000
SJ
DC 421 Broadway
DEN Denver CO 80203

March 25, 2014

Mr. Robert Fejeran
City Planner / HPO
City of Central
PO Box 249
141 Nevada Street
Central City, CO 80427

Re: City of Central Comprehensive Plan
Proposal for Planning and Architectural Services
Project 20140019.000

Dear Mr. Fejeran:

Thank you for the opportunity to provide our Proposal for Planning and Architectural Services to assist in creating an updated Comprehensive Plan. Fentress Architects is eager to work with you on this exciting project.

Project Understanding:

Under the guidance of the City Planner and other City stakeholders, the City of Central is engaging in updating its Comprehensive Plan, to re-establish the community's vision and goals, and create a guide for future growth and development. The process you have outlined to us includes gathering existing data, engaging the public, and developing a plan based on their input.

Through our recent meetings, and as outlined in your 'Comprehensive Planning Process' guidelines, we have learned that the plan may address areas such as:

- Land use and Zoning;
- Heritage and Creative District;
- Infrastructure and Transportation;
- Recreation and Tourism ;
- Neighborhoods and Housing;
- Economic Development and Sustainability.

In addition to working with Fentress Architects, it is our understanding that the City of Central has entered into an agreement with The Colorado Center for Community Development (CCCD), to also assist in the creation of the Comprehensive plan. Specifically, we understand their scope to include analysis of new entry, plaza and parking garage components.

Tasks to be performed (Scope of Services):

The following tasks can be performed when requested by the City, based on the needs of the Project:

1. Meet with the City of Central and CCCD as requested by the City. Provide professional input on CCCD concepts and assist with graphic support.
2. Assist the City in creating and developing concepts for plan components, based on input from the City Planner, City stakeholders and the public.
3. Assist the City in establishing measures for plan components, based on input from the City Planner, City stakeholders and the public.
4. Assist the City in the development of graphics to present concepts to stakeholder groups.
5. Attend up to twelve (12) project meetings in the Denver and Central City area, including (4) Planning Commission meetings and one (1) City Council meeting.
6. Present Comprehensive Plan concepts to stakeholder groups on behalf of the City.

Note that any combination of the above referenced tasks may be performed as required within the established budget and schedule. This may not necessarily result in a completed Comprehensive Plan.

Time Schedule:

The Fentress team is ready and able to continue to engage in this project immediately. We propose the schedule to run through September 30, 2014. This is based on the comprehensive Plan Timeline provided by the City. If our services are required to extend beyond that timeframe, we will re-evaluate the schedule and fees at that time.

Deliverables:

The process established by the City will determine the deliverables for this project. Our deliverables for this project could vary from verbal and written input to illustrative presentation graphics and ultimately compiled Comprehensive Plan documents. We will work with the City to maximize the efficiency of providing deliverables within the established budget and schedule.

Charges/Cost of Services:

Due to the unknown amount of effort that will be required to create the Comprehensive Plan, the City has requested that we provide our services on a time and materials basis with a not to exceed amount. The fee for these services will be billed at the hourly rates listed below.

Fentress Architects	
Labor	\$19,500
Reimbursables	\$500
Estimated Total Not to Exceed Fee	\$20,000

We will not exceed this fee without prior authorization

Hourly Labor Rates:

Principal (none anticipated)	\$200
Project Manager	\$140
Senior Associate	\$120
Project Architect	\$110
Intern Architect	\$60
Administrative	\$45-65

Mr. Robert Fejeran
City Planner / HPO
City of Central
March 25, 2014
Page 3

The above labor rates are subject to change annually.

The staff members that we currently anticipate working on this project include:

Jeff Olson – Principal-In-Charge
Alexander Thome – Project Manager
James Dee Rendon – Senior Associate
Scott Allen – Project Architect
Eddie Huang and Mihajlo Crnogorac – Intern Architects

Excluded Services:

The following tasks can be added, but are currently not included in our Scope of Services:

1. Engineering Design Services – The scope of services for this project does not include Engineering Design services.

Sincerely,

Fentress Architects



Alexander Thome AIA, CDT, LEED AP BD+C
Senior Associate

c: Dee Rendon, Fentress Architects
Anne McNeely, Fentress Architects
Jennifer Gee, Fentress Architects

DATE: March 27, 2014
TO: Mayor & Council
FROM: Shannon Flowers, Finance Director/Treasurer

- Began preparing for audit fieldwork
- Meetings with City Council and staff
- Corresponded with Insurance brokers regarding renewals
- Worked with PW/Water Superintendent on FEMA grant documentation
- Worked with Transatlantic Leasing on lease purchase documents for PW snow plow
- Updated check listing and cash flow report for Council packet
- Correspondence with developers and staff regarding current or potential projects
- Spoke with City Clerk and KOA rep regarding property near KOA
- Continued preparing preliminary 2013 year-end financial statements
- Completed January and February Bank Reconciliations
- Processed new hire paperwork for PW employees
- Continued work with Evergreen National Bank on Short Term Loan issuance
- Processed bi-weekly payroll and all associated tax and retirement filings
- Finance Clerk Processed Accounts Payable
- Finance Clerk processed Accounts Receivable and prepared weekly deposits
- Finance Clerk administered Court

City Clerk's Office

To: Mayor Engels, and City Council

From: Reba Bechtel, City Clerk

Date: April 1, 2014

Re: Bi-weekly Report

- Council minutes and packet prep.
- Assisted staff on FEMA flood claims with document search and follow-up.
- Liquor License renewal issued for Johnny Z's Casino
- Correction from my March 3 report, per the Municipal Code Sec. 6-6-50 (a) (1) Transfer of ownership of the existing license; may be decided by the City Clerk. Since the application to transfer the existing Retail Gaming Tavern license is very basic and in an existing location, I will submit the application for Charles Odiorne Gaming LLC to the State Liquor Enforcement Division once the gaming license is approved.
- Met with staff to review Special event applications.

To: Mayor Engels, and City Council
From: Shawn Griffith, Utilities Superintendent
Date: April 1, 2014
Re: Bi-weekly Report

- The Quartz Hill Project is slated to start effectively on April 1. The proposed finish date would be July 14. The Quartz Hill project will be crushing rock at approximately MP 6.5. Parkway traffic will be generally unimpeded. There is an updated schedule of events, restrictions and traffic plan available on the City Web site. If you have any questions, please let me know.
- The Water Case 10CW309 went to trial on March 19, 2014. I spoke to Dan Ault about the trial and any Council member may contact me if they wish further details.
- The informational flyer about the Clean-up day will be distributed in next month's water bill. It will also be posted at the Post Office and City Hall.
- FEMA allotted approximately 30,000 for the Nevada St Retaining Wall. In all we received about 160,000 in flood remediation/damage monies. We will be working throughout the next few months in issuing RFP's for the money FEMA distributed.
- Staff has followed up on the progress for the JVA parking lot concepts that JVA was directed to explore. This information will be ready for a work session by mid April.



Central City Clean-Up Day

Attention Residents

The City of Central is sponsoring a Spring City Clean-Up Day on Saturday, May 17, 2013 from 8 a.m. to 4 p.m.

Central City is also looking for volunteers to help clean up the Community, if you would like to volunteer please contact us.

Public Works will have dumpsters available at the Boodle Mill to drop off items. In addition, the City crew will be available to pick up large items, such as washers, dryers, tree limbs and yard debris if you are unable to bring items to the Boodle Mill.

A \$5 Minimum fee will be charged to all residents that request curbside pickup. A 3.00/cubic yard charge and the 5.00 minimum charge will be added to your water bill.

PROHIBITED ITEMS: Large quantities of recyclable materials, household trash, hazardous materials (such as: batteries, paint or oil products) tires, or refrigerators (with the compressors attached)

Public Works will **NOT** accept electronic waste.



An appointment for pick up is necessary if you require curbside pickup. Curbside pickup will be Monday (12th)-Friday (16th), 8:00-3:30 only. NO Saturday pickup. Residents are *strongly* encouraged to bring items to the Boodle Mill.

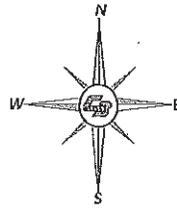
Deadline to request scheduled pickup is Friday May 16th, at 12:00 pm.

Call **720-413-0974** for an appointment during business hours 8-3.

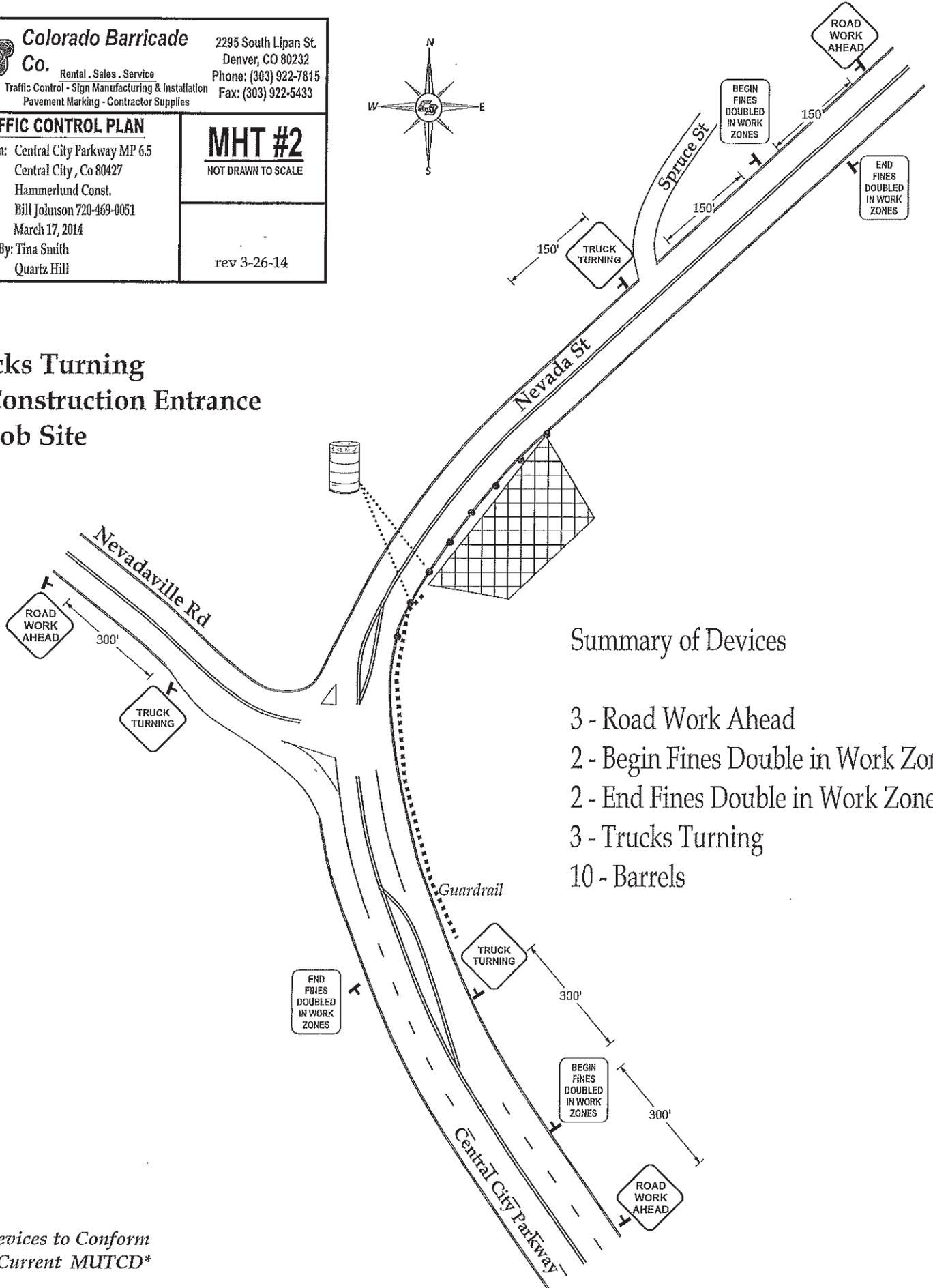
Hours of Operation/Conditions

- Hammerlund will be working 5 ten hour days Monday through Friday from 7:00am to 5:30 pm on the Quartz Hill construction site.
- The crushing operation would be Monday through Friday crushing rock.
- Hammerlund will have 2 water trucks on site being used for dust control. One truck will be at the rock crushing operation staged along Central City Parkway and 1 water truck on Quartz Hill construction site.
- The hours of operation for hauling the crushed material from crusher site to Quartz Hill construction site would be Monday through Thursday.
- There is no work that will be going on during any weekends Saturday or Sunday, and or any holidays that fall in our normal work week schedule.
- Hammerlund might need to stop traffic that would be heading north on Nevada Ave for a minute or less so that it would be safe for the employees to tie the 2 pieces of K rail together with a restraining rod. We plan that process would only take half a day and can be planned during a slow time of traffic.
- As exact dates and times become available we will update the website.

 Colorado Barricade Co. Rental . Sales . Service Traffic Control - Sign Manufacturing & Installation Pavement Marking - Contractor Supplies	2295 South Lipan St. Denver, CO 80232 Phone: (303) 922-7815 Fax: (303) 922-5433
	TRAFFIC CONTROL PLAN Location: Central City Parkway MP 6.5 City: Central City, Co 80427 For: Hammerlund Const. Bill Johnson 720-469-0051 Date: March 17, 2014 Drawn By: Tina Smith Job: Quartz Hill
MHT #2 NOT DRAWN TO SCALE	
rev 3-26-14	



Trucks Turning at Construction Entrance for Job Site



Summary of Devices

- 3 - Road Work Ahead
- 2 - Begin Fines Double in Work Zone
- 2 - End Fines Double in Work Zone
- 3 - Trucks Turning
- 10 - Barrels

All Devices to Conform to the Current MUTCD



Colorado Barricade

Co. Rental, Sales, Service

Traffic Control - Sign Manufacturing & Installation
Pavement Marking - Contractor Supplies

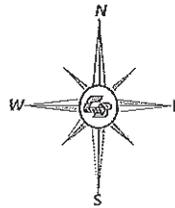
2295 South Lipan St.
Denver, CO 80232
Phone: (303) 922-7815
Fax: (303) 922-5433

TRAFFIC CONTROL PLAN

Location: Central City Parkway MP 6.5
City: Central City, Co 80427
For: Hammerlund Const.
Bill Johnson 720-469-0051
Date: March 26, 2014
Drawn By: Tina Smith
Job: Quartz Hill

MHT #3

NOT DRAWN TO SCALE



*Flagger to slow inbound traffic
During the placement of TY 7 Barrier*

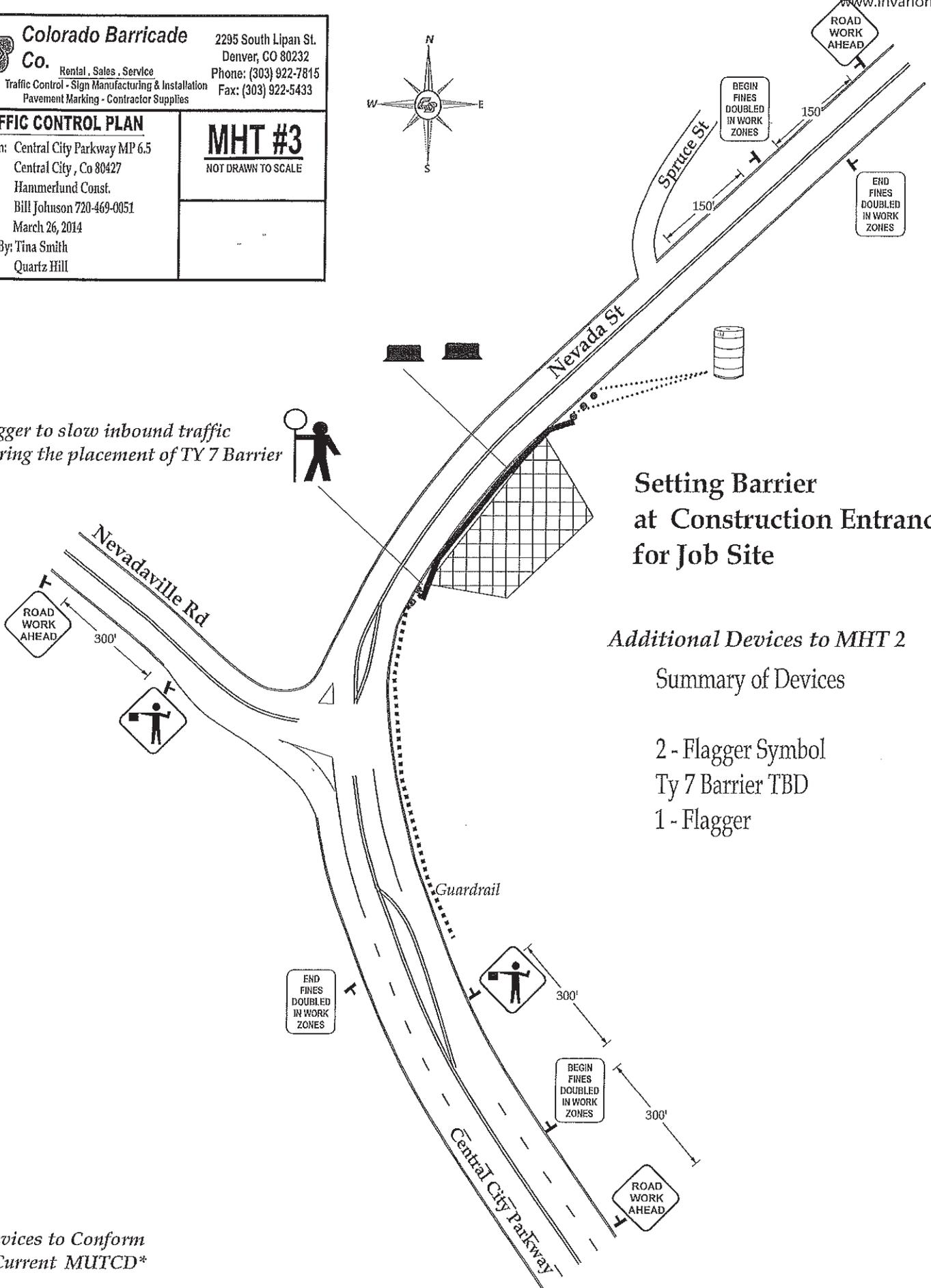


**Setting Barrier
at Construction Entrance
for Job Site**

Additional Devices to MHT 2

Summary of Devices

- 2 - Flagger Symbol
- Ty 7 Barrier TBD
- 1 - Flagger



**All Devices to Conform
to the Current MUTCD**



Colorado Barricade Co.

Rental . Sales . Service
Traffic Control - Sign Manufacturing & Installation
Pavement Marking - Contractor Supplies

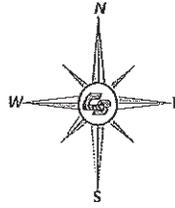
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TRAFFIC CONTROL PLAN

Location: Central City Parkway MP 6.5
City: Central City, Co 80427
For: Hammerlund Const.
Bill Johnson 720-469-0051
Date: March 26, 2014
Drawn By: Tina Smith
Job: Quartz Hill

MHT #3

NOT DRAWN TO SCALE



Flagger to slow inbound traffic
During the placement of TY 7 Barrier

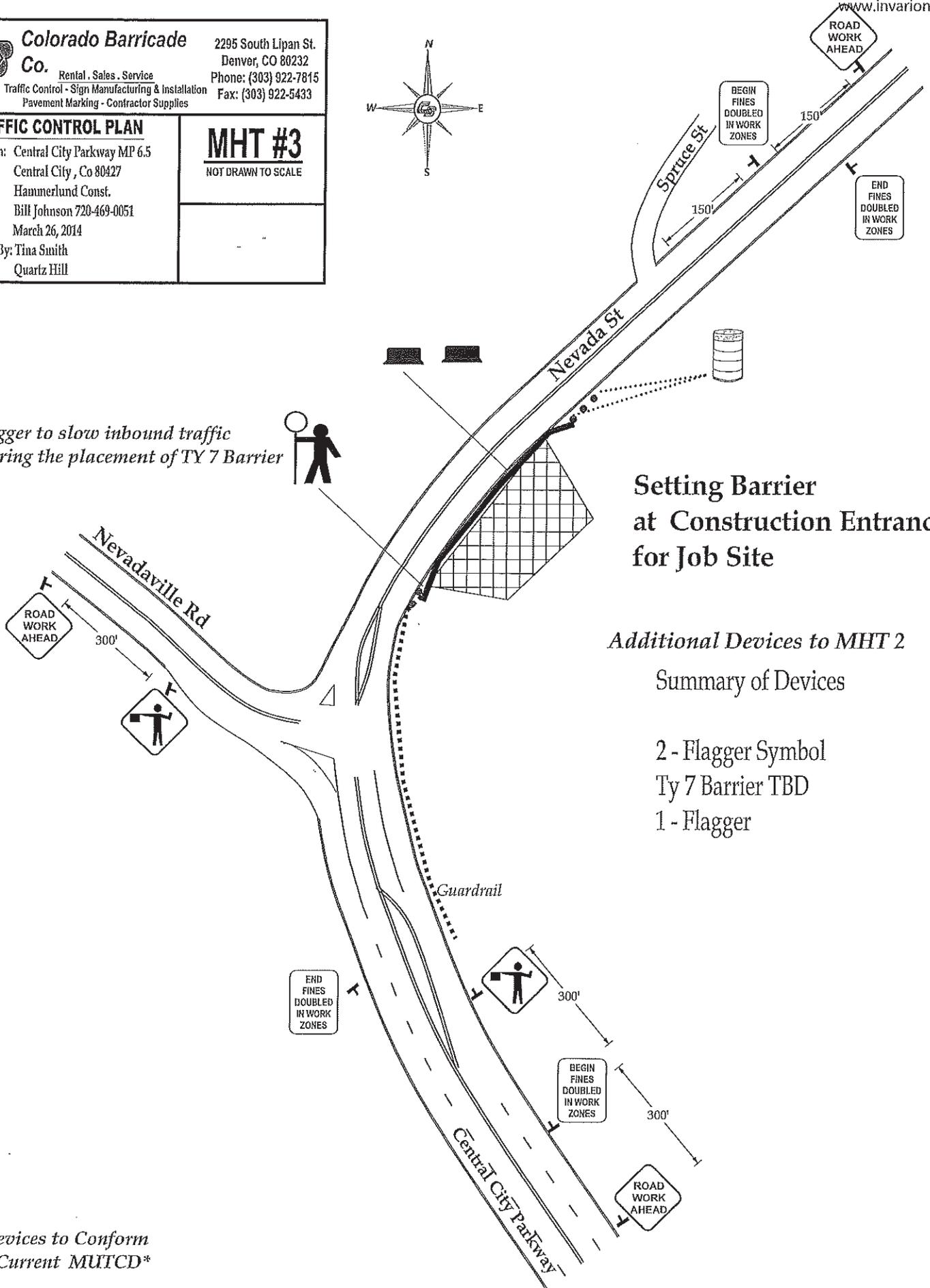


**Setting Barrier
at Construction Entrance
for Job Site**

Additional Devices to MHT 2
Summary of Devices

- 2 - Flagger Symbol
- Ty 7 Barrier TBD
- 1 - Flagger

**All Devices to Conform
to the Current MUTCD**



To: Mayor Engels, and City Council

From: Robert Fejeran, City Planner/HPO

Date: April 1, 2014

Re: Bi-weekly Report

Workplan Items in Progress

- **Baseline Services** –
 - ***Permitting:***
 - AT&T Wireless permit submitted
 - Gilpin Historical Society's Thomas House
 - ***Land Planning:***
 - PUD Pre-application—Iron Horse (design, traffic, infrastructure)
- **General Planning**
 - Comp Plan prep for Visioning Meeting (April 3rd @ 6pm)
- **Public Works / Infrastructure** –
 - AT&T facility: construction planned for March/April
 - FEMA assessment completed, Category A: damage debris removal (\$9k), Category B: protective measures (\$31k), Category C: Roads & bridges (\$132k)
- **Economic Dev/Grants** –
 - Engaging with Econ Dev Prof Dakin on funding/strategies
 - CLG Historic Survey Grant meeting (April)
 - Oversight of CEDA fundraising/sponsorships (cont.)
- **Information Technology** –
 - Switching new phone contract
 - Evaluating traffic count system
- **Project Management** –
 -