CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, June 4, 2019 @ 6:30 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.

6:30pm Council Meeting

1. Call to Order.

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

EXECUTIVE SESSION –
Pursuant to C.R.S. 24-6-402(4)(e) to instruct negotiators regarding potential donation of real property to City in accordance with Section 14.6 of the Home Rule Charter.

RECONVENE REGULAR SESSION – at 7:00pm

3. Pledge of Allegiance

4. Additions and/or Amendments to the Agenda.

5. Conflict of Interest.

6. Consent Agenda: The Consent Agenda contains items that can be decided without discussion. Any Council member may request removal of any item they do not want to consider without discussion or wish to vote no on, without jeopardizing the approval of other items on the consent agenda. Items removed will be placed under Action items in the order they appear on the agenda (this should be done prior to the motion to approve the consent agenda).

   Regular Bill lists through May 17; and
   City Council minutes: May 21, 2019

PUBLIC FORUM/AUDIENCE PARTICIPATION – (public comment on items on the agenda not including Public Hearing items): the City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the City Council. Your comments should be limited to three (3) minutes per speaker. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the City Manager for follow-up. Thank you.

ACTION ITEMS: NEW BUSINESS –

7. Main Street Commission Appointments – 3 positions open

8. Resolution No. 19-14: A resolution of the City Council of the City of Central, Colorado, supporting the City’s Great Outdoors Colorado (GOCO) Grant Application for the Central City Trails Master Plan and supporting the completion of said project conditioned upon award of the GOCO Grant. (Recess)
9. Resolution No. 19-15: A resolution of the City Council of the City of Central, Colorado awarding a BID for the Central City 2019 Slurry Seal Project (RFP PW-2019-2) and authorizing the City Manager to execute a construction contract with A-1 Chipseal Company. (Hoover)

**REPORTS** –

10. Staff updates

**COUNCIL COMMENTS** - limited to 3 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 July 2, 2019. (June 18th meeting cancelled)

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Posted 5/30/2019
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Please call Reba Bechtel, City Clerk at 303-582-5251 at least 48 hours prior to the Council meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting.
## Check Register - Council

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Grand Totals: 126,158.39
CALL TO ORDER
A regular meeting of the City Council for the City of Central was called to order by Mayor Fey at 7:00 p.m., in City Hall on May 21, 2019.

ROLL CALL
Present: Mayor Fey
Mayor pro tem Laratta
Alderman Aiken
Alderman Johnson
Alderman Hidahl

Absent: None

Staff Present: City Manager Miera
Attorney McAskin
City Clerk Bechtel
CDD Rears
Public Works Director Hoover
GCSO Division Chief Ihme

Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA
Manager Miera added an additional date to the request under item #9 to include both June 7 and 8.

CONFLICTS OF INTEREST
Mayor Fey stated his conflict for Agenda Item #9 and will recuse himself for this topic.

CONSENT AGENDA
Mayor pro tem Laratta moved to approve the consent agenda containing the regular bill lists through May 8 and the City Council minutes for the meeting on May 7, 2019. Alderman Johnson seconded. In discussion, staff clarified questions regarding the cost for repair of a Public Works truck. When Mayor Fey called the question, the motion carried unanimously.

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

SECOND READING AND PUBLIC HEARING
Ordinance No. 19-04: An ordinance of the City Council of the City of Central, Colorado, repealing Article IV of Chapter 5 of the City of Central Municipal Code in its entirety. Attorney McAskin reviewed the background as follows:
Ordinance No. 19-04 amends the Municipal Code repeal Article IV of Chapter 5 currently titled
“Electric Franchise” in its entirety. This proposed Ordinance is properly characterized as an administrative clean-up ordinance.

On March 5, 2006, City Council adopted Ordinance 96-3 on second reading, which granted an electric franchise to United Power, Inc. and its successors and assigns (“United”). The City’s franchise agreement with United established a term of ten (10) years, and the franchise expired on March 5, 2016. The franchise agreement is currently set forth in full in the Municipal Code, specifically in Article IV of Chapter 5 of the Code. City Staff and the codifier of the Municipal Code are requesting that Article IV of Chapter 5 of the Municipal Code be repealed in its entirety given that the City’s franchise with United has expired. Repeal of Article IV of Chapter 5 of the Code should eliminate any confusion as to whether United has a current franchise with Central City.

At 7:07 p.m., Mayor Fey opened the Public Hearing. Hearing no comment, at 7:08 p.m., Mayor Fey closed the Public Hearing.

Alderman Aiken moved to adopt Ordinance No. 19-04: An ordinance of the City Council of the City of Central, Colorado, repealing Article IV of Chapter 5 of the City of Central Municipal Code in its entirety. Mayor pro tem Laratta seconded. and without discussion, the motion carried unanimously.

Ordinance No. 19-05. An ordinance of the City Council of the City of Central, Colorado, amending certain provisions of Article VII and Article IX of Chapter 6 of the Municipal Code concerning Medical Marijuana Establishments and Retail Marijuana Stores; specifically, Sections 6-7-210 and 6-9-200 concerning hours of operation.

City Clerk Bechtel explained that this Ordinance amends the Municipal Code to expand the authorized hours of operation of medical marijuana establishments and retail marijuana stores in Central City to the hours of operation authorized by state law, specifically the hours of operation set forth in the Medical Marijuana Rules and Retail Marijuana Rules promulgated by the Colorado Department of Revenue, Marijuana Enforcement Division (1-CCR 212-1 (M 308) and 1-CCR 212-2 (R 308)). State law currently permits medical marijuana establishments and retail marijuana stores to operate between the hours of 8:00 a.m. and 12:00 a.m. (midnight), Mountain Time, Monday through Sunday. State law permits the City to further restrict these hours. The Municipal Code currently authorizes medical marijuana establishments and retail marijuana stores to operate between 10:00 a.m. and 10:00 p.m., Monday through Sunday. Adoption of the proposed Ordinance will authorize medical marijuana establishments and retail marijuana stores to be open for business an additional four (4) hours per day.

At 7:11 p.m., Mayor Fey opened the Public Hearing.

Geoffrey Gordon, resident of Black Hawk, asked for clarification of the current hours versus the proposed hours. Attorney McAskin responded that the hours are currently 10am – 10pm and proposed hours to match the State is 8am to 12am (midnight).

At 7:13 p.m., Mayor Fey closed the Public Hearing.
Alderman Aiken moved to adopt Ordinance No. 19-05 An ordinance of the City Council of the City of Central, Colorado, amending certain provisions of Article VII and Article IX of Chapter 6 of the Municipal Code concerning Medical Marijuana Establishments and Retail Marijuana Stores; specifically, Sections 6-7-210 and 6-9-200 concerning hours of operation. Mayor pro tem Laratta seconded, and without discussion, the motion carried unanimously.

ACTION ITEMS

Extension to 11pm for Jazz Event music at Teller Lot on June 7 & 8
Mayor Fey recused himself and left the Council Chambers.

Manager Miera explained that this event is in the planning stages and has requested a one-hour time extension from 10pm to 11pm on both June 7th and June 8th.

Mark Jerome, event organizer, explained that Central Presents is requesting an extension from 10pm to 11pm to allow the bands to play the additional hour. Mr. Jerome responded to other questions from Council regarding details of the event.

Alderman Aiken moved to approve the extension to 11pm for Jazz Event music at Teller Lot on June 7th and June 8th. Alderman Johnson seconded, and without discussion, the motion carried unanimously.

Mayor Fey returned to the Council Chambers and his seat at the dais.

Resolution No. 19-13: A resolution of the City Council of the City of Central, Colorado, approving Change Order No. 1 for the 2019 Stairway Project (Project No. PW-2019-1) and authorizing the City Manager or designee to execute the Change Order.

Public Works Hoover reviewed Resolution 19-13 which approves a change order for certain revised work associated with the City’s 2019 Stairway Project (Project No. PW-2019-1) and authorizes the City Manager or designee to execute the change order.

The City Council previously awarded the Project to RODNEY D. BURROWS & ASSOCIATES by approval of Resolution No. 19-12. That prior resolution authorized the City Manager to execute the construction contract with the Contractor in the not-to-exceed amount of $115,689.00. Based upon discussion at the May 7th regular City Council meeting, and as set forth in the prior resolution, the City directed the Contractor to work with Staff to modify the scope of work related to the Project, specifically substituting the Central Stairway Project for the West Stairway Project. Consistent with Council’s direction, Staff requested a quote from the Contractor for the revised work and the Contractor has submitted a change order for the revised work. The change order increases the NTE amount in the construction contract from $115,689.00 to $120,771.00, an increase of $5,082.00. The Central Stairway is 4 foot wide and the West Stairway was 3 foot wide so the cost increase is due to additional material cost.

Mayor pro tem Laratta moved to approve Resolution No. 19-13: A resolution of the City Council of the City of Central, Colorado, approving Change Order No. 1 for the 2019 Stairway Project (Project No. PW-2019-1) and authorizing the City Manager or designee to execute the Change Order. Alderman Johnson seconded, and without discussion, the motion carried unanimously.
REPORTS
CDD Rears reviewed the Belvidere floor plans which the Design Team has in process for construction drawings.

Public Works Director Hoover provided information: the upcoming Spring Street project with the expectation that there will always be one lane open to traffic with flaggers; mine shaft opened near 430 Lawrence and the State mine experts will be onsite tomorrow; street striping is done every year with some work done by contractors and some done by City crew once weather allows; and the City is working with Akerman Engineering for a Lighting Master Plan with an inventory of lighting in the City and on the Parkway.

City Manager Miera noted that staff will be replacing a PRV near the previous line break which will address water pressure issues in that area.

COUNCIL COMMENTS
Mayor pro tem Laratta thanked Public Works for the boulders and trash cans on Pine/Spruce.

Alderman Johnson reminding the public of the City Clean-up event on Friday 5/24.

Alderman Hidahl stated that the City needs to require absent owners to maintain their property.

PUBLIC FORUM/AUDIENCE PARTICIPATION
Mary Laffey, 221 W 4th High, requested recognition for retiring Postmaster Patti Sprague; renaming of County Road Street; and paving of County Road Street.

At 8:09 p.m., Mayor Fey adjourned the meeting.
The next Council meeting is scheduled for June 4, 2019 at 7:00 p.m.

Jeremy Fey, Mayor

Reba Bechtel, City Clerk
Reba Bechtel

From: Mike Keeler <28keeler@gmail.com>
Sent: Wednesday, May 1, 2019 10:15 AM
To: Reba Bechtel
Subject: Reapplying

Reba;

I plan on returning to MSCC, after my term expires in June 2019. Please submit this letter to reapply, and stay on the board. Thank you

Mike Keeler
Cell # 303-263-2811
28keeler@gmail.com
Dear Central City Council:
I wish to submit a letter of intent to continue to serve on the Main Street Central City Commission as my initial term expires on June 2019. As the main initiator of the Main Street Program for our City through Department of Local Affairs, Colorado Main Street Program and the National Trust, I have a sincere passion and dedication to continue. I served as President/Coordinator since its inception and wish to continue as a Board Member/Commissioner.

I have led/directed the successful 2nd Annual Gilpin Student Tour, completed May 2nd and co-chaired the 21rst Annual Tommyknocker Holiday events including the Community Pot Luck, Student Parade and Party and the Holiday Bazaar. Planned again for 2019.

The second Little Free Library is being prepared for 'planting' in front of St. James Church and book donations are coming from Ermel's Thrift Store. I have maintained the First Little Free Library in front of City Hall. We have connected with several City businesses and organizations in following our mission to: diversify and expand businesses and cultural opportunities while maintaining our historic integrity and value.

I have always appreciated the City's commitment for financial assistance and immediate support of the Main Street Central City Advisor, Lisa Roemhildt and other staff assistance.

I sincerely hope you will consider my reappointment.

Celebrate Life,

Barbara J. Thielemann
AGENDA ITEM # 8
CITY COUNCIL COMMUNICATION FORM

FROM: Ray Rears, Community Development Director

CC: Daniel Miera, City Manager

DATE: June 4, 2019

ITEM: Resolution No. 19-14 — Great Outdoors Colorado Planning Grant

NEXT STEP: Council Action on Acceptance

☐ ORDINANCE
☒ MOTION
☐ INFORMATION

I. REQUEST OR ISSUE:

Approve Resolution No. 19-14 supporting the application for a GOCO planning grant.

II. BACKGROUND INFORMATION:

The Central City Comprehensive Plan and Strategic Plan outline support and interest in outdoor recreational planning in the following sections:

- Comprehensive Plan:
  - Goal ED.1: Capitalize on heritage and cultural assets to attract visitors and enrich the visitor experience.
  - Goal ED.2: Make targeted investments in outdoor recreation assets that create a multi-season menu of recreation options.
  - Goal CSI.1: Expand outdoor recreation opportunities.

- Strategic Plan:
  - Strategic Directive 3: Infrastructure

On April 9th, 2019, Central City held a public forum on Open Space and Trail Planning efforts and received community support and interest for outdoor recreational planning. Community priority areas included 1) developing a trail network within the City including trails, stairways to the high streets, and improved directional signage and considering connections to trail networks outside of the city in a later phase, 2) connecting our downtown corridor to Chase Gulch Reservoir and the high streets, and 3) exploring other recreational opportunities. City Council held a work session May 7th,
2019 on Open Space and Trail Planning efforts further supporting and directing staff to move forward and pursue planning opportunities.

Great Outdoor Colorado offers planning grants for outdoor recreation master plans. These grants require a 25% match and supporting resolution from City Council. This particular planning grant has an estimated total project cost of $63,800 with Central City funds contributing $16,000 and an additional $3,000 in in-kind support for staff GIS services. The budget includes a site analysis, community engagement events, a preliminary trail plan, a master plan preparation, and direct expenses for mileage and printing.

III. **FISCAL IMPACTS:** None.

IV. **RECOMMENDED ACTION / NEXT STEP:**

Approve Resolution 19-14 supporting the GOCO planning grant application.

V. **LEGAL ISSUES:** None.

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

VII. **SUMMARY AND ALTERNATIVES:**

1. Move to approve Resolution No. 19-14 supporting the application for a GOCO planning grant.
2. Postpone GOCO planning grant application.

Attachments:

1. Resolution No. 19-14
2. May 7th, 2019 Work Session Memo
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 19-14


WHEREAS, on or about May 10, 2019 the City of Central ("City") solicited proposals for the Central City 2019 Slurry Seal Project (RFP No. PW-2019-2) (the "Project") in accordance with Colorado law by posting a request for proposals ("RFP") on the Rocky Mountain Bid Net System; and

WHEREAS, City Staff has evaluated the unit price bids received from the two (2) firms that submitted proposals by the applicable due date together with the specific criteria set forth in the RFP to determine the responsible and responsive bidder for the Project; and

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

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

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

WHEREAS, it is in the best interests of the City to award the bid for the Project to the Contractor in the not to exceed amount of One Hundred Forty-Six Thousand Six Hundred Twenty-Five and 63/100 Dollars ($146,625.63), based on the unit price(s) set forth in the Contractor’s bid; and

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, THAT:
Section 1. The City Council hereby: (a) awards the Project to the Contractor in the not to exceed amount of One Hundred Forty-Six Thousand Six Hundred Twenty-Five and 63/100 Dollars ($146,625.63); (b) authorizes the City Attorney to finalize and to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Construction Contract as may be appropriate that do not substantially increase the obligations of the City; and (c) authorizes the City Manager to execute the Construction Contract on behalf of the City.

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

ADOPTED THIS 4th DAY OF JUNE, 2019.

CITY OF CENTRAL, COLORADO

By: _________________________________
    Jeremy Fey, Mayor

ATTEST:

By: _________________________________
    Reba Bechtel, City Clerk

APPROVED TO FORM:

By: _________________________________
    Marcus McAskin, City Attorney
AGENDA ITEM # 9

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Helder and Members of City Council

FROM: Sam Hoover, Public Works Director

THROUGH: Marcus McAskin, City Attorney

DATE: May 30, 2019 (Meeting Date June 4, 2019)

ITEM: Resolution No. 19-15

_________ ORDINANCE
X MOTION / RESOLUTION
_________ INFORMATION

I. REQUEST OR ISSUE: Resolution 19-15 ("Resolution") awards a bid for the City's 2019 Parkway Slurry Seal Project (RFP PW-2019-02) (the "Project") to A-1 CHIPSEAL COMPANY, a Colorado corporation (the "Contractor") and authorizes the City Manager to finalize and execute the construction contract with the Contractor.

II. BACKGROUND: On or about May 10, 2019, the City solicited proposals for the Project in accordance with Colorado law by posting a request for proposals ("RFP") on the Rocky Mountain Bid Net System. A total of two (2) bids were received by the applicable due date. City Staff has reviewed and evaluated the unit price bids received from the two firms that submitted proposals to determine the responsible and responsive bidder for the Project. As authorized by the RFP, a reduction in the scope of work was negotiated following the selection of the lowest responsible and responsive bidder.
The work associated with the Project will involve the application of a slurry seal to 66,897 square yards of Phases 3 and 4 of the Central City Parkway, and related mobilization, traffic control, and pavement striping costs. **The Resolution awards the bid to the Contractor in the not to exceed sum of $146,625.63.** Slurry seal consist of a mixture of an approved emulsified asphalt, mineral aggregate, water, and other specified additives. The slurry seal will be mixec and uniformly spread over the Parkway in accordance with contract requirements.

I will be available to answer any Project-specific questions at the June 4th regular City Council meeting.

**III. RECOMMENDED ACTION / NEXT STEP:** Approve Resolution No. 19-15.

**IV. FISCAL IMPACTS:** Funds for the Project are appropriated in the City's 2019 budget, as adopted by City Council.

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

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

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

**PROPOSED MOTION:** "I MOVE TO APPROVE RESOLUTION NO. 19-15, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, AWARDING A BID FOR THE CENTRAL CITY 2015 SLURRY SEAL PROJECT (RFP 2019-02) AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH A-1 CHIPSEAL COMPANY."
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 19-15


WHEREAS, on or about May 10, 2019 the City of Central ("City") solicited proposals for the Central City 2019 Slurry Seal Project (RFP No. PW-2019-2) (the "Project") in accordance with Colorado law by posting a request for proposals ("RFP") on the Rocky Mountain Bid Net System; and

WHEREAS, City Staff has evaluated the unit price bids received from the two (2) firms that submitted proposals by the applicable due date together with the specific criteria set forth in the RFP to determine the responsible and responsive bidder for the Project; and

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

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

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

WHEREAS, it is in the best interests of the City to award the bid for the Project to the Contractor in the not to exceed amount of One Hundred Forty-Six Thousand Six Hundred Twenty-Five and 63/100 Dollars ($146,625.63), based on the unit price(s) set forth in the Contractor’s bid; and

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, THAT:
Section 1. The City Council hereby: (a) awards the Project to the Contractor in the not to exceed amount of One Hundred Forty-Six Thousand Six Hundred Twenty-Five and 63/100 Dollars ($146,625.63); (b) authorizes the City Attorney to finalize and to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Construction Contract as may be appropriate that do not substantially increase the obligations of the City; and (c) authorizes the City Manager to execute the Construction Contract on behalf of the City.

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

ADOPTED THIS 4th DAY OF JUNE, 2019.

CITY OF CENTRAL, COLORADO

By:______________________________
    Jeremy Fey, Mayor

ATTEST:

By:______________________________
    Reba Bechtel, City Clerk

APPROVED TO FORM:

By:______________________________
    Marcus McAskin, City Attorney
CONSTRUCTION CONTRACT
FOR THE FOLLOWING PROJECT:
CENTRAL CITY 2019 SLURRY SEAL PROJECT

This Construction Contract ("Contract"), effective this ___ day of _____________, 2019, is made and entered into by and between A-I CHIPSEAL COMPANY, a Colorado corporation, having a principal office address of 2505 E. 74th Avenue, Denver, Colorado 80229 ("Contractor"), and the CITY OF CENTRAL (hereinafter, "City" or "Owner"), a home-rule municipal corporation of the State of Colorado, having an address of 141 Nevada Street, P.O. Box 249, Central City, Colorado 80427 (collectively, the City and Contractor are referred to herein as the "Parties").

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

PART 1 – WORK; TIME

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

The Contractor shall furnish all labor, equipment, material, supplies, environmental protection, raised lane markers, signage, traffic control, no parking signs, primary and secondary sweeping, and other incidentals necessary to provide a slurry seal on the Central City Parkway. The Contractor shall furnish all labor, equipment, material, supplies, environmental protection, temporary lane markers, signage, traffic control, no parking signs, street cleaning and/or sweeping, and other incidentals necessary to provide a Slurry
Seal on the Central City Parkway. The Slurry Seal shall consist of a mixture of an approved emulsified asphalt, mineral aggregate, water, and specified additives, proportioned, mixed and uniformly spread over a properly prepared asphalt surface. The completed Slurry Seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant surface texture throughout its service life. This is to be a turn-key project that includes the final striping of the roadway with a CDOT spec waterborne or low VOC paint and reflective beads (the "Work"). The Work consists of the application of a Slurry Seal as described above to 1.92 miles/66,897 square yards of Phases 3 and 4 of the Central City Parkway (see as-builts).

1.02 The Contractor agrees to undertake the performance of the Work within ten (10) calendar days following the Notice to Proceed and agrees that the Work will be completed within thirty (30) calendar days of the date of the Notice to Proceed unless the contract time is extended by the City as provided in the Contract Documents.

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

PART 2 – CONTRACT PRICE AND PAYMENT

2.01 The City shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Form of Bid, not to exceed ONE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED TWENTY-FIVE AND 63/100 DOLLARS ($146,625.63).

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

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

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

2.05 The Parties and acknowledge and acknowledge that the City of Central is subject to Article X § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of the funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City of Central and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.
PART 3 – CONTRACTOR’S REPRESENTATIONS

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

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

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

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

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

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

3.03 Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as agents or employees of the City.
PART 4 - CONTRACT DOCUMENTS

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

Request for Proposals (RFP PW-2019-2) (including Scope of Work and Project Specifications)

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

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

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

PART 5 - PROJECT MANAGER

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

Name: Sam Hoover, Public Works Director
Address: City of Central, 141 Nevada Street
Telephone: 303-532-5251
Email: SHoover@cityofcentral.co

The Project Manager is authorized to represent and act as agent for the City with respect to City’s rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the City having such approval authority pursuant to the City’s Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the City Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the City.
PART 6 - ASSIGNMENT

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

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

PART 7 - GOVERNING LAW AND VENUE

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

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

PART 8 - LIQUIDATED DAMAGES

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

PART 9 - MODIFICATIONS

This Construction Contract shall be modified only by written Change Orders or Addenda agreed upon by the Parties hereto, duly issued in form approved by the City Attorney and in conformance with the other Contract Documents.
PART 10 - CONTINGENCY

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

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

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

PART 11 – IMMUNITY

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

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

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

CITY OF CENTRAL, COLORADO

By: ____________________________
Daniel Miera, City Manager
(Pursuant to Authority Set Forth in Resolution No. 19-14)

ATTEST: ____________________________
City Clerk

REVIEWED BY: ____________________________
For City Attorney’s Office
CONTRACTOR:

A-1 CHIPSEAL COMPANY, a Colorado corporation

By: ____________________________________________

Name: _________________________________

Title: _________________________________

STATE OF COLORADO     )
) ss.
COUNTY OF _____________

The foregoing Construction Contract was acknowledged before me this _____ day of _____________, 2019, by ______________________ as __________________ of A-1 CHIPSEAL COMPANY, a Colorado corporation.

Witness my hand and official seal.
My commission expires ____________________

______________________________
Notary Public
(Required for all contracts pursuant to C.R.S.
§ 8-40-202(2)(b)(IV))
PROPOSER'S CERTIFICATION

Note: return this page with your proposal.

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

( X ) the receipt of 0 addendums;

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

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

( X ) that the proposal is valid until 8/25/2019 (date).

A-1 Chipseal Co.                                               Authorized Signature
Company Name

2505 E. 74th Ave.                                               Stephanie Wallis
Mailing Address

Denver, CO 80229                                               Printed Name
City, State, Zip Code

84-12136817                                                     Corporate Secretary
Federal Employee ID Number (FEIN)

303-464-9267                                                   Phone Number
Title

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

dennism@asphaltrepair.com                                       Email Address
Attach Contractor Form of Bid  
(from RFP #PW-2019-2)

**Exhibit 1**  
**BID SCHEDULE**

**Bid/price proposal format:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Bid - for the application of slurry seal to 1.92 miles/66,897 square yards of Phases 3 and 4 of the Central City Parkway.</td>
<td>$133,125.03</td>
</tr>
<tr>
<td>Reference Central City Business Improvement District Highway Construction Plans of Proposed South Access Road (Central City Parkway As-Built)</td>
<td></td>
</tr>
<tr>
<td>Striping Cost</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>Striping Removal Cost (if needed)</td>
<td>$.60/SF</td>
</tr>
<tr>
<td>Mobilization/de-mobilization</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Proposed start date</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL:**  $146,625.63

*Total price written in words: One Hundred Forty Six Thousand, Six Hundred Twenty Five and 63/100 DOLLARS*

**Additional Chipseal if budget allows based off 2018:**

**Bid/price proposal format:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Bid - for the application of Chip Seal to .75 Miles/26,000 square yards</td>
<td>$82,160.00</td>
</tr>
<tr>
<td>Striping Cost</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>Striping Removal Cost (if needed)</td>
<td>$.60/SF</td>
</tr>
<tr>
<td>Mobilization/de-mobilization</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Proposed start date</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL:**  $99,160.60

*Total price written in words: Ninety Nine Thousand, One Hundred Sixty and 60/100 DOLLARS*
<table>
<thead>
<tr>
<th>Building</th>
<th>2017</th>
<th>39 permits</th>
<th>Value - $ 655,900</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2018</td>
<td>33 permits</td>
<td>Value - $1,008,099</td>
</tr>
<tr>
<td></td>
<td>2019</td>
<td>11 permits</td>
<td>Value - $ 204,696</td>
</tr>
<tr>
<td>ISO Current Rating:</td>
<td>4 SFR / 3 Commercial/Industrial – Prior rating: 9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning</td>
<td>Various Initial Development/Building Inquires addressed</td>
<td></td>
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<tr>
<td></td>
<td>Grant Application Progressing – Deadline June 27th</td>
<td></td>
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<tr>
<td></td>
<td>Recreational Economy for Rural Communities 2019 Grant – Tech Assistance</td>
<td></td>
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<tr>
<td></td>
<td>Chase Res.</td>
<td></td>
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<tr>
<td></td>
<td>Alternative Recreational Options will be investigated</td>
<td></td>
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<tr>
<td></td>
<td>Planning Commission</td>
<td></td>
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<td></td>
<td>Last meeting – May 1, 2019</td>
<td></td>
<td></td>
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<tr>
<td>Economic Development</td>
<td>Northwest Colorado Enterprise Zone – Promotion Continues</td>
<td></td>
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<td></td>
<td>HEAL Colorado</td>
<td></td>
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<td></td>
<td>Rapid Food Assessment – Report Completed – Support of County Farmer Market</td>
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<td></td>
<td>CU Denver</td>
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<tr>
<td></td>
<td>Grant Denied – Alternatives being pursued</td>
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<tr>
<td>Historic Preservation</td>
<td>Belvidere Theater</td>
<td></td>
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<tr>
<td></td>
<td>Owner Representative – Under Contract</td>
<td></td>
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<td></td>
<td>March 18, 2019 – public input received – Direction from council received – Plans underway</td>
<td></td>
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<tr>
<td></td>
<td>DOLA Mineral Impact Grant – Awarded – up to $179,350</td>
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<td></td>
<td>Form Works Design Group Selected</td>
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<tr>
<td>Historic Preservation Commission</td>
<td>Last Meeting – December 12</td>
<td></td>
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<tr>
<td></td>
<td>102 Main – Century – Stair replacement</td>
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<td></td>
<td>- Revised Design Guidelines</td>
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<tr>
<td>Code Enforcement</td>
<td>Respond to complaints made -</td>
<td></td>
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<tr>
<td></td>
<td>2017</td>
<td>33</td>
<td></td>
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<tr>
<td></td>
<td>2018</td>
<td>57</td>
<td></td>
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<tr>
<td></td>
<td>2019</td>
<td>17</td>
<td></td>
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<tr>
<td>Sidewalk Snow</td>
<td>Citations Issued YTD: 6 – A fines have been paid</td>
<td></td>
<td></td>
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<tr>
<td>Marketing/Events</td>
<td></td>
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<tr>
<td><strong>Billboard</strong></td>
<td></td>
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<tr>
<td>Arts – April 1/ May 30, Opera – May 31/ Aug. 6, Historical Society – Aug. 7/ Sept. 30</td>
<td></td>
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<tr>
<td>Central City App - Mobile Town Guide developed “Mobile Town Guide Central City” – Expires In 2019</td>
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<tr>
<td>Editing videos for commercial and digital media content – Continues through end of September 2019</td>
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<tr>
<td>2019 campaign begins June 3</td>
<td></td>
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<tr>
<td><strong>Direct City Marketing / Promotion</strong></td>
<td></td>
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<tr>
<td>New 2019 Rack Card</td>
<td>Printed and placed in various locations</td>
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<tr>
<td>2019 Media Buy</td>
<td>Channel 7</td>
<td></td>
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<tr>
<td></td>
<td>iHeart Radio – KOA/ Rockies, Broncos Spons.</td>
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<tr>
<td></td>
<td>Digital, broadcast and e-blasts</td>
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<tr>
<td></td>
<td>Radio, e-blasts and digital</td>
<td></td>
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<tr>
<td></td>
<td>Focus on Ads running from May – Sep.</td>
<td></td>
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<tr>
<td><strong>2019 Events</strong></td>
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<tr>
<td>Finalizing various dates</td>
<td>Waiting for direction as to future approval process</td>
<td></td>
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<tr>
<td></td>
<td>Currently have two applicants for new events</td>
<td></td>
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<tr>
<td><strong>Marketing Plan</strong></td>
<td></td>
<td></td>
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<tr>
<td>Created for 2019+</td>
<td>Focus on diversifying – In process of creating</td>
<td></td>
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<tr>
<td><strong>CTO Marketing Grant</strong> – Opens July 1, Closes August 16</td>
<td></td>
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<tr>
<td><strong>Audio Visual / Website / Information Technology</strong></td>
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<tr>
<td>Website/Social Media – Currently revising the web page</td>
<td></td>
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<tr>
<td></td>
<td>Administration, promotion and monitoring continues</td>
<td></td>
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<tr>
<td><strong>Livestreaming of City Council Meetings</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Staff</th>
</tr>
</thead>
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<tr>
<td>Managing Consultants</td>
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<tr>
<td>Training at UC Denver</td>
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<td>UC Denver Intern</td>
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<tr>
<td>Historic Preservation &amp; Code Enforcement Officer – Offer made – Tentative start date of June 3, 2013</td>
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INTEROFFICE MEMORANDUM

TO: Mayor Fey, City Council, and City Manager
FROM: Sam Hoover, Public Works Director
SUBJECT: Council Update: Bi-weekly Report
DATE: May 30, 2019

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

- Placed the U.S. Flag and flower baskets on Main Street
- Provided support for the City Cleanup
- Performed snow removal
- Performed street sweeping
- Hosted a re-construction meeting for the Spring Street Project with Xcel and the city’s contractor
  - Avery Construction will begin on the north end of the Spring Street setting new drop inlets and reconfiguring the sidewalk June 3rd
  - Xcel is scheduled to start the primary wire trenching June 24th