CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, June 7, 2016 @ 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	Kathy Heider
Council members	Shirley Voorhies
	Judy Laratta
	Jeff Aiken

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 24, 2016

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

ACTION ITEMS: NEW BUSINESS –

7. Resolution No. 16-15: A Resolution of the City Council of the City of Central, Colorado Approving a Professional Services Agreement with RPI Consulting LLC for Project No. 2016-CD-01 (Comprehensive Plan, Land Use Code and Design Guidelines Update) – (Rears)

8. Resolution No. 16-16: A Resolution of the City Council of the City of Central, Colorado Memorializing the Acquisition of Lot 8, Gold Mountain Village Final Plat by the City. (Rears)

REPORTS –

9. Leavitt Street – Resolution No. 16-14 (tabled on 5/17/16). City staff, the CCBID, and other stakeholders continue to work on a bus parking solution prior to reintroducing Resolution No. 16-14, which may take place at the Regular Council Meeting of July 5, 2016.

10. Gregory Street Road Improvements – Staff is recommending that all funds ($50,000) appropriated within line-item number 30-421-1005 "Roadway Improvements," within the Capital Improvement Fund of the FY16 Budget be used to make improvements to Gregory Street (east from Main Street, down Gregory Street as far as the funds will accomplish). Unless alternate direction is provided by Council, staff will proceed accordingly.

11. Central City Opera Welcome Event ("Opera Picnic") – Monday, June 27th from 5pm-9pm, the City will host a welcome event on Main Street for the Opera with food, beverages, and entertainment.

12. June 21, 2016 Regular City Council Meeting CANCELLED (a quorum of the City Council will be in attendance at the Annual Colorado Municipal League Conference).

13. Joint City Council / County Commission Work Session – Scheduled for Tuesday, July 19, 2016 at 6:30p.m. in the City Council Chambers to discuss the Belvidere Theatre, and other items of mutual interest.

14. Staff Updates –

COUNCIL COMMENTS - limited to 5 minutes each member.

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

EXECUTIVE SESSION –
Pursuant to C.R.S. Section 24-6-402(4)(e) for the purposes of developing strategies relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding property located on Nevada Street in Central City.

ADJOURN. Next Council meeting July 5, 2016.

Posted 6/3/2016

Agenda Item Commentary

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 Issue Date	Check Number	Payee	Description	Amount
05/23/2016	131287	AIA Services, LLC	Colorado Logo T-shirts	783.11
05/23/2016	131288	AIRGAS USA LLC	Gas for Welding	105.59
05/23/2016	131289	AIR-O-PURE PORTABLES	Chase Res. Portable	105.00
05/23/2016	131290	AV-TECH ELECTRONICS INC.	Firecom Base Station	538.05
05/23/2016	131291	CANYON GLASS & GUTTERS INC	Windshields	689.67
05/23/2016	131292	CC Volunteer Firefighters Foundation	Start up costs for Foundation	22,000.00
05/23/2016	131293	CIRSA	James Fahrni	160.56
05/23/2016	131294	CITY OF BLACK HAWK	Shared Bus Service May 2016	22,216.67
05/23/2016	131295	CODY ALLEN	Reimburse EMT Application fee	70.00
05/23/2016	131296	COLORADO FIREFIGHTER HEART AND	CFH Trust - 1 FT Firefighter	175.00
05/23/2016	131297	Colorado Weed Management Assoc.	Training	90.00
05/23/2016	131298	DAVID FORSYTH	Historic Preservation Commission	50.00
05/23/2016	131299	DE LAGE LANDEN	Printer Lease for Savin	521.69
05/23/2016	131300	DEBORAH WRAY	Historic Preservation Commission	50.00
05/23/2016	131301	Deere & Ault Consultants, Inc.	Chase Gulch Toe Drain Repair	15,815.46
05/23/2016	131302	DEERE CREDIT INC	Loader Lease	2,766.86
05/23/2016	131303	DPC Industries, Inc.	Chlorine	356.25
05/23/2016	131304	EMERGENCY REPORTING	Fire Reporting	165.00
05/23/2016	131305	GILPIN AMBULANCE AUTHORITY	Ambulance Subsidy Contribution	24,297.96
05/23/2016	131306	GRIFFITH INC	Consulting Water & PW	1,218.75
05/23/2016	131307	J AND S CONTRACTORS SUPPLY CO.	Signs Busses & Deliveries	110.08
05/23/2016	131308	MARGARET GRANT	Historic Preservation Commission	50.00
05/23/2016	131309	MARY WADHAM	Historic Preservation Commission	50.00
05/23/2016	131310	MES ROCKY MOUNTAINS	Spectacle Kit Assy	53.67
05/23/2016	131311	MOUNTAIN TOOL AND FEED	Back rests & harnesses	175.27
05/23/2016	131312	O.J. WATSON COMPANY INC.	LED amber light	396.49
05/23/2016	131313	PEAK PERFORMANCE IMAGING	Metered Billing for Printer - PD	710.40
05/23/2016	131314	PIRTEK NORTH VALLEY	Hydrolic Hose & fittings	117.65
05/23/2016	131315	POWER EQUIPMENT COMPANY	Grader Rental	8,350.00
05/23/2016	131316	PR DIAMOND PRODUCTS INC	Multi purpose Blade	178.00
05/24/2016	131317	PUBLIC SERVICE COMPANY OF COLORADO	Area Light Demo	.00
05/23/2016	131318	RICHARD WILLETT	Historic Preservation Commission	50.00
05/23/2016	131319	ROI FIRE & BALLISTICS	Helmets & Boots	858.00
05/23/2016	131320	RUSS THOMAS	DOT Physical	30.00
05/23/2016	131321	SGS Accutest Inc.	State forms & Misc. tests	528.50
05/23/2016	131322	SPRINT	Long Distance	22.99
05/23/2016	131323	UTILITY NOTIFICATION CENTER	RTL Transmissions	40.04
05/23/2016	131324	WESTERN PAPER DISTRIBUTORS	Building Maintenance Supplies	278.55
05/24/2016	131325	PUBLIC SERVICE COMPANY OF COLORADO	Remove power & pole at Big T lot	181.00
05/24/2016	131326	PUBLIC SERVICE COMPANY OF COLORADO	Area Light Demo	2,619.67
Grand Totals:				106,975.93

AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

FROM: Ray W. Rears, Community Development Director

CC: Daniel Miera, City Manager

DATE: June 7, 2016

ITEM: Resolution No. 16-15 -- Central City Comprehensive Development Plan – DOLA Energy & Mineral Impact Assistance Fund Grant – Professional Services Agreement with RPI Consulting LLC (Consultant)

NEXT STEP: Council Action on Consultant Professional Services Agreement

_____ORDINANCE
__X__MOTION
_____INFORMATION

I. REQUEST OR ISSUE:

Move to authorize the Mayor to execute a professional services agreement ("Agreement") with RPI Consulting LLC (the "Consultant") to authorize the Consultant to provide certain services to the City relating to updating the City's Comprehensive Plan, Land Use Code and Design Guidelines, as those services are more particularly described in the request for proposals for Project No. 2016-CD-01 dated March 14, 2016 (the "RFP").

A copy of the Agreement is attached to Resolution 16-15 as **Exhibit 1**.

II. BACKGROUND INFORMATION:

The City was awarded a grant from the State of Colorado Department of Local Affairs (DOLA) through the Energy and Mineral Impact Assistance Fund to update the Comprehensive Plan and Land Use Code (the "State Grant"). The total award for the State Grant was $100,000, with an additional $100,000 originating from City funds matched 1:1.

Following the award of the State Grant, Staff: (a) prepared the RFP soliciting proposals from qualified consulting firms to perform the services described in the RFP; (b) conducted panel interviews of three firms with a member of the Planning Commission a member of the Historic Preservation Commission; and (c) checked references of the consulting firms.

Staff expects work to start on this project right away with a joint work session with Council, Planning Commission and the Historic Preservation Commission to establish the City's overall goals and vision for the Project which will guide us and the Consultant through this process.

III. FISCAL IMPACTS:

The not-to-exceed amount established in the Agreement is $180,000, below the maximum cap for this project of $200,000. City funds of up to $100,000 have already been budgeted to this project in the 2016 budget, though only $90,000 of that amount (half of the overall cost and the City's portion) would be utilized for this purpose leaving a budgeted surplus of $10,000. Increased payments to Planning Commission and Historic Preservation Commission members for participation during work sessions is expected and proposed in the 2016 budget as well.

IV. RECOMMENDED ACTION / NEXT STEP:

The City is receiving a great financial benefit with half the project cost paid for by the State Grant as well as contracting for more than the State expected (Comprehensive Plan and Land Use Code) to also include an update to the City's subdivision regulations (Chapter 17 of the Municipal Code), the Design Guidelines, and an update to the City's Three-Mile Plan. As set forth in the RFP, it is anticipated that the new Comprehensive Plan will have a strong focus on an Economic Development/Downtown development plan for the City.

It is staff's intention to work closely with the Consultant and the Consultant's team for this important task and that the Council, Planning Commission, Historic Preservation Commission, business community and public will be fully informed of all relevant opportunities for input into the planning process and will be encouraged to participate throughout this process. Several special meetings with the Planning Commission and Historic Preservation Commission are expected.

The comprehensive plan needs to be updated to guide redevelopment, meet community growth needs and revitalize the business core. This plan is the overall planning policy document for the City and is the basis for the City's capital improvement plan which is required to address major issues including preservation of historic areas, repair of critical infrastructure, planning for both residential and commercial growth, while integrating various (previously prepared) plans/studies (e.g. transportation, parks, impact, parking etc.) into one overall plan addressing all the land use needs of the City. Staff alone would be unable to update both plans in the relatively short time required as part of this grant and as desired by the City.

V. LEGAL ISSUES: None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None.

VII. SUMMARY AND ALTERNATIVES:

1. Move to approve Resolution 16-15, authorizing the Mayor to execute the Agreement on behalf of the City.
2. Table for further discussion and negotiation.
3. Decline to approve the Resolution.

CITY OF CENTRAL, COLORADO
RESOLUTION NO. 16-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RPI CONSULTING LLC FOR PROJECT NO. 2016-CD-01 (COMPREHENSIVE PLAN, LAND USE CODE AND DESIGN GUIDELINES UPDATE)

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 issued a request for proposals for Project No. 2016-CD-01 dated March 14, 2016 ("RFP") soliciting written sealed proposal from qualified firms to update the City's Comprehensive Plan, Land Use Code & Design Guidelines on the timeline generally set forth in the RFP; and

WHEREAS, RPI CONSULTING LLC (the "Consultant") submitted a proposal to the City, in which it represents it has the skill, ability, and expertise to perform the services described in the RFP; and

WHEREAS, the City desires to engage the Consultant to provide the services described in the RFP in accordance with the terms and conditions set forth in the Professional Services Agreement by and between the City and the Consultant (the "Agreement"), a copy of which is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference; and

WHEREAS, the Agreement establishes a not to exceed (NTE) fee of One Hundred and Eighty Thousand Dollars ($180,000.00).

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

Section 1. The City Council hereby approves the Agreement attached to this Resolution in substantially the form attached as **Exhibit 1**, authorizes the Mayor and City Manager, in consultation with the City Attorney, to make such changes as may be needed to correct any nonmaterial errors or language that do not increase the financial obligations of the City, and authorizes the Mayor to execute the Agreement behalf of the City.

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

ADOPTED THIS 7th DAY OF JUNE, 2016.

CITY OF CENTRAL, COLORADO

By:_____
Ronald E. Engels, Mayor

ATTEST:

By:_____
Reba Bechtel, City Clerk

APPROVED TO FORM:

By:_____
Marcus McAskin, City Attorney

EXHIBIT 1
PROFESSIONAL SERVICES AGREEMENT
RPI CONSULTING LLC

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CENTRAL AND RPI CONSULTING LLC

Project 2016-CD-01
(Comprehensive Plan Update, Land Use Code and Design Guidelines)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of June, 2016 ("Effective Date"), by and between the **CITY OF CENTRAL**, a home rule municipality of the State of Colorado, 141 Nevada Street, P.O. Box 249, Central City, CO 80427 (the "City"), and **RPI CONSULTING LLC**, a Colorado limited liability company, 1911 Main Avenue, Suite 224, Durango, CO 81301 (the "Consultant"). The City and the Consultant may be collectively referred to as the "Parties" and each individually as "Party".

RECITALS AND REPRESENTATIONS:

WHEREAS, the City issued a request for proposals for project no. 2016-CD-01 dated March 14, 2016 ("RFP") soliciting written sealed proposal from qualified firms to update the City's Comprehensive Plan, Land Use Code & Design Guidelines on the timeline generally set forth in the RFP; and

WHEREAS, the Consultant submitted a proposal to the City, in which it represents it has the skill, ability, and expertise to perform the services described in the City's RFP; and

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

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

1. **LINE OF AUTHORITY:** The City's Community Development Director (the "City Authorized Representative"), is designated as the City Authorized Representative for the purpose of administering, coordinating, and approving the work and services performed by the Consultant under this Agreement. For purposes of this Agreement, the Consultant's designated representative is Gabe Preston (the "Consultant Authorized Representative").

2. **SCOPE OF SERVICES:** Consultant shall perform all services described in the Consultant's scope of work and budget proposal and the scope of work set forth in the RFP, which are attached to this Agreement as **Exhibit A** (collectively, the "Services" or "Scope of Services")

in the time frames for each phase of work as specific task(s) set forth in **Exhibit A** diligently and professionally and in a manner satisfactory to the City Authorized Representative. Specifically, Consultant agrees to the following minimum public outreach and attendance at public meetings / public hearings:

- Preparation of community survey materials that can be reproduced, completed, and returned to the Consultant and the City Authorized Representative providing input from public individuals and active community and neighborhood groups (to be available in both paper and digital formats to ensure widespread distribution).

- General Workshops / Open Houses with Planning Commission (minimum of one session).

- Informal public meetings and vision session with City Staff and other City departments/organizations and/or Planning Commission or Historic Preservation Commission (minimum of eight meetings).

- Historic Preservation Commission Public Hearing (up to two meetings).

- Planning Commission Public Hearing (up to two meetings).

- City Council Public Hearings (up to two meetings).

The City may, from time to time, request changes to the Scope of Services to be performed hereunder. If agreed to by both Parties, Consultant will, within a reasonable time period, provide to the City in writing a price and modification to services for the proposed addition to Services. Such changes, including any increase or decrease in the amount of the Consultant's compensation, when mutually agreed upon between the City and Consultant, shall become an amendment to and part of this Agreement, provided any such change is in writing and signed by the City Authorized Representative and by the Consultant Authorized Representative. Unless otherwise stated in the written amendment, Consultant will invoice the City on the next billing cycle after completion of the addition to Services or if the change involves an ongoing new addition to the Services, Consultant will include the associated adjustment to the monthly compensation amount.

Whenever the terms of the Scope of Services conflict with this Agreement, the provisions of this Agreement shall expressly control.

3. COMPENSATION FOR SERVICES: In consideration for the provision of Services described in **Exhibit A**, the City agrees to compensate the Consultant a NOT TO EXCEED amount of **One Hundred Eighty Thousand Dollars ($180,000.00)**, in accordance with the following payment methodology:

(a) The Consultant shall submit invoices to the City in accordance with the terms of this Agreement. Invoices (prepared on a time & materials basis or percentage of completion of task basis) will be prepared and presented to the City on a regular basis, but no more frequently than every thirty (30) days. All Consultant invoices presented to the

City shall include all time billed by Consultant and the Consultant's approved subcontractors: Fairfield and Woods, P.C. and DHM Design Corporation (together the "Approved Subcontractors"). At no time shall the Approved Subcontractors bill or invoice the City directly. The Consultant's invoices submitted to the City shall clearly identify the specific PHASE#, TASK#, name of individual(s) completing the task(s), and the hourly rate associated with each individual at the hourly rates specifically identified in **Exhibit A**. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing the services hereunder.

(b) Consultant's invoices shall be in a format acceptable to the City Authorized Representative, conforming with Section 3(a) above, shall be supported by information in such detail as may be required by the City and shall be sufficient to substantiate that the Consultant has performed the Services described in **Exhibit A**. All Consultant invoices shall be reviewed and approved by the City Authorized Representative prior to being submitted to the City Finance Director for processing and payment. The City may withhold payment for work which is not completed as scheduled, or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination by the Consultant.

4. TERM: It is mutually agreed by the Parties that the term of this Agreement shall commence as of the Effective Date and terminate on July 30, 2017, unless earlier terminated by the terms of this Agreement. Currently, it is anticipated that all three Phases of the Services will be completed on or before March 30, 2017 ("Services Completion Date"), including the following:

Phase 1: Comprehensive Plan

Phase 2: Zoning and Subdivision Code Update

Phase 3: Design Guidelines Update

A conceptual schedule of the Services is set forth on page 6 of **Exhibit A**. As noted therein, the Consultant shall finalize the project schedule with the City Authorized Representative during Phase 1, Task 1 (Project Kickoff). Once the project schedule has been finalized, the Consultant Authorized Representative and the City Authorized Representative shall reduce the same to writing, shall both sign the final project schedule, and the same shall be attached to this Agreement as **Exhibit B**.

The Parties acknowledge that the Services Completion Date may be altered due to lack of a quorum for the Planning Commission, Historic Preservation Commission, or City Council, or other scheduling reasons. This Agreement may be extended beyond the July 30, 2017 termination date by mutual written agreement of the parties. This Agreement and any subsequent extension shall be contingent upon funding being appropriated, budgeted and otherwise made available for such purposes and subject to the City's reasonable satisfaction with all services received during the preceding term.

5. CONFLICT OF INTEREST: The Consultant agrees that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the Services described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the City. A conflict of interest shall include transactions, activities or

conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City.

6. **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 Consultant. 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, subcontractors, sub-consultants, 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.

7. **INDEMNIFICATION:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever. Consultant expressly agrees to indemnify and hold harmless the City, and any of its council members, board members, commissioners, officials, officers, agents, contractors, attorneys, or employees from any and all damages, liability, expenses, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any third-party, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any intentional, reckless, negligent or tortious conduct, error, omission, or act of commission by Consultant or any of its employees, agents, or others acting on Consultant's behalf in performance of the Services. Nothing in this Agreement shall be construed as constituting a covenant, promise, or agreement by the Consultant to indemnify or hold the City, its elected officials, board members, commissioners, officials, officers, agents, contractors, attorneys, or employees harmless for any negligence solely attributable to the City, its elected officials, boards, commissions, officials, officers, agents, contractors, attorneys, or employees. The Consultant's obligation to indemnify pursuant to this Section shall survive the completion of the Services and shall survive the termination of this Agreement

8. **INSURANCE:** During the term of this Agreement, the Consultant shall obtain and shall continuously maintain, at the Consultant's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

☐ 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 or Business Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000.00) each occurrence and One Million Dollars ($1,000,000.00) aggregate. 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 ($1,000,000.00) each occurrence, combined single limit, 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 ($1,000,000.00) 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.

(a) Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this Section 8 and its subsections, insurance shall conform to all of the following:

(1) 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.

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

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

(4) For Required Insurance, every policy of insurance shall provide that the City will receive notice no less than forty-five (45) days prior to any cancellation, termination, or a material change in such policy or in the alternative, the Consultant shall provide such notice as soon as reasonably practicable and in no event less than forty-five (45) days prior to any cancellation, termination, or a material change in such policy.

(5) For Required Insurance, every policy of insurance shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the City or the State of Colorado, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

(b) Failure to Obtain or Maintain Insurance. The Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section 8 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.

(c) Insurance Certificates. Prior to commencement of the Services, the Consultant shall submit to the City certificates of insurance for all Required Insurance. Certificates of insurance for the General Liability and Automobile Liability Insurance Policies shall name both the City and the State of Colorado as additional insured. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 8 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.

9. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City, its elected officials, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time, or otherwise available to the City.

10. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, either in whole or in part without the prior written approval of the City. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the City Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Consultant hereunder.

11. CITY REVIEW OF RECORDS: The Consultant agrees that, upon a reasonable request of the City Authorized Representative, at any time during the term of this Agreement or three (3) years thereafter, will make available for inspection and audit upon request by the City Authorized Representative, those books and records of the Consultant's Services performed under this Agreement. Nothing construed herein shall be construed as a requirement that Consultant shall provide its financial records determined to be proprietary by the Consultant. The Consultant shall maintain such records until the expiration of the three (3) years following the end of the term of this Agreement.

12. OWNERSHIP OF DOCUMENTS: Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become property of the City 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.

13. TERMINATION: The City shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports which are considered to be documents subject to the Colorado Open Records Act shall become the City's property. The Consultant shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant. The Consultant's indemnification obligations hereunder shall survive termination of this Agreement.

14. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

To the City:	City Manager of the City of Central 141 Nevada Street P.O. Box 249 Central City, CO 80427
With a copy to:	Michow Cox & McAskin LLP City Attorney for Central City 6530 S. Yosemite Street, Suite 200 Greenwood Village, CO 80111
To the Consultant:	RPI Consulting LLC Gabe Preston, Principal 1911 Main Avenue, Suite 224 Durango, CO 81301

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the City Authorized Representative and the Consultant Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) working days after the date of mailing, whichever is earlier. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

15. NONDISCRIMINATION: In connection with the performance of Services under this Agreement, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

16. 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 that it has verified, or attempted to verify, through participation in the basic pilot program that the Consultant does not employ any illegal aliens. If the Consultant is not accepted into the basic pilot program, the Consultant shall apply to participate in the basic pilot program every three (3) months until the Consultant is accepted, or this Agreement had been completed, whichever is earlier. The Consultant is prohibited from using the basic pilot 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 (3) 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.

17. GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Gilpin, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

18. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the Services performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the City and shall commit no trespass on any public or private property in the performance of any of the Services identified in this Agreement.

19. SEVERABLITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected, provided that the remaining provisions without the invalidated provisions are consistent with the Parties' intent. Should either party fail to enforce a specific term of this Agreement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

20. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

21. HEADINGS; RECITALS: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

22. ENTIRE AGREEMENT: The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any elected official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the City Authorized Representative and/or the Consultant Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Agreement.

23. **FORCE MAJEURE:** Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical or impossible, or unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, acts of God, civil unrest, failure of a third party to cooperate in providing services other than Consultant's subcontractors, or other occurrences beyond the reasonable control of the party invoking this Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within five (5) business days after its occurrence or discovery of its occurrence, and shall take reasonable measures to litigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Consultant, such items shall be handled in accordance with Sections 2 and 3 of this Agreement.

24. **INCORPORATION OF EXHIBITS:** All exhibits referenced in this Agreement and attached hereto shall be incorporated into this Agreement for all purposes.

25. **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 fiscal year ending December 31, 2016 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.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

CONSULTANT: RPI CONSULTING LLC, a Colorado limited liability company

BY: _____
Gabe Preston, Principal

DATE: _____, 2016

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The above Professional Services Agreement was acknowledged before me this __ day of _____, 2016 by Gabe Preston as the Managing Member/Principal of RPI CONSULTING LLC, a Colorado limited liability company. Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

CITY OF CENTRAL, a home rule municipality of the State of Colorado

BY: _____
Ronald Engels, Mayor, authorized pursuant to
Resolution No. 2016-___

DATE: _____, 2016

ATTEST:

_____
Reba Bechtel, City Clerk

DATE: _____, 2016

APPROVED AS TO LEGAL FORM:

_____
Marcus McAskin, City Attorney

DATE: _____, 2016

EXHIBIT A

SCOPE OF SERVICES

CITY OF CENTRAL

Project 2016-CD-01
(Comprehensive Plan Update, Land Use Code and Design Guidelines)

SCOPE OF WORK

A. Consultant Role:

Project Management
The consultant will be responsible for facilitation, coordination, technical and project management services for the duration of the Comprehensive Plan update project. The updated plan content at a minimum shall be the materials outlined within this RFP.

Public Participation
The consultant will be responsible for designing a public participation strategy and executing the process. This can be achieved through coordination with City staff to participate and/or supplement as appropriate. A process that is both creative and interactive, but reliable for soliciting constructive input from a diverse participant pool is desired, with the goal of channeling this input into realistic alternatives for consideration by the public, community groups and organizations, the Planning Commission and the City Council. Feedback tools such as community workshops and stakeholder interviews, and creative opportunities for community surveys and input are encouraged. A similar process was started in 2014 and the findings from those meetings are still available, so initial meetings can be limited as a result. The Consultant will take the lead role in most public forums, workshops, meetings, and hearings, as coordinated and supported by City staff.

Comprehensive Plan Update
The Consultant shall initiate the overall study, update/analyze existing conditions, identify needs and opportunities, and prepare implementation strategies for the City of Central. The Consultant is expected to update and analyze existing conditions to update the Comprehensive Plan components. The analysis must determine emerging trends and the suitability of existing and proposed land use regulations, public/private facilities, and services to meet the growing and changing needs of the population.

The Plan should also explore where public and/or private initiatives will be necessary to maintain and improve services and facilities. The plan will form the basis for the City capital plan which is required to address major issues including preservation of historic areas, redevelopment of critical infrastructure, planning for residential growth to meet market needs and integration of previously approved plans including the recently awarded disaster mitigation plan.

The Consultant should use information contained in other prepared plans to assist with the analysis and work to unify the plans into one complete analysis of future growth in Central

City. A downtown specific component shall be included in the plan. In addition, the Consultant will work to incorporate progressive practices focused on sustainability using professional publications such as the APA PAS Report 578 on Sustaining Places: Best Practices for Comprehensive Plans. It is expected that the Plan's outlook will be a 10 - 20 year timeframe.

Zoning and Subdivision Code Updates

The Consultant shall work on updating the Zoning Code (Chapter 16), the Subdivision Code (Chapter 17). The update will include a general modernization of the zoning code to provide clarity, improve overall functionality, and achieve greater sensitivity to the fabric and character of the City. The update will focus on portions of the Zoning Code that are deficient, outdated, overly complex or that otherwise unnecessarily inhibit development. The update will include both major and minor editing of the existing code language as well as original authoring of new provisions.

The primary goals of this update are as follows:

1) Modernize and create user-friendly processes and procedures;
2) Target portions of the development codes that are problematic, outdated and would, to the greatest extent, simplify and reduce review and approval times for development applications (i.e., the review, approval and appeal procedures for Special Reviews, lot line eliminations and Planning Unit Developments);
3) Establish efficient and flexible review and approval procedures throughout the code;
4) Create development standards that would facilitate and encourage redevelopment and business reinvestment within existing commercial corridors and stimulate infill development;
5) Create procedures for allowing alternative compliance to development standards to accommodate site context;
6) Ensure compatibility with the Comprehensive Plan. This update does not include the Sign Code (Chapter 14).

Design Guidelines Update

The Consultant will update the existing Design Guidelines to reflect the proposed Comprehensive Plan and Zoning Code Changes and to ensure the Guidelines result in development that is compatible with Central Cities historic development pattern. The Consultant is expected to guide and assist City Staff through the process, from outreach through adoption.

The Consultant will be required to review the existing Guidelines with Staff to identify potential solutions for the update and any reorganization. Staff does anticipate updated language and graphics for the different defined areas. Following this review, the Consultant will outline a variety of solutions and Staff will determine if all or some of them can be implemented with effective results. The solutions should be identified in such a way that Staff is able to complete them if necessary (although it is preferred that the Consultant be able to complete the proposed solutions), and should be realistic given the proposed timeframe and available resources. An iterative process, allowing for analysis, community feedback, and additional analysis, is permitted.

The Consultant will coordinate directly with the Community Development Department staff regarding all aspects of the update project. Coordination with other departments and their existing master plans shall also be included in the process as requested by city staff.

B. Consultant Deliverables: The following section describes the specific minimum components which should be delivered upon the completion of the project.

1) **A public participation plan shall include:**

   a. Community survey materials that can be reproduced, completed, and returned to provide input from public individuals and active community and neighborhood groups. The materials should be provided in both paper and digital formats for a wide variety of sources for distribution;

   b. General Workshops / Open Houses with Planning Commission (minimum of 1 session);

   c. Informal public meetings and vision session with city staff and other city departments/organizations and or Planning Commission or Historic Preservation Commission (minimum of 8 meetings);

   d. Historic Preservation Commission Public Hearing (up to 2);

   e. Planning Commission Public Hearing (up to 2); and

   f. City Council Public Hearing (up to 2).

   City staff will facilitate both the Planning Commission and Historical Commission meetings in addition to those described above to ensure full participation of these commissions in the process and to ensure a lower impact on consultant staff time.

2) **The Comprehensive draft plans shall include:**

   a. Thorough analysis and assessment of existing and future needs via the compilation of public visions and goals, research of existing conditions, development and economic trends, land-use shortages, environmental conditions, best practices, etc. The analysis shall, at a minimum include the items listed below:

      1. Identify territorial boundaries for annexation, identify additional issues requiring intergovernmental coordination and meet the requirements of a Three Mile Plan.

      2. Conduct development capacity analysis utilizing land mass by acreage, zoning, serviceability, and land use designations to produce projected growth scenarios of the City.

      3. Identify viable redevelopment areas within the corporate limits of the city including infill development and adaptive reuse opportunities and determine redevelopment strategies to initiate the process.

4. Incorporate current and amended planning documents into the land use policy analysis and include a Transportation, Recreation and Tourism, Parks and Recreation, Open Space and Trails component.

5. Develop a clear direction of how and where development should occur over the next 10, 15, and 20 years. However, the plan shall be flexible in order to adapt to changing trends or future unforeseen needs.

6. Define a specific implementation plan for immediate, short- and long-term action items.

7. Combine elements of the 1999 Growth IGA with Black Hawk, Gilpin County and the BH/CC Sanitation District into the plan along with aspects of other plans.

b. Draft policies, goals and action steps which update the comprehensive plan consistent with the visions and goals of the community paired with the results of the land use analysis described above.

c. The plan shall be drafted in a user-friendly format providing straight forward descriptive principles and supporting graphics to indicate design ideas and goals related to each of the land use designations of the future plan. The plan should be simple and concise so that any unnecessary or redundant information is not included.

d. Plan elements should include (1) short and long term goals linked to visions generated by community input, (2) a future land use map with corresponding development descriptions and types, (3) identification how this plan will work in tandem with both the proposed zoning regulations and proposed design guidelines, and (4) an amendment process for future changes to the land use map and the plan text as warranted by the City Council.

e. Final and draft documents shall be provided in the following forms:
   1. Web ready graphics, maps and documents in draft and final formats for online access and comment;

   2. All final maps and overlays must be able to be maintained and manipulated using ArcGIS. Files should be in ESRI shapefile or geodatabase format using NAD_1983-StatePlane_Colorado_Central_FIPS_0502_Feet coordinate system;

   3. All draft and final text portions of the plan shall be provided in Microsoft Word; and

   4. All text and maps shall be provided in Adobe PDF format for each draft and final copy of the Plan.

3) **The Zoning Code draft plans shall include;**

1. Recognition of the uniqueness of the City in both our historical importance, but also in terms of having the incredible benefit legal gaming presents to City.

2. The language of the code will be modernized and clarified along with the review processes to become more flexible to a variety of potential uses.

3. Business promotion should be encouraged along with potential residential development, both within the downtown and the future growth areas for the City of Central.

4. Parking requirements should be updated to reflect the value and limitation of suitable land in the City for that use.

5. Make recommendation regarding the existing zoning districts as well a potential consolidation of zoning districts.

6. Ensure compatibility with other the Comprehensive Plan and Design guidelines.

7. All draft and final text shall be provided in Microsoft Word.

8. All graphics shall be provided in Adobe PDF format.

4) **The Design Guidelines draft plans shall include;**

1. Visual graphic representative of the design features encouraged in the city divided between both commercial and residential development.

2. Clear and concise language guiding staff, developers and the public regarding acceptable design for additions, remodeling and new construction.

3. Clearly defining the district boundary subject to the design requirements.

4. Providing an accurate index to assist in finding the relevant section.

5. All draft and final text shall be provided in Microsoft Word.

6. All graphics shall be provided in Adobe PDF format.

C. City Staff Role: The City staff will provide a strong supporting role to the Consultant in a variety of ways. City staff will actively engage in this process to maximize the time and engagement of the Consultant in their area of expertise.

1) Information gathering/data collection to aid Consultant;

2) Coordination with other City departments or outside agencies;

3) Coordination or facilitation, as needed, or any supplementary public feedback as identified through the process (workshops or other feedback tools);

4) Assistance with the identification of stakeholders, public events, and groups that may be solicited for input during the public participation process;

5) Personnel support for public workshops, or interviews as needed by the Consultant;

6) Organization and administration of all public meetings; including agenda development/posting, item preparation, and distribution of materials;

7) Publication of public notices;

8) Printing of any supporting materials, packets, maps (large and small format) for the public or meetings; and

9) Coordination and involvement of City staff, such as the City Manager, and Department Heads to provide review, feedback, or expertise supporting the Consultant's activities, information gathering, and plan development.

The Consultant's team billing rates are as follows:

RPI CONSULTING LLC: Principal rate: $130/hr. Associate rate: $95/hr. Admin rate: $55/hr.

FAIRFIELD AND WOODS, P.C.: Attorney rate: $250/hr.

DHM DESIGN CORPORATION: Principal 1 rate: $165/hr. Principal 2 rate: $145/hr. Associate rate: $95/hr. Graphic Designer rate: $65/hr.

PROPOSED CONCEPTUAL SCHEDULE:

The conceptual schedule for the project follows. Typically this process takes one year and we will not be started on the project until we are halfway through Q2-2016. We will work as efficiently as possible to stay on the "ideal schedule" listed in the RFP. If our team is fortunate enough to be awarded the project, we will finalize the schedule with staff during the kickoff phase of the project.

	Quarter 2 - 2016	Quarter 3 - 2016	Quarter 4 - 2016	Quarter 1 - 2017
Phase 1 - Comprehensive Plan				
Phase 2 - Zoning and Subdivision Code Update				
Phase 3 - Design Guidelines Update				

EXHIBIT A - SCOPE AND WORK AND BUDGET

Fees Include Expenses	Total Fee	RPI Fee	Fairfield and Woods Fee	DHM Design Fee
Phase 1 - Comprehensive Plan				
Task 1 - Project Kickoff	$8,000	$6,000		
-Initial Meeting with Staff, Planning Commission, Historic Preservation and City Council -Synthesize Long Range Planning Documents -Economic, Demographics Trends and Benchmarks -Base Maps				
Task 2 -Comprehensive Plan Elements	$49,000	$45,000	$2,000	$2,000
2.1 Community Economic Development -Community Meeting 1 -Workshop - Planning Comm., Historic Pres., City Council Draft Economic Development Plan Element 2.2 Central City Parkway and Business Improvement District -BID Member Focus Group -Parkway Bond Financing Strategies 2.3 Public Assets, Infrastructure and Core Services -Workshop - Planning Comm., Historic Pres., City Council -Inventory and Assessment of Core Infrastructure -Priority Parks, Recreation, Open Space and Trails 2.4 Land Use/Physical Plan -Community Meeting 2 -Workshop - Planning Comm., Historic Pres., City Council -Future Land Use Map and Plan -City Periphery Plan				
Task 3 - Plan Implementation	$6,000	$6,000		
-City Comp Plan Implementation Guide				
Task 4 - Plan Review and Adoption Process	$11,000	$11,000		
-Public Review Draft Comp Plan -Community Meeting 3 -Penultimate Draft Comp Plan -Workshop - Planning Comm., Historic Pres., City Council -Hearing 1 Planning Commission -Final Comprehensive Plan -Hearing 2 City Council				
Phase 2 - Zoning and Subdivision Code Update				
Task 5 - Code Assessment	$7,000	$2,000	$5,000	
-Code Assessment Meetings -Code Assessment Deliverable				
Task 6 - Iterative Code Drafting	$50,000	$2,000	$20,000	$28,000
-Code Drafting Workshops (5 total) -Draft Code Deliverables				
Task 7 - Presentation of Land Use Code	$10,000		$5,000	$5,000
-Code Presentation Meetings -Code Revisions and Final Code				
Phase 3 - Design Guidelines Update				
Task 8 - Review Existing Design Guidelines	$8,000			$8,000
Task 9 - Workshop - Planning Comm., Historic Pres., City Council	$6,000		$1,000	$5,000
-Design Guidelines Workshop -Design Guidelines Workshop Deliverables				
Task 10 Draft Design Guideline Framework	$7,000			$7,000
-Draft Framework Plan				
Task 11 - Design Framework Review	$6,000			$6,000
-Design Draft Review Workshops - Planning Commission, Historic Preservation, City Council -Revised Framework Plan				
Task 12 - Design Guidelines	$12,000	$1,000	$1,000	$10,000
- Design Guidelines Wkshops Plann. Comm., Hist. Pres., City Council -Draft and Final Design Guidelines				
	Project Total	RPI	Fairfield and Woods	DHM
Fee Totals	$180,000	$75,000	$34,000	$71,000

EXHIBIT B

FINAL PROJECT SCHEDULE

CITY OF CENTRAL

Project 2016-CD-01
(Comprehensive Plan Update, Land Use Code and Design Guidelines)

[to be inserted following Phase 1, Task 1 ("Project Kickoff") in accordance with Section 4 of the Agreement]

AGENDA ITEM # 8

CITY COUNCIL COMMUNICATION FORM

FROM: **Ray W. Rears, Community Development Director**

CC: **Daniel Miera, City Manager**

DATE: **June 7, 2016**

ITEM: **Resolution No. 16-16 – Memorialize the acquisition and acceptance of Lot 8, Gold Mountain Village Final Plat**

NEXT STEP: **Council Action on Acceptance**

_____ORDINANCE
__X__MOTION
_____INFORMATION

I. REQUEST OR ISSUE:

On February 16, 2016, Clear Creek County Development Company, LLC (the "Grantor") executed and recorded a quitclaim deed conveying the following real property to the City:

LOT 8, GOLD MOUNTAIN VILLAGE FINAL PLAT,
COUNTY OF GILPIN, STATE OF COLORADO

(the "Subject Property"). The Quitclaim Deed was recorded on February 16th at Reception No. 155713 in the real property records of Gilpin County. A copy of the Quitclaim Deed is attached to this Council Communication Form for reference. The Grantor conveyed the Subject Property to the City at the City's request in order to assist with the facilitation of the City's planning, design and construction of a portion of the Central City Parkway Access Improvements project (the "Project"), specifically that portion of the Project designed to provide access off of the Central City Parkway to Lake Gulch Road.

Resolution No. 16-16 memorializes the City's acquisition of the Subject Property for the benefit of the Project.

II. BACKGROUND INFORMATION:

In order for the City to construct the south ramp of the Project (access to Lake Gulch Road), the City first needed to obtain title or an easement to the subject area or change the design. Following discussions with City Staff, the Grantor conveyed the Subject Property to the City for the benefit of the Project.

III. FISCAL IMPACTS:

None.

IV. RECOMMENDED ACTION / NEXT STEP:

Approve Resolution 16-16 accepting the Subject Property.

V. LEGAL ISSUES:

None. C.R.S. § 31-15-101(1)(d), authorizes the City to acquire and dispose of real property.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None.

VII. SUMMARY AND ALTERNATIVES:

1. Move to approve Resolution No. 16-16 to memorialize the acquisition of the Subject Property
2. Table for further discussion.
3. Decline to accept the Subject Property.

Attachments:

1. Quitclaim Deed recorded at Reception No. 155713
2. Resolution No. 16-16

CITY OF CENTRAL, COLORADO
RESOLUTION NO. 16-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL COLORADO MEMORIALIZING THE ACQUISITION OF LOT 8, GOLD MOUNTAIN VILLAGE FINAL PLAT BY THE CITY

WHEREAS, pursuant to C.R.S. § 31-15-101(1)(d), the City of Central ("City") is authorized to acquire and dispose of real property; and

WHEREAS, by Quitclaim Deed dated February 16, 2016 and recorded on February 16, 2016 at Reception No. 155713 in the real property records of Gilpin County, Colorado, Clear Creek County Development Company, LLC, a Colorado limited liability company ("Grantor") conveyed the following property to the City:

> LOT 8, GOLD MOUNTAIN VILLAGE FINAL PLAT, COUNY OF GILPIN, STATE OF COLORADO (the "Subject Property"); and

WHEREAS, Grantor conveyed the Subject Property to the City in order facilitate the City's construction of a portion of the Central City Parkway Access Improvements project (the "Project"), specifically that portion of the Project designed to provide access off of the Central City Parkway to Lake Gulch Road; and

WHEREAS, the City Council desires to memorialize the City's acquisition of the Subject Property for the benefit of the Project by and through the adoption of this Resolution.

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

Section 1. The City Council hereby acknowledges the delivery and recording of the Quitclaim Deed referenced above. The City Council further desires to memorialize the acquisition of the Subject Property for the or the benefit of the Project.

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

ADOPTED THIS 7th DAY OF JUNE, 2016.

CITY OF CENTRAL, COLORADO

By:_____
Ronald E. Engels, Mayor

ATTEST:

By:_____
Reba Bechtel, City Clerk

APPROVED TO FORM:

By:_____
Marcus McAskin, City Attorney

TD 1000 NOT REC'D

155713
1 of 2
Total Fee $16.00 Doc Fee $0.00
02/16/2016 03:27:21 PM
Colleen Stewart, Gilpin County, Colorado

After recording, return to:

City of Central
Attn: Ray Rears, Director of Community Development
City of Central
141 Nevada Street
P.O. Box 249
Central City, CO 80427

QUITCLAIM DEED

This Quitclaim Deed is made by and between **CLEAR CREEK COUNTY DEVELOPMENT COMPANY LLC**, a Colorado limited liability company whose address is 950 S. Cherry Street, Suite 1220, Denver, Colorado 80246 ("Grantor"), and the **CITY OF CENTRAL**, a home rule municipality of the State of Colorado, whose address is 141 Nevada Street, P.O. Box 249, Central City, Colorado 80427 (the "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto Grantee and Grantee's successors, and assigns, forever, all right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements, if any situate, lying and being in the County of Gilpin, State of Colorado, described as follows:

LOT 8, GOLD MOUNTAIN VILLAGE FINAL PLAT
COUNTY OF GILPIN,
STATE OF COLORADO

also known by street and number as: VACANT LAND

(the "Subject Property").

TO HAVE AND TO HOLD the Subject Property, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use and benefit of Grantee and Grantee's successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed on the date set forth below.

GRANTOR:

CLEAR CREEK COUNTY DEVELOPMENT COMPANY LLC,
a Colorado limited liability company

By: Sean W. Doyle
Name: SEAN W. DOYLE
Title: AUTHORIZED AGENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of FEBRUARY, 2016, by SEAN W. DOYLE as AUTHORIZED AGENT of CLEAR CREEK COUNTY DEVELOPMENT COMPANY LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 03-01-18

[SEAL]

Notary Public

LESLIE HINES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20004008264
MY COMMISSION EXPIRES MARCH 01, 2018

To: Mayor and Council

From: Daniel R. Miera, City Manager

Date: June 7, 2016

Re: Staff Report

❖ General

- Regular Staff Meetings (Weekly Management Team Meeting).
- Various meetings with council members, staff, and community members.
- Participated in the Ground Breaking Ceremony for the CCP Access Project.
- Reminder: June 21st Council Meeting will be cancelled (CML Conference).

❖ Community Development / Planning

- Worked with Community Coordinator Keeler and the Peak to Peak Rotary Club to address service needs for the upcoming Opera Welcome Event ("Picnic") on Main St.
- Continuing to work with the Reserve to explore the possibilities for future P3 Project.
- Attended the Opera's walking tour (relating to their strategic planning initiative).
- Attended a meeting with Community Development Director Rears and the Iron Horse developers to discuss the possibilities of renewing development efforts on the project.

❖ Intergovernmental

- Scheduled a Joint Meeting between the City Council and the County Commission for Tuesday, July 19th at 6:30pm (City Council Chambers).
- Continued to work with the CCBID and other stakeholders to develop a viable solution for the bus parking situation (relating to Leavitt Street).
- Attended the Annual Gaming Tax Hearing in Golden. Market indicators indicate a general improvement in the industry; however, there are still some headwinds to monitor. Overall, it appears there will be no proposed changes to the tax rates.

❖ Public Works / Public Utilities

- Worked with Public Utilities Director Nelson and consultants to formulate a plan to implement repairs / improvements to the toe drains at Chase Gulch Reservoir. A plan is also in the works to develop more robust CIPs for both Water and Stormwater infrastructure. We also continue to work on proposed rate structure updates for the Water program.
- Worked with Public Works Director Hoover to narrow down and finalize staff's recommendation to dedicate all of the City's allocated road improvement funds ($50,000) in FY16 to Gregory Street.

Central City Police Department
141 Nevada Street, Central City, Colorado 80427

Police Department Staff Report

Central City PD

- Working to get message board operational for use when advising of Resolution 16-14 Leavitt St Closure.
- Working on FBI NIBRS (National Incident Based Reporting System) compliance.
- Working on deterring camping within city limits near the Knights of Pythias Cemetery. Complaints of narcotic trafficking from campers in area.
- Cleaned up the police department; equipment, uniforms, etc. taken to storage.
- Moved old Incident reports to storage.
- Scheduled shift coverage with three CCPD Officers and working with GCSO to cover vacancies/gaps in coverage.
- Chief's office cleaned and organized.
- Working on replacing copy machine, after contract expires, with inexpensive printer/copier/fax /scanner.
- Transported another vehicle and three Tasers (equipment) to GCSO.
- Scheduling overtime coverage for the Central City Opera, Opening night, with GCSO.
- Conducted background checks for Central City administration.
- Interim Chief attended LEPC meeting on 5/25/2016.
- Interim Chief attended Gilpin County Law Enforcement Breakfast with the District Attorney's Office on 5/26/2016.
- Talking with bus drivers as they park in Leavitt Street parking lot and advising them of the changes in municipal ordinances, ie. Parking on city streets, possible closure of Leavitt St., and optional locations to park.
- Department conducted 2 hours of training in firearms at the range with all 3 officers. Interim Chief and one officer completed additional training in defensive tactics and firearms training to maintain POST standards.

Central City Incidents Reports:

On 5/14/2016 police responded to the Century Garage on a criminal trespass to a vehicle. It was later discovered the driver left the car door open.

On 5/14/2016 police responded to Gregory Street on an unaccompanied juvenile walking in the street. The male was taken home to his mother.

On 5/21/2016 police responded to the Reserve on an intoxicated male. The male became aggressive toward casino staff and paramedics and had to be restrained. He was transported to the hospital on alcohol/narcotic poisoning.

On 5/21/2016 police responded to Lawrence Street on a suicidal person.

On 5/23/2016 police responded to the Reserve on a criminal trespass. Charges are pending.

Patric L. Stanton
Interim Chief of Police

(303) 582-5519
Fax (303) 582-3367

FINANCE DEPARTMENT
STAFF REPORT

To: Daniel R. Miera, City Manager

Cc: Mayor and Council

From: Abigail R. Adame, Finance Director

Date: June 7, 2016

Re: Staff Report

➢ Finance

- Completed the annual Length of Service Award letters for volunteer firefighters.
- Completed and submitted information requested by the auditors for FY 2015.
- Worked with the auditors whom conducted the audit for FY 2015 on May 23 through May 27. A draft of the FY 2015 audited financial statements should be received by end of June.

➢ Human Resources

- The Water Operator and Central City Ambassador positions have been filled.

PW Department

To: Mayor Engels, City Council, and City Manager

From: Sam Hoover, Public Works Director

Date: May 30, 2016

Re: Bi-weekly Report

Over the past two-weeks, public works staff has performed the following activities:

- Worked on the Parkway Access Ramps
- Placed hanging flower baskets and flags in the downtown area
- Posted an RFP for 2016 Paving Projects
- Posted an RFP for Guardrail Installation on the Parkway Ramps
- Posted an RFP for Concrete Flatwork
- Assisted the City Attorney in drafting a contract for the 2016 Street Striping Contract and forwarded the contract to the contractor
- Continued to coordinate the removal of four poles in the Big-T Lot with Xcel Energy

To: Central City Council

From: Ray W. Rears, Community Development Director

Date: June 7, 2016

Re: Department Update

Community Development Department

Development

1) Colvin Tract – Parking Lot – City of Black Hawk – Fmr. Clinic site.
    a. Reviewing revised submittal from The City of Black Hawk
    b. Sink hole developed on the site – State addressing the issue
2) GIS Services – Work on Parcel layer continues
3) Comp Plan/Zoning Code / Design Guidelines –
    a. Selection of consultant has been made.
4) CDBG – Resilience Planning Grant received - $75,000 (no match).
    a. Economic Strategies will be moving this project forward.
    b. Working on revised contract with Economic Strategies.
5) Enterprise Zone – initial letter of interest sent to the NW Enterprise Zone.
6) McShane/Doc Holiday/Scarlets buildings development pending. 7 Healing Stars – One-day event being reviewed/ June 4th – Scarlett's
7) Golden Nugget Dispensary – Planned Opening – July 1st
8) Wayfinding Signage – Vendor selected with draft plan estimated by the end of June for HPC review.
9) Notice regarding commercial/bus parking changes emailed and mailed to various interested entities.
10) Various initial development/building inquires addressed.

IT/Web/Audio Visual

1) Website, Facebook and Twitter internal administration continues.
2) Channel 20 – Streaming to Web page work in progress.
    a. Currently down, connection will be reestablished
3) Interactive Events Calendar on the website

Historic Preservation

1) Staff is working with Hord Coplan & Macht regarding the Belvidere Theatre as they work on Historic Structure Assessment. Awaiting Final report.
2) Historic Preservation State tax credits promoted under economic development tab on the City website.
3) Belvidere
    a. Quote for concept drawing requested. Estimated delivery by July 1st
    b. Donation jar in Visitor Center no dedicated to the Theater.
4) Historic Preservation Cases – 8 year-to-date.

Code Enforcement – Active

1) Active cases – 10 Close Cases - 5

Events / Marketing

1) Attending Main Street meetings.
2) Met with organizers of the Central City Hill Climb.
3) Welcome for CC Opera will be held on Main Street on June 27th.
4) Billboard
    a. City Billboard Use
        i. Opera (May/June) Gilpin History (July/August) CC Volunteer Firefighters Foundation (Sept./October)
    b. Securing contract to lighting 6th billboard.
5) Working with multiple publications for more visibility within the Metro area.
6) Expanded stage, tents and Burma shave sign discussion with BID have occurred.
7) Main Street Central City Activities:
    a. Central City Photo Contest – Future CC postcards
    b. Chair-ity event/auction – July 23rd
    c. Focused large MSCC event – July 23rd
    d. $2,500 grant has been awarded from the State.
    e. Photo cutouts (Baby Doe etc.) in process.

Visitor Center

1) Updating the displays in the center as well as promotion of the Center is underway.

Staffing

1) IT support staff facilitation continues.
2) Investigating a wellness program.
    a. Biometric Screening – July 12th
    b. Muckfest July 2016 Fun Run benefiting MS – Central City Team created
3) Back-up Central City Ambassador position has been filled by Mike Keeler.
    a. A regular Central City Ambassador has provided their verbal resignation, so the back-up position has been reposted. Deadline: June 3rd.