

CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, August 5, 2014 @ 7:00 p.m.
141 Nevada Street, Central City, Colorado
AGENDA

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

7:00pm Council Meeting

1. Call to Order.

2. Roll Call.

Mayor	Ron Engels
Mayor Pro-Tem	Bob Spain
Council members	Shirley Voorhies
	Glo Gaines
	Kathy Heider

3. Pledge of Allegiance

4. Additions and/or Amendments to the Agenda.

5. Conflict of Interest.

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

Regular Bill lists of July 17, 24 & 31; and
City Council minutes: July 15, 2014.

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

ACTION ITEMS: NEW BUSINESS –

7. Prospectors Run Snow Removal Agreement (Griffith)

8. Ordinance No. 14-07: An ordinance of the City Council of the City of Central, Colorado amending certain provisions of Article IX of Chapter 6 and Article I of Chapter 16 of the Central City Municipal Code.

9. Resolution No. 14-14: A resolution of the City Council of the City of Central, Colorado approving an agreement with Golder Associates, Inc. for certain water treatment plant control system improvements. (Griffith)

REPORTS –

10. Staff updates –

COUNCIL COMMENTS - limited to 5 minutes each member.

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

ADJOURN. Next Council meeting August 19, 2014.

Posted 8/1/14

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

**CITY OF CENTRAL
CASH ON HAND
7/31/2014**

Total Beginning ENB Cash on Hand 07/09/14	387.95
Deposits to ENB	500.00
Wires Out ENB	(217.00)
Cleared Checks	-
<u>7/31/2014</u>	<u>670.95</u>
<less previously approved & outstanding>	(59.00)
Total ENB Cash on Hand 7/31/14	611.95

Total COB Cash on Hand 07-09-14	199,938.60
Deposits to COB	420,922.51
Wires Out COB	(48,410.27)
Cleared Checks	(158,590.69)
<u>7/31/2014</u>	<u>413,860.15</u>
<less previously approved & outstanding>	(316,781.55)
Device Fees Received	
Total COB Cash on Hand 07/31/014	97,078.60

Total Beginning Colotrust Cash on Hand 07/09/14	619,943.43
Wires into Account	33,946.90
Wires out of Account	(100,000.00)
Total Colotrust Cash on Hand 7/31/14	553,890.33

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

TOTAL CASH ON HAND 7-31-14	651,580.88
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CASH FLOW
CHECK LISTING

7/31/2014

Inv Date	Inv #	Ck Date	CK#	Vendor	Description	Amount	Mail Date
7/8/14	7370026981	7/21/14	128469	DPC Industries	Chlorine and Soda Ash	806.78	
7/9/14	070914	7/21/14	128470	Barbara Thielemann	Historic Preservation	50.00	
7/15/14	140949	7/21/14	128471	Cirsa	Claim Deduction	1,000.00	
7/12/14	5751172081	7/21/14	128472	Clear Creek Supply	Epoxy	3.79	
7/8/14	41945	7/21/14	128473	Exquisite Enterprises	Nameplate for Miera and Blake	33.26	
7/8/14	070814	7/21/14	128474	Steve Allen	Wildland Fire Boots	250.00	
7/18/14	071814	7/21/14	128475	Gilpin County Arts Assoc.	Payroll for 6-30 thru 7-11	2,782.00	
7/11/14	294191	7/21/14	128476	Napa Auto Parts	Sway Bar Link Repair, Seat Cover	161.44	
7/10/14	99302	7/21/14	128477	Office Stuff Inc	File Cabinets, Toners, Folders	340.20	
7/3/14	070314	7/21/14	128478	Xcel	Electricity	6,645.74	
7/11/14	9004208349	7/21/14	128479	Cintas	AED Lease	99.00	
7/9/14	C643125	7/21/14	128480	HD Supply Waterworks	Water Parts	538.82	
7/14/14	071414	7/21/14	128481	Stephen Williamson	Legal for Water	2,343.69	
7/11/14	2142976	7/21/14	128482	Galls Inc	Flashlight	60.95	
6/30/14	21371	7/21/14	128483	Widner Michow	General Counsel Iron Horse, Gaming Comm	9,143.73	
7/11/14	140701	7/21/14	128484	GCHS	Payroll for Wash Hall	2,153.00	
7/15/14	9508/9509	7/21/14	128485	Deere and Ault	Legal for Water	2,131.50	
7/18/14	071814	7/21/14	128486	Century Casino	Restitution for Clock	25.00	
7/9/14	46343	7/21/14	128487	One Way Inc.	Residential Trash	30.17	
7/10/14	169276	7/21/14	128488	Sanborn Ltd	VC Inventory	326.35	
7/8/14	070814	7/21/14	128489	Sprint	Long Distance Fax Service	21.76	
6/9/14	708432	7/21/14	128490	Raquel Ferszt	Translator for Court	81.25	
6/30/14	9919468763	7/21/14	128492	Airgas USA	Oxygen and Nitrogen	48.70	
7/18/14	124503	7/21/14	128493	Air O Pure	Restrooms at Shop and Reservoir	190.00	
6/21/14	8077	7/21/14	128494	LAWS	Install Stripes on Chevy Blazer FD	612.00	
7/9/14	070914	7/21/14	128495	Alexander Thome	Historic Preservation	50.00	
		7/21/14	128496-509	Void		-	Void
7/9/14	070914	7/21/14	128510	Deborah Wray	Historic Preservation	50.00	
6/23/14	50928	7/21/14	128511	JVA	Stromwater Improvement, FEMA Services	3,569.00	
7/9/14	071914	7/21/14	128512	Margaret Grant	Historic Preservation	50.00	
7/7/14	070714	7/21/14	128513	Cardmember Services	Tools PW, Conferences Council/PD, Parts	5,377.02	7/31/2014
7/9/14	070914	7/21/14	128514	Gina Fuerst	Historic Preservation	50.00	
7/9/14	070914	7/21/14	128515	Richard Willett	Historic Preservation	50.00	
7/6/14	71990226	7/21/14	128516	De Lage Landen	Copier Leases	535.51	
7/11/14	713917	7/21/14	128517	Wimacel	Pay Phone Service	70.00	
7/9/14	CC0002	7/21/14	128518	W2 Engineers	Revised Toe Drain	3,520.00	
7/14/14	071414	7/21/14	128519	Isaac Kaiser	Refund Bond-Fine	55.00	
7/14/14	071414	7/21/14	128520	Tashona Johnson	Refund Bond-Fine	66.00	
7/14/14	071414	7/21/14	128521	Antonio Munoz	Refund Bond-Fine	6.50	
7/8/14	9403882365	7/21/14	128522	Shred It USA	Shredding Files	296.80	
7/18/14	M18011	7/21/14	128523	H Peter Blum Revocable Trust	2011 Plow Lease	59,061.53	7/31/2014
7/22/14	072214	7/21/14	128524	Deere Credit Inc	Loader Down Payment	43,000.00	7/21/2014

CASH FLOW
CHECK LISTING

7/31/2014

7/21/14	5751172803	7/25/14	128525	Clear Creek Supply	Single Sided Key	20.95	
7/16/14	071614	7/25/14	128526	MCI	Toll Free Phone Service	28.43	
7/10/14	9488256794	7/25/14	128527	Granger	Pry Bar, Grease Gun, Trailer Jack	329.19	
7/22/14	CCORD1406	7/25/14	128528	Weekly Register Call	Ordinances, Bids for Flood Disaster	181.28	
7/15/14	70S14	7/25/14	128529	Roberts Services	Unsweps	1,888.00	
7/14/14	1209220400	7/25/14	128530	United Rentals	Mini Excavator	1,114.60	
7/9/14	50170	7/25/14	128531	J & S Contractors	Cones, Signs	1,113.90	
7/22/14	072214	7/25/14	128532	Traswest Truck	2015 Freightliner Down Pymt	30,000.00	7/31/2014
7/11/14	11471681	7/25/14	128533	Stanley Convergent	Monitoring 141 Nevada	456.96	
7/16/14	9728754049	7/25/14	128534	Verizon Wireless	Internet for Water General	85.07	
7/17/14	42685	7/25/14	128535	Peak Performance Imaging	Metered Copies	219.92	
7/21/14	12198434	7/25/14	128536	Integra Telecom	Phone Service	727.25	
7/10/14	94240	7/25/14	128537	Intermountain Sweeper	Gutter Broom	330.00	
7/10/14	13405851	7/25/14	128538	Martin Marietta	Asphalt	610.10	
7/15/14	729798500	7/25/14	128539	Pentair Valves & Controls	Water Dept Parts	2,684.50	
7/15/14	1853015	7/25/14	128540	Western Paper	Trash Bags, Paper Towels	166.14	
7/14/14	201400204	7/25/14	128541	Fentress Architects	Comp Plan, Iron Horse	19,381.29	
		8/1/14	128542	Employee	Payroll	167.35	
		8/1/14	128543	Employee	Payroll	1,660.63	
		8/1/14	128544	Void		-	void
		8/1/14	128545	lcma 401	Retirement Contributions	2,287.19	
		8/1/14	128546	lcma 457	Retirement Contributions	1,186.14	
		8/1/14	128547	lcma lra	Retirement Contributions	381.00	
		8/1/14	128548	Law Office of Wynn Taylor	Garnishment	278.02	
		7/31/14	128549	DPC Industries	Chlorine	543.89	
7/22/14	7370030011	7/31/14	128550	Clear Creek Supply	Air Filter for Ford	23.51	
7/30/14	5751173585	7/31/14	128551	Gilpin County Arts Assoc.	Payroll 7-12 thru 7-25	2,657.60	
7/23/14	61301597	7/31/14	128552	Nalco	Water Chemicals	2,020.86	
7/24/14	072414	7/31/14	128553	Xcel Energy	Electricity	200.23	
7/21/14	072114	7/31/14	128554	Purchase Power	Postage	719.08	
7/30/14	5001648170	7/31/14	128555	Cintas	First Aid Supplies	170.66	
7/23/14	072314	7/31/14	128556	Town Office Supply	Business Cards for Blake/Miera	105.90	
7/16/14	071614	7/31/14	128557	Century Link	Phone Service	924.76	
7/21/14	Aug2014	7/31/14	128558	VSP	Vision Insurance	244.50	
1/7/14	5996	7/31/14	128559	Colorado Code Consulting	102 Main Elevator Skirts	300.00	
7/31/14	116752	7/31/14	128560	Atiac	Supplemental Insurance	286.50	
7/18/14	389465	7/31/14	128561	Golden Associates	Computer Updates	110.02	
7/21/14	D751712	7/31/14	128562	Acoustic Mountain States	Water Testing	356.00	
7/20/14	500789288	7/31/14	128563	ModSpace	PW Office	136.60	
7/31/14	Aug2014	7/31/14	128564	Liberty National	Life Insurance	116.50	
7/25/14	397252014	7/31/14	128565	University of Colorado	Historical Survey	4,892.00	
7/29/14	2395	7/31/14	128566	Colorado Coach	Shuttle Service for Aug	35,929.62	
6/8/97	Aug2014	7/31/14	128567	Assurant	Dental and Long Term Disability Insurance	657.21	

CASH FLOW
CHECK LISTING

7/31/2014

Outstanding through ENB 59.00
Outstanding through COB 316,781.55

Total Issued:	316,781.55
Approved & Sent Checks:	55,401.71
Clrd & Pending Approval:	261,379.84
Voided Checks:	-
Total Pending Approval 7/15/14	261,379.84

**CITY OF CENTRAL
CITY COUNCIL MEETING
July 15, 2014**

CALL TO ORDER

A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:07 p.m., in City Hall on July 15, 2014.

ROLL CALL

Present: Mayor Engels
Alderman Spain
Alderman Gaines
Alderman Heider
Alderman Voorhies

Absent: None

Staff Present: City Clerk Bechtel
Attorney McAskin
Utilities Superintendent Griffith
Police Chief Krelle

The Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA

The agenda was approved as presented.

CONFLICTS OF INTEREST

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

CONSENT AGENDA

Alderman Gaines moved to approve the consent agenda containing the regular bill lists for July 3 and 10, 2014; and the City Council minutes for the meeting on July 1, 2014. Alderman Spain seconded, and without discussion, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION

No one requested time to address the Council.

SECOND READING AND PUBLIC HEARING

Ordinance No. 14-04: *An ordinance of the City Council of the City of Central, Colorado amending certain provisions of Article I of Chapter 16 of the Central City Municipal Code.*

Attorney McAskin gave the background as follows: Ordinance No. 14-04 proposes minor revisions to Chapter 16 of the Municipal Code (the "Zoning Ordinance"). Section 16-10-20 of the Municipal Code requires that any proposed amendments to Chapter 16 of the Code (the Zoning Ordinance) be referred to the Planning Commission for study and recommendation.

Planning Commission held a duly noticed public hearing on Wednesday, July 2, 2014 to consider the proposed revision to the Zoning Ordinance. Following the conclusion of the public hearing, Planning Commission made a motion to recommend approval of Ordinance No. 14-04 to City Council. The motion was unanimously approved.

Ordinance No. 14-04 was passed on first reading on July 1, 2014. City Staff desires to clarify that the location and extent process, as the same exists under state law, is not applicable to the development of any public facilities within the boundaries of the City.

The proposed ordinance clarifies: (1) the non-applicability of the location and extent process for public facilities within the City; and (2) that any public entity applicant proposing a public facility (including the City of Central) will be required to submit and adhere to the same requirements as applicants for private development.

The notice of public hearing was published in The Weekly Register-Call on June 12, 2014. A copy of the publisher's affidavit is on file with the City Clerk's office.

Mayor Engels opened the public hearing at 7:10 p.m. and invited comment. With no comments offered, Mayor Engels closed the public hearing at 7:11 p.m.

Alderman Voorhies moved to adopt Ordinance No. 14-04: An ordinance of the City Council of the City of Central, Colorado amending certain provisions of Article I of Chapter 16 of the Central City Municipal Code. Alderman Heider seconded, and without discussion, the motion carried unanimously.

Ordinance No. 14-05: An ordinance authorizing the City of Central to enter into a Promissory Note and related documents for a short term loan from Evergreen National Bank repayable within the same fiscal year for a principal amount not to exceed \$223,724.00 and an interest rate not to exceed 5.75% secured by a Deed of Trust on certain City owned property.

Mayor Engels referred to the written report in the packet and explained this will be a short term bridge loan to offset project costs before gaming revenues are received in August.

Mayor Engels opened the public hearing at 7:12 p.m. and invited comment. With no comments offered, Mayor Engels closed the public hearing at 7:13 p.m.

Alderman Voorhies moved to adopt Ordinance No. 14-05: An ordinance authorizing the City of Central to enter into a Promissory Note and related documents for a short term loan from Evergreen National Bank repayable within the same fiscal year for a principal amount not to exceed \$223,724.00 and an interest rate not to exceed 5.75% secured by a Deed of Trust on certain City owned property. Alderman Spain seconded, and without discussion, the motion carried unanimously.

Ordinance No. 14-06: An ordinance authorizing the City of Central to enter into a Municipal Lease Purchase Agreement and related documentation with Deere Credit Inc. for the lease and purchase of a 4WD loader.

Utilities Superintendent Griffith gave the background as follows:

Over the course of the year it has become apparent that the City's existing front end loader was in need of major repairs and was not operating properly. The Public Works Department

received quotes for making the necessary repairs and determined that it was likely to cost approximately \$40,000 just for the known repairs. Considering that the loader was over 20 years old and would only require more costly repairs in the future, and that the equipment is essential to many of the Public Works projects, staff and Council determined that the lease purchase of a new loader was appropriate. Although this capital expenditure was budgeted in the 2014 Budget, the down payment for this lease purchase will be funded in two ways: the sale of the existing loader (City received \$22,256.50 on the sale) and the reallocation of \$20,000 from the Water Department's capital improvement line item. As the new loader is currently available and ready to be delivered, it is appropriate to adopt the lease purchase agreement to complete the financing aspect of this purchase.

The City has secured financing with Deere Credit Inc. for the purchase of the new front end loader. The total cost of the loader is \$135,614.45. The total financed principal amount is \$92,614.45 (total cost reduced by a \$43,000 down payment). The annual interest rate is 3 % with the term of the financing for three years. Total interest paid over the lease/purchase period is \$6,992.51. Payments will be made on a monthly basis in the amount of \$2,766.86.

Funding for this lease purchase will come out of the General Fund, Public Work Department under line item 01-431-7420 Lease Purchase Payments and the Water Fund, Capital Improvements line item 50-433-7421.

The City Attorney has reviewed the Lease Purchase Agreement and drafted Ordinance 14-06. There are no legal issues. As TABOR does not allow the City to enter into any multiple year debt or financings, this lease purchase agreement is based upon an annual budget appropriation and annual renewal.

Mayor Engels opened the public hearing at 7:16 p.m. and invited comment. With no comments offered, Mayor Engels closed the public hearing at 7:16 p.m.

Alderman Heider moved to adopt Ordinance No. 14-06: An ordinance authorizing the City of Central to enter into a Municipal Lease Purchase Agreement and related documentation with Deere Credit Inc. for the lease and purchase of a 4WD loader. Alderman Gaines seconded, and without discussion, the motion carried unanimously.

ACTION ITEMS: NEW BUSINESS

Resolution No. 14-13: A resolution of the City Council of the City of Central, Colorado approving an Intergovernmental Agreement between Gilpin County, by and through the Gilpin County Clerk and Recorder, and the City of Central regarding the conduct of a coordinated election.

City Clerk Bechtel explained that the proposed resolution approves an IGA with Gilpin County for the general election on November 4, 2014. Pursuant to Section 1-7-116(1), C.R.S., if more than one political subdivision holds an election on the same day in November and the eligible electors for each election are the same of the boundary overlap, the County Clerk and Recorder shall conduct the elections on behalf of all political subdivisions. This is in accordance with Section 4.3 of the City's Home Rule Charter and Section 2-1-10 of the Municipal Code.

Mayor Engels stated that three seats are up for election which includes the Mayor seat and the two council seats of Alderman Voorhies and Alderman Spain. Alderman Spain is term limited.

Alderman Gaines moved to approve Resolution No. 14-13: A resolution of the City Council of the City of Central, Colorado approving an Intergovernmental Agreement between Gilpin County, by and through the Gilpin County Clerk and Recorder, and the City of Central regarding the conduct of a coordinated election. Alderman Heider seconded, and without discussion, the motion carried unanimously.

STAFF UPDATES

Utilities Superintendent Griffith gave a project update:

- 1) Quartz Hill/CDPHE project is still on track for final completion by August 15
- 2) Big T lot repair by Pinnacle has stalled though staff has communicated with them
- 3) Asphalt patching on the Parkway to fix a serious fold and Nevada Street temporary repair until the Nevada Street wall project happens in 2015

City Clerk Bechtel explained the revised records request policy in the packet is to line up with changes in accordance with State law.

COUNCIL COMMENTS

Alderman Heider thanked Chief Krelle for the barricade on Casey Street on July 4th.

Mayor Engels thanked Joe Behm for the successful Stills in the Hills event. All Council concurred that it was an excellent event.

Mayor Engels offered that the new manager will be starting before the end of August and will be at the Council meeting on August 5th.

PUBLIC FORUM/AUDIENCE PARTICIPATION

No one requested time to address the Council.

At 7:29 p.m., Mayor Engels adjourned the meeting.

The next Council meeting is scheduled for August 5, 2014 at 7:00 p.m.

Ronald E. Engels, Mayor

Reba Bechtel, City Clerk



AGENDA ITEM #7

CITY COUNCIL COMMUNICATION FORM

FROM: Shawn Griffith

DATE: August 5, 2014

ITEM: Agreement for Snow Removal Services

NEXT STEP: Make a motion approving the Agreement for Snow Removal Services between the City of Central and Prospectors Run Homeowner's Association.

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** In January of 2010 the City entered into an Agreement with the Prospectors Run Homeowners Association (HOA) regarding snow removal on Mack Road for the period of January 1, 2010 through May 31, 2010.

The HOA agreed to provide snow removal services for Mack Road at a cost to the City of \$800 per month. This Agreement was originally entered into in order to help mitigate any possible effects that the City's sand/salt ice mixture was having on Mack Road as it is not asphalt. The agreement has been renewed four subsequent times most recently for the 2013-2014 winter season.

The attached Agreement is for a continuation of the same services during the 2014-2015 snow season with a time period of October 1, 2013 through April 30, 2015. The total contract amount is for Five Thousand Six Hundred Dollars (\$5,600), or Eight Hundred Dollars (\$800) per month.

- II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion to approve the Agreement for Snow Removal Services for the 2014-2015 winter season.

- III. **FISCAL IMPACTS:** As stated above, the total amount of the Agreement is for \$5,600, or \$800 per month. This amount is reflected in the City's adopted 2014 Budget and will be part of the 2015 Proposed Budget in the Public Works Department.

- IV. **BACKGROUND INFORMATION:** Please see attached Agreement for Snow Removal Services.
- V. **LEGAL ISSUES:** The City Attorney drafted this Agreement for the previous renewal and only the dates have been revised.
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None
- VII. **SUMMARY AND ALTERNATIVES:**
1. Make a motion approving the Agreement for Snow Removal Services
 2. Table this request
 3. Deny this request.

AGREEMENT FOR SNOW REMOVAL SERVICES

This Agreement for Snow Removal Services ("Agreement") dated this _____ day of _____, 2014 is entered into by and between the City of Central ("City) and the Prospectors Run Homeowners Association ("HOA"). The City and the HOA may each be referred to as a "Party" or collectively as the "Parties."

WHEREAS, the City desires to engage the services of the HOA for preparation and snow removal, as such services are more particularly described herein, located within the City as a publicly dedicated right-of-way and known as "Mack Road" for the 2014-2015 winter season; and

WHEREAS, the HOA desires to provide such services;

NOW, THEREFORE, in consideration of the promises and the covenants hereinafter contained, the Parties hereto agree as follows:

A. Scope of Work

The following work shall constitute the "Services" to be performed under this Agreement.

Winter Snow Removal:

1. Provide snow and ice removal using a snowplow, loader, bobcat and/or hand shovel as needed, but at a minimum when approximately three or more inches has accumulated on Mack Road, for approximately 574 linear feet. The current condition of Mack Road is depicted in Exhibit A, and allows two parallel lanes of travel. Said snow and ice removal will maintain Mack Road, at a minimum, in the condition shown in Exhibit A to allow two-way traffic on Mack Road;
2. Both parties mutually agree that extreme conditions may exist at times although the HOA will do everything feasible to insure snow and ice removal without putting contractors or residents in danger;
3. The HOA will provide prompt written notice to the City Manager (within 24 hours) of any damage to Mack Road caused by or arising from the Services performed hereunder;
4. The HOA will provide and lay concrete sand on Mack Road as needed;
5. The HOA will provide proof of insurance, attached hereto and made a part of this Agreement as Exhibit B, endorsed to include the City as a certificate holder. The HOA

shall continuously maintain, or require its contractors or subcontractors to maintain, as applicable, during the term of this Agreement insurance of the kind and in the minimum amounts specified as follows:

- a. Worker's compensation insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.
- b. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of One Million Dollars (\$1,000,000.00) aggregate.

B. Term

The Services pursuant to this Agreement shall commence on October 1, 2014, and conclude on April 30, 2015.

C. Payment

Payment by the City to the HOA shall be made in seven equal installments of \$800 each, on the last business day of each month during the term of this Agreement, for a total contract amount of \$5,600. This cost includes all materials and labor, but does not include any applicable required permits. Any such required permits will be billed as actual expenses to the City, in the amount of actual third party out of pocket costs incurred by the HOA, in addition to the \$800 per month cost for the Services.

D. Notice.

All notices and demands required or desired to be given by either Party to the other with respect to the Agreement, unless otherwise stated therein, shall be in writing and shall be delivered personally, sent by nationally-recognized overnight courier service, prepaid, or by facsimile with written confirmation of receipt, and addressed as follows

If to the City:

Daniel Miera
City Manager
P.O. Box 249
Central City, CO 80427
manager@centralcitycolorado.us
phone: (303) 582-5251
fax: (303) 582-5210

With a copy to:

Marcus A. McAskin, City Attorney
Widner Michow & Cox LLP
13133 E. Arapahoe Road, Suite 100
Centennial, CO 80112
mmcaskin@wmcattorneys.com
phone: (303) 754-3393
fax: (303) 754-3395

If to the HOA:

Prospectors Run Homeowners Association
Mark Sarna, Secretary
PO Box 156
Central City, CO 80427
hoa@prospectorsrun.com
phone: (303)339-2281
fax: (303) 582-0288

with a copy to:

Mark K. Payne
HOA Attorney
Winzenburg, Leff, Purvis & Payne, LLP
1660 Lincoln Street, Suite #1550
Denver, CO 80264
mpayne@wlpplaw.com
phone: (303) 863-1870
fax: (303) 863-1872

E. Insurance and Indemnification.

HOA shall include or cause its contractor (who performs the work herein described) to include the City as an additional insured to its or its contractor's insurance coverage, in the form attached as Exhibit B. By execution of this Agreement, the City approves and accepts the insurance coverage provided. Additionally, the HOA agrees to indemnify and hold harmless the City from any and all judgments, awards, claims, demands, damages, costs and expenses for injury or death to all persons, and for loss and damage to property belonging to any person arising from HOA's acts or omissions or failure to perform any obligation pursuant to this Agreement. The Parties

acknowledge that the City is relying upon the HOA's agreement to indemnify and hold the City harmless as a material provision of this Agreement.

F. Miscellaneous.

1. Compliance with Laws. In the performance of the Services pursuant to this Agreement, the HOA, its employees, subcontractors or agents shall comply with all applicable Federal, state and local governmental statutes, ordinances, orders and regulations.
2. Choice of Law. In any dispute arising under this Agreement, jurisdiction shall be in the District Court for Gilpin County.
3. Force Majeure. Except for payment obligations under this Agreement, neither Party will be responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, strike, embargo, explosion, earthquake, flood, war, water, the elements, labor dispute, government requirements, acts of God, inability to secure raw materials or transportation facilities, acts or omissions of transportation carriers or suppliers, or other causes beyond a Party's control, provided that such Party gives prompt written notice thereof to the other Party and uses its diligent efforts to resume performance.

[signature blocks to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date on the first page of this Agreement.

CITY OF CENTRAL

By: _____
Name: _____
Title: _____

PROSPECTORS RUN HOMEOWNERS
ASSOCIATION

By: _____

Name: _____

Title: _____

EXHIBIT A

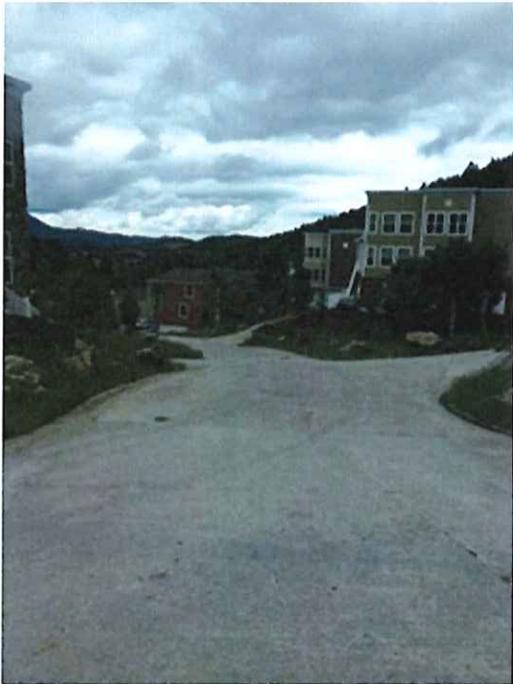


EXHIBIT B

Insurance and Indemnification



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SNE

DATE (MM/DD/YYYY)

02/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Madison Insurance Group 425 S. Cherry St, #420 Denver, CO 80246 Craig Allegrezza, Inc	CONTACT NAME: Stacey Neff	FAX (A/C, No): 303-322-0874	
	PHONE (A/C, No, Ext): 303-322-0800	E-MAIL ADDRESS: sneff@madisoninsurance.net	
	PRODUCER CUSTOMER ID #: PROSP-2		
INSURED Prospector's Run Homeowner Association P O Box 156 Central City, CO 80427	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Ins Co		12537
	INSURER B: Pinnacol Assurance Company		41190
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 1** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		6804603N3381442	03/03/2014	03/03/2015	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4140387	03/01/2014	03/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Central City is named as Additional Insured as respects General Liability to Named Insured ATIMA

CERTIFICATE HOLDER**CANCELLATION**

City of Central City PO Box 249 Central City, CO 80427	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Stacey Neff</i>

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AGENDA ITEM #8

CITY COUNCIL COMMUNICATION FORM

FROM: Kathie Guckenberger, Assistant City Attorney

THROUGH: Marcus McAskin, City Attorney

DATE: July 30, 2014

ITEM: Ordinance 14-07 Amending Certain Provisions of Article IX of Chapter 6 and Article I of Chapter 16 of the Municipal Code

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** Ordinance No. 14-07 proposes minor revisions to Chapters 6 and 16 of the Municipal Code. Chapter 16 of the Code is the City's Zoning Ordinance.

Section 16-10-20 of the Municipal Code requires that any proposed amendments to the Zoning Ordinance be referred to the City's Planning Commission for study and recommendation.

Planning Commission is scheduled to hold a public hearing on Wednesday, September 3, 2014 in order to consider the proposed revision to the Zoning Ordinance. Notice of the public hearing is scheduled to be published on August 7, 2014.

Following the conclusion of the public hearing, Planning Commission will make a recommendation to City Council regarding that portion of the proposed ordinance which makes changes to the Zoning Ordinance.

- II. **RECOMMENDED ACTION / NEXT STEP:** Approve Ordinance No. 14-07 on first reading and set a public hearing and second reading of the Ordinance to a time and date certain. Currently, it is anticipated that second reading of the Ordinance will occur on Tuesday, September 16, 2014, in order to provide the Planning Commission with the opportunity to complete the public hearing and forward its recommendation to the City Council.

- III. **FISCAL IMPACTS:** None.

- IV. **BACKGROUND INFORMATION:** The City Council is being asked to consider Ordinance 14-07 on first reading on August 5, 2014. Following policy guidance from City Council at

the July 15, 2014 work session, the proposed ordinance bans marijuana clubs, businesses, and all other commercial marijuana operations that are not contemplated or authorized by Colorado law or City ordinance.

By virtue of an amendment to the state constitution in 2000 known as Amendment 20, Colorado voters created a limited exception to state criminal laws for persons using marijuana for authorized medical reasons. Pursuant to that amendment, the Colorado legislature declared unlawful *any* operation related to the production and sale of medical marijuana *except* three types of businesses that it authorized via the state Medical Marijuana Code. In a similar fashion, Amendment 64 and its implementing statutes only authorize four types of commercial operations related to retail marijuana: retail marijuana stores and cultivation, products manufacturing, and testing facilities. The City has banned three of the four commercial operations authorized pursuant to Amendment 64, and currently only allows the operation of retail marijuana stores within City boundaries.

Neither state law nor the City's existing marijuana regulations contemplate, authorize, permit, or protect any other type of business related to marijuana. However, City Staff is aware that entrepreneurs are proposing new business models related to marijuana. For example, the City Clerk has received an informal inquiry from a group interested in redeveloping Scarlett's Casino to include a venue for smoking marijuana and consuming other marijuana products in addition to a movie theater and restaurant. City regulations do not currently permit this type of land use.

Proposed Ordinance No. 14-07 would clarify that the City does not permit any other type of marijuana-related business other than those medical marijuana establishments and retail marijuana stores that the City specifically allows and regulates.

A copy of proposed Ordinance 14-07 is attached to this Council Communication Form.

V. **LEGAL ISSUES:** None.

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

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

- (1) Adopt Ordinance No. 14-07 on first reading, as it may or may not be amended;
- (2) Direct staff to make revisions to the Ordinance and schedule consideration of the Ordinance on a future City Council agenda for first reading; or
- (3) Reject or deny the Ordinance.

**CITY OF CENTRAL, COLORADO
ORDINANCE 14-07**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CENTRAL, COLORADO AMENDING CERTAIN PROVISIONS OF
ARTICLE IX OF CHAPTER 6 AND ARTICLE I OF CHAPTER 16 OF
THE CENTRAL CITY MUNICIPAL CODE**

WHEREAS, the City of Central is a home rule municipality that is authorized, pursuant to its Home Rule Charter, the Colorado Constitution, and state law, to adopt ordinances in furtherance of the health, safety and welfare of the City's inhabitants; and

WHEREAS, in November 2000, the voters of the State of Colorado approved Amendment 20, subsequently codified as Section 14 of Article XVIII of the Colorado Constitution ("Amendment 20"), which created a limited exception and affirmative defense to state criminal liability for the specific use of medical marijuana by certain persons in Colorado; and

WHEREAS, by and through Ordinance 12-16 the City adopted regulations requiring the licensing of medical marijuana establishments, which regulations are codified in Article VII of Chapter 6 of the Municipal Code; and

WHEREAS, neither Amendment 20 nor its implementing state statutes or administrative regulations, including the Colorado Medical Marijuana Code, authorize or contemplate any form of business or commerce relating to the consumption of marijuana or marijuana products; and

WHEREAS, on November 6, 2012, the voters of the State of Colorado approved Amendment 64, subsequently codified as Section 16 of Article XVIII of the Colorado Constitution ("Amendment 64"), which authorizes the personal use and possession of recreational marijuana for persons over 21 years of age and specifies the lawful operation of marijuana-related facilities; and

WHEREAS, by and through Ordinance 13-09 the City adopted regulations requiring the licensing of retail marijuana stores, which regulations are codified in Article IX of Chapter 6 of the Municipal Code; and

WHEREAS, the City prohibits the operation of marijuana cultivation facilities, marijuana product manufacturing facilities or marijuana testing facilities within the boundaries of the City; and

WHEREAS, neither Amendment 64 nor its implementing state statutes or administrative regulations, including the Colorado Retail Marijuana Code, authorize or contemplate any other form of business or commerce relating to the production, sale, or consumption of marijuana or marijuana products; and

WHEREAS, the City desires expressly to ban any other form of business or commerce involving the cultivation, processing, manufacturing, storage, sale, distribution or consumption of marijuana and marijuana products other than properly licensed medical marijuana

establishments or retail marijuana stores, as those terms are defined in the Municipal Code, within the boundaries of the City; and

WHEREAS, the Planning and Zoning Commission, having considered this Ordinance at a duly noticed public meeting, has recommended that City Council consider this ordinance for adoption; and

WHEREAS, the City Council finds that this Ordinance will further the health, safety and general welfare of the City's inhabitants; and

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO THAT:

Section 1. Section 6-9-10 of Article IX of Chapter 6, entitled "Findings and legislative intent," is hereby repealed and re-enacted in its entirety to read as follows:

Sec. 6-9-10. Findings and legislative intent.

Section 16 of Article XVIII of the Colorado Constitution and Article 43.4 of Title 12, C.R.S. vest the City Council with the option to determine whether to license Retail Marijuana Establishments within the boundaries of the City. The purpose of this Article is to authorize such licensing only for retail marijuana stores, to regulate such retail marijuana stores in the City pursuant to the requirements of this Article, and to designate a local licensing authority to issue and process applications submitted for a license within the City. The operation of marijuana cultivation facilities, marijuana product manufacturing facilities and marijuana testing facilities is prohibited within City boundaries. In addition, all other forms of business or commerce involving the cultivation, processing, manufacturing, storage, sale, distribution, or consumption of marijuana or marijuana products, whether or not conducted for profit, shall be strictly prohibited within the City's boundaries. This Article is intended to exercise the authority granted by Section 16 of Article XVIII of the Colorado Constitution and the Colorado Retail Marijuana Code for the City to adopt licensing requirements that are supplemental to and/or stricter than, the requirements set forth in State law. The purpose of this Article is to license and regulate retail marijuana stores in the interest of public health, safety and general welfare of the community.

Section 2. Section 6-9-30(a) of Article IX of Chapter 6 of the Central City Municipal Code, entitled "Definitions," is hereby amended to include the following definition:

Marijuana products shall have the same meaning as set forth in Amendment 64, or as may be more fully defined in the Colorado Retail Marijuana Code.

Section 3. Section 6-9-40 of Article IX of Chapter 6 of the Central City Municipal Code, entitled "Marijuana cultivation facilities, marijuana product manufacturing facilities, and marijuana testing facilities," is hereby amended to read as follows in its entirety:

Sec. 6-9-40. Marijuana cultivation facilities, marijuana product manufacturing facilities, and marijuana testing facilities prohibited; other unlawful acts.

- (a) The following uses shall be prohibited within the boundaries of the City:
 - (1) Marijuana cultivation facilities;
 - (2) Marijuana product manufacturing facilities; and
 - (3) Marijuana testing facilities.
- (b) No person shall operate a marijuana cultivation facility, marijuana product manufacturing facility or marijuana testing facility within the corporate boundaries of the City, as the same may be adjusted from time to time through annexation or otherwise.
- (c) It shall be unlawful for any person to engage in any form of business or commerce involving the cultivation, processing, manufacturing, storage, sale, distribution or consumption of marijuana or marijuana products other than: (1) medical marijuana establishments properly licensed pursuant to Article VII of Chapter 6 of this Code; or (2) retail marijuana stores properly licensed pursuant to this Article IX. All other forms of business or commerce, whether or not conducted for profit, involving the cultivation, processing, manufacturing, storage, sale, distribution or consumption of marijuana or marijuana products are strictly prohibited within the corporate boundaries of the City.

Section 4. The definition of *Club* as set forth in Section 16-1-130 of Article I of Chapter 16 of the Central City Municipal Code is hereby repealed and reenacted to read as follows:

Club means any membership organization, including a lodge catering exclusively to members and their guests, whose facilities are limited to meeting, eating and recreational uses, and whose activities are not conducted principally for monetary gain. Club does not mean or include any membership organization that is prohibited by Section 6-9-40(c) of this Code.

Section 5. Codification Amendments. The codifier of Central City's Municipal Code is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Central City Municipal Code.

Section 6. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 7. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive

any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Section 8. Safety Clause. The City Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the City of Central, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 9. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the ____ day of _____, 2014, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

Approved as to form:

Marcus McAskin, City Attorney

ATTEST:

Reba Bechtel, City Clerk

PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the ____ day of _____, 2014.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on _____, 2014.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on _____, 2014.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel City Clerk



AGENDA ITEM #9

CITY COUNCIL COMMUNICATION FORM

FROM: Shawn Griffith

DATE: August 5, 2014

ITEM: Resolution No. 14-14: A resolution of the City Council of the City of Central, Colorado approving an agreement with Golder Associates, Inc. for certain water treatment plant control system improvements. (Griffith)

NEXT STEP: Make a motion to approve the resolution.

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** Request to retain Golder Associates, Inc to assist the City with upgrading the plant control system at the City's water treatment plant, to assist the City with replacing the existing Emerson Control Panel with the Allen-Bradley CompactLogix PLC System, and to provide other services and support services as specifically detailed in Consultant's Proposal dated July 10, 2014 with a not to exceed amount of \$32,150.00.
- II. **RECOMMENDED ACTION / NEXT STEP:** Make a motion to approve the resolution.
- III. **FISCAL IMPACTS:** Not to exceed amount of \$32,150.00 from budget line item #50-433-7421.
- IV. **BACKGROUND INFORMATION:** The Water Treatment Plant has a controls system that is about 15 years old plus upgrades that have occurred over the years. The current hardware and software system has not been supported by manufactures in over 4 years. The new system will allow the City to operate the Plant with the current technology.
- V. **LEGAL ISSUES:** The City Attorney has reviewed.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None

VII. SUMMARY AND ALTERNATIVES:

1. Make a motion approving the resolution
2. Table this request
3. Deny this request.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CENTRAL, COLORADO APPROVING AN AGREEMENT WITH
GOLDER ASSOCIATES, INC. FOR CERTAIN WATER TREATMENT
PLANT CONTROL SYSTEM IMPROVEMENTS**

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

WHEREAS, the City Council of the City of Central, Colorado, desires to retain Golder Associates, Inc. (the "Consultant") to assist the City with upgrading the plant control system at the City's water treatment plant; and

WHEREAS, specifically, the Consultant will assist the City with replacing the existing Emerson Control Panel with the Allen-Bradley CompactLogix PLC System and providing other services and support services as specifically detailed in Consultant's Proposal dated July 10, 2014 (Proposal No. P1407679); and

WHEREAS, a copy of Consultant's Proposal and Consultant's terms and conditions (together constituting the "Agreement") is attached to this Resolution as **Exhibit A**; and

WHEREAS, the City Council desires to engage the Consultant to provide the Services in accordance with the terms and conditions of the Agreement; and

WHEREAS, the Agreement establishes a not to exceed amount of \$32,150.00.

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

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

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

ADOPTED THIS 5th DAY OF AUGUST, 2014.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

APPROVED TO FORM:

By: _____
Reba Bechtel, City Clerk

By: _____
Marcus A. McAskin, City Attorney

**EXHIBIT A
GOLDER ASSOCIATES, INC.
AGREEMENT**



July 10, 2014

Proposal No.: P1407679

Mr. Shawn Griffith
Public Works Director
141 Nevada Street
Central City, CO 80727

RE: CENTRAL CITY WATER TREATMENT PLANT CONTROL SYSTEM IMPROVEMENTS

Dear Shawn:

The support for the existing Emerson ControlWave programmable control systems in place at the Central City Water System is lacking, potentially expensive, and time consuming. As such, the City is reliant on a small community of control systems specialists with specific knowledge working on Emerson systems for system support and maintenance. Replacing these systems with modern widely supported systems will reduce the development and testing time required for system improvements, and offers the City a larger network of vendors to draw upon for support.

Golder Associates Inc. (Golder) is providing this letter to Central City to propose the following scope of work, project schedule, and budget to replace the Emerson ControlWave system at the Central City Water Treatment Plant with an Allen-Bradley CompactLogix PLC system. Allen-Bradley is the dominant manufacturer of control equipment in North America.

1.0 SCOPE OF WORK

Golder's proposed scope of work for Control Network Architecture Improvements includes:

Engineering and PLC Programming

- Convert existing Emerson ControlWave PLC program to Allen-Bradley CompactLogix
- SCADA System Modifications
 - Provide, Install, and Configure Allen-Bradley OPC Server for in-plant control communications
 - Provide, Install, and Configure Iconics Modbus OPC Server for Prospector's Gulch control communications.

PLC and Control Panel Hardware

- Allen Bradley CompactLogix 1769-L24ER-QB1B Programmable Controller with 16 Discrete Inputs (24VDC) and 16 Discrete outputs (24VDC)
- Allen Bradley Flex-IO Expansion I/O with Ethernet Communications
 - Ethernet Communications Module
 - 64 Additional Discrete Inputs, 24 VDC
 - 32 Additional Discrete Outputs, 24 VDC
 - 24 Additional Analog Inputs, 4-20 mA
 - 12 Additional Analog Outputs, 4-20 mA
- B&B Electronics MESR-901 Modbus Ethernet Bridge, required to maintain communication to Prospector's Gulch Pump Station
- Ethernet Switch

I:\PROP2014\1407679\1407679 CCWTP Control Upgrade Proposal Letter 10Jul14.docx

Golder Associates Inc.
44 Union Boulevard, Suite 300
Lakewood, CO 80228 USA

Tel: (303) 980-0640 Fax: (303) 985-2080 www.golder.com



Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

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System Commissioning and As-Built Documentation

- Field replacement of existing Emerson PLC with Allen-Bradley CompactLogix PLC in existing electrical enclosure
- Field loop checks of PLC I/O wiring
- System Testing/Tuning
- One (1) trip, three (3) days for PLC replacement and commissioning
- One (1) set, as-built control drawings in PDF format

2.0 SCHEDULE

Engineering and PLC programming: 4-6 weeks after receipt of order. PLC and Control Panel hardware: 2-4 weeks after Engineering approval. System commissioning will require up to 3 days of plant downtime, and is planned for Fall/Winter 2014 when water demand is low.

3.0 PRICING

Work will be performed in three (3) phases, each invoiced on a time and materials basis not to exceed the budgets below without authorization from the city, with a total project budget not to exceed \$32,150.00

Engineering and PLC Programming – \$10,750.00

PLC and Control Panel Hardware – \$10,100.00

System Commissioning and As-Built Documentation – \$11,300.00

4.0 NOT INCLUDED

- Wire, wiring, conduit, and field installation of any conduit, wire, or cabling between panels, except pre-wired harnesses as noted.
- Mounting stands, support rails or racks.
- Any control panels or components that are provided by others.
- Taxes, Bonds, Permits.
- Anything not specified in the scope of work.

5.0 TERMS AND CONDITIONS

Payment terms are net 30 days. This quotation is valid for 45 days. Orders placed after 45 days are subject to change, based on availability. This is subject to Golder Associates Standard Terms and Conditions of sale.

We appreciate the opportunity to continue to assist Central City with control system improvements. If you have any questions, please contact the undersigned at (303) 980-0540.

Sincerely,

GOLDER ASSOCIATES INC.



Edward J Cookson, PE
Senior Project Engineer



J Kelly Garrod, PE
Associate, Automation

Attachments: Proposal Acceptance Form
Golder Standard Terms and Conditions



GOLDER ASSOCIATES INC.
CHANGE ORDER ACCEPTANCE FORM
(Terms and Conditions)

PROPOSAL NUMBER: P1407679

RE: CENTRAL CITY WATER TREATMENT PLANT CONTROL SYSTEM IMPROVEMENTS

SUBMITTED this 10th day of July, 2014.

BY: _____, for Golder Associates Inc.

The Proposal dated 10 JULY 2014, attached hereto and the Golder Associates Inc. Terms and Conditions (GAIUS F34 RL2, dated 11/2009), as specifically modified by the City of Central (Client), comprise the entire Agreement between Golder Associates Inc. and Client.

ACCEPTED this _____ day of _____, 20____.

BY: _____
(Authorized Representative's Signature on Behalf of Client)

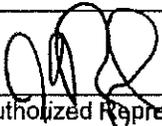
NAME: (Print or Type) _____

TITLE: (Print or Type) _____

FOR: Client Name and Address (Print or Type)

Phone: _____ Fax: _____

Please address invoices to:	Please address deliverables and notices to: Same as invoices: Yes / No, address to:
ATTN:	ATTN:

BY:  _____
(Authorized Representative's Signature on Behalf of Golder Associates Inc.)

NAME: (Print or Type) J. Kelly Gannon

TITLE: (Print or Type) Associate, Automation



1. STANDARD OF CARE

Services performed by GOLDER will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services. No warranty, express or implied is made.

2. INVOICES AND PAYMENT TERMS

Unless otherwise specified in any proposal, GOLDER will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify GOLDER within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. Full payment is due prior to delivery of GOLDER's final deliverable. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum), or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then GOLDER shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by GOLDER in pursuit of past due payments.

Where the cost estimate for the Services is "not to exceed" a specified sum, GOLDER shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded. GOLDER and CLIENT acknowledge and agree that the not to exceed sum for the Services is \$32,150.00.

3. CHANGES

CLIENT and GOLDER recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. Such changes shall change the Services, schedule, and/or the cost, as may be equitable under the circumstances. GOLDER shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. GOLDER shall prepare a change order request outlining the changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to promptly consider the change order request and advise GOLDER in a timely manner in writing on how to proceed. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the CLIENT, then GOLDER shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT.

4. DELAYS AND FORCE MAJEURE

A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Agreement may be delayed. CLIENT shall not hold GOLDER responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the Internet, GOLDER's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of GOLDER. In the event of any such delays, the contract completion date shall be extended accordingly and CLIENT shall pay GOLDER for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

- B. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

5. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data, then GOLDER's obligation to perform those Services is subject to CLIENT's assumption of all Subsurface Risks (such risks being more fully described in Article 12, Subsurface Risks). GOLDER will not be responsible for the independent conclusions, interpretations, interpolations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do GOLDER's Services include making any recommendation, or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

6. INDEMNIFICATION

- A. GOLDER agrees to indemnify and save harmless CLIENT and its officers, directors, and employees from and against all claims, damages, losses or expenses arising from personal injury, death, or damage to third-party property to the extent that all such claims, damages, losses or expenses are finally determined to result directly from GOLDER's negligence. Such indemnification, as limited by Article 7, Limitation of Liability, shall be CLIENT's sole and exclusive remedy against GOLDER.
- B. CLIENT shall, at all times, defend, indemnify and save harmless GOLDER and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of GOLDER, including but not limited to claims made by third parties, or any claims against GOLDER arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or others, and only to the extent permitted by law. Such indemnification shall not apply to the extent that such claims, damages, losses or expenses are finally determined to result directly from GOLDER's negligence.

7. LIMITATION OF LIABILITY

- A. CLIENT shall immediately notify GOLDER in writing of any deficiencies or suspected deficiencies arising directly or indirectly from GOLDER's negligent acts, errors or omissions. Failure by CLIENT to notify GOLDER shall relieve GOLDER of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and GOLDER agree that all liability arising directly or indirectly from this Agreement or the Services of GOLDER shall expire no later than one (1) year from the date of GOLDER's acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.
- B. CLIENT agrees to limit the liability of GOLDER, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("GOLDER Group") to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from GOLDER's acts, negligence, errors or omissions, such that the total aggregate liability of the GOLDER Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or GOLDER's total fee for the Services rendered under this Agreement, whichever is greater.
- C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

8. INSURANCE

A. GOLDER maintains insurance coverage with the following limits:

- (i) Workers' Compensation in compliance with statutory limits
- (ii) Automobile Liability
Combined Single Limit \$1,000,000
- (iii) Commercial General Liability:
Each Occurrence \$1,000,000
General Aggregate \$2,000,000
- (iv) Professional Liability Insurance
Any One Claim \$1,000,000
Policy Aggregate \$3,000,000

B. CLIENT shall not require GOLDER to sign any document or perform any Service which in the judgment of GOLDER would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

9. PROFESSIONAL WORK PRODUCT

- A. The Services provided by GOLDER are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by GOLDER are considered its professional work product (the "Documents"). GOLDER retains all rights to the Documents.
- B. CLIENT understands and acknowledges that the Documents are not intended or represented by GOLDER to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without GOLDER's prior written permission. CLIENT agrees that any reuse unauthorized by GOLDER will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold GOLDER harmless from any loss or liability resulting from the reuse, misuse or negligent use of the Documents.

10. DATA AND INFORMATION

CLIENT shall provide to GOLDER all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. GOLDER shall be entitled to rely upon the Project Information provided by CLIENT or others and GOLDER assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. GOLDER will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on GOLDER's data, interpretations or recommendations.

11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for GOLDER, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT shall obtain permission and execute any required documents for GOLDER to enter the site and perform Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

12. SUBSURFACE RISKS

- A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological and other conditions that GOLDER interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.
- B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. GOLDER will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

- A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens maybe disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, GOLDER will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.
- B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT's direction and expense. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by GOLDER and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste or materials from the project property site, and derived from GOLDER's performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and GOLDER is required to execute any such documents on CLIENT's behalf, CLIENT acknowledges that GOLDER shall be acting only as offeror or agent on behalf of CLIENT. It is understood and agreed that GOLDER is not, and has no responsibility as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against GOLDER and to defend, indemnify and hold GOLDER harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

14. CONTROL OF WORK AND JOB-SITE SAFETY

- A. GOLDER shall be responsible only for its activities and that of its employees and subcontractors. GOLDER's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against GOLDER because of this Agreement or the performance or nonperformance of Services hereunder. GOLDER will not direct, supervise or

control the work of other consultants and contractors or their subcontractors. GOLDER does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.

- B. Insofar as job site safety is concerned, GOLDER is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. GOLDER shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of GOLDER, nor the presence of GOLDER or its employees and subcontractors, shall be construed to imply that GOLDER controls the operations of others or has any responsibility for job site safety.

15. PUBLIC RESPONSIBILITY

CLIENT has a duty to comply with applicable codes, standards, regulations and ordinances, with regard to public health and safety. While GOLDER performs the Services it will endeavor to alert CLIENT to any matter of which GOLDER becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which GOLDER believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard GOLDER's recommendations in these respects, (i) GOLDER shall determine in its sole judgment if it has a duty to notify public officials, and (ii) GOLDER has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty.

16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

- A. Prior to commencing the Services and as part of Project Information defined in Article 10, Data and Information, CLIENT shall furnish to GOLDER all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. GOLDER may rely on such information and documents. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed GOLDER.
- B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not GOLDER's, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against GOLDER and agrees to defend, indemnify and hold harmless GOLDER from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which GOLDER shall be fairly compensated.

17. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, GOLDER shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. GOLDER may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of

termination or suspension. The expenses of termination or suspension shall include all direct costs of GOLDER in completing such analyses, records and reports.

18. DISPUTES

- A. All disputes, claims, and causes one party makes against the other, at law or otherwise, including third party or "pass-through" claims for indemnification and/or contribution, which amount to a claim of more than \$50,000 shall be initiated, determined, and resolved by arbitration in accordance with the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any claims by GOLDER against CLIENT involving failure to make payment pursuant to Article 2, Invoices and Payment Terms, as well as an alleged misappropriation or misuse of GOLDER's Intellectual Property pursuant to article 19, or confidential information may be resolved through any legal or equitable means or any form of alternative dispute resolution.
- B. In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

19. INTELLECTUAL PROPERTY

- A. If the Services require GOLDER to provide CLIENT with the right to use or access proprietary GOLDER software, programs, information management solutions, hosting services, technology, information or data ("GOLDER Products"), GOLDER grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the GOLDER Products for CLIENT's internal purposes, solely in connection with the Services. Except for this limited license, GOLDER expressly reserves all other rights in and to the GOLDER Products.
- B. GOLDER's Right to Use CLIENT Materials - If the Services require CLIENT to provide GOLDER with the right to use or access proprietary CLIENT software, programs, technology, information or data ("CLIENT Products"), CLIENT grants GOLDER a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.
- C. Intellectual Property General - GOLDER shall own all Intellectual Property (as hereinafter defined) associated with the Services and the GOLDER Products, together with any modifications, updates or enhancements to said Intellectual Property. GOLDER grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to GOLDER any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. GOLDER may use and publish the CLIENT's name and give a general description of the Services rendered by GOLDER for the purpose of informing other clients and potential clients of GOLDER's experience and qualifications.
- D. GOLDER shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of GOLDER shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If GOLDER performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless GOLDER and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

20. INFORMATION MANAGEMENT

- A. CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, GOLDER's hardcopy shall prevail.
- B. Some GOLDER Products may be offered to CLIENT via the Internet and some GOLDER Products may utilize wireless radio communications. Atmospheric, meteorological, topographical and other conditions can affect the performance of any wireless device, software or technology (including, but not limited to information management solutions, hosting services, ftp and extranet services), just as application size, traffic, bottlenecks and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of GOLDER and that GOLDER makes no representations or guarantees that CLIENT will be able to access any particular GOLDER Product at any given time without any error or interruption.

21. MISCELLANEOUS

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- C. CLIENT acknowledges and agrees that GOLDER can retain subconsultants, who may be affiliated with GOLDER, to provide Services for the benefit of GOLDER. GOLDER will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from GOLDER and not GOLDER's affiliated companies. To the maximum extent allowed by law, CLIENT acknowledges and agrees it will not have any legal recourse, and waives any expense, loss, claim, demand, or cause of action, against GOLDER's affiliated companies, and their employees, agents, officers and directors.
- D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- E. All representations and obligations (including without limitation the obligation of CLIENT to indemnify GOLDER in Article 6 and the Limitation of Liability in Article 7) shall survive indefinitely the termination of the Agreement. CLIENT acknowledges that it may not use GOLDER's name or any reference to the Services in any press release or public document without the express, written consent of GOLDER.
- F. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- G. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of the State of Colorado unless the law of another jurisdiction must apply for this Agreement to be enforceable.

- H. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to CLIENT or GOLDER, as the case may be, at the addressee set forth in the Proposal Acceptance Form in regard to the CLIENT, and as listed on the Proposal in regard to GOLDER, with postage thereon fully prepaid if sent by mail or express courier.
- I. CLIENT represents and warrants that the individual signing the Proposal Acceptance Form is an authorized representative of CLIENT and has authority to bind the CLIENT.

J. Article X, Section 20/TABOR. The Parties understand and acknowledge that the City of Central is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties intend that the Services to be provided by GOLDER shall be completed on or before December 31, 2014 and that all payments required by this Agreement shall be made by CLIENT to GOLDER by that date. 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 shall be expressly dependent and conditioned upon the continuing availability of funds beyond December 31, 2014. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City of Central, and other applicable law.

K. 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.



City of Central
141 Nevada Street / Post Office Box 249
Central City, Colorado 80427
(303) 582-5251 / www.centralcitycolorado.us

OFFICE OF THE CITY MANAGER



Hello Central City:

I'm Daniel Miera, your new City Manager, providing you with a brief introduction, as well as an overview of my management philosophy for Central City, as both an organization and a service center for the community.

With relevant experience in both the public and private sectors, including service at the local government level, I come to you not only as a public servant, but also as a newly engaged member of the community with a vested interest in its future. My wife and two children have joined me in my commitment to make Central City our new home, and we are extremely excited to be here!

I'm beginning my work with City staff to discover and implement more efficient and effective ways of addressing the many challenges that face municipalities in general, and Central City in particular. Our team will move forward with a positive attitude and adopt the perspective that challenges are not problems, but rather opportunities for improvement. We may not be able to move mountains, but we will certainly be persistent in our efforts to tunnel through the issues at greater speed. We will also strive to approach our most basic mission in providing for the community's *health, safety, and welfare* in a service-oriented, business-minded, and customer-friendly fashion.

In addition to my open door policy with staff, I also plan to make myself available to residents and community leaders. If you see me around town, please make contact with me so I can begin to get to know as many of you as possible. Also, should you be interested in sharing any of your thoughts, ideas, or concerns, please feel free to give me a call, send me written correspondence (through e-mail or postal mail), or deposit a message into the *Suggestions/Comments* box, which will soon be located within the lobby at City Hall.

I look forward to working with everyone and contributing as much as possible to the future successes of this community.

Very truly yours,

A handwritten signature in blue ink that reads "Daniel R. Miera". The signature is fluid and cursive.

Daniel R. Miera
manager@cityofcentral.co

DATE: July 31, 2014
TO: Mayor & Council
FROM: Whitney Blake, Finance Clerk

- Processed misc. invoicing
- Updated check listing and cash flow report for Council packet
- Processed insurance paperwork
- Processed bi-weekly payroll and all associated tax and retirement filings
- Processed Accounts Payable
- Processed Accounts Receivable and prepared weekly deposits
- Administered Court
- Added Art Vendors to Visitor Center Computer and Checked Inventory

To: Mayor Engels, and City Council

From: Reba Bechtel, City Clerk

Date: August 5, 2014

Re: Bi-weekly Report

- Council minutes and packet prep.
- Met with staff and consultant to prep for Community Comp Plan meeting for August 6.
- Processed and issued liquor license renewal for Central City Social Club at 112 Lawrence Street.
- Worked with Interim Finance Director Blake on short term loan docs.
- Prepped election packets. Met with County Clerk to review process.

IMPORTANT ELECTION DATES

- Aug 5-25 Petition period
 - Oct 14-17 Ballots mailed to all voters
 - Oct 20 Voter Service & Polling Center (VSPC) open at Gilpin County Courthouse 203 Eureka St 8-4:30 M-F; 9-1 Sat; 7-7
 - Nov 4 ELECTION DAY
- Misc special event, building permit, code questions, HP, and zoning information.

To: Mayor Engels, and City Council

From: Shawn Griffith, Utilities Superintendent

Date: August 5, 2014

Re: Bi-weekly Report

- FEMA – The City received one response from the RFP issued for the Parkway FEMA work. The results will be discussed at the work session.
- AT&T – City Staff spoke to the representatives from AT&T. The results of which will be discussed at the work session
- Quartz Hill – has been delayed, largely in part by the monsoonal rains in the last week. The expected new target date for completion will be in later half of August.
- Water Department – through the persistence of Royce and Cindy is back to recycling water through the filter plant. Special kudos to those two for their ongoing efforts to save water, chemicals and electricity = \$\$.
- Nevada St Repair & Patching – (the dip in the road by the wall) is complete. PW employees worked long hours to make sure traffic was always flowing and they produced a much better patch than had been there over previous years.
- GIS Project – continues to move ahead as discussed in early reports. Recently it has come to light that the County had completed an extensive GIS data gathering project around 2008. I called the County, and spoke to Ray Rears and Tony Peterson about the GIS information available. Tony Peterson informed me that the County had only information on lot lines, boundaries and some fixtures pertaining to CC. (like certain buildings and etc.) The County has been updating their maps using an outside contractor. They had only enough resources to focus on County areas. They would not have any interest in having the type of GIS information currently being gathered by CC staff.