CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, September 19, 2017 @ 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          Kathryn Heider
   Mayor Pro-Tem  Shirley Voorhies
   Council members Judy Laratta
                    Jeff Aiken
                    Mary Bell

3. Pledge of Allegiance

4. Additions and/or Amendments to the Agenda.

5. Conflict of Interest.

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

   Regular Bill lists through September 13;
   City Council minutes: September 5, 2017; and
   Ratify HPC approvals: HR 17-13 400 Lawrence Street; HR 17-14 TBD East 1st High Street;
   HR 17-15 110 Lawrence Street

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. 2016 Audit Presentation (Adame)

8. Resolution No. 17-24: A resolution of the City of Central Water Fund Enterprise approving a loan agreement between the Colorado Water Resources and Power Development Authority and the City of Central, Colorado, acting by and through it’s Water Fund Enterprise (Drinking Water Revolving Fund Design and Engineering Loan Agreement – 100% Principal Forgiveness) in the principal amount of not to exceed $62,505 for the purpose of financing the Design and Engineering costs related to the City’s replacement of raw water intakes at certain City diversion structures; authorizing the form and execution of a loan agreement and a governmental agency bond evidencing the loan; and prescribing other details in connection therewith. (McAskin)
9. Resolution No. 17-25: A resolution of the City Council of the City of Central, Colorado approving Amendment No. 2 to Professional Services Agreement with W2 Engineers, LLC for On-Call Water Engineering Services. (McAskin)

10. Resolution No. 17-26: A resolution of the City Council of the City of Central, Colorado awarding a bid for the Central City 2017 Asphalt Paving Projects (RFP 2017-6) and authorizing the City Manager to execute a construction contract with The Perfect Patch Asphalt Co. (Hoover)

11. Acceptance of 2018 CIRSA Property/Casualty & WC Quotes (Adame)

REPORTS –

12. Staff updates –
   a. Leavitt Street

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. §§ 24-6-402(4)(b), to receive legal advice on specific legal questions relating to draft findings set forth in the state audit performed pursuant to Senate Bill 16-073 related to the City’s utilization of State Historical Fund distributions.

ADJOURN. Next Council meeting October 10, 2017.

 Posted 9/14/2017

Please call Reba Bechtel, City Clerk at 303-582-5251 at least 48 hours prior to the Council meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting.
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CITY OF CENTRAL
CITY COUNCIL MEETING
September 5, 2017

CALL TO ORDER
A regular meeting of the City Council for the City of Central was called to order by Mayor Heider at 7:07 p.m., in City Hall on September 5, 2017.

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

Absent: None

Staff Present: City Manager Miera
Attorney McAskin
City Clerk Bechtel
Community Development Director Rears
Public Works Director Hoover
Utilities Director Nelson
Fire Chief Allen

The Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA
The agenda was approved with the addition of moving Public Forum #2 up with Public Forum #1; adding a discussion of a property exchange request to the Executive Session topics; and correct the agenda for item #11 to Resolution No.17-23.

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

CONSENT AGENDA
Mayor pro tem Voorhies moved to approve the consent agenda containing the regular bill lists through August 30 and the City Council minutes for the meeting on August 15, 2017. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION (for both items on agenda and not on the agenda)
Comments related to the repair of the water general topic from the work session included the need for the accessibility with dangerous road conditions to get water from Idaho Springs; water for fire mitigation; questions regarding replacement cost of the system vs. revenues received from users of the system; holding the person who damaged the system accountable; an important service with more homes being built in Russell Gulch will add users and revenues to the system;
residents offered to support the City in request for cost participation by the County; as well as thank you for the service that has been provided for many years.

Joyce White, 105 Spruce Street, encouraged changes and enforcement for truck traffic on Spruce and speeding vehicles.

John Friery, 224 E 4th High Street, commented regarding patching streets rather than a long term fix of paving; demo Belvidere rather repair; and Council protocol.

ACTION ITEMS: NEW BUSINESS
Historic Preservation Annual Report
Historic Preservation Officer Rears reviewed information from the Land Development Code (LDC) Section 16-8-104.6 Historic Preservation Commission requires an annual report to City Council. “Through City Staff, to report annually to the City Council. The report shall include a review of the HPC’s decisions rendered during the year, a general survey addressing the appearance and condition of buildings in the City and comments on community trends.” The City is required to provide a Colorado Certified Local Government (CLG) 2017 Annual Report to maintain our CLG status. The report covers the state fiscal year from July 2016 – June 2017. Some of the highlights in that report include the following:

1) Advised the State of our Preservation Ordinance changes as they generally relate to the adoption of the LDC and approval of the Central City Design Guidelines;
2) The appointment of J. Mitchell and B. Thieleman to the commission;
3) Our continued 40% professional threshold for preservation professionals as it relates to voting membership on the commission;
4) Full HPC training participation (one member per year is required to participate in training each year);
5) 21 Public Meetings held;
6) 265 Designated structures in the National Historic Landmark District within Central City; and
7) 24 cases reviewed by the commission of which 22 were approved and two were denied.

In regards to the City required reporting to council, staff finds that the HPC decisions are well thought out, based on the facts provided, ensuring each applicant a fair hearing based on the code requirements in place. In addition, staff very much appreciates of all of the extra time and dedication to the City that the commission members provided during the code update process. The quality product we have in place would not be possible without their invaluable input and direction.

A general survey of the appearance and condition of buildings in the City is somewhat subjective determination, and staff finds that there is a need for increased maintenance of both residential and commercial properties within the City, though there has been some positive improvements made in this regard both by voluntary and court/city ordered action.

Staff comments on community trends include an increased level of outside development interest in the community, primarily focused on our incredible historic resources found uniquely within Central City. In addition, there continues to be interest from the citizens and property owners in the
City for a grant program to return to assist with home repairs. Staff has been active in promoting both the Colorado Residential and Commercial Tax Credit Program, as an alternative to a City sponsored grant program. The HPC will be sponsoring a public rollout of the new design guidelines and will continue to promote the state tax program.

**Central City Promise Program Request – Daniel Madrigal-Garcia (Miera)**
The Central City Promise Program was initiated by City Council to encourage high school graduates and G.E.D. recipients of Central City to make post-secondary education a priority. The Promise Program helps make it possible for Central City residents to attend a university, community college or trade school by providing assistance with the costs associated with attending one of these educational institutions.

Mr. Madrigal-Garcia has submitted all of the required information and paperwork and is requesting Promise Program funds in the amount of $5,000.00 in 2017. Mr. Madrigal-Garcia is continuing his post-secondary education at Colorado State University and has received previous Promise Program disbursements in 2016 for a total of $5,000.00.

The Promise Program Guidelines limit the amount that an individual can receive to a total of $20,000 or four (4) years of funding. Review Promise Program request for scholarship and determine whether to grant funding. The 2017 Budget has $15,000 allocated for the Promise Program. This is the second formal request received-to-date for FY 2017. Granting the above request will leave a remaining balance of $5,000.00.

Mr. Madrigal-Garcia, 300 Lawrence, 2nd year communications student, thanked Council for their support.

Alderman Aiken moved to approve the Central City Promise Program Request for Daniel Madrigal-Garcia in the amount of $5,000 for continuing post secondary educational tuition assistance in 2017. Alderman Bell seconded, and without discussion, the motion carried unanimously.

**Resolution No. 17-21: A resolution of the City Council of the City of Central, Colorado reaffirming the City’s support for the Federal Fair Housing Act.**

CDD Rears explained that the City received a Community Development Block Grant – Disaster Relief grant, administered from the Colorado Department of Local Affairs for us to hire a firm to complete the *Central City Disaster Resiliency & Recovery Master Plan* which was satisfied in June of this year. The funds originated from the U.S. Department of Housing and Urban Development (HUD), as such a number of project closeout conditions are required of the City to ensure compliance.

One of those requirements include that the City is actively promoting the Fair Housing Act requirements and this resolution will satisfy that requirement. The attached resolution is based on the template provided to staff from DOLA.

Mayor pro tem Voorhies moved to approve Resolution No. 17-21: A resolution of the City Council of the City of Central, Colorado reaffirming the City’s support for the Federal Fair
Housing Act Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Resolution No. 17-22: A resolution of the City Council of the City of Central, Colorado awarding a bid for the Central City 2017 Concrete Flatwork Project (RFP 2017-5) and authorizing the City Manager to execute a construction contract with Fasick Concrete, Inc. Public Works Director Hoover reviewed the background as follows: on August 7, 2017 the City solicited proposals for the Central City 2017 Concrete Flatwork Project (RFP No. 2017-5) in accordance with Colorado law by posting a request for proposals ("RFP") on the Rocky Mountain Bid Net System.

Staff has evaluated the unit price bids received from the two (2) firms that submitted proposals by the applicable due date together with the specific criteria set forth in the RFP, and after full consideration of the bids submitted and the recommendation of the City’s Public Works Director, finds that Fasick Concrete, Inc., the successful bidder, hereinafter the submitted the responsible and responsive bid for the Project.

It is in the best interests of the City to award the bid for the Project to the Contractor in the not to exceed amount of $108,345.50, based on the unit price(s) set forth in the Contractor’s bid and the estimated work quantities associated with the Project. This is a budgeted expenditure. The scheduled start date for this project is September 18, 2017, with an anticipated end date of two weeks and no later than October 31, 2017.

This project will be on Gregory Street to the Y and the Black Hawk construction project will pave up to that point following their road work.

Alderman Bell moved to approve Resolution No. 17-22: A resolution of the City Council of the City of Central, Colorado awarding a bid for the Central City 2017 Concrete Flatwork Project (RFP 2017-5) and authorizing the City Manager to execute a construction contract with Fasick Concrete, Inc. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Resolution No. 17-23: A resolution of the City Council of the City of Central, Colorado adopting a Duplication of Benefits Policy for Community Development Block Grant-Disaster Recovery Funding.

CDD Rears explained that the City received a Community Development Block Grant – Disaster Relief grant, administered from the Colorado Department of Local Affairs for us to hire a firm to complete the Central City Disaster Resiliency & Recovery Master Plan which was satisfied in June of this year. The funds originated from the U.S. Department of Housing and Urban Development (HUD), as such a number of project closeout conditions are required of the City to ensure compliance.

One of those requirements include that the City either create and adopt their own Duplication of Benefits Policies and Procedures or adopt DOLA’s. The resolution before you would adopt DOLA’s Policies and Procedures, as they relate to federal grant funds. The policy essentially
ensures that any grant funds were not already allocated with City funds, or some other outside funding source and ensures the project would not

Mayor pro tem Voorhies moved to approve Resolution No. 17-23: A resolution of the City Council of the City of Central, Colorado adopting a Duplicaton of Benefits Policy for Community Development Block Grant-Disaster Recovery Funding. Alderman Bell seconded, and without discussion, the motion carried unanimously.

REPORTS
CDD Rears reviewed the final mock up of the Wayfinding Signs which will be ordered this week.

Manager Miera reviewed the upcoming meeting dates for Council: September 19, October 10 with no meetings on October 3 and 17.

COUNCIL COMMENTS – None

EXECUTIVE SESSION
At 8:11 p.m., Mayor pro tem Voorhies moved to go into Executive Session pursuant to C.R.S. §§ 24-6-402(4)(b) and -402(4)(e), to discuss specific legal questions and to instruct negotiators concerning pending water rights cases and matters, including Case No. 16CW3149 and the James Peak/Echo Lake matter and to discuss a property exchange request which may be submitted under Article VI of Chapter 4 of the Municipal Code; and I further move to reconvene the September 5th regular City Council meeting at the conclusion of the executive session for the sole purpose of adjourning the September 5th meeting. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

The next Council meeting is scheduled for September 19, 2017 at 7:00 p.m.

Kathryn A. Heider, Mayor

Reba Bechtel, City Clerk
CERTIFICATE OF APPROPRIATENESS

Historic Preservation Commission

Pursuant to The City of Central Municipal Code, Land Development Code, Article 2. Historic Preservation; Article 8. Administration and Enforcement and the Central City Design Guidelines and following a hearing before this commission to review this proposal this certificate is hereby granted.

Case: HR 17-13
Address: 400 Lawrence Street
Applicant: Matt Monahan
For: Construction of a 15’ x 20’ (300 sq. ft.) wood shed with a gable roof, 4 in. horizontal lap siding, and gable wood doors facing toward the west and not directly facing the street, as detailed in the official records.

Reviewed by the commission this 13th day of September, 2017

HPC Chair or HPO

This certificate shall expire one-year after issuance, unless a building permit has been issued. A building permit is required for installation.

Per Section 16-8-107 Ratification by City Council occurred on September 19, 2017.
From: Matt. M kiwi466@live.com
Subject: Shed
Date: Aug 27, 2017, 3:56:30 PM
To: Matt. M kiwi466@live.com

Sent from my iPhone
CERTIFICATE OF APPROPRIATENESS

Historic Preservation Commission

Pursuant to the City of Central Municipal Code, Land Development Code, Article 2, Historic Preservation, Article 8, Administration and Enforcement and the Central City Design Guidelines and following a hearing before this Commission to review this proposal, this certificate is hereby granted.

Case:
HR 17-14

Address:
TBD East 1st, High Street – Blk 9, Lot 15
Hayward

Applicant:
Gary Detweiler and Heidi Schmutz

For:

Construction of a 12' x 24' garage and a 12' x 20' attached carport (total of 528 sq. ft.) 20 ft. max height designed in a mining cottage style post constructed of wood and roof of corrugated core 10 metal, four plain 2' x 2' wood windows on the west and east side with slightly larger window on the south side along with one set of 4' x 6' shutters, as detailed in the official records along with the following conditions: 1) All exposed foundations shall be in a haphazard manner, similar to the attached photo wood shed and 3) That the HPC review and approve a landscaping plan, ensuring the protection of existing rock outcroppings and mitigating the direct view of the drive from the roadway.

Reviewed by the commission this day of September, 2017.

HPC Chair or HPO

This certificate shall expire one year after issuance, unless a building permit has been issued. A building permit is required for installation.

Per Section 16.8.107 Ratification by City Council occurred on September 19, 2017.
CERTIFICATE OF APPROPRIATENESS

Historic Preservation Commission

Pursuant to The City of Central Municipal Code, Land Development Code, Article 2. Historic Preservation; Article 8. Administration and Enforcement and the Central City Design Guidelines and following a hearing before this commission to review this proposal this certificate is hereby granted.

Case: HR 17-15
Address: 110 Lawrence Street
Applicant: Philip Hayes
For: Construction of an interior finish third floor residential apartment, which necessitates the need for egress for a exterior sunroom to be constructed in the rear roof portion of the building, which will include an exterior deck, black rail staircase and gate in the rear along East First High Street. The exterior door and windows will be wood and the entire sunroom exterior shall be constructed of rust colored metal siding. As detailed in the official records.

Reviewed by the commission this 13th day of September, 2017

HPC Chair or HPO

This certificate shall expire one-year after issuance, unless a building permit has been issued. A building permit is required for installation.

Per Section 16-8-107 Ratification by City Council occurred on September 19, 2017.
AGENDA ITEM # 7
CITY COUNCIL COMMUNICATION FORM

FROM: Abigail R. Adame, Finance Director
DATE: September 19, 2017
ITEM: 2016 Audit Presentation
NEXT STEP: Make a motion to accept the City of Central's 2016 Audited Financial Statements.

I. REQUEST OR ISSUE: In April of this year, Swanhorst & Company LLC performed an audit of the City's financial procedures, practices, and financial statements for the year ended December 31, 2016. Over the course of the past few months staff and Swanhorst & Company have worked together to draft and prepare the finalized 2016 Audited Financial Statements.

The financial statements illustrate the financial activities of the City over the course of 2016 and present the City's financial information, in whole and as separate units, as of December 31, 2016.

State law requires the City to submit the audited financial statements to the Colorado Department of Local Affairs. It is customary for the auditor to review the statements with the Council and for the Council to accept the financial statements as presented in the form of a motion.

II. RECOMMENDED ACTION / NEXT STEP: Make a motion to accept the City of Central's Audited 2016 Financial Statements.

III. FISCAL IMPACTS: None.

IV. BACKGROUND INFORMATION: Please review the Audited Financial Statements that follow this Council Communication Form. I have also attached the Management Discussion & Analysis as it offers a narrative overview and analysis of the financial statements and financial activities of the City for the fiscal year...
that ended December 31, 2016.

V. **LEGAL ISSUES:** None.

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

VII. **SUMMARY AND ALTERNATIVES:**

1. Make a motion to accept the City of Central's 2016 Audited Financial Statements.
AGENDA ITEM # 8
CITY COUNCIL COMMUNICATION FORM

TO: Mayor Heider and Members of City Council
FROM: Jason Nelson, Utilities Director
THROUGH: Christiana McCormick, Assistant City Attorney
DATE: September 13, 2017 (Meeting Date September 19, 2017)
ITEM: Resolution No. 17-24

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I. REQUEST OR ISSUE: Resolution 17-24 ("Resolution") approves a loan agreement between the City of Central, acting through its Water Fund Enterprise ("Enterprise"), and the Colorado Water Resources and Power Development Authority ("CWRPDA"). The Resolution authorizes the execution of the loan agreement and a governmental agency bond to further secure the loan.

II. BACKGROUND: The Enterprise, comprised of the members of City Council, is a government-owned business created pursuant to Title 37, Article 45.1 of the Colorado Revised Statutes. The Enterprise has determined that there is a need to undertake certain engineering and design work associated with the replacement and repair of raw water intakes at the Miner’s Gulch Diversion Structure, Peck’s Gulch Diversion Structure, and the Broomfield Gulch Diversion Structure (the “Project”). The design and engineering work will be completed by W2 Engineers, LLC. The Project’s estimated completion date is January 31, 2018.

City staff has determined that it is in the best interests of the Enterprise to enter into a loan
agreement with CWRPDA to finance the Project. Under the loan agreement, the CWRPDA will loan the Enterprise an amount not to exceed **Sixty-Two Thousand Five Hundred Five Dollars and No Cents ($62,505.00)**, and the loan is structured as a one hundred percent (100%) principal forgiveness loan. Presently, it is anticipated that the loan will close on October 3, 2017.

III. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution No. 17-24.

IV. **FISCAL IMPACTS:** N/A.

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

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

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

**PROPOSED MOTION:** "I MOVE TO APPROVE RESOLUTION NO. 17-24, A RESOLUTION OF THE CITY OF CENTRAL WATER FUND ENTERPRISE APPROVING A LOAN AGREEMENT BETWEEN THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY AND THE CITY OF CENTRAL, COLORADO, ACTING BY AND THROUGH ITS WATER FUND ENTERPRISE; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH."
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 17-24

A RESOLUTION OF THE CITY OF CENTRAL WATER FUND ENTERPRISE
APPROVING A LOAN AGREEMENT BETWEEN THE COLORADO WATER
RESOURCES AND POWER DEVELOPMENT AUTHORITY AND THE CITY OF
CENTRAL, COLORADO, ACTING BY AND THROUGH ITS WATER FUND
ENTERPRISE (DRINKING WATER REVOLVING FUND DESIGN AND
ENGINEERING LOAN AGREEMENT – 100% PRINCIPAL FORGIVENESS) IN
THE PRINCIPAL AMOUNT OF NOT TO EXCEED $62,505 FOR THE PURPOSE
OF FINANCING THE DESIGN AND ENGINEERING COSTS RELATED TO THE
CITY’S REPLACEMENT OF RAW WATER INTAKES AT CERTAIN CITY
DIVERSION STRUCTURES; AUTHORIZING THE FORM AND EXECUTION OF
A LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND
EVIDENCING THE LOAN; AND PRESCRIBING OTHER DETAILS IN
CONNECTION THERewith

WHEREAS, the City of Central Water Fund Enterprise (the “Enterprise”) is a duly
created water enterprise existing under the provisions of Title 37, Article 45.1, Colorado Revised
Statutes; and

WHEREAS, the Enterprise has no authority to levy or collect or use in its operations
taxes, whether sales taxes, use taxes or ad valorem taxes; and

WHEREAS, the City Council of the City of Central (the “Council”) is acting hereunder
as the governing body of the Enterprise; and

WHEREAS, the Enterprise is a government owned business authorized to issue its own
revenue bonds and receiving under ten percent (10%) of annual revenue and grants from all
Colorado state and local governments combined and it is hereby determined that the Enterprise is
an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the City, acting by and through the Enterprise, has heretofore determined
the need to undertake design and engineering associated with the replacement of raw water
intakes at the Miner’s Gulch Diversion Structure, the Peck’s Gulch Diversion Structure and the
Broomfield Gulch Diversion Structure (collectively, the “Project”); and

WHEREAS, the Council, acting by and through the Enterprise, has determined and
hereby determines that it is in the best interests of the City, and the residents thereof, to enter into
a loan agreement (the “Loan Agreement”) with the Colorado Water Resource and Power
Development Authority (the “CWRPDA”) pursuant to which CWRPDA will loan to the
Enterprise an amount not to exceed $62,505, which will be forgiven in accordance with the terms
of the Loan Agreement; and
aggregate principal amount of not to exceed $62,505, for the purpose of paying the costs of the Project (the “Project Costs”). The accomplishment of the Project is hereby authorized, approved, and ordered. The Bond shall be issued pursuant to the Loan Agreement and is subject to Principal Forgiveness as set forth in the Loan Agreement.

Section 4. Election to Apply Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”) provides that a public entity may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Council hereby elects to apply some of the provisions of the Supplemental Act to the Loan Agreement and the Bond.

Section 5. Special Obligations. The Authority may not look to any general or other fund of the City or Enterprise for payment of the Bond or Loan Agreement. The Bond shall not constitute a debt or indebtedness of the City or the Enterprise within the meaning of Article XI, Section 6 of the Colorado Constitution or any statutory provision or limitation; nor shall it be considered or held to be a general obligation of the City.

Section 6. Bond Details. The Bond shall be in the principal amount of not to exceed $62,505, which amount shall be forgiven in accordance with the Loan Agreement. The Enterprise shall execute and deliver to the Authority the Bond pursuant to the Loan Agreement. The Bond shall be substantially in the form set forth in the Loan Agreement.

Section 7. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Bond shall contain a recital that is issued pursuant to the Supplemental Act. Such recital shall be conclusive evidence of the validity and regularity of the issuance of the Bond after its delivery for value.

Section 8. No Recourse Against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the City of Central or Enterprise acts in good faith, no civil recourse shall be available against such member, officer or agent for payment of the principal, interest or prior redemption premiums on the Bond. Such recourse shall not be available either directly or indirectly through the Council, the City or the Enterprise, or otherwise whether by virtue of any constitution, statute rule of law, enforcement of penalty or otherwise. By the acceptance of the Bond and as part of the consideration of its sale or purchase, any person purchasing or selling such Bond specifically waives any such recourse.

Section 9. Form and Execution of the Bond. The Bond shall be executed with a facsimile or manual signature of the Mayor of the City, sealed with a facsimile or manual impression of the seal of the City, and attested by the facsimile or manual signature of the City Clerk. Should any officer whose facsimile or manual signature appear on the Bond cease to be such an officer before delivery of the Bond to a purchase, such facsimile or manual signature shall nevertheless be valid and sufficient for all purposes.

Section 10. Authorization to Execute Documents. The Mayor and City Clerk shall and they are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution, including, but not limited to, the execution of such certificates and affidavits as may be reasonably required. The execution by the Mayor of the City
or any document authorized herein shall be conclusive proof of the approval by the City of the terms thereof.

Section 11. Authorized Officers. Daniel R. Miera, City Manager of the City of Central, and Abigail Adame, City Finance Director, are hereby authorized to act as the “Authorized Officer” under the Loan Agreement (as such term is therein defined), and to furnish their names to the Authority in accordance with the Loan Agreement. Any successor(s) to the Authorized Officers identified in this Section 11 shall be designated by resolution of the City of Central Water Fund Enterprise.

Section 12. Costs and Expenses. All costs and expenses incurred in connection with the issuance and payment of the Bond shall be paid either from the proceeds of the Bond or from legally available moneys of the Enterprise, or from a combination thereof.

Section 13. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the City and the members of the Council, not inconsistent with the provisions of this Resolution, relating to the authorization, sale, issuance, and delivery of the Bond are hereby ratified, approved and confirmed.

Section 14. Resolution Irrepealable. After the Bond has been issued, this Resolution shall constitute a contract between the Authority and the Enterprise, and shall be and remain irrepealable until the Bond has been fully satisfied and discharged as herein provided.

Section 15. Repealer. All orders, bylaws, resolutions of the Enterprise, or parts thereof, inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

Section 16. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

Section 17. Effective Date. This Resolution shall be effective immediately upon adoption.

ADOPTED THIS 19th DAY OF SEPTEMBER, 2017.

CITY OF CENTRAL, COLORADO

By: ____________________________

Kathryn A. Heider, Mayor

ATTEST: ____________________________

APPROVED TO FORM: ____________________________
By: ____________________________
    Reba Bechtel City Clerk

By: ____________________________
    Marcus A. McAskin, City Attorney
LOAN AGREEMENT

BETWEEN

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY

AND

CITY OF CENTRAL, COLORADO, ACTING BY AND THROUGH ITS WATER FUND ENTERPRISE

DATED

D&E loan 100% Principal Forgiveness
DRINKING WATER REVOLVING FUND DESIGN AND ENGINEERING LOAN
AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of this ______ day of ______ 2017
by and between COLORADO WATER RESOURCES AND POWER DEVELOPMENT
AUTHORITY (the "Authority"), a body corporate and political subdivision of the State of
Colorado, and the CITY OF CENTRAL, COLORADO, ACTING BY AND THROUGH ITS
WATER FUND ENTERPRISE, constituting a water activity enterprise” within the
meaning of Title 37, Article 45.1, C.R.S. (the "Governmental Agency").

WITNESSETH THAT:

WHEREAS, the United States, pursuant to the federal Safe Drinking Water Act of 1996,
assists state and local participation in the financing of the costs of drinking water system projects
and said federal Drinking Water Act requires each state to establish a drinking water revolving
fund to be administered by an instrumentality of the State.

WHEREAS, the Authority was created to initiate, acquire, construct, maintain, repair, and
operate or cause to be operated certain water resource projects, and to finance the cost thereof;

WHEREAS, Section 37-95-107.8, Colorado Revised Statutes, has created a Drinking Water
Revolving Fund to be administered by the Authority;

WHEREAS, the Governmental Agency has completed the necessary steps to finance all or a
portion of the cost of certain design and engineering expenses;

WHEREAS, the Colorado Legislature has approved a Project Eligibility List that includes
the water resource project proposed by the Governmental Agency to be financed hereunder;

WHEREAS, the Governmental Agency has made timely submission of a Project Needs
Assessment to the Authority for financing under the Drinking Water Revolving Fund to finance
a portion of the design and engineering cost of a certain water resource project, and the SRF
committee has reviewed the Governmental Agency's Project Needs Assessment and
recommended funding from available funds in the Drinking Water Revolving Fund in an amount
not to exceed the amount of the loan commitment set forth in Exhibit B hereto to finance 80% of
the design and engineering costs of the project, provided the remaining 20% of the design and
engineering costs are paid by the Governmental Agency. However, these 20% matching funds
shall be reimbursed if the Governmental Agency executes a loan under the Drinking Water
Revolving Fund to complete the Project for which the design and engineering costs were paid;

WHEREAS, the Governmental Agency will issue its bond to the Authority to evidence said
loan and its obligations hereunder to the Authority;
NOW THEREFORE, for and in consideration of the award of the loan by the Authority, the Governmental Agency agrees to perform its obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Act" means the "Colorado Water Resources and Power Development Authority Act," being Section 37-95-101 et seq. of the Colorado Revised Statutes, as the same may from time to time be amended and supplemented.

"Authority" means the Colorado Water Resources and Power Development Authority, a body corporate and political subdivision of the State of Colorado duly created and validly existing under and by virtue of the Act.

"Authorized Officer" means, in the case of the Governmental Agency, the person whose name is set forth in Paragraph (7) of Exhibit B hereto or such other person or persons authorized pursuant to a resolution or ordinance of the governing body of the Governmental Agency to act as an Authorized Officer of the Governmental Agency to perform any act or execute any document relating to the Loan, the Governmental Agency Bond, or this Loan Agreement, whose name is furnished in writing to the Authority.

"Commencement Date" means the date of commencement of the term of this Loan Agreement, as set forth in Paragraph (1) of Exhibit B attached hereto and made a part hereof.

"Cost" means those costs that are eligible to be funded and that are reasonable, necessary and allocable to the Project and are associated with the Project Needs Assessment.

"Event of Default" means any occurrence or event specified in Section 5.01 hereof.

"Federal Capitalization Agreement" means the instrument or agreement established or entered into by the United States of America Environmental Protection Agency with the Authority to make capitalization grant payments pursuant to the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f et seq.)

"Governmental Agency" means the entity that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assigns.
"Governmental Agency Bond" means the bond executed and delivered by the Governmental Agency to the Authority to evidence the Loan and its obligations to the Authority pursuant to the Loan, the form of which is attached hereto as Exhibit D and made a part hereof.

"Loan" means the loan made by the Authority to the Governmental Agency to finance or refinance a portion of the design and engineering Cost of the Project pursuant to this Loan Agreement. For all purposes of this Loan Agreement, the principal amount of the Loan at any time shall be the amount of the Loan Commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part of this Loan Agreement.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified, or amended from time to time in accordance with the terms hereof.

"Loan Closing" means the date upon which the Loan herein shall be closed, as set forth in Section 3.06.

"Loan Term" means the term of this Loan Agreement provided in Paragraph (5) of Exhibit B attached hereto and made a part hereof.

"Principal Forgiveness" means forgiveness upon Loan Closing of the Governmental Agency’s obligation to repay 100% of the principal amount of the Loan, to be effectuated as provided in paragraph (6) of Exhibit B, attached hereto and made a part hereof.

"Project" means the project of the Governmental Agency described in Paragraph (1) of Exhibit A attached hereto and made a part hereof, all or a portion of the design and engineering Cost of which is financed or refinanced by the Authority through the making of the Loan under this Loan Agreement.

"Project Loan Account" means the Project Loan Account established within the Drinking Water Revolving Fund.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF GOVERNMENTAL AGENCY

SECTION 2.01. Representations of Governmental Agency. The Governmental Agency represents for the benefit of the Authority:
(a) **Organization and Authority.**

(i) The Governmental Agency is a governmental agency as defined in the Act and as described in the first paragraph of this Loan Agreement.

(ii) The Governmental Agency has full legal right and authority to execute and deliver this Loan Agreement; to execute, issue, and deliver the Governmental Agency Bond; and to carry out and consummate all transactions contemplated by this Loan Agreement and the Governmental Agency Bond. The Project is on the drinking water project eligibility list approved by the General Assembly of the State of Colorado pursuant to the Act and is a project that the Governmental Agency may undertake pursuant to Colorado law, and for which the Governmental Agency is authorized by law to borrow money.

(iii) The proceedings of the Governmental Agency's governing members and voters, if a referendum is necessary, approving this Loan Agreement and the Governmental Agency Bond, and authorizing their execution, issuance, and delivery on behalf of the Governmental Agency, and authorizing the Governmental Agency to undertake and complete the Project, or to cause the same to be undertaken and completed, have been duly and lawfully adopted and approved in accordance with the laws of Colorado, and such proceedings were duly approved and published, if necessary, in accordance with applicable Colorado law, at a meeting or meetings that were duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout.

(iv) This Loan Agreement has been, and the Governmental Agency Bond when delivered at the Loan Closing will have been, duly authorized, executed, and delivered by an Authorized Officer of the Governmental Agency; and, assuming that the Authority has all the requisite power and authority to authorize, execute, and deliver, and has duly authorized, executed, and delivered, this Loan Agreement, this Loan Agreement constitutes, and the Governmental Agency Bond when delivered to the Authority will constitute, the legal, valid, and binding obligations of the Governmental Agency in accordance with their respective terms; and the information contained under "Description of the Loan" on Exhibit B attached hereto and made a part hereof is true and accurate in all material respects.

(b) **Full Disclosure.**

There is no fact that the Governmental Agency has not disclosed to the Authority in writing on the Governmental Agency's Project Needs Assessment or otherwise that materially adversely affects the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency, or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.
(c) **Pending Litigation.**

Except as disclosed to the Authority in writing, there are no proceedings pending, or, to the knowledge of the Governmental Agency threatened, against or affecting the Governmental Agency, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(d) **Compliance with Existing Laws and Agreements.**

The authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond by the Governmental Agency, the observance and performance by the Governmental Agency of its duties, covenants, obligations, and agreements thereunder, and the consummation of the transactions provided for in this Loan Agreement and in the Governmental Agency Bond; the compliance by the Governmental Agency with the provisions of this Loan Agreement and the Governmental Agency Bond; and the undertaking and completion of the Project; will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon, any property or assets of the Governmental Agency pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement, or other instrument (other than the lien and charge of this Loan Agreement and the Governmental Agency Bond) to which the Governmental Agency is a party or by which the Governmental Agency, or any of the property or assets of the Governmental Agency may be bound, and such action will not result in any violation of the provisions of the charter or other document pursuant to which the Governmental Agency was established, or of any laws, ordinances, resolutions, governmental rules, regulations, or court orders to which the Governmental Agency, or the properties or operations of the Governmental Agency are subject.

(e) **No Defaults.**

No event has occurred and no condition exists that, upon authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Governmental Agency is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party, or by which it may be bound, which violation would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.
(f) **Governmental Consent.**

The Governmental Agency has obtained all approvals required to date by any governmental body or officer for the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond, or for the undertaking or completion of the Project and the financing or refinancing thereof; and the Governmental Agency has complied with all applicable provisions of law requiring any notification, declaration, filing, or registration with any governmental body or officer in connection with the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond, or with the undertaking or completion of the Project and the financing or refinancing thereof. No consent, approval, or authorization of, or filing, registration, or qualification with, any governmental body or officer that has not been obtained is required on the part of the Governmental Agency as a condition to the authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) **Compliance with Law.**

The Governmental Agency is in compliance with all laws, ordinances, governmental rules, and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Governmental Agency to conduct its activities or to undertake or complete the Project, or the condition (financial or otherwise) of the Governmental Agency or the System; and

(h) **Use of Proceeds.**

The Governmental Agency will apply the proceeds of the Loan from the Authority as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Cost; and (ii) where applicable, to reimburse the Governmental Agency for a portion of the Cost, which portion was paid or incurred in anticipation of reimbursement by the Authority.

**SECTION 2.02. Particular Covenants of the Governmental Agency.**

(a) **Reimbursement for Ineligible Costs.**

The Governmental Agency shall promptly reimburse the Authority for any portion of the Loan that is determined not to be a Cost of the Project and that would not be eligible for funding from draws under the Drinking Water Revolving Fund. Such reimbursement shall be promptly repaid to the Authority upon written request of the Authority.
(b) No Lobbying.

No portion of the Loan shall be used for lobbying or propaganda as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

(c) Records; Accounts.

During the Loan Term, the Governmental Agency shall keep accurate records and accounts, separate and distinct from its other records and accounts (the "General Records"). Such Records shall be maintained in accordance with generally accepted accounting principles, and Records and General Records shall be made available for inspection by the Authority at any reasonable time.

(d) Notice of Material Adverse Change.

During the Loan Term, (i) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its System, or its ability to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement; (ii) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its ability to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(e) Hiring Requirements.

The Governmental Agency agrees to comply with the requirements found at Title 8, Article 17, and Title 8, Article 17.5, Colorado Revised Statutes.

(f) Continuing Representations.

The representations of the Governmental Agency contained herein shall be true at the time of the execution of this Loan Agreement and the Governmental Agency covenants not to take any action that would cause them not to be true at all times during the Loan Term.

(g) Capacity Development.

The Governmental Agency covenants to maintain its technical, financial, and managerial capability to ensure compliance with the requirements of the Safe Drinking Water Act of 1996 under Section 1452(a)(3)(A)(i).
(h) **Additional Covenants and Requirements.**

Additional covenants and requirements are included on Exhibit F attached hereto and made a part hereof. The Governmental Agency agrees to observe and comply with each such additional covenant and requirement included on Exhibit F.

**ARTICLE III**

**LOAN TO GOVERNMENTAL AGENCY; AMOUNTS PAYABLE; GENERAL AGREEMENTS**

**SECTION 3.01. The Loan.** The Authority hereby agrees to loan and disburse to the Governmental Agency in accordance with Section 3.02 hereof, and the Governmental Agency agrees to borrow and accept from the Authority, the Loan in the principal amount equal to the Loan Commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part hereof as such Loan Commitment may be revised to reflect a reduction in the Cost of the Project prior to the Project Completion; provided, however, that the Authority shall be under no obligation to make the Loan if (i) the Governmental Agency does not deliver its Governmental Agency Bond to the Authority on the Loan Closing, or (ii) an Event of Default has occurred and is continuing under this Loan Agreement. The Governmental Agency shall use the proceeds of the Loan strictly in accordance with Section 2.01(h) hereof.

**SECTION 3.02. Disbursement of the Loan.** The Authority has created in the Drinking Water Revolving Fund a Project Loan Account from which 80% of the design and engineering Costs of the Project shall be paid. Amounts shall be transferred into the Project Loan Account and disbursed to the Governmental Agency upon receipt of a “Request for Reimbursement”, as described below, executed by an Authorized Officer, and approved by the Authority and the State Department of Public Health and Environment; provided that the Disbursement of the Loan may be withheld if the Governmental Agency is not complying with any of the covenants and conditions in the Loan Agreement. To receive reimbursement under this agreement, the Governmental Agency shall submit a signed “Request for Reimbursement” and all applicable invoices and receipts for payments made by the Governmental Agency. The acceptable form for a “Request for Reimbursement” is included hereto as **Exhibit G.** Upon receipt of the “Request for Reimbursement” and the required invoices and receipts, the Authority will reimburse the Governmental Agency an amount equal to 80% of the total invoices provided with the “Request for Reimbursement”; the remaining 20% paid by the Governmental Agency and not reimbursed by the Authority shall be the Governmental Agency’s matching funds. The 20% matching funds shall be reimbursed if the Governmental Agency executes a loan under the Drinking Water Revolving Fund to complete the Project for which the design and engineering costs were paid.

**SECTION 3.03. Governmental Agency Bond.** The Governmental Agency shall execute and issue the Governmental Agency Bond to the Authority to evidence the Loan and its obligations to the Authority pursuant to the Loan.
SECTION 3.04. Loan Repayment—Principal Forgiveness. This Loan is issued as a 100% Principal Forgiveness Loan pursuant to the current Capitalization Grant, and the principal amount of the Loan shall be forgiven, as set forth in Paragraph (6) of Exhibit B attached hereto and made a part hereof.

SECTION 3.05. Disclaimer of Warranties and Indemnification. The Governmental Agency acknowledges and agrees that (i) the Authority makes no warranty or representation, either express or implied as to the value, design, condition, merchantability, or fitness for particular purpose, or fitness for any use, of the Project or any portions thereof, or any other warranty or representation with respect thereto; (ii) in no event shall the Authority or its agents be liable or responsible for any direct, incidental, indirect, special, or consequential damages in connection with or arising out of this Loan Agreement, or the Project, or the existence, furnishing, functioning, or use of the Project, or any item or products or services provided for in this Loan Agreement; and (iii) to the extent authorized by law, the Governmental Agency shall indemnify, save, and hold harmless the Authority against any and all claims, damages, liability, and court awards, including costs, expenses, and attorney fees incurred as a result of any act or omission by the Governmental Agency, or its employees, agents, or subcontractors pursuant to the terms of this Loan Agreement, provided, however, that the provisions of this clause (iii) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the Colorado Governmental Immunity Act (Section 24-10-101, et seq. C.R.S.), or under the laws of the United States or the State of Colorado.

SECTION 3.06. Loan Closing. The Loan shall be closed and become effective as follows:

(a) The Governmental Agency will deliver each of the following items to the Authority:

(i) executed counterparts of this Loan Agreement;

(ii) the executed Governmental Agency Bond in the form attached hereto as Exhibit D.

(iii) copies of the resolutions or ordinances of the governing body of the Governmental Agency authorizing the execution and delivery of this Loan Agreement and the Governmental Agency Bond, certified by an Authorized Officer of the Governmental Agency;

(iv) an opinion of the Governmental Agency's counsel substantially in the form set forth in Exhibit E-1 hereto (such opinion or portions of such opinion may be given by one or more counsel); provided, however, that the Authority may in its discretion permit variances in such opinion from the form or substance of such Exhibit E-1 if such variances are not to the material detriment of the interests of the Authority; and

(v) such other certificates, documents, opinions and information as the Authority may require.
(b) Upon receipt of the foregoing documents, the Authority shall obligate the amount of the Loan Commitment set forth in Paragraph (4) of Exhibit B, and make the amount of the Loan available for the Project in accordance with the terms of this Loan Agreement.

ARTICLE IV

ASSIGNMENT

SECTION 4.01. Assignment by Governmental Agency. Neither this Loan Agreement nor the Governmental Agency Bond may be assigned or delegated by the Governmental Agency for any reason, unless the following conditions shall be satisfied: (i) the Authority shall have approved said assignment in writing; (ii) the assignee shall be a governmental agency as defined by the Act, and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Governmental Agency's duties, covenants, agreements, and obligations under the Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations, or agreements of the Governmental Agency under the Loan Agreement; and (iv) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority with, or condition of any grant received by the Authority from, the United States of America relating to the Federal Capitalization Agreement or any capitalization grant received by the Authority or the State under the Safe Drinking Water Act.

No assignment or delegation shall relieve the Governmental Agency from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Governmental Agency shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Event of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Governmental Agency to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement and the Governmental Agency Bond, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Agency; provided, however, that if the failure stated in such notice is correctable, but cannot be corrected within the applicable period, the Authority may consent to an extension of such time if corrective action is instituted by the Governmental Agency within the applicable period and diligently pursued until the Event of Default is corrected;
(b) any representation made by or on behalf of the Governmental Agency contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect; or

(c) (i) a petition is filed by or against the Governmental Agency under any federal or state bankruptcy or insolvency law, or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Governmental Agency such petition shall be dismissed within thirty (30) days after such filing, and such dismissal shall be final and not subject to appeal; or (ii) the Governmental Agency shall become insolvent, or bankrupt or make an assignment for the benefit of its creditors; or (iii) a custodian (including, without limitation, a receiver, liquidator, or trustee of the Governmental Agency or any of its property) shall be appointed by court order, or take possession of the Governmental Agency, or its property or assets, if such order remains in effect, or such possession continues, for more than thirty (30) days.

SECTION 5.02. Notice of Default. The Governmental Agency shall give the Authority prompt telephonic notice of the occurrence of any Event of Default referred to in Section 5.01 at such time as any senior administrative or financial officer of the Governmental Agency becomes aware of the existence thereof. Any telephonic notice pursuant to this Section 5.02 shall be confirmed by the Governmental Agency in writing as soon as practicable.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the Authority shall have the right to withhold disbursement of Loan funds remaining, and take such other action at law or in equity as may appear necessary to enforce the performance and observance of any duty, covenant, obligation, or agreement of the Governmental Agency hereunder, including, without limitation, appointment ex parte of a receiver of the System.

SECTION 5.04. Attorney’s Fees and Other Expenses. In the Event of Default, the Governmental Agency shall on demand pay to the Authority the reasonable fees and expenses of attorneys, and other reasonable expenses (including, without limitation, the reasonably allocated costs of in house counsel and legal staff) incurred by the Authority in the enforcement of the performance or observation of the duties, covenants, obligations, or agreements of the Governmental Agency.

SECTION 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement, or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy, or power accruing upon any Event of Default shall impair any such right, remedy, or power, or shall be construed to be a waiver thereof, but any such right, remedy, or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.
SECTION 5.06. Default by the Authority. In the event of any default by the Authority under any covenant, agreement, or obligation of this Loan Agreement, the Governmental Agency's remedy for such default shall be limited to injunction, special action, action for specific performance, or any other available equitable remedy, designed to enforce the performance or observance of any duty, covenant, obligation, or agreement of the Authority hereunder, as may be necessary or appropriate. The Authority shall on demand pay to the Governmental Agency the reasonable fees and expenses of attorneys, and other reasonable expenses, in the enforcement of such performance or observation.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand-delivered or mailed by registered or certified mail, postage prepaid, to the Governmental Agency at the address specified on Exhibit B attached hereto and made a part hereof, and to the Authority, at the following address:

Colorado Water Resources and Power
Development Authority
1580 Logan Street, Suite 620
Denver, Colorado 80203
Attention: Executive Director

Such address may be changed by notice in writing.

SECTION 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of, and shall be binding upon, the Authority and the Governmental Agency, and their respective successors and assigns.

SECTION 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect, any other provision hereof.

SECTION 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented, or modified without the prior written consent of the Authority and the Governmental Agency.

SECTION 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SECTION 6.06. Applicable Law and Venue. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, including the Act. Venue for any action seeking to interpret or enforce the provisions of this Loan Agreement shall be in the Denver District Court.
SECTION 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law, or by rules, regulations or resolutions of the Authority.

SECTION 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit, or describe, the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09. Further Assurances. The Governmental Agency shall, at the request of the Authority, authorize, execute, acknowledge, and deliver, such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments, as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming, the rights and agreements, granted or intended to be granted, by this Loan Agreement and the Governmental Agency Bond.

SECTION 6.10. Recitals. This Loan Agreement is authorized pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling. Specifically, but not by way of limitation, this Loan Agreement is authorized by the Governmental Agency pursuant to Title 37, Article 45.1 C.R.S., Title 32, Article 1, C.R.S. and Title 11, Article 57, Part 2, C.R.S and shall so recite in the Governmental Agency Bond. Such recitals shall conclusively impart full compliance with all provisions and limitations of such laws and shall be conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond, and the Governmental Agency Bond delivered by the Governmental Agency to the Authority containing such recital shall be incontestable for any cause whatsoever after its delivery for value.
IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, sealed and delivered, as of the Commencement Date set forth on Exhibit B hereto.

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY

(SEAL)

By: __________________________________
    Executive Director

ATTEST:

By: _________________________________
    Assistant Secretary

CITY OF CENTRAL, COLORADO, ACTING BY AND THROUGH ITS WATER FUND ENTERPRISE

(SEAL)

By: _________________________________
    Kathryn A. Heider, Mayor

ATTEST:

By: _________________________________
    Reba Bechtel, City Clerk
IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, sealed and delivered, as of the Commencement Date set forth on Exhibit B hereto.

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY

(SEAL)

By: ________________________________
   Executive Director

ATTEST:

By: ________________________________
   Assistant Secretary

CITY OF CENTRAL, COLORADO, ACTING BY AND THROUGH ITS WATER FUND ENTERPRISE

(SEAL)

By: ________________________________
   Kathryn A. Heider, Mayor

ATTEST:

By: ________________________________
   Reba Bechtel, City Clerk
EXHIBIT A

DESCRIPTION OF THE PROJECT

(1) **Description of the Project**

The project consists of replacing two diversion structures and repairing a third.
EXHIBIT B

DESCRIPTION OF THE LOAN

(1) Commencement Date:

(2) Name and Address of Governmental Agency:
    City of Central
    Water Fund Enterprise
    141 Nevada Street
    Central City, CO 80427

(3) Estimated Design and Engineering Cost of the Project: $72,505

(4) Maximum Principal Amount of Loan Commitment: $62,505

(5) Loan Term: The Loan Term shall be from the date of Loan Execution until the date when
the Water Quality Control Division of the Colorado Department of Health and
Environment issues certification that all required documents have been submitted and the
Governmental Agency has met all Project and Loan requirements but shall not exceed 18
months from the Execution Date.

(6) Principal Forgiveness: At Loan Closing, the Authority shall forgive 100% of the
principal amount of the Loan.

(7) Authorized Officers:
    Daniel Miera, City Manager
    Abigail Adame, City Finance Director

(8) Estimated Project Completion Date: January 31, 2018

(9) Execution Date:
EXHIBIT C

REPAYMENT SCHEDULE – NOT APPLICABLE
EXHIBIT D

GOVERNMENTAL AGENCY BOND

FOR VALUE RECEIVED, the undersigned CITY OF CENTRAL, COLORADO, ACTING BY AND THROUGH ITS WATER FUND ENTERPRISE (the "Governmental Agency"), hereby evidences the issuance of a loan from the COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY (the "Authority") in the principal amount of Sixty Two Thousand Five Hundred Five and 00/100 Dollars ($62,505), or such lesser amount as shall be loaned to the Governmental Agency pursuant to the Loan Agreement dated as of ____, 2017, by and between the Authority and the Governmental Agency (the "Loan Agreement"), and the obligations of the Governmental Agency under and pursuant to the Loan Agreement.

This Governmental Agency Bond is issued pursuant to the Loan Agreement and is subject to Principal Forgiveness as set forth in the Loan Agreement and issued in consideration of the loan made thereunder (the "Loan"). All of the definitions, terms, conditions, and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as a part of this Governmental Agency Bond.

Pursuant to the Loan Agreement, disbursements to the Governmental Agency shall be made in accordance with written instructions upon the receipt by the Authority of requisitions from the Governmental Agency executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Governmental Agency Bond is entitled to the benefits, and is subject to the conditions, of the Loan Agreement.

This Governmental Agency Bond does not constitute a debt or an indebtedness of the Governmental Agency within the meaning of any constitutional or statutory limitation or provision, and shall not be considered or held to be a general obligation of the Governmental Agency.

If an "Event of Default" as defined in Section 5.01 of the Loan Agreement occurs, the remedies on default set forth in Section 5.03 of the Loan Agreement shall be available to enforce the obligations of the Governmental Agency that are evidenced by this Governmental Agency Bond.

This Governmental Agency Bond is issued under the authority of and in full conformity with the Constitution and laws of the State of Colorado, including without limitation, Article X, Section 20 of the Constitution, Title 31, Article 35, Part 4, C.R.S.; Title 37, Article 45.1; certain provisions of Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Public Securities Act"), and pursuant to the Loan Agreement. Pursuant to §11-57-210, of the Supplemental Public Securities Act, this recital is conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond after its delivery for value. Pursuant to §31-35-413, C.R.S., this recital conclusively imparts full compliance with all the provisions of said statutes, and this
Governmental Agency Bond issued containing such recital is incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Governmental Agency has caused this Governmental Agency Bond to be duly executed, sealed and delivered, as of this ___ day of _________ 2017.

(SEAL)

CITY OF CENTRAL, COLORADO, 
ACTING BY AND THROUGH ITS WATER FUND ENTERPRISE

ATTEST:

By: __________________________
    Kathryn A. Heider, Mayor

By: __________________________
    Reba Bechtel, City Clerk

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EXHIBIT E-1

OPINION OF GOVERNMENTAL AGENCY COUNSEL

[LETTERHEAD OF COUNSEL TO GOVERNMENTAL AGENCY]

[DATED: Closing Date]

Colorado Water Resources and
Power Development Authority

Gentlemen:

[insert "I am an attorney" or "We are attorneys"] admitted to practice in the State of Colorado and [insert "I" or "we"] have acted as counsel to CITY OF CENTAL, COLORADO, ACTING BY AND THROUGH ITS ENTERPRISE (the "Governmental Agency"), of the State of Colorado, which has entered into a Loan Agreement (as hereinafter defined) with the COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY (the "Authority"), and have acted as such in connection with the authorization, execution and delivery by the Governmental Agency of its Loan Agreement and Governmental Agency Bond (as hereinafter defined).

In so acting [insert "I" or "we"] have examined the Constitution and laws of the State of Colorado and the [charter/by-laws/proceedings relating to organization] of the Governmental Agency. [insert "I" or "We"] have also examined originals, or copies certified or otherwise identified to [insert "my" or "our"] satisfaction, of the following:

(a) the Loan Agreement, dated as of ____________ (the "Loan Agreement") by and between the Authority and the Governmental Agency;

(b) the proceedings of the governing body of the Governmental Agency relating to the approval of the Loan Agreement and the execution, issuance and delivery thereof on behalf of the Governmental Agency, and the authorization of the undertaking and completion of the Project (as defined in the Loan Agreement);

(c) the Governmental Agency Bond, dated as of ____________ (the "Governmental Agency Bond") issued by the Governmental Agency to the Authority to evidence the Loan (as defined in the Loan Agreement);

(d) the proceedings of the governing body of the Governmental Agency relating to the issuance of the Governmental Agency Bond and the execution, issuance and delivery thereof to the Authority (the Loan Agreement and the Governmental Agency Bond are referred to herein collectively as the "Loan Documents");
(e) all outstanding instruments relating to the bonds, notes or other indebtedness of or relating to the Governmental Agency.

[insert "I" or "We"] have also examined and relied upon originals, or copies certified or otherwise authenticated to [insert "my" or "our"] satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in [insert "my" or "our"] judgment [insert "I" or "we"] have deemed necessary or appropriate to enable [insert "me" or "us"] to render the opinions expressed below.

Based upon the foregoing, [insert "I am" or "we are"] of the opinion that:

(1) The Governmental Agency is a "governmental agency" within the meaning of the Authority's enabling legislation and is a (___________) of the State of Colorado with the full legal right and authority to execute the Loan Documents.

(2) The Governmental Agency has the full legal right and authority to carry on the business of the System (as defined in the Loan Agreement) as currently being conducted and as proposed to be conducted, and to undertake and complete the Project.

(3) The proceedings of the Governmental Agency's governing body authorizing the Governmental Agency to undertake and complete the Project were duly and lawfully adopted and approved in accordance with [applicable resolution] applicable Colorado law at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

(4) The proceedings of the Governmental Agency's governing body approving the Loan Documents and authorizing their execution, issuance and delivery on behalf of the Governmental Agency have been duly and lawfully adopted and approved in accordance with [the applicable resolution] applicable Colorado law, at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

(5) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, the authorization, execution and delivery of the Loan Documents by the Governmental Agency, the observation and performance by the Governmental Agency of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of the Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Governmental Agency or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, trust agreement, indenture, mortgage, deed of trust, ordinance, order, or other agreement to which the Governmental Agency is a party or by which it, the System, or its property or assets is bound.
(6) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Governmental Agency in connection with the authorization, execution, delivery and performance of the Loan Documents and the undertaking and completion of the Project, other than licenses and permits relating to the construction and acquisition of the Project which [insert "I" or "we"] expect the Governmental Agency to receive in the ordinary course of business, have been obtained or made.

(7) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Governmental Agency or of the validity, legality or enforceability of the Loan Documents or the undertaking or completion of the Project, except as disclosed in writing to the Authority, which if adversely determined, could (i) materially adversely affect (a) the financial position of the Governmental Agency, (b) the ability of the Governmental Agency to perform its obligations under the Loan Documents, (c) the security for the Loan Documents, or (d) the transactions contemplated by the Loan Documents or (ii) impair the ability of the Governmental Agency to maintain and operate the System.

This opinion is rendered on the basis of Federal law and the laws of the State of Colorado as enacted and construed on the date hereof. [insert "I" or "We"] express no opinion as to any matter not set forth in the numbered paragraphs herein.

[insert "I" or "We"] hereby authorize Carlson, Hammond, & Paddock, L.L.C., General Counsel to the Authority, to rely on this opinion as if [insert "I" or "we"] had addressed this opinion to them in addition to you.

Very truly yours,
EXHIBIT F

ADDITIONAL COVENANTS AND REQUIREMENTS

(1) Cost Overruns. Any cost overruns associated with the Project will be the responsibility of the Governmental Agency and any additional costs to defend against contract claims will not be reimbursed through this or any future funding.

(2) Audit Requirements. For each year in which the Governmental Agency requests a disbursement from the Project Loan Subaccount, the Governmental Agency shall conduct its annual audit in accordance with the federal Single Audit Act, 31 U.S.C. 7501 et seq.

(3) Federal and State Law. The Governmental Agency will comply with the requirements of all federal and state laws applicable to the Loan and the Project.
EXHIBIT G
DWRF D&E Form of Requisition

CITY OF CENTRAL, COLORADO, ACTING BY AND THROUGH ITS WATER FUND ENTERPRISE (the “Governmental Agency”)

Please submit to the following addresses:
Email To: cdphe_grantsandloans@state.co.us (preferred method)
Or Mail To: Colorado Department of Public Health and Environment
Grants and Loans Unit WQCD-OA-B2
Attn: Randi Johnson-Hufford
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530
Or Fax To: 303-782-0390 (Call CDPHE Project Manager to confirm delivery)
Cc: Randi.Johnson-Hufford@state.co.us
Cc: E-mail requisition form (Exhibit G) to the Colorado Water Resources and Power Development Authority at requisitions@cwrpda.com

This requisition is made in accordance with Section 3.02 of the Loan Agreement executed by the Colorado Water Resources and Power Development Authority on __________, 2017. Terms defined in the Loan Agreement and not otherwise defined herein shall have the same meanings when used herein.

The Governmental Agency hereby states as follows:

1. This is Requisition No_______________________________.

2. The amount requisitioned hereunder is________________________.

3. The person, firm or corporation to whom the amount requisitioned is due, or to whom a reimbursable and advance has been made, is _____________________.

4. The payee of the requisitioned amount is________________________.

5. The manner of payment to the payee is to be wire transferred to:

   Bank:
   ABA No.:
   Account No.:
   Account Name:
   Contact:

6. Attached hereto is the appropriate documentation demonstrating that the amount requisitioned hereunder is currently due or has been advanced by the Governmental Agency.

7. The amount hereby requisitioned is a proper Cost of the Project to be paid only from amounts deposited in the Project Account established for the Governmental Agency in the Drinking Water Revolving Fund.
8. On the date hereof, there does not exist any Event of Default under the Loan Agreement nor any condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default thereunder.

9. Estimate of total project completion percentage: ________________%

10. The undersigned is an Authorized Officer of the Governmental Agency duly authorized in the Loan Agreement to submit the Requisition.

11. The Governmental Agency reaffirms that all representations made by it in the Loan Agreement are true and accurate as of the date of this requisition, and that it shall continue to observe and perform all of its duties, covenants, obligations and agreements thereunder, at all times during the entire term of said Loan Agreement.

Dated: ________________.

CITY OF CENTRAL, COLORADO,  
ACTING BY AND THROUGH ITS WATER FUND ENTERPRISE  

By: _________________________.

Title: ________________________ & Authorized Officer

Print Name: ____________________

You should receive all payments no later than 10 working days after receipt of requisition unless otherwise notified.

1. The undersigned approves the disbursement of the requisitioned amount from the Project Loan Account established in the Drinking Water Revolving Fund Project Account.

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY  

By: _________________________.  
Finance Director

Dated: _________________________.

For Colorado Department of Public Health and Environment, Water Quality Control Division purposes only:

Payment approved by________________________

Dated: _________________________
AGENDA ITEM # 9

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Heider and Members of City Council  
FROM: Jason Nelson, Utilities Director  
DATE: September 14, 2017 (Meeting Date September 19, 2017)  
ITEM: Resolution No. 17-25: Approving Amendment No. 2 to Professional Services Agreement with W2 Engineers, LLC for On-Call Water Engineering Services

---

I. REQUEST OR ISSUE: Resolution 17-25 ("Resolution") approves Amendment No. 2 to the City’s Professional Services Agreement ("PSA") with W2 Engineers, LLC (the "Consultant").

II. BACKGROUND: The City entered into the PSA with Consultant on May 7, 2014, pursuant to which Consultant provides on-call water engineering services to the City. The current annual not to exceed cap on Consultant billings is $25,000.00.

The Consultant will be undertaking certain design and engineering services related to new source water diversion structures at Miner’s Gulch, Peck’s Gulch, and Broomfield Gulch.

Consultant’s estimated fee to complete the additional work at these three diversion structures is $47,505.00, as more fully set forth in Exhibit A to the Resolution. Consultant will complete the additional work in accordance with the requirements of the Colorado Department of Public Health and Environment (CDPHE) and Colorado Division of Water
Resources (DWR), and replacement stipulations mandated by the United States Forest Service (USFS). The City is requiring that the additional work be completed by January 31, 2018.

Given that the current limit on annual Consultant billings is $25,000, the PSA must be amended to increase the limit on annual billings to accommodate the additional design and engineering work to be completed by the Consultant.

III. RECOMMENDED ACTION / NEXT STEP: Approve Resolution No. 17-25.

IV. FISCAL IMPACTS: None. Consultant’s additional work will be paid for with proceeds from the Drinking Water Revolving Fund Design and Engineering Loan Agreement (“Loan Agreement”) approved by Resolution No. 17-24 (Resolution of City of Central Water Fund Enterprise). The Loan Agreement between the Enterprise and the Colorado Water Resources and Power Development Authority (the “Authority”) is structured as a 100% principal forgiveness loan, meaning that upon the closing of the loan contemplated in the Loan Agreement, the entire principal balance of the loan will be forgiven.

V. LEGAL ISSUES: N/A

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: N/A

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

PROPOSED MOTION: "I MOVE TO APPROVE RESOLUTION NO. 17-25, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO APPROVING AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH W2 ENGINEERS, LLC, FOR ON-CALL WATER ENGINEERING SERVICES."
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 17-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO APPROVING AMENDMENT NO. 2 TO PROFESSIONAL SERVICES
AGREEMENT WITH W2 ENGINEERS, LLC FOR ON-CALL WATER
ENGINEERING SERVICES

WHEREAS, the City of Central ("City") is authorized to enter into contracts for the
performance of general municipal governance and services; and

WHEREAS, the City entered into a Professional Services Agreement effective May 7,
2014 ("PSA") with W2 Engineers, LLC ("Consultant"), pursuant to which Consultant, upon
issuance of a written task order by the City, provides on-call water engineering services; and

WHEREAS, the City desires to increase the limit on annual billings set forth in Section
2.1(D) of the PSA to accommodate the additional design and engineering work to be provided by
Consultant; and

WHEREAS, the City desires Consultant to undertake certain design and engineering
services related to new source water diversion structures at Miner's Gulch, Peck's Gulch, and
Broomfield Gulch as recommended in the Project Needs Assessment (PNA) previously
completed (the "Additional Work"); and

WHEREAS, Consultant’s estimated fee to complete the Additional Work is $47,505.00,
as more fully set forth in Exhibit A to this Resolution; and

WHEREAS, Consultant will complete the work in accordance with the requirements of
the Colorado Department of Public Health and Environment (CDPHE) and Colorado Division of
Water Resources (DWR), and replacement stipulations mandated by the United States Forest
Service (USFS); and

WHEREAS, the City requires that the Additional Work be completed by January 31,
2018; and

WHEREAS, the City and Consultant desire to amend the PSA to increase the not to
exceed sum referenced in Section 2.1(D) of the PSA to seventy-five thousand dollars ($75,000)
in order to properly account for the Additional Work to be performed during the balance of
calendar year 2017 and calendar year 2018, and to allow future task orders to be approved for
on-call water engineering services as the need arises; and

WHEREAS, Section 9.11 of the PSA requires that any amendments to the PSA be in
writing and signed by the City and the Consultant; and

WHEREAS, City Council desires to delegate authority to the City Manager to execute
Amendment No. 2 to the PSA ("Amendment No. 2").
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO THAT:

Section 1. The City Council: (a) approves Amendment No. 2 to the PSA between the City and W2 Engineers, LLC in substantially the form attached hereto as Exhibit B; (b) authorizes the City Manager and the City Attorney, in consultation with the Mayor, to make such changes as may be needed to correct any nonmaterial errors or language that do not increase the obligations of the City, and (c) authorizes the City Manager to execute Amendment No. 2 on behalf of the City.

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

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CENTRAL by a vote of _____ in favor and _____ against this 19th day of September, 2017.

CITY OF CENTRAL, COLORADO

By: ___________________________
Kathryn A. Heider, Mayor

ATTEST:

By: ___________________________
Reba Bechtel, City Clerk

APPROVED TO FORM:

By: ___________________________
Marcus A. McAskin, City Attorney
Exhibit A
Consultant Estimated Fee for Additional Work

Client: City of Central  
Address: 141 Nevada Street  
          Central City, Colorado 80427  
Attention: Jason Nelson

Task: Final Design and Engineering of the Source Water Diversion Structures

<table>
<thead>
<tr>
<th>Task</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management/Permitting</td>
<td>$5,000.00</td>
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<tr>
<td>Survey</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Geotechnical Investigation</td>
<td>$9,000.00</td>
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<tr>
<td>Civil</td>
<td>$8,600.00</td>
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<tr>
<td>Miscellaneous/Contingency</td>
<td>$5,000.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$47,505.00</strong></td>
</tr>
</tbody>
</table>

**Proposed Not-To-Exceed Fee:** $47,505.00

Description of Services:
Consultant shall complete design and engineering for new source water diversion structures at Miner's Gulch, Peck's Gulch, and Broomfield Gulch as recommended in the Project Needs Assessment (PNA) previously completed. Consultant will complete the work in accordance with the requirements of the Colorado Department of Public Health and Environment (CDPHE) and Colorado Division of Water Resources (DWR), and replacement stipulations mandated by the United States Forest Service (USFS).
Exhibit B

Amendment No. 2
Professional Services Agreement

On-Call Water Engineering Services
W2 Engineers, LLC

(copy attached)
CITY OF CENTRAL
PROFESSIONAL SERVICES AGREEMENT
AMENDMENT NO. 2
INDEPENDENT CONTRACTOR
Time & Material – Not to Exceed Contract

Project/Services Name: On-Call Water Engineering Services

THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2 ("Amendment No. 2") is entered into by and between W2 ENGINEERS, LLC, a Colorado limited liability company, whose business address is 19255 West 84th Place, Arvada, Colorado 80007 (the "Consultant") and the CITY OF CENTRAL, COLORADO, a home rule municipality of the State of Colorado (the "City"), collectively referred to herein as the "Parties", and increases the cap on annual billings by the Consultant to the City set forth in Section 2.1(D) of the PSA.

RE bâtALS AND REPRESENTATIONS

WHEREAS, the Parties entered into a Professional Services Agreement effective as of May 7, 2014 ("PSA"), pursuant to which Consultant, upon issuance of a written task order by the City, provides on-call water engineering services; and

WHEREAS, the Parties entered into that certain Amendment No. 1 and 2018 Extension to the PSA on or about August 17, 2017 ("Amendment No. 1"); and

WHEREAS, in accordance with Section 4.1 of the PSA, the PSA has been extended for each of calendar years 2015-2018; and

WHEREAS, Section 2.1(D) of the PSA states that Consultant’s annual billings to the City shall not exceed twenty-five thousand dollars ($25,000.00), unless the PSA is amended; and

WHEREAS, Section 2.1(A) of the PSA states that the Consultant shall not provide any Services or Additional Services under the PSA unless and until an authorized Task Order has been executed by the City’s Authorized Representative identified in Section 1.3 of the PSA; and

WHEREAS, the City desires the Consultant to proceed with certain design and engineering for new source water diversion structures at Miner’s Gulch, Peck’s Gulch and Broomfield Gulch; and

WHEREAS, the additional design and engineering work will be authorized through approval of one or more task orders, as required by the terms of the PSA; and

WHEREAS, the City desires to increase the limit on annual billings set forth in Section 2.1(D) to accommodate the additional design and engineering work to be provided by Consultant.

NOW, THEREFORE, in accordance with Section 9.11 of the PSA, the City amends the PSA as follows:

1.0   ANNUAL NOT TO EXCEED INCREASED. Section 2.1(D) of the PSA shall be amended as follows:
D. **Annual Not to Exceed.** Unless this Agreement is amended by the Parties in accordance with Section 9.11, Consultant's annual billings to the City shall not exceed seventy-five thousand dollars ($75,000.00).

2.0 **NO FURTHER AMENDMENTS.** No other terms or conditions of the PSA, including Amendment No. 1, are amended hereby.

3.0 **EFFECTIVE DATE.** This Amendment No. 2 shall be effective as of the date of mutual execution by the Parties.

CITY OF CENTRAL, COLORADO

By: ____________________________
Daniel Miera, City Manager, authorized by Resolution No. 2017-R-25

ATTEST: ____________________________
City Clerk

REVIEWED BY (Excluding Exhibits):

______________________________
Marcus McAskin, City Attorney

CONSULTANT:

W2 ENGINEERS, LLC, a Colorado limited liability company

By: ____________________________
William A. Raatz, P.E., Principal

Date of execution: ________________, 2017
AGENDA ITEM # 10

CITY COUNCIL COMMUNICATION FORM

TO: Mayor Heider and Members of City Council
FROM: Sam Hoover, Public Works Director
DATE: September 14, 2017 (Meeting Date September 19, 2017)
ITEM: Resolution No. 17-26

___ ORDINANCE
X MOTION / RESOLUTION
___ INFORMATION

I. REQUEST OR ISSUE: On August 21, 2017 the City of Central ("City") solicited proposals for the Central City 2017 Asphalt Paving Projects (RFP No. 2017-26) (the "Project") in accordance with Colorado law by posting a request for proposals ("RFP") on the Rocky Mountain Bid Net System. Resolution 17-26 ("Resolution") approves a contract with The Perfect Patch Asphalt Co., a Colorado corporation (the successful bidder, hereinafter the "Contractor") submitted the responsible and responsive bid for the Project.

II. RECOMMENDED ACTION / NEXT STEP: Staff recommends awarding the bid for the Project to the Contractor in the not to exceed amount of Seventy-Three Thousand Three Hundred Twenty-Seven Dollars ($73,327.00), based on the unit price(s) set forth in the Contractor’s bid and the estimated work quantities associated with the Project.

III. FISCAL IMPACTS: This is a budgeted expenditure.

IV. BACKGROUND INFORMATION: Staff has evaluated the unit price bids received from the two (2) firms that submitted proposals by the applicable due date together with the specific criteria set forth in the RFP to determine the responsible and responsive bidder for the Project. The anticipated start date for this project is September 20, 2017 with an anticipated end date of October 16, 2017.
V. **LEGAL ISSUES:** N/A

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

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

**PROPOSED MOTION:** "I MOVE TO APPROVE RESOLUTION NO. 17-26, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, AWARDING A BID FOR THE CENTRAL CITY 2017 ASPHALT PAVING PROJECTS CONTRACT (RFP No. 2017-26) AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH THE PERFECT PATCH ASPHALT CO."
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 17-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AWARDING A BID FOR THE CENTRAL CITY 2017 ASPHALT PAVING PROJECTS (RFP 2017-6) AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH THE PERFECT PATCH ASPHALT CO.

WHEREAS, on or about August 21, 2017 the City of Central ("City") solicited proposals for the Central City 2017 Asphalt Paving Projects (RFP No. 2017-6) (the "Project") in accordance with Colorado law by posting a request for proposals ("RFP") on the Rocky Mountain Bid Net System; and

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

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

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

WHEREAS, the City Council, after full consideration of the bids submitted and the recommendation of the City’s Public Works Director, finds that The Perfect Patch Asphalt Co., a Colorado corporation (the successful bidder, hereinafter the "Contractor") submitted the responsible and responsive bid for the Project; and

WHEREAS, it is in the best interests of the City to award the bid for the Project to the Contractor in the not to exceed amount of Seventy-Three Thousand Three Hundred Twenty-Seven Dollars ($73,327.00), based on the unit price(s) set forth in the Contractor’s bid and the estimated work quantities associated with the Project; and

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, THAT:
Section 1. The City Council hereby: (a) awards the Project to the Contractor in the not to exceed amount of Seventy-Three Thousand Three Hundred Twenty-Seven Dollars ($73,327.00); (b) authorizes the City Attorney to finalize and to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Construction Contract as may be appropriate that do not substantially increase the obligations of the City; and (c) authorizes the City Manager to execute the Construction Contract on behalf of the City.

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

ADOPTED THIS 19th DAY OF SEPTEMBER, 2017.

CITY OF CENTRAL, COLORADO

By: ________________________________
    Kathryn A. Heider, Mayor

ATTEST: ________________________________
By: Reba Bechtel, City Clerk

APPROVED TO FORM: ________________________________
By: Marcus McAskin, City Attorney
CONSTRUCTION CONTRACT
FOR THE FOLLOWING PROJECT:
Central City 2017 Asphalt Project

This Construction Contract ("Contract"), effective this ____ day of ______________, 2017, is made and entered into by and between THE PERFECT PATCH ASPHALT CO., a Colorado corporation, having a principal office address of 3808 E. 64th Avenue, Commerce City, Colorado 80022 ("Contractor"), and the CITY OF CENTRAL (hereinafter, "City" or "Owner"), a home-rule municipal corporation of the State of Colorado, having an address of 141 Nevada Street, P.O. Box 249, Central City, Colorado 80427 (collectively, the City and Contractor are referred to herein as the "Parties").

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

PART 1 – WORK; TIME

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

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

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

PART 2 – CONTRACT PRICE AND PAYMENT

2.01 The City shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor’s Form of Bid, not to exceed Seventy-Three Thousand Three Hundred Twenty-Seven Dollars ($73,327.00).

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

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

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

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

PART 3 – CONTRACTOR’S REPRESENTATIONS

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

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

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

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

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

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

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

PART 4 - CONTRACT DOCUMENTS

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

Request for Proposals (RFP 2017-6) (Including Scope of Work and Project Specifications)

Other:
Instructions to Bidders
Proposer Certification and Bid Form (attached at pages 7 and 8 of this Construction Contract below)
Notice of Award
Notice to Proceed
Construction Contract
Performance, Payment, Maintenance and Warranty Bond
General Conditions, including table of contents
Change Orders
Insurance Certificates
Tax Exempt Certificates
City of Central Standards and Specifications for Design and Construction (209 pages), adopted pursuant to City Ordinance No. 13-06
Scope of Work and Project Specifications
Pavement Section Map
Pavement Section Details

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

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

PART 5 - PROJECT MANAGER

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

Name: Sam Hoover, Public Works Director
Address: City of Central, 141 Nevada Street
Telephone: 303-582-5251
Email: SHoover@cityofcentral.co

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

PART 6 - ASSIGNMENT

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

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.
PART 7 - GOVERNING LAW AND VENUE

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

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

PART 8 - LIQUIDATED DAMAGES

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

PART 9 - MODIFICATIONS

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

PART 10 - CONTINGENCY

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

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

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

PART 11 - IMMUNITY

Nothing in this Construction Contract shall be construed in any way to be a waiver of the City's immunity protection under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., as amended.
INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO THE PUBLIC WORKS DEPARTMENT, CITY OF CENTRAL, ATTENTION: SAM HOOVER, PROJECT MANAGER.

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

CITY OF CENTRAL, COLORADO

By: ___________________________
   Daniel Miera, City Manager
   (Pursuant to Authority Set Forth in Resolution No. 17-26)

ATTEST: ___________________________

City Clerk

REVIEWED BY: ___________________________

For City Attorney’s Office

CONTRACTOR: THE PERFECT PATCH ASPHALT CO., a Colorado corporation

By: ___________________________
   ___________________________
   Name: ___________________________
   Title: ___________________________

STATE OF COLORADO )
) ss.
COUNTY OF ________________ )

The foregoing Construction Contract was acknowledged before me this _____ day of ________________, 2017, by ___________________________ as ___________________________ of THE PERFECT PATCH ASPHALT CO., a Colorado corporation.

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

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

Note: return this page with your proposal.

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

( X ) the receipt of __addendums;

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

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

( X ) that the proposal is valid until November 28th 2017 (date).

The Perfect Patch Asphalt Co, Inc

Company Name
3803 E. 64th Ave.
Mailing Address
Commerce City, Co. 80022
City, State, Zip Code

84-0806783
Federal Employee ID Number (FEIN)

Authorized Signature

Jay Poirier

Printed Name

CEO

Title

303-288-1200

Phone Number

303-288-1790

Fax Number

jay@perfectpatch.us

Email Address

www.perfectpatchasphalt.com

Web site (if applicable)
Attach Contractor Form of Bid  
(Exhibit 1 from RFP 2017-6)

Exhibit 1  
BID SCHEDULE

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-inch rotomill and overlay on Gregory Street from D Street, east to Y-Intersection at Lawrence Street. This area of Gregory Street is approx. 1,803 feet long, and 21.4 feet wide, for a total of approx. 38,562 square feet.</td>
<td>$61,427.00</td>
</tr>
<tr>
<td>Reference Pavement Section Map and Pavement Section Details</td>
<td></td>
</tr>
<tr>
<td>Traffic Control (in accordance with traffic control plan to be approved by City in advance of issuance of NTP)</td>
<td>$4,200.00</td>
</tr>
<tr>
<td>Mobilization/de-mobilization</td>
<td>$7,700.00</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$73,327.00</strong></td>
</tr>
</tbody>
</table>

Total price written in words  
Seventy Three Thousand, Three Hundred and Twenty Seven and 0/100 DOLLARS
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,
THE PERFECT PATCH ASPHALT CO.
is
a Corporation
formed or registered on 01/25/1930 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 10871390054.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/06/2017, and by documents delivered to this office electronically through 09/07/2017 @ 13:33:32.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/07/2017 @ 13:33:32 in accordance with applicable law. This certificate is assigned Confirmation Number 10434481.

Wayne W. Williams
Secretary of State of the State of Colorado
PERFORMANCE, PAYMENT, MAINTENANCE AND WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that THE PERFECT PATCH ASPHALT CO., a Colorado corporation, having a principal office address of 3803 E. 64th Ave., Commerce City, CO 80022, as Principal, herein called Contractor, and ________________________, as surety, herein called Surety, are hereby held and firmly bound to the City of Central, Colorado, as Obligee, herein called Owner or City, in the sum of Seventy-Three Thousand Three Hundred and Twenty-Seven Dollars ($73,327.00), for the payment of which the Contractor and Surety bind themselves as well as their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor and Owner have entered into a written construction contract dated the ___ day of September, 2017 (the “Contract”), for the construction and completion of Central City 2017 Asphalt Paving Projects (City of Central Project No. 2017-6), which Contract, together with all Contract Documents, is by reference made a part hereof.

WHEREAS, Contractor and Surety are jointly and severally liable under the provisions of this bond and action against either or both may proceed without prior action against the other, and both may be joined in one action.

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST. The Contractor shall: (1) faithfully perform all requirements and obligations of the Contract, specifically including all extended warranty or guarantee provisions, and other applicable law, and satisfy all claims and demands incurred for the same; (ii) fully indemnify and hold harmless the City from all costs and damages which the City may incur in making good any default of the Contractor under the Contract.

SECOND. The Contractor shall protect, defend, indemnify and save harmless the City and its officers, agents, servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including, in part, the loss of use, resulting therefrom, based upon or allegedly based upon any act, omission or occurrence of the Contractor, or its employees, agents, subcontractors or suppliers, or anyone else under the Contractor’s direction and control (regardless of whether or not cause in part by a party indemnified hereunder), and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract (the “Work”), or from conditions created by the performance or non-performance of the Work.

Whenever Contractor shall be, and is declared by Owner to be in default under the Contract, the Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a cefault or a succession of
defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph of this bond. The term “balance of the Contract price,” as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor; or

3. Complete or cause to be completed any repairs or other work required to be completed under the applicable one (1) year warranty period.

THIRD. The Contractor shall pay all persons, firms and corporations, all just claims due them for the payment of all laborers and mechanics for labor performed, for all materials and equipment used or rented in the performance of the Work described in the Contract subject, however, to the following conditions.

1. A claimant is defined as one having a direct Contract with the Contractor, or with a Subcontractor of the Contractor for labor material or both, used or reasonably required for use in performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant’s Work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be due the claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

   a. Unless claimant, other than one having a direct Contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the City, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the Work or labor was done or performed. Such notice shall be served by mailing same by registered mail or certified, postage prepaid, in an envelope addressed to the Contractor, City, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.

   b. After expiration of six (6) months following the date on which Contractor ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
c. Unless claimant brings such action in a state court of competent jurisdiction in and for Gilpin County, Colorado, or such other county in which the Work (as described in the Contract) is to be completed, and not elsewhere.

FOURTH. The Contractor and Surety shall guarantee and warrant that all Work shall remain in good order and repair for a period of one (1) year from date of final acceptance from all causes arising from defective workmanship and materials, and shall make all repairs arising from said causes during such period without further compensation, and shall further guarantee that all areas within the public rights-of-way affected by the Work shall remain in good order and repair without further compensation from the City for a period of one (1) year from and after final acceptance of the Work by the City. The determination of the necessity for the repair or replacement of any Work or areas within public rights-of-way shall rest entirely with the City, and the City’s decision upon the matter shall be final and obligatory upon the Contractor, subject to judicial review pursuant to applicable law.

The Surety hereby waives the right to special notification of any alterations, omissions or reductions, extra or additional work, extensions of time, Change Orders, Field Orders, or any other act or acts of the City or its authorized agents under the terms of the Contract; and failure to notify Surety of such shall in no way relieve Surety of its obligations under this bond.

Further, the Surety shall pay to the City all costs and attorney fees necessary to enforce the provisions of the bond provisions contained herein.

Unless prohibited by law, an action on this bond may be brought by the City or any person entitled to the benefits of this bond at any time within three (3) years from the date on which final payment under the Contract falls due.

Upon full compliance with all the obligations of the Contract, the City shall release this bond, in writing. This bond shall remain in effect until released by the City or the City consents in writing to acceptance of a substitute bond.

SIGNED AND SEALED THIS _____ day of ____________, 2017.

PRINCIPAL (CONTRACTOR) SURETY

THE PERFECT PATCH ASPHALT CO. (Name of Company)

(Name of Company)

By: __________________________

By: __________________________

Address:

3803 E. 64th Ave.

Address:

COMMERCIAL CITY, CO 80022

NOTE: Surety companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the City of Centennial.

(Accompany this bond with Attorney-in-Fact’s authority from the Surety to execute the bond, certified to include the date of the bond.)
______________, 2017

Jay Poirier
CEO
THE PERFECT PATCH ASPHALT CO.
3803 E. 64th Ave.
Commerce City, CO 80022

Re: City of Central Project No. 2017-6 (2017 Asphalt Projects)

Dear Jay:

This letter constitutes the City’s Notice of Award for the above referenced project, awarding the project to The Perfect Patch Asphalt Co., a Colorado corporation (the “Contractor”).

Also enclosed are two (2) originals of the Construction Contract. Complete copies of all Contract Documents for this project may be obtained from the Rocky Mountain Bid Net System, which may be accessed at: https://www.bidnetdirect.com/colorado

In accordance with the Request for Proposals (“RFP”), the Contractor is required to execute the Construction Contract, furnish the required Performance, Payment, Maintenance and Warranty Bond (the “Bond”), and furnish the required evidence of insurance (the “Required Insurance”) to the City.

Therefore, please proceed to execute the two (2) originals of the Construction Contract and return the same to the City along with the following:

- The executed Bond; and
- Proof of the Required Insurance (all required insurance is outlined in Article 11 of the General Conditions of the Construction Contract).
The two (2) originals of the Construction Contract, together with the above referenced documents must be returned to the City by September 15, 2017. With respect to the Required Insurance, the policies and coverages that are required for the project are detailed in Article 11 of the General Conditions, and generally include workers’ compensation insurance, comprehensive general liability insurance, automobile liability insurance, umbrella/excess liability insurance, together with other required insurance coverages.

The Contractor is required to submit proof of all Required Insurance when it delivers the two (2) executed copies of the Construction Contract to the City. The City must be named as an additional insured on all applicable insurance policies and certificates of insurance. Insurance certificates required for this project are required to be sent or delivered to my attention.

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

If you have any questions regarding this letter, please feel free to contact me directly at 720.279-7336 (office) or 303.419.7502 (cell). The City looks forward to working with Perfect Patch on a successful project.

Sincerely,

Sam Hoover
Public Works Director

cc: Marcus McAskin, City Attorney (w/o enclosures)
AGENDA ITEM # 11
CITY COUNCIL COMMUNICATION FORM

FROM: Abigail Adame, Finance Director
DATE: September 19, 2017
ITEM: Acceptance of 2018 CIRSA Property/Casualty & Worker’s Compensation Preliminary Contribution Quotations

NEXT STEP: Review an accept CIRSA’s 2018 quotes for the City’s Property/Casualty and Workers’ Compensation insurance.

___ ORDINANCE
___ MOTION
X INFORMATION

I. REQUEST OR ISSUE: The City has received CIRSA’s Preliminary Contribution Quotes for 2018 Property/Casualty and Workers’ Compensation Insurance coverage. In order for CIRSA to finalize the Quotes it is necessary for City Council to formally accept the quotes. By doing so, Council is choosing the City’s insurance carrier for Property/Casualty and Workers’ Compensation for 2018.

Both Quotes are attached for review.

II. RECOMMENDED ACTION / NEXT STEP: Accept the Property/Casualty and Workers’ Compensation Preliminary Contribution Quotations for 2018.

III. FISCAL IMPACTS:

Property/Casualty- The Preliminary 2018 Quote is $74,894. This is a decrease of ($15,046) from 2017’s accepted premium amount. This quote reflects a reduction in fleet which occurred in 2017 when the City transferred 5 police vehicle units to the Gilpin County Sheriff’s Office in accordance with the IGA between the City, Gilpin County and the Gilpin County Sheriff’s Office.

Workers’ Compensation- The Preliminary 2018 quote is $24,823. This is a decrease of ($12,963) from 2017’s accepted premium amount. This quote is reflective of a decrease in the number of City employees (police officers) which in turn decreased the overall quote.
IV. **BACKGROUND INFORMATION:** During May the Finance Director prepares and submits to CIRSA information regarding the City's plans for personnel costs, property and equipment in the following year. CIRSA then uses this information along with the City's loss and claims history to prepare quotes for Property/Casualty and Workers' Compensation insurance coverage. Quotes are then submitted to City Council for formal approval. Once accepted by City Council, staff executes the Acceptance Form and returns it to CIRSA thereby committing to the quoted coverage for the following year.

The City did not request bids from other insurance agencies for 2018 because CIRSA is a preferred insurance provider for municipalities based on the advantages of participating in a pooled insurance group where all losses and gains are spread equally among all members. This method of pooling gains and losses generally equates to better pricing.

V. **LEGAL ISSUES:** The City is required to carry both Property/Casualty and Workers' Compensation insurance.

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

VII. **SUMMARY AND ALTERNATIVES:**
1. Make a motion to formally accept the 2018 Property/Casualty and Workers' Compensation Preliminary Insurance Quotes.
2. Direct staff to pursue alternative insurance coverage options.
CIRSA Workers' Compensation Pool
Preliminary 2018 Contribution Quotation for:
Central City

To Continue This Deductible/SCP Option for 2018 Initial Here:

Current Deductible or SCP: $1,000

(or choose another option below)

Contribution Before Reserve and Loss Experience: $29,908
Reserve Fund Contribution: $0
Impact of Loss Experience: ($5,085)

Total 2018 Preliminary Quotation Before Credits: $24,823

Credit Options: You must write in the amount that you wish to use. Amounts may be split between available options.

2017 Loss Control (LC) Audit Credit: $0
Balance Remaining from Prior Years’ LC Credits: $0

Preliminary Quotation At Current Deductible With All Available Credits Applied: $24,823

Or, select a different deductible option:

Revised Quote Deductible/SCP (Before Credits) To Accept a New Deductible Option for 2018, Initial Next to the Option (Choose Only One):

$0 $26,526
DO NOT PAY THE AMOUNT SHOWN ON PAGE 1. AN INVOICE WILL BE SENT ON JANUARY 1, 2018.

The Board has established two options for payment of your 2018 Workers' Compensation Pool billing for 2018.

Please select one of the boxes below indicating how you would like to be billed:

☐ Annual billing on January 1, 2018
☐ Quarterly billing on January 1, April 1, July 1 and October 1, 2018

This preliminary quotation includes all exposures reported on your entity's 2018 Workers' Compensation Renewal Application.

The undersigned is authorized to accept this preliminary quotation on behalf of the City of Central City.

We accept this preliminary quotation for January 1, 2018 to January 1, 2019. We understand our final invoice may increase or decrease depending upon the number of Workers' Compensation members for 2018, actual excess insurance premiums, and any changes made to our 2018 renewal application.

Signature:______________________________________________

Title:____________________________________________________

Date:____________________________________________________

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

Both pages of this form must be returned by Friday, September 29, 2017. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Monique Ferguson, Underwriting Administrative Assistant
3665 Cherry Creek North Drive
Denver, CO 80209
Fax: (303) 757-8950 or (800) 850-8950
E-Mail: MoniqueF@cirsa.org
CIRSA Property/Casualty Pool
Preliminary 2018 Contribution Quotation for:
Central City

Current Deductibles:

<table>
<thead>
<tr>
<th>Liability *</th>
<th>Auto Liability</th>
<th>Physical Damage</th>
<th>Property **</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000</td>
<td>$1,000</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

To Continue with This Deductible
Option for 2018 Initial Here:

(or choose another option below)

Contribution Before Reserve and Loss Experience: $64,115
Reserve Fund Contribution: $0
Impact of Loss Experience: $10,779
Total 2018 Preliminary Quotation Before Credits: $74,894

Credit Options: You must write in the amount that you wish to use. Amounts may be split between available options.

<table>
<thead>
<tr>
<th>Credit PC</th>
<th>Deposit / Leave in Account</th>
<th>Send Check</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

2017 Loss Control Audit Credit: $0
Balance Remaining from Prior Years' LC Credits: $0

Preliminary Quotation at Current Deductible
With All Available Credits Applied: $74,894

Or, select a different deductible option:

You did not request any other deductible options. Contact your Underwriting Representative if you are interested in other options.
The Board has established two options for payment of your 2018 Property/Casualty Pool billing for 2018.
Please select one of the boxes below indicating how you would like to be billed:
-
☐ Annual billing on January 1, 2018
☐ Quarterly billing on January 1, April 1, July 1 and October 1, 2018

This preliminary quotation includes all exposures reported on your entity's 2018 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before August 15, 2017.

* Regarding the Liability Deductible shown on page 1, a $500 deductible quotation is offered to members, if requested, for general liability. However, police professional and public officials errors and omissions deductibles cannot go below $1,000.

** Regarding the Property Deductible shown on page 1, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of $1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

Based upon the selections made in your 2018 Property/Casualty Renewal Application, the City of Central City has elected to participate in Uninsured/Underinsured Motorist Coverage.

If this is incorrect, or you wish to change your selection at this time, please contact your Underwriting Representative at (800) 228-7136 or (303) 757-5475.

The undersigned is authorized to accept this preliminary quotation on behalf of the City of Central City.

We accept this preliminary quotation for January 1, 2018 to January 1, 2019. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2018, actual excess insurance premiums, and any changes made to our 2018 renewal application.

Signature: _______________________________ Date: _______________________________

Title: _________________________________

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

Both pages of this form must be returned by Friday, September 29, 2017. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Monique Ferguson, Underwriting Administrative Assistant
3665 Cherry Creek North Drive
Denver, CO 80209
Fax: (303) 757-8950 or (800) 856-8950
E-Mail: MoniqueF@cirsa.org
To: Central City Council
From: Ray W. Rears, Community Development Director
Date: September 19, 2017
Re: Department Update

Development
1) Mineral Impact Grant (Comprehensive Plan, LDC and Design Guidelines) — Close Out - $180,000
2) CDBG — Resilience Project. — Closeout - $75,000 — Second meeting with DOLA — Aug 30, 2017
3) Wayfinding Signage —
   a. 4-6 weeks for production — Mounted in late Oct.
4) Marijuana Suspension — Work Session memo prepared for discussion on September 19th
5) UNC Survey — Surveys submitted — awaiting findings
6) Various initial development/building inquires addressed.
7) Joint Planning / Historic Preservation Commission held on Sept. 12th
   a. Formal recommendation to council made by both commissions for approval

Economic Development
1) Northwest Colorado Enterprise Zone
   a. Local Casino is pursuing a tax credit for qualified work
   b. Central City Opera — Enterprise Zone Project — Tax Credit Opportunities being pursued

Historic Preservation
2) Belvidere Theater
   a. RFP — Sept. 21, 2017 submittal deadline
3) Washington Hall RFP — Work continues
   a. RFP for heat — in draft stage
4) 2017 HPC Cases - 15

Code Enforcement
1) Work continues on reported violations
   a. Cases Reported in 2016 — 35
   b. Cases Reported in 2017 — 29

IT/Web/Audio Visual
1) Website, Facebook and Twitter internal administration continues.
2) Channel 20 — Reported to be operation in October
3) Livestreaming meetings being investigated
Events / Marketing

1) Billboard –
   a. 2018/2019 Lease program will be released in September
   b. City #6 in-bound
      i. City Billboard – “Shop Central City” – September Installation anticipated

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

3) Short Promotional Videos are planned with two firms as well as the Opera – filmed and being produced

4) Visitor Center
   a. Refresh of the area nearly complete. New items to sell are being pursued.
   b. Winter hours have started.

5) Main Street Central City
   a. 2016 MS Central City Photo Contest Winners – Post Cards – Available For Purchase
   b. Investigating Downtown Colorado Inc. grant for paid staff to assist with MSCC efforts

6) 2017 Additional Marketing Items
   a. 118 Radio Spots purchased to promote Central City
   b. Jeffco Living print and digital ads Runs for 6 month/ change messages monthly, Attractions, Shop, Dine, local business promotion, etc.)
   c. MMAC ½ page running new monthly messages from May through the end of August (Focus on seasonal attractions, local business, etc.)
   d. Will also be ¼ page ads ran in MMAC, The Mountain Ear, etc.
   e. Blasts, Radio Banner Ads and on-air mentions

Staffing

1) Contractor(s) retained to assist with Washington Hall/ Belvidere/ Special Projects and Electronic Message Board (EMB) sign code update/discussion.

2) Management of consultant contracts.

3) Ongoing employee wellness program. – New program being investigated
To: Mayor Heider, City Council, and City Manager Miera
From: Reba Bechtel, City Clerk
Date: September 19, 2017
Re: Bi-weekly Report

- Prep for the Regular Council meeting of 9/19
- Prep and attended HPC 9/13
- Prep and attended joint PC/HPC 9/12
- Prep and processed court 9/11
- Records room project underway with the assistance of a very generous volunteer
- Liquor Licenses renewed YTD - 8
- Marijuana Licenses renewed YTD - 4
- Misc information regarding: sign permits, special events, building permits, code questions, HP, records response, liquor, and marijuana.
To: Mayor Heider, City Council, and City Manager

From: Sam Hoover, Public Works Director

Date: September 13, 2017

Re: Bi-weekly Report

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

- Swept the downtown area
- Provided support for the Hot-Rod Hill Climb
- Installed bus parking lane, right turn lane and all applicable signs across from the Post Office on Gregory Street
- Milled large cracks and failures on the Parkway, and patched areas with hot mix asphalt
- Started crack sealing the Parkway, from the 8 mile marker to the 6 mile marker
- Selected the contractor for the 2017 Asphalt Pavement Contract
o Department staff went on another intake diversion structure tour, Councilman Aiken and Public Works Director Hoover experienced where the city obtains the raw water.

o Department staff was off to the intake diversion structures yet again; this trip was to discuss the design phase for the replacement of the diversion points. Staff took Project Engineer Will Raatz, Civil Engineers, Geotechnical specialists, and a land surveyor.

o Staff met with water resource engineer Dave Swenson of Deer & Ault Consultants to review the city's water accounting and measurement procedures and recording.

o Staff has been preparing projections for the 2018 budget process.