Ringing of the Bell:
1. Call to Order:
2. Roll Call & Pledge of Allegiance:
3. Agenda Changes:
4. Conflicts of Interest: (Council disclosures are on file w/City Clerk & Sec. of State)
5. Introduction of New Employees: Police Officers Heidi Hansen and Craig Harvey
   Fleet Technician Lorenzo Robinson
6. Public Comment: Please limit comments to 5 minutes
7. Approval of Minutes: Regular Meeting of November 11, 2015
   Special Meeting of November 18, 2015
8. 2016 Budget Adoption
   A. Resolution 73, A Resolution Summarizing Expenditures and Revenues for Each Fund
      and Adopting a Budget for the City of Black Hawk, Colorado for the Calendar Year
      Beginning on the First Day of January 2016 and Ending on the Last Day of December
      2016, and Appropriating Sums of Money to Various Funds and Spending Agencies
      in the Amount, and for the Purposes Set Forth within the Attached 2016 Budget
9. Public Hearings:
   A. CB40, An Ordinance Levyng General Property Taxes for the Year 2015 to Help Defray
      the Costs of Government for the City of Black Hawk, Colorado for the 2016 Budget
      Year
   B. CB41, An Ordinance Approving an Intergovernmental Agreement Concerning the
      Marketing and Promotion of Black Hawk Between the City of Black Hawk and the
      Black Hawk Business Improvement District
   C. CB42, An Ordinance Approving an Intergovernmental Agreement Concerning a Joint
      Municipal Transportation System Between the City of Black Hawk and the City of
      Central
   D. CB43, An Ordinance Approving an Intergovernmental Agreement Between the City of
      Black Hawk, the County of Gilpin, the County of Clear Creek, and the Evergreen Fire
      Protection District Establishing VHF Regional Maintenance Program
   E. CB44, An Ordinance Approving the Intergovernmental Agreement Between the City of
      Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the
      Authority’s Ambulances
   F. Resolution 74, A Resolution Conditionally Approving a Certificate of Appropriateness
      for Exterior Improvements at 137A Clear Creek Street
   G. Resolution 75, A Resolution Conditionally Approving a Certificate of Appropriateness
      for the Police Annex Emergency Operators Center at 911 Miners Mesa Road
   H. CB45, An Ordinance Repealing and Reenacting Sections 2-4 and 2-5 of the Black
      Hawk Municipal Code Regarding Deadlines for Write In Candidate Affidavits and
      Nomination Petitions
   I. CB46, An Ordinance Approving an Intergovernmental Agreement Between the City of
      Black Hawk and the State of Colorado, Acting By and Through the Department of
      Public Health and Environment, Regarding the North Clear Creek Water Treatment
      Plant to be Constructed Along State Highway 119
J. CB47, An Ordinance Authorizing the Execution and Delivery of a Loan Agreement and Related Documents in order to Refinance the City’s Outstanding Device Tax Revenue Refunding Bonds, Series 2006A, to Affect Interest Rate Savings

10. ACTION ITEMS:

A. Resolution 76, A Resolution Approving the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2016 Between MV Transportation, Inc. and the City of Black Hawk

B. Resolution 77, A Resolution to Encourage the Increase of the City’s Market Share Through a Contribution in an Amount Equal to a Temporary Rebate of Certain Device Taxes

C. Resolution 78, A Resolution Approving the Fourth Addendum to Personal Services Agreement with 5280 Strategies, LLC

D. Resolution 79, A Resolution Adopting the City of Black Hawk Emergency Operations Plan and Appendices C (Public Notification and Warning), D (Shelter in Place and Evacuation), and E (Resource Mobilization)

E. Resolution 80, A Resolution Approving the 2016 Contract with Pinnacol Assurance for Worker’s Compensation Insurance

F. Resolution 81, A Resolution Approving the Agreement Between the City of Black Hawk and Marine Diving Solutions for the Dory Hill Finished Water Storage Tank Interior Blast and Recoat Project in the Amount of $63,345

G. Resolution 82, A Resolution Approving Certain Service Agreements for Calendar Year 2016 for Community Planning and Development

H. Resolution 83, A Resolution Approving Certain Service Agreements for Calendar Year 2016 for Public Works

I. Resolution 84, A Resolution Approving the Service Agreements for Vehicle Towing Services

J. Resolution 85, A Resolution Approving an Agreement for Construction of the Selak Street Secondary Electrical Services Project Between the City of Black Hawk and Master Electrical Contractors, Inc. in the Amount of $299,985

K. Resolution 86, A Resolution Adopting the 2016 Holiday Schedule

L. Resolution 87, A Resolution Adopting the 2016 City Council Regular Meeting Schedule

M. Resolution 88, A Resolution Authorizing a Payment of $50,000 to the Black Hawk Business Improvement District for Marketing Purposes

N. Local Liquor Licensing Authority Consideration of a Request for a New Tavern License for Ameristar Lake Charles Holdings, LLC dba Altitude Bar at 111 Richman Street, to set the Boundaries of the Neighborhood and to Set a Date for Public Hearing

11. CITY MANAGER REPORTS:

12. CITY ATTORNEY:

13. EXECUTIVE SESSION:

14. ADJOURNMENT:
Officer Hansen started her law enforcement career when she was in high school as a police explorer with the Arvada Police Department. She was a police dispatcher for the Colorado State Patrol for six years and also has experience as a dispatcher with the Arapahoe County Sheriff’s Office.

Officer Hansen is a Colorado native and wife of a Colorado State Trooper and mother to an 8 year old son. She has two dogs that join her and her family in hiking and camping trips and four-wheeling. She feels honored she was chosen to serve the City of Black Hawk and is proud to call herself a Black Hawk Police Officer.
Officer Harvey worked for the Laramie County Sheriff’s Department in Cheyenne, Wyoming for ten years. He grew up in Fort Wayne, Indiana and has always had an interest in law enforcement. When away from work he enjoys trout fishing, riding ATV’s, hunting and target shooting.

Officer Harvey is married and has a 13 year old daughter. His wife is a nurse. He brings to Black Hawk his love for law enforcement and experience to interact with diverse groups of people. He enjoys the family atmosphere at the police department and is looking forward to growing with the city.
CITY OF BLACK HAWK NEW EMPLOYEE INTRODUCTION

LORENZO ROBINSON
FLEET TECHNICIAN

Lorenzo started working for the City on October 26th. Before coming to work for the City, Lorenzo worked as a field service technician for Crown Lift Trucks. He was born in Colorado but raised in Nevada; he came back to Colorado in 2002 and currently lives in Thornton. He is engaged, has a daughter and 2 dogs – a Siberian husky and a yellow lab. Lorenzo likes to spend his free time doing anything that involves the outdoors with his family; especially jeeping in the summer. Lorenzo is really enjoying getting to know his co-workers and working for the City.
Marine Corps Veteran and Alderman Paul Bennett rang the bell on this Veteran’s Day Holiday.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, November 11, 2015, at 3:00 p.m. by Mayor Spellman.

2. ROLL CALL: Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, Moates, and Torres.

Staff present: City Attorney Hoffmann, Police Chief Cole, City Clerk/Administrative Services Director Greiner, Community Planning and Development Administrator Linker, Baseline Consultant Vince Harris, Finance Director Hillis, Public Works Director Isbester, Fire Chief Taylor, and Deputy City Clerk Martin.

PLEDGE OF ALLEGIANCE: Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance and asked for a moment of silence to reflect on those who have served our country and for those who are still serving.

3. AGENDA CHANGES: Deputy City Clerk Martin confirmed there were no agenda changes.

4. CONFLICTS OF INTEREST: City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. There were no conflicts noted from City Council.

City Attorney Hoffmann asked the audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. The audience had no objections.

5. PUBLIC COMMENTS: Deputy City Clerk Martin confirmed that no one had signed up to speak.
6. APPROVAL OF MINUTES

October 28, 2015.

MOTION TO APPROVE

Alderman Johnson MOVED and was SECONDED by Alderman Torres to approve the Minutes as presented.

MOTION PASSED

There was no discussion and the motion passed unanimously.

7. PUBLIC HEARINGS:

A. CB 24, An Ordinance Vacating Certain Municipally Owned Tract and Certain Right-of-Way Subject to the Reservation of Easements Thereunder

Mayor Spellman read the title and opened the public hearing.

Baseline Consultant Vince Harris explained the proposal to vacate platted Tract B of Monarch Casino Filing No. 1 and a portion of Main Street Right-of-Way for the Monarch Casino to install underground tanks for grease and oil separators. Monarch Casino will need to utilize this property above ground as well for maintenance and inspection of these underground facilities.

City Attorney Hoffman stated for the record that none of the City of Black Hawk’s rights are changing; all the rights the City had before, they will still have after this approval.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB24, An Ordinance Vacating Certain Municipally Owned Tract and Certain Right-of-Way Subject to the Reservation of Easements Thereunder open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to Approve CB24, An Ordinance Vacating Certain Municipally Owned Tract and Certain Right-of-Way Subject to the Reservation of Easements Thereunder.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

B. Resolution 71, A Resolution Adopting a Three Mile Plan for the City of Black Hawk

Mayor Spellman read the title and opened the public hearing.
City Attorney Hoffman said this item does not require a public hearing, yet it is required to be updated prior to hearing the following Ordinances CB25 through CB35 for annexation. He said as per state statute the City is to have updated, at least once annually, their three-mile plan when it comes to annexing property. The original Intergovernmental Agreement with the City of Central, County of Gilpin and Black Hawk-Central City Sanitation District is dated September 29, 1999.

**MOTION TO APPROVE**

Alderman Armbright MOVED and was SECONDED by Alderman Torres to Approve Resolution 71, A Resolution Adopting a Three Mile Plan for the City of Black Hawk.

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously.

C. CB 25, An Ordinance Approving and Accomplishing the Annexation of Quartz Valley/Maryland Mountain 2015 Annexation No. 1 of Contiguous Unincorporated City-Owned Property Located in Gilpin County

D. CB 26, An Ordinance Approving and Accomplishing the Annexation of Quartz Valley/Maryland Mountain 2015 Annexation No. 2 of Contiguous Unincorporated City-Owned Property Located in Gilpin County

E. CB 27, An Ordinance Approving and Accomplishing the Annexation of Quartz Valley/Maryland Mountain 2015 Annexation No. 3 of Contiguous Unincorporated City-Owned Property Located in Gilpin County

F. CB 28, An Ordinance Approving and Accomplishing the Annexation of Quartz Valley/Maryland Mountain 2015 Annexation No. 4 of Contiguous Unincorporated City-Owned Property Located in Gilpin County

G. CB 29, An Ordinance Approving and Accomplishing the Annexation of Quartz Valley/Maryland Mountain 2015 Annexation No. 5 of Contiguous Unincorporated City-Owned Property Located in Gilpin County

H. CB 30, An Ordinance Approving and Accomplishing the Annexation of Quartz Valley/Maryland Mountain 2015 Annexation No. 6 of Contiguous Unincorporated City-Owned Property Located in Gilpin County

I. CB 31, An Ordinance Approving and Accomplishing the Annexation of Quartz Valley/Maryland Mountain 2015 Annexation No. 7 of Contiguous Unincorporated City-Owned Property Located in Gilpin County

J. CB 32, An Ordinance Approving and Accomplishing the Annexation of Quartz Valley/Maryland Mountain 2015 Annexation No. 8 of Contiguous Unincorporated City-Owned Property Located in Gilpin County
K. CB 33, An Ordinance Approving and Accomplishing the Annexation of Quartz Valley/Maryland Mountain 2015 Annexation No. 9 of Contiguous Unincorporated City-Owned Property Located in Gilpin County

L. CB 34, An Ordinance Approving and Accomplishing the Annexation of Quartz Valley/Maryland Mountain 2015 Annexation No. 10 of Contiguous Unincorporated City-Owned Property Located in Gilpin County

M. CB 35, An Ordinance Approving and Accomplishing the Annexation of Quartz Valley/Maryland Mountain 2015 Annexation No. 11 of Contiguous Unincorporated City-Owned Property Located in Gilpin County

Mayor Spellman combined agenda items 7C through 7M, read the titles and opened the public hearing.

Baseline Consultant Harris explained that more acreage was acquired in the Quartz Valley/Maryland Mountain area to fill in various gaps since the last annexations of this area back in April of 2013. Harris pointed out that the City of Black Hawk is the sole owner of these eleven (11) parcels and each annexation individually meets state standards for contiguity.

City Attorney Hoffmann confirmed these parcels are municipally owned property and, because of that, just a public hearing was required; a courtesy notice was sent to the City of Central and the County of Gilpin with no comments received back.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Ordinances 25 through 35 Approving and Accomplishing the Annexation of Quartz Valley/Maryland Mountain 2015 Annexation No. 1 through Annexation No. 11 of Contiguous Unincorporated City-Owned Property Located in Gilpin County open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE

Alderman Johnson MOVED and was SECONDED by Alderman Moates to Approve Ordinances 25 through 35 Approving and Accomplishing the Annexation of Quartz Valley/Maryland Mountain 2015 Annexation No. 1 through Annexation No. 11 of Contiguous Unincorporated City-Owned Property Located in Gilpin County.

MOTION PASSED There was no discussion and the motion PASSED unanimously.
N. CB 36, A Bill for an Ordinance Zoning Certain City-Owned Property (Quartz Valley/Maryland Mountain 2015 Annexation Parcels) to the HARD – History Appreciation Recreation Destination District

Mayor Spellman read the title and opened the public hearing.

Baseline Consultant Harris first wanted to compliment Doug Lancaster of CCS Consultants for conducting the research and pulling together all the plats for the last agenda items. Harris said the City is now required to zone those parcels after annexing. He said the current zoning is the HARD District, and staff recommends the initial zoning of these 11 annexations to also be in the HARD District.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Ordinance 36, A Bill for an Ordinance Zoning Certain City-Owned Property (Quartz Valley/Maryland Mountain 2015 Annexation Parcels) to the HARD – History Appreciation Recreation Destination District open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Armbright to Approve Ordinance 36, A Bill for an Ordinance Zoning Certain City-Owned Property (Quartz Valley/Maryland Mountain 2015 Annexation Parcels) to the HARD – History Appreciation Recreation Destination District.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

O. CB 37, An Ordinance Repealing Section 10-133 of the Black Hawk Municipal Code

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann explained some recent case law that potentially views panhandling ordinances as being unconstitutional and a violation under the First Amendment Right. He went on to say that in no way does repealing this ordinance prevent police from enforcing other code violations.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Ordinance 37, An Ordinance Repealing Section 10-133 of the Black Hawk Municipal Code open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.
No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

**MOTION TO APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Moates to Approve Ordinance 37, An Ordinance Repealing Section 10-133 of the Black Hawk Municipal Code.

**MOTION PASSED**

There was no discussion and the motion **PASSED** unanimously.

**P. CB 38, An Ordinance Amending Section 4-175 of the Black Hawk Municipal Code Regarding Imposition of the Transportation Device Fee**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann explained that this was a clean-up to reflect the current structure for computing the Transportation Device fee based on the City’s current practice and the need to have it done before the end of year.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on Ordinance 38, An Ordinance Amending Section 4-175 of the Black Hawk Municipal Code Regarding Imposition of the Transportation Device Fee open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Midcap to Approve Ordinance 38, An Ordinance Amending Section 4-175 of the Black Hawk Municipal Code Regarding Imposition of the Transportation Device Fee.

**MOTION PASSED**

There was no discussion and the motion **PASSED** unanimously.

**Q. CB 39, An Ordinance Amending Section 4-177 by the Addition Thereto of a New Subsection (c) Providing that the City of Black Hawk Transportation Device Fee Trust Fund is and shall be Operated as an Enterprise Fund within the meaning of Colorado Law**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann explained that the City, under the current code, already operates the transportation fund as a separate fund. This Ordinance is a clean-up to confirm the fund is to be operated as an
enterprise fund, much like a business where revenues and expenses need to off-set one another. He said this is part of the framework and structure for the future IGA with the City of Central for transportation, so that it is a self-sufficient fund.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Ordinance 39, An Ordinance Amending Section 4-177 by the Addition Thereto of a New Subsection (c) Providing that the City of Black Hawk Transportation Device Fee Trust Fund is and shall be Operated as an Enterprise Fund within the meaning of Colorado Law open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE

Alderman Johnson MOVED and was SECONDED by Alderman Armbright to Approve Ordinance 39, An Ordinance Amending Section 4-177 by the Addition Thereto of a New Subsection (c) Providing that the City of Black Hawk Transportation Device Fee Trust Fund is and shall be Operated as an Enterprise Fund within the meaning of Colorado Law.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

R. 2016 Proposed Budget

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann said this public hearing meets the requirement, under the local government budget law, to make the proposed budget available to the public for their opportunity to comment on it. A work session is scheduled for November 18.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on the 2016 Proposed Budget open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

8. ACTION ITEMS:

S. Resolution 72-2015, A Resolution Approving a Professional Service Agreement with FileHold Systems, Inc. for Document Management Software
Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner stated that under the 2015 budget work session meeting, Council approved the Clerk’s office to purchase a Document Management Software System. She explained the many benefits of the FileHold system and the exhaustive search process that led up to choosing them. This system will replace the current Windows based filing system and allow read and print capabilities to all departments.

**MOTION TO APPROVE**

Alderman Armbright MOVED and was SECONDED by Alderman Torres to approve Resolution 72-2015, A Resolution Approving a Professional Service Agreement with FileHold Systems, Inc. for Document Management Software.

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously.

9. **CITY MANAGER REPORTS:**

Finance Director Hillis asked for approval of the $300 holiday bonus for staff, HPC, and Council members, as well as the 2015 annual bonus, both of which were budgeted in 2015. A motion to approve was made by Alderman Bennett, and seconded by Alderman Moates.

10. **CITY ATTORNEY:**

City Attorney Hoffmann had nothing to report.

11. **EXECUTIVE SESSION:**

City Attorney Hoffmann recommended item number 2 and 5 for Executive Session, specific legal issue relates to potential policy revisions.

**MOTION TO ADJOURN INTO EXECUTIVE SESSION**

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 3:27 p.m. to hold a conference with the City’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously.

**MOTION TO ADJOURN**

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn the Executive Session at 4:05 p.m.
MOTION PASSED

There was no discussion and the motion PASSED unanimously.

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 4:05 p.m.

____________________________
Melissa A. Greiner
City Clerk

____________________________
David D. Spellman
Mayor
1. CALL TO ORDER: The Special Meeting of the City Council was called to order on Wednesday, November 18, 2015 at 1:00 p.m. by Mayor Spellman.

2. ROLL CALL: Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, Moates, and Torres.

Staff present: City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, City Clerk/Administrative Services Director Greiner, Finance Director Hillis, Public Works Director Isbester, Community Planning and Development Administrator Linker, and Fire Chief Taylor.

PLEDGE OF ALLEGIANCE: Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.

3. CONFLICTS OF INTEREST: None.

4. PUBLIC COMMENTS: No one from the public was present.

5. WORK SESSION – 2016 PROPOSED BUDGET:

Finance Director Hillis went through the 2016 Proposed Budget, page by page, with Council.

Direction from Council:
- Finance Director Hillis to contact two or three firms in order to provide an estimate for a Sales Tax Audit at the January 27th Council meeting.
- Add Line item under Mayor & Council General Fund for the IGA BID Marketing.
- Reduce the Rock Wall account under Preservation & Restoration Fund from $700,000 to $150,000 and the rest will go to the ending balance.
• Public Works Director authorized to create a change order with Architect to build roof on Gregory Street parking garage structure at an estimated cost of $44,000.
• Spend the Conservation Trust Fund on Maryland Mountain.

Hillis notified Council that $127,000 for System Improvements/Vehicles from the Water – Operations Fund will be pulled out, as previously pointed out as an error.

The Mayor and Aldermen were very pleased with the budget and congratulated staff on another excellent job.

6. ADJOURNMENT: Mayor Spellman declared the Special Meeting of the City Council closed at 2:30 p.m.

____________________________  ________________________
Melissa A. Greiner            David D. Spellman
City Clerk                   Mayor
RESOLUTION 73-2015
A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE CITY OF BLACK HAWK, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2016 AND ENDING ON THE LAST DAY OF DECEMBER 2016, AND APPROPRIATING SUMS OF MONEY TO VARIOUS FUNDS AND SPENDING AGENCIES IN THE AMOUNT, AND FOR THE PURPOSES SET FORTH WITHIN THE ATTACHED 2016 BUDGET
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 73-2015


WHEREAS, upon due and proper notice, published or posted in accordance with the law, the proposed Budget for 2016 was open for inspection by the public at a designated place, a public hearing was held on November 11, 2015, and interested taxpayers were given the opportunity to file or register any objections to said proposed Budget, and;

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves and/or fund balances so that the Budget remains in balance, as required by law.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

SECTION 1. That the Budget as submitted and summarized by Fund, hereby is approved and adopted as the Budget of the City of Black Hawk for the year stated above.

SECTION 2. That the budget hereby approved and adopted shall be signed by the Mayor and made a part of the public records of the City.

SECTION 3. That the sums for 2016, on the attached budget, are hereby appropriated from the revenue of each fund, for purposes stated.

RESOLVED AND PASSED this ___ day of ___________ December______ 2015.

David D. Spellman, Mayor

ATTEST:

By: _____________________________  
Melissa A. Greiner, City Clerk
SUBJECT: 2016 Budget Adoption.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE: Resolution 73-2015, A resolution summarizing the expenditures and revenues for each Fund and adopting a Budget for calendar year 2016.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The attached 2016 Proposed Budget is as presented at the November 11, 2015 Public Hearing, with the exception of items discussed at the November 18, 2015 Budget workshop including changes to the Capital Projects Fund, the Preservation & Restoration Fund and the Water Fund.

AGENDA DATE: December 9, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Resolution

RECORD: [ ] Yes [X] No

CITY ATTORNEY REVIEW: [X] Yes[ ] N/A

SUBMITTED BY: REVIEWED BY:

Lance Hillis, Finance Director

Jack D. Lewis, City Manager
October 13, 2015

Dear Mayor and City Council:

We are pleased to present to you the 2016 Annual Operating & Capital Budget. Council is required to adopt an annual budget for each fiscal year in accordance with the procedure set forth in the Local Government Budget Law of Colorado (CRS 29-1-101).

This message is intended to cover the highlights and significant changes to the 2016 Budget when compared to 2015. Each Department’s budget is similar to 2015 with the exception of the items listed in the following paragraphs. Due to ambitious capital projects proposed and/or incurred for 2015 and 2016, the General Fund, Capital Projects Fund, Preservation & Restoration Fund and the Water Fund are projected to have significant deficit spending.

The 2016 budget includes a total revenue projection (excluding inter-fund transfers and debt proceeds) of $26.5 million for all funds. This is a decrease of 0.6% compared to the estimated revenue for 2015. We project 2016 Gaming Tax revenue to be flat compared to 2015. Device Fee revenue is budgeted to be flat with roughly 8,200 devices currently in use to maintain into 2016. City staff expects sales tax revenue to be flat for 2016. The 2016 budget includes no increase in water rates or device fees and no increase in property tax revenue.

The 2016 budget includes total expenditures (excluding inter-fund transfers) of $40.6 million. Two new positions have been proposed for 2016. The 2016 Budget also includes funding for an estimated 3% adjustment pending market comparisons and funding for a City-wide bonus of up to 3.00%. City staff, with assistance from our benefits consultant, has estimated an increase in medical insurance premiums of 15% for the final six months of 2016. Other benefits including dental insurance have been increased by 10% for the final six months of 2016, while vision insurance is under contract to remain at 2015 levels throughout 2016. The 2016 Budget also includes the continuation of the City contributing 50% of the deductible to each employee’s HSA, plus an additional $1,500 per employee.

Capital Fund projects proposed for 2016 include the following: Police Annex/ Emergency Operation Center for $1,200,000, Maryland Mountain Improvements for $1,700,000, $6,000,000 for Phase 2 of
the Gregory Street Realignment and $2,000,000 for a parking structure on Gregory Street (with another $1,500,000 from Parking Impact Funds). New capital projects within the Preservation & Restoration Fund include the rehabilitation of two residential homes.

The 2016 Budget, as currently presented, does not include any revenue or associated expenses for large scale casino construction projects.

Respectfully submitted,

Jack D. Lewis
City Manager

Lance R. Hillis
Finance Director
## CITY OF BLACK HAWK

### 2016 PROPOSED BUDGET

**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>Revenue, Expenditure &amp; Fund Balance Analysis-All Funds</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund Summary</td>
<td>2</td>
</tr>
<tr>
<td>General Fund Revenue Detail</td>
<td>6</td>
</tr>
<tr>
<td>Mayor &amp; Council</td>
<td>7</td>
</tr>
<tr>
<td>Municipal Court</td>
<td>9</td>
</tr>
<tr>
<td>City Manager</td>
<td>11</td>
</tr>
<tr>
<td>City Clerk</td>
<td>13</td>
</tr>
<tr>
<td>Information Technology</td>
<td>15</td>
</tr>
<tr>
<td>Finance</td>
<td>17</td>
</tr>
<tr>
<td>Planning &amp; Zoning</td>
<td>19</td>
</tr>
<tr>
<td>Police Department</td>
<td>21</td>
</tr>
<tr>
<td>Fire Department</td>
<td>24</td>
</tr>
<tr>
<td>Public Works Administration</td>
<td>26</td>
</tr>
<tr>
<td>Street Maintenance</td>
<td>28</td>
</tr>
<tr>
<td>Fleet Maintenance</td>
<td>29</td>
</tr>
<tr>
<td>Facilities Maintenance</td>
<td>30</td>
</tr>
<tr>
<td>Transportation</td>
<td>31</td>
</tr>
<tr>
<td>Transfer - General Fund</td>
<td>32</td>
</tr>
<tr>
<td>Impact Fee Fund Summary</td>
<td>33</td>
</tr>
<tr>
<td>Impact Fee Fund Revenue Detail</td>
<td>34</td>
</tr>
<tr>
<td>Impact Fee Fund Expenditure Detail</td>
<td>35</td>
</tr>
<tr>
<td>Preservation &amp; Restoration Fund Summary</td>
<td>36</td>
</tr>
<tr>
<td>Preservation &amp; Restoration Fund Revenue Detail</td>
<td>37</td>
</tr>
<tr>
<td>Preservation &amp; Restoration Fund Expenditure Detail</td>
<td>38</td>
</tr>
<tr>
<td>Transportation Device Fee Trust Fund Summary</td>
<td>39</td>
</tr>
<tr>
<td>Transportation Device Fee Trust Fund Revenue Detail</td>
<td>40</td>
</tr>
<tr>
<td>Transportation Device Fee Trust Fund Expenditure Detail</td>
<td>41</td>
</tr>
<tr>
<td>Capital Projects Fund Summary</td>
<td>42</td>
</tr>
<tr>
<td>Capital Projects Fund Revenue Detail</td>
<td>43</td>
</tr>
<tr>
<td>Capital Projects Fund Expenditure Detail</td>
<td>44</td>
</tr>
<tr>
<td>Debt Service Fund Summary</td>
<td>45</td>
</tr>
<tr>
<td>Debt Service Fund Revenue Detail</td>
<td>46</td>
</tr>
<tr>
<td>Debt Service Fund Expenditure Detail</td>
<td>47</td>
</tr>
<tr>
<td>Debt Service Amortization Schedules</td>
<td>48</td>
</tr>
<tr>
<td>Water Fund Summary</td>
<td>49</td>
</tr>
<tr>
<td>Water Fund Revenue Detail</td>
<td>50</td>
</tr>
<tr>
<td>Water Fund Expenditure Detail</td>
<td>51</td>
</tr>
<tr>
<td>Dory Hill Cemetery Fund Summary</td>
<td>54</td>
</tr>
<tr>
<td>Dory Hill Cemetery Fund Revenue Detail</td>
<td>55</td>
</tr>
<tr>
<td>Dory Hill Cemetery Fund Expenditure Detail</td>
<td>56</td>
</tr>
<tr>
<td>Conservation Trust Fund Summary</td>
<td>57</td>
</tr>
<tr>
<td>Conservation trust Fund Revenue Detail</td>
<td>58</td>
</tr>
<tr>
<td>Conservation Trust Fund Expenditure Detail</td>
<td>59</td>
</tr>
<tr>
<td>Fee Schedule</td>
<td>60</td>
</tr>
</tbody>
</table>
### City of Black Hawk Revenue, Expenditure & Fund Balance Analysis

<table>
<thead>
<tr>
<th></th>
<th>General Fund</th>
<th>Impact Fee Fund</th>
<th>Pres &amp; Rest. Fund</th>
<th>Trans Device Fund</th>
<th>Capital Fund</th>
<th>Debt Fund</th>
<th>Water Fund</th>
<th>Cemetery Fund</th>
<th>Con Trust Fund</th>
<th>Total All Funds</th>
<th>All Funds Less Trans</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Actual Revenues</strong></td>
<td>32,178,239</td>
<td>3,699</td>
<td>3,543,375</td>
<td>648,089</td>
<td>13,147,162</td>
<td>4,410,310</td>
<td>11,377,353</td>
<td>278</td>
<td>1,200</td>
<td>65,309,705</td>
<td>50,565,658</td>
</tr>
<tr>
<td><strong>Actual Expenditures</strong></td>
<td>39,666,805</td>
<td>0</td>
<td>2,495,769</td>
<td>650,650</td>
<td>3,729,604</td>
<td>3,347,075</td>
<td>6,501,444</td>
<td>9,640</td>
<td>0</td>
<td>56,400,986</td>
<td>41,656,939</td>
</tr>
<tr>
<td><strong>Actual Gain (Loss)</strong></td>
<td>(7,488,566)</td>
<td>3,699</td>
<td>1,047,606</td>
<td>(2,561)</td>
<td>9,417,558</td>
<td>1,063,235</td>
<td>4,875,909</td>
<td>(9,362)</td>
<td>1,200</td>
<td>8,908,719</td>
<td>8,908,719</td>
</tr>
<tr>
<td><strong>Fund Balance - Dec. 31, 2014</strong></td>
<td>11,787,797</td>
<td>1,496,458</td>
<td>5,267,688</td>
<td>56,808</td>
<td>9,671,041</td>
<td>2,692,875</td>
<td>5,263,521</td>
<td>102,797</td>
<td>24,400</td>
<td>36,363,386</td>
<td>36,363,386</td>
</tr>
<tr>
<td><strong>Fund Balance - Jan. 1, 2015</strong></td>
<td>11,787,797</td>
<td>1,496,458</td>
<td>5,267,688</td>
<td>56,808</td>
<td>9,671,041</td>
<td>2,692,875</td>
<td>5,263,521</td>
<td>102,797</td>
<td>24,400</td>
<td>36,363,386</td>
<td>36,363,386</td>
</tr>
<tr>
<td><strong>Estimated Revenues</strong></td>
<td>22,642,601</td>
<td>3,800</td>
<td>3,704,077</td>
<td>628,360</td>
<td>9,374,000</td>
<td>2,924,744</td>
<td>2,810,500</td>
<td>0</td>
<td>1,260</td>
<td>42,089,324</td>
<td>26,656,238</td>
</tr>
<tr>
<td><strong>Estimated Expenditures</strong></td>
<td>26,969,919</td>
<td>0</td>
<td>7,828,791</td>
<td>628,360</td>
<td>2,860,044</td>
<td>2,989,375</td>
<td>5,252,351</td>
<td>102,797</td>
<td>0</td>
<td>46,431,637</td>
<td>30,998,533</td>
</tr>
<tr>
<td><strong>Estimated Gain (Loss)</strong></td>
<td>(4,327,318)</td>
<td>3,800</td>
<td>(3,924,714)</td>
<td>0</td>
<td>6,513,956</td>
<td>(64,631)</td>
<td>(2,441,851)</td>
<td>(102,797)</td>
<td>1,260</td>
<td>(4,342,295)</td>
<td>(4,342,295)</td>
</tr>
<tr>
<td><strong>Fund Balance - Dec. 31, 2015</strong></td>
<td>7,460,479</td>
<td>1,500,258</td>
<td>1,342,974</td>
<td>56,808</td>
<td>16,184,997</td>
<td>2,628,244</td>
<td>2,621,670</td>
<td>0</td>
<td>25,660</td>
<td>32,021,091</td>
<td>32,021,091</td>
</tr>
<tr>
<td><strong>Fund Balance - Jan. 1, 2016</strong></td>
<td>7,460,479</td>
<td>1,500,258</td>
<td>1,342,974</td>
<td>56,808</td>
<td>16,184,997</td>
<td>2,628,244</td>
<td>2,621,670</td>
<td>0</td>
<td>25,660</td>
<td>32,021,091</td>
<td>32,021,091</td>
</tr>
<tr>
<td><strong>Proposed Revenues</strong></td>
<td>19,570,431</td>
<td>500</td>
<td>3,702,200</td>
<td>627,400</td>
<td>2,000</td>
<td>2,952,000</td>
<td>2,810,500</td>
<td>0</td>
<td>1,260</td>
<td>29,666,291</td>
<td>26,485,854</td>
</tr>
<tr>
<td><strong>Proposed Expenditures</strong></td>
<td>18,322,005</td>
<td>1,500,000</td>
<td>4,420,727</td>
<td>683,500</td>
<td>12,839,272</td>
<td>2,972,750</td>
<td>4,206,718</td>
<td>0</td>
<td>26,800</td>
<td>44,971,773</td>
<td>41,791,336</td>
</tr>
<tr>
<td><strong>Proposed Gain (Loss)</strong></td>
<td>1,248,425</td>
<td>(1,499,500)</td>
<td>(718,527)</td>
<td>(56,100)</td>
<td>(12,837,272)</td>
<td>(20,750)</td>
<td>(1,396,218)</td>
<td>0</td>
<td>(25,540)</td>
<td>(15,305,482)</td>
<td>(15,305,482)</td>
</tr>
<tr>
<td><strong>Fund Balance - Dec. 31, 2016</strong></td>
<td>8,708,904</td>
<td>758</td>
<td>624,447</td>
<td>708</td>
<td>3,347,725</td>
<td>2,607,494</td>
<td>1,425,452</td>
<td>0</td>
<td>120</td>
<td>16,715,609</td>
<td>16,715,609</td>
</tr>
</tbody>
</table>
### CITY OF BLACK HAWK
### 2016 BUDGET
### GENERAL FUND SUMMARY

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEGINNING FUND BALANCE</strong></td>
<td>19,276,363</td>
<td>11,787,797</td>
<td>11,787,797</td>
<td>11,787,797</td>
<td>11,787,797</td>
<td>7,460,479</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td>32,178,239</td>
<td>22,174,000</td>
<td>22,174,000</td>
<td>5,285,999</td>
<td>22,642,601</td>
<td>19,570,431</td>
</tr>
<tr>
<td><strong>MAYOR &amp; COUNCIL</strong></td>
<td>2,179,255</td>
<td>3,135,786</td>
<td>3,135,786</td>
<td>1,180,719</td>
<td>2,865,653</td>
<td>3,147,998</td>
</tr>
<tr>
<td><strong>MUNICIPAL COURT</strong></td>
<td>58,520</td>
<td>62,633</td>
<td>62,633</td>
<td>21,509</td>
<td>54,611</td>
<td>57,714</td>
</tr>
<tr>
<td><strong>CITY MANAGER</strong></td>
<td>1,387,817</td>
<td>272,315</td>
<td>272,315</td>
<td>132,102</td>
<td>244,952</td>
<td>255,452</td>
</tr>
<tr>
<td><strong>CITY CLERK/ADMINISTRATIVE SERVICES</strong></td>
<td>272,990</td>
<td>777,887</td>
<td>777,887</td>
<td>438,884</td>
<td>744,593</td>
<td>761,187</td>
</tr>
<tr>
<td><strong>INFORMATION TECHNOLOGY</strong></td>
<td>460,379</td>
<td>403,864</td>
<td>403,864</td>
<td>172,958</td>
<td>392,799</td>
<td>430,642</td>
</tr>
<tr>
<td><strong>FINANCE</strong></td>
<td>348,423</td>
<td>351,830</td>
<td>351,830</td>
<td>180,913</td>
<td>340,300</td>
<td>365,789</td>
</tr>
<tr>
<td><strong>PLANNING</strong></td>
<td>643,597</td>
<td>701,323</td>
<td>701,323</td>
<td>203,838</td>
<td>451,828</td>
<td>489,488</td>
</tr>
<tr>
<td><strong>POLICE</strong></td>
<td>2,983,176</td>
<td>3,134,241</td>
<td>3,134,241</td>
<td>1,493,479</td>
<td>3,083,583</td>
<td>3,315,670</td>
</tr>
<tr>
<td><strong>DISPATCH</strong></td>
<td>512,650</td>
<td>522,138</td>
<td>522,138</td>
<td>230,738</td>
<td>520,198</td>
<td>560,095</td>
</tr>
<tr>
<td><strong>FIRE</strong></td>
<td>2,578,748</td>
<td>2,555,687</td>
<td>2,555,687</td>
<td>1,252,917</td>
<td>2,509,437</td>
<td>2,616,667</td>
</tr>
<tr>
<td><strong>PUBLIC WORKS ADMIN</strong></td>
<td>1,090,035</td>
<td>1,099,238</td>
<td>1,099,238</td>
<td>455,288</td>
<td>1,049,783</td>
<td>1,138,342</td>
</tr>
<tr>
<td><strong>STREET</strong></td>
<td>835,327</td>
<td>1,128,175</td>
<td>1,128,175</td>
<td>343,169</td>
<td>1,005,696</td>
<td>1,226,419</td>
</tr>
<tr>
<td><strong>FLEET</strong></td>
<td>582,074</td>
<td>607,942</td>
<td>607,942</td>
<td>265,253</td>
<td>564,168</td>
<td>639,769</td>
</tr>
<tr>
<td><strong>FACILITIES</strong></td>
<td>309,260</td>
<td>358,883</td>
<td>358,883</td>
<td>141,295</td>
<td>341,574</td>
<td>384,773</td>
</tr>
<tr>
<td><strong>TRANSPORTATION</strong></td>
<td>531,157</td>
<td>681,500</td>
<td>681,500</td>
<td>235,140</td>
<td>596,000</td>
<td>0</td>
</tr>
<tr>
<td><strong>TRANSFERS</strong></td>
<td>24,893,397</td>
<td>12,204,744</td>
<td>12,204,744</td>
<td>6,102,372</td>
<td>12,204,744</td>
<td>2,932,000</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>39,666,805</td>
<td>27,998,186</td>
<td>27,998,186</td>
<td>12,850,574</td>
<td>26,969,919</td>
<td>18,322,005</td>
</tr>
<tr>
<td><strong>NET INCREASE (DECREASE)</strong></td>
<td>(7,488,566)</td>
<td>(5,824,186)</td>
<td>(5,824,186)</td>
<td>(7,564,575)</td>
<td>(4,327,318)</td>
<td>1,248,425</td>
</tr>
<tr>
<td><strong>ENDING FUND BALANCE</strong></td>
<td>11,787,797</td>
<td>5,963,611</td>
<td>5,963,611</td>
<td>4,223,222</td>
<td>7,460,479</td>
<td>8,708,904</td>
</tr>
</tbody>
</table>
# CITY OF BLACK HAWK
## STATE GAMING FUND DISTRIBUTIONS
### 1992-2016

<table>
<thead>
<tr>
<th>Year</th>
<th>Statewide</th>
<th>Black Hawk</th>
</tr>
</thead>
<tbody>
<tr>
<td>1992</td>
<td>$911,473</td>
<td>$263,783</td>
</tr>
<tr>
<td>1993</td>
<td>$3,047,939</td>
<td>$1,138,405</td>
</tr>
<tr>
<td>1994</td>
<td>$3,773,830</td>
<td>$1,862,385</td>
</tr>
<tr>
<td>1995</td>
<td>$4,167,267</td>
<td>$2,155,457</td>
</tr>
<tr>
<td>1996</td>
<td>$4,800,795</td>
<td>$2,518,849</td>
</tr>
<tr>
<td>1997</td>
<td>$5,169,774</td>
<td>$2,788,369</td>
</tr>
<tr>
<td>1998</td>
<td>$5,887,967</td>
<td>$3,226,488</td>
</tr>
<tr>
<td>1999</td>
<td>$7,018,050</td>
<td>$4,308,662</td>
</tr>
<tr>
<td>2000</td>
<td>$7,159,980</td>
<td>$4,745,778</td>
</tr>
<tr>
<td>2001</td>
<td>$8,418,384</td>
<td>$5,871,402</td>
</tr>
<tr>
<td>2002</td>
<td>$8,969,622</td>
<td>$6,472,838</td>
</tr>
<tr>
<td>2003</td>
<td>$9,098,212</td>
<td>$6,599,843</td>
</tr>
<tr>
<td>2004</td>
<td>$9,240,149</td>
<td>$6,710,104</td>
</tr>
<tr>
<td>2005</td>
<td>$9,293,021</td>
<td>$6,587,172</td>
</tr>
<tr>
<td>2006</td>
<td>$10,014,747</td>
<td>$7,110,170</td>
</tr>
<tr>
<td>2007</td>
<td>$10,635,671</td>
<td>$7,530,055</td>
</tr>
<tr>
<td>2008</td>
<td>$10,059,170</td>
<td>$7,172,188</td>
</tr>
<tr>
<td>2009</td>
<td>$8,528,108</td>
<td>$6,056,663</td>
</tr>
<tr>
<td>2010</td>
<td>$9,674,240</td>
<td>$7,180,228</td>
</tr>
<tr>
<td>2011</td>
<td>$9,532,735</td>
<td>$7,112,194</td>
</tr>
<tr>
<td>2012</td>
<td>$9,119,738</td>
<td>$6,770,143</td>
</tr>
<tr>
<td>2013</td>
<td>$9,268,680</td>
<td>$6,864,191</td>
</tr>
<tr>
<td>2014</td>
<td>$9,221,937</td>
<td>$6,957,400</td>
</tr>
<tr>
<td>2015</td>
<td>$9,721,833</td>
<td>$7,436,400</td>
</tr>
<tr>
<td>2016</td>
<td>$9,700,000</td>
<td>$7,400,000</td>
</tr>
</tbody>
</table>

### Gaming Fund Distribution Trends

![Gaming Fund Distribution Trends Chart](chart.png)

- **Statewide**
- **Black Hawk**
CITY OF BLACK HAWK
DEVICE COUNT & GENERAL DEVICE REVENUES
1990-2016

<table>
<thead>
<tr>
<th>Year</th>
<th>Statewide</th>
<th>Black Hawk</th>
<th>Device Fee</th>
<th>General Device Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1992</td>
<td>2,867</td>
<td>733</td>
<td>$800</td>
<td>$1,480,740</td>
</tr>
<tr>
<td>1993</td>
<td>10,027</td>
<td>3,183</td>
<td>$800</td>
<td>$2,027,995</td>
</tr>
<tr>
<td>1994</td>
<td>11,020</td>
<td>4,624</td>
<td>$800</td>
<td>$2,727,452</td>
</tr>
<tr>
<td>1995</td>
<td>12,152</td>
<td>4,395</td>
<td>$750</td>
<td>$2,713,864</td>
</tr>
<tr>
<td>1996</td>
<td>12,327</td>
<td>4,926</td>
<td>$750</td>
<td>$2,743,826</td>
</tr>
<tr>
<td>1997</td>
<td>13,338</td>
<td>5,400</td>
<td>$750</td>
<td>$3,038,684</td>
</tr>
<tr>
<td>1998</td>
<td>12,959</td>
<td>5,370</td>
<td>$750</td>
<td>$5,562,157</td>
</tr>
<tr>
<td>1999</td>
<td>14,252</td>
<td>7,269</td>
<td>$750</td>
<td>$5,979,246</td>
</tr>
<tr>
<td>2000</td>
<td>13,471</td>
<td>7,166</td>
<td>$750</td>
<td>$7,102,867</td>
</tr>
<tr>
<td>2001</td>
<td>14,774</td>
<td>8,584</td>
<td>$750</td>
<td>$7,225,642</td>
</tr>
<tr>
<td>2002</td>
<td>16,187</td>
<td>10,068</td>
<td>$750</td>
<td>$7,906,763</td>
</tr>
<tr>
<td>2003</td>
<td>15,303</td>
<td>9,389</td>
<td>$750</td>
<td>$7,133,652</td>
</tr>
<tr>
<td>2004</td>
<td>15,400</td>
<td>9,578</td>
<td>$750</td>
<td>$6,279,049</td>
</tr>
<tr>
<td>2005</td>
<td>15,797</td>
<td>9,339</td>
<td>$750</td>
<td>$6,460,593</td>
</tr>
<tr>
<td>2006</td>
<td>16,375</td>
<td>9,558</td>
<td>$750</td>
<td>$6,899,268</td>
</tr>
<tr>
<td>2007</td>
<td>17,168</td>
<td>10,168</td>
<td>$750</td>
<td>$7,528,250</td>
</tr>
<tr>
<td>2008</td>
<td>16,470</td>
<td>9,942</td>
<td>$750</td>
<td>$7,372,750</td>
</tr>
<tr>
<td>2009</td>
<td>16,574</td>
<td>9,750</td>
<td>$750</td>
<td>$7,029,875</td>
</tr>
<tr>
<td>2010</td>
<td>15,758</td>
<td>9,125</td>
<td>$750</td>
<td>$6,689,188</td>
</tr>
<tr>
<td>2011</td>
<td>14,885</td>
<td>8,609</td>
<td>$750</td>
<td>$6,412,938</td>
</tr>
<tr>
<td>2012</td>
<td>15,064</td>
<td>8,460</td>
<td>$750</td>
<td>$6,380,188</td>
</tr>
<tr>
<td>2013</td>
<td>14,595</td>
<td>8,589</td>
<td>$750</td>
<td>$6,340,500</td>
</tr>
<tr>
<td>2014</td>
<td>14,321</td>
<td>8,485</td>
<td>$945</td>
<td>$8,006,355</td>
</tr>
<tr>
<td>2015</td>
<td>14,340</td>
<td>8,500</td>
<td>$945</td>
<td>$7,749,000</td>
</tr>
<tr>
<td>2016</td>
<td>13,800</td>
<td>8,200</td>
<td>$945</td>
<td>$7,749,000</td>
</tr>
</tbody>
</table>
**CITY OF BLACK HAWK**
**SALES TAX TRENDS**
**1992-2016**

<table>
<thead>
<tr>
<th>Year</th>
<th>Black Hawk (4.00%)</th>
<th>Gilpin School District (1.5%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1992</td>
<td>$256,772</td>
<td>-</td>
</tr>
<tr>
<td>1993</td>
<td>$413,647</td>
<td>-</td>
</tr>
<tr>
<td>1994</td>
<td>$639,607</td>
<td>-</td>
</tr>
<tr>
<td>1995</td>
<td>$625,086</td>
<td>-</td>
</tr>
<tr>
<td>1996</td>
<td>$636,575</td>
<td>-</td>
</tr>
<tr>
<td>1997</td>
<td>$599,012</td>
<td>-</td>
</tr>
<tr>
<td>1998</td>
<td>$672,746</td>
<td>-</td>
</tr>
<tr>
<td>1999</td>
<td>$884,370</td>
<td>-</td>
</tr>
<tr>
<td>2000</td>
<td>$899,934</td>
<td>-</td>
</tr>
<tr>
<td>2001</td>
<td>$965,930</td>
<td>-</td>
</tr>
<tr>
<td>2002</td>
<td>$1,059,584</td>
<td>-</td>
</tr>
<tr>
<td>2003</td>
<td>$1,009,955</td>
<td>-</td>
</tr>
<tr>
<td>2004</td>
<td>$1,314,668</td>
<td>-</td>
</tr>
<tr>
<td>2005</td>
<td>$1,726,490</td>
<td>-</td>
</tr>
<tr>
<td>2006</td>
<td>$1,624,216</td>
<td>-</td>
</tr>
<tr>
<td>2007</td>
<td>$1,372,318</td>
<td>-</td>
</tr>
<tr>
<td>2008</td>
<td>$1,328,229</td>
<td>-</td>
</tr>
<tr>
<td>2009</td>
<td>$1,301,362</td>
<td>$481,326</td>
</tr>
<tr>
<td>2010</td>
<td>$1,662,283</td>
<td>$618,731</td>
</tr>
<tr>
<td>2011</td>
<td>$1,890,175</td>
<td>$699,969</td>
</tr>
<tr>
<td>2012</td>
<td>$1,996,592</td>
<td>$748,621</td>
</tr>
<tr>
<td>2013</td>
<td>$2,127,300</td>
<td>$798,377</td>
</tr>
<tr>
<td>2014</td>
<td>$2,124,709</td>
<td>$796,723</td>
</tr>
<tr>
<td>2015</td>
<td>$2,150,000</td>
<td>$825,000</td>
</tr>
<tr>
<td>2016</td>
<td>$2,150,000</td>
<td>$825,000</td>
</tr>
</tbody>
</table>

**Sales Tax Trends**

- Black Hawk (4.00%)
- Gilpin School District (1.5%)
CITY OF BLACK HAWK
2016 BUDGET
GENERAL FUND
Account Number

Account Description

2014
Year-End
Actual

2015
Adopted
Budget

2015
Amended
Budget

June 30, 2015
Year To Date
Actual

2015
Year-End
Estimate

2016
City Manager
Request

GENERAL FUND
010-0000-3110100
010-0000-3110200
010-0000-3110300
010-0000-3130100
010-0000-3130101
010-0000-3130200
010-0000-3140200
010-0000-3180100
010-0000-3180200
010-0000-3180400
010-0000-3180500
010-0000-3210100
010-0000-3210200
010-0000-3210300
010-0000-3210500
010-0000-3220100
010-0000-3220200
010-0000-3220300
010-0000-3220400
010-0000-3350200
010-0000-3350300
010-0000-3350400
010-0000-3350500
010-0000-3410300
010-0000-3410800
010-0000-3510100
010-0000-3510200
010-0000-3510300
010-0000-3510400
010-0000-3510600
010-0000-3601400
010-0000-3601500
010-0000-3610100
010-0000-3610300
010-0000-3610900
010-0000-3611100
010-0000-3611200
010-0000-3611300
010-0000-3611500
010-0000-3612000
010-0000-3630201
010-0000-3630202
010-0000-3640000
010-0000-3950400
010-0000-3951300

Real Property / Property Taxes
Real Property / Specific Owner
Commercial Improvements Tax
Sales & Use Tax / Sales Tax-City
Sales Tax-City / Sales Tax-School District
Sales & Use Tax / Use Tax
Occupational Tax / Businesses
Other Taxes / Device Fees
Other Taxes / Franchise Fees
Other Taxes/Ambulance Fee-Non BID
Other Taxes / Lodging Tax
Business Licenses / Sales Tax
Business Licenses / Business
Business Licenses / Liquor
Business Licenses / Hotel License
Permits / Building
Permits / Sign
Permits / Shuttle
Permits / Special Events
State Shared Revenues / Cigarette
State Shared Revenues / Highway Users
County Shared Revenues / Road & Bridge
State Shared Revenues / Gaming
Miscellaneous Fees / Plan Review
Miscellaneous Fees / Services Billed Out
Court Fines / Municipal Court
Court Fines / County Court
Court Fines / Parking
Court Fines / Police Dept Fees & Servs
Court Fines / Victim Service Surcharge
Revenue / Police Grant
Revenue / Fire Grant-Fema
Revenue / Int Income On Investments
Revenue / Interest/Penalties
Revenue / Other
Revenue / Copies
Revenue / Police Dept Revenue
Fire Department Revenue
Gilpin Ambulance Maintenance IGA
Revenue / Silver Dollar Ambulance
Commercial Buildings / Utility Charges
Commercial Building Rents
Miscellaneous Revenues / Inception Of Debt
Transfer In / Historic Preservation
Transfer In / Transportation Device Fee Fund

TOTAL GENERAL FUND

8,487
508
11,315
2,124,709
796,723
59,588
6,230
8,006,355
176,667
9,390
239,662
335
710
11,516
0
153,197
2,400
300
0
10,175
13,185
90,711
6,957,400
90,782
135,806
27,151
12,042
1,190
175
9,176
4,590
0
45,621
61
127,772
(254)
2,387
0
41,101
226,116
343
123,967
12,000,000
0
650,650

8,500
300
8,700
2,020,000
750,000
10,000
17,000
8,032,500
170,000
9,200
225,000
800
1,600
6,000
400
50,000
1,000
300
0
10,000
12,800
90,000
6,900,000
20,000
100,000
30,000
8,000
1,500
0
8,000
0
0
20,000
100
50,000
200
1,500
0
25,000
226,100
0
105,000
0
2,600,000
654,500

8,500
300
8,700
2,020,000
750,000
10,000
17,000
8,032,500
170,000
9,200
225,000
800
1,600
6,000
400
50,000
1,000
300
0
10,000
12,800
90,000
6,900,000
20,000
100,000
30,000
8,000
1,500
0
8,000
0
0
20,000
100
50,000
200
1,500
0
25,000
226,100
0
105,000
0
2,600,000
654,500

6,410
96
4,361
868,413
325,086
7,196
21,205
3,267,731
55,793
3,913
99,553
58
16,063
1,525
0
8,118
720
0
720
4,838
6,448
20,706
0
9,823
46,557
13,237
2,866
30
167
3,801
1,319
30,000
10,324
50
54,356
0
0
400
13,582
0
3,302
49,982
0
0
327,250

8,499
300
8,722
2,150,000
825,000
12,000
37,000
7,749,000
170,000
9,300
240,000
58
19,000
3,000
0
15,000
1,200
0
1,600
10,000
13,000
90,000
7,436,400
15,000
100,000
22,000
7,000
150
200
7,000
1,319
30,000
20,000
100
70,000
0
1,500
1,000
25,000
187,893
7,000
120,000
0
2,600,000
628,360

8,455
300
8,700
2,150,000
825,000
12,000
37,000
7,749,000
170,000
9,300
240,000
0
19,000
3,000
0
15,000
1,200
0
1,600
10,000
13,000
90,000
7,400,000
15,000
100,000
22,000
7,000
150
200
7,000
0
0
20,000
100
50,000
0
1,500
1,000
25,000
183,489
7,000
120,000
0
107,437
141,000

32,178,239

22,174,000

22,174,000

5,285,999

22,642,601

19,570,431

29 of 813


## CITY OF BLACK HAWK
### 2016 BUDGET
#### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2014 Year-End Actual</th>
<th>2015 Amended Budget</th>
<th>2015 Year-End Estimate</th>
<th>2016 Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STAFFING PLAN</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mayor</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Alderman</td>
<td>6.00</td>
<td>6.00</td>
<td>6.00</td>
<td>6.00</td>
</tr>
<tr>
<td><strong>TOTAL STAFF</strong></td>
<td>7.00</td>
<td>7.00</td>
<td>7.00</td>
<td>7.00</td>
</tr>
<tr>
<td><strong>EXPENDITURES BY TYPE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>256,362</td>
<td>267,586</td>
<td>263,263</td>
<td>273,645</td>
</tr>
<tr>
<td>Professional Services</td>
<td>0</td>
<td>600,000</td>
<td>472,000</td>
<td>440,000</td>
</tr>
<tr>
<td>General Services</td>
<td>73</td>
<td>0</td>
<td>50</td>
<td>0</td>
</tr>
<tr>
<td>Program Expenses</td>
<td>1,922,244</td>
<td>2,266,100</td>
<td>2,128,240</td>
<td>2,432,253</td>
</tr>
<tr>
<td>Supplies</td>
<td>576</td>
<td>2,100</td>
<td>2,100</td>
<td>2,100</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Debt Service</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Transfers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>MAYOR &amp; COUNCIL</strong></td>
<td>2,179,255</td>
<td>3,135,786</td>
<td>2,865,653</td>
<td>3,147,998</td>
</tr>
<tr>
<td>Account Number</td>
<td>Account Description</td>
<td>2014 Year-End Actual</td>
<td>2015 Adopted Budget</td>
<td>2015 Amended Budget</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------------------------------</td>
<td>----------------------</td>
<td>---------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>010-1101-4111201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>100,803</td>
<td>99,616</td>
<td>99,616</td>
</tr>
<tr>
<td>010-1101-4111202</td>
<td>Regular Salaries/Wages / Medical Stipend</td>
<td>137,045</td>
<td>144,615</td>
<td>144,615</td>
</tr>
<tr>
<td>010-1101-4112100</td>
<td>Council / Group Health Insurance</td>
<td>(3,686)</td>
<td>151</td>
<td>151</td>
</tr>
<tr>
<td>010-1101-4112200</td>
<td>Council / Fica &amp; Medicare Expense</td>
<td>16,330</td>
<td>17,074</td>
<td>17,074</td>
</tr>
<tr>
<td>010-1101-4112301</td>
<td>Retirement / 401A</td>
<td>5,446</td>
<td>5,739</td>
<td>5,739</td>
</tr>
<tr>
<td>010-1101-4112600</td>
<td>Council / Workers Compensation</td>
<td>424</td>
<td>391</td>
<td>391</td>
</tr>
<tr>
<td>010-1101-4113101</td>
<td>Legal Services / City Attorney</td>
<td>0</td>
<td>350,000</td>
<td>350,000</td>
</tr>
<tr>
<td>010-1101-4113102</td>
<td>Legal Services / Other Legal</td>
<td>0</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>010-1101-4113103</td>
<td>Lobbying</td>
<td>0</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>010-1101-4115058</td>
<td>Other Purchased Services / Travel &amp; Training</td>
<td>73</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1101-4115806</td>
<td>Program Expenses / Council Discretionary</td>
<td>88,613</td>
<td>30,600</td>
<td>30,600</td>
</tr>
<tr>
<td>010-1101-4115808</td>
<td>Community Goodwill-Promotion</td>
<td>0</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>010-1101-4115809</td>
<td>Community Goodwill-Parades</td>
<td>3,424</td>
<td>3,000</td>
<td>3,000</td>
</tr>
<tr>
<td>010-1101-4115811</td>
<td>Program Expenses / Marketing</td>
<td>14,523</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>010-1101-4115812</td>
<td>Live Entertainment</td>
<td>0</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>010-1101-4115813</td>
<td>Program Expenses / Residential Paint Program</td>
<td>0</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>010-1101-4115815</td>
<td>Program Expenses / Employee Appreciation</td>
<td>0</td>
<td>215,000</td>
<td>215,000</td>
</tr>
<tr>
<td>010-1101-4115825</td>
<td>Flowers</td>
<td>0</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>010-1101-4115826</td>
<td>Flags</td>
<td>0</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>010-1101-4115827</td>
<td>Program Expenses / Holiday Decorations</td>
<td>0</td>
<td>130,000</td>
<td>130,000</td>
</tr>
<tr>
<td>010-1101-4115828</td>
<td>Program Expenses / Fireworks</td>
<td>83,052</td>
<td>85,000</td>
<td>85,000</td>
</tr>
<tr>
<td>010-1101-4115830</td>
<td>Program Expenses / Scholarship Fund</td>
<td>26,250</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>010-1101-4115831</td>
<td>Program Expenses / Sales Tax-School District</td>
<td>796,723</td>
<td>750,000</td>
<td>750,000</td>
</tr>
<tr>
<td>010-1101-4115832</td>
<td>Program Expenses / Ambulance</td>
<td>502,479</td>
<td>502,500</td>
<td>502,500</td>
</tr>
<tr>
<td>010-1101-4115833</td>
<td>Program Expenses / Preservation/Restoration/Access</td>
<td>6,253</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1101-4115834</td>
<td>Program Expenses / Sales Tax Rebate</td>
<td>2,579</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>010-1101-4115835</td>
<td>Gregory St Redevelopment (Lodging Tax)</td>
<td>185,306</td>
<td>225,000</td>
<td>225,000</td>
</tr>
<tr>
<td>010-1101-4115836</td>
<td>Program Expense/Device Tax Rebate-BID</td>
<td>213,225</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1101-4116206</td>
<td>Operating Supplies / Uniforms</td>
<td>576</td>
<td>2,100</td>
<td>2,100</td>
</tr>
<tr>
<td><strong>TOTAL MAYOR &amp; COUNCIL</strong></td>
<td></td>
<td><strong>2,179,255</strong></td>
<td><strong>3,135,786</strong></td>
<td><strong>3,135,786</strong></td>
</tr>
</tbody>
</table>
### CITY OF BLACK HAWK
### 2016 BUDGET
### GENERAL FUND

<table>
<thead>
<tr>
<th>MUNICIPAL COURT</th>
<th>2014 Year-End Actual</th>
<th>2015 Amended Budget</th>
<th>2015 Year-End Estimate</th>
<th>2016 Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STAFFING PLAN</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Municipal Court Clerk</td>
<td>0.25</td>
<td>0.25</td>
<td>0.25</td>
<td>0.25</td>
</tr>
<tr>
<td>Municipal Judge</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>TOTAL STAFF</strong></td>
<td>1.25</td>
<td>1.25</td>
<td>1.25</td>
<td>1.25</td>
</tr>
<tr>
<td><strong>EXPENDITURES BY TYPE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>38,784</td>
<td>40,033</td>
<td>39,981</td>
<td>41,114</td>
</tr>
<tr>
<td>Professional Services</td>
<td>19,288</td>
<td>22,000</td>
<td>14,000</td>
<td>16,000</td>
</tr>
<tr>
<td>General Services</td>
<td>449</td>
<td>600</td>
<td>630</td>
<td>600</td>
</tr>
<tr>
<td>Program Expenses</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Supplies</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Debt Service</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Transfers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>MUNICIPAL COURT</strong></td>
<td>58,520</td>
<td>62,633</td>
<td>54,611</td>
<td>57,714</td>
</tr>
</tbody>
</table>
### CITY OF BLACK HAWK
#### 2016 BUDGET
##### GENERAL FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>010-1201-4121201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>34,224</td>
<td>35,268</td>
<td>35,268</td>
<td>9,417</td>
<td>35,268</td>
<td>36,362</td>
</tr>
<tr>
<td>010-1201-4121204</td>
<td>Regular Salaries/Wages / Taxable Fringe Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>13</td>
<td>13</td>
<td>0</td>
</tr>
<tr>
<td>010-1201-4121400</td>
<td>Judicial / Overtime</td>
<td>5</td>
<td>0</td>
<td>200</td>
<td>0</td>
<td>17</td>
<td>100</td>
</tr>
<tr>
<td>010-1201-4122100</td>
<td>Judicial / Group Health Insurance</td>
<td>784</td>
<td>812</td>
<td>812</td>
<td>413</td>
<td>812</td>
<td>781</td>
</tr>
<tr>
<td>010-1201-4122200</td>
<td>Judicial / Social Security</td>
<td>2,520</td>
<td>2,613</td>
<td>2,613</td>
<td>8,153</td>
<td>2,650</td>
<td>2,695</td>
</tr>
<tr>
<td>010-1201-4122301</td>
<td>Retirement / 401A</td>
<td>952</td>
<td>983</td>
<td>983</td>
<td>473</td>
<td>983</td>
<td>1,017</td>
</tr>
<tr>
<td>010-1201-4122500</td>
<td>Judicial / Unemployment Compensation</td>
<td>153</td>
<td>102</td>
<td>102</td>
<td>597</td>
<td>102</td>
<td>106</td>
</tr>
<tr>
<td>010-1201-4122600</td>
<td>Judicial / Workers Compensation</td>
<td>45</td>
<td>55</td>
<td>55</td>
<td>51</td>
<td>53</td>
<td>53</td>
</tr>
<tr>
<td>010-1201-4123109</td>
<td>Legal Services / Other (Translators)</td>
<td>15,189</td>
<td>21,000</td>
<td>21,000</td>
<td>2,245</td>
<td>13,000</td>
<td>15,000</td>
</tr>
<tr>
<td>010-1201-4123304</td>
<td>Professional Services / Software/Hardware Support</td>
<td>4,099</td>
<td>1,000</td>
<td>1,000</td>
<td>0</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>010-1201-4125058</td>
<td>Other Purchased Services / Travel &amp; Training</td>
<td>424</td>
<td>500</td>
<td>500</td>
<td>0</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>010-1201-4125501</td>
<td>Dues, &amp; Membership / Memberships</td>
<td>0</td>
<td>100</td>
<td>100</td>
<td>90</td>
<td>90</td>
<td>100</td>
</tr>
<tr>
<td>010-1201-4126102</td>
<td>General Supplies / Stationary/Forms</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>40</td>
<td>40</td>
<td>0</td>
</tr>
<tr>
<td>010-1201-4126401</td>
<td>Court Fees / Jury/Witness</td>
<td>25</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL MUNICIPAL COURT</strong></td>
<td></td>
<td>58,520</td>
<td>62,633</td>
<td>62,633</td>
<td>21,309</td>
<td>54,611</td>
<td>57,714</td>
</tr>
</tbody>
</table>
### CITY OF BLACK HAWK
#### 2016 BUDGET
**GENERAL FUND**

<table>
<thead>
<tr>
<th>CITY MANAGER</th>
<th>2014 Year-End Actual</th>
<th>2015 Amended Budget</th>
<th>2015 Year-End Estimate</th>
<th>2016 Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STAFFING PLAN</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>1.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Asst to the CM for Administration</td>
<td>1.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>City Manager</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>TOTAL STAFF</strong></td>
<td>3.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>EXPENDITURES BY TYPE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>488,363</td>
<td>231,415</td>
<td>231,127</td>
<td>237,942</td>
</tr>
<tr>
<td>Professional Services</td>
<td>642,578</td>
<td>30,000</td>
<td>6,300</td>
<td>6,000</td>
</tr>
<tr>
<td>General Services</td>
<td>251,136</td>
<td>10,100</td>
<td>7,060</td>
<td>10,985</td>
</tr>
<tr>
<td>Program Expenses</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Supplies</td>
<td>5,740</td>
<td>800</td>
<td>465</td>
<td>525</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Debt Service</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Transfers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>CITY MANAGER</strong></td>
<td>1,387,817</td>
<td>272,315</td>
<td>244,952</td>
<td>255,452</td>
</tr>
</tbody>
</table>
# CITY OF BLACK HAWK
## 2016 BUDGET
### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>010-1301-4131201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>398,183</td>
<td>192,159</td>
<td>192,159</td>
<td>84,173</td>
<td>192,300</td>
<td>198,237</td>
</tr>
<tr>
<td>010-1301-4131204</td>
<td>Regular Salaries/Wages / Taxable Fringe Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>50</td>
<td>50</td>
<td>0</td>
</tr>
<tr>
<td>010-1301-4131400</td>
<td>Administration / Overtime</td>
<td>150</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1301-4132100</td>
<td>Administration / Group Health Insurance</td>
<td>41,086</td>
<td>11,320</td>
<td>11,320</td>
<td>15,260</td>
<td>11,320</td>
<td>11,468</td>
</tr>
<tr>
<td>010-1301-4132200</td>
<td>Administration / Social Security</td>
<td>25,295</td>
<td>11,320</td>
<td>11,320</td>
<td>15,260</td>
<td>11,320</td>
<td>11,468</td>
</tr>
<tr>
<td>010-1301-4132301</td>
<td>Retirement / 401A</td>
<td>20,478</td>
<td>9,645</td>
<td>9,645</td>
<td>4,628</td>
<td>9,700</td>
<td>9,930</td>
</tr>
<tr>
<td>010-1301-4132400</td>
<td>Administration / Unemployment Compensation</td>
<td>1,161</td>
<td>482</td>
<td>482</td>
<td>273</td>
<td>482</td>
<td>496</td>
</tr>
<tr>
<td>010-1301-4132600</td>
<td>Administration / Workers Compensation</td>
<td>2,009</td>
<td>2,063</td>
<td>2,063</td>
<td>1,911</td>
<td>2,063</td>
<td>2,129</td>
</tr>
<tr>
<td>010-1301-4133101</td>
<td>Legal Services / City Attorney</td>
<td>477,945</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1301-4133316</td>
<td>Professional Services / Lobbying</td>
<td>125,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1301-4133317</td>
<td>Professional Services / Public Relations</td>
<td>10,342</td>
<td>25,000</td>
<td>25,000</td>
<td>6,300</td>
<td>6,300</td>
<td>6,000</td>
</tr>
<tr>
<td>010-1301-4133319</td>
<td>Professional Services / Other (Consultants)</td>
<td>29,292</td>
<td>5,000</td>
<td>5,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1301-4135058</td>
<td>Other Purchased Services / Travel &amp; Training</td>
<td>14,319</td>
<td>5,000</td>
<td>5,000</td>
<td>528</td>
<td>1,200</td>
<td>5,000</td>
</tr>
<tr>
<td>010-1301-4135101</td>
<td>Insurance / Property &amp; Casualty</td>
<td>227,774</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1301-4135301</td>
<td>Communications / Telephone</td>
<td>243</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1301-4135501</td>
<td>Dues, &amp; Membership / Memberships</td>
<td>8,705</td>
<td>5,000</td>
<td>5,000</td>
<td>2,211</td>
<td>5,650</td>
<td>5,775</td>
</tr>
<tr>
<td>010-1301-4135502</td>
<td>Dues, &amp; Membership / Subscriptions</td>
<td>95</td>
<td>100</td>
<td>100</td>
<td>93</td>
<td>210</td>
<td>210</td>
</tr>
<tr>
<td>010-1301-4136101</td>
<td>General Supplies / Office</td>
<td>4,392</td>
<td>500</td>
<td>500</td>
<td>0</td>
<td>165</td>
<td>225</td>
</tr>
<tr>
<td>010-1301-4136104</td>
<td>General Supplies / Coffee</td>
<td>290</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1301-4136206</td>
<td>Operating Supplies / Uniforms</td>
<td>1,058</td>
<td>300</td>
<td>300</td>
<td>0</td>
<td>300</td>
<td>300</td>
</tr>
<tr>
<td><strong>TOTAL CITY MANAGER</strong></td>
<td><strong>TOTAL CITY MANAGER</strong></td>
<td><strong>1,387,817</strong></td>
<td><strong>272,315</strong></td>
<td><strong>272,315</strong></td>
<td><strong>132,102</strong></td>
<td><strong>244,952</strong></td>
<td><strong>255,452</strong></td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK
### 2016 BUDGET
#### GENERAL FUND

<table>
<thead>
<tr>
<th>CITY CLERK</th>
<th>2014 Year-End Actual</th>
<th>2015 Amended Budget</th>
<th>2015 Year-End Estimate</th>
<th>2016 Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STAFFING PLAN</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Clerk/Admin. Services Director</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Deputy City Clerk</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Executive Administrative Assistant</td>
<td>0</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>HR Generalist</td>
<td>0</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>TOTAL STAFF</strong></td>
<td>2.00</td>
<td>4.00</td>
<td>4.00</td>
<td>4.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>EXPENDITURES BY TYPE</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>116,557</td>
<td>425,187</td>
<td>422,716</td>
<td>433,887</td>
</tr>
<tr>
<td>Professional Services</td>
<td>1,072</td>
<td>30,000</td>
<td>26,000</td>
<td>30,000</td>
</tr>
<tr>
<td>General Services</td>
<td>149,051</td>
<td>309,500</td>
<td>286,077</td>
<td>287,100</td>
</tr>
<tr>
<td>Program Expenses</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Supplies</td>
<td>6,309</td>
<td>13,200</td>
<td>9,800</td>
<td>10,200</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Debt Service</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Transfers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>CITY CLERK</strong></td>
<td>272,990</td>
<td>777,887</td>
<td>744,593</td>
<td>761,187</td>
</tr>
</tbody>
</table>
### CITY OF BLACK HAWK
#### 2016 BUDGET
#### GENERAL FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End City Manager Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>010-1302-4131201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>97,959</td>
<td>314,387</td>
<td>314,387</td>
<td>150,202</td>
<td>314,387</td>
<td>321,663</td>
</tr>
<tr>
<td>010-1302-4131204</td>
<td>Regular Salaries/Wages / Taxable Fringe Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>200</td>
<td>200</td>
<td>0</td>
</tr>
<tr>
<td>010-1302-4131400</td>
<td>Administration / Overtime</td>
<td>1,006</td>
<td>1,000</td>
<td>1,000</td>
<td>223</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>010-1302-4132100</td>
<td>Administration / Group Health Insurance</td>
<td>7,528</td>
<td>68,379</td>
<td>68,379</td>
<td>15,905</td>
<td>66,200</td>
<td>69,232</td>
</tr>
<tr>
<td>010-1302-4132200</td>
<td>Administration / Social Security</td>
<td>5,011</td>
<td>22,457</td>
<td>22,457</td>
<td>11,145</td>
<td>21,965</td>
<td>22,645</td>
</tr>
<tr>
<td>010-1302-4132301</td>
<td>Retirement / 401A</td>
<td>4,573</td>
<td>17,613</td>
<td>17,613</td>
<td>8,423</td>
<td>17,613</td>
<td>18,025</td>
</tr>
<tr>
<td>010-1302-4132500</td>
<td>Administration / Unemployment Compensation</td>
<td>295</td>
<td>881</td>
<td>881</td>
<td>436</td>
<td>881</td>
<td>901</td>
</tr>
<tr>
<td>010-1302-4132600</td>
<td>Administration / Workers Compensation</td>
<td>185</td>
<td>470</td>
<td>470</td>
<td>435</td>
<td>470</td>
<td>421</td>
</tr>
<tr>
<td>010-1302-4133117</td>
<td>Professional Services / Public Relations</td>
<td>338</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1302-4133119</td>
<td>Professional Services / Other (Consultants)</td>
<td>733</td>
<td>30,000</td>
<td>30,000</td>
<td>13,825</td>
<td>26,000</td>
<td>30,000</td>
</tr>
<tr>
<td>010-1302-4134400</td>
<td>Administration / Elections Expense</td>
<td>1,849</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3,000</td>
</tr>
<tr>
<td>010-1302-4134506</td>
<td>Repairs &amp; Maintenance / Equipment Maintenance</td>
<td>2,936</td>
<td>3,000</td>
<td>3,000</td>
<td>1,468</td>
<td>3,000</td>
<td>3,000</td>
</tr>
<tr>
<td>010-1302-4135058</td>
<td>Other Purchased Services / Travel &amp; Training</td>
<td>15,701</td>
<td>40,000</td>
<td>40,000</td>
<td>10,198</td>
<td>35,000</td>
<td>35,000</td>
</tr>
<tr>
<td>010-1302-4135101</td>
<td>Property &amp; Casualty</td>
<td>0</td>
<td>225,000</td>
<td>225,000</td>
<td>210,305</td>
<td>220,000</td>
<td>216,000</td>
</tr>
<tr>
<td>010-1302-4135301</td>
<td>Communications / Telephone</td>
<td>54</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1302-4135302</td>
<td>Communications / Postage</td>
<td>6,696</td>
<td>7,500</td>
<td>7,500</td>
<td>2,733</td>
<td>7,100</td>
<td>7,600</td>
</tr>
<tr>
<td>010-1302-4135402</td>
<td>Advertising / Classifieds</td>
<td>35,264</td>
<td>25,000</td>
<td>25,000</td>
<td>6,709</td>
<td>15,200</td>
<td>16,000</td>
</tr>
<tr>
<td>010-1302-4135409</td>
<td>Advertising / Other (Advertising)</td>
<td>300</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1302-4135501</td>
<td>Dues, &amp; Membership / Memberships</td>
<td>355</td>
<td>2,500</td>
<td>2,500</td>
<td>1,712</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>010-1302-4135502</td>
<td>Dues, &amp; Membership / Subscriptions</td>
<td>32</td>
<td>500</td>
<td>500</td>
<td>134</td>
<td>250</td>
<td>250</td>
</tr>
<tr>
<td>010-1302-4135809</td>
<td>Program Expenses / Community Good Will</td>
<td>79,748</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1302-4135901</td>
<td>Other Purchased Services / Records Preservation</td>
<td>577</td>
<td>500</td>
<td>500</td>
<td>186</td>
<td>200</td>
<td>250</td>
</tr>
<tr>
<td>010-1302-4135902</td>
<td>Other Purchased Services / Codification</td>
<td>3,265</td>
<td>3,000</td>
<td>3,000</td>
<td>1,027</td>
<td>1,027</td>
<td>1,500</td>
</tr>
<tr>
<td>010-1302-4135903</td>
<td>Other Purchased Services / Filing Fees</td>
<td>1,317</td>
<td>2,000</td>
<td>2,000</td>
<td>1,233</td>
<td>1,800</td>
<td>2,000</td>
</tr>
<tr>
<td>010-1302-4135905</td>
<td>Other Purchased Services / Fingerprinting</td>
<td>858</td>
<td>500</td>
<td>500</td>
<td>255</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>010-1302-4136101</td>
<td>General Supplies / Office</td>
<td>5,867</td>
<td>12,000</td>
<td>12,000</td>
<td>2,038</td>
<td>8,600</td>
<td>9,000</td>
</tr>
<tr>
<td>010-1302-4136110</td>
<td>General Supplies / Small Equipment</td>
<td>150</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1302-4136206</td>
<td>Operating Supplies / Uniforms</td>
<td>293</td>
<td>1,200</td>
<td>1,200</td>
<td>93</td>
<td>1,200</td>
<td>1,200</td>
</tr>
<tr>
<td><strong>TOTAL CITY CLERK / ADMINISTRATIVE SERVICES</strong></td>
<td></td>
<td>272,990</td>
<td>777,887</td>
<td>777,887</td>
<td>438,894</td>
<td>744,593</td>
<td>761,187</td>
</tr>
</tbody>
</table>
### INFORMATION TECHNOLOGY

#### STAFFING PLAN

<table>
<thead>
<tr>
<th>Role</th>
<th>2014 Year-End Actual</th>
<th>2015 Amended Budget</th>
<th>2015 Year-End Estimate</th>
<th>2016 Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Technology Director</td>
<td>1.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Information Technology Manager</td>
<td>0.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Network Administrator</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
</tbody>
</table>

#### TOTAL STAFF

<table>
<thead>
<tr>
<th>Year</th>
<th>Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>2.00</td>
</tr>
<tr>
<td>2015</td>
<td>2.00</td>
</tr>
<tr>
<td>2015</td>
<td>2.00</td>
</tr>
<tr>
<td>2016</td>
<td>2.00</td>
</tr>
</tbody>
</table>

#### EXPENDITURES BY TYPE

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>276,929</td>
<td>200,164</td>
<td>196,370</td>
<td>225,942</td>
</tr>
<tr>
<td>Professional Services</td>
<td>1,112</td>
<td>5,000</td>
<td>1,322</td>
<td>5,000</td>
</tr>
<tr>
<td>General Services</td>
<td>150,187</td>
<td>157,100</td>
<td>153,156</td>
<td>158,100</td>
</tr>
<tr>
<td>Program Expenses</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Supplies</td>
<td>32,151</td>
<td>41,600</td>
<td>41,951</td>
<td>41,600</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Debt Service</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Transfers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**INFORMATION TECHNOLOGY**

<table>
<thead>
<tr>
<th>Year</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>460,379</td>
</tr>
<tr>
<td>2015</td>
<td>403,864</td>
</tr>
<tr>
<td>2015</td>
<td>392,799</td>
</tr>
<tr>
<td>2016</td>
<td>430,642</td>
</tr>
<tr>
<td>Account Number</td>
<td>Account Description</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>010-1303-4131201</td>
<td>Regular Salaries/Wages / Full-Time</td>
</tr>
<tr>
<td>010-1303-4131204</td>
<td>Taxable Fringe Benefits</td>
</tr>
<tr>
<td>010-1303-4131400</td>
<td>Administration / Overtime</td>
</tr>
<tr>
<td>010-1303-4132100</td>
<td>Administration / Group Health Insurance</td>
</tr>
<tr>
<td>010-1303-4132200</td>
<td>Administration / Social Security</td>
</tr>
<tr>
<td>010-1303-4132301</td>
<td>Retirement / 401A</td>
</tr>
<tr>
<td>010-1303-4132500</td>
<td>Administration / Unemployment Compensation</td>
</tr>
<tr>
<td>010-1303-4132600</td>
<td>Administration / Workers Compensation</td>
</tr>
<tr>
<td>010-1303-4133004</td>
<td>Professional Services / Software/Hardware Support</td>
</tr>
<tr>
<td>010-1303-4134506</td>
<td>Repairs &amp; Maintenance / Equipment Maintenance</td>
</tr>
<tr>
<td>010-1303-4134701</td>
<td>Vehicle Maintenance</td>
</tr>
<tr>
<td>010-1303-4135058</td>
<td>Other Purchased Services / Travel &amp; Training</td>
</tr>
<tr>
<td>010-1303-4135301</td>
<td>Communications / Telephone</td>
</tr>
<tr>
<td>010-1303-4135502</td>
<td>Dues, &amp; Membership / Subscriptions</td>
</tr>
<tr>
<td>010-1303-4136101</td>
<td>General Supplies / Office</td>
</tr>
<tr>
<td>010-1303-4136103</td>
<td>General Supplies / Software</td>
</tr>
<tr>
<td>010-1303-4136110</td>
<td>General Supplies / Small Equipment</td>
</tr>
<tr>
<td>010-1303-4136206</td>
<td>Operating Supplies / Uniforms</td>
</tr>
<tr>
<td><strong>TOTAL INFORMATION TECHNOLOGY</strong></td>
<td></td>
</tr>
</tbody>
</table>
## STAFFING PLAN

<table>
<thead>
<tr>
<th>Position</th>
<th>2014 Year-End Actual</th>
<th>2015 Amended Budget</th>
<th>2015 Year-End Estimate</th>
<th>2016 Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance Director</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Senior Accountant</td>
<td>1.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Accountant</td>
<td>0.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
</tbody>
</table>

**TOTAL STAFF** 2.00 2.00 2.00 2.00

## EXPENDITURES BY TYPE

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>267,727</td>
<td>279,730</td>
<td>271,900</td>
<td>282,389</td>
</tr>
<tr>
<td>Professional Services</td>
<td>75,442</td>
<td>65,000</td>
<td>62,000</td>
<td>77,000</td>
</tr>
<tr>
<td>General Services</td>
<td>2,458</td>
<td>5,000</td>
<td>4,300</td>
<td>4,300</td>
</tr>
<tr>
<td>Program Expenses</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Supplies</td>
<td>2,797</td>
<td>2,100</td>
<td>2,100</td>
<td>2,100</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Debt Service</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Transfers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**FINANCE**

348,423 351,830 340,300 365,789
<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>010-1501-4151201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>212,628</td>
<td>210,294</td>
<td>210,294</td>
<td>101,820</td>
<td>211,500</td>
<td>218,439</td>
</tr>
<tr>
<td>010-1501-4152100</td>
<td>Financial Administration / Group Health Insurance</td>
<td>28,930</td>
<td>41,480</td>
<td>41,480</td>
<td>15,602</td>
<td>32,500</td>
<td>36,182</td>
</tr>
<tr>
<td>010-1501-4152200</td>
<td>Financial Administration / Social Security</td>
<td>14,960</td>
<td>15,157</td>
<td>15,157</td>
<td>7,718</td>
<td>15,000</td>
<td>14,554</td>
</tr>
<tr>
<td>010-1501-4152301</td>
<td>Retirement / 401A</td>
<td>10,351</td>
<td>11,888</td>
<td>11,888</td>
<td>5,744</td>
<td>12,000</td>
<td>12,311</td>
</tr>
<tr>
<td>010-1501-4152500</td>
<td>Financial Administration / Unemployment Compensati</td>
<td>580</td>
<td>594</td>
<td>594</td>
<td>299</td>
<td>600</td>
<td>616</td>
</tr>
<tr>
<td>010-1501-4152600</td>
<td>Financial Administration / Workers Compensation</td>
<td>277</td>
<td>317</td>
<td>317</td>
<td>294</td>
<td>300</td>
<td>287</td>
</tr>
<tr>
<td>010-1501-4153200</td>
<td>Financial Administration / Accounting And Auditing</td>
<td>38,861</td>
<td>40,000</td>
<td>40,000</td>
<td>28,750</td>
<td>40,000</td>
<td>52,000</td>
</tr>
<tr>
<td>010-1501-4153304</td>
<td>Professional Services / Software/Hardware Support</td>
<td>18,000</td>
<td>20,000</td>
<td>20,000</td>
<td>18,000</td>
<td>18,000</td>
<td>20,000</td>
</tr>
<tr>
<td>010-1501-4153319</td>
<td>Professional Services / Other (Consultants)</td>
<td>18,581</td>
<td>5,000</td>
<td>5,000</td>
<td>1,350</td>
<td>4,000</td>
<td>5,000</td>
</tr>
<tr>
<td>010-1501-4154506</td>
<td>Repairs &amp; Maintenance / Equipment Maintenance</td>
<td>0</td>
<td>500</td>
<td>500</td>
<td>0</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>010-1501-4155058</td>
<td>Other Purchased Services / Travel &amp; Training</td>
<td>516</td>
<td>500</td>
<td>500</td>
<td>0</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>010-1501-4155200</td>
<td>Financial Administration / Printing And Binding</td>
<td>0</td>
<td>1,000</td>
<td>1,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1501-4155501</td>
<td>Dues, &amp; Membership / Memberships</td>
<td>909</td>
<td>1,000</td>
<td>1,000</td>
<td>205</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>010-1501-4155505</td>
<td>Program Expenses / Training</td>
<td>575</td>
<td>2,000</td>
<td>2,000</td>
<td>199</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>010-1501-4156101</td>
<td>General Supplies / Office</td>
<td>2,166</td>
<td>1,000</td>
<td>1,000</td>
<td>304</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>010-1501-4156102</td>
<td>General Supplies / Stationary/Forms</td>
<td>0</td>
<td>500</td>
<td>500</td>
<td>230</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>010-1501-4156206</td>
<td>Operating Supplies / Uniforms</td>
<td>631</td>
<td>600</td>
<td>600</td>
<td>256</td>
<td>600</td>
<td>600</td>
</tr>
<tr>
<td>010-1501-4156303</td>
<td>Office Expenses / Bank Chgs/Int/Penalties</td>
<td>458</td>
<td>0</td>
<td>0</td>
<td>140</td>
<td>300</td>
<td>300</td>
</tr>
<tr>
<td><strong>TOTAL FINANCE</strong></td>
<td></td>
<td><strong>348,423</strong></td>
<td><strong>351,830</strong></td>
<td><strong>351,830</strong></td>
<td><strong>180,913</strong></td>
<td><strong>340,300</strong></td>
<td><strong>365,789</strong></td>
</tr>
</tbody>
</table>
**PLANNING & ZONING**

<table>
<thead>
<tr>
<th></th>
<th>2014 Year-End Actual</th>
<th>2015 Amended Budget</th>
<th>2015 Year-End Estimate</th>
<th>2016 Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STAFFING PLAN</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Planning &amp; Development Administrator</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Administrative Assistant CPD</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Permit Technician</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>TOTAL STAFF</strong></td>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
<td>3.00</td>
</tr>
</tbody>
</table>

**EXPENDITURES BY TYPE**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>192,083</td>
<td>199,273</td>
<td>181,631</td>
<td>275,688</td>
</tr>
<tr>
<td>Professional Services</td>
<td>424,501</td>
<td>447,000</td>
<td>213,000</td>
<td>187,880</td>
</tr>
<tr>
<td>General Services</td>
<td>16,515</td>
<td>41,250</td>
<td>40,925</td>
<td>7,920</td>
</tr>
<tr>
<td>Program Expenses</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Supplies</td>
<td>10,498</td>
<td>13,800</td>
<td>16,272</td>
<td>18,000</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Debt Service</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Transfers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>PLANNING &amp; ZONING</strong></td>
<td>643,597</td>
<td>701,323</td>
<td>451,828</td>
<td>489,488</td>
</tr>
<tr>
<td>Account Number</td>
<td>Account Description</td>
<td>2014 Year-End Actual</td>
<td>2015 Adopted Budget</td>
<td>2015 Amended Budget</td>
</tr>
<tr>
<td>----------------</td>
<td>----------------------------------------------------------</td>
<td>----------------------</td>
<td>---------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>010-1901-4191201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>148,574</td>
<td>151,828</td>
<td>151,828</td>
</tr>
<tr>
<td>010-1901-4191204</td>
<td>Regular Salaries/Wages / Taxable Fringe Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1901-4191400</td>
<td>Planning / Overtime</td>
<td>746</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>010-1901-4192100</td>
<td>Planning / Group Health Insurance</td>
<td>21,674</td>
<td>25,581</td>
<td>25,581</td>
</tr>
<tr>
<td>010-1901-4192200</td>
<td>Planning / Social Security</td>
<td>11,367</td>
<td>10,841</td>
<td>10,841</td>
</tr>
<tr>
<td>010-1901-4192301</td>
<td>Retirement / 401A</td>
<td>7,874</td>
<td>8,503</td>
<td>8,503</td>
</tr>
<tr>
<td>010-1901-4192500</td>
<td>Planning / Unemployment Compensation</td>
<td>444</td>
<td>425</td>
<td>425</td>
</tr>
<tr>
<td>010-1901-4192600</td>
<td>Planning / Workers Compensation</td>
<td>1,403</td>
<td>1,095</td>
<td>1,095</td>
</tr>
<tr>
<td>010-1901-4193001</td>
<td>Planning / Temporary Employee</td>
<td>12,216</td>
<td>36,000</td>
<td>36,000</td>
</tr>
<tr>
<td>010-1901-4193004</td>
<td>Software/Hardware Support</td>
<td>10,000</td>
<td>13,000</td>
<td>13,000</td>
</tr>
<tr>
<td>010-1901-419319</td>
<td>Professional Services / Other (Consultants)</td>
<td>279,534</td>
<td>334,000</td>
<td>334,000</td>
</tr>
<tr>
<td>010-1901-4193321</td>
<td>Professional Services / Planning</td>
<td>4,031</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1901-4193322</td>
<td>Professional Services / Services Billed Out</td>
<td>130,936</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>010-1901-4194701</td>
<td>Vehicle Operation &amp; Maint / Vehicle Maintenance</td>
<td>45</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-1901-4194703</td>
<td>Vehicle Operation &amp; Maint / Gas And Oil</td>
<td>416</td>
<td>400</td>
<td>400</td>
</tr>
<tr>
<td>010-1901-4195058</td>
<td>Other Purchased Services / Travel &amp; Training</td>
<td>2,420</td>
<td>3,600</td>
<td>3,600</td>
</tr>
<tr>
<td>010-1901-4195301</td>
<td>Communications / Telephone</td>
<td>29</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>010-1901-4195501</td>
<td>Dues, &amp; Membership / Memberships</td>
<td>1,293</td>
<td>950</td>
<td>950</td>
</tr>
<tr>
<td>010-1901-4195502</td>
<td>Dues, &amp; Membership / Subscriptions</td>
<td>96</td>
<td>200</td>
<td>200</td>
</tr>
<tr>
<td>010-1901-4196101</td>
<td>General Supplies / Office</td>
<td>8,051</td>
<td>11,000</td>
<td>11,000</td>
</tr>
<tr>
<td>010-1901-4196102</td>
<td>General Supplies / Stationary/Forms</td>
<td>475</td>
<td>600</td>
<td>600</td>
</tr>
<tr>
<td>010-1901-4196107</td>
<td>General Supplies / Books</td>
<td>555</td>
<td>600</td>
<td>600</td>
</tr>
<tr>
<td>010-1901-4196110</td>
<td>General Supplies / Small Equipment</td>
<td>963</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>010-1901-4196206</td>
<td>Operating Supplies / Uniforms</td>
<td>454</td>
<td>600</td>
<td>600</td>
</tr>
<tr>
<td><strong>TOTAL PLANNING &amp; DEVELOPMENT</strong></td>
<td></td>
<td><strong>643,597</strong></td>
<td><strong>701,323</strong></td>
<td><strong>701,323</strong></td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK
### 2016 BUDGET
#### GENERAL FUND

<table>
<thead>
<tr>
<th>POLICE DEPARTMENT</th>
<th>2014 Year-End Actual</th>
<th>2015 Amended Budget</th>
<th>2015 Year-End Estimate</th>
<th>2016 Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STAFFING PLAN</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Officers</td>
<td>15.00</td>
<td>15.00</td>
<td>15.00</td>
<td>15.00</td>
</tr>
<tr>
<td>Police Sergeants</td>
<td>4.00</td>
<td>4.00</td>
<td>4.00</td>
<td>4.00</td>
</tr>
<tr>
<td>Police Detectives</td>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
</tr>
<tr>
<td>Police Lieutenants</td>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
</tr>
<tr>
<td>Admin Asst/ Property Evidence Tech</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Records Specialist</td>
<td>0.75</td>
<td>0.75</td>
<td>0.75</td>
<td>0.75</td>
</tr>
<tr>
<td>Records Supervisor</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Communications Officer</td>
<td>7.00</td>
<td>7.00</td>
<td>7.00</td>
<td>7.00</td>
</tr>
<tr>
<td>Police Chief</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Evidence Tech</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>TOTAL STAFF</strong></td>
<td>33.75</td>
<td>33.75</td>
<td>33.75</td>
<td>34.75</td>
</tr>
</tbody>
</table>

### EXPENDITURES BY TYPE

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>3,256,677</td>
<td>3,425,149</td>
<td>3,375,329</td>
<td>3,600,864</td>
</tr>
<tr>
<td>Professional Services</td>
<td>35,880</td>
<td>33,880</td>
<td>37,701</td>
<td>40,880</td>
</tr>
<tr>
<td>General Services</td>
<td>73,472</td>
<td>88,800</td>
<td>83,478</td>
<td>125,821</td>
</tr>
<tr>
<td>Program Expenses</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Supplies</td>
<td>129,797</td>
<td>108,550</td>
<td>107,273</td>
<td>108,200</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Debt Service</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Transfers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>POLICE DEPARTMENT</strong></td>
<td><strong>3,495,826</strong></td>
<td><strong>3,656,379</strong></td>
<td><strong>3,603,781</strong></td>
<td><strong>3,875,765</strong></td>
</tr>
<tr>
<td>Account Number</td>
<td>Account Description</td>
<td>2014 Year-End Actual</td>
<td>2015 Budget</td>
<td>2015 Amended Budget</td>
</tr>
<tr>
<td>----------------</td>
<td>----------------------------------------------------------</td>
<td>----------------------</td>
<td>-------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>010-2101-4211201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>2,057,146</td>
<td>2,144,444</td>
<td>2,144,444</td>
</tr>
<tr>
<td>010-2101-4211204</td>
<td>Regular Salaries/Wages / Taxable Fringe Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-2101-4211400</td>
<td>Police / Overtime</td>
<td>77,903</td>
<td>55,000</td>
<td>55,000</td>
</tr>
<tr>
<td>010-2101-4212100</td>
<td>Police / Group Health Insurance</td>
<td>306,757</td>
<td>390,905</td>
<td>390,905</td>
</tr>
<tr>
<td>010-2101-4212200</td>
<td>Police / Social Security</td>
<td>158,293</td>
<td>155,210</td>
<td>155,210</td>
</tr>
<tr>
<td>010-2101-4212301</td>
<td>Retirement / 401A</td>
<td>103,411</td>
<td>121,733</td>
<td>121,733</td>
</tr>
<tr>
<td>010-2101-4212500</td>
<td>Police / Unemployment Compensation</td>
<td>6,267</td>
<td>6,087</td>
<td>6,087</td>
</tr>
<tr>
<td>010-2101-4213304</td>
<td>Professional Services / Software/Hardware Support</td>
<td>13,481</td>
<td>23,880</td>
<td>23,880</td>
</tr>
<tr>
<td>010-2101-4213317</td>
<td>Professional Services / Public Relations</td>
<td>1,350</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>010-2101-4213322</td>
<td>Professional Services / Professional Services</td>
<td>11,228</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-2101-4214506</td>
<td>Repairs &amp; Maintenance / Equipment Maintenance</td>
<td>2,185</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-2101-4214701</td>
<td>Vehicle Operation &amp; Maint / Vehicle Maintenance</td>
<td>9,037</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>010-2101-4214703</td>
<td>Vehicle Operation &amp; Maint / Gas And Oil</td>
<td>24,829</td>
<td>32,000</td>
<td>32,000</td>
</tr>
<tr>
<td>010-2101-4215058</td>
<td>Other Purchased Services / Travel &amp; Training</td>
<td>23,592</td>
<td>18,000</td>
<td>18,000</td>
</tr>
<tr>
<td>010-2101-4215301</td>
<td>Communications / Telephone</td>
<td>878</td>
<td>4,700</td>
<td>4,700</td>
</tr>
<tr>
<td>010-2101-4215501</td>
<td>Dues. &amp; Membership / Memberships</td>
<td>3,995</td>
<td>3,600</td>
<td>3,600</td>
</tr>
<tr>
<td>010-2101-4215502</td>
<td>Dues. &amp; Membership / Subscriptions</td>
<td>1,050</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>010-2101-4215805</td>
<td>Program Expenses / Training</td>
<td>40</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-2101-4216101</td>
<td>General Supplies / Office</td>
<td>14,067</td>
<td>16,000</td>
<td>16,000</td>
</tr>
<tr>
<td>010-2101-4216102</td>
<td>General Supplies / Stationary/Forms</td>
<td>1,226</td>
<td>3,000</td>
<td>3,000</td>
</tr>
<tr>
<td>010-2101-4216103</td>
<td>General Supplies / Software</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-2101-4216105</td>
<td>General Supplies / Victim Service Supplies</td>
<td>16,500</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>010-2101-4216107</td>
<td>General Supplies / Books</td>
<td>342</td>
<td>2,700</td>
<td>2,700</td>
</tr>
<tr>
<td>010-2101-4216110</td>
<td>General Supplies / Small Equipment</td>
<td>47,577</td>
<td>34,500</td>
<td>34,500</td>
</tr>
<tr>
<td>010-2101-4216111</td>
<td>Grant 2009Rw0118 / Workers Compensation</td>
<td>74</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-2102-4215829</td>
<td>Program Expenses / Firing Range Program</td>
<td>11,705</td>
<td>13,000</td>
<td>13,000</td>
</tr>
<tr>
<td>010-2102-4216206</td>
<td>Operating Supplies / Uniforms</td>
<td>21,009</td>
<td>17,000</td>
<td>17,000</td>
</tr>
<tr>
<td>010-2102-4216207</td>
<td>Operating Supplies / Body Armor</td>
<td>15,126</td>
<td>5,250</td>
<td>5,250</td>
</tr>
</tbody>
</table>

**TOTAL POLICE DEPT - LAW ENFORCEMENT**

<table>
<thead>
<tr>
<th>2014 Actual</th>
<th>2015 Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,983,176</td>
<td>3,154,241</td>
<td>3,154,241</td>
<td>1,493,479</td>
<td>3,083,583</td>
</tr>
<tr>
<td>Account Number</td>
<td>Account Description</td>
<td>2014 Year-End Actual</td>
<td>2015 Adopted Budget</td>
<td>2015 Amended Budget</td>
</tr>
<tr>
<td>----------------</td>
<td>----------------------</td>
<td>----------------------</td>
<td>---------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>010-2105-4211201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>361,093</td>
<td>353,534</td>
<td>353,534</td>
</tr>
<tr>
<td>010-2105-4211204</td>
<td>Taxable Fringe Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-2105-4211400</td>
<td>Police / Overtime</td>
<td>15,928</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>010-2105-4212100</td>
<td>Police / Group Health Insurance</td>
<td>75,685</td>
<td>79,265</td>
<td>79,265</td>
</tr>
<tr>
<td>010-2105-4212301</td>
<td>Retirement / 401A</td>
<td>19,744</td>
<td>20,300</td>
<td>20,300</td>
</tr>
<tr>
<td>010-2105-4212500</td>
<td>Police / Unemployment Compensation</td>
<td>1,104</td>
<td>1,015</td>
<td>1,015</td>
</tr>
<tr>
<td>010-2105-4212600</td>
<td>Police / Workers Compensation</td>
<td>442</td>
<td>541</td>
<td>541</td>
</tr>
<tr>
<td>010-2105-4213322</td>
<td>Professional Services / Professional Services</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-2105-4214506</td>
<td>Repairs &amp; Maintenance / Equipment Maintenance</td>
<td>5,460</td>
<td>16,000</td>
<td>16,000</td>
</tr>
<tr>
<td>010-2105-4215501</td>
<td>Dues. &amp; Membership / Memberships</td>
<td>795</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>010-2105-4215805</td>
<td>Program Expenses / Training</td>
<td>2,031</td>
<td>2,500</td>
<td>2,500</td>
</tr>
<tr>
<td>010-2105-4216206</td>
<td>Operating Supplies / Uniforms</td>
<td>2,172</td>
<td>2,100</td>
<td>2,100</td>
</tr>
<tr>
<td><strong>TOTAL POLICE DEPT - DISPATCH</strong></td>
<td></td>
<td>512,650</td>
<td>522,138</td>
<td>522,138</td>
</tr>
</tbody>
</table>
## FIRE DEPARTMENT

### Staffing Plan

<table>
<thead>
<tr>
<th>Position</th>
<th>2014 Year-End Actual</th>
<th>2015 Amended Budget</th>
<th>2015 Year-End Estimate</th>
<th>2016 Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Fighters</td>
<td>12.00</td>
<td>12.00</td>
<td>12.00</td>
<td>12.00</td>
</tr>
<tr>
<td>Fire Lieutenant</td>
<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
</tr>
<tr>
<td>Fire Captain</td>
<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
</tr>
<tr>
<td>Fire Chief</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Inspector</td>
<td>0.00</td>
<td>0.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
</tbody>
</table>

**Total Staff:** 19.00 19.00 20.00 20.00

### Expenditures by Type

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services</td>
<td>10,602</td>
<td>17,500</td>
<td>10,000</td>
<td>17,500</td>
</tr>
<tr>
<td>General Services</td>
<td>134,023</td>
<td>90,000</td>
<td>78,550</td>
<td>101,000</td>
</tr>
<tr>
<td>Program Expenses</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Supplies</td>
<td>57,719</td>
<td>79,500</td>
<td>69,950</td>
<td>63,550</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>58,909</td>
<td>61,500</td>
<td>43,000</td>
<td>46,000</td>
</tr>
<tr>
<td>Debt Service</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Transfers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**FIRE DEPARTMENT** 2,578,748 2,555,687 2,509,437 2,616,667
<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>010-2201-4221201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>1,721,427</td>
<td>1,678,643</td>
<td>1,678,643</td>
<td>824,300</td>
<td>1,678,643</td>
<td>1,733,791</td>
</tr>
<tr>
<td>010-2201-4221204</td>
<td>Regular Salaries/Wages / Taxable Fringe Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>750</td>
<td>750</td>
<td>0</td>
</tr>
<tr>
<td>010-2201-4221400</td>
<td>Fire / Overtime</td>
<td>81,049</td>
<td>90,000</td>
<td>90,000</td>
<td>45,247</td>
<td>90,000</td>
<td>90,000</td>
</tr>
<tr>
<td>010-2201-4222000</td>
<td>Fire / Social Security</td>
<td>25,695</td>
<td>24,173</td>
<td>24,173</td>
<td>12,388</td>
<td>24,173</td>
<td>28,829</td>
</tr>
<tr>
<td>010-2201-4222301</td>
<td>Retirement 401A</td>
<td>3,758</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>010-2201-4222302</td>
<td>Retirement / Fppa</td>
<td>128,456</td>
<td>133,366</td>
<td>133,366</td>
<td>62,766</td>
<td>133,366</td>
<td>132,630</td>
</tr>
<tr>
<td>010-2201-4222500</td>
<td>Fire / Unemployment Compensation</td>
<td>5,305</td>
<td>5,001</td>
<td>5,001</td>
<td>2,558</td>
<td>5,001</td>
<td>5,132</td>
</tr>
<tr>
<td>010-2201-4222600</td>
<td>Fire / Workers Compensation</td>
<td>58,087</td>
<td>69,684</td>
<td>69,684</td>
<td>64,832</td>
<td>69,684</td>
<td>72,500</td>
</tr>
<tr>
<td>010-2201-4224506</td>
<td>Repairs &amp; Maintenance / Station Equipment Mainten</td>
<td>341</td>
<td>2,000</td>
<td>2,000</td>
<td>47</td>
<td>1,000</td>
<td>2,000</td>
</tr>
<tr>
<td>010-2201-4224601</td>
<td>Buildings / Station Maintenance</td>
<td>34,474</td>
<td>5,000</td>
<td>5,000</td>
<td>1,223</td>
<td>2,500</td>
<td>8,000</td>
</tr>
<tr>
<td>010-2201-4224602</td>
<td>Buildings / Station Repairs</td>
<td>799</td>
<td>3,000</td>
<td>3,000</td>
<td>0</td>
<td>3,500</td>
<td>3,000</td>
</tr>
<tr>
<td>010-2201-4224603</td>
<td>Buildings / Station Supplies</td>
<td>122,000</td>
<td>15,000</td>
<td>15,000</td>
<td>4,500</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>010-2201-4224604</td>
<td>Buildings / Station Tools</td>
<td>132</td>
<td>500</td>
<td>500</td>
<td>54</td>
<td>250</td>
<td>500</td>
</tr>
<tr>
<td>010-2201-4224606</td>
<td>Buildings / Fire Station Equipment</td>
<td>18,172</td>
<td>3,000</td>
<td>3,000</td>
<td>1,150</td>
<td>3,000</td>
<td>2,500</td>
</tr>
<tr>
<td>010-2201-4224701</td>
<td>Vehicle Operation &amp; Maint / Truck Maintenance</td>
<td>18,211</td>
<td>15,000</td>
<td>15,000</td>
<td>5,033</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>010-2201-4224703</td>
<td>Vehicle Operation &amp; Maint / Truck Gas/Oil</td>
<td>10,958</td>
<td>8,000</td>
<td>8,000</td>
<td>3,473</td>
<td>8,000</td>
<td>8,000</td>
</tr>
<tr>
<td>010-2201-4224706</td>
<td>Vehicle Operation &amp; Maint / Truck Tools</td>
<td>5,155</td>
<td>5,000</td>
<td>5,000</td>
<td>262</td>
<td>4,500</td>
<td>15,000</td>
</tr>
<tr>
<td>010-2201-4225058</td>
<td>Other Purchased Services / Travel &amp; Training</td>
<td>21,090</td>
<td>25,000</td>
<td>25,000</td>
<td>13,263</td>
<td>20,000</td>
<td>25,000</td>
</tr>
<tr>
<td>010-2201-4225059</td>
<td>Other Purchased Services</td>
<td>1,696</td>
<td>1,500</td>
<td>1,500</td>
<td>521</td>
<td>1,500</td>
<td>1,500</td>
</tr>
<tr>
<td>010-2201-4225060</td>
<td>Health &amp; Fitness Program</td>
<td>16,485</td>
<td>15,000</td>
<td>15,000</td>
<td>9,627</td>
<td>13,000</td>
<td>14,000</td>
</tr>
<tr>
<td>010-2201-4225301</td>
<td>Communications / Telephone</td>
<td>1,320</td>
<td>1,500</td>
<td>1,500</td>
<td>720</td>
<td>1,500</td>
<td>1,500</td>
</tr>
<tr>
<td>010-2201-4225501</td>
<td>Dues, &amp; Membership / Memberships</td>
<td>1,346</td>
<td>2,000</td>
<td>2,000</td>
<td>2,560</td>
<td>2,600</td>
<td>3,000</td>
</tr>
<tr>
<td>010-2201-4225502</td>
<td>Dues, &amp; Membership / Subscriptions</td>
<td>1,374</td>
<td>2,000</td>
<td>2,000</td>
<td>179</td>
<td>200</td>
<td>500</td>
</tr>
<tr>
<td>010-2201-4225810</td>
<td>Program Expenses / Fire Prevention Week</td>
<td>1,598</td>
<td>2,000</td>
<td>2,000</td>
<td>637</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>010-2201-4226101</td>
<td>General Supplies / Office</td>
<td>4,487</td>
<td>4,000</td>
<td>4,000</td>
<td>1,611</td>
<td>3,500</td>
<td>3,000</td>
</tr>
<tr>
<td>010-2201-4226102</td>
<td>General Supplies / Stationary/Forms</td>
<td>703</td>
<td>700</td>
<td>700</td>
<td>10</td>
<td>500</td>
<td>250</td>
</tr>
<tr>
<td>010-2201-4226107</td>
<td>General Supplies / Books</td>
<td>1,258</td>
<td>1,000</td>
<td>1,000</td>
<td>46</td>
<td>750</td>
<td>1,000</td>
</tr>
<tr>
<td>010-2201-4226110</td>
<td>General Supplies / Equipment</td>
<td>8,934</td>
<td>14,000</td>
<td>14,000</td>
<td>0</td>
<td>12,000</td>
<td>5,000</td>
</tr>
<tr>
<td>010-2201-4226206</td>
<td>Operating Supplies / Uniforms</td>
<td>7,150</td>
<td>12,000</td>
<td>12,000</td>
<td>2,480</td>
<td>12,000</td>
<td>12,000</td>
</tr>
<tr>
<td>010-2201-4226215</td>
<td>Operating Supplies / Medical Supplies</td>
<td>3,060</td>
<td>7,500</td>
<td>7,500</td>
<td>0</td>
<td>6,000</td>
<td>1,000</td>
</tr>
<tr>
<td>010-2201-4226216</td>
<td>Operating Supplies / Safety Gear</td>
<td>13,885</td>
<td>20,000</td>
<td>20,000</td>
<td>3,414</td>
<td>17,500</td>
<td>20,000</td>
</tr>
<tr>
<td>010-2201-4226217</td>
<td>Operating Supplies / Hazmat Materials</td>
<td>829</td>
<td>1,000</td>
<td>1,000</td>
<td>4,906</td>
<td>2,500</td>
<td>1,000</td>
</tr>
<tr>
<td>010-2201-4226218</td>
<td>Operating Supplies / Fire Extinguishers</td>
<td>177</td>
<td>100</td>
<td>100</td>
<td>0</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>010-2201-4226219</td>
<td>Operating Supplies / Personal Protective Equipment</td>
<td>15,074</td>
<td>20,000</td>
<td>20,000</td>
<td>11,870</td>
<td>17,000</td>
<td>20,000</td>
</tr>
<tr>
<td>010-2201-4226220</td>
<td>Operating Supplies / Linen</td>
<td>96</td>
<td>200</td>
<td>200</td>
<td>0</td>
<td>100</td>
<td>200</td>
</tr>
<tr>
<td>010-2201-4226221</td>
<td>Operating Supplies / Other Fire Supplies</td>
<td>9,121</td>
<td>8,000</td>
<td>8,000</td>
<td>0</td>
<td>7,000</td>
<td>8,000</td>
</tr>
<tr>
<td>010-2201-4226223</td>
<td>Operating Supplies / Safety Gear</td>
<td>40,916</td>
<td>35,000</td>
<td>35,000</td>
<td>15,408</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>010-2201-4226224</td>
<td>Operating Supplies / Hoses And Nozzles</td>
<td>2,802</td>
<td>5,000</td>
<td>5,000</td>
<td>357</td>
<td>2,500</td>
<td>5,000</td>
</tr>
<tr>
<td>010-2201-4226225</td>
<td>Honor Guard</td>
<td>3,618</td>
<td>4,000</td>
<td>4,000</td>
<td>0</td>
<td>3,500</td>
<td>4,000</td>
</tr>
<tr>
<td>010-2201-4227405</td>
<td>Machinery And Equipment / Radios/Radio Equipment</td>
<td>2,920</td>
<td>6,500</td>
<td>6,500</td>
<td>844</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td><strong>TOTAL FIRE</strong></td>
<td><strong>2,578,748</strong></td>
<td><strong>2,555,687</strong></td>
<td><strong>2,555,687</strong></td>
<td><strong>1,252,917</strong></td>
<td><strong>2,509,437</strong></td>
<td><strong>2,616,667</strong></td>
<td></td>
</tr>
</tbody>
</table>
**PUBLIC WORKS DEPARTMENT**

### STAFFING PLAN

<table>
<thead>
<tr>
<th>Position</th>
<th>2014 Year-End Actual</th>
<th>2015 Amended Budget</th>
<th>2015 Year-End Estimate</th>
<th>2016 Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Assistant</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Engineer Assoc / GIS Tech</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Street Maintenance I</td>
<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
</tr>
<tr>
<td>Street Maintenance II</td>
<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
</tr>
<tr>
<td>Street Superintendent</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Fleet Technician Aide</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Fleet Inventory &amp; Purchasing Assist</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Fleet Technician I</td>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
</tr>
<tr>
<td>Fleet Technician II</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Fleet Superintendent</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Facilities Maintenance Worker</td>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
</tr>
<tr>
<td>Facilities Maintenance Superintendent</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Public Works Director</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
</tbody>
</table>

**TOTAL STAFF**: 20.00

### EXPENDITURES BY TYPE

<table>
<thead>
<tr>
<th>Category</th>
<th>2014 Year-End Actual</th>
<th>2015 Amended Budget</th>
<th>2015 Year-End Estimate</th>
<th>2016 Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>1,860,113</td>
<td>1,924,338</td>
<td>1,842,276</td>
<td>1,962,603</td>
</tr>
<tr>
<td>Professional Services</td>
<td>70,060</td>
<td>166,000</td>
<td>126,000</td>
<td>132,500</td>
</tr>
<tr>
<td>General Services</td>
<td>923,358</td>
<td>1,192,900</td>
<td>1,046,200</td>
<td>1,113,200</td>
</tr>
<tr>
<td>Program Expenses</td>
<td>382,841</td>
<td>450,000</td>
<td>400,000</td>
<td>0</td>
</tr>
<tr>
<td>Supplies</td>
<td>111,480</td>
<td>142,500</td>
<td>142,745</td>
<td>181,000</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Debt Service</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Transfers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**PUBLIC WORKS DEPARTMENT**: 3,347,853 3,875,738 3,557,221 3,389,303
### CITY OF BLACK HAWK
#### 2016 BUDGET
**GENERAL FUND**

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>010-3101-4311201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>368,901</td>
<td>366,940</td>
<td>366,940</td>
<td>179,300</td>
<td>366,940</td>
<td>375,569</td>
</tr>
<tr>
<td>010-3101-4311204</td>
<td>Regular Salaries/Wages / Taxable Fringe Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>200</td>
<td>300</td>
<td>0</td>
</tr>
<tr>
<td>010-3101-4312100</td>
<td>Public Works / Group Health Insurance</td>
<td>50,244</td>
<td>53,640</td>
<td>53,640</td>
<td>25,870</td>
<td>53,640</td>
<td>53,778</td>
</tr>
<tr>
<td>010-3101-4312200</td>
<td>Public Works / Social Security</td>
<td>25,434</td>
<td>26,958</td>
<td>26,958</td>
<td>13,511</td>
<td>26,958</td>
<td>25,704</td>
</tr>
<tr>
<td>010-3101-4312301</td>
<td>Retirement / 401A</td>
<td>14,936</td>
<td>21,144</td>
<td>21,144</td>
<td>10,113</td>
<td>21,144</td>
<td>21,641</td>
</tr>
<tr>
<td>010-3101-4312500</td>
<td>Public Works / Unemployment Compensation</td>
<td>1,087</td>
<td>1,057</td>
<td>1,057</td>
<td>528</td>
<td>1,057</td>
<td>1,082</td>
</tr>
<tr>
<td>010-3101-4312600</td>
<td>Public Works / Workers Compensation</td>
<td>9,650</td>
<td>3,499</td>
<td>3,499</td>
<td>3,242</td>
<td>3,499</td>
<td>3,568</td>
</tr>
<tr>
<td>010-3101-4313304</td>
<td>Professional Services / Software/Hardware Support</td>
<td>(3,060)</td>
<td>10,000</td>
<td>10,000</td>
<td>0</td>
<td>2,000</td>
<td>7,000</td>
</tr>
<tr>
<td>010-3101-4313306</td>
<td>Professional Services / Legal-Title Work</td>
<td>1,250</td>
<td>0</td>
<td>0</td>
<td>3,690</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>010-3101-4313307</td>
<td>Professional Services / Surveys</td>
<td>726</td>
<td>15,000</td>
<td>15,000</td>
<td>1,232</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>010-3101-4313315</td>
<td>Professional Services / Signal Maint &amp; Repair</td>
<td>50,460</td>
<td>40,000</td>
<td>40,000</td>
<td>22,444</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>010-3101-4313319</td>
<td>Professional Services / Other (Consultants)</td>
<td>0</td>
<td>10,000</td>
<td>10,000</td>
<td>500</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>010-3101-4313320</td>
<td>Professional Services / Environmental</td>
<td>75</td>
<td>10,000</td>
<td>10,000</td>
<td>0</td>
<td>0</td>
<td>10,000</td>
</tr>
<tr>
<td>010-3101-4314101</td>
<td>Utilities / Gas &amp; Electric</td>
<td>308,325</td>
<td>375,000</td>
<td>375,000</td>
<td>164,381</td>
<td>360,000</td>
<td>385,000</td>
</tr>
<tr>
<td>010-3101-4314102</td>
<td>Utilities / Sewer</td>
<td>30,410</td>
<td>30,000</td>
<td>30,000</td>
<td>8,907</td>
<td>35,000</td>
<td>35,000</td>
</tr>
<tr>
<td>010-3101-4314103</td>
<td>Utilities / Trash Removal</td>
<td>33,459</td>
<td>45,000</td>
<td>45,000</td>
<td>15,106</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>010-3101-4314506</td>
<td>Repairs &amp; Maintenance / Equipment Maintenance</td>
<td>1,253</td>
<td>3,000</td>
<td>3,000</td>
<td>0</td>
<td>3,000</td>
<td>3,000</td>
</tr>
<tr>
<td>010-3101-4315058</td>
<td>Other Purchased Services / Travel &amp; Training</td>
<td>668</td>
<td>4,000</td>
<td>4,000</td>
<td>0</td>
<td>4,000</td>
<td>4,000</td>
</tr>
<tr>
<td>010-3101-4315200</td>
<td>Public Works / Printing And Binding</td>
<td>0</td>
<td>1,000</td>
<td>1,000</td>
<td>149</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>010-3101-4315403</td>
<td>Advertising / Publications</td>
<td>0</td>
<td>1,000</td>
<td>1,000</td>
<td>0</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>010-3101-4315501</td>
<td>Dues, &amp; Membership / Memberships</td>
<td>1,427</td>
<td>2,000</td>
<td>2,000</td>
<td>149</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>010-3101-4315502</td>
<td>Dues, &amp; Membership / Subscriptions</td>
<td>0</td>
<td>1,000</td>
<td>1,000</td>
<td>0</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>010-3101-4315826</td>
<td>Program Expenses / Banners</td>
<td>150</td>
<td>14,000</td>
<td>14,000</td>
<td>0</td>
<td>14,000</td>
<td>15,000</td>
</tr>
<tr>
<td>010-3101-4315830</td>
<td>Program Expenses / Christmas Decoration</td>
<td>150,293</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-3101-4315831</td>
<td>Program Expenses / Summer Flowers</td>
<td>22,259</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-3101-4316101</td>
<td>General Supplies / Office</td>
<td>10,656</td>
<td>9,000</td>
<td>9,000</td>
<td>1,695</td>
<td>9,000</td>
<td>9,000</td>
</tr>
<tr>
<td>010-3101-4316107</td>
<td>General Supplies / Books</td>
<td>309</td>
<td>1,000</td>
<td>1,000</td>
<td>0</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>010-3101-4316206</td>
<td>Operating Supplies / Uniforms</td>
<td>11,155</td>
<td>15,000</td>
<td>15,000</td>
<td>4,902</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>010-3101-4317403</td>
<td>Machinery And Equipment / Furniture And Fixtures</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>245</td>
<td>245</td>
<td>15,000</td>
</tr>
</tbody>
</table>

**TOTAL PUBLIC WORKS - ADMINISTRATION**

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1,090,035</td>
<td>1,099,238</td>
<td>1,099,238</td>
<td>455,286</td>
<td>1,049,783</td>
<td>1,138,342</td>
</tr>
<tr>
<td>Account Number</td>
<td>Account Description</td>
<td>2014 Year-End Actual</td>
<td>2015 Adopted Budget</td>
<td>2015 Amended Year To Date</td>
<td>2015 Year-End Adopted Budget</td>
<td>2015 City Manager Request</td>
<td>2016 Budget</td>
</tr>
<tr>
<td>----------------</td>
<td>----------------------------------------------------------</td>
<td>----------------------</td>
<td>---------------------</td>
<td>----------------------------</td>
<td>-------------------------------</td>
<td>--------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>010-3102-4311201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>413,977</td>
<td>458,483</td>
<td>458,483</td>
<td>184,236</td>
<td>420,000</td>
<td>435,639</td>
</tr>
<tr>
<td>010-3102-4311204</td>
<td>Regular Salaries/Wages / Taxable Fringe Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>250</td>
<td>250</td>
<td>0</td>
</tr>
<tr>
<td>010-3102-4311400</td>
<td>Public Works / Overtime</td>
<td>19,675</td>
<td>25,000</td>
<td>25,000</td>
<td>8,467</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>010-3102-4312100</td>
<td>Public Works / Group Health Insurance</td>
<td>100,061</td>
<td>109,918</td>
<td>109,918</td>
<td>48,244</td>
<td>105,000</td>
<td>121,377</td>
</tr>
<tr>
<td>010-3102-4312200</td>
<td>Public Works / Social Security</td>
<td>32,018</td>
<td>33,555</td>
<td>33,555</td>
<td>14,219</td>
<td>32,130</td>
<td>31,682</td>
</tr>
<tr>
<td>010-3102-4312301</td>
<td>Retirement / 401A</td>
<td>22,218</td>
<td>26,318</td>
<td>26,318</td>
<td>10,323</td>
<td>23,000</td>
<td>24,175</td>
</tr>
<tr>
<td>010-3102-4312500</td>
<td>Public Works / Unemployment Compensation</td>
<td>1,253</td>
<td>1,316</td>
<td>1,316</td>
<td>556</td>
<td>1,316</td>
<td>1,242</td>
</tr>
<tr>
<td>010-3102-4312600</td>
<td>Public Works / Workers Compensation</td>
<td>11,063</td>
<td>14,085</td>
<td>14,085</td>
<td>13,049</td>
<td>14,000</td>
<td>14,304</td>
</tr>
<tr>
<td>010-3102-4314202</td>
<td>Cleaning Services / Snow Plowing</td>
<td>16,124</td>
<td>16,000</td>
<td>16,000</td>
<td>2,032</td>
<td>16,000</td>
<td>20,000</td>
</tr>
<tr>
<td>010-3102-4314304</td>
<td>Rental And Leases / Equipment &amp; Tools</td>
<td>5,378</td>
<td>45,000</td>
<td>45,000</td>
<td>232</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>010-3102-4314402</td>
<td>Rentals / Equipment Rental - Tools</td>
<td>0</td>
<td>10,000</td>
<td>10,000</td>
<td>75</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>010-3102-4314511</td>
<td>Repairs &amp; Maintenance / Streets</td>
<td>33,109</td>
<td>130,000</td>
<td>130,000</td>
<td>490</td>
<td>100,000</td>
<td>215,000</td>
</tr>
<tr>
<td>010-3102-4314513</td>
<td>Repairs &amp; Maintenance / Stairs</td>
<td>729</td>
<td>500</td>
<td>500</td>
<td>0</td>
<td>500</td>
<td>1,000</td>
</tr>
<tr>
<td>010-3102-4314515</td>
<td>Repairs &amp; Maintenance / Sweeping</td>
<td>1,317</td>
<td>3,000</td>
<td>3,000</td>
<td>774</td>
<td>3,000</td>
<td>3,000</td>
</tr>
<tr>
<td>010-3102-4314516</td>
<td>Repairs &amp; Maintenance / Striping</td>
<td>7,891</td>
<td>20,000</td>
<td>20,000</td>
<td>0</td>
<td>5,000</td>
<td>25,000</td>
</tr>
<tr>
<td>010-3102-4314517</td>
<td>Repairs &amp; Maintenance / Storm Drainage</td>
<td>5,141</td>
<td>8,000</td>
<td>8,000</td>
<td>0</td>
<td>8,000</td>
<td>12,000</td>
</tr>
<tr>
<td>010-3102-4314520</td>
<td>Repairs &amp; Maintenance / Stroehle Square</td>
<td>1,098</td>
<td>4,000</td>
<td>4,000</td>
<td>0</td>
<td>0</td>
<td>15,000</td>
</tr>
<tr>
<td>010-3102-4314701</td>
<td>Vehicle Operation &amp; Maint / Parts &amp; Accessories</td>
<td>35,917</td>
<td>54,000</td>
<td>54,000</td>
<td>11,820</td>
<td>35,000</td>
<td>45,000</td>
</tr>
<tr>
<td>010-3102-4314703</td>
<td>Vehicle Operation &amp; Maint / Gas And Oil</td>
<td>35,907</td>
<td>46,000</td>
<td>46,000</td>
<td>10,949</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>010-3102-4314710</td>
<td>Vehicle Operation &amp; Maint / Shop Supplies</td>
<td>8,141</td>
<td>9,000</td>
<td>9,000</td>
<td>2,493</td>
<td>8,500</td>
<td>8,500</td>
</tr>
<tr>
<td>010-3102-4315058</td>
<td>Other Purchased Services / Travel &amp; Training</td>
<td>1,086</td>
<td>7,000</td>
<td>7,000</td>
<td>610</td>
<td>7,000</td>
<td>7,000</td>
</tr>
<tr>
<td>010-3102-4315832</td>
<td>Weed Management</td>
<td>1,712</td>
<td>5,000</td>
<td>5,000</td>
<td>1,170</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>010-3102-4316201</td>
<td>Operating Supplies / Small Tools</td>
<td>2,178</td>
<td>3,000</td>
<td>3,000</td>
<td>1,051</td>
<td>3,000</td>
<td>3,000</td>
</tr>
<tr>
<td>010-3102-4316229</td>
<td>Operating Supplies / Sand</td>
<td>39,946</td>
<td>45,000</td>
<td>45,000</td>
<td>22,486</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>010-3102-4316230</td>
<td>Operating Supplies / Base</td>
<td>2,146</td>
<td>2,000</td>
<td>2,000</td>
<td>0</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>010-3102-4316232</td>
<td>Operating Supplies / Signs</td>
<td>9,405</td>
<td>12,000</td>
<td>12,000</td>
<td>2,070</td>
<td>12,000</td>
<td>12,000</td>
</tr>
<tr>
<td>010-3102-4316243</td>
<td>Operating Supplies / Paving Materials</td>
<td>3,730</td>
<td>10,000</td>
<td>10,000</td>
<td>1,908</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>010-3102-4316250</td>
<td>Operating Supplies / Landscaping</td>
<td>17,350</td>
<td>10,000</td>
<td>10,000</td>
<td>5,662</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>010-3102-4316251</td>
<td>Open Space</td>
<td>434</td>
<td>10,000</td>
<td>10,000</td>
<td>0</td>
<td>10,000</td>
<td>25,000</td>
</tr>
<tr>
<td>010-3102-4317420</td>
<td>Machinery And Equipment / Equipment</td>
<td>6,325</td>
<td>10,000</td>
<td>10,000</td>
<td>0</td>
<td>10,000</td>
<td>10,000</td>
</tr>
</tbody>
</table>

**TOTAL PUBLIC WORKS - STREETS**

|                        | 835,327 | 1,128,175 | 1,128,175 | 343,169 | 1,005,696 | 1,226,419 |
# CITY OF BLACK HAWK
## 2016 BUDGET
### GENERAL FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>010-3103-4311201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>414,631</td>
<td>403,139</td>
<td>403,139</td>
<td>188,417</td>
<td>380,000</td>
<td>417,021</td>
</tr>
<tr>
<td>010-3103-4311204</td>
<td>Regular Salaries/Wages / Taxable Fringe Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>150</td>
<td>150</td>
<td>0</td>
</tr>
<tr>
<td>010-3103-4311400</td>
<td>Public Works / Overtime</td>
<td>1,862</td>
<td>2,500</td>
<td>2,500</td>
<td>198</td>
<td>2,500</td>
<td>5,000</td>
</tr>
<tr>
<td>010-3103-4312100</td>
<td>Public Works / Group Health Insurance</td>
<td>62,997</td>
<td>65,683</td>
<td>65,683</td>
<td>29,294</td>
<td>60,000</td>
<td>77,763</td>
</tr>
<tr>
<td>010-3103-4312200</td>
<td>Public Works / Social Security</td>
<td>31,061</td>
<td>29,480</td>
<td>29,480</td>
<td>14,299</td>
<td>29,000</td>
<td>29,900</td>
</tr>
<tr>
<td>010-3103-4312301</td>
<td>Retirement / 401A</td>
<td>22,343</td>
<td>23,122</td>
<td>23,122</td>
<td>10,422</td>
<td>20,000</td>
<td>23,458</td>
</tr>
<tr>
<td>010-3103-4312500</td>
<td>Public Works / Unemployment Compensation</td>
<td>1,233</td>
<td>1,156</td>
<td>1,156</td>
<td>559</td>
<td>1,156</td>
<td>1,173</td>
</tr>
<tr>
<td>010-3103-4312600</td>
<td>Public Works / Workers Compensation</td>
<td>319</td>
<td>8,362</td>
<td>8,362</td>
<td>7,747</td>
<td>8,362</td>
<td>8,445</td>
</tr>
<tr>
<td>010-3103-4313304</td>
<td>Software/Hardware Support</td>
<td>5,943</td>
<td>6,000</td>
<td>6,000</td>
<td>976</td>
<td>6,000</td>
<td>7,500</td>
</tr>
<tr>
<td>010-3103-4313316</td>
<td>Wash Bay Maintenance</td>
<td>2,525</td>
<td>7,000</td>
<td>7,000</td>
<td>558</td>
<td>2,500</td>
<td>7,000</td>
</tr>
<tr>
<td>010-3103-4314507</td>
<td>Repairs &amp; Maintenance / Maintain Fuel System</td>
<td>105</td>
<td>4,000</td>
<td>4,000</td>
<td>298</td>
<td>4,000</td>
<td>4,000</td>
</tr>
<tr>
<td>010-3103-4314508</td>
<td>Repairs &amp; Maintenance / Maintain Tools</td>
<td>1,975</td>
<td>6,000</td>
<td>6,000</td>
<td>0</td>
<td>3,000</td>
<td>3,000</td>
</tr>
<tr>
<td>010-3103-4314701</td>
<td>Vehicle Operation &amp; Maint / Parts &amp; Accessories</td>
<td>5,109</td>
<td>7,000</td>
<td>7,000</td>
<td>1,259</td>
<td>5,000</td>
<td>7,000</td>
</tr>
<tr>
<td>010-3103-4314709</td>
<td>Vehicle Operation &amp; Maint / Mechanic Shop Supplies</td>
<td>10,169</td>
<td>12,000</td>
<td>12,000</td>
<td>3,307</td>
<td>10,000</td>
<td>12,000</td>
</tr>
<tr>
<td>010-3103-4314712</td>
<td>Vehicle Operation &amp; Maint / Gilpin Ambulance Repair</td>
<td>16,102</td>
<td>15,000</td>
<td>15,000</td>
<td>4,614</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>010-3103-4315058</td>
<td>Other Purchased Services / Travel &amp; Training</td>
<td>1,239</td>
<td>6,000</td>
<td>6,000</td>
<td>0</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td>010-3103-4316101</td>
<td>General Supplies / Office</td>
<td>2,531</td>
<td>3,500</td>
<td>3,500</td>
<td>951</td>
<td>3,500</td>
<td>3,500</td>
</tr>
<tr>
<td>010-3103-4316110</td>
<td>General Supplies / Small Tools &amp; Equipment</td>
<td>1,929</td>
<td>8,000</td>
<td>8,000</td>
<td>1,018</td>
<td>8,000</td>
<td>12,000</td>
</tr>
<tr>
<td><strong>TOTAL PUBLIC WORKS - FLEET</strong></td>
<td></td>
<td><strong>582,074</strong></td>
<td><strong>607,942</strong></td>
<td><strong>607,942</strong></td>
<td><strong>265,253</strong></td>
<td><strong>564,168</strong></td>
<td><strong>639,769</strong></td>
</tr>
<tr>
<td>Account Number</td>
<td>Account Description</td>
<td>2014 Year-End Actual</td>
<td>2015 Adopted Budget</td>
<td>2015 Amended Budget</td>
<td>June 30, 2015 Year To Date Actual</td>
<td>2015 Year-End Estimate</td>
<td>2016 City Manager Request</td>
</tr>
<tr>
<td>----------------</td>
<td>-----------------------------------------------------------</td>
<td>----------------------</td>
<td>---------------------</td>
<td>---------------------</td>
<td>----------------------------------</td>
<td>------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>010-3104-4311201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>193,440</td>
<td>187,109</td>
<td>187,109</td>
<td>78,803</td>
<td>185,000</td>
<td>193,176</td>
</tr>
<tr>
<td>010-3104-4311400</td>
<td>Public Works / Overtime</td>
<td>145</td>
<td>2,000</td>
<td>2,000</td>
<td>710</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>010-3104-4312100</td>
<td>Public Works / Group Health Insurance</td>
<td>31,399</td>
<td>29,420</td>
<td>29,420</td>
<td>15,517</td>
<td>29,420</td>
<td>39,505</td>
</tr>
<tr>
<td>010-3104-4312200</td>
<td>Public Works / Social Security</td>
<td>14,762</td>
<td>13,374</td>
<td>13,374</td>
<td>6,024</td>
<td>13,374</td>
<td>13,370</td>
</tr>
<tr>
<td>010-3104-4312301</td>
<td>Retirement / 401A</td>
<td>9,769</td>
<td>10,490</td>
<td>10,490</td>
<td>4,261</td>
<td>10,490</td>
<td>10,486</td>
</tr>
<tr>
<td>010-3104-4312500</td>
<td>Public Works / Unemployment Compensation</td>
<td>577</td>
<td>524</td>
<td>524</td>
<td>236</td>
<td>524</td>
<td>524</td>
</tr>
<tr>
<td>010-3104-4312600</td>
<td>Public Works / Workers Compensation</td>
<td>5,059</td>
<td>6,066</td>
<td>6,066</td>
<td>5,620</td>
<td>6,066</td>
<td>6,012</td>
</tr>
<tr>
<td>010-3104-4314201</td>
<td>Cleaning Services / Custodial</td>
<td>17,402</td>
<td>25,000</td>
<td>25,000</td>
<td>11,052</td>
<td>25,000</td>
<td>30,000</td>
</tr>
<tr>
<td>010-3104-4314220</td>
<td>Cleaning Services / Commercial Bldg</td>
<td>0</td>
<td>5,000</td>
<td>5,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-3104-4314503</td>
<td>Repairs &amp; Maintenance / Tools</td>
<td>1,607</td>
<td>7,500</td>
<td>7,500</td>
<td>785</td>
<td>3,000</td>
<td>7,500</td>
</tr>
<tr>
<td>010-3104-4314506</td>
<td>Repairs &amp; Maintenance / Equipment Maintenance</td>
<td>0</td>
<td>3,000</td>
<td>3,000</td>
<td>0</td>
<td>1,500</td>
<td>3,000</td>
</tr>
<tr>
<td>010-3104-4314608</td>
<td>Sand/Salt Storage Shed - 1053</td>
<td>0</td>
<td>2,500</td>
<td>2,500</td>
<td>27</td>
<td>2,500</td>
<td>2,500</td>
</tr>
<tr>
<td>010-3104-4314609</td>
<td>Crooks Palace</td>
<td>815</td>
<td>3,700</td>
<td>3,700</td>
<td>0</td>
<td>3,700</td>
<td>3,700</td>
</tr>
<tr>
<td>010-3104-4314611</td>
<td>Buildings / Fire Department Bldg</td>
<td>2,193</td>
<td>6,000</td>
<td>6,000</td>
<td>8,812</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>010-3104-4314616</td>
<td>Buildings / Mechanics Shop - 1051</td>
<td>5,968</td>
<td>14,000</td>
<td>14,000</td>
<td>4,753</td>
<td>12,000</td>
<td>14,000</td>
</tr>
<tr>
<td>010-3104-4314617</td>
<td>Buildings / Street Shop / Dory Hill Plt - 1040</td>
<td>743</td>
<td>2,000</td>
<td>2,000</td>
<td>81</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-3104-4314618</td>
<td>Buildings / PW Facility</td>
<td>6,949</td>
<td>12,000</td>
<td>12,000</td>
<td>2,004</td>
<td>7,000</td>
<td>10,000</td>
</tr>
<tr>
<td>010-3104-4314619</td>
<td>Buildings / Post Office</td>
<td>445</td>
<td>3,000</td>
<td>3,000</td>
<td>504</td>
<td>3,000</td>
<td>6,000</td>
</tr>
<tr>
<td>010-3104-4314620</td>
<td>Buildings / Commercial Bldg</td>
<td>11,695</td>
<td>14,200</td>
<td>14,200</td>
<td>848</td>
<td>12,000</td>
<td>18,000</td>
</tr>
<tr>
<td>010-3104-4314701</td>
<td>Vehicle Operation &amp; Maint / Parts &amp; Accessories</td>
<td>2,906</td>
<td>5,000</td>
<td>5,000</td>
<td>126</td>
<td>3,000</td>
<td>3,000</td>
</tr>
<tr>
<td>010-3104-4314710</td>
<td>Shop Supplies</td>
<td>3,386</td>
<td>4,000</td>
<td>4,000</td>
<td>1,132</td>
<td>4,000</td>
<td>4,000</td>
</tr>
<tr>
<td>010-3104-4315058</td>
<td>Other Purchased Services / Travel &amp; Training</td>
<td>0</td>
<td>3,000</td>
<td>3,000</td>
<td>0</td>
<td>3,000</td>
<td>3,000</td>
</tr>
<tr>
<td><strong>TOTAL PUBLIC WORKS - FACILITIES</strong></td>
<td><strong>309,260</strong></td>
<td><strong>358,883</strong></td>
<td><strong>358,883</strong></td>
<td><strong>141,295</strong></td>
<td><strong>341,574</strong></td>
<td><strong>384,773</strong></td>
<td></td>
</tr>
<tr>
<td>Account Number</td>
<td>Account Description</td>
<td>2014 Year-End Actual</td>
<td>2015 Adopted Budget</td>
<td>2015 Amended Budget</td>
<td>June 30, 2015 Year To Date Actual</td>
<td>2015 Year-End Estimate</td>
<td>2016 City Manager Request</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------------------------------</td>
<td>----------------------</td>
<td>---------------------</td>
<td>---------------------</td>
<td>-------------------------------------</td>
<td>------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>010-3105-4313319</td>
<td>Other (Consultants)</td>
<td>13,443</td>
<td>35,000</td>
<td>35,000</td>
<td>5,000</td>
<td>35,000</td>
<td>0</td>
</tr>
<tr>
<td>010-3105-4314101</td>
<td>Gas &amp; Electric</td>
<td>16,085</td>
<td>47,500</td>
<td>47,500</td>
<td>8,235</td>
<td>25,000</td>
<td>0</td>
</tr>
<tr>
<td>010-3105-4314506</td>
<td>Equipment Maintenance</td>
<td>19,325</td>
<td>45,000</td>
<td>45,000</td>
<td>7,427</td>
<td>45,000</td>
<td>0</td>
</tr>
<tr>
<td>010-3105-4314518</td>
<td>Bus Stop Maintenance Combine w/ 5812</td>
<td>3,291</td>
<td>18,000</td>
<td>18,000</td>
<td>2,512</td>
<td>18,000</td>
<td>0</td>
</tr>
<tr>
<td>010-3105-4314703</td>
<td>Gas And Oil</td>
<td>50,976</td>
<td>55,000</td>
<td>55,000</td>
<td>15,016</td>
<td>45,000</td>
<td>0</td>
</tr>
<tr>
<td>010-3105-4315403</td>
<td>Publications-Marketing</td>
<td>1,105</td>
<td>15,000</td>
<td>15,000</td>
<td>65</td>
<td>8,000</td>
<td>0</td>
</tr>
<tr>
<td>010-3105-4315501</td>
<td>Memberships</td>
<td>2,260</td>
<td>6,000</td>
<td>6,000</td>
<td>1,876</td>
<td>5,000</td>
<td>0</td>
</tr>
<tr>
<td>010-3105-4315810</td>
<td>Contracted Bus Service</td>
<td>382,841</td>
<td>450,000</td>
<td>450,000</td>
<td>180,494</td>
<td>400,000</td>
<td>0</td>
</tr>
<tr>
<td>010-3105-4315812</td>
<td>Next Bus Stop Contract Maintenance</td>
<td>41,831</td>
<td>10,000</td>
<td>10,000</td>
<td>14,515</td>
<td>15,000</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL PUBLIC WORKS - TRANSPORTATION</strong></td>
<td></td>
<td>531,157</td>
<td>681,500</td>
<td>681,500</td>
<td>235,140</td>
<td>596,000</td>
<td>0</td>
</tr>
</tbody>
</table>
# CITY OF BLACK HAWK
## 2016 BUDGET
### GENERAL FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>010-9500-4919504</td>
<td>Transfers Out / Water Fund</td>
<td>8,500,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>010-9500-4919505</td>
<td>Transfers Out / Debt Service Fund</td>
<td>4,393,397</td>
<td>2,904,744</td>
<td>2,904,744</td>
<td>1,452,372</td>
<td>2,904,744</td>
<td>2,932,000</td>
</tr>
<tr>
<td>010-9500-4919507</td>
<td>Transfers Out / Capital Projects-General</td>
<td>12,000,000</td>
<td>9,300,000</td>
<td>9,300,000</td>
<td>4,650,000</td>
<td>9,300,000</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL INTERGOVERNMENTAL TRANSFERS</strong></td>
<td></td>
<td>24,893,397</td>
<td>12,204,744</td>
<td>12,204,744</td>
<td>6,102,372</td>
<td>12,204,744</td>
<td>2,932,000</td>
</tr>
</tbody>
</table>
CITY OF BLACK HAWK
2016 BUDGET
IMPACT FEES FUND SUMMARY

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING FUND BALANCE</td>
<td>1,492,759</td>
<td>1,496,458</td>
<td>1,496,458</td>
<td>1,496,458</td>
<td>1,496,458</td>
<td>1,500,258</td>
</tr>
<tr>
<td>REVENUES</td>
<td>3,699</td>
<td>241</td>
<td>241</td>
<td>1,946</td>
<td>3,800</td>
<td>500</td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td>0</td>
<td>1,495,000</td>
<td>1,495,000</td>
<td>0</td>
<td>0</td>
<td>1,500,000</td>
</tr>
<tr>
<td>NET INCREASE (DECREASE)</td>
<td>3,699</td>
<td>(1,494,759)</td>
<td>(1,494,759)</td>
<td>1,946</td>
<td>3,800</td>
<td>(1,499,500)</td>
</tr>
<tr>
<td>ENDING FUND BALANCE</td>
<td>1,496,458</td>
<td>1,699</td>
<td>1,699</td>
<td>1,498,404</td>
<td>1,500,258</td>
<td>758</td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK
### 2016 BUDGET
#### IMPACT FEE FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>201-0000-3610100</td>
<td>Revenue / Int Income On Investments</td>
<td>3,699</td>
<td>241</td>
<td>241</td>
<td>1,946</td>
<td>3,800</td>
<td>500</td>
</tr>
<tr>
<td><strong>TOTAL IMPACT FEE FUND</strong></td>
<td></td>
<td><strong>3,699</strong></td>
<td><strong>241</strong></td>
<td><strong>241</strong></td>
<td><strong>1,946</strong></td>
<td><strong>3,800</strong></td>
<td><strong>500</strong></td>
</tr>
</tbody>
</table>
# CITY OF BLACK HAWK
## 2016 BUDGET
### IMPACT FEE FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>201-0000-5017702</td>
<td>Reimbursement / Parking Impact Fee</td>
<td>0</td>
<td>1,495,000</td>
<td>1,495,000</td>
<td>0</td>
<td>0</td>
<td>1,500,000</td>
</tr>
<tr>
<td>TOTAL IMPACT FEE FUND</td>
<td></td>
<td>0</td>
<td>1,495,000</td>
<td>1,495,000</td>
<td>0</td>
<td>0</td>
<td>1,500,000</td>
</tr>
</tbody>
</table>
# CITY OF BLACK HAWK
## 2016 BUDGET
### PRESERVATION & RESTORATION FUND SUMMARY

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEGINNING FUND BALANCE</strong></td>
<td>4,220,082</td>
<td>5,267,688</td>
<td>5,267,688</td>
<td>5,267,688</td>
<td>5,267,688</td>
<td>1,342,974</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td>3,543,375</td>
<td>3,410,000</td>
<td>3,410,000</td>
<td>7,031</td>
<td>3,704,077</td>
<td>3,702,200</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td>2,495,769</td>
<td>7,201,025</td>
<td>7,201,025</td>
<td>399,795</td>
<td>7,628,791</td>
<td>4,420,727</td>
</tr>
<tr>
<td><strong>NET INCREASE (DECREASE)</strong></td>
<td>1,047,606</td>
<td>(3,791,025)</td>
<td>(3,791,025)</td>
<td>(392,764)</td>
<td>(3,924,714)</td>
<td>(718,527)</td>
</tr>
<tr>
<td><strong>ENDING FUND BALANCE</strong></td>
<td>5,267,688</td>
<td>1,476,663</td>
<td>1,476,663</td>
<td>4,874,924</td>
<td>1,342,974</td>
<td>624,447</td>
</tr>
<tr>
<td>Account Number</td>
<td>Account Description</td>
<td>2014 Year-End Actual</td>
<td>2015 Adopted Budget</td>
<td>2015 Amended Budget</td>
<td>June 30, 2015 Year To Date Actual</td>
<td>2015 City Manager Request</td>
</tr>
<tr>
<td>----------------</td>
<td>--------------------------------------</td>
<td>----------------------</td>
<td>---------------------</td>
<td>---------------------</td>
<td>----------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>203-0000-3350800</td>
<td>State Shared Revenues / Preservation</td>
<td>3,496,881</td>
<td>3,400,000</td>
<td>3,400,000</td>
<td>0</td>
<td>3,691,877</td>
</tr>
<tr>
<td>203-0000-3610100</td>
<td>Revenue / Int Income On Investments</td>
<td>10,431</td>
<td>10,000</td>
<td>10,000</td>
<td>6,881</td>
<td>12,000</td>
</tr>
<tr>
<td>203-0000-3611000</td>
<td>Revenue / Sale Of Plots</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>150</td>
<td>200</td>
</tr>
<tr>
<td>203-0000-3611800</td>
<td>Revenue / Lace House Reloc Reimb</td>
<td>36,063</td>
<td>0</td>
<td>0</td>
<td>150</td>
<td>200</td>
</tr>
<tr>
<td><strong>TOTAL PRESERVATION &amp; RESTORATION</strong></td>
<td></td>
<td>3,543,375</td>
<td>3,410,000</td>
<td>3,410,000</td>
<td>7,051</td>
<td>3,704,077</td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK
### 2016 BUDGET
#### PRESERVATION & RESTORATION FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>203-0000-5021201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>4,221</td>
<td>0</td>
<td>0</td>
<td>5,292</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>203-0000-5022200</td>
<td>Preservation / Social Security</td>
<td>323</td>
<td>0</td>
<td>0</td>
<td>405</td>
<td>765</td>
<td>765</td>
</tr>
<tr>
<td>203-0000-5022500</td>
<td>Preservation / Unemployment Compensation</td>
<td>13</td>
<td>0</td>
<td>0</td>
<td>16</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>203-0000-5023301</td>
<td>Preservation/Temporary Employee</td>
<td>7,091</td>
<td>36,000</td>
<td>36,000</td>
<td>0</td>
<td>36,000</td>
<td>0</td>
</tr>
<tr>
<td>203-0000-5025800</td>
<td>Preservation / Program Expenses</td>
<td>11,036</td>
<td>370,000</td>
<td>370,000</td>
<td>147,292</td>
<td>325,054</td>
<td>659,000</td>
</tr>
<tr>
<td>203-0000-5025801</td>
<td>Dory Hill Cemetery</td>
<td>0</td>
<td>10,000</td>
<td>10,000</td>
<td>200</td>
<td>500</td>
<td>10,000</td>
</tr>
<tr>
<td>203-0000-5025802</td>
<td>Program Expenses / Horne Street Stairs</td>
<td>17,974</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5,000</td>
<td>0</td>
</tr>
<tr>
<td>203-0000-5025821</td>
<td>Program Expenses / Street Lights</td>
<td>8,377</td>
<td>156,000</td>
<td>156,000</td>
<td>1,294</td>
<td>2,000</td>
<td>120,000</td>
</tr>
<tr>
<td>203-0000-5025824</td>
<td>Program Expenses / Rock Walls</td>
<td>42,541</td>
<td>850,000</td>
<td>850,000</td>
<td>9,787</td>
<td>20,000</td>
<td>150,000</td>
</tr>
<tr>
<td>203-0000-5025835</td>
<td>Program Expenses / Capital/Grant Projects</td>
<td>386,838</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>203-0000-5025836</td>
<td>Program Expenses / Kiosk Historic Presentat</td>
<td>9,061</td>
<td>12,500</td>
<td>12,500</td>
<td>5,413</td>
<td>12,500</td>
<td>13,500</td>
</tr>
<tr>
<td>203-0000-5025838</td>
<td>Program Expenses / Underground Utilities</td>
<td>0</td>
<td>700,000</td>
<td>700,000</td>
<td>11,400</td>
<td>350,000</td>
<td>700,000</td>
</tr>
<tr>
<td>203-0000-5025840</td>
<td>Program Expenses / Police Building</td>
<td>431,402</td>
<td>100,000</td>
<td>100,000</td>
<td>2,893</td>
<td>6,000</td>
<td>150,000</td>
</tr>
<tr>
<td>203-0000-5025841</td>
<td>Program Expenses / City Hall Annex</td>
<td>3,003</td>
<td>0</td>
<td>0</td>
<td>1,476</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>203-0000-5025842</td>
<td>Program Expenses / City Hall Building</td>
<td>3,384</td>
<td>30,000</td>
<td>30,000</td>
<td>1,686</td>
<td>5,000</td>
<td>30,000</td>
</tr>
<tr>
<td>203-0000-5025843</td>
<td>Program Expenses / Mountain City</td>
<td>72,449</td>
<td>22,000</td>
<td>22,000</td>
<td>490</td>
<td>25,000</td>
<td>33,000</td>
</tr>
<tr>
<td>203-0000-5025845</td>
<td>Program Expenses / Chase Street</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>203-0000-5025846</td>
<td>Program Expenses / 221 Gregory-Lucky Star</td>
<td>3,721</td>
<td>2,000</td>
<td>2,000</td>
<td>499</td>
<td>2,000</td>
<td>3,000</td>
</tr>
<tr>
<td>203-0000-5025851</td>
<td>Program Expenses / Crooks Palace Rehab</td>
<td>1,760</td>
<td>0</td>
<td>0</td>
<td>1,196</td>
<td>1,200</td>
<td>0</td>
</tr>
<tr>
<td>203-0000-5025859</td>
<td>Program Expenses / Blm Acquisition</td>
<td>16,468</td>
<td>250,000</td>
<td>250,000</td>
<td>0</td>
<td>0</td>
<td>250,000</td>
</tr>
<tr>
<td>203-0000-5025861</td>
<td>Program Expenses / Refundable Tax Sb232 Gmt</td>
<td>738,093</td>
<td>582,525</td>
<td>582,525</td>
<td>5,901</td>
<td>977,850</td>
<td>818,775</td>
</tr>
<tr>
<td>203-0000-5025867</td>
<td>Program Expenses / Committee Mkg/Training</td>
<td>1,876</td>
<td>23,000</td>
<td>23,000</td>
<td>2,096</td>
<td>23,000</td>
<td>10,200</td>
</tr>
<tr>
<td>203-0000-5026867</td>
<td>Program Expenses / Preservation Easement</td>
<td>739,488</td>
<td>1,457,000</td>
<td>1,457,000</td>
<td>197,459</td>
<td>1,561,872</td>
<td>1,150,000</td>
</tr>
<tr>
<td>203-0000-5027102</td>
<td>Land / Land Purchase</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5,000</td>
<td>1,660,000</td>
<td>200,000</td>
</tr>
<tr>
<td>203-0000-5029501</td>
<td>Transfers / General Fund</td>
<td>0</td>
<td>2,600,000</td>
<td>2,600,000</td>
<td>0</td>
<td>2,600,000</td>
<td>107,437</td>
</tr>
</tbody>
</table>

**TOTAL PRESERVATION & RESTORATION**

|                      |                              | 2,495,769 | 7,201,025 | 7,201,025 | 399,795 | 7,628,791 | 4,420,727 |

12/3/2015 1:06 PM
61 of 813
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING FUND BALANCE</td>
<td>59,369</td>
<td>56,808</td>
<td>56,808</td>
<td>56,808</td>
<td>56,808</td>
<td>56,808</td>
</tr>
<tr>
<td>REVENUES</td>
<td>648,089</td>
<td>654,950</td>
<td>654,950</td>
<td>264,360</td>
<td>628,360</td>
<td>627,400</td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td>650,650</td>
<td>654,500</td>
<td>654,500</td>
<td>327,250</td>
<td>628,360</td>
<td>683,500</td>
</tr>
<tr>
<td>NET INCREASE (DECREASE)</td>
<td>(2,561)</td>
<td>450</td>
<td>450</td>
<td>(62,890)</td>
<td>0</td>
<td>(56,100)</td>
</tr>
<tr>
<td>ENDING FUND BALANCE</td>
<td>56,808</td>
<td>57,258</td>
<td>57,258</td>
<td>(6,082)</td>
<td>56,808</td>
<td>708</td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK
### 2016 BUDGET
#### TRANSPORTATION DEVICE FEE FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>204-0000-3180100</td>
<td>Other Taxes / Device Fees</td>
<td>647,817</td>
<td>654,500</td>
<td>654,500</td>
<td>264,360</td>
<td>628,360</td>
<td>360,800</td>
</tr>
<tr>
<td>204-0000-3610100</td>
<td>Revenue / Int Income On Investments</td>
<td>272</td>
<td>450</td>
<td>450</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>204-0000-3610800</td>
<td>Revenue / Central City</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>266,600</td>
</tr>
<tr>
<td><strong>TOTAL TRANSPORTATION DEVICE FEE</strong></td>
<td></td>
<td>648,089</td>
<td>654,950</td>
<td>654,950</td>
<td>264,360</td>
<td>628,360</td>
<td>527,400</td>
</tr>
</tbody>
</table>
### CITY OF BLACK HAWK
#### 2016 BUDGET
TRANSPORTATION DEVICE FEE TRUST FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>204-4801-4313319</td>
<td>Other Consultants</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>25,000</td>
</tr>
<tr>
<td>204-4801-4313320</td>
<td>Gas &amp; Electric</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>25,000</td>
</tr>
<tr>
<td>204-4801-4313321</td>
<td>Bus Parts</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>45,000</td>
</tr>
<tr>
<td>204-4801-4313322</td>
<td>Fuel &amp; Oil</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>40,000</td>
</tr>
<tr>
<td>204-4801-4313323</td>
<td>Publications-Marketing</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>8,000</td>
</tr>
<tr>
<td>204-4801-4313324</td>
<td>Memberships</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5,000</td>
</tr>
<tr>
<td>204-4801-4313325</td>
<td>Contracted Bus Service</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>327,000</td>
</tr>
<tr>
<td>204-4801-4313326</td>
<td>Fleet Labor</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>120,000</td>
</tr>
<tr>
<td>204-4801-4313327</td>
<td>City Overhead</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>21,000</td>
</tr>
<tr>
<td>204-4801-4313327</td>
<td>Capital Replacement</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>37,500</td>
</tr>
<tr>
<td>204-9500-4919502</td>
<td>Bus Stop Maintenance-Black Hawk Only</td>
<td>650,650</td>
<td>654,500</td>
<td>654,500</td>
<td>327,250</td>
<td>628,360</td>
<td>30,000</td>
</tr>
<tr>
<td><strong>TOTAL TRANSPORTATION SERVICES</strong></td>
<td></td>
<td>650,650</td>
<td>654,500</td>
<td>654,500</td>
<td>327,250</td>
<td>628,360</td>
<td>683,500</td>
</tr>
</tbody>
</table>
CITY OF BLACK HAWK  
2016 BUDGET  
CAPITAL PROJECTS FUND SUMMARY

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING FUND BALANCE</td>
<td>253,483</td>
<td>9,671,041</td>
<td>9,671,041</td>
<td>9,671,041</td>
<td>9,671,041</td>
<td>16,184,997</td>
</tr>
<tr>
<td>REVENUES</td>
<td>13,147,162</td>
<td>9,345,500</td>
<td>9,345,500</td>
<td>4,709,789</td>
<td>9,374,000</td>
<td>2,000</td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td>3,729,604</td>
<td>9,490,000</td>
<td>9,490,000</td>
<td>345,087</td>
<td>2,860,044</td>
<td>12,839,272</td>
</tr>
<tr>
<td>NET INCREASE (DECREASE)</td>
<td>9,417,558</td>
<td>(144,500)</td>
<td>(144,500)</td>
<td>4,364,702</td>
<td>6,513,956</td>
<td>(12,837,272)</td>
</tr>
<tr>
<td>ENDING FUND BALANCE</td>
<td>9,671,041</td>
<td>9,526,541</td>
<td>9,526,541</td>
<td>14,035,743</td>
<td>16,184,997</td>
<td>3,347,725</td>
</tr>
<tr>
<td>RESTRICTED BOND FUNDS</td>
<td>(9,700,000)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNRESTRICTED FUND BALANCE</td>
<td>6,484,997</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Account Number</td>
<td>Account Description</td>
<td>2014 Year-End Actual</td>
<td>2015 Adopted Budget</td>
<td>2015 Amended Budget</td>
<td>June 30, 2015 Year To Date Actual</td>
<td>2015 Year-End Estimate</td>
</tr>
<tr>
<td>----------------</td>
<td>----------------------------------</td>
<td>----------------------</td>
<td>---------------------</td>
<td>---------------------</td>
<td>---------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>305-0000-3610100</td>
<td>Revenue / Int Income On Investments</td>
<td>12,231</td>
<td>500</td>
<td>500</td>
<td>15,789</td>
<td>30,000</td>
</tr>
<tr>
<td>305-0000-3610400</td>
<td>Revenue / Grants</td>
<td>400,431</td>
<td>45,000</td>
<td>45,000</td>
<td>44,000</td>
<td>44,000</td>
</tr>
<tr>
<td>305-0000-3610900</td>
<td>Revenue / Other</td>
<td>734,500</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>305-0000-3950100</td>
<td>Transfer In / General Fund</td>
<td>12,000,000</td>
<td>9,300,000</td>
<td>9,300,000</td>
<td>4,650,000</td>
<td>9,300,000</td>
</tr>
<tr>
<td><strong>TOTAL CAPITAL PROJECTS FUND</strong></td>
<td></td>
<td>13,147,162</td>
<td>9,345,500</td>
<td>9,345,500</td>
<td>4,709,789</td>
<td>9,374,000</td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK
### 2016 BUDGET
#### CAPITAL PROJECTS FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>305-1501-4157404</td>
<td>Document Management System</td>
<td>0</td>
<td>60,000</td>
<td>60,000</td>
<td>0</td>
<td>60,000</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317100</td>
<td>Residential Paint Program</td>
<td>31,923</td>
<td>0</td>
<td>0</td>
<td>20,296</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317102</td>
<td>Land / Purchase</td>
<td>2,238,006</td>
<td>0</td>
<td>0</td>
<td>500,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317505</td>
<td>Construction In Progress / Maintenance Facility</td>
<td>78,457</td>
<td>100,000</td>
<td>100,000</td>
<td>61,528</td>
<td>75,000</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317506</td>
<td>Police Parking Structure</td>
<td>42,273</td>
<td>0</td>
<td>0</td>
<td>2,731</td>
<td>100,000</td>
<td>1,200,000</td>
</tr>
<tr>
<td>305-3101-4317512</td>
<td>Gregory St. Commercial Building</td>
<td>0</td>
<td>6,300,000</td>
<td>6,300,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317513</td>
<td>Gregory St. Parking Structure</td>
<td>0</td>
<td>2,805,000</td>
<td>2,805,000</td>
<td>9,987</td>
<td>140,000</td>
<td>2,000,000</td>
</tr>
<tr>
<td>305-3101-4317514</td>
<td>Construction In Progress/Gregory St Redevelopment</td>
<td>448,244</td>
<td>0</td>
<td>0</td>
<td>172,537</td>
<td>1,689,215</td>
<td>7,300,000</td>
</tr>
<tr>
<td>305-3101-4317515</td>
<td>Maryland Mountain Improvements</td>
<td>25,579</td>
<td>0</td>
<td>0</td>
<td>2,179</td>
<td>100,000</td>
<td>1,700,000</td>
</tr>
<tr>
<td>305-3101-4317518</td>
<td>Construction In Progress / Signalization Improvements</td>
<td>18,440</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317542</td>
<td>Radio Tower Grant Match</td>
<td>229,815</td>
<td>0</td>
<td>0</td>
<td>204</td>
<td>204</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317546</td>
<td>Street Overlay Project</td>
<td>0</td>
<td>175,000</td>
<td>175,000</td>
<td>0</td>
<td>120,000</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317547</td>
<td>Bridge Maintenance</td>
<td>0</td>
<td>50,000</td>
<td>50,000</td>
<td>0</td>
<td>0</td>
<td>50,000</td>
</tr>
<tr>
<td>305-3101-4317548</td>
<td>Street Sweeper / Mini Excavator</td>
<td>216,100</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317549</td>
<td>Work-Horse / Public Works - Skidsteer</td>
<td>82,300</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317550</td>
<td>Equipment - Police &amp; Dispatch</td>
<td>27,848</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317552</td>
<td>Bus</td>
<td>240,617</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317557</td>
<td>Mini Wheel Loader</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>75,625</td>
<td>75,625</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317557</td>
<td>Chase Street</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317557</td>
<td>Aerial Apparatus</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317557</td>
<td>Vehicle Exhaust System</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>80,000</td>
<td>80,000</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317557</td>
<td>SCBA Replacement, Compressor &amp; Cascade</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317557</td>
<td>Firelite Skid Unit for UTV</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>10,000</td>
<td>10,000</td>
<td>0</td>
</tr>
<tr>
<td>305-3101-4317557</td>
<td>Outfit Engine 42</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>305-3101-4317557</td>
<td>Clear Creek St. Parking Improvements</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>305-3101-4317557</td>
<td>Body Cameras for Patrol Officers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>25,272</td>
<td>25,272</td>
</tr>
<tr>
<td>305-3101-4317557</td>
<td>New Patrol Vehicle</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>55,000</td>
<td>55,000</td>
</tr>
<tr>
<td>305-3101-4317557</td>
<td>Modify Old Patrol Vehicle for CSI</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4,000</td>
<td>4,000</td>
</tr>
</tbody>
</table>

**TOTAL CAPITAL PROJECTS**

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3,729,004</td>
<td>9,490,000</td>
<td>9,490,000</td>
<td>345,087</td>
<td>2,860,044</td>
<td>12,835,272</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
<td>----------------------</td>
<td>---------------------</td>
<td>---------------------</td>
<td>---------------------------</td>
<td>------------------------</td>
<td>--------------------------</td>
<td></td>
</tr>
<tr>
<td>BEGINNING FUND BALANCE</td>
<td>1,629,640</td>
<td>2,692,875</td>
<td>2,692,875</td>
<td>2,692,875</td>
<td>2,692,875</td>
<td>2,628,244</td>
<td></td>
</tr>
<tr>
<td>REVENUES</td>
<td>4,410,310</td>
<td>2,904,944</td>
<td>2,904,944</td>
<td>1,466,886</td>
<td>2,924,744</td>
<td>2,952,000</td>
<td></td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td>3,347,075</td>
<td>2,962,677</td>
<td>2,962,677</td>
<td>652,188</td>
<td>2,989,375</td>
<td>2,972,750</td>
<td></td>
</tr>
<tr>
<td>NET INCREASE (DECREASE)</td>
<td>1,063,235</td>
<td>(57,733)</td>
<td>(57,733)</td>
<td>814,699</td>
<td>(64,631)</td>
<td>(20,750)</td>
<td></td>
</tr>
<tr>
<td>ENDING FUND BALANCE</td>
<td>2,692,875</td>
<td>2,635,142</td>
<td>2,635,142</td>
<td>3,507,574</td>
<td>2,628,244</td>
<td>2,607,494</td>
<td></td>
</tr>
</tbody>
</table>
### CITY OF BLACK HAWK
#### 2016 BUDGET
#### DEBT SERVICE FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>401-0000-3610100</td>
<td>Revenue / Int Income On Investments</td>
<td>16,913</td>
<td>200</td>
<td>200</td>
<td>14,514</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>401-0000-3950100</td>
<td>Transfer In / General Fund</td>
<td>4,393,397</td>
<td>2,904,744</td>
<td>2,904,744</td>
<td>1,452,372</td>
<td>2,904,744</td>
<td>2,932,000</td>
</tr>
<tr>
<td><strong>TOTAL DEBT SERVICE FUND</strong></td>
<td></td>
<td>4,410,310</td>
<td>2,904,744</td>
<td>2,904,744</td>
<td>1,468,886</td>
<td>2,924,744</td>
<td>2,952,000</td>
</tr>
</tbody>
</table>
CITY OF BLACK HAWK  
2016 BUDGET  
DEBT SERVICE FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>401-0000-4718108</td>
<td>Bond Principal / 2004 Bond Principal</td>
<td>135,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>401-0000-4718109</td>
<td>Bond Principal / 2006A Bond Principal</td>
<td>885,000</td>
<td>935,000</td>
<td>935,000</td>
<td>0</td>
<td>935,000</td>
<td>980,000</td>
</tr>
<tr>
<td>401-0000-4718112</td>
<td>2013 Bond Principal</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>135,000</td>
</tr>
<tr>
<td>401-0000-4718113</td>
<td>2014A Bond Principal</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>150,000</td>
</tr>
<tr>
<td>401-0000-4718114</td>
<td>2014B Bond Principal</td>
<td>750,000</td>
<td>750,000</td>
<td>750,000</td>
<td>0</td>
<td>750,000</td>
<td>500,000</td>
</tr>
<tr>
<td>401-0000-4718208</td>
<td>Bond Interest / 2004 Bond Interest</td>
<td>6,210</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>401-0000-4718209</td>
<td>Bond Interest / 2006A Bond Interest</td>
<td>425,500</td>
<td>381,250</td>
<td>381,250</td>
<td>190,625</td>
<td>381,250</td>
<td>334,500</td>
</tr>
<tr>
<td>401-0000-4718212</td>
<td>2013 Bond Interest</td>
<td>397,308</td>
<td>417,000</td>
<td>417,000</td>
<td>208,500</td>
<td>417,000</td>
<td>417,000</td>
</tr>
<tr>
<td>401-0000-4718213</td>
<td>2014A Bond Interest</td>
<td>378,350</td>
<td>423,000</td>
<td>423,000</td>
<td>211,500</td>
<td>423,000</td>
<td>423,000</td>
</tr>
<tr>
<td>401-0000-4718214</td>
<td>2014B Bond Interest</td>
<td>118,661</td>
<td>56,427</td>
<td>56,427</td>
<td>41,563</td>
<td>83,125</td>
<td>33,250</td>
</tr>
<tr>
<td>401-0000-4718301</td>
<td>Other Bond Costs / Cost Of Issuance</td>
<td>250,745</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL DEBT SERVICE</strong></td>
<td></td>
<td><strong>3,347,075</strong></td>
<td><strong>2,962,677</strong></td>
<td><strong>2,962,677</strong></td>
<td><strong>652,188</strong></td>
<td><strong>2,989,375</strong></td>
<td><strong>2,972,750</strong></td>
</tr>
<tr>
<td>Year</td>
<td>Principal</td>
<td>Rate</td>
<td>Interest</td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-----------</td>
<td>------</td>
<td>----------</td>
<td>-------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td>$135,000</td>
<td>4.600%</td>
<td>$6,210</td>
<td>$141,210</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td>$885,000</td>
<td>5.000%</td>
<td>$425,500</td>
<td>$1,310,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>$935,000</td>
<td>5.000%</td>
<td>$381,250</td>
<td>$1,316,250</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td>$980,000</td>
<td>5.000%</td>
<td>$334,500</td>
<td>$1,314,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td>$1,035,000</td>
<td>5.000%</td>
<td>$285,500</td>
<td>$1,320,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td>$1,085,000</td>
<td>5.000%</td>
<td>$233,750</td>
<td>$1,318,750</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020</td>
<td>$1,140,000</td>
<td>5.000%</td>
<td>$179,500</td>
<td>$1,319,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>$1,195,000</td>
<td>5.000%</td>
<td>$122,500</td>
<td>$1,317,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2022</td>
<td>$1,255,000</td>
<td>5.000%</td>
<td>$62,750</td>
<td>$1,317,750</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2023</td>
<td>$505,000</td>
<td>4.170%</td>
<td>$318,171</td>
<td>$823,171</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2024</td>
<td>$7,125,000</td>
<td>4.170%</td>
<td>$1,903,397</td>
<td>$9,028,397</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2025</td>
<td>$7,125,000</td>
<td>4.170%</td>
<td>$1,903,397</td>
<td>$9,028,397</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2026</td>
<td>$7,125,000</td>
<td>4.170%</td>
<td>$1,903,397</td>
<td>$9,028,397</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2027</td>
<td>$7,125,000</td>
<td>4.170%</td>
<td>$1,903,397</td>
<td>$9,028,397</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2028</td>
<td>$7,125,000</td>
<td>4.170%</td>
<td>$1,903,397</td>
<td>$9,028,397</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2029</td>
<td>$7,125,000</td>
<td>4.170%</td>
<td>$1,903,397</td>
<td>$9,028,397</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2030</td>
<td>$7,125,000</td>
<td>4.170%</td>
<td>$1,903,397</td>
<td>$9,028,397</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Principal</th>
<th>Rate</th>
<th>Interest</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$135,000</td>
<td>4.600%</td>
<td>$6,210</td>
<td>$141,210</td>
</tr>
<tr>
<td>$885,000</td>
<td>5.000%</td>
<td>$425,500</td>
<td>$1,310,500</td>
</tr>
<tr>
<td>$935,000</td>
<td>5.000%</td>
<td>$381,250</td>
<td>$1,316,250</td>
</tr>
<tr>
<td>$980,000</td>
<td>5.000%</td>
<td>$334,500</td>
<td>$1,314,500</td>
</tr>
<tr>
<td>$1,035,000</td>
<td>5.000%</td>
<td>$285,500</td>
<td>$1,320,500</td>
</tr>
<tr>
<td>$1,085,000</td>
<td>5.000%</td>
<td>$233,750</td>
<td>$1,318,750</td>
</tr>
<tr>
<td>$1,140,000</td>
<td>5.000%</td>
<td>$179,500</td>
<td>$1,319,500</td>
</tr>
<tr>
<td>$1,195,000</td>
<td>5.000%</td>
<td>$122,500</td>
<td>$1,317,500</td>
</tr>
<tr>
<td>$1,255,000</td>
<td>5.000%</td>
<td>$62,750</td>
<td>$1,317,750</td>
</tr>
<tr>
<td>$505,000</td>
<td>4.170%</td>
<td>$318,171</td>
<td>$823,171</td>
</tr>
<tr>
<td>$7,125,000</td>
<td>4.170%</td>
<td>$1,903,397</td>
<td>$9,028,397</td>
</tr>
<tr>
<td>$7,125,000</td>
<td>4.170%</td>
<td>$1,903,397</td>
<td>$9,028,397</td>
</tr>
<tr>
<td>$7,125,000</td>
<td>4.170%</td>
<td>$1,903,397</td>
<td>$9,028,397</td>
</tr>
<tr>
<td>$7,125,000</td>
<td>4.170%</td>
<td>$1,903,397</td>
<td>$9,028,397</td>
</tr>
<tr>
<td>$7,125,000</td>
<td>4.170%</td>
<td>$1,903,397</td>
<td>$9,028,397</td>
</tr>
<tr>
<td>$7,125,000</td>
<td>4.170%</td>
<td>$1,903,397</td>
<td>$9,028,397</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL</th>
<th>Princi</th>
<th>Rate</th>
<th>Interest</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,096,329</td>
<td>6.650%</td>
<td>$118,961</td>
<td>$868,961</td>
<td></td>
</tr>
<tr>
<td>$2,989,375</td>
<td>6.650%</td>
<td>$150,000</td>
<td>$573,000</td>
<td></td>
</tr>
<tr>
<td>$2,972,750</td>
<td>6.650%</td>
<td>$500,000</td>
<td>$553,250</td>
<td></td>
</tr>
<tr>
<td>$2,968,526</td>
<td>6.650%</td>
<td>$410,000</td>
<td>$826,655</td>
<td></td>
</tr>
<tr>
<td>$2,962,335</td>
<td>6.650%</td>
<td>$420,000</td>
<td>$819,312</td>
<td></td>
</tr>
<tr>
<td>$2,961,838</td>
<td>6.650%</td>
<td>$445,000</td>
<td>$826,546</td>
<td></td>
</tr>
<tr>
<td>$2,963,009</td>
<td>6.650%</td>
<td>$420,000</td>
<td>$822,723</td>
<td></td>
</tr>
<tr>
<td>$2,964,410</td>
<td>6.650%</td>
<td>$460,000</td>
<td>$823,265</td>
<td></td>
</tr>
<tr>
<td>$1,646,132</td>
<td>6.650%</td>
<td>$500,000</td>
<td>$822,961</td>
<td></td>
</tr>
<tr>
<td>$18,099,679</td>
<td>6.650%</td>
<td>$500,000</td>
<td>$822,961</td>
<td></td>
</tr>
</tbody>
</table>

Refunding Bonds Refunding Bonds - Series A
('94-$1,500,000 Fire Station) ('97-$3,445,000 Bobtail St) ('98-$13,200,000 Hidden Valley)
### CITY OF BLACK HAWK
#### 2016 BUDGET
##### WATER FUND SUMMARY

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEGINNING WORKING CAPITAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>387,612</td>
<td>5,263,521</td>
<td>5,263,521</td>
<td>5,263,521</td>
<td>5,263,521</td>
<td>2,821,670</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>11,377,353</td>
<td>2,902,500</td>
<td>2,902,500</td>
<td>1,361,626</td>
<td>2,810,500</td>
<td>2,810,500</td>
</tr>
<tr>
<td><strong>ADMINISTRATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1,664,887</td>
<td>1,870,625</td>
<td>1,870,625</td>
<td>728,349</td>
<td>1,266,907</td>
<td>1,610,472</td>
</tr>
<tr>
<td><strong>OPERATIONS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4,836,557</td>
<td>3,062,582</td>
<td>3,062,582</td>
<td>2,789,695</td>
<td>3,985,444</td>
<td>2,596,246</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6,501,444</td>
<td>4,933,207</td>
<td>4,933,207</td>
<td>3,518,043</td>
<td>5,252,351</td>
<td>4,206,718</td>
</tr>
<tr>
<td><strong>NET INCREASE (DECREASE)</strong></td>
<td>4,875,909</td>
<td>(2,030,707)</td>
<td>(2,030,707)</td>
<td>(2,156,417)</td>
<td>(2,441,851)</td>
<td>(1,396,218)</td>
</tr>
<tr>
<td><strong>ENDING WORKING CAPITAL</strong></td>
<td>5,263,521</td>
<td>3,232,814</td>
<td>3,232,814</td>
<td>3,107,104</td>
<td>2,821,670</td>
<td>1,425,452</td>
</tr>
</tbody>
</table>
### CITY OF BLACK HAWK
#### 2016 BUDGET
##### WATER FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>501-0000-3430100</td>
<td>User Fees / Water Billed</td>
<td>2,792,123</td>
<td>2,900,000</td>
<td>2,900,000</td>
<td>1,355,835</td>
<td>2,800,000</td>
<td>2,800,000</td>
</tr>
<tr>
<td>501-0000-3430200</td>
<td>User Fees / Bulk Water Sales</td>
<td>480</td>
<td>500</td>
<td>500</td>
<td>240</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>501-0000-3610100</td>
<td>Revenue / Int Income On Investments</td>
<td>9,050</td>
<td>1,000</td>
<td>1,000</td>
<td>5,551</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>501-0000-3610300</td>
<td>Revenue / Interest/Penalties</td>
<td>700</td>
<td>1,000</td>
<td>1,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>501-0000-3660100</td>
<td>Gain/Loss / Sale Of Fixed Assets</td>
<td>75,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>501-0000-3950100</td>
<td>Transfer In / General Fund</td>
<td>8,500,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL WATER FUND</strong></td>
<td></td>
<td>11,377,353</td>
<td>2,902,500</td>
<td>2,902,500</td>
<td>1,361,626</td>
<td>2,810,500</td>
<td>2,810,500</td>
</tr>
</tbody>
</table>
## STAFFING PLAN

<table>
<thead>
<tr>
<th>Position</th>
<th>2014 Year-End Actual</th>
<th>2015 Amended Budget</th>
<th>2015 Year-End Estimate</th>
<th>2016 Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water System Coordinator</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Utility Operator I</td>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
<td>2.00</td>
</tr>
<tr>
<td>Utility Operator II</td>
<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
<td>3.00</td>
</tr>
<tr>
<td>Utility Operator III</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Utility Operator IV</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Water Superintendent</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>TOTAL STAFF</strong></td>
<td><strong>9.00</strong></td>
<td><strong>9.00</strong></td>
<td><strong>9.00</strong></td>
<td><strong>9.00</strong></td>
</tr>
</tbody>
</table>

## EXPENDITURES BY TYPE

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>811,586</td>
<td>814,207</td>
<td>811,151</td>
<td>824,218</td>
</tr>
<tr>
<td>Professional Services</td>
<td>1,241,455</td>
<td>1,255,000</td>
<td>755,000</td>
<td>1,005,000</td>
</tr>
<tr>
<td>General Services</td>
<td>411,395</td>
<td>909,500</td>
<td>613,400</td>
<td>943,000</td>
</tr>
<tr>
<td>Program Expenses</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Supplies</td>
<td>44,106</td>
<td>94,500</td>
<td>77,800</td>
<td>96,500</td>
</tr>
<tr>
<td>Capital Outlay</td>
<td>3,992,902</td>
<td>1,860,000</td>
<td>2,995,000</td>
<td>1,338,000</td>
</tr>
<tr>
<td>Debt Service</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Transfers</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>WATER FUND</strong></td>
<td>6,501,444</td>
<td>4,933,207</td>
<td>5,252,351</td>
<td>4,206,718</td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK
### 2016 BUDGET
#### WATER FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>501-3150-4601201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>117,781</td>
<td>117,562</td>
<td>117,562</td>
<td>56,055</td>
<td>115,000</td>
<td>119,623</td>
</tr>
<tr>
<td>501-3150-4602200</td>
<td>Water / Social Security</td>
<td>8,968</td>
<td>8,408</td>
<td>8,408</td>
<td>4,265</td>
<td>8,408</td>
<td>8,556</td>
</tr>
<tr>
<td>501-3150-4602301</td>
<td>Retirement / 401A</td>
<td>6,347</td>
<td>6,594</td>
<td>6,594</td>
<td>3,144</td>
<td>6,594</td>
<td>6,711</td>
</tr>
<tr>
<td>501-3150-4602500</td>
<td>Water / Unemployment Compensation</td>
<td>341</td>
<td>330</td>
<td>330</td>
<td>166</td>
<td>166</td>
<td>336</td>
</tr>
<tr>
<td>501-3150-4602600</td>
<td>Water / Workers Compensation</td>
<td>1,080</td>
<td>1,253</td>
<td>1,253</td>
<td>1,161</td>
<td>1,161</td>
<td>1,275</td>
</tr>
<tr>
<td>501-3150-4603304</td>
<td>Professional Services / Software/Hardware Support</td>
<td>19,362</td>
<td>50,000</td>
<td>50,000</td>
<td>69,845</td>
<td>75,000</td>
<td>50,000</td>
</tr>
<tr>
<td>501-3150-4603308</td>
<td>Professional Services / Engineering</td>
<td>(1,230)</td>
<td>20,000</td>
<td>20,000</td>
<td>(176)</td>
<td>10,000</td>
<td>20,000</td>
</tr>
<tr>
<td>501-3150-4603311</td>
<td>Professional Services / Water Rights/Legal</td>
<td>522,694</td>
<td>475,000</td>
<td>475,000</td>
<td>160,985</td>
<td>300,000</td>
<td>400,000</td>
</tr>
<tr>
<td>501-3150-4604102</td>
<td>Utilities / Sewer</td>
<td>240</td>
<td>10,000</td>
<td>10,000</td>
<td>192</td>
<td>9,000</td>
<td>10,000</td>
</tr>
<tr>
<td>501-3150-4604103</td>
<td>Utilities / Wtr Leases Coors/Consolid</td>
<td>24,509</td>
<td>65,000</td>
<td>65,000</td>
<td>27,268</td>
<td>35,000</td>
<td>35,000</td>
</tr>
<tr>
<td>501-3150-4604104</td>
<td>Utilities / Monitoring/Usgs</td>
<td>21,433</td>
<td>30,000</td>
<td>30,000</td>
<td>0</td>
<td>30,000</td>
<td>37,000</td>
</tr>
<tr>
<td>501-3150-4604506</td>
<td>Repairs &amp; Maintenance / Equipment Maintenance</td>
<td>10,374</td>
<td>40,000</td>
<td>40,000</td>
<td>11,332</td>
<td>25,000</td>
<td>40,000</td>
</tr>
<tr>
<td>501-3150-4604515</td>
<td>Repairs &amp; Maintenance / Security System Maint</td>
<td>2,999</td>
<td>40,000</td>
<td>40,000</td>
<td>1,666</td>
<td>25,000</td>
<td>50,000</td>
</tr>
<tr>
<td>501-3150-4605000</td>
<td>Other Purchased Services / Travel &amp; Training</td>
<td>4,049</td>
<td>10,000</td>
<td>10,000</td>
<td>1,124</td>
<td>7,000</td>
<td>7,000</td>
</tr>
<tr>
<td>501-3150-4605001</td>
<td>Dues, &amp; Membership / Memberships</td>
<td>7,948</td>
<td>10,000</td>
<td>10,000</td>
<td>4,479</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>501-3150-4606101</td>
<td>General Supplies / Office</td>
<td>4,604</td>
<td>7,000</td>
<td>7,000</td>
<td>1,124</td>
<td>7,000</td>
<td>7,000</td>
</tr>
<tr>
<td>501-3150-4606107</td>
<td>General Supplies / Books</td>
<td>151</td>
<td>500</td>
<td>500</td>
<td>0</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>501-3150-4606110</td>
<td>General Supplies / Small Equipment</td>
<td>0</td>
<td>2,500</td>
<td>2,500</td>
<td>0</td>
<td>2,500</td>
<td>2,500</td>
</tr>
<tr>
<td>501-3150-4607401</td>
<td>System Improvements / Machinery &amp; Equipment</td>
<td>0</td>
<td>6,000</td>
<td>6,000</td>
<td>0</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td>501-3150-4607404</td>
<td>System Improvements / Furniture And Fixtures</td>
<td>0</td>
<td>2,000</td>
<td>2,000</td>
<td>0</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>501-3150-4607404</td>
<td>System Improvements / Computers And Software</td>
<td>4,049</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
</tr>
</tbody>
</table>

**TOTAL WATER - ADMINISTRATION**

- Original Total: 1,864,287
- Revised Total: 1,870,625
- Estimated Total: 1,870,625
- Actual Total: 28,349
- Adjusted Total: 1,266,907
- Recommended Total: 1,810,472
## CITY OF BLACK HAWK
### 2016 BUDGET
#### WATER FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>501-3151-4601201</td>
<td>Regular Salaries/Wages / Full-Time</td>
<td>487,348</td>
<td>474,538</td>
<td>474,538</td>
<td>225,092</td>
<td>474,000</td>
<td>489,517</td>
</tr>
<tr>
<td>501-3151-4601204</td>
<td>Regular Salaries/Wages / Taxable Fringe Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>300</td>
<td>300</td>
<td>0</td>
</tr>
<tr>
<td>501-3151-4601400</td>
<td>Water / Overtime</td>
<td>9,769</td>
<td>15,000</td>
<td>15,000</td>
<td>5,723</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>501-3151-4602200</td>
<td>Water / Social Security</td>
<td>37,614</td>
<td>34,573</td>
<td>34,573</td>
<td>17,482</td>
<td>34,573</td>
<td>35,021</td>
</tr>
<tr>
<td>501-3151-4602301</td>
<td>Retirement / 401A</td>
<td>25,912</td>
<td>27,116</td>
<td>27,116</td>
<td>12,500</td>
<td>27,116</td>
<td>27,468</td>
</tr>
<tr>
<td>501-3151-4602500</td>
<td>Water / Unemployment Compensation</td>
<td>1,464</td>
<td>1,356</td>
<td>1,356</td>
<td>684</td>
<td>1,356</td>
<td>1,373</td>
</tr>
<tr>
<td>501-3151-4602600</td>
<td>Water / Workers Compensation</td>
<td>8,671</td>
<td>12,519</td>
<td>12,519</td>
<td>11,599</td>
<td>12,519</td>
<td>10,209</td>
</tr>
<tr>
<td>501-3151-4604501</td>
<td>Repairs &amp; Maintenance / Spring Line</td>
<td>0</td>
<td>5,000</td>
<td>5,000</td>
<td>884</td>
<td>1,000</td>
<td>5,000</td>
</tr>
<tr>
<td>501-3151-4604502</td>
<td>Repairs &amp; Maintenance / Pump Station</td>
<td>14,630</td>
<td>50,000</td>
<td>50,000</td>
<td>3,405</td>
<td>6,000</td>
<td>65,000</td>
</tr>
<tr>
<td>501-3151-4604503</td>
<td>Repairs &amp; Maintenance / Tools</td>
<td>1,857</td>
<td>12,000</td>
<td>12,000</td>
<td>778</td>
<td>1,600</td>
<td>12,000</td>
</tr>
<tr>
<td>501-3151-4604504</td>
<td>Repairs &amp; Maintenance / Plant</td>
<td>70,353</td>
<td>200,000</td>
<td>200,000</td>
<td>81,060</td>
<td>175,000</td>
<td>200,000</td>
</tr>
<tr>
<td>501-3151-4604505</td>
<td>Repairs &amp; Maintenance / Distribution</td>
<td>58,337</td>
<td>150,000</td>
<td>150,000</td>
<td>21,086</td>
<td>50,000</td>
<td>150,000</td>
</tr>
<tr>
<td>501-3151-4604506</td>
<td>Repairs &amp; Maintenance/ HV Pipeline</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>25,000</td>
</tr>
<tr>
<td>501-3151-4604701</td>
<td>Vehicle Operation &amp; Maint / Vehicle Maintenance</td>
<td>5,298</td>
<td>8,000</td>
<td>8,000</td>
<td>4,872</td>
<td>3,000</td>
<td>8,000</td>
</tr>
<tr>
<td>501-3151-4604703</td>
<td>Vehicle Operation &amp; Maint / Gas And Oil</td>
<td>10,857</td>
<td>15,000</td>
<td>15,000</td>
<td>3,438</td>
<td>12,000</td>
<td>15,000</td>
</tr>
<tr>
<td>501-3151-4604705</td>
<td>Vehicle Operation &amp; Maint / Small Equip Rental</td>
<td>0</td>
<td>1,500</td>
<td>1,500</td>
<td>0</td>
<td>1,500</td>
<td>2,500</td>
</tr>
<tr>
<td>501-3151-4604800</td>
<td>Water / Green Lake Operations</td>
<td>(6,940)</td>
<td>15,000</td>
<td>15,000</td>
<td>(6,047)</td>
<td>15,000</td>
<td>20,000</td>
</tr>
<tr>
<td>501-3151-4604900</td>
<td>Water / Georgetown Lake Operation</td>
<td>0</td>
<td>15,000</td>
<td>15,000</td>
<td>2,248</td>
<td>12,000</td>
<td>15,000</td>
</tr>
<tr>
<td>501-3151-4606206</td>
<td>Operating Supplies / Uniforms</td>
<td>4,045</td>
<td>6,500</td>
<td>6,500</td>
<td>1,652</td>
<td>5,000</td>
<td>6,500</td>
</tr>
<tr>
<td>501-3151-4606239</td>
<td>Operating Supplies / Chemicals</td>
<td>31,258</td>
<td>50,000</td>
<td>50,000</td>
<td>16,383</td>
<td>34,000</td>
<td>50,000</td>
</tr>
<tr>
<td>501-3151-4606246</td>
<td>Operating Supplies / Sludge Disposal</td>
<td>0</td>
<td>10,000</td>
<td>10,000</td>
<td>0</td>
<td>10,000</td>
<td>12,000</td>
</tr>
<tr>
<td>501-3151-4607102</td>
<td>Land / Purchase/Property Tax</td>
<td>0</td>
<td>50,000</td>
<td>50,000</td>
<td>52,164</td>
<td>60,000</td>
<td>55,000</td>
</tr>
<tr>
<td>501-3151-4607402</td>
<td>System Improvements / Vehicles</td>
<td>3,412</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>501-3151-4607411</td>
<td>System Improvements / Water Tank</td>
<td>5,625</td>
<td>80,000</td>
<td>80,000</td>
<td>0</td>
<td>80,000</td>
<td>50,000</td>
</tr>
<tr>
<td>501-3151-4607413</td>
<td>System Improvements / Dory Hill Plant</td>
<td>7,416</td>
<td>50,000</td>
<td>50,000</td>
<td>0</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>501-3151-4607415</td>
<td>System Improvements / Georgetown Outlet</td>
<td>508,891</td>
<td>250,000</td>
<td>250,000</td>
<td>163,778</td>
<td>50,000</td>
<td>15,000</td>
</tr>
<tr>
<td>501-3151-4607418</td>
<td>System Improvements / EIS &amp; EA</td>
<td>162,992</td>
<td>200,000</td>
<td>200,000</td>
<td>224,194</td>
<td>260,000</td>
<td>200,000</td>
</tr>
<tr>
<td>501-3151-4607422</td>
<td>System Improvements / Water Capital Projects</td>
<td>39,013</td>
<td>1,050,000</td>
<td>1,050,000</td>
<td>496,633</td>
<td>600,000</td>
<td>713,000</td>
</tr>
<tr>
<td>501-3151-4607427</td>
<td>System Improvements / System Expansion</td>
<td>3,216,261</td>
<td>0</td>
<td>0</td>
<td>1,362,964</td>
<td>1,800,000</td>
<td>0</td>
</tr>
<tr>
<td>501-3151-4607428</td>
<td>Green Lake Seepage Flume</td>
<td>49,293</td>
<td>180,000</td>
<td>180,000</td>
<td>44,483</td>
<td>140,000</td>
<td>200,000</td>
</tr>
</tbody>
</table>

| TOTAL WATER - OPERATIONS | 4,836,557 | 3,062,582 | 3,062,582 | 2,789,695 | 3,985,444 | 2,596,246 |
### CITY OF BLACK HAWK
### 2016 BUDGET
### DORY HILL CEMETERY FUND SUMMARY

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING FUND BALANCE</td>
<td>112,159</td>
<td>102,797</td>
<td>102,797</td>
<td>102,797</td>
<td>102,797</td>
<td>0</td>
</tr>
<tr>
<td>REVENUES</td>
<td>278</td>
<td>0</td>
<td>0</td>
<td>241</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td>9,640</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>102,797</td>
<td>0</td>
</tr>
<tr>
<td>NET INCREASE (DECREASE)</td>
<td>(9,362)</td>
<td>0</td>
<td>0</td>
<td>241</td>
<td>(102,797)</td>
<td>0</td>
</tr>
<tr>
<td>ENDING FUND BALANCE</td>
<td>102,797</td>
<td>102,797</td>
<td>102,797</td>
<td>103,038</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK
### 2016 BUDGET
#### CEMETERY FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>702-0000-3610100</td>
<td>Revenue / Int Income On Investments</td>
<td>278</td>
<td>0</td>
<td>0</td>
<td>91</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>702-0000-3611000</td>
<td>Revenue / Sale Of Plots</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>150</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL CEMETERY FUND</strong></td>
<td></td>
<td><strong>278</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>241</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK
### 2016 BUDGET
#### CEMETERY FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>702-0000-4919508</td>
<td>Transfer to Preservation / Restoration Fund</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>102,797</td>
<td>0</td>
</tr>
<tr>
<td>702-0000-5037400</td>
<td>Cemetery / Plot Maintenance</td>
<td>9,640</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL DORY HILL CEMETERY</td>
<td></td>
<td>9,640</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>102,797</td>
<td>0</td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK
### 2016 BUDGET
#### CONSERVATION TRUST FUND SUMMARY

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEGINNING FUND BALANCE</strong></td>
<td>23,200</td>
<td>24,400</td>
<td>24,400</td>
<td>24,400</td>
<td>24,400</td>
<td>25,660</td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td>1,200</td>
<td>1,250</td>
<td>1,250</td>
<td>638</td>
<td>1,260</td>
<td>1,260</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>NET INCREASE (DECREASE)</strong></td>
<td>1,200</td>
<td>1,250</td>
<td>1,250</td>
<td>638</td>
<td>1,260</td>
<td><em>(25,540)</em></td>
</tr>
<tr>
<td><strong>ENDING FUND BALANCE</strong></td>
<td>24,400</td>
<td>25,650</td>
<td>25,650</td>
<td>25,038</td>
<td>25,660</td>
<td>120</td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK
### 2016 BUDGET
#### CONSERVATION TRUST FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>703-0000-3350700</td>
<td>State Shared Revenues / Lottery Proceeds</td>
<td>1,141</td>
<td>1,200</td>
<td>1,200</td>
<td>606</td>
<td>1,200</td>
<td>1,200</td>
</tr>
<tr>
<td>703-0000-38100100</td>
<td>Revenue / Int Income On Investments</td>
<td>59</td>
<td>50</td>
<td>50</td>
<td>32</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td><strong>TOTAL CONSERVATION TRUST FUND</strong></td>
<td></td>
<td><strong>1,200</strong></td>
<td><strong>1,250</strong></td>
<td><strong>1,250</strong></td>
<td><strong>638</strong></td>
<td><strong>1,260</strong></td>
<td><strong>1,260</strong></td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK
### 2016 BUDGET
#### CONSERVATION TRUST FUND

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2014 Year-End Actual</th>
<th>2015 Adopted Budget</th>
<th>2015 Amended Budget</th>
<th>June 30, 2015 Year To Date Actual</th>
<th>2015 Year-End Estimate</th>
<th>2016 City Manager Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>703-0000-4500100</td>
<td>Park Improvements</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>26,800</td>
</tr>
<tr>
<td><strong>TOTAL CONSERVATION TRUST</strong></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>26,800</td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK FEE SCHEDULE

<table>
<thead>
<tr>
<th>Category</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business/Sales Tax License</strong></td>
<td></td>
</tr>
<tr>
<td>Business License</td>
<td>$50.00</td>
</tr>
<tr>
<td><strong>Escort Services License</strong></td>
<td></td>
</tr>
<tr>
<td>Application Fee</td>
<td>$300.00</td>
</tr>
<tr>
<td>Application Investigation Fee (Police Department)</td>
<td>$250.00</td>
</tr>
<tr>
<td>Renewal Fee</td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>Gaming License</strong></td>
<td></td>
</tr>
<tr>
<td>Transportation Device Fee</td>
<td>$44.00 per device/per year</td>
</tr>
<tr>
<td>Ambulance Fee (Silver Dollar Metro District Devices Excluded)</td>
<td>$2.50 per device/per month</td>
</tr>
<tr>
<td>General Device Fee</td>
<td>$945.00 per device/per year</td>
</tr>
<tr>
<td><strong>Liquor License</strong></td>
<td></td>
</tr>
<tr>
<td>Application Fee - new license</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Retail Liquor Store</td>
<td>$22.50</td>
</tr>
<tr>
<td>Liquor-licensed Drugstore</td>
<td>$22.50</td>
</tr>
<tr>
<td>Beer and Wine</td>
<td>$48.75</td>
</tr>
<tr>
<td>Beer and Wine for a Resort</td>
<td>$75.00</td>
</tr>
<tr>
<td>Hotel and Restaurant</td>
<td>$75.00</td>
</tr>
<tr>
<td>Tavern</td>
<td>$75.00</td>
</tr>
<tr>
<td>Optional Premises</td>
<td>$75.00</td>
</tr>
<tr>
<td>Club</td>
<td>$41.25</td>
</tr>
<tr>
<td>Retail Gaming Tavern</td>
<td>$75.00</td>
</tr>
<tr>
<td>Brew Pub</td>
<td>$75.00</td>
</tr>
<tr>
<td>Arts</td>
<td>$41.25</td>
</tr>
<tr>
<td>Racetrack</td>
<td>$75.00</td>
</tr>
<tr>
<td>Bed &amp; Breakfast</td>
<td>$25.00</td>
</tr>
<tr>
<td>3.2 Beer</td>
<td>$3.75</td>
</tr>
<tr>
<td>Annual Renewal Application Fee</td>
<td>$100.00</td>
</tr>
<tr>
<td>Late Renewal</td>
<td>$500.00</td>
</tr>
<tr>
<td>Special Event Liquor Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Fingerprint Analysis and Background Check</td>
<td>$100.00 each analysis</td>
</tr>
<tr>
<td>Corp/LLC Change (per person)</td>
<td>$100.00</td>
</tr>
<tr>
<td>Temporary Permit (same time as Transfer of Ownership)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Temporary Permit (if not as same time as Transfer of Ownership)</td>
<td>$100.00</td>
</tr>
<tr>
<td>Change of Location</td>
<td>$750.00</td>
</tr>
<tr>
<td><strong>Lodging License</strong></td>
<td></td>
</tr>
<tr>
<td>Lodging License</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Retail Marijuana License</strong></td>
<td></td>
</tr>
<tr>
<td>Operating Fee</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Renewal Fee</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Late renewal</td>
<td>$500.00</td>
</tr>
<tr>
<td>Transaction Fee</td>
<td>$2.00</td>
</tr>
<tr>
<td>Change in Corporate Officers, Directors, or Manager</td>
<td>$100.00</td>
</tr>
<tr>
<td>Fingerprint Analysis and Background Check</td>
<td>$100.00 each analysis</td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK FEE SCHEDULE

<table>
<thead>
<tr>
<th>Business License</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pawnbrokers Business License</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>Renewal Fee</td>
<td>$5.00</td>
</tr>
<tr>
<td>Investigation and Processing Fee</td>
<td>$200.00</td>
</tr>
<tr>
<td>Sexually Oriented Business License</td>
<td></td>
</tr>
<tr>
<td>Application Fee</td>
<td>$750.00</td>
</tr>
<tr>
<td>Renewal Fee</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Manager's License</td>
<td>$200.00</td>
</tr>
<tr>
<td>Transfer of Ownership</td>
<td>$200.00</td>
</tr>
<tr>
<td>Miscellaneous Business Licenses/Permits</td>
<td></td>
</tr>
<tr>
<td>Mobile Auto Repair Permit and Annual Renewal</td>
<td>$25.00</td>
</tr>
<tr>
<td>Street Vendor Conditional Use Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Shuttle Owner/Operator Registration and Annual Renewal</td>
<td>$100.00</td>
</tr>
<tr>
<td>Solicitation</td>
<td></td>
</tr>
<tr>
<td>Permit Fee</td>
<td>$100.00</td>
</tr>
<tr>
<td>Renewal Fee</td>
<td>$50.00</td>
</tr>
<tr>
<td>Fingerprint Fee/Background Check</td>
<td>$16.50</td>
</tr>
<tr>
<td>Replacement Identification Badge</td>
<td>$25.00</td>
</tr>
<tr>
<td>Special Event Fees</td>
<td></td>
</tr>
<tr>
<td>First day</td>
<td>$50.00</td>
</tr>
<tr>
<td>Each additional day</td>
<td>$30.00</td>
</tr>
<tr>
<td>Bicycle Event Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td></td>
</tr>
<tr>
<td>Cable Television Franchise Fee</td>
<td></td>
</tr>
<tr>
<td>New Application</td>
<td>per contract</td>
</tr>
<tr>
<td>Transfer</td>
<td>per contract</td>
</tr>
<tr>
<td>Gas and Electric Franchise</td>
<td>3% of all received revenues</td>
</tr>
<tr>
<td>Transfer</td>
<td>per contract</td>
</tr>
<tr>
<td>Building Fees</td>
<td></td>
</tr>
<tr>
<td>Building Permit Fees Based on Total Valuation</td>
<td></td>
</tr>
<tr>
<td>$1.00 to $500</td>
<td>$23.50</td>
</tr>
<tr>
<td>$501 to $2,000</td>
<td>$23.50 for the 1st $500 plus $3.05 for each additional $100, or fraction thereof, to and including $2,000</td>
</tr>
<tr>
<td>$2,001 to $25,000</td>
<td>$69.25 for the 1st $2,000 plus $14.00 for each additional $1,000, or fraction thereof, to and including $25,000</td>
</tr>
<tr>
<td>$25,001 to $50,000</td>
<td>$391.25 for the 1st $25,000 plus $10.10 for each additional $1,000, or fraction thereof, to and including $50,000</td>
</tr>
<tr>
<td>$50,001 to $100,000</td>
<td>$643.75 for the 1st $50,000 plus $7.00 for each additional $1,000, or fraction thereof, to and including $100,000</td>
</tr>
<tr>
<td>$100,001 to $500,000</td>
<td>$993.75 for the 1st $100,000 plus $5.60 for each additional $1,000, or fraction thereof, to and including $500,000</td>
</tr>
<tr>
<td>$500,001 to $1,000,000</td>
<td>$3,233.75 for the 1st $500,000 plus $4.75 for each additional $1,000, or fraction thereof, to and including $1,000,000</td>
</tr>
<tr>
<td>$1,000,001 and up</td>
<td>$5,608.75 for the 1st $1,000,000 plus $3.65 for each additional $1,000, or fraction thereof</td>
</tr>
<tr>
<td>Building Plan Review</td>
<td>65% of the Building Permit fee calculated above</td>
</tr>
<tr>
<td>Inspection Record Card Replacement</td>
<td>$50.00 per card + 15% City Administration Fee</td>
</tr>
<tr>
<td>Additional Plan Review of previous approved/reviewed or required by changes, additions, or revisions to plans</td>
<td>$100.00 per hour + 15% City Administration Fee</td>
</tr>
<tr>
<td>Deferred Submittals</td>
<td>$300.00 additional plan review fee plus $100/hour for each occurrence thereafter + 15% City Administration Fee</td>
</tr>
<tr>
<td>Structural Engineering Review Fee</td>
<td>$150 per hour with a minimum of 1 hour + 15% City Administration Fee</td>
</tr>
<tr>
<td>Re-Inspection Fee</td>
<td>$100.00 per hour + 15% City Administration Fee</td>
</tr>
<tr>
<td>Miscellaneous Services</td>
<td>$100.00 hour + 15% City Administration Fee - Includes all services not listed</td>
</tr>
<tr>
<td>Special Investigation Fee - staring work without a permit.</td>
<td>$250.00 1st Occurrence + 15% City Administration Fee</td>
</tr>
<tr>
<td>$500.00 2nd Occurrence + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>$1000.00 3rd Occurrence + Each Additional + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Excavation Permit (commercial and residential alteration or addition)</td>
<td>$7.00 per cubic yard</td>
</tr>
<tr>
<td>Administration Fee: a CoBH 15% Administration Fee will be added to each invoice or billable amount</td>
<td></td>
</tr>
</tbody>
</table>
**CITY OF BLACK HAWK FEE SCHEDULE**

**Electrical Fees** - Permit Fees Based on the Current State Electrical Fee Schedule +15%, and an Electrical Plan Review Fee of 65% of the Permit Fee.

<table>
<thead>
<tr>
<th>LIVING AREA:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) not more than 1,000 sq. ft.</td>
<td>$57.50 ($50+15%)</td>
</tr>
<tr>
<td>(2) 1,001 sq. ft. and not more than 1,500 sq. ft.</td>
<td>$86.25 ($75+15%)</td>
</tr>
<tr>
<td>(3) 1,501 sq. ft. and not more than 2,000 sq. ft.</td>
<td>$115.00 ($100+15%)</td>
</tr>
<tr>
<td>(4) Per 100 square feet in excess of 2,000 sq. ft.</td>
<td>$5.75 ($5.00+15%)</td>
</tr>
</tbody>
</table>

**Electrical Plan Review**

- 65% of the Electrical Permit fee calculated above

**ALL OTHER FEES:**

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) $0.00 to $2,000</td>
</tr>
<tr>
<td>(2) $2,001 and above</td>
</tr>
</tbody>
</table>

**Electrical Plan Review - after the 1st review**

- $100.00 hour + 15% City Administration Fee

**Inspection Record Card Replacement**

- $50.00 per card + 15% City Administration Fee

**Deferred Submittals**

- $300.00 additional plan review fee plus $100/hour for each occurrence thereafter + 15% City Administration Fee

**Re-Inspection Fee for New Residential Buildings/Residential Alternations or Additions/Commercial Alternations or Additions**

- *Contractor/Homeowner not ready
- *Contractor/Homeowner not on site
- *Contractor/Homeowner disregards correction items

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$57.50 per inspection</td>
</tr>
</tbody>
</table>

**Add Fee for Extra Inspections**

- $57.50 per inspection

**Add Fee for Temporary Heat Release**

- $57.50 per release

**Miscellaneous Services**

- $100.00 hour + 15% City Administration Fee - Includes all services not listed

**Special Investigation Fee - starting work without a permit**

- $250.00 1st Occurrence + 15% City Administration Fee
- $500.00 2nd Occurrence + 15% City Administration Fee
- $1000.00 3rd Occurrence + Each Additional + 15% City Administration Fee

**Inspections Outside of Normal Business Hours**

- $150.00 hour with a two (2) hour minimum + 15% City Administration Fee

**Administration Fee:** a CoBH 15% Administration Fee will be added to each invoice or billable amount
### CITY OF BLACK HAWK FEE SCHEDULE

#### INSPECTION SERVICES

<table>
<thead>
<tr>
<th>TYPE</th>
<th>PER UNIT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic Periodic</td>
<td>$150.00</td>
<td>Typically 1-1.5 hours. Includes initial inspection plus one follow-up on a TCO</td>
</tr>
<tr>
<td>Traction Periodic</td>
<td>$200.00</td>
<td>Typically 1.5-2 hours. Includes initial inspection plus one follow-up on a TCO</td>
</tr>
<tr>
<td>Temporary Certificate of Occupancy (TCO) 2nd Follow-up</td>
<td>$300.00</td>
<td>Follow-up on TCO as necessary</td>
</tr>
<tr>
<td>Hydraulic 5 Year</td>
<td>$200.00</td>
<td>Witnessed annual safety test</td>
</tr>
<tr>
<td>Traction 5 Year</td>
<td>$500.00</td>
<td>Witnessed safety test with weights</td>
</tr>
<tr>
<td>Escalator Annual</td>
<td>$650.00</td>
<td>Colorado - Category 5 test annual</td>
</tr>
<tr>
<td>Plan Review</td>
<td>$450.00</td>
<td>Includes initial review and 1 response. Plan will be reviewed for code compliance before work begins</td>
</tr>
<tr>
<td>Like Plan Review</td>
<td>80%</td>
<td>Elevators of the same nature in the same bank will be at 80% of the per unit cost</td>
</tr>
<tr>
<td>Lift Periodic(platform, chair, etc.)</td>
<td>$150.00 Per Hour</td>
<td>Plan will be reviewed for code compliance before work begins</td>
</tr>
<tr>
<td>Lift Periodic(platform, chair, etc.)</td>
<td>$150.00 Per Hour</td>
<td>All lifts other than those described above</td>
</tr>
<tr>
<td>Dumbwaiter Periodic</td>
<td>$150.00</td>
<td>Typically small units, only used for material</td>
</tr>
<tr>
<td>Hydraulic Acceptance</td>
<td>$500.00</td>
<td>Initial safety test performed with weights. New construction, modernization or turnover</td>
</tr>
<tr>
<td>Traction Acceptance</td>
<td>$500.00</td>
<td>Initial safety test performed with weights. New construction, modernization or turnover</td>
</tr>
<tr>
<td>Escalator Acceptance</td>
<td>$650.00</td>
<td>Initial safety test. All safety test items checked. New construction, modernization or turnover</td>
</tr>
<tr>
<td>Dumbwaiter/Lift Acceptance</td>
<td>$350.00</td>
<td>Initial safety test. All safety test items checked. New construction, modernization or turnover</td>
</tr>
<tr>
<td>Acceptance Re-inspect Fee</td>
<td>Same as initial fee</td>
<td>Same as initial fee with a two (2) hour minimum</td>
</tr>
<tr>
<td>Inspections Outside of Normal Business Hours</td>
<td>Same as initial fee</td>
<td>Same as initial fee with a two (2) hour minimum</td>
</tr>
</tbody>
</table>

#### CONSULTING SERVICES

<table>
<thead>
<tr>
<th>TYPE</th>
<th>PER UNIT</th>
<th>PER HOUR</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Evaluation &lt; 10 Tractions</td>
<td>$500/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report</td>
<td></td>
</tr>
<tr>
<td>Maintenance Evaluation &gt; 10 Tractions</td>
<td>$400/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report</td>
<td></td>
</tr>
<tr>
<td>Maintenance Evaluation &lt; 10 Hydraulic</td>
<td>$450/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report</td>
<td></td>
</tr>
<tr>
<td>Maintenance Evaluation &gt; 10 Hydraulic</td>
<td>$350/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report</td>
<td></td>
</tr>
<tr>
<td>OSHA 10 hour training - 10 person min</td>
<td>$1500/per unit</td>
<td>For those wishing to obtain their OSHA 10 hour card</td>
<td></td>
</tr>
<tr>
<td>OSHA 30 hour training - 10 person min</td>
<td>$990/per unit</td>
<td>For those wishing to obtain their OSHA 30 hour card</td>
<td></td>
</tr>
<tr>
<td>Conveyance Operation Training</td>
<td>$1.30/per hour</td>
<td>Provides owners/manager/maintenance personnel with knowledge of all operations of chosen conveyances</td>
<td></td>
</tr>
<tr>
<td>Required Presence</td>
<td>$1.30/per hour</td>
<td>Any necessary request for our presence i.e. meetings, etc. Travel time not included</td>
<td></td>
</tr>
<tr>
<td>Compliance Training</td>
<td>$1.30/per hour</td>
<td>Help owners/manager/maintenance understand their part in keeping units code compliant</td>
<td></td>
</tr>
<tr>
<td>Capitol Plans</td>
<td>$800/unit</td>
<td>Review of conveyance with plan for future improvements and necessary repairs. Includes performance review</td>
<td></td>
</tr>
<tr>
<td>Contract Review</td>
<td>$750/unit</td>
<td>Review current contract and help in writing new contracts</td>
<td></td>
</tr>
<tr>
<td>Providing operator to run conveyance</td>
<td>$150/per hour</td>
<td>If necessary to perform work in hoistway, an operator can be provided that qualifies under state statute</td>
<td></td>
</tr>
<tr>
<td>Conveyance Incident Investigation</td>
<td>$1.30/per hour</td>
<td>Conveyance is conveyed taken out of service</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Services</td>
<td>$1.30/per hour</td>
<td>Includes all miscellaneous services not listed</td>
<td></td>
</tr>
</tbody>
</table>

#### PERMITS

<table>
<thead>
<tr>
<th>TYPE</th>
<th>PERMIT FEE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Minor Alteration/Commercial</td>
<td>$550.00</td>
<td>Fee Includes: Plan Review and 1 Inspection/If additional work by the Inspector is indicated the hourly consulting rate shall apply</td>
</tr>
<tr>
<td>**Major Alteration/Commercial</td>
<td>$825.00</td>
<td>Fee Includes: Plan Review and 1 Inspection/If additional work by the Inspector is indicated the hourly consulting rate shall apply</td>
</tr>
<tr>
<td>Residential Elevator, Platform Lift or Dumbwaiter</td>
<td>$550.00</td>
<td>Fee Includes: Plan Review and 1 Inspection/If additional work by the Inspector is indicated the hourly consulting rate shall apply</td>
</tr>
<tr>
<td>Special Investigation Fee - Starting work without a permit</td>
<td>$250.00 1st Occurrence + 15% City Administration Fee</td>
<td>2nd Occurrence + 15% City Administration Fee</td>
</tr>
<tr>
<td>Special Investigation Fee - Starting work without a permit</td>
<td>$500.00 2nd Occurrence + 15% City Administration Fee</td>
<td>3rd Occurrence + Each Additional + 15% City Administration Fee</td>
</tr>
</tbody>
</table>

*Minor Alteration includes: cab finishes, valve work, power unit install, door operator replacement, re-rope/brake suspension

**Major Alteration includes: controller, signal fixtures, rotating equipment, drive(multiple components), fire alarm, fire recall

Administration Fee: a CoBH 15% Administration Fee will be added to each invoice or billable amount

Electrical Permit: if a electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH

Building Permit: If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH

Fire Permit: If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH
## CITY OF BLACK HAWK FEE SCHEDULE

### MISC. Fees and Taxes

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Registration (However a Business License may be required)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Right-of-Way Use Permit</td>
<td>$30.00</td>
</tr>
<tr>
<td>Street Cut Permit</td>
<td>$300.00 for 1 to 100sf and $2/ft for any additional</td>
</tr>
<tr>
<td>Historic Landmarking Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Development in Flood Hazard Permit Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Public Hearing Notice Publication Fee Actual Cost + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Fire and Police Protection Fee at time of Building Permit Multifamily Residential</td>
<td>$70.00 per occupant/multiply fee x peak period occupant load as per IBC</td>
</tr>
<tr>
<td></td>
<td>Commercial $14.00 per occupant/multiply fee x peak period occupant load as per IBC</td>
</tr>
<tr>
<td></td>
<td>Industrial $70.00 per occupant/multiply fee x peak period occupant load as per IBC</td>
</tr>
<tr>
<td></td>
<td>Change of Use Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td></td>
<td>Redevelopment Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td></td>
<td>Industrial Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td>Fire and Police Protection Fee at time of Building Permit Off-site commercial parking space fee (Parking Impact Fee)</td>
<td>$2,000.00 per space</td>
</tr>
<tr>
<td>Fire and Police Protection Fee at time of Building Permit Utilities Disconnect/Reconnect Fees Notice of disconnection due to delinquency or failure to maintain</td>
<td>$60.00</td>
</tr>
<tr>
<td></td>
<td>Reconnection charge due to delinquency or failure to maintain</td>
</tr>
<tr>
<td></td>
<td>Reconnection charge for convenience (&gt;7 days)</td>
</tr>
<tr>
<td></td>
<td>Commercial Fire Flow Testing Permit (&gt;48 hours in advance of test)</td>
</tr>
<tr>
<td></td>
<td>Penalty for failure to acquire permit</td>
</tr>
<tr>
<td>Fire and Police Protection Fee at time of Building Permit Sign Fees Preliminary Sign Application / Plan Review</td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td>Formal Sign Application / Plan Review Consultant Fee + 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds)</td>
</tr>
</tbody>
</table>

### Sign Fees

<table>
<thead>
<tr>
<th>Sign Fees</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sign Permit Fees Based on Total Valuation</td>
<td></td>
</tr>
<tr>
<td>$1.00 to $500</td>
<td>$23.50</td>
</tr>
<tr>
<td>$501 to $2,000</td>
<td>$23.50 for 1st $500 plus $3.05 for each additional $100, or fraction thereof, to and including $2,000</td>
</tr>
<tr>
<td>$2,001 to $25,000</td>
<td>$69.25 for the 1st $2,000 plus $14.00 for each additional $1,000, or fraction thereof, to and including $25,000</td>
</tr>
<tr>
<td>$25,001 to $50,000</td>
<td>$891.25 for the 1st $25,000 plus $10.10 for each additional $1,000, or fraction thereof, to and including $50,000</td>
</tr>
<tr>
<td>$50,001 to $100,000</td>
<td>$643.75 for the 1st $50,000 plus $7.00 for each additional $1,000, or fraction thereof, to and including $100,000</td>
</tr>
<tr>
<td>$100,001 to $500,000</td>
<td>$993.75 for the 1st $100,000 plus $5.60 for each additional $1,000, or fraction thereof, to and including $500,000</td>
</tr>
<tr>
<td>$500,001 to $1,000,000</td>
<td>$3,233.75 for the 1st $500,000 plus $4.75 for each additional $1,000, or fraction thereof, to and including $1,000,000</td>
</tr>
<tr>
<td>$1,000,001 and up</td>
<td>$5,608.75 for the 1st $1,000,000 plus $3.65 for each additional $1,000, or fraction thereof</td>
</tr>
<tr>
<td>Special Investigation Fee - starting work without a permit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td>$1000.00</td>
</tr>
<tr>
<td>Miscellaneous Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td>$1000.00</td>
</tr>
</tbody>
</table>

### Administration Fee:
- A CoBH 15% Administration Fee will be added to each invoice or billable amount.
- Fire Permits: If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH.
- Building Permit: If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH.
- Electrical Permit: If an electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH.
# CITY OF BLACK HAWK FEE SCHEDULE

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Land Use Fees</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary Land Use Application / Plan Review</td>
<td></td>
<td>$200.00</td>
</tr>
<tr>
<td>Formal Land Use Application / Plan Review</td>
<td>Consultant Fee + 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds)</td>
<td></td>
</tr>
<tr>
<td>Boundary Line Agreement</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Planned Unit Development</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Restaurant Grills and Air Quality Compliance</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Site Development Plan</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Special Review Use</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td><strong>Subdivisions</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary Subdivision Processing Fee</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Final Subdivision Development Fee</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Minor Subdivision</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Site Development Commercial Plat</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Street Plan and Easement Vacation</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Recording Fee</td>
<td>Actual Cost</td>
<td></td>
</tr>
<tr>
<td>Temporary Use or Temporary Structure Permits</td>
<td>$100.00 + Security Deposit</td>
<td></td>
</tr>
<tr>
<td>Variance</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Water System Development Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nonresidential, in Gaming District</td>
<td>$16.00 per square foot</td>
<td></td>
</tr>
<tr>
<td>Hotel</td>
<td>$900.00 per room</td>
<td></td>
</tr>
<tr>
<td>Nonresidential, outside of Gaming District</td>
<td>$8.00 per square foot</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Services</td>
<td>Consultant Fee + hour + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>False Alarm Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Fee 6th-10th occurrence</td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td>Service Fee over 10th occurrence</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>Police Department Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sex Offender Registration</td>
<td>$100.00 initial registration</td>
<td></td>
</tr>
<tr>
<td>Renewal</td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td>Fingerprints (Residents Only)</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>Portable Breath Test (PBT)</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>VFN Checks (Residents Only)</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Copies onto CDs</td>
<td>$25.00</td>
<td></td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK FEE SCHEDULE

### Commercial Business and Multi-Residential Plan Reviews

<table>
<thead>
<tr>
<th>Square Footage</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1,000 sq. ft.</td>
<td>$100.00</td>
</tr>
<tr>
<td>1,001-2,500 sq. ft.</td>
<td>$200.00</td>
</tr>
<tr>
<td>2,501-5,000 sq. ft.</td>
<td>$400.00</td>
</tr>
<tr>
<td>5,001-7,500 sq. ft.</td>
<td>$800.00</td>
</tr>
<tr>
<td>7,501-10,000 sq. ft.</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>10,001+ sq. ft.</td>
<td>$1,000.00 + 0.05/square foot</td>
</tr>
<tr>
<td>Site Plans</td>
<td>$100.00</td>
</tr>
<tr>
<td>2nd Review of above plans</td>
<td>$0.00</td>
</tr>
<tr>
<td>Each review beyond 2nd</td>
<td>1/2 of original fee</td>
</tr>
</tbody>
</table>

### Commercial Inspections

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheduled Inspection</td>
<td>$150.00/hour</td>
</tr>
<tr>
<td>Compliance Verification</td>
<td>$150.00/hour</td>
</tr>
<tr>
<td>System Test/Install</td>
<td>$150.00/hour</td>
</tr>
<tr>
<td>Follow-up Inspections</td>
<td>$75.00/hour</td>
</tr>
<tr>
<td>Initial Code Violation</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### CPR and First Aid Training

<table>
<thead>
<tr>
<th>Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>City residents and City staff</td>
<td>$0.00</td>
</tr>
<tr>
<td>Businesses</td>
<td>$25.00/person includes certification card</td>
</tr>
</tbody>
</table>

### Fire Extinguisher Training

<table>
<thead>
<tr>
<th>Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>City residents and City Staff</td>
<td>$0.00</td>
</tr>
<tr>
<td>Businesses</td>
<td>$10.00/person for businesses</td>
</tr>
</tbody>
</table>

### Temporary Fire Watch

<table>
<thead>
<tr>
<th>Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Outside Agency Support for Inspections

<table>
<thead>
<tr>
<th>Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$50.00/hour</td>
</tr>
</tbody>
</table>

### Blasting and Storage of Explosives Permit

<table>
<thead>
<tr>
<th>Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$100.00</td>
</tr>
</tbody>
</table>

### MISCELLANEOUS FEES

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code Books online</td>
<td>Free</td>
</tr>
<tr>
<td>Newsrack Permit</td>
<td>$0.00</td>
</tr>
<tr>
<td>Open Records Request Research Fee</td>
<td>$30.00 after first hour/per hour</td>
</tr>
<tr>
<td>Copies made</td>
<td>$0.25/page</td>
</tr>
<tr>
<td>Promotional Association</td>
<td>$100.00</td>
</tr>
<tr>
<td>Attachment of a Licensed Premise</td>
<td>$100.00</td>
</tr>
<tr>
<td>Public Assembly Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Public Hearing Notice</td>
<td>Actual Cost + 15% City Administration Fee</td>
</tr>
<tr>
<td>Recreational Vehicle and Eqipment Permit</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
COUNCIL BILL 40
AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2015 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE CITY OF BLACK HAWK, COLORADO FOR THE 2016 BUDGET YEAR
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

COUNCIL BILL: CB40  
ORDINANCE NUMBER: 2015-40  

TITLE: AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2015 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE CITY OF BLACK HAWK, COLORADO FOR THE 2016 BUDGET YEAR

WHEREAS, the Board of Aldermen of the City of Black Hawk has adopted the annual budget in accordance with the Local Government Budget Law on December 9, 2015:

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is $8,455; and

WHEREAS, the 2015 valuation for assessment for the City of Black Hawk, as certified by the Gilpin County Assessor, is $234,861,739.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY THAT:

Section 1. For the purpose of meeting all general operating expenses of the City of Black Hawk during the 2016 budget year, there is levied a tax of .036 mills upon each dollar of the total valuation for assessment of all taxable property within the City of Black Hawk for the year 2015.

Section 2. That the City Clerk is hereby authorized and directed to immediately certify to the County Commissioners of the County of Gilpin, Colorado the mill levy for the City of Black Hawk, Colorado as herein above determined and set.

Section 3. Safety Clause. The Board of Aldermen hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Severability If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason
be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. The City Clerk is directed to post this Ordinance as required by City Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 9th day of December, 2015.

______________________
David D. Spellman, Mayor

ATTEST:

_____________________________
Melissa A. Greiner, City Clerk

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:


SUMMARY AND BACKGROUND OF SUBJECT MATTER: This ordinance sets the City's property tax mill levy at .036 mills for 2015, collected in 2016.

AGENDA DATE: December 9, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Ordinance

RECORD: [ ] Yes [X] No

CITY ATTORNEY REVIEW: [ X ] Yes [ ] N/A

SUBMITTED BY: REVIEWED BY:

Lance Hillis, Finance Director Jack D. Lewis, City Manager
COUNCIL BILL 41
AN ORDINANCE APPROVING
AN INTERGOVERNMENTAL
AGREEMENT CONCERNING
THE MARKETING AND
PROMOTION OF BLACK
HAWK BETWEEN THE CITY
OF BLACK HAWK AND THE
BLACK HAWK BUSINESS
IMPROVEMENT DISTRICT
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

COUNCIL BILL NUMBER: CB41  
ORDINANCE NUMBER: 2015-41  

TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT CONCERNING THE MARKETING AND PROMOTION OF BLACK HAWK BETWEEN THE CITY OF BLACK HAWK AND THE BLACK HAWK BUSINESS IMPROVEMENT DISTRICT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City of Black Hawk hereby approves the Intergovernmental Agreement Concerning the Marketing and Promotion of Black Hawk between the City of Black Hawk and the Black Hawk Business Improvement District, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

Section 2. Safety Clause. The Board of Aldermen hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 9th day of December, 2015.

_______________________________  
David D. Spellman, Mayor

ATTEST:

________________________________  
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: An Intergovernmental Agreement Between the City of Black Hawk and the Black Hawk Business Improvement District Concerning the Marketing and Promotion of Black Hawk.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE: Ordinance 2015-41, An Ordinance Approving an Intergovernmental Agreement Concerning the Marketing and Promotion of Black Hawk between the City of Black Hawk and the Black Hawk Business Improvement District.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Intergovernmental agreement to jointly fund marketing and promotion of Black Hawk.

AGENDA DATE: December 9, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Ordinance

RECORD: [ ] Yes [X] No

CITY ATTORNEY REVIEW: [X] Yes [ ] N/A

SUBMITTED BY: REVIEWED BY:

__________________________ __________________________________
Lance Hillis, Finance Director Jack D. Lewis, City Manager
INTERGOVERNMENTAL AGREEMENT CONCERNING
MARKETING AND PROMOTION OF
BLACK HAWK

THIS AGREEMENT is made and entered into this _____ day of ____________, 2015, by and between the City of Black Hawk (“City”) and the Black Hawk Business Improvement District (“BID”) hereafter being referred to jointly as "Parties" and singularly as "Party".

WITNESSETH

WHEREAS, the Parties have determined that it is in the best interests of the Parties to mutually assist one another with marketing and promotion of the Black Hawk community;

WHEREAS, the BID, pursuant to Section 31-25-1212(1)(f)(III), (IV) and (V), C.R.S. and the City, pursuant to Section 31-15-901(1)(b), C.R.S. and Article VI of the City of Black Hawk Home Rule Charter, are each lawfully authorized to provide marketing and promotion programs (hereafter, the “Marketing Program”);

WHEREAS, each of the Parties will participate in the costs of the Marketing Program as set forth herein to promote both Parties;

WHEREAS, each Party shall provide for funding to support the Marketing Program on an annual basis, subject to budget and appropriations being made available for such purpose, and subject to the reciprocal obligations set forth in this Agreement; and

WHEREAS, entry into and performance of this Agreement will serve a public purpose and will promote the safety, security and general welfare of the residents, property owners, and visitors of the Parties.

NOW THEREFORE, IT IS MUTUALLY AGREED by and between the Parties as follows:

1. Each of the Parties agrees to fund the Marketing Program for the mutual benefit of the Parties subject to annual appropriation as set forth below.

2. City of Black Hawk Obligations. The City shall, commencing budget year 2016:

   (a) On an annual basis, adopt a Resolution (the “Resolution”) providing for the equivalent of temporary rebate of certain device taxes, payable as a lump sum equivalent directly to the BID, in the amount equal to Twenty Five Dollars ($25.00) per gaming device in the City if the City attains a sustained seventy-six percent (76%) market share of the statewide Adjusted Gross Proceeds.
(“AGP”) and an additional Twenty Five Dollars ($25.00) per device if the City attains a sustained seventy-eight percent (78%) market share based on three (3) consecutive months of such market share based on statewide AGP, which sustained market share also creates an increase in the City’s combined distribution from the Limited Gaming Fund and the Extended Gaming Fund after payment of the temporary rebate (the “City Contribution”); and

(b) Provided that such sustained market shares are attained and are revenue positive as set forth above to the City following the calculation of the payment of such amount, the City shall pay the City Contribution as a lump sum to the BID to be used for the Marketing Program.

(c) The definitions of sustained and market share shall be as set forth in the Resolution.

3. Black Hawk Business Improvement District Obligations. In addition to the requirements in Section 2 above, to qualify for a rebate payment, the BID shall, commencing for property tax collection year 2016:

(a) Set its mill levy at a rate of 1.5 mills for purposes of providing revenue for the Marketing Program, and collect the same (the “BID Contribution”), and

(b) Utilize the City Contribution and the BID Contribution to fund the Marketing Program.

4. Each Party’s Obligations Contingent Upon the Other. In addition to the contingency set forth in Section 1 of this Agreement, the obligations of the City and the BID are each contingent on the other party performing their respective obligations, and neither party shall have an obligation to perform under this Agreement if the other Party determines not to perform its obligations hereunder. Nothing herein requires that either the City or the BID approve any appropriation or tax rate, or any particular amount for appropriation or tax rate, in, or for collection in, any year beyond 2016.

5. The BID shall allocate the City Contribution and the BID Contribution in their entirety for the Marketing Program, except that the BID is authorized to expend those amounts from the BID Contribution necessary for costs of property tax collection paid to Gilpin County and for the day to day administration or operations of the BID.

6. Executive or Advisory Committee. If the BID in order to implement the Marketing Program determines it necessary to form an Executive or Advisory Committee, such committee shall at a minimum have one (1) City representative.

7. This Agreement shall be binding upon the successors and assigns of each of the parties hereto, except that no party may assign any of its rights or obligations hereunder without the prior written consent of the other Party.
8. It is expressly understood and agreed that enforcement of the terms and conditions of the Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement.

9. This Agreement shall automatically renew each year without further action of the Parties; however, any Party hereto may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other. Any money for the Marketing Program remaining at the time of termination following payment of all Marketing Program expenses, will be returned to the City and the BID in proportion to the funds furnished to the Marketing Program by the Parties in the year of termination; provided however, it is the intent of the Parties that in the event of such a termination, unless the BID is unable to do so, that the BID exhaust the funds in the Marketing Program for the purposes set forth herein.

[signature page follows]
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _______ day of ______________________, 2015.

CITY OF BLACK HAWK, STATE OF COLORADO

By: ____________________________
   David D. Spellman, Mayor
   City of Black Hawk

ATTEST:

By: ____________________________
   Melissa A. Greiner, City Clerk

BLACK HAWK BUSINESS IMPROVEMENT DISTRICT

By: ____________________________
   John East, President

ATTEST:

By: ____________________________
   Brian Watts, Secretary
   Sean Demoulk
COUNCIL BILL 42
AN ORDINANCE APPROVING
AN INTERGOVERNMENTAL
AGREEMENT CONCERNING A
JOINT MUNICIPAL
TRANSPORTATION SYSTEM
BETWEEN THE CITY OF
BLACK HAWK AND THE CITY
OF CENTRAL
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

COUNCIL BILL NUMBER: CB42  
ORDINANCE NUMBER: 2015-42  

TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT CONCERNING A JOINT MUNICIPAL TRANSPORTATION SYSTEM BETWEEN THE CITY OF BLACK HAWK AND THE CITY OF CENTRAL

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City of Black Hawk hereby approves the Intergovernmental Agreement Concerning a Joint Municipal Transportation System between the City of Black Hawk and the City of Central, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

Section 2. Safety Clause. The Board of Aldermen hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 9th day of December, 2015.

_______________________________  
David D. Spellman, Mayor  

ATTEST:

________________________________  
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Council Bill 42, an Ordinance Authorizing the execution of the Intergovernmental Agreement between the City of Black Hawk and the City of Central regarding shuttle bus services.

RECOMMENDATION:
If City Council chooses to approve Council Bill 42, an Ordinance authorizing the execution of the Intergovernmental Agreement between the City of Black Hawk and the City of Central, the recommended motion is as follows: “Approve Council Bill 42, an Ordinance Authorizing the execution of the Intergovernmental Agreement between the City of Black Hawk and the City of Central regarding shuttle bus services”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk proposes to provide shuttle bus services in both Black Hawk and Central City. The combining of the two current separate services should create a service that is more cost effective for both communities.

FUNDING SOURCE:

WORKSHOP DATE: December 9, 2015

ORIGINATED BY: Tom Isbester/Steve Jackson

STAFF PERSON RESPONSIBLE: Tom Isbester/Steve Jackson

PROJECT COMPLETION DATE: December 31, 2016

DOCUMENTS ATTACHED:

CITY ATTORNEY REVIEW: [ ]Yes [ ]No [ ]N/A INITIALS__________

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director Jack D. Lewis, City Manager
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this ______ day of ________________, 2015, by and between the CITY OF BLACK HAWK, a home rule municipality of the State of Colorado ("Black Hawk"), and the CITY OF CENTRAL, a home rule municipality of the State of Colorado ("Central City"), also collectively referred to herein below as the “Parties”.

W I T N E S S E T H

WHEREAS, C.R.S. § 29-1-203 authorizes Black Hawk and Central to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide;

WHEREAS, Black Hawk currently operates a municipal bus services;

WHEREAS, Black Hawk and Central desire to cooperate and contract for Black Hawk’s bus service to be expanded to provide service to Central City, subject to the terms and conditions set forth below; and

WHEREAS, Black Hawk and Central City desire to set forth the respective obligations of the parties regarding Central City contracting with Black Hawk for a joint municipal transportation system.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. Bus Service; Compensation.

(a) Provision of Municipal Bus Service. Commencing January 1, 2016, Black Hawk shall provide municipal bus service to Black Hawk and Central City for calendar year 2016 in an amount not to exceed Six Hundred and Twenty Thousand Dollars ($620,000.00), such cost to be shared pro rata among the Parties as set forth herein. Such municipal bus service shall be provided based on the bus route, schedule, and at the cost to each Party as set forth in the Bus Service Cost Analysis, all as attached hereto as Exhibit A, and incorporated herein by this reference (the “Municipal Bus Service”). The cost of the Municipal Bus Service shall be allocated to Black Hawk and Central City with Black Hawk’s share being an amount not to exceed Three Hundred and Fifty Three Thousand, Four Hundred Dollars ($353,400.00), or Fifty Seven Percent (57%) of the cost of the Municipal Bus Service, and Central City’s share being an amount not to exceed Two Hundred and Sixty Six Thousand, Six Hundred Dollars ($266,600.00), or Forty Three Percent (43%) of the cost of the Municipal Bus Service. The total actual cost shall be for fiscal year 2016, and if this Agreement is renewed, Black Hawk and
Central City shall determine on an annual basis as set forth in Section 7 below the total actual cost to be subject to the same percentage allocation set forth herein.

Central City shall have the right, at reasonable intervals and times, to examine Black Hawk’s books and records that concern the cost of providing the Municipal Bus Services. In any given annual period, should actual costs to provide the Municipal Bus Services be greater or lower than anticipated by this Agreement, the deficit or overage will be allocated to the Parties on the same pro rata percentages.

For purposes of this Agreement, Municipal Bus Service shall include the costs of operating and maintaining the Municipal Bus Service as set forth in Exhibit A, including the cost of the contracted service, operational expenses, fleet labor, administrative overhead, and capital replacement, but shall specifically exclude any costs of rebranding the Municipal Bus Service to include Central City as part of the municipal transportation system, and shall further specifically exclude construction and maintenance of bus stops and the erection of signage associated with such bus stops, which shall be the sole responsibility of each Party within which the bus stops and signage are located. Each party agrees, at its own cost, to rebrand its bus stops and associated signage to be consistent with the shared Municipal Bus Service contemplated by this Agreement on or before commencement of the shared Municipal Bus Service on January 1, 2016.

The Municipal Bus Service shall at all times be provided free of cost to riders. The Municipal Bus Service shall comply with all federal, state and local laws, including, without limitation, the Americans with Disabilities Act.

(b) **Rebranding.** In addition to the costs of the Municipal Bus Service set forth in subsection (a) above, each party agrees to pay the one-time amount not to exceed Fifteen Thousand Dollars ($15,000.00) each, for a total amount not to exceed Thirty Thousand Dollars ($30,000.00), for purposes of rebranding the buses used to provide the Municipal Bus Service to include Central City. Black Hawk shall bill Central City for its share of the rebranding costs described herein one time in the month of February, 2016, and Central City shall add such amount to its next regular monthly payment to Black Hawk as required by Section 3.

2. **Supplemental Rate for Special Events.** The Parties agree to jointly develop in writing an hourly rate for special events that require the use of the Municipal Bus Service outside of the regular schedule set forth in Exhibit A. Such supplemental rate for special events shall be calculated to include the bundled cost on an hourly basis of the total costs for the contracted service, operational expenses, fleet labor, administrative overhead, and capital replacement on an hourly basis, and a minimum number of hours for such a special event. In the event that this Agreement is renewed, such supplemental rate for special events may be reviewed and revised as necessary on an annual basis.

3. **Billing and Payment.** Black Hawk shall bill Central City on a monthly basis as set forth herein. Black Hawk shall submit a monthly statement to Central City (for fiscal year 2016) for payment in advance for the following month with a base amount of Twenty Two Thousand, Two Hundred and Sixteen Dollars and Sixty Seven Cents ($22,216.67), which
amount is one-twelth (1/12) of the annual amount of Central City’s obligation for fiscal year 2016 (the “Base Payment Amount”). In subsequent years, the monthly amount shall equal one-twelfth (1/12) of the annual amount of Central City’s obligation for the relevant fiscal year. In addition, Black Hawk shall include any charges for supplemental use of the Municipal Bus Service on an hourly basis consistent with Section 2 of this Agreement.

A. All statements shall be submitted by Black Hawk to Central City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement.

B. The amounts of all such monthly payments shall be paid by Central City within fourteen (14) days after the timely receipt of a statement as provided by this Agreement.

C. Central City has the right to ask for clarification on any Black Hawk statement for services in excess of the Base Payment Amount after receipt of the invoice by Central City.

D. In the event payment for services rendered has not been made within twenty-one (21) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest, and Black Hawk may exercise the remedies set forth in Section 7 of this Agreement.

4. Other obligations.

A. Future Capital Needs. The Parties agree to cooperate regarding the implementation of a capital replacement program as necessary to determine the allocation of costs associated with future capital needs for the Municipal Bus Service, including continuing attempts to obtain available grant funding for such capital needs.

B. The Parties agree to maintain their respective roadway systems in good repair, and to conduct necessary street sweeping, snow removal, and road maintenance to assure the long term viability of the Municipal Bus Service. In the event roadways become impassable or create undue negative impacts on the municipal busses, the Parties agree to confer in good faith regarding alternative routes on a temporary or permanent basis based on the condition of the roadway(s) in question.

C. The Parties further agree to maintain their respective bus stops in a safe and accessible manner. In the event the bus stop become impassable, inaccessible or otherwise creates undue negative impacts on the municipal busses, the Parties agree to confer in good faith regarding alternative bus stops on a temporary or permanent basis based on the condition of the bus stop(s) in question.
5. **Terms of Service.**

A. The existing Black Hawk buses and signs shall be modified to change “Black Hawk Tramway” and similar naming to “BH & CC Tramway” or the substantial equivalent.

B. Black Hawk may contract with one or more entities for any or all of the facilities, equipment and services furnished under this Agreement, and shall as Black Hawk determines necessary, contract with such entities following a competitive bidding process. If such bidding process results in a decrease in total costs to operate the Municipal Bus Service, such savings shall be shared pro rata by the Parties in conformity with the percentages set forth in Section 1.

C. It is the intention of the Parties that Black Hawk operate the Municipal Bus Service in accordance with the provisions set forth in Exhibit A. The Parties acknowledge that such Municipal Bus Service may become inoperable in the event of inclement weather or other unforeseen circumstances. In addition, the Parties acknowledge that either Party may close a portion of the bus route for special events from time to time. To communicate regarding such temporary modification of the Municipal Bus Service, and to communicate regarding all other matters regarding this Agreement, the respective City Managers shall each designate a responsible person to provide notice to the other Party by telephone and electronic mail of such circumstances regarding the providing of the Municipal Bus Service herein. In addition, if such events are scheduled in advance, the Parties agree to provide each other with a schedule of such temporary closures that require a modification of the bus route provide as part of the Municipal Bus Service.

6. **Municipal Bus Service as an Enterprise.** Black Hawk shall operate the Municipal Bus Service as an Enterprise, and Black Hawk shall establish a Municipal Bus Service Enterprise Fund (the Fund”), and the Fund, the capital equipment, and the appurtenances shall comprise the Enterprise, which shall be and is the Municipal Bus Service business owned by Black Hawk as follows:

A. The Enterprise shall be and is an agency of Black Hawk for the purposes and within the meaning of the following:

i. Title 24, Article 10, Part 1, Colorado Revised Statutes, the "Colorado Governmental Immunity Act";

ii. Title 29, Article 1, Part 6, Colorado Revised Statutes, the "Colorado Local Government Audit Law";

iii. Title 29, Article 1, Part 1, the "Local Government Budget Law of Colorado"; and
iv. all other local, state, and federal laws, rules, and regulations.

B. The establishment of the Enterprise is necessary to provide the Municipal Bus Service in a manner consistent with the public health, safety and welfare of Black Hawk, and the Enterprise shall receive under ten percent (10%) of its annual revenues in grants from all Colorado state and local governments combined. Nothing in this provision shall preclude the Enterprise from receiving grants from federal funding sources.

C. The Enterprise does not and shall not levy any tax whatsoever, nor shall any rates, tolls, fees, or charges imposed or collected by the Enterprise ever be deemed to be taxes for any purpose under any law, rule, or regulation, whether local, state, or federal.

7. Renewal; Termination.

A. Renewal. This Agreement shall be automatically renewed on an annual calendar year basis, unless terminated by either Party as set forth in subsection B. below.

B. Termination.

1. Termination for Convenience. This Agreement may be terminated without cause by either party for any reason by giving the other party written notice at least six (6) months in advance of the termination date, or by June 30 of each year; provided however, on or before May 30 of each year, Black Hawk shall provide Central City with the estimated cost of the Municipal Bus Service for the following calendar year. Failure to terminate for convenience by either party by June 30 shall be deemed an automatic renewal for the subsequent year, and the cost for such service for the subsequent year shall be determined by June 30 of the preceding year using the same percentages for costs allocation as set forth in Section 1.

2. Termination for Cause. Either Party may terminate this Agreement for cause. For purposes of this Agreement, “cause” shall include the failure by either Party to perform the obligations set forth in this Agreement. In the event of such a failure or breach, the non-breaching party shall provide written notice of any such failure, and the other Party shall have ten (10) calendar days to remedy any such failure. If such a remedy is reasonably commenced within the remedy/cure period set forth in the preceding sentence, but such remedy cannot be completed within such ten (10) day limitation, the breaching party shall be granted an extension to complete such remedy so long as it is diligently pursuing such remedy. Provided however, no such extension shall be provided in the event of non-payment.
by Central City of the Base Payment Amount or costs for supplemental use of the Municipal Bus Service on an hourly basis consistent with Section 2 of this Agreement as set forth on a monthly statement.

3. In the event of a termination, the capital replacement fund created pursuant to Exhibit A shall be distributed pro rata based on contribution levels of each Party as of the date of termination of the Agreement.

4. If this Agreement is terminated, Black Hawk will be paid by Central City for all services rendered up to the date of termination. If Central City has paid Base Payment Amount in advance, a pro rata amount shall be refunded on the termination date if termination is earlier than the end of the month for which the Base Payment Amount is paid.

5. In the event the Municipal Bus Service provided hereunder is discontinued in accordance with this Agreement, Central City shall have the right of first refusal to purchase any capital items, acquired through this agreement, at the then outstanding amount of any outstanding amount owed on such capital items, or the depreciated cost of said capital items (based on a mutually agreeable depreciation schedule), whichever amount is higher. In the event that Central City chooses not to exercise its right of first refusal to purchase any capital asset(s) acquired through this Agreement, Black Hawk may purchase such capital items at the then outstanding amount of any outstanding amount owed on such capital items, or the depreciated cost of said capital items (based on a mutually agreeable depreciation schedule), whichever amount is higher. In the event that either party exercises the right to purchase hereunder, the proceeds of such an acquisition shall be paid into the capital replacement fund and distributed on a pro rata basis hereunder. In the event neither Party desires to acquire or retain such capital items, Black Hawk shall sell such items at their reasonable market value and the Parties shall split the proceeds on a pro rata basis consistent with this Agreement.

6. Black Hawk and Central City acknowledge and agree that they shall use reasonable best efforts to purchase capital items acquired through this Agreement with the assistance of grant funding. To the extent such capital items are acquired with the assistance of such grant funding, nothing in this Agreement shall be deemed to supersede any limitations on the ability of the Parties to sell, transfer or otherwise liquidate any capital items to the extent such sale, transfer, or liquidation is prohibited or limited by such grants.

8. Insurance. Both Parties are afforded certain governmental immunity pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes, are members of the Colorado Intergovernmental Risk Sharing Agency (“CIRSA”), and agree to keep such CIRSA insurance coverage in place throughout the term of this Agreement so
as to cover the risks of any liabilities for damages or otherwise which may arise by operation of the Municipal Bus Service.

9. **Notices.** Any notices or demand under which the terms of this agreement and under any statute must or may be given or made by Black Hawk or Central City shall be in writing and shall be given or made by personal service, first class mail, or by certified or registered mail to the parties:

   City of Black Hawk          City of Central  
   Attn: City Manager          Attn: City Manager
   P.O. Box 68                 P.O. Box 249
   201 Selak                   141 Nevada Street
   Black Hawk, CO 80422        Central City, CO 80427

10. **Severability.** In the event any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner, the legality of the remaining provisions of this Agreement, and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

11. **Jurisdiction.** This Agreement is made in and subject to the laws of the State of Colorado. Any disputes shall be brought in the District Court in and for the County of Gilpin, State of Colorado.

12. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to Black Hawk or Central City, or either of its officials, employees, contractors or agents, or any other person acting on behalf of Black Hawk or Central City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

13. **Article X, Section 20/TABOR.** The parties understand and acknowledge that Central City is subject to Article X, Section 20 of the Colorado Constitution (“TABOR”). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Parties are expressly dependent and conditional upon the continuing availability of funds beyond the term of the Parties’ respective current fiscal period ending upon the next succeeding December 31. Financial obligations of the Parties 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, ordinances and resolutions of the Parties, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated for convenience consistent with Section 7 of this Agreement.

14. **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent or sub-contractor of Black Hawk or Central City.
Absolutely no third party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

CITY OF BLACK HAWK, COLORADO

________________________
David D. Spellman, Mayor

ATTEST:

________________________
Melissa A. Greiner, City Clerk

CITY OF CENTRAL, COLORADO

________________________
Ron Engels, Mayor

ATTEST:

________________________
Reba Bechtel, CMC, City Clerk
PROJECTED BUS SERVICE COST ANALYSIS - 2016

Black Hawk & Central City - 1 Bus Mon-Thur, 2 Bus Fri-Sun
8,424 hr/yr

Mon-Thur
10am-2:30am 30 min 1 bus

Fri-Sun
10am-3:30am 30 min 1 bus
Noon-2:30am 30 min 1 bus

6662/mo+29.38/hr
$ 29.38 8,424 $ 247,497
$ 6,662 12 $ 79,944
$ 327,441

Annual
Contracted Bus Service $ 327,441
Other Operational Expenses 113,720
Fleet Labor 119,793
City Overhead 21,546
Capital Replacement 37,500

TOTAL $ 620,000

Black Hawk % of Total 57% 353,400
Central City Cost 43% 266,600.00

Rebranding Expenses (Estimated)
Bus Graphics ($4500/Bus) $ 27,000
Updated bus cards and reprinting 3,000
To Be Shared Equally $ 30,000

FOOTNOTES:

Black Hawk Loop 2.23 Miles 57%
Central City Loop 1.65 Miles 43%
TOTAL 3.88 Miles 100%

Supplemental Rate for Special Events
Contracted Bus Service 327,441
Other Operational Expenses 113,720
Fleet Labor 119,793
TOTAL 560,954
Hourly Rate (8,424 Hours) $66.59 *
*4 Hour Minimum for Special Events
COUNCIL BILL 43
AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK, THE COUNTY OF GILPIN, THE COUNTY OF CLEAR CREEK, AND THE EVERGREEN FIRE PROTECTION DISTRICT ESTABLISHING VHF REGIONAL MAINTENANCE PROGRAM
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

COUNCIL BILL NUMBER: CB43  
ORDINANCE NUMBER: 2015-43  

TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK, THE COUNTY OF GILPIN, THE COUNTY OF CLEAR CREEK, AND THE EVERGREEN FIRE PROTECTION DISTRICT ESTABLISHING VHF REGIONAL MAINTENANCE PROGRAM  

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:  

Section 1. The City of Black Hawk hereby approves the Intergovernmental Agreement Between the City of Black Hawk, the County of Gilpin, the County of Clear Creek, and the Evergreen Fire Protection District Establishing VHF Regional Maintenance Program, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.  

Section 2. Safety Clause. The Board of Aldermen hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.  

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.  

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.  

READ, PASSED AND ORDERED POSTED this 9th day of December, 2015:  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

_______________________________  
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: An Ordinance approving an Intergovernmental Agreement between the City of Black Hawk, the County of Gilpin, the County of Clear Creek and the Evergreen Fire Protection District establishing VHF Regional Maintenance Program.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Council Bill 43, an Ordinance approving an Intergovernmental Agreement between the City of Black Hawk, the County of Gilpin, the County of Clear Creek and the Evergreen Fire Protection District establishing a VHF Regional Maintenance Program.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The entities participating in the agreement collaborated to develop a regional VHF radio system to improve radio coverage for all first responders in the region. The new radio system consists of several new radio towers, radio equipment, antennas, buildings, backup generators, alarms and microwave systems located in several jurisdictions, which must be maintained to function as intended. The agreement is intended to reduce overall maintenance costs of critical components and to ensure the system is maintained at an appropriate level. Non-critical components are covered by each individual entity and are not part of the agreement. Maintenance costs for each entity are scaled to the size of the entities' respective system as it relates to the entire system. The Miner’s Mesa tower site is the host for the entire system and the cost of maintaining the operating system is shared by all entities.

AGENDA DATE: December 9, 2015
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [x] Yes [ ] No
STAFF PERSON RESPONSIBLE: Chief Stephen Cole
DOCUMENTS ATTACHED: Intergovernmental Agreement
RECORD: [ ] Yes [x] No
CITY ATTORNEY REVIEW: [x] Yes [ ] N/A
SUBMITTED BY: Stephen Cole, Chief of Police
REVIEWED BY: Jack D. Lewis, City Manager
INTERGOVERNMENTAL AGREEMENT
ESTABLISHING VHF REGIONAL MAINTENANCE PROGRAM

This Intergovernmental Agreement is entered into by the City of Black Hawk, a Colorado statutory municipality; the County of Gilpin, a Colorado statutory county; the County of Clear Creek, a Colorado statutory county; and the Evergreen Fire Protection District, a Colorado Special District organized pursuant to Title 32, C.R.S. (individually referred to herein as a “Member” or collectively, “Members”).

Recitals

A. The Colorado Homeland Security Grant Program provided grant funding to the North Central All-Hazards Management Region for the benefit of the Members to improve local government emergency radio systems. The grant was administered by Arapahoe County as the fiscal agent for the North Central All-Hazards Region and Urban Areas Strategic Initiative. Funding was provided to the Members to acquire equipment to improve interoperability, radio coverage, and radio system reliability and redundancy. The components of each Member’s radio system which are governed by this Agreement are those acquired as part of the above-identified grant (hereinafter referred to as the “Radio System”).

B. The funding, construction and installation of the Radio System has been completed and turned over to the Member in whose jurisdiction the equipment was constructed or installed.

C. The Radio System is an integrated system and individual changes to radio equipment and subsequent programming can adversely impact other Members participating in the system. As a result, it is beneficial for the Members to identify a maintenance provider and collectively fund a maintenance program ensuring operational effectiveness, and to establish guidelines for identifying equipment to be maintained and procedures for approving acceptable expenses.

D. The Members have worked with the State of Colorado to create a complementary radio system to the State’s Digital Trunked Radio System (DTRS) to maximize the benefit of an interoperable radio system.

E. The Members enter into this agreement to sustain the grant funded radio equipment and infrastructure and protect the Radio System’s viability by collaboratively funding a maintenance program covering all the applicable sites.

F. The Members hereto are authorized to enter into this agreement to provide a function, service, or facility lawfully authorized to each, including the sharing of costs, upon approval of their respective legislative bodies pursuant to §29-1-203(1), CRS, and each Member represents to each other Member that it is lawfully authorized to provide the functions, services and facilities provided for herein.
This agreement is intended to set forth the terms and conditions for the cooperative effort of the Members related to the Radio System.

THEREFORE, in consideration of the forgoing and their mutual promises the Members agree as follows:

1. RADIO SYSTEM:
   A. The radio systems of each Member are dependent in part on radio systems of one or more other Members to convey voice and data signals used in providing emergency services to the Members’ respective jurisdictions. The Radio System components in each Member’s jurisdiction which are the subject of this Agreement are identified in the Radio SystemInventory attached hereto as Exhibit 1 and incorporated herein by reference.
   B. Each Member owns the equipment identified within its jurisdiction on the Radio System Inventory.
   C. Integral to the interoperability of all of the Members’ systems is the Miners’ Mesa tower site, at which the L-CORE is located. Miners’ Mesa is located within Blackhawk; however, due to its integral function related to the complete and integrated Radio System, Miners’ Mesa shall be subject to different cost sharing protocols as provided in Section 3 of this Agreement.

2. RADIO SYSTEM INTEGRATION
   A. Each Member represents that it will use its best efforts, at its own expense, to maintain its own components of the Radio System identified in Exhibit 1 in good working order and, insofar as it affects the operations of another Member’s radio system, operating as an integral part of the Radio System, and to budget and appropriate sufficiently to accomplish that objective.
   B. Members may utilize the T-1 capability of their respective microwave equipment provided there is available capacity within the system. Should harmful interference occur to another Member’s communications system the Members will seek to identify the source of interference and implement a solution. There is limited bandwidth for the microwave system and emergency communications is a priority if a conflict occurs.
   C. Each Member shall notify the other Members at least 48 hours in advance should it become necessary to temporarily interrupt radio communications elsewhere in its system that would affect the operation of another Member’s equipment or circuits.
D. Sites Covered by this Agreement are (to the extent only of a Member’s equipment located at the sites:

Silver Gulch Site located at 350 Avenue of the All Stars, Black Hawk, Colorado 80422
Miner’s Mesa Site located at 1000 Miner’s Mesa Road, Black Hawk, Colorado 80422
Black Hawk Police Department Dispatch Center, 221 Church Street, Black Hawk Colorado 80422, mailing address PO Box 68, Black Hawk Colorado 80422
Gilpin County Sheriff’s Office located at 2960 Dory Hill Rd, Black Hawk, CO,80422
Dakota Tower Site located at 6513 Apex Valley Rd, Black Hawk, CO 80422
Evergreen Fire and Rescue site located at 1802 Bergen Pkwy, Evergreen, CO 80439
Squaw Pass site located at 1836 Fire Tower Trail, Idaho Springs, CO. 80452
Loveland site located at 229 us Highway 6, Georgetown, CO. 80444
Saxon Tower Site located at 6107 Saxon Mountain Road, Idaho Springs, 80452
Clear Creek Sheriff’s Office located at 405 Argentine Street, Georgetown, CO 80444
Bellevue Tower Site located at 1052 Bellevue Mountain Rd, Idaho Springs, Co. 80452
Bear Mountain Tower Site located at 4777 Bear Mountain Drive, Evergreen, CO. 80439

3. RADIO SYSTEM JOINT MAINTENANCE:

A. Maintenance and repairs to the L-CORE will be performed pursuant to this Agreement. Black Hawk will provide general maintenance for the Miner’s Mesa building, Mesa tower, and Mesa generator, but the Members will share any major repairs, to be defined as capital repair or replacement necessary to maintain the Radio System.

B. Blackhawk grants each Member non-exclusive access to the Miner’s Mesa tower site for maintenance and repair of its part of the L-CORE.

C. Each Member will cooperate when needed to test the integrated Radio System and keep it in optimum working order.

4. SHARING OF COSTS FOR JOINT SERVICES:

A. Subject to budget and annual appropriation of funds therefor, each Member agrees to contribute to the cost of maintenance and repair services and a spare parts inventory in proportion to the load on the L-Core, as shown on the load identification and proportion calculations attached hereto and incorporated herein as Exhibit 2.

B. The Members will hold an annual meeting each July to set a budget for the performance of this Agreement with respect to common portions of the Radio System for the next calendar year. Each Member will make its best efforts to include its share of the budget for this Agreement in its own budget and appropriations. Each Member’s share of the annual budget will be paid to Clear Creek County in a single payment due upon
invoice. Clear Creek County will purchase services and parts in accordance with the agreed budget.

C. Clear Creek County will not advance its own funds for service or parts purchases.

D. Clear Creek County will separately account for the receipt and expenditures of the aggregate of the Members’ payments. A written accounting will be provided at the annual budget-setting meeting.

5. INDIVIDUAL RADIO SYSTEM MAINTENCE:

A. Each Member shall remain in exclusive possession and control of its own communications system and equipment, including its individual components of the Radio System, and this Agreement shall not be construed to grant any Member any rights of ownership, control or possession of another Member’s system or equipment except as expressly provided.

B. Clear Creek County will contract with the provider of maintenance and repair services for the L-CORE to also provide maintenance and repair for the other components of the Radio System. Each Member is encouraged, in its sole judgment, but not required, to use the service contractor for that equipment, for the purpose of obtaining quantity discounts, if they are available and material.

6. TERM: This agreement shall become effective as of the first day on which all Members have executed it. This agreement shall continue in effect in perpetuity or until such time as it is dissolved by mutual consent of the then-remaining Members or automatically when there is only one remaining Member.

7. REPRESENTATIVES: Each Member will designate a representative(s) to act on its behalf with respect to this Agreement, and will give notice in writing to each other Member.

8. MEETINGS: Members shall confer at such times as the Members agree upon, but no less often than annually prior to the completion of annual budgets for the next calendar year. Decisions shall be made by majority vote of the total Members.
9. RELIANCE: The Members acknowledge that each is relying on the performance of the other(s) under this Agreement to the extent their respective radio systems depend on the integration with and operation of elements of other Members’ radio systems.

10. MEMBERSHIP:

   A. The Members may add new members upon unanimous agreement on an amendment to this Agreement for or including such purpose.

   B. Members may withdraw from this Agreement by providing all of the other Members 365 days advanced written notice of intention to withdraw. However, a Member may not remove or disable any equipment in its own system which is required for operation of another Member’s radio system. If a withdrawing or withdrawn Member elects to remove or disable any such equipment in its own system, it will give notice to the other Members at least six months in advance. The remaining Members, pursuant to this Agreement, or any of the remaining Members may, in their sole discretion, elect to maintain such equipment for their own benefit and at their own expense, but without charge by the withdrawing or withdrawn Member. Obligations hereunder shall survive a Member’s withdrawal and continue until this Agreement is terminated by the remaining Members.

   C. Upon withdrawal, a withdrawing Member shall have no further interest in the integrated Radio System to which this Agreement relates.

   D. Withdrawal by any Member or combination of Members shall not cause termination of this Agreement except upon the mutual agreement of the remaining Members.

11. ASSIGNMENT: No Member may assign or transfer any of its rights or obligations hereunder without the written consent of all of the other Members.

12. INSURANCE: Each Member shall insure risks arising out of or relating to its own radio system and its components of the Radio System as it deems appropriate.

13. GOVERNMENTAL IMMUNITY: Nothing in this agreement shall be deemed a waiver by any Member, alone or acting cooperatively hereunder, of the provisions of the Colorado Governmental Immunity Act.

14. COVENANT REGARDING COMMERCIAL TOWER SITE CO-LOCATION. While it is a Member, no new commercial use of tower sites of a Member will be permitted if it interferes with the operation of another Member’s emergency communications. Members will include this covenant in all new leases and licenses and renewals thereof for commercial communications
components mounted on or at tower sites of Members. Members must give written notice to all other Members when a commercial telecommunications use is proposed to be added or changed at a tower site. Members will make their best efforts to confer with all other Members who are or may be affected before approving new or extended commercial use of a tower site.

15. BYLAWS OR MEMBER GUIDELINES. The Members agree to create guidelines or Bylaws governing the Membership within the first year for operating and maintaining the regional radio network to include:
   A. Establish a method whereby the on-going maintenance costs of operating the radio network will be divided between the Members.
   B. Formalized governance rules and procedures for making decisions regarding matters including, but not limited to:
      i. Contracting procedures for purchases and repairs;
      ii. Maintenance requirements for the Radio System;
      iii. Membership criteria for including new Members;
      iv. Frequency allocation and use;
      v. Long-term strategy for replacing and funding the future purchase of equipment;
      vi. Refinements to the system for assessing costs to Members.

16. No Third Party Beneficiary Rights: This Agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. This Agreement does not confer any enforceable rights or remedies upon any person or entity other than the parties hereto.

17. Notices
   Any notice, demand or request pursuant to this Agreement shall be in writing and shall be considered properly given when delivered in person, sent by either registered or certified mail, or sent by national overnight delivery service, postage prepaid, by fax with confirmed receipt, by e-mail, addressed to the other Member’s as follows:
City of Black Hawk
c/o Chief Stephen Cole
Black Hawk Police Department
(mail) P.O. Box 68
(delivery) 201 Selak Street
Black Hawk, CO 80422
Tel. 303-582-5878
FAX 303-582-5381
e-mail . SCole@cityofblackhawk.org

County of Gilpin
c/o Sergeant Steven Watson
Gilpin County Sheriff’s Office
2960 Dory Hill Rd
Black Hawk, CO 80422
Tel. 303 515-4321
Fax 303 582-3758
e-mail . swatson@co.gilpin.co.us

County of Clear Creek
c/o Undersheriff Bruce Snelling
(mail) P.O. Box 2000
(delivery) 405 Argentine Street
Georgetown, CO 80444
Tel. 303-679-2376
FAX 303-679-2447
e-mail . bsnelling@clearcreeksheriff.us

Evergreen Fire Protection District
c/o Fire Chief Mike Weege
1802 Bergen Parkway,
Evergreen, CO 80439
Tel. 303-674-3145
Fax 303-674-8701
e-mail . mweege@evergreenfirerescue.com

Notices will be deemed given as follows: (1) if by personal or delivery service delivery, on the
date of delivery; (2) if by mail, three calendar days after deposit in a depositary of the U.S. Postal
Service; if by fax, on the business day after date transmitted; if by e-mail, on the business day
after the date transmitted. A Member may change the address(es) for giving it notice by giving
notice as provided herein.
18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which may be deemed an original.

WHEREFORE, the Members have executed this Agreement on the dates stated.

_________________________________________ ___________
Mayor David D. Spellman, City of Black Hawk, Colorado Date
18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which may be deemed an original.

WHEREFORE, the Members have executed this Agreement on the dates stated.

[Signature]
Clear Creek County BOCC, Chairman, Tom Hayden

[Signature]
Date

11-10-15
18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which may be deemed an original.

WHEREFORE, the Members have executed this Agreement on the dates stated.

Evergreen Fire Protection District, President George Kling

Date 11-10-15
18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which may be deemed an original.

WHEREFORE, the Members have executed this Agreement on the dates stated.

[Signature]
Gilpin County BOCC, Chairman, Buddy Schmalz

11-24-15
Date
"Exhibit 1"

**Equipment To Be Covered**

**Miners Mesa L Core**
- UCS Server
- Unified Network Controller
- System Statistical Server
- AuC Server
- Network Management Client
- CSMS
- 2 Domain Controllers
- 2 Zone Controllers
- Core Gateway Router
- Core Lan Switch
- Unified Event Manager
- DAS
- Remote Access Server
- Firewall
- ATR
- 4 VMS Servers
- Zone Statistical Server
- 3 CCGW's

**Gilpin County SO Dispatch**
- 2 MCC7500 Operator Positions
- Conventional Site Controller
- 3 CCGW's
- Lan Switch
- Router
- SDM3000

**Black Hawk PD**
- 2 MCC7500 Operator Positions
- Conventional Site Controller
- 3 CCGW's
- Lan Switch
- Router
- SDM3000
**Clear Creek Dispatch**
4 MCC7500 Operator Positions
Conventional Site Controller
3 CCGW's
Lan Switch
Router
SDM3000

**Evergreen Fire Dispatch**
4 MCC7500 Operator Positions
Conventional Site Controller
3 CCGW's
Lan Switch
Router
SDM3000

**Miners Mesa Prime Site**
12 MLC8000 Comparators
2 HP Lan Switches
Prime Site Router

**Squaw**
GPS Timing
5 GTR 8000's
5 MLC8000's
Site Lan switch
Site Router

**Saxon**
GPS Timing
4 GTR 8000's
4 MLC8000's
Site Lan switch
Site Router

**Loveland**
GPS Timing
4 GTR 8000's
4 MLC8000's
Site lan switch
Site Router

**Bellevue**
GPS Timing
5 GTR 8000's
5 MLC8000's
Site lan switch
Site Router

**Dakota**
GPS Timing
3 GTR 8000's
3 MLC8000's
Site lan switch
Site Router

**GCSO**
GPS Timing
3 GTR 8000's
3 MLC8000's
Site lan switch
Site Router

**Silver Gulch**
GPS Timing
4 GTR 8000's
4 MLC8000's
Site lan switch
Site Router

**Evergreen Fire Station 2**
**Prime Site**
2 Lan Switches
2 Prime site Routers
2 Back Haul Switches
4 MLC8000 Comparators

**Evergreen Bear MTN**
GPS Timing
Lan Switch
Site Router
Back Haul Router
4 GTR 8000's
4 MLC8000's

**Evergreen Squaw MTN**
GPS Timing
Lan Switch
Site Router
Back Haul Router
4 GTR 8000's
4 MLC8000's
### Clear Creek

<table>
<thead>
<tr>
<th>Location</th>
<th>Count</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Squaw</td>
<td>1</td>
<td>CC and Evergreen</td>
</tr>
<tr>
<td>Saxon</td>
<td>2</td>
<td>CC only</td>
</tr>
<tr>
<td>Loveland</td>
<td>2</td>
<td>CC only</td>
</tr>
<tr>
<td>Bellevue</td>
<td>2</td>
<td>CC only</td>
</tr>
<tr>
<td>Interoperability</td>
<td>1</td>
<td>Shared with all agencies to maintain interoperability and microwave</td>
</tr>
<tr>
<td>Dispatch</td>
<td>4</td>
<td>CC only - 4 work stations</td>
</tr>
<tr>
<td>L-Core - Miner’s Mesa</td>
<td>1</td>
<td>Maintain simulcast system</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>13</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Evergreen

<table>
<thead>
<tr>
<th>Location</th>
<th>Count</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Squaw</td>
<td>1</td>
<td>CC and Evergreen</td>
</tr>
<tr>
<td>Bear</td>
<td>2</td>
<td>Evergreen only</td>
</tr>
<tr>
<td>Interoperability</td>
<td>1</td>
<td>Shared with all agencies to maintain interoperability and microwave</td>
</tr>
<tr>
<td>Dispatch</td>
<td>4</td>
<td>Evergreen - 4 work stations</td>
</tr>
<tr>
<td>L-Core - Miner’s Mesa</td>
<td>1</td>
<td>Maintain simulcast system</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>9</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Black Hawk

<table>
<thead>
<tr>
<th>Location</th>
<th>Count</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miner’s Mesa</td>
<td>1</td>
<td>Gilpin Red only, BH Bus and Water uses tower but not part of system</td>
</tr>
<tr>
<td>Silver Gulch</td>
<td>1</td>
<td>Shared with Gilpin County</td>
</tr>
<tr>
<td>Interoperability</td>
<td>1</td>
<td>Shared with all agencies to maintain interoperability and microwave</td>
</tr>
<tr>
<td>Dispatch</td>
<td>2</td>
<td>BH - 2 work stations</td>
</tr>
<tr>
<td>L-Core - Miner’s Mesa</td>
<td>1</td>
<td>Maintain simulcast system</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>6</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Gilpin

<table>
<thead>
<tr>
<th>Location</th>
<th>Count</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silver Gulch</td>
<td>1</td>
<td>Shared with Black Hawk</td>
</tr>
<tr>
<td>Miner’s Mesa</td>
<td>1</td>
<td>Gilpin County Red shared with Black Hawk</td>
</tr>
<tr>
<td>Dakota</td>
<td>2</td>
<td>GC only</td>
</tr>
<tr>
<td>Dory Hill</td>
<td>2</td>
<td>GC only</td>
</tr>
<tr>
<td>Interoperability</td>
<td>1</td>
<td>Shared with all agencies to maintain interoperability and microwave</td>
</tr>
<tr>
<td>Dispatch</td>
<td>2</td>
<td>Gilpin - 2 work stations</td>
</tr>
<tr>
<td>L-Core Miner’s Mesa</td>
<td>1</td>
<td>Maintain simulcast system</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Sum of scoring

<table>
<thead>
<tr>
<th>Location</th>
<th>Count</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear Creek</td>
<td>13</td>
<td>Clear Creek</td>
</tr>
<tr>
<td>Evergreen</td>
<td>9</td>
<td>Evergreen</td>
</tr>
<tr>
<td>Black Hawk</td>
<td>6</td>
<td>Black Hawk</td>
</tr>
<tr>
<td>Gilpin</td>
<td>10</td>
<td>Gilpin County</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>38</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Percentage of load

<table>
<thead>
<tr>
<th>Location</th>
<th>Count</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear Creek</td>
<td>13</td>
<td>Clear Creek</td>
</tr>
<tr>
<td>Evergreen</td>
<td>9</td>
<td>Evergreen</td>
</tr>
<tr>
<td>Black Hawk</td>
<td>6</td>
<td>Black Hawk</td>
</tr>
<tr>
<td>Gilpin</td>
<td>10</td>
<td>Gilpin County</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100.00%</strong></td>
<td></td>
</tr>
</tbody>
</table>
COUNCIL BILL 44
AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE GILPIN AMBULANCE AUTHORITY REGARDING MAINTENANCE OF THE AUTHORITY'S AMBULANCES
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB44
ORDINANCE NUMBER: 2015-44

TITLE: AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE GILPIN AMBULANCE AUTHORITY REGARDING MAINTENANCE OF THE AUTHORITY’S AMBULANCES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority, attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

Section 2. Safety Clause. The Board of Aldermen hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 9th day of December, 2015.

_______________________________
David D. Spellman, Mayor

ATTEST:

________________________________
Melissa A. Greiner, City Clerk
SUBJECT: Approve Council Bill 44, an Ordinance Authorizing the execution of the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority regarding fleet maintenance services.

RECOMMENDATION:
If City Council chooses to approve Council Bill 44, an Ordinance authorizing the execution of the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority, the recommended motion is as follows: “Approve Council Bill 44, an Ordinance Authorizing the execution of the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority regarding fleet maintenance services”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City provides fleet maintenance for the Gilpin Ambulance Authority. The Authority utilizes the City Fleet Maintenance Department for all of their service as it is convenient and more cost effective. An informal survey of in town shops was conducted to verify our hourly rate was competitive. The Fleet rate is set this year at $96/hour billed in full one hour increments. All parts are invoiced to the Authority at cost.

FUNDING SOURCE: 010-3103-431-47-12 Gilpin Ambulance Repairs

WORKSHOP DATE: December 9, 2015

ORIGINATED BY: Tom Isbester

STAFF PERSON RESPONSIBLE: Tom Isbester/Steve Jackson

PROJECT COMPLETION DATE: December 31, 2016

DOCUMENTS ATTACHED:

CITY ATTORNEY REVIEW: [ ]Yes [ ]No [ ]N/A INITIALS__________

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director

Jack D. Lewis, City Manager
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this _______ day of __________, 2015, by and between the CITY OF BLACK HAWK, a home rule municipality of the State of Colorado ("Black Hawk"), and Gilpin Ambulance Authority, a body corporate and politic of the State of Colorado (the "Authority").

WITNESSETH

WHEREAS, the Authority desires to have maintenance service available from Black Hawk to assist in providing ambulance services;

WHEREAS, Black Hawk has a maintenance facility (the “Shop”), and has a staff of mechanics to provide maintenance services for Black Hawk vehicles; and

WHEREAS, Black Hawk is willing to make the Shop and staff of mechanics available to the Authority to provide maintenance services for vehicles used by the Authority, all subject to the terms and conditions herein below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. Scope of Work and Consideration.

   a. Black Hawk shall furnish all labor, materials, equipment and maintenance necessary to service the Authority's vehicles, as the same are identified by the Authority from time to time (the "Authority's Vehicles"). In consideration for servicing the Authority's Vehicles, the Authority shall pay Black Hawk at a rate of Ninety Six Dollars ($96.00) per hour billed in full one hour increments for labor and associated administrative costs, plus reimbursement for the actual cost of parts.

   b. Black Hawk shall perform the basic service functions identified in Exhibit A, attached hereto and incorporated herein by this reference (the "Maintenance Services"). The hours of operation of the staff of mechanics shall typically be Monday through Friday from 7:00 a.m. until 3:30 p.m., excluding City of Black Hawk holidays.

2. Use of Personnel. Black Hawk shall employ a full time staff of mechanics to provide vehicle maintenance services at the Shop. The staff of mechanics shall make themselves available, as needed, following maintenance of Black Hawk vehicles, for maintenance and repair of the Authority’s vehicles as more particularly set forth in Section 4.c. of this Agreement.

3. Personnel are Black Hawk Employees. The staff of mechanics shall at all times be Black Hawk employees. Black Hawk shall pay all insurance, worker’s compensation, and other Black Hawk benefits to such employees. The staff of mechanic’s shall be under the supervision and control of Black Hawk. The Authority shall report performance problems to the Public Works Director.
4. **City Liaisons; Priority of Work.**

   a. The Authority and Black Hawk shall each establish one (1) person to be the liaison between the Authority and Black Hawk regarding the services required pursuant to Section 1 of this Agreement. The liaisons shall communicate directly with each other regarding necessary work pursuant to this Agreement. The Authority hereby identifies its liaison as its Executive Director. Black Hawk hereby identifies its liaison to be its Fleet Maintenance Supervisor.

   b. The Authority shall be responsible for bringing the vehicle to Black Hawk's maintenance facility and picking the vehicle up from Black Hawk's facility when the Maintenance Services have been completed. The Authority's liaison shall further be responsible for making an appointment for service, which appointment shall include the work needed and the Authority's desired time frame for completion of the work. There is no guarantee that indoor storage of vehicles will be available or provided when the vehicles are delivered to Black Hawk's facility for maintenance. In the event the Black Hawk shop is unable to provide the indoor storage of vehicles, Black Hawk's liaison shall make reasonable efforts to notify the Authority's representative that indoor storage is not available. The Authority shall ensure that all items subject to freezing have been removed from the vehicle when it is delivered.

   c. Black Hawk shall use its best efforts to complete work under this agreement in a timely manner. However, Black Hawk vehicles shall have priority over the Authority's Vehicles for which Maintenance Services are performed pursuant to this Agreement. Moreover, Black Hawk's liaison shall determine the priority of servicing all vehicles at his sole discretion. The Authority may identify if it deems work to be in the nature of an emergency, and Black Hawk shall use its best efforts to complete any such work as quickly as practicable under the circumstances.

   d. For purposes of inventory control, Black Hawk shall be solely responsible for obtaining any necessary parts (including tires) to perform the Fleet Maintenance Services. The Authority shall not order any parts separately for Maintenance Services. All parts removed (including tires) shall remain the property of the City of Black Hawk and shall be disposed of in a manner consistent with other similar parts.

   e. The Authority's liaison shall be responsible for notifying Black Hawk's liaison of any hazardous materials not evident from the nature of the services being provided pursuant to this Agreement, including, by way of example, blood, urine, or other materials not used in the standard functioning and maintenance of an ambulance.

5. **Shop; Maintenance; Utilities.** Black Hawk shall maintain the Shop and shall pay for such utilities (such as heat, power, and water) as may be required under such lease at no cost to the Authority. Black Hawk shall acquire and maintain all permits or approvals required for the Shop. Black Hawk shall handle hazardous materials and dispose of hazardous wastes from the Shop in compliance with applicable law.

6. **Tools and Special Tools.** Black Hawk shall provide all tools and equipment...
needed for Maintenance Services for the Shop at Black Hawk's expense. The staff of mechanics may use such tools and equipment for maintenance of the Authority’s Vehicles.

7. **Extraordinary Maintenance.** In the event maintenance services are required for the Authority’s Vehicles that cannot be completed in the Shop by the staff of mechanics in the desired time frame either because they are not identified in Exhibit A, or due to other shop priorities the Authority and the City shall determine by mutual consent how best to provide such services outside the scope of this Agreement. The City liaison will make reasonable efforts to contact the Authority representative prior to sending the vehicle to an outside facility. In the event that maintenance of the Authority's vehicles results in unusual quantities, forms, or compositions of hazardous materials or wastes that may result in unusual costs for disposal or treatment, the City shall if practicable consult with the Authority prior to treatment or disposal. If Black Hawk incurs such costs on the Authority’s behalf, the Authority shall pay such extraordinary costs to Black Hawk in the month following the month in which the cost is billed to the Authority by Black Hawk.

8. **Date of Commencement.** This Agreement shall commence on January 1, 2016.

9. **Payment Schedule.** Black Hawk shall provide the Authority with an invoice for payment on the fifth day of each month for the previous month’s services, and the Authority shall remit the monthly fee within ten (10) business days thereafter, unless the Authority’s regular monthly meeting occurs more than ten (10) business days after the date of the invoice, in which case the monthly fee shall be remitted within ten (10) business days after the Authority’s regular monthly meeting, and approval by the Board.

10. **Control.** All services provided under this Agreement shall be governed by the ordinances of the City of Black Hawk, unless otherwise specified in this Agreement. Management of Black Hawk’s employees shall rest exclusively with Black Hawk. Authority shall not attempt to directly or indirectly manage, discipline or direct employees of Black Hawk. In the event of substandard performance of an employee or agent of Black Hawk, Authority may demand forthwith correction of the problem.

11. **Term and Renewal.**
   a. The initial term of this Agreement shall be through and until December 31, 2016.
   b. The parties have the mutual option to renew this Agreement on the same terms and conditions for unlimited one-year terms.

12. **Termination.** This Agreement may be terminated without cause by either party for any reason by giving the other party written notice at least forty-five (45) days in advance of the termination date. If this Agreement is so terminated, Black Hawk will be paid for all services rendered up to the date of termination.

13. **Compliance with Laws; No Warranty.**
a. Black Hawk shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes (including procurement of required permits or certificates) in Black Hawk’s performance hereunder, irrespective of whether a specification is furnished. This includes any applicable state or local law, rule or regulation affecting safety and health. If materials, services, or containers furnished are required to be constructed, packaged, labeled, or registered in a prescribed manner, Black Hawk shall comply with federal law and, in addition, with applicable state or local law.

b. No warranties are provided by Black Hawk pursuant to this Agreement. Black Hawk shall perform its services with care, skill, and diligence. However, the Authority specifically waives any claims it may have against Black Hawk, except claims arising out of gross negligence by Black Hawk, or its employees.

14. Indemnification. To the extent permitted by law, each party hereto agrees to indemnify, hold harmless and defend all other parties hereto, their agents, assigns, employees, officers, and officials from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of claims made by a third party and which are caused directly and solely by the Indemnifying Party or its personnel, regardless of where such claim arose. No party hereto shall be responsible for indemnifying the other party from and against willful and wanton misconduct arising hereunder.

15. Insurance.

a. Each party hereto agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by it pursuant to Section 14, above. More specifically, the parties hereto shall procure and maintain the minimum insurance coverage listed in subsection b. below. Such coverage shall be procured and maintained with forms and insurers acceptable to Black Hawk and the Authority. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the parties pursuant to Section 14, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

b. The parties hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage worker's compensation and, if applicable, emergency medical service professional liability with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall contain a severability of interests provision. The Authority's policy required by this Section 15 shall be endorsed to include the other’s officers and employees as additional insured’s. Every such policy required above shall be primary insurance. No additional insured endorsement to the policy required by this Section 15 shall contain any exclusion for bodily injury or property damage arising from completed operations.
c. The certificate of insurance provided by each party shall be completed by the other party as evidence that a policy or policies providing the required coverage, conditions, and minimum limits is in full force and effect, and shall be reviewed and approved by the other party. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the other party. The completed certificate of insurance shall be sent to:

City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422  
Attn: Director of Public Works

d. Failure on the part of either party to procure or maintain a policy or policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of agreement upon which the other party may immediately terminate this Agreement, or at its discretion, the non-breaching party may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the non-breaching party shall be repaid by the other upon demand.

e. Both parties reserve the right to request and receive a certified copy of any policy and any endorsement thereto.

f. Black Hawk and the Authority further understand and agree that Black Hawk and the Authority, their officers, and their employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars ($150,000) per person and six hundred thousand dollars ($600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to Black Hawk and the Authority, their officers, their employees, or agents.

16. Notices. Any notices or demand under which the terms of this agreement and under any statute must or may be given or made by the Black Hawk or Authority shall be in writing and shall be given or made by personal service, telegram, first class mail, or by certified or registered mail to the parties:

City of Black Hawk  
P.O. Box 68  
201 Selak  
Black Hawk, CO 80422

Gilpin Ambulance Authority  
P.O. Box 638  
Black Hawk, CO 80422
17. **Severability.** In the event any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner, the legality of the remaining provisions of this Agreement, and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

18. **Jurisdiction.** This Agreement is made in and subject to the laws of the State of Colorado. Any disputes shall be brought in the District Court in and for the County of Gilpin, State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

CITY OF BLACK HAWK, COLORADO

____________________________
David D. Spellman, Mayor

ATTEST:

____________________________
Melissa A. Greiner, City Clerk

GILPIN AMBULANCE AUTHORITY

____________________________
Buddy Schmalz, President

ATTEST:
EXHIBIT A
FLEET MAINTENANCE SERVICE

1) Lube, Oil and filter changes
2) Tire repair and Tire replacement and balancing
3) Brake repairs
4) Tune-ups
5) Replacement of belts and hoses
6) Fuel injection cleaning
7) Replacement of starters and alternators
8) Minor exhaust repairs
9) Head light, tail light, and emergency equipment repairs or replacement
10) Cooling system repairs including water pumps, heater cores, radiators
11) Suspension repairs, springs, struts, shocks, ball joints, tie rod ends, etc.
12) Vehicle chassis electrical system
13) Hydraulic repairs or replacements
14) Radio repairs
15) Welding and Machine work
16) Bumpers Front and rear replacements
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Gysin & Co Insurance
PO Box 1000
Evergreen, CO 80437
Phone (303) 674-6688 Fax (303) 670-1760

CONTACT
NAME:
PHONE: (303) 674-6688
FAX: (303) 670-1760
EMAIL: susan@gysinin.com

INSURER/INSURERS AFFORDING COVERAGE

NMC #
INSURER A: AMERICAN ALTERNATIVE INSURANCE

COVERAGES
CERTIFICATE NUMBER:

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

<table>
<thead>
<tr>
<th>INS UR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL INSR.</th>
<th>ADJUST W/O</th>
<th>POLICY NUMBER</th>
<th>POLICY DED</th>
<th>POLICY LIMIT</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td>VFIS-TR-2084301-05</td>
<td>01/01/2015</td>
<td>01/01/2016</td>
<td>1,000,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>GENL.AGREGATE LIMIT APPLIES PER:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>POLICY</td>
<td>PRO-</td>
<td>LOC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>ALL OWNED</td>
<td>SCHEDULED</td>
<td>01/01/2015</td>
<td>01/01/2016</td>
<td>1,000,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NONOWNED</td>
<td>AUTOS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HIRENED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>EXCESS LIAB</td>
<td>EXCESS LIAB</td>
<td>OCCUR</td>
<td>CLAIMS-MADE</td>
<td>01/01/2015</td>
<td>01/01/2016</td>
<td>1,000,000.00</td>
</tr>
<tr>
<td></td>
<td>WORKERS COMPENSATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>AND EMPLOYERS' LIABILITY</td>
<td>ANY PROPRIETOR/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Mandatory is N)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>If yes, describe under</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>DESCRIPTION OF OPERATIONS below</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
CITY OF BLACKHAWK
P O BOX 68
BLACKHAWK, CO 80422

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

142 of 813
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Pinnacol Assurance
7501 E Lowry Blvd
Denver, CO 80230-7006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Gilpin Ambulance Authority
416 Gregory St
Black Hawk, CO 80422

INSURERS AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>NAIC#</th>
</tr>
</thead>
<tbody>
<tr>
<td>41190</td>
</tr>
</tbody>
</table>

COVERAGES

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

INSR LTR ACOL (NAM) TYPE OF INSURANCE POLICY NUMBER POLICY EFFECTIVE DATE (MM/DD/YYYY) POLICY EXPIRATION DATE (MM/DD/YYYY) LIMITS

GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY

CLAIMS MADE OCCUR

GENERAL AGGREGATE LIMIT APPLIES PER:

POLICY PROJECT LOC

AUTOMOBILE LIABILITY

ANY AUTO

ALL OWNED AUTOS

SCHEDULED AUTOS

HIRED AUTOS

NON-OWNED AUTOS

GARAGE LIABILITY

ANY AUTO

EXCESS/UMBRELLA LIABILITY

OCCUR CLAIMS MADE

DEDUCTIBLE RETENTION $-

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

If yes, please describe under SPECIAL PROVISIONS below

4136451 01/01/2015 01/01/2016

X WC STATUTORY OTHER TOBY LIMITS

E. L. EACH ACCIDENT $100,000

E. L. DISEASE - CIA EMPLOYEE $100,000

E. L. DISEASE - POLICY LIMIT $500,000

OTHER

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

1582890 City of Black Hawk
P O Box 68
Black Hawk, CO 80422

CANCELATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michelle Madrid-Kneebone
Underwriter

ACORD CORPORATION 1988

ACORD 25(2001/08)
RESOLUTION 74-2015
A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR IMPROVEMENTS AT 137A CLEAR CREEK STREET
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 74-2015

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF
APPROPRIATENESS FOR EXTERIOR IMPROVEMENTS AT 137A
CLEAR CREEK STREET

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE
CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby determines to approve the Certificate of
Appropriateness for exterior improvements at 137A Clear Creek Street, upon satisfaction of the
following condition:

All applicable permits including building permits and electrical permits are to be obtained
before work commences

RESOLVED AND PASSED this 9th day of December, 2015.

____________________________________________
David D. Spellman, Mayor

ATTEST:

____________________________________________
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Certificate of Appropriateness – Convenience Store Tenant Entrance – Clear Creek Commons – 137A Clear Creek Street (P-15-25)

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen: MOTION TO APPROVE Resolution No.74-2015, a resolution approving a Certificate of Appropriateness for the proposed improvements to the Clear Creek Commons building, with the following condition:
1. All applicable permits; building, electrical, temporary use, street and sidewalk closure must be obtained prior to beginning construction.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk received an application on November 2, 2015 for a Certificate of Appropriateness for modifications to the commercial business structure located at 137 Clear Creek Street in Black Hawk. The structure, commonly known as the “Clear Creek Commons”, currently houses Beacon Integrated Technologies and the BH/CC Sanitation District on the upper floor and the Mountain Mocha coffee shop on the lower floor. The United States Postal Service Black Hawk branch is in a separate building to the west. The western most tenant space of Clear Creek Commons (formally the Credit Union of the Rockies) will house a future/proposed convenience store. The subject tenant space at this location (137A Clear Creek Street) is limited to an internal access located through the main entrance to the Clear Creek Commons building; there is no direct exterior entrance to the tenant space. The proposed renovations will create a new exterior entrance/doorway to 137A Clear Creek Street space off of the front façade to accommodate the future convenience store.

Attached to this request is a staff report summary related to the proposed improvements to the Clear Creek Commons structure. Staff has determined that the submittal is in compliance and recommends that a Certificate of Appropriateness be approved.

AGENDA DATE: December 9, 2015
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [X]Yes [ ]No
Cynthia Linker, CPD
Vincent Harris, Baseline Corporation

STAFF PERSON RESPONSIBLE: Resolution No. 74-2015; Staff Report; Land Use Development Application; Elevation Drawings

[ ]Yes [X]No
[ ]Yes [X]N/A

DOCUMENTS ATTACHED:

RECORD:
CITY ATTORNEY REVIEW: [ ]Yes [X]No
SUBMITTED BY: [X]Yes [ ]No

Vince Harris, Baseline Corporation

11/24/2015

REVIEWED BY:
Jack D. Lewis, City Manager
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a Certificate of Appropriateness for a new entrance on the 1st floor of the Black Hawk Commercial Building, located on property described in Exhibit A and generally located at 137A Clear Creek Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, December 9, 2015 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner
City Clerk

Exhibit A

137A Clear Creek Street –

S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 011 Lot: 002A IN ORDINANCE 2004-24 RECPT#124775 FORMERLY LOTS (PT) 5,6,7,8 & LOTS 9,10, 11,12 & PT OF HWY DESC RECPT#128259
STAFF REPORT: Certificate of Appropriateness
For: City Council
Project: 137A Clear Creek Street – Convenience Store Tenant Entrance
Property Address: 137A Clear Creek Street, Black Hawk, CO 80422
Applicants: Bruce Ivins – 7373 E. Ellsworth Avenue, Denver, CO 80230
Zoning: Commercial Business Services (CBS)
Prepared by: Cory Miller, Baseline Corporation
Approved by: Vincent Harris, Baseline Corporation
Reviewed by: Cynthia Linker, CP&D Administrator

BACKGROUND:
Project Proposal:
The City of Black Hawk received an application on November 2, 2015 for a Certificate of Appropriateness for modifications to the commercial business structure located at 137 Clear Creek Street in Black Hawk. The structure, commonly known as the “Clear Creek Commons”, currently houses the BH/CC Sanitation District, Mountain Mocha coffee shop and Beacon Integrated Technologies. The United States Postal Service Black Hawk branch is in a separate building to the west. The western most tenant space of Clear Creek Commons (formally the Credit Union of the Rockies) will house a future/proposed convenience store. The subject tenant space at this location (137A Clear Creek Street) is limited to an internal access located through the main entrance to the Clear Creek Commons building; there is no direct exterior entrance to the tenant space. The proposed renovations will create a new exterior entrance/doorway to 137A Clear Creek Street space off of the front façade to accommodate the future convenience store.

Proposed Improvements:
*Image 1* below provides an artist’s rendition of the current (south facing) front façade of the Clear Creek Commons structure. Identified in red is a window opening that will be removed in order to create the proposed exterior entrance. The window will be replaced with a single wide glass-door entrance similar to what is present at the Mountain Mocha tenant space. In addition, stone columns will be installed at each side of the entrance to accentuate its location for customers. To add to this effect, additional roofline features in the form of a dormer element will be constructed above the proposed entrance door. Please see *Image 2* below for a conceptual sketch of the proposed improvements.
Image 1: Existing Elevation

Image 2: Proposed Improvements
Sec. 16-368: Any person seeking to renovate the exterior of, add to or construct a new building shall be subject to the following procedures. Any such renovation, construction or demolition shall be subject to the City’s design standards.

16-368 (3). Procedure to authorize the erection, construction, reconstruction, alterations to or demolition of improvements.

a. No building permit or site development plan shall be issued unless accompanied by a Certificate of Appropriateness (CofA) issued by the City Council for any of the following acts:
   1. Construction of a new building, structure or improvement;
   2. Alteration or reconstruction of, or addition to, the exterior of any improvement;
   3. Demolition of any improvement;
   4. Construction or erection of or addition to any improvement upon any land located within the City;

16-368 (3) f. Criteria for determining appropriateness of proposed erection, construction, reconstruction or alteration. In determining appropriateness of a proposed site plan or building permit for the erection, construction or alteration of a building, the HPC and the City Council shall consider the following:

1. All plans, drawings and photographs as may be submitted by the applicant;
   The applicant has submitted all required plans and building elevations.

2. Information presented at a public hearing held concerning the proposed work:
   The applicant will provide additional information at the City Council meeting if needed.

3. The purpose of this Chapter:
   The purpose of this Chapter is to ensure that all development and in this case, the new building entry, meet the design, development and zoning requirements of the City of Black Hawk. Staff finds the proposed development to be in fulfillment of all City of Black Hawk zoning and development standards.

4. Compliance with the ordinances of the City and the payment of all fees required by the ordinances of the City:
   The applicant has and will continue to pay all necessary fees required by the ordinances of the City.
5. The historical and architectural style, the general design, arrangement, texture, materials and color of the development, building or structure in question or its appurtenance fixtures; the relationship of such features to similar features of the other buildings within the City and the position of the building, structure, park or open space in relation to public right-of-way and to other buildings and structures in the City:

The proposed renovation will match or compliment the current design, materials, and colors of materials currently existing on site. Staff finds all proposed architectural features to be appropriate for the subject site.

6. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value:

The architecture of the building is compatible with the character promoted by the City and matches the design of the rest of the building.

7. The design standards for the City:

The proposed renovation has been reviewed against the Commercial Design Guidelines. The proposed construction of the new entry is in compliance with the design guidelines.

City of Black Hawk
Commercial Design Guidelines

Page 43
I. Alterations to Non-historic Buildings

a) When designing a remodeling project on a building with no historical architectural value, use existing historical architectural details found on other buildings within the City as a guide.

b) Do not reproduce or masquerade a non-historical building by applying historic appearing details, giving a false sense of history. The appearance of these buildings can be made more compatible with the existing historic context of Black Hawk by using simplified details and historical materials and colors in a contemporary way.

II. Additions to Non-historic Buildings

When additions to non-historic buildings are made, any concurrent remodeling of the original building must comply with all current building codes and new building guidelines in the design of architectural style, foundations, entrances, windows, doors and storefronts.
Depending on the district and the historical building type model, the following natural materials may be appropriate as primary building materials:

1. Vertical board and batten siding
2. Wood clapboard siding
3. Native stone
4. Brick
5. Sheet metal siding

Staff comment: Above are the applicable regulations and standards to review this application. As demonstrated in the proposed building elevation, a variety of the same materials are used on the building and are being ‘matched’ essentially in an exact manner as the other exterior entrance on the south façade of the same building to the east.

STAFF COMMENTS:
Staff, Black Hawk and Baseline Corporation, has evaluated the information provided by the applicant and architect, Bruce Ivins. The City of Black Hawk Municipal Code allows for exterior renovations of non-residential buildings with the approval of a Certificate of Appropriateness. Staff recommends that a Certificate of Appropriateness be granted. The proposed renovations are acceptable and meet the Design Guidelines for commercial uses adopted by the City of Black Hawk in the following manner:

- The proposed improvements match the existing architectural style of the Clear Creek Commons building. All proposed improvements duplicate features already present on the façade e.g. door materials, column design, and dormer design.
- The proposed design does not masquerade a non-historical building through application of historic-appearing details. It proposes improvements that match the existing Clear Creek Commons building, which applies historic type materials and colors in a contemporary way.
- The proposed materials are appropriate in accordance with the Commercial Design Guidelines.

In summary, Staff recommends that a Certificate of Appropriateness for exterior building and entryway door enhancements be granted subject to the following condition:

1. All applicable permits; building, electrical, temporary use, street and sidewalk closure must be obtained prior to beginning construction.

FINDINGS:
City Council may approve, conditionally approve, or deny a Certificate of Appropriateness. To support this proposal, the following findings can be used:

The proposed Clear Creek Commons exterior renovations and improvements increase the visual and physical quality of the building’s façade beyond what is present on the façade today. For example, additional roofline accents (dormer) and matching doorway will create an even looking façade from the south. The additional columns will add to the colonnade effect already present. The proposal meets the intent of the criteria outlined in Section 16-368 of the Municipal Code and those found in Black Hawk’s Commercial Design Guidelines as noted and evaluated in this staff report.
RECOMMENDATION:
MOTION TO APPROVE Resolution No.74-2015, a resolution approving a Certificate of Appropriateness for the proposed improvements to the Clear Creek Commons building, with the following condition:

1. All applicable permits; building, electrical, temporary use, street and sidewalk closure must be obtained prior to beginning construction.

ATTACHMENTS:
1. Land Development Application Form
2. Applicant’s Submittal Sketches
Applicant’s Submittal
City of Black Hawk
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 Fax: 303-582-2239

DATE: 10-30-15
APPLICANT NAME: BRUCE IVINS
APPLICANT ADDRESS: 7373 E. ELLSWORTH AVE. DENVER, CO 80230
APPLICANT MAILING ADDRESS: SAME AS ABOVE
APPLICANT CONTACT NUMBER: 303-829-0308 EMAIL ADDRESS: ivinsdesign@comcast.net

PROPERTY OWNER NAME: CITY OF BLACK HAWK
PROPERTY OWNER ADDRESS: 201 SELAK ST. BLACK HAWK, CO 80422
PROPERTY OWNER MAILING ADDRESS: SAME AS ABOVE
PROPERTY OWNER CONTACT NUMBER: 303-582-2283 EMAIL ADDRESS: hhilis@cityofblackhawk.org

PROJECT NAME: CONVENIENCE STORE TENANT FINISH
PROJECT ADDRESS: 135 CLEAR CREEK ST. BLACK HAWK, CO 80422
PROJECT DESCRIPTION: RENOVATION OF TENANT SPACE WITH NEW ENTRANCE CANOPY

IS PROPERTY WITHIN CITY LIMITS: YES ☑ NO ☐
PRESENT ZONING: FPD CURRENT USE: B - BUSINESS

NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): 
NAME OF EXISTING SUBDIVISION PLAN (IF APPLICABLE):
GILPIN COUNTY ASSESSOR’S I.D. NO.(S): EXISTING PROPERTY SIZE: _______ ACRES/SQ.FEET
(PLEASE ATTACH A COPY OF SURVEY/PLAT.)
EXISTING BUILDING SIZE: _______ SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: _______

PLEASE READ and ACKNOWLEDGE THE FOLLOWING
FOR INFORMATIONAL PURPOSES, SECTION 16-370 OF THE BLACK HAWK MUNICIPAL CODE
ESTABLISHES THE REQUIREMENT FOR APPLICANTS TO PAY FEES TO COVER THE COSTS THE CITY
MAY INCUR BY HAVING THE CITY APPROVED CONSULTANTS EVALUATE AND PROCESS
APPLICATIONS. IF YOU HAVE ANY QUESTIONS RELATED TO THIS, PLEASE CONTACT COMMUNITY
PLANNING AND DEVELOPMENT FOR CLARIFICATION.

APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:
I, as the applicant, hereby certify that to the best of my knowledge and believe, all information supplied with this application
is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be
accomplished, has been granted. Permission is also hereby granted to the City of Black Hawk staff and their consultants to
physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In
addition, I have read and understand Section 16-370 of the Black Hawk Municipal Code and by signing this application I am
agreeing that I am authorized to sign on behalf of the property owner, or business-owner, or applicant and commit and agree
to the payment of any and all fees associated with processing this application and further agree to pay City of Black Hawk
invoices associated with the processing of this application.

SIGNATURE OF APPLICANT: [Signature]
DATE: 11-2-2015
RESOLUTION 75-2015
A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE POLICE ANNEX EMERGENCY OPERATIONS CENTER LOCATED AT 911 MINERS MESA ROAD
Resolution No. 75-2015

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE POLICE ANNEX EMERGENCY OPERATIONS CENTER LOCATED AT 911 MINERS MESA ROAD

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby determines to approve the Certificate of Appropriateness for the Police Annex Emergency Operations Center located at 911 Miners Mesa Road, upon satisfaction of the following condition:

All applicable permits including building permits and electrical permits are to be obtained before work commences

RESOLVED AND PASSED this 9th day of December, 2015.

_________________________________________
David D. Spellman, Mayor

ATTEST:

_________________________________________
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Certificate of Appropriateness - Police Annex/Emergency Operations Center – 911 Miners Mesa Road (P-15-23)

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen: MOTION TO APPROVE Resolution No. 75-2015, a Resolution approving a Certificate of Appropriateness for the proposed Police Annex/Emergency Operations Center building, with the following condition:

1. All applicable permits including building permits, electrical permits, temporary use permit and street or sidewalk closures permits are to be obtained before work commences.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk received an application on November 3, 2015 for a Certificate of Appropriateness (CoA) for a newly proposed City-owned property to be located near 987 Miners Mesa Road, collectively known as the Miners Mesa Complex”. This project proposes construction of a new Police Annex and Emergency Operations Center (EOC) building to serve as an emergency operations center and storage area. The new building will be addressed as 911 Miners Mesa Road. Attached to this staff report is a copy of the proposed elevations and a site plan showing the location of the new building. Staff has determined that the submittal is in compliance and recommends that a Certificate of Appropriateness be approved.

AGENDA DATE: December 9, 2015
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No
STAFF PERSON RESPONSIBLE: Cynthia Linker, CPD
Vincent Harris, Baseline Corporation

DOCUMENTS ATTACHED:
Resolution No. 75; Staff Report; Land Use Development Application; Site Plan, Elevation Drawings

RECORD: [ ]Yes [ X ]No
CITY ATTORNEY REVIEW: [ ]Yes [ X ]No
[ ]Yes [ X ]N/A

SUBMITTED BY: 11/24/2015
Vince Harris, Baseline Corporation

REVIEWED BY: 
Jack D. Lewis, City Manager
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a Certificate of Appropriateness for a new Police Annex/Emergency Operations Center on Miners Mesa, located on property described in Exhibit A and generally located at 911 Miners Mesa Road, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, December 9, 2015 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner
City Clerk
EXHIBIT A

DESCRIPTION:

A RESUBDIVISION OF LOT 2, BLOCK 1, MINERS' MESA SUBDIVISION FILING NO. 2, RECORDED AT RECEPTION NUMBER 130344 AND LOT 2, BLOCK 1, MINERS' MESA SUBDIVISION FILING NO. 3, RECORDED AT RECEPTION NUMBER 132292, LOCATED WITHIN THE SOUTH HALF OF SECTION 7, THE NORTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST, AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 7, BEING THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 1, MINERS' MESA SUBDIVISION FILING NO. 3, WHENCE THE SOUTHWEST CORNER OF SAID SECTION IS ASSUMED TO BEAR N 89°07'56" W, 3189.57 FEET, WITH ALL BearingS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG THE PERIMETER BOUNDARY OF SAID MINERS' MESA SUBDIVISIONS FILING NO. 2 AND 3, S 00°43'40'' E, 627.36 FEET; THENCE S 21°11'02'' E, 80.74 FEET; THENCE N 08°30'00'' E, 318.31 FEET; THENCE S 22°10'00'' E, 61.59 FEET; THENCE S 67°50'00'' W, 191.40 FEET; THENCE S 19°14'00'' E, 101.14 FEET; THENCE S 64°28'00'' W, 82.20 FEET; THENCE S 25°00'00'' W, 63.43 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 129.92 FEET, HAVING A RADIUS OF 440.16 FEET, A CENTRAL ANGLE OF 16°54'43'' AND WHICH CHORD BEARS N 87°21'36'' W, 129.45 FEET; THENCE N 78°34'15'' W, 180.93 FEET; THENCE S 11°03'33'' W, 103.00 FEET; THENCE S 78°34'15'' W, 180.87 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 101.53 FEET, HAVING A RADIUS OF 540.16 FEET, A CENTRAL ANGLE OF 10°45'09'' AND WHICH CHORD BEARS S 84°17'19'' E, 101.38 FEET; THENCE S 25°00'00'' W, 123.62 FEET; THENCE S 48°59'00'' W, 265.56 FEET; THENCE N 89°24'55'' W, 80.13 FEET; THENCE N 31°43'30'' W, 23.14 FEET; THENCE N 89°53'30'' W, 112.47 FEET; THENCE S 50°23'44'' W, 29.28 FEET; THENCE N 83°49'34'' W, 52.75 FEET; THENCE N 28°33'00'' W, 20.36 FEET; THENCE N 90°00'00'' W, 167.44 FEET; THENCE S 63°22'30'' W, 36.21 FEET; THENCE N 89°38'25'' W, 77.58 FEET; THENCE N 50°26'38'' W, 82.08 FEET; THENCE S 59°33'37'' W, 66.89 FEET; THENCE N 89°38'25'' W, 166.40 FEET; THENCE N 00°23'52'' E, 17.08 FEET; THENCE S 87°59'17'' W, 405.04 FEET; THENCE N 39°00'00'' E, 1259.38 FEET; THENCE S 52°52'43'' E, 132.70 FEET; THENCE S 37°07'17'' E, 293.28 FEET; THENCE S 53°00'01'' E, 82.44 FEET; THENCE S 10°53'44'' W, 493.10 FEET; THENCE S 80°02'18'' E, 149.42 FEET; THENCE N 10°55'57'' E, 958.67 FEET; THENCE N 54°39'54'' W, 719.57 FEET; THENCE N 53°09'00'' W, 171.33 FEET; THENCE N 71°30'03'' E, 148.55 FEET; THENCE N 18°30'03'' W, 40.00 FEET; THENCE N 54°15'00'' E, 300.00 FEET;

THENCE DEPARTING SAID PERIMETER BOUNDARY AND CONTINUING ALONG THE COMMON LINE WITH LOTS 1 AND 2, BLOCK 1 OF SAID MINERS' MESA FILING NO. 3 THE FOLLOWING THREE (3) COURSES:

1. S 07°42'11'' W, 838.29 FEET;
2. THENCE S 06°00'00'' E, 900.00 FEET;
3. THENCE N 77°14'02'' E, 701.68 FEET TO THE POINT OF BEGINNING, CONTAINING 96.75 ACRES MORE OR LESS.

165 of 813
Staff Report
BACKGROUND:
The City of Black Hawk received an application on November 3, 2015 for a Certificate of Appropriateness (CofA) for a newly proposed City-owned property to be located near 987 Miners Mesa Road, collectively known as the Miners Mesa Complex”. This project proposes construction of a new Police Annex and Emergency Operations Center (EOC) building to serve as an emergency operations center and storage area. The new building will be addressed as 911 Miners Mesa Road. The application was submitted to the City of Black Hawk Community Development and Planning Department who will oversee the permitting of the proposed facility.

The intent of the CofA application as regulated by Sec. 16-368 of the City of Black Hawk Municipal Code is to ensure that all development and redevelopment is reviewed prior to construction, reconstruction, alterations or demolition. A CofA application requires Staff to review a proposed development for compliance with design and zoning standards and deem it acceptable for development and provide a recommendation to City Council.

The regulations for a CofA have been reviewed by Staff and comments are included below. Attached to this staff report are the CofA supporting documents and application. Excerpts from the supporting documents are included in the following graphics.

Existing and Proposed Facilities at Miners Mesa Complex
Proposed Police Annex/Emergency Operations Center – Perspective 1

Proposed Police Annex/Emergency Operations Center – Perspective 2
**APPLICABLE CITY OF BLACK HAWK REGULATIONS:**

Excerpts from:

*City of Black Hawk
  Municipal Code
  Chapter 16 - Zoning*

**16-361 Procedures and submittal requirements.**

All procedures and submittal requirements for a Certificate of Appropriateness have been reviewed by staff. All submittal requirements have been satisfied.

**Section 16-368:** Any person seeking to renovate the exterior of, add to or construct a new building shall be subject to the following procedures. Any such renovation, construction or demolition shall be subject to the City’s design standards.

**Sec. 16-368. City Council historic review process.** Any person seeking to renovate the exterior of, add to or construct a new building shall be subject to the following procedures. Any such renovation, construction or demolition shall be subject to the City’s design standards.

**16-368(3). Procedure to authorize the erection, construction, reconstruction, alterations to or demolition of improvements.**

a. No building permit or site development plan shall be issued unless accompanied by a Certificate of Appropriateness (CofA) issued by the City Council for any of the following acts:

1. Construction of a new building, structure or improvement;
2. Alteration or reconstruction of, or addition to, the exterior of any improvement;
3. Demolition of any improvement;
4. Construction or erection of or addition to any improvement upon any land located within the City;
5. Excavation requiring an excavation permit.

**16-368(3)(f): Criteria for determining appropriateness of erection, construction, reconstruction, alteration.** In determining the appropriateness of work (other than demolition) as proposed in an application for a site development plan or a building permit, the Board of Aldermen shall consider the following:

1. All plans, drawings and photographs as may be submitted by the applicant;
   The applicant has submitted all required plans and building elevations.

2. Information presented at a public hearing held concerning the proposed work:
   The applicant will provide additional information at the City Council meeting if needed.

3. The purpose of this Chapter:
   The purpose of this Chapter is to ensure that all development and in this case, the new development, meet the design, development and zoning requirements of the City of
Black Hawk. The proposed facility will expand on existing uses on site. Staff finds the proposed development to be in fulfillment of all City of Black Hawk zoning and development standards.

4. Compliance with the ordinances of the City and the payment of all fees required by the ordinances of the City:
The applicant has and will continue to pay all necessary fees required by the ordinances of the City.

5. The historical and architectural style, the general design, arrangement, texture, materials and color of the development, building or structure in question or its appurtenance fixtures; the relationship of such features to similar features of the other buildings within the City and the position of the building, structure, park or open space in relation to public right-of-way and to other buildings and structures in the City:
The proposed renovations will match or compliment the current design, materials, and colors of materials currently existing on site. Staff finds all proposed architectural features to be appropriate for the subject site.

6. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value:
The architecture of the building is compatible with the character promoted by the City and matches the design of other facilities that provide utility services. The proposed construction will not affect the aesthetic interest of other buildings currently located on site.

7. The design standards for the City:
The proposed renovation has been reviewed against the Commercial Design Guidelines for New Buildings. The proposed construction of the Police Annex/EOC is in compliance with the design guidelines.

City of Black Hawk
Commercial Design Guidelines

Section 5 – Building Design - Subsection C – New Buildings:
Staff comment: The proposed renovations have been reviewed against the Commercial Design Guidelines for New Buildings. Section 5 subsection c of the design guidelines provides standards for new buildings within the City of Black Hawk. The proposed construction of the Police Annex/EOC is in compliance with the design guidelines.
COMMENTS:
Staff, from Black Hawk and Baseline Corporation, has evaluated the information provided for the Police Annex/Emergency Operations Center (EOC). The City of Black Hawk Municipal Code allows for construction of new Police/EOC building with the approval of a Certificate of Appropriateness. The proposed facility expands upon a preexisting use and will offer the City an increased capacity to provide services to the community.

In summary, staff has determined that the submittal is in compliance and recommends that a Certificate of Appropriateness be approved, subject to the following condition:

1. All applicable permits including building permits, electrical permits, temporary use permit and street or sidewalk closures permits are to be obtained before work commences.

FINDINGS:
City Council may approve, conditionally approve, or deny this Certificate of Appropriateness. To support this proposal, the following findings can be used:

1. The proposed Police Annex/Emergency Operating Center will provide a significant asset to the City of Black Hawk as it continues to grow and expand. The proposal meets the criteria outlined in the City of Black Hawk Municipal Code as noted and evaluated in this staff report presented to City Council.

RECOMMENDATION:
Baseline Staff recommends City Council consider a MOTION TO APPROVE WITH ONE CONDITION a Certificate of Appropriateness for the Police Annex/Emergency Operation Center, as submitted. The proposed condition is as follows:

1. All applicable permits including building permits, electrical permits, temporary use permit and street or sidewalk closures permits are to be obtained before work commences.

Attachments:
1. Original Land Use Application
2. Site Plan
3. Proposed Building Elevation Renderings
Applicant’s Submittal
DATE: 11/3/15

APPLICANT NAME: Matt Reed

APPLICANT ADDRESS: 987 Miners Mesa Road, Black Hawk CO 80422

APPLICANT MAILING ADDRESS: P.O. Box 68, Black Hawk CO 80422

APPLICANT CONTACT NUMBER: (303) 582-2288

PROPERTY OWNER NAME: City of Black Hawk

PROPERTY OWNER ADDRESS: 201 Selak Street, Black Hawk CO 80422

PROPERTY OWNER MAILING ADDRESS: P.O. Box 68, Black Hawk CO 80422

PROPERTY OWNER CONTACT NUMBER: (303) 582-2288

PROJECT NAME: Police Annex/Emergency Operations Center

PROJECT ADDRESS: 911 Miners Mesa Road, Black Hawk CO 80422

PROJECT DESCRIPTION: New Building Consisting of an Emergency Operations Center, Locker Rooms, and Storage Areas

IS PROPERTY WITHIN CITY LIMITS: YES ☐ NO ☐

PRESENT ZONING: Public Facilities (PF)

CURRENT USE: Vacant

NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): Miners Mesa Subdivision Filing No. 4

GILPIN COUNTY ASSESSOR’S I.D. NO.(S): R011910

EXISTING PROPERTY SIZE: 41.74 ACRES

EXISTING BUILDING SIZE: N/A

PLEASE ATTACH A COPY OF SURVEY/PLAT.

EXISTING BUILDING SIZE: N/A

PLEASE READ and ACKNOWLEDGE THE FOLLOWING FOR INFORMATIONAL PURPOSES, SECTION 16-370 OF THE BLACK HAWK MUNICIPAL CODE ESTABLISHES THE REQUIREMENT FOR APPLICANTS TO PAY FEES TO COVER THE COSTS THE CITY MAY INCUR BY HAVING THE CITY APPROVED CONSULTANTS EVALUATE AND PROCESS APPLICATIONS. IF YOU HAVE ANY QUESTIONS RELATED TO THIS, PLEASE CONTACT COMMUNITY PLANNING AND DEVELOPMENT FOR CLARIFICATION.

APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:

I, as the applicant, hereby certify that to the best of my knowledge and believe, all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the City of Black Hawk staff and their consultants to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, I have read and understand Section 16-370 of the Black Hawk Municipal Code and by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner, or applicant and commit and agree to the payment of any and all fees associated with processing this application and further agree to pay City of Black Hawk invoices associated with the processing of this application.

SIGNATURE OF APPLICANT: [Signature]

DATE: 11-3-15
MINERS' MESA SUBDIVISION FILING NO. 4
MINOR SUBDIVISION PLAT
A RESUBDIVISION OF LOT 2, BLOCK 1, MINERS' MESA SUBDIVISION FILING NO. 3 AND LOT 2, BLOCK 1, MINERS' MESA SUBDIVISION FILING NO. 3, LOCATED WITHIN THE SOUTH HALF OF SECTION 7, THE NORTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 72 WEST AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERTIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO
SHEET 2 OF 2
COUNCIL BILL 45-2015
AN ORDINANCE
REPEALING AND
REENACTING SECTIONS
2-4 AND 2-5 OF THE
BLACK HAWK
MUNICIPAL CODE
REGARDING DEADLINES
FOR WRITE IN
CANDIDATE AFFIDAVITS
AND NOMINATION
PETITIONS
TITLE: AN ORDINANCE REPEALING AND REENACTING SECTIONS 2-4 AND 2-5 OF THE BLACK HAWK MUNICIPAL CODE REGARDING DEADLINES FOR WRITE IN CANDIDATE AFFIDAVITS AND NOMINATION PETITIONS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. Section 2-4 of the Black Hawk Municipal Code is repealed and reenacted to read as follows:

Sec. 2-4. Affidavit of intent for write-in candidates for municipal office.

(a) No write-in vote for any municipal office shall be counted unless an affidavit of intent has been filed with the City Clerk by the person whose name is written not later than sixty four (64) days before the day of the election; the affidavit of intent shall indicate that such person desires the office and is qualified to assume the duties of that office if elected.

(b) In the event that the only matter before the voters in an election is the election of persons to office, and if, at the close of business on the sixty third day before the election there are not more candidates than offices to be filled at such election, including candidates that have filed affidavits of intent pursuant to Subsection (a) above, the City Council may by resolution direct the City Clerk to cancel the election and declare the candidates elected to office.

Section 2. Section 2-5 of the Black Hawk Municipal Code is repealed and reenacted to read as follows:

Sec. 2-5. Nomination petitions; circulation; required signatures.

Nomination petitions for candidates for municipal office may be circulated and signed beginning on the ninety-first day and ending on the seventy first day prior to the day of election. Each petition shall be signed by registered electors as follows:
(a) Petitions for the nomination of a candidate for the office of Mayor or Alderman shall be signed by at least ten (10) registered electors with the City.

(b) Any registered elector residing in the City may sign an unlimited number of petitions for nomination of a candidate for the office of Mayor and Alderman

Section 3. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 9th day of December, 2015.

_______________________________
David D. Spellman, Mayor

ATTEST:

_______________________________
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Proposed Election Code Changes

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Council Bill 45, An Ordinance Repealing and Reenacting Sections 2-4 and 2-5 of the Black Hawk Municipal Code Regarding Deadlines for Write in Candidates Affidavits and Nomination Petitions

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The proposed minor revisions to the Black Hawk Municipal Code are required by 2015 amendments to Colorado law regarding elections.

AGENDA DATE: December 9, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Melissa A. Greiner

DOCUMENTS ATTACHED: N/A

RECORD: [ ]Yes [ X ]No

CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A

SUBMITTED BY: REVIEWED BY:

__________________________ __________________________________
Melissa A. Greiner Jack D. Lewis
City Clerk/Administrative Services Director City Manager
COUNCIL BILL 46-2015
AN ORDINANCE APPROVING
AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE
CITY OF BLACK HAWK AND
THE STATE OF COLORADO,
ACTING BY AND THROUGH
THE DEPARTMENT OF
PUBLIC HEALTH AND
ENVIRONMENT, REGARDING
THE NORTH CLEAR CREEK
WATER TREATMENT PLANT
TO BE CONSTRUCTED
ALONG STATE HIGHWAY 119
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB46
ORDINANCE NUMBER: 2015-46

TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, REGARDING THE NORTH CLEAR CREEK WATER TREATMENT PLANT TO BE CONSTRUCTED ALONG STATE HIGHWAY 119

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City of Black Hawk hereby approves the Intergovernmental Agreement between the City of Black Hawk and the State of Colorado, Acting By and Through the Department of Public Health and Environment, Regarding the North Clear Creek Water Treatment Plant to be Constructed along State Highway 119, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

Section 2. Safety Clause. The Board of Aldermen hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 9th day of December, 2015.

_______________________________
David D. Spellman, Mayor

ATTEST:

________________________________
Melissa A. Greiner, City Clerk
STATE OF COLORADO  
Department of Public Health and Environment  
Intergovernmental Agreement with the  
City of Black Hawk  

TABLE OF CONTENTS  
1. PARTIES ............................................................................................................................ 1  
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY ..................................................... 2  
3. RECITALS ........................................................................................................................... 2  
4. DEFINITIONS ...................................................................................................................... 2  
5. TERM .................................................................................................................................. 3  
6. STATEMENT OF WORK ...................................................................................................... 3  
7. PAYMENTS TO CITY ......................................................................................................... 4  
8. REPRESENTATIONS AND WARRANTIES ......................................................................... 5  
9. INSURANCE ......................................................................................................................... 6  
10. BREACH .............................................................................................................................. 7  
11. NOTICES AND REPRESENTATIVES .............................................................................. 7  
12. GOVERNMENTAL IMMUNITY .......................................................................................... 7  
13. GENERAL PROVISIONS ................................................................................................. 8  
14. COLORADO SPECIAL PROVISIONS .............................................................................. 10  
   EXHIBIT A Statement of Work  
   EXHIBIT B Proposed “Fourth Amended Application for Changes of Water Rights, Plan for Augmentation, and Conditional Appropriative Rights of Exchange” in Case No. 12CW303  
   EXHIBIT C Proposed “Findings and Ruling of the Referee and Decree of the Water Court” in Case No. 11CW282  
   EXHIBIT D LRE September 14, 2015 Letter with LRE Rates  

1. PARTIES  
This Intergovernmental Agreement (hereinafter called “Contract”) is entered into by and between the City of Black Hawk, 201 Selak Street, P.O. Box 68, Black Hawk, Colorado 80422 (hereinafter called “City” or “COBH”), and the STATE OF COLORADO acting by and through the Department of Public Health and Environment, 4300 Cherry Creek Drive South, Denver, Colorado 80246 (hereinafter called the “State” or “Department”). COBH and the State hereby agree to the following terms and conditions.
2. **EFFECTIVE DATE AND NOTICE OF NONLIABILITY**

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse COBH for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. **RECITALS**

   A. **Authority, Appropriation, and Approval**

   Department authority to enter into this Contract exists in § 25-1-101 et seq., C.R.S. and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. COBH authority to enter into this Contractor exists in Article I, Section 4, and Article VI, Section 1(1)(t) of the Home Rule Charter of the City of Black Hawk and in §29-1-201 et seq., C.R.S.

   B. **Consideration**

   The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

   C. **Purpose**

   The purpose of this Contract is to provide potable water and augmentation water for the Department’s proposed WTP to be constructed along SH 119 to allow continuous year-round operation. To achieve this purpose, and pursuant to the attached Statement of Work, COBH will augment its industrial water rights and any depletions attributable to the WTP as required by the water court decree in Case No. 12CW303 or any subsequent decree as agreed upon by the Parties.

   D. **References**

   All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. **DEFINITIONS**

The following terms as used herein shall be construed and interpreted as follows:

   A. “Contract” means this Contract, its terms and conditions, attached addenda, exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

   B. “CORA” means the Colorado Open Records Act.
C. Exhibits and other Attachments. The following documents are attached hereto and incorporated by reference herein:

**Exhibit A.** Statement of Work.


**Exhibit C.** Proposed “Findings and Ruling of the Referee and Decree of the Water Court” in Case No. 11CW282.

**Exhibit D.** LRE September 14, 2015 Letter with LRE Rates.

D. “GIA” means the Colorado Governmental Immunity Act.


F. “Party” means the State or City and Parties means both the State and City.

G. “SH” means State Highway.

H. “State Fiscal Year” means the twelve (12) month period beginning on July 1st of a year and ending on June 30th of the following year.

I. “Subcontractor” means third-parties, if any, engaged by the City to aid in performance of its obligations. For purposes of this Contract, “Subcontractor” shall include LRE.

J. “Work” means the tasks and activities the Parties are required to perform to fulfill their obligations under this Contract.

K. “WTP” means the North Clear Creek Water Treatment Plant to be constructed along SH 119 by the Department.

5. **TERM**

The Parties’ respective performances under this Contract shall commence on the Effective Date. This Contract shall remain in force so long as the WTP is operational, unless sooner terminated as specified elsewhere herein.

6. **STATEMENT OF WORK**

A. Completion of COBH Scope of Work

COBH shall complete its obligations as described in this Contract and the attached Statement of Work.

B. Completion of Department Scope of Work.

The Department shall complete its obligations as described in this Contract and the attached Statement of Work.

C. Future Amendments to Meet Contract Purpose are Allowed

The Parties may mutually agree to amend any future decree in Case No. 2012CW303 to allow for the WTP to be removed from such decree. Reasons for removing the WTP from existing decrees may include, but are not limited to, the
Department serving the WTP through other replacement plans, or legislation exempting water treatment processes from depletion replacement requirements.

7. **PAYMENTS TO CITY**

The State shall, in accordance with the provisions of this §7 and Exhibit A, Statement of Work, pay COBH in the amounts and using the methods set forth below:

A. **Maximum Amount**

The maximum amount payable under this Contract to COBH by the Department is shown in the following table, as determined by the Department from available funds. This amount shall only be increased by future written amendment of the Parties as provided in §13.G.i.

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-16</td>
<td>$31,500.00</td>
</tr>
<tr>
<td>2016-17</td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>Total for All State Fiscal Years</strong></td>
<td><strong>$34,500.00</strong></td>
</tr>
</tbody>
</table>

B. **Payment**

Payment pursuant to this Contract will be made as earned. No advanced payments are allowed under this Contract. COBH shall initiate any payment requests by submitting invoices with supporting documentation to the State in the form and manner prescribed by the State. COBH will submit invoices to the state within sixty (60) days of COBH being charged for any water court resume publication notice or engineering costs related to this Contract. As described in the attached Statement of Work, the Department’s payments for LRE Engineering Work are limited to the Lump Sum Fee price set out in Exhibit D. COBH’s expense in having LRE prepare Exhibit D is included in the LRE Rates and is part of the Maximum Amount in Section No. 7.A., above.

C. **Interest**

The State shall fully pay each invoice within forty-five (45) days of receipt thereof if the amount invoiced represents any actual water court resume publication notice and engineering costs incurred by COBH pursuant to the Statement of Work. Uncontested amounts not paid by the State within forty-five (45) days shall bear interest on the unpaid balance beginning on the forty-sixth (46th) day at a rate not to exceed one percent (1%) per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. COBH shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days’ interest to be paid and the interest rate.
D. Available Funds, Contingency, and Termination

The State is prohibited by law from making commitments beyond the term of the State’s current fiscal year. Therefore, COBH’s compensation beyond the State’s current fiscal year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used to fund this Contract, in whole or in part, the State’s performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds and the State’s liability for such payments shall be limited to the amount remaining of such available funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State or COBH may terminate this Contract immediately, in whole or in part, without further liability except for being responsible for payment for all work and costs incurred up to the time notice of the State’s termination is received by COBH.

8. REPRESENTATIONS AND WARRANTIES

The Parties makes the following specific representations and warranties.

A. Standard and Manner of Performance

The Parties shall perform their obligations hereunder in accordance with the highest standards of care, skill and diligence in their industry, trade, or profession and in the sequence and manner set forth in this Contract.

B. Legal Authority

The Parties warrants that they possess the legal authority to enter into this Contract and that they have taken all actions required by its procedures and/or applicable laws to exercise that authority, and to lawfully authorize their undersigned signatory to execute this Contract, or any part thereof, and to bind to its terms.

C. Licenses, Permits, Etc.

COBH represents and warrants that as of the Effective Date its Subcontractors have, and that at all times during the term hereof they shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits and other authorizations required by law to perform their obligations hereunder. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Subcontractor to properly perform the terms of this Contract is a material breach and constitutes grounds for termination of this Contract.

9. INSURANCE

COBH and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to COBH and the State.
A. COBH
   
i. Public Entity
   
   COBH is a “public entity” within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the “GIA”), and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. COBH shall show proof of such insurance satisfactory to the State, if requested by the State. COBH shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor’s liabilities under the GIA.

B. Subcontractors

COBH shall require each contract with Subcontractors other than those that are public entities, providing goods or services in connection with this Contract, to include insurance requirements substantially similar to the following:

i. Worker’s Compensation

   Worker’s Compensation Insurance as required by State statute, and Employer’s Liability Insurance covering all of Subcontractor’s employees acting within the course and scope of their employment.

ii. Professional Liability Insurance

   Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts with minimum limits as follows:

   a. $1,000,000 each occurrence: and
   b. $1,000,000 general aggregate.

i. Primacy of Coverage

   Coverage required of Subcontractor shall be primary over any insurance or self-insurance program carried by the Parties.

ii. Cancellation

   The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the Parties.
iii. Subrogation Waiver

All insurance policies in any way related to this Contract and secured and maintained by Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the Parties, their agencies, institutions, organizations, officers, agents, employees, and volunteers.

10. BREACH

In addition to any breaches specified in other sections of this Contract, the failure of the Parties to perform any of their material obligations hereunder in whole or in part, or in a timely or satisfactory manner, constitutes a breach.

11. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. Any notices required to be given hereunder or in the Statement of Work shall be hand delivered with receipt required, sent by certified or registered mail to such Party’s principal representative at the address set forth below, or by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

For the State: Mary Boardman
Department of Public Health and Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246
Mary.Boardman@state.co.us

For the City: Director of Public Works
City of Black Hawk
987 Miners Mesa Road
P.O. Box 68
Black Hawk, Colorado 80422
TIsbester@cityofblackhawk.org

12. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., and the risk management statutes, CRS §24-30-1501, et seq., as now or hereafter amended.
13. GENERAL PROVISIONS

A. No Assignment

The Parties’ and LRE’s rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted. Any attempt at assignment, transfer or subcontracting shall be void. All subcontracts or Subcontractors approved by the Contractor or the State are subject to all of the provisions hereof. COBH shall be solely responsible for all of the Work performed under this Contract, regardless of whether Subcontractors are used and for all aspects of subcontracting arrangements and performance. Copies of any and all subcontracts entered into by COBH to perform its obligations hereunder shall be in writing and submitted to the State upon request. Any and all subcontracts entered into by COBH related to its performance hereunder shall require the Subcontractor to perform in accordance with the terms and conditions of this Contract and to comply with all applicable federal and state laws. Any and all subcontracts shall include a provision that such subcontracts are governed by the laws of the State of Colorado.

B. Binding Effect

Except as otherwise provided in §13.A, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective heirs, legal representatives, and successors.

C. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties regarding the Work and all prior representations and understandings, oral or written, related to the Work are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Modification

i. By the Parties

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in
an amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments agreed to in writing by the Parties, shall conform to the policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein, and provided by the Department to COBH.

H. Order of Precedence

The provisions of this Contract shall govern the relationship of the State and COBH. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Colorado Special Provisions

ii. The provisions of the main body of this Contract

iii. Exhibit A, Statement of Work

iv. Exhibit D, LRE September 14, 2015 Letter with LRE Rates


vi. Exhibit C, Proposed “Findings and Ruling of the Referee and Decree of the Water Court” in Case No. 11CW282

I. Severability

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

J. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable.

K. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201, et seq.
L. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

M. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

N. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq. Public release pursuant to CORA is subject to exceptions stated in CRS §24-72-204, among other State statutes. Inspection may be denied to any person other than a “person of interest”, as defined in CORA, to records that constitute trade secrets and other confidential commercial or financial data as well as records protected under the common law governmental or “deliberative process” privilege if public disclosure is likely to stifle honest and frank discussion within the government.

O. Compliance with Applicable Law

The Parties shall at all times during the execution of this Contract strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Parties shall also require compliance with these statutes and regulations in subcontracts and subgrants permitted under this contract.

P. Force Majeure

Neither the City nor the State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure.” As used in this Contract, “force majeure” means: acts of God; acts of the public enemy; acts of the state and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather.

Q. All persons employed by COBH or Subcontractors to perform Work under this Contract shall be COBH’s or Subcontractors’ employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.
A. **CONTROLLER'S APPROVAL.** CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. **FUND AVAILABILITY.** CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **INDEPENDENT CONTRACTOR.** COBH shall perform its duties hereunder as an independent contractor and not as an employee. Neither COBH nor any agent or employee of COBH shall be deemed to be an agent or employee of the State. COBH and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for COBH or any of its agents or employees. Unemployment insurance benefits will be available to COBH and its employees and agents only if such coverage is made available by COBH or a third party. COBH shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. COBH shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. COBH shall be solely responsible for its acts and those of its employees and agents.

D. **COMPLIANCE WITH LAW.** COBH shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

E. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision set out in this § 14 in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

F. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. COBH hereby certifies and warrants that, during the term of this contract and any extensions, COBH has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that COBH is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract.
contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

G. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §24-18-201 and §24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. COBH has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of COBH’s services and COBH shall not employ any person having such known interests.
SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for City of Black Hawk hereby swear and affirm that they are authorized to act on the City’s behalf and acknowledge that the State is relying on their representations to that effect.

CITY OF BLACK HAWK

________________________________________
*Signature

Date: ________________________________

By: __________________________________
Name of Authorized Individual

Title: ________________________________
Official Title of Authorized Individual

LEGAL REVIEW

Corey Y. Hoffman, City Attorney

By: __________________________________
Signature – City Attorney

Date: ________________________________

STATE OF COLORADO

John W. Hickenlooper, Governor
Department of Public Health and Environment

Larry Wolk, MD, MSPH, Executive Director and Chief Medical Officer

By: __________________________________
Name of Authorized Individual

Date: ________________________________

By: Lisa McGovern, Director of Purchasing and Contracts, for the Executive Director

Signatory avers to the State Controller or delegate that the City of Black Hawk has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules

Date: 12.2.15

LEGAL REVIEW

Cynthia H. Coffman, Attorney General

By: __________________________________
Signature – Assistant Attorney General

Date: ________________________________

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. The City of Black Hawk is not authorized to begin performance until such time. If the City of Black Hawk begins performing prior thereto, the State of Colorado is not obligated to pay the City for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: __________________________________

Date: ________________________________
SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for City of Black Hawk hereby swear and affirm that they are authorized to act on the City’s behalf and acknowledge that the State is relying on their representations to that effect.

CITY OF BLACK HAWK

*Signature

Date: ______________________

By: ______________________
Name of Authorized Individual

Title: ______________________
Official Title of Authorized Individual

STATE OF COLORADO
John W. Hickenlooper, Governor
Department of Public Health and Environment

Larry Wolk, MD, MSPH, Executive Director and Chief Medical Officer

By: ______________________
By: Lisa McGovern, Director of Purchasing and Contracts, for the Executive Director

Signatory avers to the State Controller or delegate that the City of Black Hawk has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules

Date: ______________________

LEGAL REVIEW
Corey Y. Hoffman, City Attorney

By: ______________________
Signature – City Attorney

Date: ______________________

LEGAL REVIEW
Cynthia H. Coffman, Attorney General

By: ______________________
Signature - Assistant Attorney General

Date: 12/2/15

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. The City of Black Hawk is not authorized to begin performance until such time. If the City of Black Hawk begins performing prior thereto, the State of Colorado is not obligated to pay the City for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: ______________________

Date: ______________________

Page 13 of 13
EXHIBIT A

Statement of Work
STATEMENT OF WORK

This Statement of Work is an exhibit to the Intergovernmental Agreement (the “IGA”) between the State of Colorado, acting by and through the Department of Public Health and Environment (“Department”), and the City of Black Hawk (“COBH”). All defined terms in the IGA apply in this Statement of Work.

COBH’s Work

1. COBH shall amend its “Third Amended Application for Changes of Water Rights, Plan for Augmentation, and Conditional Appropriative Rights of Exchange” in Case No. 12CW303 to reflect edits shown in Exhibit B to the IGA. The purpose of such amendment is for COBH to augment, either directly or by exchange, all depletions from out-of-priority municipal diversions for industrial use at the Department’s water treatment plant and all depletions from out-of-priority diversions by the Department at the surface water diversion points described in Case No. 11CW282 so as to allow the water treatment plant to operate year-round without curtailment by State of Colorado water administration officials.

2. COBH agrees to pursue the application in 12CW303 in good faith and to make its best efforts to gain approval for the claims in the amended application.

3. COBH shall include the Department’s water treatment plant in its future substitute water supply plans under section 37-92-308, C.R.S., to augment, either directly or by exchange, all depletions from out-of-priority municipal diversions for industrial use at the Department’s water treatment plant and all depletions from out-of-priority diversions by the Department at the surface water diversion points described in Case No. 11CW282 so as to allow the water treatment plant to operate year-round without curtailment by water administration officials. This work item and the work item described in paragraph 1 above shall be collectively referred to as the “COBH Amendments.”

4. COBH shall not oppose the Department filing a statement of opposition in Case No. 12CW303 for the limited purpose of including augmentation of the depletions described in paragraph 1, above.

Department’s Work

5. The Department shall amend its “Findings and Ruling of the Referee and Decree of the Water Court” in Case No. 11CW282 to reflect the edits shown in Exhibit C to the IGA. The purpose of such an amendment is to withdraw the Department’s claim of no consumptive use at the WTP. This work item shall be referred to as the “Department Amendment.”

6. The Department shall make its best efforts to provide information and other support for the COBH Amendments.

7. If COBH applies to the Colorado Water Conservation Board for zero-interest or low-interest loans or grants to assist in funding the construction, operation, maintenance and repair of storage reservoirs, conveyance systems, and measurement devices as part of COBH’s integrated municipal system used to provide industrial water to the water treatment plant or to augment
the depletions described in paragraph 1. of COBH’s Work, the Department agrees to make reasonable efforts to support any such applications. To the extent the Department can differentiate or condition its support of an application upon successful resolution of areas addressed by other programs and reviewers within the Department, the Department agrees to do so. Such support may include but is not limited to writing letters of support, providing supporting documentation, attending meetings and/or testifying at hearings regarding such applications, as reasonably requested by COBH and as agency priorities, schedules and resources allow. However, nothing shall compel the Department to support water supply or storage projects that may irreconcilably conflict with other programmatic goals, statutory or regulatory responsibilities of the Department.

8. The Department agrees to support any COBH claim that COBH’s acceptance and implementation of this proposal will provide important environmental benefits that should be considered by any state or federal agency as environmental mitigation for any environmental impacts from the construction, operation, maintenance and repair of storage reservoirs, conveyance systems, and measurement devices as part of Black Hawk’s integrated municipal water supply system used to provide industrial water to the water treatment plant or to augment the depletions described in paragraph 1 of COBH’s Work. Such support may include but is not limited to writing letters of support, providing supporting documentation, attending meetings and/or testifying at hearings regarding such activities, as reasonably requested by Black Hawk and as agency priorities, schedules and resources allow. However, nothing shall compel the Department to support water supply or storage projects that may irreconcilably conflict with other programmatic goals, statutory or regulatory responsibilities of the Department. This work item and the work item described in paragraph 7 above shall be collectively referred to as the “Department Public Support.”

9. The Department agrees to reimburse COBH for its necessary and reasonable costs to publish notice of its amendment to Case No. 12CW303 pursuant to section 37-92-302, C.R.S., provided the amendment is solely to amend COBH’s application in the manner shown in Exhibit B to the IGA. To the extent COBH wishes to make additional changes to its application through that amendment, CDPHE agrees to pay a share of publication costs that is proportional to the changes attributable to the IGA. Requests for reimbursement shall be accompanied by documentation of itemized costs. The Department’s reimbursement of publication costs shall not exceed ten thousand dollars ($10,000). This work item shall be referred to as the “Department Notice Reimbursement.”

10. The Department agrees to reimburse COBH for necessary and reasonable engineering costs it incurs from LRE as a result of COBH’s amendment in Case No. 12CW303 pursuant to this Statement of Work and the IGA. Such work shall be referred to as the “LRE Amendment Work” and shall comprise the scope of services set out in Exhibit D to the IGA. The Department’s reimbursement will be paid based on the Lump Sum Fee shown in Exhibit D to the IGA. The Department’s reimbursement of engineering costs shall not exceed the “total budget estimate” of twenty-four thousand five hundred dollars ($24,500) shown in Exhibit D without written authorization by the Department. COBH will provide the Department with itemized LRE invoices showing LRE Amendment Work costs specifically related to amending Case No. 12CW303, including preparation of draft and final engineering reports and incorporating the COBH Amendments into COBH’s water accounting, with services documented and billed according to
percent completion of the project “tasks.” Costs other than services will be separately billed in each invoice. This work item shall be referred to as the “Department Engineering Reimbursement.”

11. The Department agrees to be solely responsible for the installation, operation and maintenance of measuring devices at the WTP or at its related facilities and stream diversion points as reasonably required by the State Engineer’s Office, the Water Commissioner or the Division Engineer for Water Division 1 or as otherwise reasonably necessary to record and report data in a format compatible with COBH’s accounting forms to COBH or its contractors to allow COBH to submit accounting for WTP operations and augmentation as may be required by the temporary water supply plan approvals and any decree entered in Case No. 12CW303.

Timeframe and Milestones for Work

1. Upon the Effective Date of the IGA, COBH will proceed with the COBH Amendments, and the Department will proceed with the Department Amendments.

2. If the Water Court denies COBH’s motion to amend the application in Case No. 12CW303 to include the COBH Amendments, then this agreement shall terminate as to the COBH Amendments, the Department Amendments, the Department Notice Reimbursement, and the LRE Amendment Work. In such event, the Department will pay any Department Engineering Reimbursement costs up to but not exceeding the cost reimbursement limits stated in IGA Section 7 that have accrued as of the date of the Court Order denying the motion to amend the application in Case No. 12CW303. The Department shall have no obligation to reimburse COBH for any costs incurred after entry of an order denying the motion to amend the application in Case No. 12CW303.

3. Upon the Effective Date of the IGA, COBH will direct LRE to commence the LRE Amendment Work. LRE will prepare a draft engineering report and proposed water accounting regarding the COBH Amendments. COBH and LRE will coordinate and communicate with the Department during preparation of the draft engineering report. COBH will allow the Department to review and comment on the draft engineering report.

4. If, upon review of the draft engineering report, the Department concludes that the COBH Amendments will not ensure the purpose of the IGA, namely to provide for water service and augmentation water sufficient for the WTP to operate continuously year-round, the Department may provide COBH written notice requesting that COBH withdraw or move to dismiss the new claims in the COBH Amendments and the Department may pursue other water court claims to allow the WTP to operate at times when the Department’s water rights for the WTP are out-of-priority. In this event, the Department will pay any Department Notice Reimbursement costs and any Department Engineering Reimbursement costs up to but not exceeding the cost reimbursement limits stated in paragraphs 9 and 10, above, that have accrued as of the receipt by COBH of the Department’s written notice to COBH pursuant to IGA Section 11. The Department shall have no obligation to reimburse COBH for any costs incurred after receipt of the Department’s written notice by COBH. Also in this event, COBH shall seek to withdraw or move to dismiss the claims in the COBH Amendments without prejudice.
Exhibit A to CDPHE – City of Black Hawk Intergovernmental Agreement

5. If, upon review of the draft engineering report, the Department concludes that the COBH Amendments will ensure the purpose of the IGA, COBH will direct LRE to prepare a final engineering report regarding the COBH Amendments. The Department will receive copies of, and may use and distribute, the final engineering report and all attachments, exhibits, drafts, and supporting documentation.

6. All COBH invoicing for Department Notice Reimbursement and for Department Engineering Reimbursement shall proceed as set out in IGA Section 7.

7. Upon receiving written notice from COBH that the appropriate conditions are triggered, the Department will proceed with Department Public Support. The Department’s obligation to take such action shall continue for the duration of the IGA, whose term is set out in IGA Section 5.
EXHIBIT B

Proposed “Fourth Amended Application for Changes of Water Rights, Plan for Augmentation, and Conditional Appropriative Rights of Exchange” in Case No. 12CW303
FOURTH AMENDED APPLICATION FOR CHANGES OF WATER RIGHTS, PLAN FOR AUGMENTATION, AND CONDITIONAL APPROPRIATIVE RIGHTS OF EXCHANGE

I. NAME, MAILING ADDRESS, E-MAIL ADDRESS AND TELEPHONE NUMBER OF APPLICANT:

The City of Black Hawk  
c/o Director of Public Works  
P.O. Box 68  
Black Hawk, Colorado  80422  
Telephone:  (303) 582-1324

Contact information for purposes of this application:

Harvey W. Curtis, Esq.  
Harvey W. Curtis & Associates  
8310 South Valley Highway, Suite 230  
Englewood, Colorado  80112  
hcurtis@curtis-law.com  
Telephone:  (303) 292-1144
II. CHANGES OF WATER RIGHTS. By this application, Applicant seeks to change the following water rights for the purposes as set forth below:

A. **Golden City and Ralston Creek Ditch a/k/a Church Ditch.** Applicant has acquired 112.9 inches in the Church Ditch which were not changed by Applicant’s decree in Case No. 94CW036, and Applicant has purchased an additional 1.8 Church Ditch inches. Therefore, a total of 114.7 Church Ditch inches are sought to be changed by this application. The historical consumptive use for 106.4 of these inches was previously quantified by Adolph Coors Company (now the Coors Brewing Company) by the decree in Consolidated Cases Nos. W-8036(75) and W-8256(76) and the decree in Case No. 99CW236, and need to be changed for use in Applicant’s municipal system. 8.3 of the Church Ditch inches which are the subject of this application have not previously been changed.

1. **Original decrees for 114.7 Church Ditch Inches:**

<table>
<thead>
<tr>
<th>Date Entered</th>
<th>Case No.</th>
<th>Court</th>
<th>Amount (c.f.s.)</th>
<th>Appropriation Date</th>
<th>Black Hawk's Proportionate Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>0.9</td>
<td>06/01/1862</td>
<td>0.0181</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>41.43</td>
<td>02/28/1865</td>
<td>0.8321</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>1.25</td>
<td>05/16/1865</td>
<td>0.0251</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>18.26</td>
<td>11/18/1877</td>
<td>0.3668</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>18.85</td>
<td>11/15/1878</td>
<td>0.3786</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>32.34</td>
<td>11/20/1881</td>
<td>0.6496</td>
</tr>
</tbody>
</table>

2. **Source:** Clear Creek.

3. **Decreed use:** Irrigation in original decrees. 105.4 inches in this application were previously changed in Consolidated Cases Nos. W-8036(75) and W-8256(76) to augmentation purposes. One inch in this application was previously changed in Case No. 99CW236 for use for agricultural and mechanical purposes, including drinking water, sanitation, fire protection, cooling, manufacturing and normal urban usage, storage purposes, exchange and augmentation purposes.

4. **Legal description of structures:** The headgate of the Church Ditch is located on the North bank of Clear Creek in the NW 1/4 of the NE 1/4 of Section 32, T.3 S., R.70 W., of the 6th P.M., at a point which is approximately 1,800 feet East and 1,000 feet South of the NE corner of said section, Jefferson County, Colorado. Exhibit A attached hereto and incorporated herein by
this reference, is a map showing the approximate location of historic use of the water rights to be
changed under this paragraph II.A.

B. **Farmers’ High Line Canal and Reservoir Company.** Applicant is the owner
of 1.15 shares in the Farmers’ High Line Canal and Reservoir Company which are the subject of this
application.

1. **Original Decrees for 1.15 Shares:**

<table>
<thead>
<tr>
<th>Date Entered</th>
<th>Case No.</th>
<th>Court</th>
<th>Amount (c.f.s.)</th>
<th>Appropriation Date</th>
<th>Black Hawk's Proportionate Share**</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>0.275</td>
<td>02/25/1860</td>
<td>0*</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>1.00</td>
<td>05/16/1860</td>
<td>0.0010</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>3.281</td>
<td>05/31/1860</td>
<td>0.0034</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>39.80</td>
<td>07/01/1860</td>
<td>0.0412</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>1.61</td>
<td>05/28/1863</td>
<td>0.0017</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>2.75</td>
<td>06/20/1863</td>
<td>0.0028</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>2.89</td>
<td>04/23/1863</td>
<td>0.0030</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>0.807</td>
<td>11/02/1865</td>
<td>0*</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>0.33</td>
<td>05/24/1870</td>
<td>0.0003</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>154.00</td>
<td>04/01/1872</td>
<td>0.1593</td>
</tr>
<tr>
<td>10/09/1895</td>
<td>21886</td>
<td>Arapahoe</td>
<td>191.00</td>
<td>04/01/1886</td>
<td>0.1976</td>
</tr>
<tr>
<td>10/09/1895</td>
<td>21886</td>
<td>Arapahoe</td>
<td>335.86</td>
<td>04/23/1895</td>
<td>0.3475</td>
</tr>
<tr>
<td>05/13/1936</td>
<td>60052</td>
<td>Denver</td>
<td>193.80 (Little Dry Creek)</td>
<td>04/01/1872</td>
<td>0.2005</td>
</tr>
<tr>
<td>05/13/1936</td>
<td>60052</td>
<td>Denver</td>
<td>60.00 (Ralston Creek)</td>
<td>04/01/1872</td>
<td>0.0621</td>
</tr>
<tr>
<td>05/13/1936</td>
<td>60052</td>
<td>Denver</td>
<td>465.00 (Leyden Creek)</td>
<td>07/12/1905</td>
<td>0.4811</td>
</tr>
</tbody>
</table>

*No pro rata interest in H.R. Brown contract rights.

** Black Hawk owns a total of 1.15 regular shares out of a total of 1,111.4238 outstanding shares,
consisting of 1,091.6133 shares of regular stock and 19.8105 shares of Class B stock.
2. **Source:** Clear Creek, Little Dry Creek, Ralston Creek, and Leyden Creek.

3. **Decreed use:** Irrigation.

4. **Legal description of structures:** The Clear Creek headgate of the Farmers High Line Canal is located in the NW1/4 SW1/4 of Section 27, Township 3 South, Range 70 West of the 6th P.M., Jefferson County, Colorado. The decreed point of diversion from Little Dry Creek a.k.a. Kelly Creek a.k.a. Van Bibber Creek is on the West or upper bank of the Farmers High Line Canal where it crosses Little Dry Creek in the NE1/4 of Section 13, T. 3 S., R. 70 W. of the 6th P.M., in Jefferson County, Colorado. The decreed point of diversion from Ralston Creek is on the north bank thereof at a point about 175 feet West of the point where the Farmers High Line Canal crosses Ralston Creek and near the center of the NW1/4 Section 1, T. 3 S., R. 70 W. of the 6th P.M., in Jefferson County, Colorado. The decreed point of diversion from Leyden Creek is on the West or upper bank of the Farmers High Line Canal where it crosses Leyden Creek below the embankment of Leyden Reservoir in the NE1/4 of Section 36, T. 2 S., R. 70 W. of the 6th P.M., in Jefferson County, Colorado. Exhibit B attached hereto and incorporated herein by this reference, is a map showing the approximate location of historic use of the water rights to be changed under this paragraph II.B.

C. **Agricultural Ditch and Reservoir Company.** By Order of the Court dated April 30, 2014, Applicant’s claim for a change of 6/40ths shares in the Agricultural Ditch and Reservoir Company was withdrawn from this matter.

D. **Manhart Ditch Company.** Applicant is the owner of 4.0 shares in the Manhart Ditch Company which are the subject of this application.

1. **Original Prior Decrees:**

<table>
<thead>
<tr>
<th>Date Entered</th>
<th>Case No.</th>
<th>Court</th>
<th>Amount (c.f.s.)</th>
<th>Appropriation Date</th>
<th>Black Hawk’s Proportionate Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>0.8</td>
<td>08/31/1860</td>
<td>0.0065</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>0.2</td>
<td>06/20/1862</td>
<td>0.0016</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>11.8</td>
<td>06/30/1864</td>
<td>0.0960</td>
</tr>
</tbody>
</table>

2. **Source:** Ralston Creek.

3. **Decreed use:** Irrigation.
4. **Legal description of structures:** The headgate of the Manhart Ditch is located on the North Bank of Ralston Creek in the SW1/4, Section 12, Township 3 South, Range 69 West of the 6th P.M., in Jefferson County, Colorado. Exhibit D attached hereto and incorporated herein by this reference, is a map showing the approximate location of historic use of the water rights to be changed under this paragraph II.D.

E. **Consolidated Juchem Ditch and Reservoir Company.** Applicant is the owner of 11.25 inches carried in the Reno-Juchem Ditch by the Consolidated Juchem Ditch and Reservoir Company which are the subject of this application.

1. **Original Prior Decrees:**

<table>
<thead>
<tr>
<th>Date Entered</th>
<th>Case No.</th>
<th>Court</th>
<th>Amount (c.f.s.)</th>
<th>Appropriation Date</th>
<th>Black Hawk's Proportionate Share*</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>0.375</td>
<td>05/14/1861</td>
<td>0</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>2.375</td>
<td>06/01/1862</td>
<td>0.0025</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>2.89</td>
<td>04/23/1865</td>
<td>0.0041</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>4.76</td>
<td>05/16/1865</td>
<td>0.0093</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>5.98</td>
<td>05/24/1870</td>
<td>0</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>18.190</td>
<td>03/02/1878</td>
<td>0</td>
</tr>
<tr>
<td>10/04/1884</td>
<td>N/A</td>
<td>Arapahoe</td>
<td>2.75 (Ralston Creek)</td>
<td>04/10/1861</td>
<td>0</td>
</tr>
</tbody>
</table>

* Based on Arvada’s methodology in Case No. 2005CW112.

2. **Source:** Clear Creek.

3. **Decreed use:** Irrigation.

4. **Legal description of structures:** The Clear Creek headgate of the Reno-Juchem Ditch is located in the NE1/4 SE1/4 SW1/4, Section 19, Township 3 South, Range 69 West of the 6th P.M. at a point on the north bank of Clear Creek about 1,350 feet upstream of Eldridge Street, Jefferson, County, Colorado. Exhibit E attached hereto and incorporated herein by this reference, is a map showing the approximate location of historic use of the water rights to be changed under this paragraph II.E.
F. **Description of proposed changes:**

1. **Change of type of use:** Black Hawk proposes to change the decreed use of the water rights described in paragraphs II.A. through II.E., above: to all municipal purposes, including domestic, irrigation, industrial, commercial, fire protection, stockwatering, recreation, piscatorial, storage and all other municipal purposes; to storage for later use for all the foregoing purposes; and to use by exchange for all of the foregoing said purposes. The water will also be used for exchange, for replacement, and for augmentation purposes, including augmentation pursuant to the decree sought by this application. Applicant asks the Court to decree that Applicant has the right to use, reuse, successively use and dispose of, by sale, exchange or otherwise use to extinction all water lawfully diverted and/or impounded under the changed water rights after required return flows have been made.

2. **Change of type of use:** The place of use will be changed to the City of Black Hawk's water service area as it presently exists and as it may exist in the future.

3. **Alternate points of diversion and places of storage:** Black Hawk may divert and store the water rights being changed at one or more of the following alternate points of diversion and places of storage located at or downstream of the Church Ditch’s headgate on Clear Creek:

   (a) Church Ditch Clear Creek diversion point, located in the NW1/4 NE 1/4 of Section 32, Township 3 South, Range 70 West of the 6th P.M., Jefferson County, as described in paragraph II.A.4., above.

   (b) Farmers’ High Line Canal Clear Creek diversion point, located in the NW1/4 SW1/4 of Section 27, Township 3 South, Range 70 West of the 6th P.M., Jefferson County, as described in paragraph II.B.4., above.

   (c) The Agricultural Ditch Clear Creek diversion point: located at a point on the South Bank of Clear Creek in the SW1/4, Section 27, Township 3 South, Range 70 West of the 6th P.M., Jefferson County.

   (d) Lee, Stewart and Eskins Ditch Clear Creek diversion point, located on the south bank of Clear Creek in the SE1/4 NE1/4 of Section 27, Township 3 South, Range 70 West of the 6th P.M., Jefferson County.

   (e) Fairmont Reservoir, located in the NE1/4 of Section 24, Township 3 South, Range 70 West of the 6th P.M., Jefferson County.

   (f) Maplegrove Reservoir, located in the S1/2 of Section 29 and the N1/2...
of Section 32, Township 3 South, Range 69 West of the 6th P.M., Jefferson County.

(g) Consolidated Mutual Water Company’s Welton Reservoir, located in the S1/2 of Section 24 and the N1/2 of Section 25, Township 2 South, Range 70 West of the 6th P.M., Jefferson County.

4. **Terms and conditions**: Applicant proposes to incorporate in any decree entered in this case appropriate terms and conditions for the proposed changes of Applicant’s interests in the water rights described in paragraphs II.A. through II.E., above, including the following terms and conditions to prevent injury to other water users:

   (a) Applicant will file monthly accounting forms with the Division Engineer.

   (b) Applicant will make required return flows to replicate historic return flows from the water rights to be changed, except during times of free river conditions or when the water right calling for water is junior to December 28, 2012.

III. **REQUEST FOR APPROVAL OF PLAN FOR AUGMENTATION.**

   A. **Name of structures to be augmented**: A map showing the location of the following structures is attached as Exhibit F hereto.

   1. **Mountain Supply Pipeline**.

      (a) **Legal description**: Located in Sections 19, 30, and 31, Township 2 South, Range 72 West of the 6th P.M. and in Section 6, Township 3 South, Range 72 West of the 6th P.M., in Gilpin County, Colorado. The source of water is springs described in the Decree in Case No. W-203, Water Division No. 1.

      (b) **Water rights diverted from the structure**: 0.3 c.f.s., absolute, appropriation date 7/03/1884, adjudication date: 12/31/1970, decreed in Case No. W-203; 1.62 c.f.s., absolute and 12.38 c.f.s., conditional, by exchange, when being exchanged for storage or for a combination of storage and direct flow use, and 7 c.f.s., conditional, by exchange, when being exchanged for direct flow use only, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW059, absolute amount found in decree entered in Case No. 2009CW120; 7 c.f.s., conditional, by exchange, appropriation date 12/28/2007, adjudication date 12/31/2007, decreed in Case No. 2007CW327.

   2. **North Clear Creek Pumping Station (Black Hawk Pumping Station)**.
(a) **Legal description:** Located on the southwest bank of North Clear Creek whence the N1/4 corner of Section 7, Township 3 South, Range 72 West bears N 54°40’ E 3,367.60 feet in Gilpin County, Colorado. The source of water is North Clear Creek as described in the Decree in Case No. W-204, Water Division No. 1.

(b) Water rights diverted from the structure: 0.222 c.f.s. (100 g.p.m.), absolute, appropriation date 7/08/1937, adjudication date: 12/31/1970, decreed in Case No. W-204; 1.62 c.f.s., absolute and 12.38 c.f.s., conditional, by exchange, when being exchanged for storage or for a combination of storage and direct flow use, and 7 c.f.s., conditional, by exchange, when being exchanged for direct flow use only, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW059, absolute amount found in decree entered in Case No. 2009CW120; 7 c.f.s., conditional, by exchange, appropriation date 12/28/2007, adjudication date 12/31/2007, decreed in Case No. 2007CW327.

3. **Black Hawk North Clear Creek Well.**

   (a) **Legal description:** Located at a point in the SW1/4 of the SW1/4, Section 6, Township 3 South, Range 72 West of the 6th P.M. at a point located approximately 1,100 feet from the South section line and 500 feet from the West section line of said Section 6, in Gilpin County. The source of water is groundwater tributary to North Clear Creek.

   (b) Water rights diverted from the structure: 30 g.p.m. (0.067 c.f.s.), absolute, 10 g.p.m. (0.023 c.f.s.), conditional, appropriation date 4/1/1996, adjudication date: 12/31/2000, decreed in Case No. 94CW036.

4. **Upper North Clear Creek Pump Station No. 1.**

   (a) **Legal description:** Located on North Clear Creek in the NW1/4 SW1/4 of Section 34, Township 2 South, Range 73 West of the 6th P.M., Gilpin County, Colorado, at a point located approximately 900 feet from the West section line and 2,100 feet from the South section line of said Section 34. The source of water is North Clear Creek.

   (b) Water rights diverted from the structure: 7.0 c.f.s., conditional, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW058; 1.62 c.f.s., absolute and 12.38 c.f.s., conditional, by exchange, when being exchanged for storage or for a combination of storage and direct flow use, and 7 c.f.s., conditional, by exchange, when being exchanged for direct flow use only, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW059, absolute amount found in decree entered in Case No. 2009CW120; 7 c.f.s., conditional, by exchange, appropriation date 12/28/2007, adjudication date 12/31/2007, decreed in Case No. 2007CW327.
5. **Upper North Clear Creek Pump Station No. 2.**

   (a) **Legal description:** Located on North Clear Creek in the NW1/4 NE1/4 of Section 2, Township 3 South, Range 73 West of the 6th P.M., Gilpin County, Colorado, at a point located approximately 1,400 feet from the East section line and 400 feet from the North section line of said Section 2. The source of water is North Clear Creek.

   (b) **Water rights diverted from the structure:** 7.0 c.f.s., conditional, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW058; 1.62 c.f.s., absolute and 12.38 c.f.s., conditional, by exchange, when being exchanged for storage or for a combination of storage and direct flow use, and 7 c.f.s., conditional, by exchange, when being exchanged for direct flow use only, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW059, absolute amount found in decree entered in Case No. 2009CW120; 7 c.f.s., conditional, by exchange, appropriation date 12/28/2007, adjudication date 12/31/2007, decreed in Case No. 2007CW327.

6. **Upper North Clear Creek Pumping Station and Pipeline.**

   (a) **Legal description:** Located on North Clear Creek in the NE1/4 of the SW1/4 of Section 34, Township 2 South, Range 73 West of the 6th P.M., Gilpin County, Colorado, at a point approximately 2,500 feet from the West section line and 1,900 feet from the South section line of Section 34. The source of water is North Clear Creek.

   (b) **Water rights diverted from the structure:** 7 c.f.s. filling rate for Black Hawk Chase Gulch Reservoir described in paragraph III.A.12, below; 1.62 c.f.s., absolute and 12.38 c.f.s., conditional, by exchange, when being exchanged for storage or for a combination of storage and direct flow use, and 7 c.f.s., conditional, by exchange, when being exchanged for direct flow use only, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW059, absolute amount found in decree entered in Case No. 2009CW120; 7 c.f.s., conditional, by exchange, appropriation date 12/28/2007, adjudication date 12/31/2007, decreed in Case No. 2007CW327.

7. **Black Hawk North Clear Creek Pump Station (Infiltration Gallery No. 1).**

   (a) **Legal description:** Located on North Clear Creek in the NW1/4 SW1/4 SW1/4 in Section 6, Township 3 South, Range 72 West of the 6th P.M., Gilpin County, Colorado, at a point located approximately 500 feet from the West section line and 1,100 feet from the South section line of said Section 6. The source of water is North Clear Creek.

   (b) **Water rights diverted from the structure:** 0.53 c.f.s., absolute, 6.47 c.f.s., conditional, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW058; 1.62 c.f.s., absolute and 12.38 c.f.s., conditional, by exchange, when being exchanged
for storage or for a combination of storage and direct flow use, and 7 c.f.s., conditional, by exchange, when being exchanged for direct flow use only, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW059, absolute amount found in decree entered in Case No. 2009CW120; 7 c.f.s., conditional, by exchange, appropriation date 12/28/2007, adjudication date 12/31/2007, decreed in Case No. 2007CW327.

8. **Black Hawk Chase Gulch Diversion.**

   (a) **Legal description:** Located on Chase Gulch in the SW1/4 NW1/4 of Section 7, Township 3 South, Range 72 West of the 6th P.M., Gilpin County, Colorado, at a point located approximately 900 feet from the West section line and 2,200 feet from the North section line of said Section 7. The source of water is Chase Gulch, a tributary to North Clear Creek.

   (b) **Water rights diverted from the structure:** 3.5 c.f.s., conditional, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW058; 1.62 c.f.s., absolute and 12.38 c.f.s., conditional, by exchange, when being exchanged for storage or for a combination of storage and direct flow use, and 7 c.f.s., conditional, by exchange, when being exchanged for direct flow use only, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW059, absolute amount found in decree entered in Case No. 2009CW120; 7 c.f.s., conditional, by exchange, appropriation date 12/28/2007, adjudication date 12/31/2007, decreed in Case No. 2007CW327.

9. **Wheeler Diversion Point.**

   (a) **Legal description:** Located on the South Bank of North Clear Creek in the SE1/4 NW1/4 Section 1, T.3 S., R. 73 W. of the 6th P.M., at a point approximately 1,969 ft from the North section line and approximately 2,287 ft from the West section line of said Section 1. The source of water is water diverted from North Clear Creek.

   (b) **Water rights diverted from the structure:** Wheeler Diversion Point is sought to be made an alternate point of diversion for the water rights set forth in paragraphs III.A.4., III.A.5., and III.A.6., above, and for the water rights set forth in paragraphs III.A.10., III.A.11., III.A.12., and III.A.13., below by the application pending in Case No. 2010CW309.

10. **Pickle Gulch Reservoir.**

    (a) **Legal description:** Located in the NW1/4 SE1/4 of Section 35, Township 2 South, Range 73 West of the 6th P.M., Gilpin County, Colorado, with the dam axis intersecting Pickle Gulch at a point approximately 1,500 feet from the East section line and approximately 1,700 feet from the South section line of said Section 35. The source of water is Pickle Gulch and water in the drainage tributary to Pickle Gulch, a tributary to North Clear Creek,
and water diverted from North Clear Creek at the Upper North Clear Creek Pump Station No. 2 described in paragraph III.A.5., above, and/or Wheeler Diversion Point (pending Case No. 2010CW309) described in paragraph III.A.9., above.

(b) Water rights stored at the structure: 600 a.f., conditional, with right to fill and refill continuously when in priority, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW058; 1.62 c.f.s., absolute and 12.38 c.f.s., conditional, by exchange, when being exchanged for storage or for a combination of storage and direct flow use, and 7 c.f.s., conditional, by exchange, when being exchanged for direct flow use only, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW059, absolute amount found in decree entered in Case No. 2009CW120; 7 c.f.s., conditional, by exchange, appropriation date 12/28/2007, adjudication date 12/31/2007, decreed in Case No. 2007CW327.

11. Missouri Creek Reservoir.

(a) Legal description: Located in the W½ of Section 36, Township 2 South, Range 73 West of the 6th P.M., Gilpin County, Colorado, with the dam axis intersecting Missouri Creek at a point approximately 1,700 feet from the West section line and 2,400 feet from the North section line of said section 36. The source of water is Missouri Creek, and water in the drainage tributary to Missouri Creek, a tributary to North Clear Creek, and water diverted from North Clear Creek at the Upper North Clear Creek Pump Station No. 2 described in paragraph III.A.5., above, and/or Wheeler Diversion Point (pending Case No. 2010CW309), described in paragraph III.A.9., above.

(b) Water rights stored at the structure: 460 a.f., conditional, with right to fill and refill continuously when in priority, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW058; 1.62 c.f.s., absolute and 12.38 c.f.s., conditional, by exchange, when being exchanged for storage or for a combination of storage and direct flow use, and 7 c.f.s., conditional, by exchange, when being exchanged for direct flow use only, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW059, absolute amount found in decree entered in Case No. 2009CW120; 7 c.f.s., conditional, by exchange, appropriation date 12/28/2007, adjudication date 12/31/2007, decreed in Case No. 2007CW327.


(a) Legal description: Located in the S1/2 NW1/4 and the N1/2 SW1/4, Section 2, Township 3 South, Range 73 West of the 6th P.M., Gilpin County, Colorado, with the dam axis to intersect Chase Gulch at a point approximately 1,600 feet from the West section line and 2,400 feet from the North section line of said Section 2. The source of water is water in Chase Gulch and water in the drainage tributary to Chase Gulch, a tributary to North Clear Creek, a tributary to Clear Creek, and water diverted from North Clear Creek by the Upper North Clear Creek Pumping
Station and Pipeline described in paragraph III.A.6., above, and/or Wheeler Diversion Point (pending Case No. 2010CW309) described in paragraph III.A.9., above.


13. Quartz Valley Reservoir.

(a) Legal description: The legal description for the centerline of the dam where it crosses Chase Gulch is as follows: Located in an unsurveyed area, based on the 1975 USGS Central City 7-1/2 minute quadrangle map, in the NW1/4 NW1/4 Section 12, Township 3 South, Range 73 West of the 6th P.M., Gilpin County, Colorado, with the dam axis to intersect Chase Gulch at a point approximately 4,014 feet from the West section line of Section 7, Township 3 South, Range 72 West, and 259 feet from the South section line of Section 1, Township 3 South, Range 73 West. The source of water is Chase Gulch and water in the drainage tributary to Chase Gulch, and water diverted from North Clear Creek at the Upper North Clear Creek Pump Station No. 2, described in paragraph III.A.5., above, and/or the Upper North Clear Creek Pumping Station and Pipeline described in paragraph III.A.6., above, and/or Wheeler Diversion Point (pending Case No. 2010CW309), described in paragraph III.A.9., above.

(b) Water rights stored at the structure: Quartz Valley Reservoir is sought to be made an alternate place of storage for the water rights described in paragraphs III.A.10., III.A.11., and III.A.12., above, by the application pending in Case No. 2010CW309.


(a) Legal description: Located on North Clear Creek in the NW quarter of the NW quarter of Section 17, T. 3 S., R. 72 W. of the 6th P.M., at a point approximately 105 feet from the North section line and approximately 1,285 feet from the West section line of said Section 17. The source of water is North Clear Creek.

(b) Water rights diverted from the structure: 10 c.f.s., conditional, by direct flow and 10 c.f.s., conditional, by exchange, appropriation date 11/19/2010, adjudication date 12/31/2010, sought in pending application in Case No. 2010CW308.
15. **Black Hawk North Clear Creek Diversion Point No. 2.**

   (a) **Legal description:** Located in the NW quarter of the SE quarter of Section 17, T. 3 S., R. 72 W. of the 6th P.M., at a point approximately 1,835 feet from the South section line and approximately 1,481 feet from the East section line of said Section 17. The source of water is North Clear Creek.

   (b) **Water rights diverted from the structure:** 10 c.f.s., conditional, by direct flow and 10 c.f.s., conditional, by exchange, appropriation date 11/19/2010, adjudication date 12/31/2010, sought in pending application in Case No. 2010CW308.

16. **Black Hawk - Central City Sanitation District Well.**

   (a) **Legal description:** The well is located in the NE1/4 of the SW1/4 of Section 26, Township 3 South, Range 72 West of the 6th P.M., at a point which is 2,250 Feet from the South section line and 2,000 Feet from the West section line of said Section 26, Gilpin County, Colorado. The source of water is fractured aquifers tributary to North Clear Creek.

   (b) **Water rights diverted from the structure:** 13.2 g.p.m., absolute, appropriation date 3/29/2002, adjudication date 12/31/2005, decreed in Case No. 2005CW279.

17. **Hidden Valley Groundwater Diversion Point.**

   (a) **Legal description:** In the SW1/4 of the SE1/4 of the NE1/4 of Section 32, Township 3 South, Range 72 West of the 6th P.M., at a location 800 feet West of the East boundary of Section 32 and 2,030 feet South of the North boundary of Section 32, Clear Creek County, Colorado. The source of water is groundwater tributary to Clear Creek.

   (b) **Water rights diverted from the structure:** 0.890 c.f.s., absolute, 0.610 c.f.s., conditional, appropriation date 8/30/1995, adjudication date: 12/31/1996, decreed in Case No. 96CW463, absolute amounts found in decrees entered in Cases Nos. 2005CW18 and 2011CW185; 1.62 c.f.s., absolute and 12.38 c.f.s., conditional, by exchange, when being exchanged for storage or for a combination of storage and direct flow use, and 7 c.f.s., conditional, by exchange, when being exchanged for direct flow use only, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW059, absolute amount found in decree entered in Case No. 2009CW120.

18. **Hidden Valley Surface Water Diversion Point.**

   (a) **Legal description:** Located on North Clear Creek In the SW1/4 of the SE1/4 of Section 32, Township 3 South, Range 72 West of the 6th P.M., at a location 1,000 feet West of the East boundary of Section 32 and 2,140 feet South of the North
boundary of Section 32, Clear Creek County, Colorado. The source of water is Clear Creek.

(b) Water rights diverted from the structure: 0.890 c.f.s., absolute, 0.610 c.f.s., conditional, appropriation date 8/30/1995, adjudication date: 12/31/1996, decreed in Case No. 96CW463, absolute amounts found in decrees entered in Cases Nos. 2005CW18 and 2011CW185; 1.62 c.f.s., absolute and 12.38 c.f.s., conditional, by exchange, when being exchanged for storage or for a combination of storage and direct flow use, and 7 c.f.s., conditional, by exchange, when being exchanged for direct flow use only, appropriation date 5/29/1992, adjudication date: 12/31/1992, decreed in Case No. 92CW059, absolute amount found in decree entered in Case No. 2009CW120.

19. **Hidden Valley Diversion Point No. 3 (Infiltration Gallery).**

(a) **Legal description:** Hidden Valley Diversion Point No. 3 (Infiltration Gallery) is located under Clear Creek in the SE1/4 of the NE1/4 of Section 32, Township 3 South, Range 72 West of the 6th P.M., at a point 2,313 feet South of the North section line and 1,229 feet West of the East section line of said Section 32. The source of water is surface water in Clear Creek and groundwater under Clear Creek.

(b) **Water rights diverted from the structure:** 0.616 c.f.s. (277 g.p.m.), absolute, and 2.384 c.f.s. (1,070 g.p.m.), appropriation date 5/11/2011, adjudication date 12/31/2012, sought by application filed in December, 2012. Said application also seeks to have Hidden Valley Diversion Point No. 3 (Infiltration Gallery) decreed as an alternate point of diversion for the water rights described in paragraphs III.A.17. and III.A.18., above.

20. **Georgetown Lake.**

(a) **Legal description:** Georgetown Lake is an on-channel reservoir located in the SE1/4 and portions of the NE1/4 of Section 5, and the NE1/4 of Section 8, Township 4 South, Range 74 West of the 6th P.M. in Clear Creek County, Colorado. The point of diversion is located 800 feet from the East section line and 1,900 feet from the North section line of Section 5, Township 4 South, Range 74 West of the 6th P.M.

(b) **Water rights stored at the structure:** 100 a.f., conditional storage right, and 28 c.f.s., conditional, by appropriative right of substitution and exchange, appropriation dates 12/28/2007, adjudication dates 12/31/2007, decreed in Case No. 2007CW327. This augmentation plan will also replace out-of-priority evaporation required by the decree in Case No. 2007CW327.

21. **Green Lake.**

(a) **Legal description:** Green Lake is located on the channel of an
unnamed tributary to South Clear Creek in Clear Creek County, Colorado, located in the West ½ of Section 29 and the East ½ of Section 30, Township 4 South, Range 74 West of the 6th P.M. The source of water is local inflows and 50 c.f.s. of water diverted from Leavenworth Creek, a tributary to South Clear Creek, a tributary to Clear Creek via the Green Lake Ditch or Flume a/k/a Leavenworth Pipeline, located on Leavenworth Creek approximately 2,580 feet East of the West section line and approximately 80 feet South of the North section line of Section 30, Township 4 South, Range 74 West, of the 6th P.M. in Clear Creek County. Applicant is co-owner of Green Lake with the Board of County Commissioners of Clear Creek (“Clear Creek County”). Applicant owns 170 acre feet of the capacity and Clear Creek County owns 100 acre feet of the capacity. Applicant's pro rata ownership share of 170/270 shall hereinafter be referred to as "Applicant's pro rata share."

(b) Water rights stored at the structure: Applicant's pro rata share of one first fill of 270 acre feet, conditional, with the right to continuous refills when in priority totaling 540 acre-feet for all refills in a given year, for a total amount of water that can be stored in one year of 810 acre feet, appropriation date 1/6/2009, adjudication date 12/31/2009, decreed in Case No. 2009CW277; 50 c.f.s., conditional, by exchange, appropriation date 12/3/2009, adjudication date 12/31/2009, decreed in Case No. 2009CW276. This augmentation plan will also replace Applicant's pro rata share of out-of-priority evaporation required by the decrees in Cases Nos. 2009CW276 and 2009CW277.

22. Colorado Division of Public Health and Environment’s ("CDPHE’s") Gregory Incline Drainage Diversion.

(a) Legal Description: Within 200 feet of: UTM: Easting: 457684.24, Northing: 4405933.97 (NAD 1983 Zone 13 North); PLSS: NW SW Section 7, Township 3 South, Range 72 west of the 6th PM, 1517' East of the West Section Line, 2510' North of the South Section Line, in Gilpin County, Colorado, subject to remaining on property owned by the Colorado Department of Transportation.

(b) Water rights diverted from the structure: 0.60 c.f.s. (270 g.p.m.), conditional, appropriation date 7/23/2004, pending adjudication in Case No. 11CW282.

23. CDPHE’s National Tunnel Drainage Diversion.

(a) Legal Description: Within 200 feet of: UTM: Easting: 458545.72, Northing: 4405533.77 (NAD 1983 Zone 13 North); PLSS: SW SE Section 7, Township 3 South, Range 72 West of the 6th PM, 1425’ West of the East Section Line, 1221’ North of the South Section Line, in Gilpin County, Colorado, subject to remaining on property owned by the Colorado Department of Transportation.

(b) Water rights diverted from the structure: 0.17 c.f.s. (76 g.p.m.)
conditional, appropriation date 7/23/2004, pending adjudication in Case No. 11CW282.

24. **CDPHE’s Gregory Gulch Surface Water Diversion.**

   (a) Legal Description: Within 200 feet of: UTM: Easting: 457741.76, Northing: 4405881.05 (NAD 1983 Zone 13 North); PLSS: NW SW Section 7, Township 3 South, Range 72 West of the 6th PM, 1706’ East of the West Section Line, 2346’ North of the South Section Line, in Gilpin County, Colorado, subject to remaining on property owned by the Colorado Department of Transportation.

   (b) Water rights diverted from the structure: 0.99 c.f.s. (445 g.p.m.), conditional, appropriation date 7/23/2004, pending adjudication in Case No. 11CW282.

B. **Water right(s) to be used for augmentation:** Decreed consumptive use water, effluent and/or other sources of replacement water approved by the Division Engineer, including, but not limited to, the following:

1. 72.35 inches in the Golden City and Ralston Creek Ditch a/k/a Church Ditch previously changed by Applicant as decreed in Case No. 94CW036. A copy of the decree in Case No. 94CW036 is attached as Exhibit G hereto.

2. Releases from Pickle Gulch Reservoir, described in paragraph III.A.10., above. No summary of diversions is provided as this reservoir is yet to be constructed.

3. Releases from Missouri Creek Reservoir, described in paragraph III.A.11., above. No summary of diversions is provided as this reservoir is yet to be constructed.

4. Releases from Black Hawk Chase Gulch Reservoir, described in paragraph III.A.12., above. No summary of diversions is provided as this reservoir is yet to be constructed.

5. Releases from Quartz Valley Reservoir, described in paragraph III.A.13., above. No summary of diversions is provided as this reservoir is yet to be constructed.

6. Black Hawk Effluent Diversion (WWTP). Located in the NE1/4 of SW1/4 of Section 26, Township 3 South, Range 72 West of the 6th P.M., Gilpin County, Colorado, at a point 1,550 feet east of the West section line and 2,100 feet north of the South section line of said Section 26. The source of water is effluent discharged at said location including, but not limited to, the water rights decreed in Case No. 93CW055 on August 22, 2003. A summary of effluent discharged is attached as Exhibit H.

7. Water leased from the City of Golden including, but not limited to, water
delivered pursuant to the Assignment and Water Delivery Agreement, dated June 7, 2007, for Vidler Tunnel Water as described in said agreement, and water leased from the City of Golden pursuant to said agreement and stored and released from Guanella Reservoir located in N1/2 of SW1/4 and NW1/4 of SE1/4 of Section 29 and NE1/4 of SE1/4 of Section 30, Township 3 South, Range 74 West of the 6th P.M., Clear Creek County, Colorado. Pursuant to said Agreement, Black Hawk is entitled to delivery of 125 a.f. of fully consumable water between June 1 and October 31 each year, off which 25 acre feet is provided pursuant to contract to the Town of Georgetown.

8. Water stored by Applicant in Georgetown Lake, described above in paragraph III.A.20., including, but not limited to, the water rights decreed in Case No. 2007CW327. A summary of amounts stored in Georgetown Lake by Applicant is shown in Table 1 on attached Exhibit I.

9. Water stored by Applicant in Green Lake, described above in paragraph III.A.21., including, but not limited to, the water rights decreed in Cases Nos. 2009CW276 and 2009CW277. Seepage flows from Green Lake accrue to South Clear Creek, a tributary of Clear Creek, in amounts that are measurable or otherwise quantifiable. Applicant will account for and take augmentation credit for seepage of its fully consumable water from Green Lake as releases for augmentation purposes. Applicant retains dominion of the fully consumable seepage water, and is entitled to use this water as augmentation water to meet Applicant’s replacement obligations, and, to the extent seepage exceeds its augmentation requirements, Applicant may recapture said seepage at points downstream on Clear Creek for use in its municipal water system. A summary of amounts stored in Green Lake by Applicant is shown in Table 1 on attached Exhibit I.

10. Reusable return flows from irrigation once said return flows are quantified in separate proceeding.

11. Water rights attributable to 114.7 inches in the Golden City and Ralston Creek Ditch a/k/a Church Ditch for which a change is sought pursuant to paragraph II.A, above.

12. Water rights attributable to 1.15 shares in the Farmers High Line Canal and Reservoir Company for which a change is sought pursuant to paragraph II.B, above.

13. Water rights attributable to 4.0 shares in the Manhart Ditch Company for which a change is sought pursuant to paragraph II.D., above.

14. Water rights attributable to 11.25 shares in the Reno-Juchem Ditch for which a change is sought pursuant to paragraph II.E., above.

15. Water rights attributable to 4.0 inches in the Church Ditch, 1.0 shares in the Farmers High Line Canal and Reservoir Company, and reusable effluent owned by the County of
Gilpin pursuant to the appropriate exchange applied for by Gilpin County in Case No. 2011CW271, Water Division No. 1.

16. Additional sources pursuant to C.R.S. § 37-92-305(8).

C. **Complete statement of plan of augmentation:** Under this plan for augmentation, the Applicant will divert and/or store water at the structures described in paragraphs III.A.1. through III.A.21., above. To the extent said diversions and/or storage are out of priority, depletions from said diversions and/or storage will be replaced with water from the sources described in paragraph III.B., above. Under this plan for augmentation, CDPHE will divert water at the structures described in paragraphs III.A.22 through III.A.24 for delivery to CDPHE’s proposed water treatment plant on North Clear Creek (“CDPHE Plant”) that is the subject of Case No. 2011CW282 for the treatment and removal of heavy metals or other substances to improve water quality in North Clear Creek and Clear Creek. Applicant’s deliveries of potable water to the CDPHE Plant will include 1.5 acre-feet of fully consumable water, annually, to replace up to 1.5 acre-feet/year of depletions of stream water diverted at the points described in paragraphs III.A.22, III.A.23, and III.A.24, above, which depletions occur during the water treatment plant process. Said depletions will be replaced by Applicant’s potable water delivered at the CDPHE Plant’s discharge point on North Clear Creek located within 200 feet of: UTM: Easting 459053.46, Northing: 4405406.52 (NAD 1983 Zone 13 North); PLSS: SW SW Section 8, Township 3 South, Range 72 West of the 6th PM, 250' East of the West Section Line, 765' North of the South Section Line, Gilpin County, Colorado. Applicant asks the Court to decree that, for any water rights for which out-of-priority depletions are fully augmented under this paragraph, Applicant has the right to use, reuse, successively use and dispose of, by exchange, sale, lease, or otherwise, to extinction all such water lawfully diverted and fully augmented under this plan. This plan will fully augment all out-of-priority depletions in time, location, quality and amount, as required by law.

IV. **APPROPRIATIVE RIGHTS OF SUBSTITUTION AND EXCHANGE.** By this Application, the City of Black Hawk claims the following conditional appropriative rights of substitution and exchange on Clear Creek, North Clear Creek, South Clear Creek, Leavenworth Creek and their tributaries. A map showing the location of the exchange reaches is attached hereto as Exhibit J. Under the exchanges, Black Hawk will divert by exchange up to 7 c.f.s. from Clear Creek and its tributaries at each of the points ("exchange-to points") identified in paragraph IV.A., below, for direct use and/or for storage for subsequent use, based upon the introduction of substitute supplies made available under the water rights described in paragraph IV.B., below ("substitute supplies"). The City of Black Hawk will make the substitute supplies available at the points identified in paragraph IV.C., below (the "exchange-from points") by making deliveries, by forgoing diversions and/or storage, and/or by releases from storage.

A. **Names and locations of structures (exchange-to points) through which or into which water will be diverted and/or stored by exchange and the sources at the exchange-to**
points are as follows:


2. *North Clear Creek Pumping Station (Black Hawk Pumping Station)*. Described in paragraph III.A.2., above.


6. *Black Hawk North Clear Creek Pump Station (Infiltration Gallery No. 1)*. Described in paragraph III.A.7., above.


9. *Pickle Gulch Reservoir and also at its filling structures on North Clear Creek*. Described in paragraph III.A.10., above.

10. *Missouri Creek Reservoir and also at its filling structures on North Clear Creek*. Described in paragraph III.A.11., above.

11. *Black Hawk Chase Gulch Reservoir and also at its filling structures on North Clear Creek*. Described in paragraph III.A.12., above.

12. *Quartz Valley Reservoir and also at its filling structures on North Clear Creek*. Described in paragraph III.A.13., above.


15. **City of Black Hawk Effluent Diversion.** Described in paragraph III.B.6., above.

16. **Hidden Valley Groundwater Diversion Point.** Described in paragraph III.A.17., above.

17. **Hidden Valley Surface Water Diversion Point.** Described in paragraph III.A.18., above.

18. **Hidden Valley Diversion Point No. 3 (Infiltration Gallery).** Described in paragraph III.A.19., above.

19. **Georgetown Lake.** Described in paragraph III.A.20., above.

20. **Green Lake and also at its filling structures on Leavenworth Creek.** Described in paragraph III.A.21., above.

**B. Source of Substitute Supply:**

1. Water attributable to Applicant’s 1.15 shares in the Farmers’ High Line Canal and Reservoir Company, as changed herein and described in paragraph II.B., above.

2. Water attributable to Applicant’s 114.7 inches in the Church Ditch, as changed herein and described in paragraph II.A., above, to the extent such water is not exchanged pursuant to paragraphs 14, 15.g. and 28.b. of the decree in Case No. 92CW059.

**C. Points at which the City of Black Hawk shall make substitute supplies available (exchange-from points) to allow diversion by exchange at the exchange-to points:**

1. **Farmers High Line Canal Clear Creek headgate.** Described in paragraph II.B.2., above.

2. **Coors’ FHL augmentation station.** Water will be returned to Clear Creek through an augmentation station located at a point on the North bank of Clear Creek in the NW1/4 SW1/4 NE1/4 SW1/4 of Section 27, T. 3 S., R. 70 W., of the 6th P.M., Jefferson County, Colorado.

3. **Confluence of Lena Gulch and Clear Creek.** Located in the NW/4 of the SW/4 of Section 22, Township 3 South, Range 69 West of the 6th P.M. in Jefferson County, Colorado, approximately 384 feet East of the West Section line and 575 feet South of the North Section Line.
4. **Church Ditch Headgate.** Described in paragraph II.A.4., above.

5. **Black Hawk’s Church Ditch Augmentation Station.** Water will be returned to Clear Creek through an augmentation station located at a point on the North bank of Clear Creek in the NE1/4 NE1/4 of Section 32, T 3 S., R 70 W., of the 6th P.M., Jefferson County, Colorado.

6. **Outfall of Black Hawk – Central City Sanitation District Wastewater Treatment Plant.** Described in paragraph III.B.6, above.

7. **Confluence of Clear Creek and North Clear Creek:** Located in the NE¼ SW¼ of Section 36, Township 3 South, Range 72 West of the 6th P.M., Clear Creek and/or Gilpin Counties, Colorado.

D. **Date of appropriation:** December 12, 2012.

E. **How appropriation was initiated:** By authorization to file the application by a Resolution of the Board of Aldermen of the City of Black Hawk at public meeting.

F. **Date water applied to beneficial use:** Not applicable. The rights of substitution and exchange claimed in this Application are conditional water rights.

G. **Amount claimed:** 7.0 c.f.s., conditional, for each exchange-to point. Applicant proposes that, at times, this exchange will be operated in conjunction with the exchanges decreed in Cases Nos. 92CW059, 2007CW327, 2009CW276, and 2010CW308.

H. **Use or proposed use:** The water diverted under the exchanges described in this paragraph IV., will be used for all municipal purposes, including domestic, irrigation, industrial, commercial, fire protection, stockwatering, recreation, piscatorial, sewage treatment, street sprinkling, irrigation of parks, lawns and grounds, maintenance and preservation of wildlife and aesthetic values, lake and reservoir evaporation, augmentation, replacement, and adjustment and regulation of Black Hawk's water supply system by exchange within Black Hawk's system and with other water users, and including, without limitation, storage for subsequent use for the aforesaid purposes. The City of Black Hawk asks the Court to decree that it has the right to use, reuse, successively use and dispose of, by exchange or otherwise to extinction all water lawfully diverted and/or impounded pursuant to any decree entered in this case. The City of Black Hawk further requests the Court decree that: Black Hawk shall at all times be entitled to fully consume the same amount of water diverted by exchange as the amount of decreed fully-consumable water being simultaneously delivered to or made available at the exchange-from points under the subject water rights; Black Hawk shall be entitled to divert by exchange, based upon the delivery at the exchange-from points of water for which Black Hawk has the right to only a single use, provided that Black Hawk shall only be entitled to a single use of water diverted at the exchange-to points based upon
delivery of single use water at the exchange-from points; and to the extent that Black Hawk has the decreed right to fully consume water diverted under the exchanges, Black Hawk shall be entitled to fully consume such water by direct use, storage and subsequent release, reuse, successive use, further exchange and disposition. Use of the water diverted by exchange at the exchange-to points shall be subject to all restrictions on the substitute supplies delivered at the exchange-from points under the subject exchanges.

I. **Place of Use:** The place of use for the conditional appropriate rights of substitution and exchange decreed herein shall be any place served in the present or in the future by the City of Black Hawk’s treated water and raw water service systems.

V. **NAMES AND ADDRESSES OF OWNERS OR REPUTED OWNERS OF THE LAND UPON WHICH ANY NEW DIVERSION STRUCTURE WILL BE CONSTRUCTED:** Except as set forth in Exhibit K [Update], hereto, any new structures described above will be constructed upon land owned by Applicant.

WHEREFORE, Applicant requests that the Court enter a decree approving the plan for augmentation, changes of water rights, and conditional appropriative rights of substitution and exchange requested herein, and granting such other relief as it deems proper.

Respectfully submitted this __________ day of August, 2015.

_____________________________
Harvey W. Curtis, #8246
David L. Kueter, #26,136

ATTORNEYS FOR APPLICANT CITY OF BLACK HAWK
VERIFICATION AND ACKNOWLEDGMENT OF APPLICANT OR OTHER PERSON HAVING KNOWLEDGE OF THE FACTS STATED IN THIS APPLICATION

STATE OF COLORADO )
) ss.: City and County of Denver )

Being first duly sworn, I am applicant’s consulting water engineer and I hereby state that I have read this Application, that I have personal knowledge of the facts stated and verify its contents to the best of my knowledge, information, and belief.

_________________________
Janet P. Williams, P.E.

The foregoing instrument was acknowledged before me in the City and County of Denver, State of Colorado, this ____ day of July, 2015, by the person whose signature appears above.

My commission expires: _____________________________.

________________________________________
Notary Public

[SEAL]
EXHIBIT C
Proposed “Findings and Ruling of the Referee and Decree of the Water Court”
in Case No. 11CW282
Proposed Decree, September 24, 2015
Offer of compromise or settlement subject to C.R.S. 408

DISTRICT COURT, WATER DIVISION 1
WELD COUNTY, COLORADO
PO Box 2038
901 Ninth Avenue, Suite 418
Greeley, CO 80632

Concerning The Application For Water Rights Of:

Colorado Division of Public Health and Environment,
State of Colorado, and Colorado Division of Personnel and Administration, State of Colorado

IN GILPIN COUNTY, COLORADO

This matter comes before the Court on the application of the Colorado Division of Public Health and Environment, State of Colorado ("CDPHE"), and the Colorado Division of Personnel and Administration, State of Colorado (together the “Applicants”) for approval of surface water rights for the diversion of contaminated water from the North Fork of Clear Creek (“North Clear Creek”) to CDPHE’s proposed water treatment plant for water quality treatment and delivery back to North Clear Creek.

The Court has reviewed the pleadings of the parties and has considered the summary of consultation filed by the Division Engineer on March 30, 2012 and the Applicants’ response to the summary of consultation filed with the Court on _________________. The Court hereby finds as follows:

FINDINGS OF FACT

1. Applicants. The Applicants herein are:

Colorado Division of Public Health and Environment ("CDPHE")
c/o Doug Jamison, Superfund and Brownfields Unit Leader
Remediation Program
Hazardous Materials and Waste Management Division
2. **Application.** A properly verified application was filed with the Court by the Applicants on December 29, 2011.

3. **Jurisdiction.** The application was published in the resume as directed by the Clerk of the Water Court. All notices required by law have been duly given. The Water Court has jurisdiction over the subject matter of this proceeding and over all persons affected thereby, whether they have appeared or not.

4. **Objectors.** Statements of opposition were timely filed by the City of Northglenn (“Northglenn”), the City of Black Hawk (“Black Hawk”), the City of Westminster (“Westminster”), the City of Central (“Central City”), the Farmers High Line Canal and Reservoir Company (“Farmers High Line”), and the Board of County Commissioners for the County of Gilpin (“Gilpin County”). No other statements of opposition have been filed and the time for filing statements of opposition has expired. No motions to intervene have been filed.

5. **Stipulations.** Stipulations have been entered with each Objector as follows:
   
   a. Stipulation between Applicants and Northglenn, dated ________________.
   
   b. Stipulation between Applicants and Black Hawk, dated ________________.
   
   c. Stipulation between Applicants and Westminster, dated ________________.
   
   d. Stipulation between Applicants and Central City, dated ________________.
   
   e. Stipulation between Applicants and Farmers High Line, dated ________________.
   
   f. Stipulation between Applicants and Gilpin County, dated ________________.

6. **Purpose of the Water Rights Claimed.** The general purpose of the water rights claimed and decreed herein is the treatment of surface water contaminated by heavy metals in mine tunnel drainage and drainage of water from mine waste rock and tailings piles. CDPHE intends to use the water rights for the partial implementation of the U.S. Environmental Protection Agency Record of Decision for the Central City/Clear Creek Superfund Site Operable Unit 4, as amended. The selected remedy in the Record of Decision seeks to address such water
contamination by diverting surface water tributary to North Clear Creek to a proposed water treatment plant for the removal of heavy metals and other contaminants before returning such treated water to North Clear Creek downstream of Black Hawk. Such water treatment will improve the quality of water to the benefit of the environment and downstream water users. The location of the proposed diversion structures, pipelines and water treatment plant are shown on the map attached to this decree as Attachment A. The original Application also requested a finding of no net consumptive use of water in the proposed plant’s water treatment process such that no augmentation of CDPHE’s out-of-priority diversions will be required to prevent injury to vested water rights when a senior call for water originates downstream of the water treatment plant’s point of discharge. The Applicant has withdrawn that request and no such finding is made in this case. This decree does not approve any out-of-priority diversions under the water rights decreed herein.

SURFACE WATER RIGHTS

7. Surface Water Right Claims

(a) Gregory Incline Drainage Diversion

Legal Description: Within 200 feet of: UTM: Easting: 457684.24, Northing: 4405933.97 (NAD 1983 Zone 13 North); PLSS: NW SW Section 7, Township 3 South, Range 72 west of the 6th PM, 1517’ East of the West Section Line, 2510’ North of the South Section Line, subject to remaining on property owned by the Colorado Department of Transportation.¹

Source of Water: Mine drainage water after discharge from the Gregory Incline, tributary to North Clear Creek.

Date of Initiation of Appropriation: July 23, 2004

How appropriation was initiated: Issuance of Proposed Plan for Operable Unit No. 4 of the Central City/Clear Creek Superfund Site and notice of public comment period.

Date water applied to beneficial use: This is a conditional water right that has not yet been diverted for beneficial use.

Amount claimed: 0.60 cfs, conditional.

¹ All locations legally described in this decree are in Gilpin County. The Public Land Survey System (PLSS) location in this decree was derived using 2005 PLSS data from the U.S. Bureau of Land Management’s Geographic Coordinate Database. UTM locations were derived using the Colorado Water Conservation Board GIS system.
Proposed use: Diversion to a water treatment plant for the removal of heavy metals or other substances to improve water quality in North Clear Creek.

(b) National Tunnel Drainage Diversion

Legal Description: Within 200 feet of: UTM: Easting 458545.72, Northing: 4405533.77 (NAD 1983 Zone 13 North); PLSS: SW SE Section 7, Township 3 South, Range 72 West of the 6th PM, 1425’ West of the East Section Line, 1221’ North of the South Section Line, subject to remaining on property owned by the Colorado Department of Transportation.

Source of Water: Mine drainage water after discharge from the National Tunnel, tributary to North Clear Creek.

Date of Initiation of Appropriation: July 23, 2004

How appropriation was initiated: Issuance of Proposed Plan for Operable Unit No. 4 of the Central City/Clear Creek Superfund Site and notice of public comment period.

Date water applied to beneficial use: This is a conditional water right that has not yet been diverted for beneficial use.

Amount claimed: 0.17 cfs, conditional.

Proposed use: Diversion to a water treatment plant for the removal of heavy metals or other substances to improve water quality in North Clear Creek.

(c) Gregory Gulch Surface Water Diversion

Legal Description: Within 200 feet of: UTM: Easting: 457741.76, Northing: 4405881.05 (NAD 1983 Zone 13 North); PLSS: NW SW Section 7, Township 3 South, Range 72 West of the 6th PM, 1706’ East of the West Section Line, 2346’ North of the South Section Line, subject to remaining on property owned by the Colorado Department of Transportation.

Source of Water: Gregory Gulch, a tributary of North Clear Creek.

Date of Initiation of Appropriation: July 23, 2004

How appropriation was initiated: Issuance of Proposed Plan for Operable Unit No. 4 of the Central City/Clear Creek Superfund Site and notice of public comment period.

Date water applied to beneficial use: This is a conditional water right that has not yet been diverted for beneficial use.
Amount claimed: 0.99 cfs, conditional.

Proposed use: Diversion to a water treatment plant for the removal of heavy metals or other substances to improve water quality in North Clear Creek.

**CONCLUSIONS OF LAW**

8. The foregoing findings of fact are incorporated herein to the extent that they constitute conclusions of law.

9. The Court has jurisdiction over the subject matter of this proceeding and over all who may be affected hereby, whether they have appeared or not. §§ 37-92-203 and 37-92-302, C.R.S. (2011).

10. Timely and adequate notice of the pendency of this proceeding was given in the manner required by law. § 37-92-302(3), C.R.S. (2011).

11. The surface water rights decreed herein are specifically contemplated by law pursuant to §§ 37-92-103 and 37-92-302(1)(a), C.R.S. (2011), and the Applicants have satisfied all applicable requirements of §§ 37-92-103, 37-92-302, and 37-92-305, C.R.S. (2011). Therefore, the Applicants are entitled to the entry of a decree confirming the Applicants’ water rights as described in paragraphs 7 and 8.

**JUDGMENT AND DECREE**

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

12. The Findings of Fact and Conclusions of Law set forth above are incorporated herein by this reference.

13. The foregoing surface water rights are hereby confirmed and decreed, subject to the terms and conditions of this decree.

14. The water rights decreed herein are junior water rights subject to administration under the priority system. CDPHE shall report the amounts and dates of water diversions under all of its water rights to the local Water Commissioner on at least an annual basis and as otherwise required by the Division Engineer.

15. CDPHE shall install and maintain, at its own expense, necessary meters, gauges, or other measuring devices as required by the State or Division Engineer for the administration of this decree, pursuant to § 37-92-502(5)(a), C.R.S. (2011), and shall report the readings of such meters, gauges, or other measuring devices to the Division Engineer or Water Commissioner at reasonable times as required by the Division Engineer or Water Commissioner. CDPHE shall
provide water accounting forms as required by the Division Engineer or Water Commissioner. CDPHE shall measure and record daily the flow of water delivered to the water treatment plant under the subject water rights and discharged to the stream. Except during free river conditions, the flow of water delivered to the water treatment plant may not exceed the flow of water discharged to the stream in the absence of a judicially-approved augmentation plan or an administratively-approved substitute water supply plan. CDPHE shall provide accounting to the Division Engineer or Water Commissioner on a monthly basis unless the Division Engineer or Water Commissioner request more frequent accounting.

16. Parts of this Decree may be the result of substantial negotiations and settlement discussions between the parties. Its terms are based on the specific facts and circumstances of this case and compromises by the parties. By stipulating to the entry of this decree, no party in this case intends that it become a precedent to resolve issues in any other case.

17. An application for a Finding of Reasonable Diligence with respect to the conditional water rights decreed herein shall be filed in the month of ________________, 20___, and every 6th calendar year thereafter so long as the Applicants desire to maintain any or all of the conditional water rights, or until determinations have been made that the conditional water rights have all become absolute water rights by reason of the completion of the appropriations. Because the structures and water rights intended to divert water to CDPHE’s proposed water treatment plant are part of an integrated project or system that is comprised of several features, work on one feature of the project or system shall be considered in finding whether reasonable diligence has been shown in the development of water rights for all features of the entire project or system.

18. This judgment and decree shall be filed with the Water Clerk and shall become effective upon such filing, subject to judicial review. A copy of this judgment and decree shall be filed with the Division Engineer and State Engineer.

DATED this _____ day of ________________, 20__.

BY THE COURT:

__________________________________
James Francis Hartmann
Water Judge
Water Division No. 1
THIS PAGE INTENTIONALLY LEFT BLANK
Dear Jack and Mary:

It is our understanding that the Colorado Department of Public Health and Environment (CDPHE) is seeking water rights for a proposed water treatment plant (WTP) on North Clear Creek (NCC) in Case No. 11CW282, and is seeking to have out-of-priority depletions associated with the operations of this WTP replaced under the City of Black Hawk’s augmentation plan in Case No. 12CW303.

As you have requested, Leonard Rice Engineers, Inc. (LRE) has prepared the following scope of services and budget estimate for LRE to perform the engineering services required to include the replacement of these depletions associated with the CDPHE WTP into Black Hawk’s proposed augmentation plan in Case No. 12CW303, into Black Hawk’s Substitute Water Supply Plans (SWSPs) in the interim until a decree in 12CW303 is granted, and into Black Hawk’s water accounting.

As we discussed, this scope, budget, and the attached rate sheet are intended to be included in an IGA between the City of Black Hawk and CDPHE.

Scope of Services

<table>
<thead>
<tr>
<th>Task 1 (FY 2015-16)</th>
<th>Review documents and data provided by CDPHE related to Case No. 11CW282 and the proposed WTP, including application, proposed decree, engineering report, correspondence, additional data and engineering analyses. Resolve questions related to the proposed operations, water supplies, depletions, and augmentation requirements. Determine how the WTP operations and Black Hawk operations will fit together. This task includes correspondence and communications related to the project.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$5,000</td>
</tr>
</tbody>
</table>
Task 2 (FY 2015-16) Assist Black Hawk's legal counsel in incorporating the WTP operations into the proposed decree in Case No. 12CW303, by assisting in the development of decree terms and conditions, providing and reviewing values and limitations, and creating a location map.

$2,500

Task 3 (FY 2015-16) Revise Black Hawk water accounting spreadsheet to include accounting for the WTP operations and augmentation. We will work with CDPHE staff to coordinate setup of accounting, exchange of data, and reporting between CDPHE and Black Hawk, as well as protocol for operations on an ongoing basis.

$3,000

Task 4 (FY 2015-16) Prepare a supplemental expert disclosure report in Case No. 12CW303 to describe the inclusion of the CDPHE WTP operations into Black Hawk’s plan for augmentation.

$6,000

Task 5 (FY 2015-16) The proposed budget includes three meetings: one initial meeting with Black Hawk legal counsel and staff to kick off the project; one meeting with CDPHE staff to accomplish Tasks 1 and 3 and discuss other tasks as needed; and one meeting with Black Hawk legal counsel and staff after the supplemental disclosure report has been drafted to resolve any remaining questions, review the report, and finalize the plan.

$5,000

Task 6 (FY 2016-17) Case No. 12CW303 is scheduled for trial in December 2016. A decree will likely not be finalized until some months after trial. To allow for the augmentation of depletions at the CDPHE WTP prior to a decree being granted in 12CW303, Black Hawk will include this operation into its SWSP. Black Hawk’s 2016 SWSP is anticipated to be in effect from May 1, 2016 until April 30, 2017. Therefore, for the WTP to begin operation as anticipated in December 2016, it must be included in Black Hawk’s 2016 SWSP. Since it is possible that a decree may not be finalized prior to the expiration of the 2016 SWSP, we are including a renewal for a 2017 SWSP in this budget, and assuming the plan for the augmentation of the CDPHE WTP depletions will not change significantly from the 2016 SWSP to the 2017 SWSP.

$3,000

Total Budget Estimate: $24,500

The budget amount of $24,500 will not be exceeded unless authorized in writing. These tasks and budget do not include engineering, responses to objectors, or participation in expert meetings in the CDPHE Case No. 11CW282, nor are charges included for ongoing preparation of accounting. It is assumed that any issues raised by objectors in Case No. 12CW303 related to replacement of
depletions attributable to the CDPHE WTP will be resolved prior to trial; thus, these tasks and budget do not include any trial preparation or participation at trial related to CDPHE WTP issues. These or other additional services may be performed, upon written authorization, at the rates shown on the attached rate sheet.

Services under Tasks 1 through 5 are anticipated to be performed within the CDPHE’s Fiscal Year 2015-2016, for a total budget amount of $21,500. Services under Task 6 are anticipated to be performed within the CDPHE’s Fiscal Year 2016-2017, for a total budget amount of $3,000.

We believe the services described above can be accomplished for a Lump Sum fee of $24,500, based on the estimated distribution of compensation shown. LRE may alter the distribution of compensation between individual tasks noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount, nor the Fiscal Year sub-total amounts, unless approved in writing. The portion of the Lump Sum amount billed monthly for LRE’s services will be based upon LRE’s estimate of the percentage of the project actually completed. We can begin work on this project upon authorization to proceed.

We appreciate the opportunity to provide these services for Black Hawk and to work with CDPHE. If you have any questions or would like to discuss this further, please give either of us a call at (303) 455-9589.

Sincerely,

LEONARD RICE ENGINEERS, INC.

R. Gregory Roush, P.E.
Chief Operating Officer

Janet P. Williams, P.E.
Chairman / Sr. Project Manager

1486CDP01

cc: James R. Ford
    Harvey W. Curtis
    David L. Kueter
    Lukas Staks

Attachments: LRE 2015 rate sheet
# LEONARD RICE ENGINEERS, INC.

## 2015 RATE SCHEDULE

Effective December 26, 2014

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Intern</td>
<td>$55 - $80</td>
</tr>
<tr>
<td>Data Processor</td>
<td>$70 - $95</td>
</tr>
<tr>
<td>Technician/IT Support</td>
<td>$85 - $105</td>
</tr>
<tr>
<td>Staff I Engineer/Hydrologist/Geologist/Scientist</td>
<td>$105 - $115</td>
</tr>
<tr>
<td>Staff II Engineer/Hydrologist/Geologist/Scientist</td>
<td>$115 - $125</td>
</tr>
<tr>
<td>Staff III Engineer/Hydrologist/Geologist/Scientist</td>
<td>$125 - $135</td>
</tr>
<tr>
<td>Project Engineer/Hydrologist/Geologist/Scientist</td>
<td>$135 - $145</td>
</tr>
<tr>
<td>Senior Project Engineer/Hydrologist/Geologist/Scientist</td>
<td>$145 - $185</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$160 - $185</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$185 - $240</td>
</tr>
<tr>
<td>Principal, Senior Advisor</td>
<td>$205 - $245</td>
</tr>
</tbody>
</table>

Automobile mileage, prints, copies, computer and plotter time, telephone and facsimile costs are indirect expenses and are included in the above rates. Outside expenses such as laboratory analysis, obtaining aerial photos, or other special services incurred directly in connection with the project are billed at cost plus 5 percent to cover handling and administration. Reimbursable expenses billed at cost include airfares, automobile rental, and other travel or per diem costs for projects more than 100 miles from the office site, billed at the current IRS rate (rounded up to the nearest $0.05). Subconsultants to LRE are billed at cost.
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Intergovernmental Agreement with Colorado Department of Public Health and Environment

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Council Bill 46, An Ordinance Approving an Intergovernmental Agreement between the City of Black Hawk and the State of Colorado, Acting by and through the Department of Public Health and Environment, Regarding the North Clear Creek Water Treatment Plant to be Constructed Along State Highway 119

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
IGA with CDPHE regarding the North Clear Creek Water Treatment Plant to be constructed on HWY 119.

AGENDA DATE: December 9, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Jack D. Lewis

DOCUMENTS ATTACHED: Ordinance and Exhibit A

RECORD: [ ]Yes [ A ]No

CITY ATTORNEY REVIEW: [ A ]Yes [ ]N/A

SUBMITTED BY: [ A ]Yes [ ]N/A

REVIEWED BY: [ A ]Yes [ ]N/A

__________________________     __________________________________
Melissa A. Greiner       Jack D. Lewis
City Clerk/Administrative Services Director    City Manager
COUNCIL BILL 47-2015
AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND RELATED DOCUMENTS IN ORDER TO REFINANCE THE CITY’S OUTSTANDING DEVICE TAX REVENUE REFUNDING BONDS, SERIES 2006A, TO AFFECT INTEREST RATE SAVINGS
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

COUNCIL BILL NUMBER: CB47  
ORDINANCE NUMBER: 2015-47  

TITLE: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND RELATED DOCUMENTS IN ORDER TO REFINANCE THE CITY’S OUTSTANDING DEVICE TAX REVENUE REFUNDING BONDS, SERIES 2006A, TO AFFECT INTEREST RATE SAVINGS.  

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

Section 1. Definitions. Terms used in this Authorizing Ordinance shall have the meanings specified in this Section for all purposes of this Authorizing Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication otherwise requires. All definitions include the singular and plural and include all genders.  

“Additional Bonds” means one or more series of bonds authorized to be issued by the City having a lien on the Pledged Revenues on a parity with the lien of the Series 2013 Bonds, the Series 2014 Bonds, and the Note.  

“Accredited Investor” means any Person who or which is an “accredited investor”, as that term is defined under sections 3(b) and (4)(2) of the federal “Securities Act of 1933” by regulation adopted thereunder by the securities and exchange commission.  

“Authorizing Ordinance” means the ordinance adopted by the City Council on December 9, 2015, authorizing the City to enter into the Loan and execute and deliver the Financing Documents.  

“Bank” means U.S. Bank National Association, a national banking association, Denver, Colorado, in its capacity as lender of the Loan.  

“Bond Fund” means the existing “City of Black Hawk Device Tax Interest and Bond Retirement Fund” maintained under the Prior Ordinances and continued by this Authorizing Ordinance.  

“Bonds” means, collectively, the Series 2013 Bonds, the Series 2014 Bonds, the Note, and any Additional Bonds authorized to be issued by the City and payable, in whole or in part, from the Pledged Revenues.
“Business Day” means a day on which banks located in the city in which the Principal Office of the Paying Agent is located are not required or authorized to be closed and on which the New York Stock Exchange is not closed.

“Charter” means the home rule charter of the City, including all amendments thereto prior to the date hereof.

“City” means the City of Black Hawk, Colorado.

“City Council” or “Council” means the City Council of the City or any successor in functions thereto.

“City Manager” means the City Manager of the City.

“Commercial Bank” means any depository for public funds permitted by the laws of the State for political subdivisions of the State which has a capital and surplus of $50,000,000 or more, and which is located within the United States.

“Device Tax” means the Occupational Tax specifically imposed upon operators of any equipment or mechanical, electromechanical or electronic contrivance, component or machine used remotely or directly in connection with gaming or any game, including slot machines, video gambling machines, poker tables, blackjack tables, or video blackjack tables, imposed pursuant to Ordinance No. 77-9, as amended by Ordinance Nos. 91-16, 94-22, and 97-5, and as such Ordinance No. 77-9 may be further amended from time to time.

“Escrow Account” means a special fund and separate trust account to be established and maintained pursuant to the Loan Agreement, this Authorizing Resolution and the Escrow Agreement for the purpose of paying the principal of and interest on the Refunded Bonds.

“Escrow Agent” means UMB Bank, n.a., Denver, Colorado, and any successor and assign thereof, being a commercial bank, a member of the Federal Deposit Insurance Corporation and having full and complete trust powers, where the Escrow Account is established and maintained.

“Escrow Agreement” means the “Escrow Agreement,” entered into by and between the City and the Escrow Agent concerning the establishment and maintenance of the Escrow Account, if required.

“Excise Tax Fund” means the existing “City of Black Hawk Excise Tax Fund” continued by this Authorizing Ordinance.

“Federal Securities” means only direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or ownership interests in any of the foregoing) and which are not callable prior to their scheduled maturities by the issuer thereof.

“Finance Director” means the Finance Director of the City.
“Financing Documents” means the Loan Agreement, the Note, this Authorizing Ordinance, the Escrow Agreement, and the Paying Agent Agreement.

“Fiscal Year” means the twelve months commencing on the first day of January of any calendar year and ending on the thirty-first day of December of such calendar year or such other twelve-month period as may from time to time be designated by the City Council as the Fiscal Year of the City.

“Interest Account” means the account within the Bond Fund utilized for the payment of interest due on any series of Bonds.

“Loan” means the loan made by the Bank to the City hereunder in the aggregate principal amount not to exceed $6,700,000.

“Note” means the City of Blackhawk, Colorado, Device Tax Revenue Refunding Note, evidencing the Loan, from the City, as maker, to the Bank, as payee, and dated as of the Closing Date.

“Occupational Tax” means, collectively, the annual occupational taxes imposed on all persons carrying on or engaging in any business, profession or occupation within the City limits, as set forth in Sections 4-191 through 4-207 of Article IX of Chapter 4 of the City’s Municipal Code, as it may be amended from time to time.

“Paying Agent” means UMB Bank, n.a., being the agent for the City for the payment of the Note and interest thereon, or its successors.

“Paying Agent Agreement” means the Registrar and Paying Agent Agreement between the City and UMB Bank, n.a..

“Person” means any individual, firm, partnership, corporation, company, association, joint-stock association, or body politic; and the term includes any trustee, receiver, assignee, or other similar representative thereof.

“Pledged Revenues” means:

(i) all of the proceeds to be derived by the City from the Device Tax in effect on the date of issuance of the Note (including, without limitation, interest and penalties paid to the City on delinquent collections of such taxes), and

(ii) all proceeds derived by the City from any legally available taxes (other than a general ad valorem tax) which replace or supersede all or a portion of the Device Tax or which are pledged by the City in the future to payment of the Bonds, regardless of whether such taxes are imposed by the City or the State or other political subdivision thereof.

“Pledged Revenues” do not include: (i) amounts withheld by retailers and vendors to cover their expenses in collecting and remitting the Pledged Revenues, (ii) amounts collected by the City and subsequently determined, pursuant to the applicable ordinance, to be subject to
valid claims for refunds; and (iii) any increase in the Device Tax subsequent to the execution and
delivery of the Note, unless the City specifically pledges such increase to the Note.

“Pledged Revenues” do include the $300 per device increase in the Device Tax
approved by the City’s voters at the 2013 Election, when and if implemented.

“Principal Account” means the account within the Bond Fund utilized for
payment of principal of any series of Bonds.

“Principal Office” means the principal office of the Registrar or Paying Agent, as
the case may be, as designated in writing by the City.

“Prior Ordinances” means, collectively, the ordinances authorizing the issuance of

“Redemption Date” means earliest date on which the Refunded Bonds may be
called for redemption as specified in the Sale Certificate.

“Refunded Bonds” means all of the currently outstanding Series 2006A Bonds.

“Refunded Bond Requirements” means the payment of (i) the interest due on the
Refunded Bonds, both accrued and not accrued, as the same become due on and after the date of
delivery of the Bonds and on and before the Redemption Date or maturity; and (ii) the principal
of the Refunded Bonds due upon maturity on or before the Redemption Date or upon prior
redemption on each respective Redemption Date.

“Refunding Project” means (a) the payment of the Refunded Bond Requirements
and (b) the payment of the costs of issuing the Note.

“Registrar” means UMB Bank, n.a., being the agent for the City for the
registration, transfer and exchange of the Note, or its successors.

“Reserve Fund” means the existing “City of Black Hawk Device Tax Bonds
Reserve Fund” maintained under the Prior Ordinances and continued in this Authorizing
Ordinance for the purpose of providing additional security for paying the principal of, prior
redemption premium, if any, and interest on the Bonds.

“Reserve Requirement” means an amount equal to the least of (i) 10 percent of
the principal amount of Bonds outstanding at the time of determination; (ii) 125% of average
annual debt service on the Bonds; or (iii) the maximum annual debt service on the Bonds at the
time outstanding. The Reserve Requirement may be recalculated on the first Business Day of
each year and upon the prior redemption or defeasance of any of the Bonds.

“Sale Certificate” means the certificate executed by the City Manager or the
Finance Director dated on or before the date of delivery of the Note, setting forth: (i) the rate or
rates of interest on the Note; (ii) the conditions on which and the prices at which the Note may be
called for redemption prior to maturity; (iii) the existence and amount of any capitalized interest
or reserve fund; (iv) the price at which the Note will be sold; (v) the aggregate principal amount
and denominations of the Note; (vi) the amount of principal maturing in any particular year; and (vii) the dates on which principal and interest will be paid and the first interest payment date, all subject to the parameters and restrictions contained in this Authorizing Ordinance.

“Series 2006A Bonds” means the City’s Device Tax Revenue Refunding Bonds, Series 2006A, originally issued in the aggregate principal amount of $13,270,000 and currently outstanding in the aggregate principal amount of $6,690,000.

“Series 2013 Bonds” means the City’s Device Tax Revenue Bonds, Series 2013, originally issued and currently outstanding in the aggregate principal amount of $10,000,000.


“Series 2014A Bonds” means the City’s Device Tax Revenue Bonds, Series 2014A, originally issued and currently outstanding in the aggregate principal amount of $10,000,000.

“Series 2014B Bonds” means the City’s Taxable (Convertible to Tax Exempt) Device Tax Revenue Bonds, Series 2014B, originally issued in the aggregate principal amount of $2,000,000 and currently outstanding in the aggregate principal amount of $500,000.

“State” means the State of Colorado.

“Supplemental Act” means Part 2 of Article 57 of Title 11, Colorado Revised Statutes, as amended.

“Tax Code” means the Internal Revenue Code of 1986, as amended to the date of delivery of the Note, and the regulations promulgated thereunder.

“Tax Compliance Certificate” means the Tax Compliance Certificate executed by the City in connection with the initial issuance and delivery of the Note, as it may from time to time be amended.

“Term Bonds” means any maturities of the Note which are subject to mandatory sinking fund redemption.

“Trust Bank” means a Commercial Bank which is authorized to exercise and is exercising trust powers.

“2013 Election” means the special municipal election held in the City on November 5, 2013.

Section 2.  Recitals.

A. The City is a home rule municipal corporation duly organized and existing under the Constitution and the laws of the State and the Charter.
B. At the 2013 Election, the registered electors of the City approved the following ballot question which authorized an increase in the rate of the Device Tax levied by the City:

C. At the 2013 Election, the registered electors of the City approved the following ballot question which authorized an increase in the rate of the Device Tax levied by the City:

SHALL CITY OF BLACK HAWK TAXES BE INCREASED BY UP TO $2,600,000 ANNUALLY IN THE FIRST FULL FISCAL YEAR (2014), AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER BY INCREASING THE RATE OF THE DEVICE TAX LEVIED BY THE CITY BY UP TO $300 PER DEVICE (WHICH TAX RATE MAY FLUCTUATE FROM TIME TO TIME AS DETERMINED BY THE COUNCIL SO LONG AS IT DOES NOT EXCEED $300) TO BE USED FOR ANY LAWFUL PURPOSE OF THE CITY INCLUDING, BUT NOT LIMITED TO, FUNDING CAPITAL IMPROVEMENT PROJECTS, ECONOMIC DEVELOPMENT PROJECTS, DEBT SERVICE AND CORE CITY SERVICES?

D. At an election held within the City on November 5, 1996 (the “1996 Election”), the Council was authorized to contract bonded indebtedness on behalf of the City in an aggregate amount not exceeding $3,500,000, pursuant to the following bond question:

SHALL CITY OF BLACK HAWK DEBT BE INCREASED $3,500,000, WITH A REPAYMENT COST OF $6,000,000 FOR THE PURPOSE OF CONSTRUCTING, ACQUIRING AND EQUIPPING ROADWAY AND RELATED IMPROVEMENTS TO BOBTAIL ROAD AND THE AREA IN THE VICINITY OF BOBTAIL ROAD, WITHIN THE CITY INCLUDING BUT NOT LIMITED TO DESIGN, ENGINEERING AND CONSTRUCTION OF STREET, PARKING, STREET LIGHT, BIKE PATH, STORMWATER, DRAINAGE, PEDESTRIAN AND LANDSCAPING IMPROVEMENTS AND MODIFICATIONS TO AND EXTENSIONS OF UTILITIES, AND ALL NECESSARY AND APPURTENANT FACILITIES; SUCH DEBT TO BE EVIDENCED BY THE ISSUANCE OF BONDS OR BONDS ISSUED TO REFUND SUCH BONDS PAYABLE FROM THE CITY’S DEVICE TAXES WITHOUT ANY INCREASE IN THE CURRENT RATE OF ANY SUCH DEVICE TAXES; SUCH BONDS TO BE SOLD IN ONE SERIES OR MORE IN AN AGGREGATE AMOUNT NOT TO EXCEED THE MAXIMUM AUTHORIZED PRINCIPAL AMOUNT AND REPAYMENT COSTS, ON TERMS AND CONDITIONS AS THE CITY COUNCIL MAY DETERMINE, INCLUDING PROVISIONS FOR THE REDEMPTION OF THE BONDS
PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF A PREMIUM; AND SHALL THE INVESTMENT EARNINGS ON THE BOND PROCEEDS BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

E. As a result of the 1996 Election, the City issued its Device Tax Revenue Bonds, Series 1997 (the “1997 Bonds”).

F. At an election held within the City on November 4, 1997 (the “1997 Election”), the Council was authorized to contract bonded indebtedness on behalf of the City in an aggregate amount not exceeding $14,080,000, pursuant to the following bond question:

   SHALL CITY OF BLACK HAWK DEBT BE INCREASED $14,080,000, WITH A REPAYMENT COST OF $26,478,120, AND SHALL CITY TAXES INCREASE $1,325,000 ANNUALLY IN 1998, OR BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY RAISING THE CITY’S DEVICE TAX BY $239 FOR EACH DEVICE; SUCH DEBT AND TAXES TO BE INCREASED FOR THE PURPOSE OF CONSTRUCTING, ACQUIRING AND EQUIPPING IMPROVEMENTS TO THE CITY’S WATER SUPPLY SYSTEM, INCLUDING, BUT NOT LIMITED TO, WATER TREATMENT, STORAGE AND DISTRIBUTION FACILITIES; SUCH DEBT TO BE EVIDENCED BY THE ISSUANCE OF BONDS OR BONDS ISSUED TO REFUND SUCH BONDS PAYABLE FROM CITY DEVICE TAX REVENUES AND ANY OTHER CITY REVENUES AS DETERMINED BY THE CITY COUNCIL; SUCH BONDS TO BE SOLD IN ONE SERIES OR MORE IN AN AGGREGATE AMOUNT NOT TO EXCEED THE MAXIMUM AUTHORIZED PRINCIPAL AMOUNT AND REPAYMENT COSTS, ON TERMS AND CONDITIONS AS THE CITY COUNCIL MAY DETERMINE, INCLUDING PROVISIONS FOR THE REDEMPTION OF THE BONDS PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF A PREMIUM; AND SHALL SUCH DEVICE TAX REVENUES AND THE INVESTMENT EARNINGS ON THE BOND PROCEEDS AND SUCH DEVICE TAX REVENUES BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

G. As a result of the 1997 Election, the City issued its Device Tax Revenue Bonds, Series 1998 (the “1998 Bonds”).

H. The Refunded Bonds were issued to refund, on an advance refunding basis, the 1997 Bonds and the 1998 Bonds.
I. The Refunded Bonds are subject to redemption prior to maturity at the
option of the City on December 1, 2015, and on any date thereafter, at the redemption price equal
to the principal amount so redeemed, plus accrued interest to the redemption date without a
redemption premium.

J. The City now desires to refund, pay and discharge the Refunded Bonds
and to pay the Refunded Bond Requirements as the same becomes due upon maturity or prior
redemption on the Redemption Date.

K. The City is not delinquent in the payment of the principal of or interest on
any of the Prior Bonds.

L. Article VII, Section 5 of the Charter and Title 31, Article 35, Part 4,
Colorado Revised Statutes, authorize the City to issue refunding revenue bonds without an
election for the purpose of reducing interest costs, effecting a change in any particular year or
years in the principal and interest payable thereon or in the related utility rates to be charged,
effecting other economies, or modifying or eliminating restrictive contractual limitations.

M. The Council is of the opinion that the Note should be issued for the
purpose of refunding the Refunded Bonds.

N. Pursuant to Article X, Section 20(4) of the Colorado Constitution, the
Note may be issued without voter approval to refinance debt at a lower interest rate.

O. To accomplish the Refunding Project, the City requested and the Bank has
agreed to make a loan available to the City in the maximum principal amount of $6,700,000 (the
“Loan”) on the terms and conditions set forth in a Loan Agreement between the City and the
Bank (the “Loan Agreement”), and the obligation to repay the Loan shall be evidenced by a
promissory note (the “Note”).

P. Pursuant to Sections 4-191 through 206 of Article IX of Chapter 4 of the
City’s Municipal Code, the City imposes an occupational tax on all persons carrying on or
engaging in any business, profession or occupation within the City limits, including but not
limited to an occupational tax on operators of any equipment or mechanical, electromechanical
or electronic contrivance, component or machine used remotely or directly in connection with
gaming or any game, including slot machines, video gambling machines, poker tables, blackjack
tables or video blackjack tables within the City.

Q. Pursuant to Article VII, Section 4 of the Charter, the City may pledge the
revenues or receipts derived from the Device Tax to the payment of or to secure any bonds or
other obligations.

R. The City desires to pledge the Pledged Revenues to secure the payment of
the principal of, interest on and prior redemption premium, if any, due in connection with the
Loan and the Note.

S. In addition to the Note, the City previously has pledged the Pledged
T. The Loan and the Note shall constitute a special revenue obligation of the City payable from and secured by the Pledged Revenues, subject to the limitations set forth in the Loan Agreement, and the Loan and the Note shall not constitute a debt or an indebtedness of the City within the meaning of any constitutional, charter or statutory provision or limitation nor shall they be considered or held to be general obligations of the City.

U. After consideration, the City Council has determined that entering into the Loan Agreement and the Note and implementing the Refunding Project is in the best interests of the City and the residents thereof.

V. Pursuant to an Escrow Agreement to be entered into by and between the City and UMB Bank, n.a., a commercial bank having trust powers, as escrow agent thereunder, there shall be placed in escrow and in trust with UMB Bank, n.a., as Escrow Agent, a portion of the proceeds of the Loan, together with such other legally available moneys of the City as may be necessary, in an amount sufficient to meet all requirements of principal and interest on the Refunded Bonds as the same shall become due to their respective designated maturity or prior redemption date.

W. There have been presented to this meeting of the Council the proposed form of the Loan Agreement, including the form of Note, a form of Escrow Agreement, and form of Paying Agent Agreement.

X. None of the members of the City Council have any potential conflicting interests in connection with the authorization, issuance, or execution of the Loan Agreement and the Note, or the use of the proceeds of the Loan.

Y. The City Council desires to authorize the Loan and the execution and delivery of the Financing Documents.

Z. Section 11-57-204 of the Supplemental Act provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BLACKHAWK, COLORADO, as follows:

Section 1. Ratification and Approval of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council and by the officers, agents or employees of the City directed toward entering into the Loan and implementing the Refunding Project, including without limitation the preparation of the request for proposal and the selection of the Lender, is hereby ratified, approved, and confirmed.

Section 2. Finding of Best Interests. The City Council hereby finds and determines, pursuant to the Charter, the Constitution and the laws of the State of Colorado, that the implementation of the Refunding Project and financing the respective costs thereof pursuant to the terms set forth in the Financing Documents, together with other available moneys of the City, are in the best interests of the residents of the City, and the City Council hereby authorizes and approves the same.
**Section 3.  Supplemental Act; Parameters.** The City Council hereby elects to apply all of the provisions of the Supplemental Act to the Loan and the Note and in connection therewith hereby delegates to the Mayor, the City Manager and the Finance Director the independent authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i) of the Supplemental Act, in relation to the Loan and the Note, and to execute a Sale Certificate setting forth such determinations, without any requirement that the City Council approve such determinations, subject to the following parameters and restrictions:

(a) The Loan shall mature no later than December 1, 2021.

(b) The principal amount of the Loan shall not exceed $6,700,000.

(c) The net effective interest rate on the Loan shall be lower than the interest rate on the Refunded Bonds.

(d) The maximum annual and total repayment costs on the Loan shall not exceed the maximum annual and total repayment costs on the Refunded Bonds.

The delegation set forth in this Section 3 shall be effective for one year following the date of adoption of this Ordinance.

**Section 4.  Approvals, Authorizations, and Amendments.**

(a) In accordance with the Constitution of the State of Colorado; the Charter, the Supplemental Act; Title 29, Article 2, Part 1, C.R.S.; and all other laws of the State of Colorado thereunto enabling, the City is hereby authorized to enter into the Loan and to execute and deliver the Financing Documents and the Bond for the purpose of: (i) paying the costs of the Refunding Project; and (ii) paying issuance and other costs in connection with the Loan and the transactions contemplated by this Ordinance and the Loan Agreement.

(b) The Loan shall constitute a special, limited obligation of the City as provided in the Loan Agreement. Neither the Loan Agreement nor the Note shall constitute an indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation; and neither the Loan nor the Note shall be considered or held to be a general obligation of the City but rather shall constitute its special, limited obligation.

(c) The City Council hereby authorizes the execution and delivery of the Financing Documents and the implementation of the Refunding Project in accordance therewith. The Financing Documents are incorporated herein by reference and are hereby approved. The City shall enter into and perform its obligations under the Financing Documents in substantially the form of such documents presented at this meeting, provided that such Financing Documents may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Ordinance and to comply with the terms of the Sale Certificate. The Mayor is hereby authorized and directed to execute the Financing Documents and the City Clerk is hereby authorized to attest the Financing Documents and affix the seal of the City thereto, and the Mayor, the City Manager or the Finance Director are authorized to execute and the City Clerk is further authorized to authenticate such other documents, instruments or certificates as
are deemed necessary or desirable in order to secure the Loan and to implement the Refunding Project. The execution of any Financing Document by the Mayor or other authorized officers of the City shall be conclusive evidence of the approval by the City of such documents or instruments in accordance with the terms hereof and thereof.

**Section 5. Authorization to Execute Collateral Documents.** The Mayor, the City Manager and the Finance Director of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, executing, attesting, authenticating and delivering for and on behalf of the City any and all necessary documents, instruments or certificates and performing all other acts that they deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as deemed necessary by the parties thereto in order to carry out the purposes of this Ordinance and to comply with the terms of the Sale Certificate. The execution of any document or instrument by the Mayor, the City Manager or the Finance Director shall be conclusive evidence of the approval by the City of such document or instrument in accordance with the terms hereof and thereof.

**Section 6. Creation and Maintenance of Escrow Account:** The Escrow Account is created pursuant to the Escrow Agreement and shall be maintained in an amount at the time of those initial deposits therein and at all times subsequently at least sufficient, together with the known minimum yield to be derived from the initial investment and any temporary reinvestment of the deposits therein or any part thereof in Federal Securities to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds on the Redemption Date.

**Section 7. Use of the Escrow Account.** Moneys shall be withdrawn by the Escrow Bank from the Escrow Account in sufficient amounts and at such times to permit the payment without default of the principal of, redemption premium, if any, and interest on the Refunded Bonds on the applicable redemption date. Any moneys remaining in the Escrow Account after provision shall have been made for the payment in full of the Refunded Bonds shall be applied to any lawful purpose of the City as the City Council may hereafter determine.

**Section 8. Exercise of Option.** The City Council has elected and does hereby declare its intent to exercise on the behalf and in the name of the City its option to redeem the Refunded Bonds on the earliest applicable redemption date. The City Council is hereby obligated so to exercise such option, which option shall be deemed to have been exercised when notice is duly given and completed as herein provided.

**Section 9. Ordinance Irrepealable.** After the Loan has been funded, this Ordinance shall be and remain irrepealable until the Loan and the interest accruing thereon shall have been fully paid, satisfied and discharged, as herein and therein provided.

**Section 10. Issued Under Authority of Charter and Supplemental Act; Recitals.** The Note herein authorized shall recite that it is issued under the authority of the City’s Charter. Pursuant to Section 11-57-210 of the Supplemental Act, the Note shall contain a
recital that they are issued pursuant to the Supplemental Act. Such recital shall be conclusive
evidence of the validity and regularity of the issuance of the Note Bonds after its delivery for
value.

Section 11. No Recourse Against Officers and Agents. Pursuant to Section
11-57-209 of the Supplemental Act, no civil recourse shall be available for the payment of the
principal of, interest or premium, if any, on the Note or for any claim based thereon or otherwise
upon this Ordinance or any other ordinance pertaining hereto, against any individual member of
the Council or any officer or agent of the City who acts in good faith, either directly or indirectly
through the Council or the City, or otherwise, whether by virtue of any constitution, statute, rule
of law, enforcement of penalty or otherwise. By the acceptance of the Note and as a part of the
consideration of their sale or purchase, any Person purchasing or selling such Note specifically
waives any such recourse.

Section 12. Limitation of Actions. Pursuant to Section 11-57-212 of the
Supplemental Act, no legal or equitable action brought with respect to any legislative acts or
proceedings of the City in connection with the authorization or issuance of the Bonds, including
but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after
the authorization of the Note.

Section 13. Recording and Authentication. Immediately on its passage this
Ordinance shall be signed by the Mayor and attested by the City Clerk, recorded in the official
records of the City kept for that purpose, and shall be posted or published in accordance with
Article II, Section 15 of the Charter

Section 14. Safety Clause. The City Council hereby finds, determines, and
declares that this Ordinance is promulgated under the general police power of the City, that it is
promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary
for the preservation of health and safety and for the protection of public convenience and
welfare. The City Council further determines that the Ordinance bears a rational relation to the
proper legislative object sought to be attained.

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

Section 16. Severability. If any article, section, paragraph, sentence, clause or
phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision
shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The
City Council hereby declares that it would have passed this Ordinance and each part or parts
hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

Section 17. Effective Date. The City Clerk is directed to post the Ordinance
as required by the Charter. This Ordinance shall become effective upon posting by the City
Clerk.
READ, PASSED AND ORDERED POSTED this 9th day of December, 2015.

________________________________________
David D. Spellman, Mayor

(SEAL)

ATTEST:

______________________________________
Melissa A. Greiner, City Clerk
I, Melissa Greiner, City Clerk of the City of Black Hawk, Colorado (the “City”), do hereby certify:

(i) The foregoing is a true, complete and correct copy of an ordinance (the “Ordinance”) introduced and adopted at the regular public meeting of the City Council of the City (the “Council”) on December 9, 2015. A quorum of the Council was in attendance at such meeting.

(ii) The members of the Council voted on passage and adoption of the Ordinance on December 9, 2015, as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Voting “Yea”</th>
<th>Voting “Nay”</th>
<th>Absent</th>
<th>Abstaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>David D. Spellman</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Linda Armbright</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paul G. Bennett</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jim Johnson</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hal Midcap</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greg Moates</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benito Torres</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(iii) The Ordinance was signed by the Mayor, sealed with the City seal, attested by me as City Clerk and recorded in the minutes of the Council.

(iv) Pursuant to the City’s Charter, following passage, the Ordinance was posted in three public places within the City.

(v) Attached hereto as Exhibit A is a copy of the notice of the meeting of December 9, 2015, which was posted at the City Hall not less than 24 hours in advance of the meeting as required by law.
IN WITNESS WHEREOF, I have hereto set my hand and the seal of the City this
9th day of December, 2015.

____________________________________
City Clerk
(SEAL)
CITY OF BLACK HAWK, COLORADO
DEVICE TAX REVENUE REFUNDING BONDS, SERIES 2015

ESCROW AGREEMENT

DATED as of December 21, 2015, made by and between CITY OF BLACK HAWK, COLORADO, a municipal corporation and a political subdivision duly organized and existing under its home rule charter and the laws of the State of Colorado, and UMB BANK, N.A., a national banking association having and exercising full and complete trust powers, duly organized and existing under and by virtue of the laws of the United States of America, being a member of the Federal Deposit Insurance Corporation and the Federal Reserve System.

(1) WHEREAS, the City of Black Hawk, in Gilpin County, Colorado, (the “City”) is duly organized and existing under its home rule charter and the laws of the State of Colorado (the “State”), and its officers from time to time have been duly chosen and qualified; and

(2) WHEREAS, the City has previously issued its Device Tax Revenue Refunding Bonds, Series 2006A (the “2006A Bonds”); and

(3) WHEREAS, the 2006A Bonds were issued in the original aggregate principal amount of $13,270,000 of which $6,690,000 currently remains outstanding as follows:

<table>
<thead>
<tr>
<th>Maturity (December 1)</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$3,100,000</td>
<td>5.000%</td>
</tr>
<tr>
<td>2021</td>
<td>3,590,000</td>
<td>5.000%</td>
</tr>
</tbody>
</table>

; and

(4) WHEREAS, the 2006A Bonds are subject to redemption prior to maturity on December 1, 2015 and on any date thereafter (the “2006A Redemption Date”), for a price equal to the principal amount so redeemed plus interest to the redemption date without a prior redemption premium; and

(5) WHEREAS, the City now desires to refund, pay and discharge all of the outstanding 2006A Bonds in the aggregate principal amount of $6,690,000 (the “Refunded Bonds”) by paying (i) the interest due on the Refunded Bonds, both accrued and not accrued, as the same become due on and after the date of delivery of the Bonds and on and before the
Redemption Date; and (ii) the principal of the Refunded Bonds due upon maturity on or before the Redemption Date or upon prior redemption on the Redemption Date (the “Refunded Bond Requirements”), all as permitted by the ordinance authorizing the issuance of the 2006A Bonds (herein, the “Prior Ordinance”); and

(6) WHEREAS, the City is not delinquent in the payment of any principal of or interest on any of the 2006A Bonds; and

(7) WHEREAS, the City Council of the City (the “City Council”) desires to refund, pay and discharge the Refunded Bonds, and to enter into a Loan Agreement and execute and deliver a Note (as defined below) therefor and for the payment of related costs; and

(8) WHEREAS, in order to finance the Refunding Project, the City has entered into a loan agreement (the “Loan Agreement”) with U.S. Bank National Association (the “Bank”), dated the date hereof, to obtain a loan in the amount of $[_____] (the “Loan”), a portion of the proceeds of which will be applied to the payment of the Refunded Bond Requirements as set forth in Exhibit A to this Escrow Agreement (the “Agreement”) and paying costs incidental thereto; and

(9) WHEREAS, the Loan Agreement, the Loan and related documents, were authorized to be entered into by an ordinance adopted by the City Council of the City on December 9, 2015 (the “Authorizing Ordinance”); and

(10) WHEREAS, the Authorizing Ordinance, among other matters, authorized the completion and execution of this Agreement; and

(11) WHEREAS, a copy of the Authorizing Ordinance and the Loan Agreement have been delivered to the Escrow Agent and the provisions therein set forth are herein incorporated by reference as if set forth herein verbatim in full; and

(12) WHEREAS, the Federal Securities, in any, and other moneys shown in the verification report (the “Report”) in Exhibit A to this Agreement have appropriate maturities and yields, together with the initial cash (as defined below), to insure the payment of the Refunded Bond Requirements, as the same become due; and

(13) WHEREAS, a schedule of receipts from such Federal Securities and a schedule of payments and disbursements included in the Report demonstrate the sufficiency of the Federal Securities and initial cash for such purpose; and
(14) WHEREAS, the Escrow Agent is empowered to undertake the obligations and commitments on its part herein set forth; and

(15) WHEREAS, the undersigned officer of the Escrow Agent is duly authorized to execute and deliver this Agreement in the Escrow Agent’s name and on its behalf; and

(16) WHEREAS, the City is empowered to undertake the obligations and commitments on its part herein set forth; and

(17) WHEREAS, the undersigned officers of the City are duly authorized to execute and deliver this Agreement in the City’s name and on its behalf; and

(18) WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Authorizing Ordinance.

NOW, THEREFORE, THIS ESCROW AGREEMENT WITNESSETH:

That in consideration of the premises and the mutual agreements herein contained, and the payment of the fees and costs specified in Section 9 duly paid by the City to the Escrow Agent on or prior to the execution and delivery of this Agreement the receipt of which is hereby acknowledged, and in order to secure the payment of the Refunded Bond Requirements, as the same become due, the parties hereto mutually undertake, promise, and agree for themselves and their respective representatives, successors, and assigns, as follows:

Section 1. Creation of Escrow.

A. Simultaneously with the delivery of the proceeds of the Loan, the City will deposit $[________] of proceeds of the Loan with the Escrow Agent, and the Escrow Agent shall cause such proceeds to be credited to and accounted for in the Escrow Account that is hereby created (the “Escrow Account”). Receipt of $[_______] by the Escrow Agent to be applied as provided herein is hereby acknowledged.

B. Proceeds shall be deposited with the Escrow Agent and credited to and accounted for in the Escrow Account. The securities and moneys accounted for therein shall be redeemed and paid out and otherwise administered by the Escrow Agent for the benefit of the City and the owners of the Refunded Bonds as provided in this Agreement and the Authorizing Ordinance.
Section 2. Purpose of Escrow. The Escrow Agent shall hold all moneys received from time to time as interest on such cash deposit, in trust to secure and for the payment of the Refunded Bond Requirements, as the same become due.

Section 3. Accounting for Escrow.

A. The moneys accounted for in the Escrow Account shall not be subject to checks drawn by the City or otherwise subject to its order except as otherwise provided in paragraph B of Section 1 and in Section 8 hereof.

B. The Escrow Agent shall transfer from time to time from the Escrow Account to the paying agent for the Refunded Bonds (the “Paying Agent”), if not the Escrow Agent, sufficient moneys to permit the payment, without any default, of the Refunded Bond Requirements, as the same become due, as provided herein. The Escrow Agent shall never be required to risk or advance its own funds for payments in connection with the Refunded Bonds.

Section 4. Sufficiency of Escrow.

The moneys accounted for in the Escrow Account shall be in an amount (or have appropriate maturities and yields to produce an amount) which at all times shall be sufficient to pay the Refunded Bond Requirements as they become due.

Section 5. Transfers for Refunded Bond Requirements.

The Escrow Agent shall make such transfers to the Paying Agent for the Refunded Bonds (if not the Escrow Agent) as will assure, to the extent of money in the Escrow Account properly allocable to and available therefor, the timely payment of the Refunded Bond Requirements.

Section 6. Termination of Escrow Account.

When payment or provisions for payment shall have been made with the Paying Agent for the Refunded Bonds so that all Refunded Bond Requirements shall be or shall have been paid in full and discharged, the Escrow Agent shall immediately pay over to the City the moneys, if any, then remaining in the Escrow Account and shall make forthwith a final report for the City. Such moneys may be used by the City for any lawful purpose, subject to any limitations in the Authorizing Ordinance.

Section 7. Fees and Costs.

A. The Escrow Agent’s total fees and costs for and in carrying out the provisions of this Agreement have been fixed at $[___] which amount is to be paid at or prior to
the time of the disbursement of the Loan by the City directly to the Escrow Agent as payment in full of all charges (except the costs of mailing and publishing notices of redemption) of the Escrow Agent pertaining to this Agreement for services performed hereunder. In addition, the City shall pay and/or reimburse the Escrow Agent for its costs incurred hereunder, including, without limitation, its reasonable legal fees and expenses and the costs of publishing and mailing the redemption notices required to be given by the Escrow Agent pursuant to Section 13 hereof.

B. Such payment for services rendered and to be rendered by the Escrow Agent shall not be for deposit in the Escrow Account, and the fees of and the costs incurred by the Escrow Agent shall not be deducted from such account. The Escrow Agent shall never assert a lien on the moneys or Federal Securities in the Escrow Account for payment for its services.

Section 8. Status Reports.

A. Within 45 days from of the close of each of the City’s fiscal years in which this Agreement shall be in effect, the Escrow Agent shall submit to the City a report covering all money which the Escrow Agent shall have received and all payments which it shall have made or caused to be made hereunder during the next preceding fiscal year (or such lesser amount of time as the Escrow Account shall have been in existence). The last report, however, shall be made in accordance with the provisions of Section 8 of this Agreement.

B. The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions relating to the funds held pursuant to this Agreement, the City waives receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its reports.

Section 9. Character of Deposit.

A. It is recognized that title to money accounted for in the Escrow Account from time to time shall remain vested in the City or in the Escrow Agent on behalf of the City but subject always to the prior charge and lien thereon of this Agreement and the use thereof required to be made by the provisions of this Agreement and the Authorizing Ordinance.

B. The Escrow Agent shall hold all such money in the Escrow Account as special trust funds and accounts separate and wholly segregated from all other securities and funds of the Escrow Agent or deposited therein, and shall never commingle such securities or money with other securities or money.
Section 10. Exercise of Option; Refunding and Defeasance Notice.

The City hereby exercises its option to redeem the Refunded Bonds and to call such Refunded Bonds for redemption on the Redemption Dates.

In connection with the refunding and defeasance of the Refunded Bonds, the City hereby authorizes and irrevocably instructs the Registrar for the Refunded Bonds to give notice of redemption of the Refunded Bonds in accordance with the terms and provisions of the 2006A Ordinance. By its execution of this Agreement, the Escrow Agent hereby acknowledges and accepts responsibility for the giving of such notice of redemption of the Refunded Bonds in the manner set forth in the 2006A Ordinance. Attached hereto as Exhibit B is a form of Notice of Refunding to be given in connection with the redemption of the Refunded Bonds.

Section 11. Bank’s Responsibility.

The Bank and owner from time to time of the Loan shall in no manner be responsible for the application or disposition of the proceeds thereof or any moneys accounted for in the Escrow Account.

Section 12. Amendment.

A. The Loan shall be issued in reliance upon this Escrow Agreement and, except as herein provided, this Agreement shall be irrevocable and not subject to amendment after the Loan has been disbursed by the Bank to the City.

B. The provisions of this Agreement may not be amended, waived or modified except to correct ambiguities or to add to the protection of the owner of the Loan or the Refunded Bonds. Such amendments shall be in writing executed by the parties hereto. The Escrow Agent shall be entitled to receive an opinion of counsel delivered to it by the City stating that any such amendment complies with this Section 15.


A. The duties and responsibilities of the Escrow Agent are limited to those expressly and specifically stated in this Agreement and no implied covenants or obligations shall be read against the Escrow Agent hereunder.

B. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment or reinvestment made pursuant to this Escrow Agreement and in compliance with the provisions hereof.

-6-
C. The Escrow Agent shall not be liable for any act done or step taken or omitted by it or for any mistake of fact or law or for anything which it may do or refrain from doing, except for its negligence or its default in the performance of any obligations imposed upon it hereunder.

D. The Escrow Agent shall neither be under any obligation to inquire into nor be in any way responsible for the performance or nonperformance by the City of any of its obligations, nor shall the Escrow Agent be responsible in any manner for the recitals or statements contained in this Agreement, in the Authorizing Ordinance, in the Refunded Bonds or in any proceedings taken in connection therewith, such recitals and statements being made solely by the City.

E. Nothing in this Agreement creates any obligation or liabilities on the part of the Escrow Agent to anyone other than the City and the holders of the Refunded Bonds and the owner of the Loan.

F. None of the provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

G. The Escrow Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

H. The Escrow Agent may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or opinion of counsel.

I. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.
J. The Escrow Agent may at any time resign by giving 60 days written notice of resignation to the City, but such resignation shall only be effective upon a successor being appointed hereunder. Upon receiving such notice of resignation, the City shall promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning Escrow Agent from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to the City, the resigning Escrow Agent and the successor. If no successor shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor. Upon any such resignation, the Escrow Agent shall repay the City a pro-rata portion of the fee received by the Escrow Agent upon execution and delivery of this Agreement, based on the services provided by the Escrow Agent under this Agreement prior to such resignation and the services remaining to be performed by a successor escrow agent hereunder. Notwithstanding the foregoing, the Escrow Agent shall not be required to repay any of the fee if the Escrow Agent is resigning due to a breach of this Agreement by the City.

K. Any corporation into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any corporation succeeding to the business of the Escrow Agent, or any corporation to which the Escrow Agent shall sell all or substantially all of its corporate trust business, shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

Section 14. Time of Essence.

Time is of the essence in the performance of the obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 15. Successors.

A. Whenever in this Agreement the City or the Escrow Agent is named or is referred to, such provision is deemed to include any successor of the City or the Escrow Agent, respectively, immediate or intermediate, whether so expressed or not.
B. All of the stipulations, obligations, and agreements by or on behalf of and other provisions for the benefit of the City or the Escrow Agent contained in this Agreement:

(1) Shall bind and inure to the benefit of any such successor, and

(2) Shall bind and inure to the benefit of any officer, board, authority, agent, or instrumentality to whom or to which there shall be transferred by or in accordance with law any relevant right, power, or duty of the City or the Escrow Agent, respectively, or of their successors.

Section 16. Severability.

If any section, paragraph, clause, or provision of this Escrow Agreement 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 Agreement.

Section 17. Notices.

Any notice to be given hereunder shall be delivered personally or mailed postage prepaid, return receipt requested, to the following addresses:

If to the City: City of Black Hawk, Colorado
201 Selak
P. O. Box 68
Black Hawk, Colorado 80422
ATTN: City Manager

If to the Escrow Agent: UMB Bank, n.a.
1670 Broadway
Denver, Colorado 80202
ATTN: Corporate Trust and Escrow Services

or such other address as either party may, by written notice to the other party, hereafter specify. Any notice shall be deemed to be given upon mailing.

Section 18. Governing Law. This Agreement shall be interpreted and enforced in accordance with and governed by the laws of the State of Colorado.

Section 19. Exercise of Option. The Council has elected and does hereby declare its intent to exercise on the behalf and in the name of the City its option to redeem the
Refunded Bonds on the earliest practicable date. The Council is hereby obligated so to exercise such option, which option shall be deemed to have been exercised when notice is duly given and completed as herein provided.

**Section 20. Form of Notice.** The notice of refunding, prior redemption and defeasance so to be given forthwith and shall be in substantially the following form:
(Form of Notice)

NOTICE OF REFUNDING, DEFEASANCE AND PRIOR REDEMPTION
OF
CITY OF BLACK HAWK, COLORADO
DEVICE TAX REVENUE BONDS
SERIES 2006A

CUSIP Nos. 09204C DB1, DE5

NOTICE IS HEREBY GIVEN in the name of the City of Black Hawk, Colorado (the “City”) that the City has caused to be deposited in escrow with UMB Bank, n.a., refunding bond proceeds and other funds which are sufficient, to refund, pay, and discharge the principal of and interest on its outstanding Device Tax Revenue Refunding Bonds, Series 2006A (the “2006A Refunded Bonds”) as more particularly described below.

The 2006A Refunded Bonds maturing on and after December 1, 2016 will be called for prior redemption on January 12, 2016 (the “2006A Redemption Date”). On the Redemption Date, the principal of such 2006A Refunded Bonds plus accrued interest to the 2006A Redemption Date without a redemption premium will become due and payable at the principal office of the paying agent, UMB Bank, n.a. (the “Paying Agent”), and thereafter interest will cease to accrue.

The escrow, including the known minimum yield from such investments and the initial cash balance remaining uninvested, is fully sufficient at the time of the deposit and at all times subsequent, to pay the principal of and interest on the Refunded Bonds due in connection with the redemption of the Refunded Bonds on the Redemption Date.

In compliance with federal law, the Paying Agent is required to withhold a portion of the principal (at the then-applicable rate) from payments to individuals who fail to furnish valid Taxpayer Identification Numbers. A completed Form W-9 should be presented with your bond.

The CUSIP numbers were assigned to this issue by Standard & Poor’s Corporation and are included solely for the convenience of bondholders. The City shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to their correctness on the Refunded Bonds or as indicated in any redemption notice.
DATED: December 10, 2015.

UMB BANK, N.A.

By /s/  
Title: Authorized Officer

(End of Form of Notice)
IN WITNESS WHEREOF, CITY OF BLACK HAWK, COLORADO, has caused this Escrow Agreement to be signed in the City’s name by its Mayor and UMB BANK, N.A. has caused this Escrow Agreement to be signed in its corporate name by one of its Vice Presidents, all as of the day and year first above written.

CITY OF BLACK HAWK, COLORADO

By_________________________________________
Mayor

(SEAL)

ATTEST:

_________________________________________
City Clerk

UMB BANK, N.A.

By_________________________________________
Senior Vice President
EXHIBIT 1

(Attach Sufficiency Exhibit)
LOAN AGREEMENT

BY AND BETWEEN

CITY OF BLACK HAWK, COLORADO

AND

U. S. BANK NATIONAL ASSOCIATION
AS LENDER

DATED AS OF [CLOSING DATE]
ARTICLE IX MISCELLANEOUS........................................................................................................ - 28 -

Section 9.01. Loan Agreement and Relationship to Other Documents............................ - 28 -

Section 9.02. Assignments, Participations, etc. by the Bank............................................. - 28 -

Section 9.03. Litigation/Indemnification........................................................................... - 29 -

Section 9.04. Notice of Claims Against Bank; Limitation of Certain Damages .............. - 30 -

Section 9.05. Notices ........................................................................................................ - 31 -

Section 9.06. Payments..................................................................................................... - 32 -

Section 9.07. Applicable Law and Jurisdiction; Interpretation; Severability............... - 32 -

Section 9.08. Copies; Entire Agreement; Modification ................................................... - 32 -

Section 9.09. Waiver of Jury Trial. ................................................................................... - 33 -

Section 9.10. Exhibits ....................................................................................................... - 33 -

Section 9.11. No Recourse Against Officers and Agents ................................................ - 33 -

Section 9.12. Conclusive Recital ...................................................................................... - 33 -

Section 9.13. Limitation of Actions................................................................................... - 33 -

Section 9.14. Pledge of Revenues .................................................................................... - 33 -

Section 9.15. Reserved ..................................................................................................... - 33 -

Section 9.16. No Liability ................................................................................................. - 34 -

Section 9.17. No Waiver; Modifications in Writing ......................................................... - 34 -

Section 9.18. Payment on Non-Business Days ................................................................. - 34 -

Section 9.19. Document Imaging ..................................................................................... - 34 -

Section 9.20. Further Assurances ..................................................................................... - 35 -

Section 9.21. Execution in Counterparts .......................................................................... - 35 -

Section 9.22. Severability ................................................................................................. - 35 -

Section 9.23. Headings ..................................................................................................... - 35 -

Section 9.24. No Rating, DTC, or CUSIP ....................................................................... - 35 -

Section 9.25. Integration ................................................................................................. - 35 -

Section 9.26. Bank Representation ................................................................................... - 35 -

Section 9.27. Patriot Act Notice ....................................................................................... - 35 -

EXHIBIT A: FORM OF NOTE
EXHIBIT B: FORM OF ANNUAL COMPLIANCE CERTIFICATE
LOAN AGREEMENT

THIS LOAN AGREEMENT (this “Loan Agreement”) is made and entered into as of [closing date], by and between CITY OF BLACK HAWK, COLORADO, a home rule municipal corporation duly organized and existing under the Constitution and the laws of the State and the Charter (the “City”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, in its capacity as lender (the “Bank”).

PREFACE

All capitalized terms used herein will have the meanings ascribed to them in Article II of this Loan Agreement.

ARTICLE I

DEFINITIONS

In this Loan Agreement, except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below. These definitions shall be equally applicable to both the singular and the plural forms of the terms so defined.

“1996 Election” means the authorizing debt election held within the City on November 5, 1996.

“Accredited Investor” means any Person who or which is an “accredited investor”, as that term is defined under sections 3(b) and (4)(2) of the federal “Securities Act of 1933” by regulation adopted thereunder by the securities and exchange commission.

“Authorized Officer” means any member of the City Council, the City Manager and the Finance Director.

“Authorizing Ordinance” means the ordinance adopted by the City Council on December 9, 2015, authorizing the City to enter into the Loan and execute and deliver the Financing Documents.

“Annual Compliance Certificate” means a certificate of the City in substantially the form of Exhibit B attached hereto.

“Bank” means U.S. Bank National Association, a national banking association, Denver, Colorado, in its capacity as lender of the Loan.

“Bond Counsel” means Butler Snow LLP.

“Bond Fund” means the existing “City of Black Hawk Device Tax Interest and Bond Retirement Fund” maintained under the Prior Ordinances and continued by the Authorizing Ordinance and this Loan Agreement.
“Bonds” means, collectively, the Series 2013 Bonds, the Series 2014 Bonds, the Note, and any Additional Bonds authorized to be issued by the City and payable, in whole or in part, from the Pledged Revenues.

“Business Day” means any day of the week on which the Bank is conducting its banking operations nationally and on which day the Bank’s offices are open for business in Denver, Colorado.

“Certified Public Accountant” means an independent certified public accountant within the meaning of §12-2-115, C.R.S., and any amendment thereto, licensed to practice in the State of Colorado.

“Charter” means the home rule charter of the City, including all amendments thereto prior to the date hereof.

“City” means the City of Black Hawk, Colorado.

“City Council” means the City Council of the City.

“City Manager” means the City Manager of the City, or his or her successor in function.

“Closing” means the concurrent execution and delivery of the Financing Documents by the respective parties thereto and the issuance and disbursement of the proceeds of the Loan and application of the proceeds thereof in accordance with the provisions hereof.

“Closing Date” means the date on which the Closing occurs.


“C.R.S.” means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“Default Rate” means the Fixed Rate plus 5.00%.

“Device Tax” means the Occupational Tax specifically imposed upon operators of any equipment or mechanical, electromechanical or electronic contrivance, component or machine used remotely or directly in connection with gaming or any game, including slot machines, video gambling machines, poker tables, blackjack tables, or video blackjack tables, imposed pursuant to Ordinance No. 77-9, as amended by Ordinance Nos. 91-16, 94-22, and 97-5, and as such Ordinance No. 77-9 may be further amended from time to time.

“Escrow Account” means a special fund and separate trust account to be established and maintained pursuant to the Loan Agreement, this Authorizing Resolution and the Escrow Agreement for the purpose of paying the principal of and interest on the Refunded Bonds.
“Escrow Agent” means UMB Bank, n.a., Denver, Colorado, and any successor and assign thereof, being a commercial bank, a member of the Federal Deposit Insurance Corporation and having full and complete trust powers, where the Escrow Account is established and maintained.

“Escrow Agreement” means the “Escrow Agreement,” entered into by and between the City and the Escrow Agent concerning the establishment and maintenance of the Escrow Account, if required.

“Event of Default” has the meaning set forth in Section 7.01 hereof.

“Excise Tax Fund” means the existing “City of Black Hawk Excise Tax Fund” continued by the Authorizing Ordinance.

“Financing Documents” means this Loan Agreement, the Note, the Authorizing Ordinance, the Escrow Agreement, and the Paying Agent Agreement, all in form and substance satisfactory to the Bank.

“Finance Director” means the Finance Director of the City or his or her successor in function.

“Fiscal Year” means the 12 months commencing January 1 of any year and ending December 31 of such year.

“Fixed Rate” means [___]%.

“Interest Payment Date” means June 1 and December 1 of each year, commencing June 1, 2016, and the Maturity Date.

“Interest Period” means the six month period from one Interest Payment Date to the next Interest Payment Date.

“Loan” means the loan made by the Bank to the City hereunder in the aggregate principal amount of $[______].

“Loan Agreement” means this Loan Agreement and any amendments or supplements made hereto in accordance with the terms herewith.

“Maturity Date” means December 1, 2021.

“Note” means the City of Black Hawk, Colorado, Device Tax Revenue Refunding Note, Series [2015/2016], evidencing the Loan, in the aggregate principal amount of $[______], from the City, as maker, to the Bank, as payee, and dated as of the Closing Date.

“Occupational Tax” means, collectively, the annual occupational taxes imposed on all persons carrying on or engaging in any business, profession or occupation within the City limits, as set forth in Sections 4-191 through 4-207 of Article IX of Chapter 4 of the City’s Municipal Code, as it may be amended from time to time.
“Participants” means one or more commercial banks or other Persons not affiliates of the City, which Participants shall be Accredited Investors.

“Paying Agent Agreement” means the Registrar and Paying Agreement, dated of even date hereof, by and between the City and the UMB Bank, n.a., as amended or supplemented from time to time.

“Paying Agent” means UMB Bank, n.a., and its successors and assigns, as custodian under the Paying Agent Agreement.

“Permitted Investments” means any investment or deposit permissible under then applicable law.

“Permitted Parity Debt” means additional debt issued after the Closing Date which may have a claim upon the Pledged Revenue or any part thereof on a parity with the claim of the Loan, so long as such additional Debt meets all of the following criteria:

(a) at the time of issuance, no Event of Default hereunder shall have occurred and be continuing;

(b) acceleration of such additional debt shall not be an available remedy or right under any circumstance, including without limitation a default under such additional Debt; and

(c) the owner(s) of such additional debt shall have no prior consent rights to any amendments to this Loan Agreement or the other Financing Documents.

“Permitted Subordinate Debt” means additional debt issued after the Closing Date which meets all of the following criteria:

(a) at the time of issuance, no Event of Default hereunder shall have occurred and be continuing;

(b) such additional debt shall be payable as to principal and interest only once per calendar year, on a date after all amounts to be paid or accumulated in connection with the Loan in such calendar year have been paid or accumulated;

(c) acceleration of such additional debt shall not be an available remedy or right under any circumstance, including without limitation a default under such additional debt;

(d) the owner(s) of such additional debt shall have no prior consent rights to any amendments to this Loan Agreement or the other Financing Documents;

(e) the maturity date of such additional debt shall not be earlier than the Maturity Date of the Loan;
the documentation pursuant to which such additional debt is authorized and incurred shall contain provisions to the effect that the payment thereof is fully subordinate and junior to the payment of the Loan.

“Person” means an individual, a corporation, a partnership, an association, a joint venture, a trust, an unincorporated organization or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Pledged Revenue” means:

(a) all of the proceeds to be derived by the City from the Device Tax in effect on the date of issuance of the Note (including, without limitation, interest and penalties paid to the City on delinquent collections of such taxes), and

(b) all proceed derived by the City from any legally available taxes (other than a general ad valorem tax) which replace or supersede all or a portion of the Device Tax or which are pledged by the City in the future to payment of the Bonds, regardless of whether such taxes are imposed by the City or the State or other political subdivision thereof.

“Pledged Revenues” do not include: (i) amounts withheld by retailers and vendors to cover their expenses in collecting and remitting the Pledged Revenues, (ii) amounts collected by the City and subsequently determined, pursuant to the applicable ordinance, to be subject to valid claims for refunds; and (iii) any increase in the Device Tax subsequent to the issuance of the Note, unless the City specifically pledges such increase to the Note.

“Pledged Revenues” do include the $300 per device increase in the Device Tax approved by the City’s voters at the 2013 Election, when and if implemented.

“Principal Account” means the account within the Bond Fund utilized for payment of principal of any series of Bonds.

“Principal Payment Date” means December 1 of each year, commencing December 1, 2016, and the Maturity Date.

“Prior Ordinances” means, collectively, the ordinances authorizing the issuance of the Series 2013 Bonds and the Series 2014 Bonds.

“Redemption Date” means the earliest date on which the Refunded Bonds may be called for prior redemption.

“Refunded Bonds” means the portion of the Series 2006A Bonds which is refunded by the Loan, being the Series 2006A Bonds maturing on and after December 1, 2016, in the aggregate principal amount of $6,690,000.

“Refunded Bond Requirements” means the payment of (i) the interest due on the Refunded Bonds, both accrued and not accrued, as the same become due on and after the date of delivery of the Bonds and on and before the Redemption Date or maturity; and (ii) the principal
of the Refunded Bonds due upon maturity on or before the Redemption Date or upon prior redemption on each respective Redemption Date.

“Refunding Project” means (a) the payment of the Refunded Bond Requirements and (b) the payment of the costs of issuing the Note.

“Reserve Fund” means the existing “City of Black Hawk Device Tax Bonds Reserve Fund” maintained under the Prior Ordinances and continued in this Authorizing Ordinance for the purpose of providing additional security for paying the principal of, prior redemption premium, if any, and interest on the Bonds.

“Reserve Requirement” means an amount equal to the least of (i) 10 percent of the principal amount of Bonds outstanding at the time of determination; (ii) 125% of average annual debt service on the Bonds; or (iii) the maximum annual debt service on the Bonds at the time outstanding. The Reserve Requirement may be recalculated on the first Business Day of each year and upon the prior redemption or defeasance of any of the Bonds.

“Series 2006A Bonds” means the City’s Device Tax Revenue Refunding Bonds, Series 2006A, originally issued in the aggregate principal amount of $13,270,000 and currently outstanding in the aggregate principal amount of $6,690,000.

“Series 2013 Bonds” means the City’s Device Tax Revenue Bonds, Series 2013, originally issued and currently outstanding in the aggregate principal amount of $10,000,000.


“Series 2014A Bonds” means the City’s Device Tax Revenue Bonds, Series 2014A, originally issued and currently outstanding in the aggregate principal amount of $10,000,000.

“Series 2014B Bonds” means the City’s Taxable (Convertible to Tax Exempt) Device Tax Revenue Bonds, Series 2014B, originally issued in the aggregate principal amount of $2,000,000 and currently outstanding in the aggregate principal amount of $500,000.

“Supplemental Public Securities Act” means Title 11, Article 57, Part 2, C.R.S.

“Tax Certificate” means the tax compliance certificate to be signed by the City in connection with the Tax-Exempt Reissuance Date, in a form acceptable to Bond Counsel, relating to the requirements of Sections 103 and 141-150 of the Code.

ARTICLE II

RECITALS

A. The City is a home rule municipal corporation duly organized and existing under the Constitution and the laws of the State and the Charter.
B. At the 2013 Election, the registered electors of the City approved the following ballot question which authorized an increase in the rate of the Device Tax levied by the City:

C. At the 2013 Election, the registered electors of the City approved the following ballot question which authorized an increase in the rate of the Device Tax levied by the City:

SHALL CITY OF BLACK HAWK TAXES BE INCREASED BY UP TO $2,600,000 ANNUALLY IN THE FIRST FULL FISCAL YEAR (2014), AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER BY INCREASING THE RATE OF THE DEVICE TAX LEVIED BY THE CITY BY UP TO $300 PER DEVICE (WHICH TAX RATE MAY FLUCTUATE FROM TIME TO TIME AS DETERMINED BY THE COUNCIL SO LONG AS IT DOES NOT EXCEED $300) TO BE USED FOR ANY LAWFUL PURPOSE OF THE CITY INCLUDING, BUT NOT LIMITED TO, FUNDING CAPITAL IMPROVEMENT PROJECTS, ECONOMIC DEVELOPMENT PROJECTS, DEBT SERVICE AND CORE CITY SERVICES?

D. At an election held within the City on November 5, 1996 (the “1996 Election”), the Council was authorized to contract bonded indebtedness on behalf of the City in an aggregate amount not exceeding $3,500,000, pursuant to the following bond question:

SHALL CITY OF BLACK HAWK DEBT BE INCREASED $3,500,000, WITH A REPAYMENT COST OF $6,000,000 FOR THE PURPOSE OF CONSTRUCTING, ACQUIRING AND EQUIPPING ROADWAY AND RELATED IMPROVEMENTS TO BOBTAIL ROAD AND THE AREA IN THE VICINITY OF BOBTAIL ROAD, WITHIN THE CITY INCLUDING BUT NOT LIMITED TO DESIGN, ENGINEERING AND CONSTRUCTION OF STREET, PARKING, STREET LIGHT, BIKE PATH, STORMWATER, DRAINAGE, PEDESTRIAN AND LANDSCAPING IMPROVEMENTS AND MODIFICATIONS TO AND EXTENSIONS OF UTILITIES, AND ALL NECESSARY AND APPURTENANT FACILITIES; SUCH DEBT TO BE EVIDENCED BY THE ISSUANCE OF BONDS OR BONDS ISSUED TO REFUND SUCH BONDS PAYABLE FROM THE CITY’S DEVICE TAXES WITHOUT ANY INCREASE IN THE CURRENT RATE OF ANY SUCH DEVICE TAXES; SUCH BONDS TO BE SOLD IN ONE SERIES OR MORE IN AN AGGREGATE AMOUNT NOT TO EXCEED THE MAXIMUM AUTHORIZED PRINCIPAL AMOUNT AND REPAYMENT COSTS, ON TERMS AND CONDITIONS AS THE CITY COUNCIL MAY DETERMINE, INCLUDING PROVISIONS FOR THE REDEMPTION OF THE BONDS PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF A PREMIUM; AND SHALL THE INVESTMENT EARNINGS ON THE BOND PROCEEDS BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO...
THE LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

E. As a result of the 1996 Election, the City issued its Device Tax Revenue Bonds, Series 1997 (the “1997 Bonds”).

F. At an election held within the City on November 4, 1997 (the “1997 Election”), the Council was authorized to contract bonded indebtedness on behalf of the City in an aggregate amount not exceeding $14,080,000, pursuant to the following bond question:

SHALL CITY OF BLACK HAWK DEBT BE INCREASED $14,080,000, WITH A REPAYMENT COST OF $26,478,120, AND SHALL CITY TAXES INCREASE $1,325,000 ANNUALLY IN 1998, OR BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY RAISING THE CITY'S DEVICE TAX BY $239 FOR EACH DEVICE; SUCH DEBT AND TAXES TO BE INCREASED FOR THE PURPOSE OF CONSTRUCTING, ACQUIRING AND EQUIPPING IMPROVEMENTS TO THE CITY'S WATER SUPPLY SYSTEM, INCLUDING, BUT NOT LIMITED TO, WATER TREATMENT, STORAGE AND DISTRIBUTION FACILITIES; SUCH DEBT TO BE EVIDENCED BY THE ISSUANCE OF BONDS OR BONDS ISSUED TO REFUND SUCH BONDS PAYABLE FROM CITY DEVICE TAX REVENUES AND ANY OTHER CITY REVENUES AS DETERMINED BY THE CITY COUNCIL; SUCH BONDS TO BE SOLD IN ONE SERIES OR MORE IN AN AGGREGATE AMOUNT NOT TO EXCEED THE MAXIMUM AUTHORIZED PRINCIPAL AMOUNT AND REPAYMENT COSTS, ON TERMS AND CONDITIONS AS THE CITY COUNCIL MAY DETERMINE, INCLUDING PROVISIONS FOR THE REDEMPTION OF THE BONDS PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF A PREMIUM; AND SHALL SUCH DEVICE TAX REVENUES AND THE INVESTMENT EARNINGS ON THE BOND PROCEEDS AND SUCH DEVICE TAX REVENUES BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

G. As a result of the 1997 Election, the City issued its Device Tax Revenue Bonds, Series 1998 (the “1998 Bonds”).

H. The Refunded Bonds were issued to refund, on an advance refunding basis, the 1997 Bonds and the 1998 Bonds.

I. The Refunded Bonds are subject to redemption prior to maturity at the option of the City on December 1, 2015, and on any date thereafter at the redemption price equal to the principal amount so redeemed, plus accrued interest to the redemption date without a redemption premium.
J. The City now desires to refund, pay and discharge the Refunded Bonds and to pay the Refunded Bond Requirements as the same becomes due upon maturity or prior redemption on the Redemption Date.

K. The City is not delinquent in the payment of the principal of or interest on any of the Prior Bonds.

L. Article VII, Section 5 of the Charter and Title 31, Article 35, Part 4, Colorado Revised Statutes, authorize the City to issue refunding revenue bonds without an election for the purpose of reducing interest costs, effecting a change in any particular year or years in the principal and interest payable thereon or in the related utility rates to be charged, effecting other economies, or modifying or eliminating restrictive contractual limitations.

M. The Council is of the opinion that the Note should be issued for the purpose of refunding the Refunded Bonds.

N. Pursuant to Article X, Section 20(4) of the Colorado Constitution, the Note may be issued without voter approval to refinance debt at a lower interest rate.

O. To accomplish the Refunding Project, the City requested and the Bank has agreed to make a loan available to the City in the maximum principal amount of $6,700,000 (the “Loan”) on the terms and conditions set forth in a Loan Agreement between the City and the Bank (the “Loan Agreement”), and the obligation to repay the Loan shall be evidenced by a promissory note (the “Note”).

P. Pursuant to Sections 4-191 through 206 of Article IX of Chapter 4 of the City’s Municipal Code, the City imposes an occupational tax on all persons carrying on or engaging in any business, profession or occupation within the City limits, including but not limited to an occupational tax on operators of any equipment or mechanical, electromechanical or electronic contrivance, component or machine used remotely or directly in connection with gaming or any game, including slot machines, video gambling machines, poker tables, blackjack tables or video blackjack tables within the City.

Q. Pursuant to Article VII, Section 4 of the Charter, the City may pledge the revenues or receipts derived from the Device Tax to the payment of or to secure any bonds or other obligations.

R. The City desires to pledge the Pledged Revenues to secure the payment of the principal of, interest on and prior redemption premium, if any, due in connection with the Loan and the Note.

S. In addition to the Note, the City previously has pledged the Pledged Revenues to the Series 2013 Bonds and the Series 2014 Bonds.

T. The Loan and the Note shall constitute a special revenue obligation of the City payable from and secured by the Pledged Revenues, subject to the limitations set forth in the Loan Agreement, and the Loan and the Note shall not constitute a debt or an indebtedness of
the City within the meaning of any constitutional, charter or statutory provision or limitation nor
shall they be considered or held to be general obligations of the City.

U. After consideration, the City Council has determined that entering into the
Loan Agreement and the Note and implementing the Refunding Project is in the best interests of
the City and the residents thereof.

V. There have been presented to this meeting of the Council the proposed
form of the Loan Agreement, including the form of Note, and form of Paying Agent Agreement.

W. None of the members of the City Council have any potential conflicting
interests in connection with the authorization, issuance, or execution of the Loan Agreement and
the Note, or the use of the proceeds of the Loan.

X. The City Council desires to authorize the Loan and the execution and
delivery of the Financing Documents.

Y. Section 11-57-204 of the Supplemental Act provides that a public entity,
including the City, may elect in an act of issuance to apply all or any of the provisions of the
Supplemental Act.

ARTICLE III

LOAN

Section 3.01. Term Loan.

(a) Authorization. In accordance with the Charter, the Constitution
and laws of the State, including but not limited to Title 31, Article 35, Part 4, Colorado Revised
Statutes (as authorized pursuant to Article VII, Section 5 of the Charter) and the Supplemental
Act., the City shall enter into the Loan and issue the Note for the purpose of: (i) paying the costs
of Refunding Project; and (ii) paying issuance and other costs in connection with the Loan and
the Refunding Project.

The City hereby elects to apply all of the provisions of the Supplemental Act to this Loan
Agreement, the Loan and the Note. The Note shall recite that it is issued under the authority of
Title 11, Article 57, Part 2, C.R.S. Such recital shall be conclusive evidence of the validity and
the regularity of the issuance of the Note after its delivery for value.

(b) Agreement to Make Loan. The Bank hereby agrees to extend
the Loan to the City, subject to the terms and conditions of this Loan Agreement. The Loan shall
be evidenced by the Note, which shall be substantially in the form set forth in Exhibit A attached
hereto.

(c) Application of Loan Proceeds. On the Closing Date, the Bank
will make available the proceeds of the Loan, and such moneys shall be applied as follows: the
amount of $[_____] shall be deposited into the Escrow Account [paid directly to the Paying
Agent for the Refunded Bonds] to pay, cancel and redeem the Refunded Bonds on the Redemption Date.

Section 3.02. Interest Rate; Loan Payments; Fees and Expenses.

(a) **Interest Payments.**

(i) **Payment Dates and Computations:** Interest payments on the Loan shall be due on each Interest Payment Date. All interest due and payable hereunder shall be calculated on the basis of a 360-day year and actual number of days elapsed in the applicable period. The Bank’s internal records of applicable interest rates shall be determinative in the absence of manifest error.

(ii) **Interest Rates.**

(A) **Fixed Rate.** Unless the Default Rate applies, the unpaid principal balance of the Loan will bear interest at the Fixed Rate.

(B) **Default Rate.** Immediately upon the occurrence of an Event of Default, the unpaid principal balance of the Loan will bear interest at the Default Rate for so long as such Event of Default continues and remains uncured, to but not including the Maturity Date.

(b) **Principal Payments.** Repayment of principal amounts owing under the Loan shall occur on each Principal Payment Date as set forth below. On the Maturity Date, the outstanding principal balance of the Loan shall be due and payable in full. The principal payment amounts shall be as set forth below.

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Principal Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 1, 2016</td>
<td>$955,000</td>
</tr>
<tr>
<td>December 1, 2017</td>
<td>975,000</td>
</tr>
<tr>
<td>December 1, 2018</td>
<td>990,000</td>
</tr>
<tr>
<td>December 1, 2019</td>
<td>1,015,000</td>
</tr>
<tr>
<td>December 1, 2020</td>
<td>1,035,000</td>
</tr>
<tr>
<td>December 1, 2021</td>
<td>1,060,000</td>
</tr>
</tbody>
</table>

(c) **Optional Prepayment.** [The City may prepay all or any part of the principal of the Loan coming due on any one or more Principal Payment Dates, upon payment of the applicable prepayment fee. The prepayment fee shall be equal to the greater of zero, or that amount, calculated on any date of prepayment which is derived by subtracting: (a) the principal amount of the Loan or portion of the Loan to be prepaid from (b) the net present value of the Loan or portion of the Loan to be prepaid on such prepayment date, all as reasonably determined by the Bank; provided that notwithstanding the foregoing, in the event such
prepayment fee exceeds the amount permitted by law, the Loan shall be deemed non-prepayable to that extent.]

(d) **Special Obligations.** The principal of the Note, together with the interest accruing thereon, shall be payable and collectible solely out of the Pledged Revenues and the Bond Fund and Reserve Fund pledged hereunder for their payment, which are hereby irrevocably so pledged; the Bank may not look to any ad valorem property taxes or general or other fund for the payment of principal and interest on the Note, except the designated special funds pledged therefor; and the Note shall not constitute an indebtedness nor a debt within the meaning of any applicable Charter, constitutional or statutory provision or limitation; nor shall they be considered or held to be general obligations of the City; and Note herein authorized to be issued shall recite that it is payable and collectible solely from the Pledged Revenues and the special funds and accounts pledged hereunder for their payment, and that the registered owners thereof may not look to any ad valorem property taxes or general or other fund for the payment of principal, premium, if any, and interest on the Note.

(e) **Waivers, Etc.** To the extent permitted by law: (i) the City hereby waives (A) presentment, demand, notice of demand, protest, notice of protest, notice of dishonor and notice of nonpayment; (B) to the extent the Bank is not in default hereunder, the right, if any, to the benefit of, or to direct application of, any security hypothecated to the Bank until all obligations of the City to the Bank hereunder, howsoever arising, has been paid; (C) the right to require the Bank to proceed against the City hereunder, or against any Person under any guaranty or similar arrangement, or under any agreement between the Bank and any Person or to pursue any other remedy in the Bank’s power; (D) all statutes of limitation except those pertaining to the validity or enforceability of this Loan Agreement; and (E) any defense arising out of the election by the Bank to foreclose on any security by one or more judicial or judicial sales; (ii) the Bank may exercise any other right or remedy, even though any such election operates to impair or extinguish the City’s right to repayment from, or any other right or remedy it may have against, any Person, or any security; and (iii) the City agrees that the Bank may proceed against the City or any Person directly and independently of any other, and that any forbearance, change of rate of interest, or acceptance, release, or substitution of any security, guaranty, or loan or change of any term or condition thereunder or under any Financing Document (other than by mutual agreement between the City and the Bank) shall not in any way affect the liability of the City hereunder.

(f) **Electoral Limitations.** It is acknowledged by the Bank that all of the obligations of the City under this Loan Agreement are limited by the City’s voted debt authorization with respect to principal amount, maximum repayment cost, and maximum annual repayment costs, and that, notwithstanding anything herein to the contrary, the City is not authorized and is not obligating itself with respect to the foregoing obligations in excess of that which is permitted under the terms of the City’s voted debt authorization. Notwithstanding anything else herein to the contrary, the City shall not be obligated to pay more than the amount permitted by law and its electoral authorization in repayment of the City’s obligations hereunder, including all payments of principal and interest, and all of the City’s obligations hereunder and under the Loan will be deemed defeased and no longer outstanding upon the payment by the City of such amount.
Section 3.03. Costs and Expenses. To the extent permitted by law, the City agrees to pay all reasonable costs and expenses of the Bank in connection with (a) the preparation, execution, and delivery of this Loan Agreement or any other documents, including the other Financing Documents, which may be delivered by any party in connection with this Loan Agreement and the other Financing Documents; (b) the filing, recording, administration (other than normal, routine administration), enforcement, transfer, amendment, maintenance, renewal, or cancellation of this Loan Agreement and all amendments or modifications thereto (or supplements hereto), including, without limitation, the reasonable fees and out of pocket expenses of counsel for the Bank and the allocated cost of in house counsel and legal staff and independent public accountants and other outside experts retained by the Bank in connection with any of the foregoing; and (c) the fees and expenses of the Paying Agent. In addition, to the extent permitted by law, the City agrees to pay promptly all reasonable costs and expenses of the Bank, including, without limitation, the fees and expenses of external counsel and the allocated cost of in house counsel, for (i) any and all amounts which the Bank has paid relative to the Bank’s curing of any Event of Default under this Loan Agreement or any of the Financing Documents; (ii) the enforcement of this Loan Agreement or any of the Financing Documents; or (iii) any action or proceeding relating to a court order, injunction, or other process or decree restraining or seeking to restrain the Bank from paying any amount hereunder. Without prejudice to the survival of any other agreement of the City hereunder, the agreements and obligations contained in this Section shall survive the payment in full of all amounts owing to the Bank hereunder.

Section 3.04. Pledge. The Note, the Series 2014 Bonds, the Series 2013 Bonds and any Additional Bonds hereafter authorized to be issued (previously collectively defined as the “Bonds”) and from time to time outstanding shall be equitably and ratably secured by a lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of the Bonds, it being the intention of the City Council that there shall be no priority among the Bonds regardless of the fact that they may be actually issued and delivered at different times.

This pledge shall be valid and binding from and after the date of the delivery of the Note. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Note as provided herein shall be governed by § 11-57-208 of the Supplemental Act and the Authorizing Ordinance. The revenues pledged for the payment of the Note, as received by or otherwise credited to the City, shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the revenues pledged for payment of the Note and the obligation to perform the contractual provisions made herein shall have priority over any or all other obligations and liabilities of the City except the Series 2014 Bonds, the Series 2013 Bonds and any Additional Bonds hereafter authorized. The lien of such pledge shall be valid, binding, and enforceable as against all persons or entities having claims of any kind in tort, contract, or otherwise against the City (except as herein otherwise provided) irrespective of whether such persons or entities have notice of such liens.

Section 3.05. Conditions to Closing. The funding by the Bank of the Loan is conditioned upon the satisfaction of each of the following, except as may be waived by the Bank, and upon Closing, all such conditions shall be deemed satisfied or waived by the Bank:
(a) **Financing Documents.** All Financing Documents and other instruments applicable to the Loan are in form and content satisfactory to the Bank and have been duly executed and delivered in form and substance satisfactory to the Bank and shall have not been modified, amended, or rescinded, shall be in full force and effect on and as of the Closing Date and executed original or certified copies of each thereof shall have been delivered to the Bank.

(b) **Certified Proceedings.** The Bank has received a certified copy of the Authorizing Ordinance of the City, which shall be in form and content satisfactory to the Bank and authorize the City to obtain the Loan and perform all acts contemplated by this Loan Agreement and all other Financing Documents, and a certified copy of all other ordinances, resolutions, and proceedings taken by the City authorizing the City to obtain the Loan and the execution, delivery, and performance of this Loan Agreement and the other Financing Documents and the transactions contemplated hereunder and thereunder, together with such other certifications as to the specimen signatures of the officers of the City authorized to sign this Loan Agreement and the other Financing Documents to be delivered by the City hereunder and as to other matters of fact as shall reasonably be requested by the Bank.

(c) **City Certificate.** The City has provided a certificate certifying that on the Closing Date each representation and warranty on the part of the City contained in this Loan Agreement and in any other Financing Document is true and correct and no Event of Default, or event which would, with the passage of time or the giving of notice, constitute an Event of Default, has occurred and is continuing and no default exists under any other Financing Documents, or under any other agreements by and between the City and the Bank and certifying as to such other matters as the Bank might reasonably request.

(d) **Bond Counsel Opinion.** The Bank shall have received the opinion of Bond Counsel, either addressed to the Bank or a reliance letter with respect thereto, dated the Closing Date and in form and substance acceptable to the Bank, stating in substance that the obligation of the City to pay the principal of and interest on the Loan is a valid and binding special obligation of the City; that this Loan Agreement creates a valid lien on the Pledged Revenue for the purpose of paying the principal of and interest on the Loan; that the Financing Documents are binding and enforceable against the City in accordance with the terms hereof, subject to certain exceptions reasonably satisfactory to the Bank.

(e) **City Attorney Opinion.** The Bank shall have received an opinion of the City Attorney dated the Closing Date and in form and substance acceptable to the Bank with respect to such matters as the Bank may require, including opinions as to the validity of the City’s organization and existence; that all governmental approvals necessary for the City to execute, deliver, and perform its obligations under this Loan Agreement and the other Financing Documents to which the City is a party have been duly obtained; that the Authorizing Ordinance was duly and properly adopted, is in full force and effect, and has not been rescinded as of the Closing Date; and that this Loan Agreement and the other Financing Documents to which the City is a party have been duly authorized, executed, and delivered by the City.
(f) **Other Proceedings.** All proceedings taken in connection with the transactions contemplated by this Loan Agreement, and all instruments, authorizations, and other documents applicable thereto, are satisfactory to the Bank and its counsel.

(g) **No Change in Law.** No law, regulation, ruling, or other action of the United States, the State of Colorado, or any political subdivision or authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the City from fulfilling its obligations under this Loan Agreement or the other Financing Documents.

(h) **Payment of Costs and Expenses.** All Bank counsel fees and any other fees and expenses due and payable as of the Closing Date in connection with the execution and delivery of this Loan Agreement shall have been paid by the City.

(i) **Due Diligence.** The Bank shall have been provided with the opportunity to review all pertinent financial information regarding the City, agreements, documents, and any other material information relating to the City or the Pledged Revenue or any other component of the collateral securing the obligations of the City hereunder.

(j) **Accuracy and Completeness of Information.** As of the Closing Date, all information provided by the City to the Bank shall be complete and accurate in all material respects.

(k) **No Breach or Other Violation.** The City is not in violation or breach of any other agreement with the Bank or with any third party of any type or nature in excess of $10,000.

(l) **Due Authorization.** Due authorization and proper execution of the Bank loan documentation detailing the terms and conditions of the Loan, all in form and substance satisfactory to the Bank and its counsel.

(m) **Other Certificates and Approvals.** The Bank shall have received such other certificates, approvals, filings, opinions, and documents as shall be reasonably requested by the Bank.

(n) **Other Legal Matters.** All other legal matters pertaining to the execution and delivery of this Loan Agreement and the other Financing Documents shall be reasonably satisfactory to the Bank.
ARTICLE IV

FUNDS AND ACCOUNTS

Section 4.01. Acknowledgement of Funds. Pursuant to the Authorizing Ordinance, the City created and established the following funds and accounts, which shall be held and administered in accordance with the provisions hereof and thereof:

(a) the Excise Tax Fund;
(b) the Bond Fund;
(c) the Escrow Account;
(d) the Reserve Fund.

Section 4.02. Excise Tax Fund. All of the Pledged Revenues shall immediately upon receipt be deposited into a fund hereby continued known as the “City of Black Hawk Excise Tax Fund” (the “Excise Tax Fund”).

Section 4.03. Bond Fund. So long as any of the Bonds shall be outstanding, either as to principal or interest, proceeds of the Pledged Revenues on deposit in the Excise Tax Fund from time to time shall be withdrawn and deposited into a fund maintained under the Prior Ordinances and hereby continued known as the “City of Black Hawk Device Tax Interest and Bond Retirement Fund” (the “Bond Fund”) which consists of an Interest Account and a Principal Account, in the following amounts:

(1) Interest Payments. Monthly to the Interest Account, commencing on the first day of the month immediately succeeding the delivery of any series of Bonds, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the interest due and payable on the outstanding Bonds on the next succeeding interest payment date.

(2) Principal Payments. Monthly to the Principal Account, commencing on the first day of the month immediately succeeding the delivery of any series of Bonds (but not earlier than 12 months prior to the first principal payment date for such Additional Bonds), an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the principal due and payable on the outstanding Bonds on the next succeeding principal payment date (whether at maturity or upon a sinking fund redemption).

Section 4.04. Reserved.

Section 4.05. Escrow Account. The Escrow Account is created pursuant to the Escrow Agreement and shall be maintained in an amount at the time of those initial deposits therein and at all times subsequently at least sufficient, together with the known minimum yield to be derived from the initial investment and any temporary reinvestment of the deposits therein or any
part thereof in Federal Securities to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds on the Redemption Date.

**Section 4.06. Reserve Fund.** From Pledged Revenues on deposit in the Excise Tax Fund, there shall be credited to a separate fund maintained under the Prior Ordinances and hereby continued known as the “City of Black Hawk Device Tax Bonds Reserve Fund,” monthly commencing on the first day of the month immediately succeeding the delivery of any series of Bonds such amount or amounts, if any, as may be necessary to restore not less than one-sixth of any deficiency in the Reserve Requirement, except as provided in the last paragraph of this paragraph. The Reserve Fund shall be maintained in the amount of the Reserve Requirement as a continuing reserve to secure the payment of all outstanding Bonds by meeting possible deficiencies in the Bond Fund. The Reserve Requirement may be calculated by the Finance Director on the first Business Day or each year and upon the prior redemption or defeasance of any of the Bonds. Except as provided in the last paragraph of this section, if at any time the balance in the Reserve Fund is less than the Reserve Requirement, then the City covenants that it will make deposits from the Pledged Revenues in the Excise Tax Fund, in not less than six equal monthly installments, beginning with the month immediately succeeding such withdrawal, to the Reserve Fund in amounts sufficient to restore the balance to the Reserve Requirement. If at any time the calculated amounts of the Reserve Fund are more than the Reserve Requirement then the City shall transfer from the Reserve Fund to the Bond Fund any amounts which are in excess of the Reserve Fund. No payment need be made into the Reserve Fund so long as the moneys therein shall equal not less than the Reserve Requirement. No payment need be made by the City into the Reserve Fund if the City shall secure bond insurance to fund the balance to the Reserve Requirement.

The moneys in the Reserve Fund shall be accumulated and maintained as a continuing reserve to be used, except as hereinafter provided, only to prevent deficiencies in the payment of the principal of and the interest on the Bonds resulting from the failure to deposit into the Bond Fund sufficient funds to pay said principal and interest as the same accrue.

Notwithstanding anything in this Section 4.06 to the contrary, to the extent compliance with the tax covenants does not permit the use of proceeds of any Additional Bonds to fully fund the Reserve Requirement attributable to those Additional Bonds, 1/12 of such portion of the Reserve Requirement shall be deposited by the City in the Reserve Fund on the first day of each month succeeding the issuance of the Additional Bonds until the amount on deposit in the Reserve Fund equals the Reserve Requirement for all outstanding Bonds.

**Section 4.07. Termination Upon Deposits to Maturity or Redemption Date.** No payment need be made into the Bond Fund or the Reserve Fund if the amount in the Bond Fund and the amount in the Reserve Fund total a sum at least equal to the entire amount of the outstanding Bonds, both as to principal and interest to their respective maturities, in which case moneys in said two Funds in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same accrue, and any moneys in excess thereof in said two Funds may be withdrawn and used for any lawful purpose.

**Section 4.08. Defraying Delinquencies in the Bond Fund and the Reserve Fund.** If on any required monthly payment date, as set forth in Section 4.03 hereof, the City shall for any
reason fail to pay into the Bond Fund the full amount above stipulated, then an amount shall be paid into the Bond Fund on such date from the Reserve Fund equal to the difference between the amount paid and the full amount so stipulated. The moneys so used shall be replaced in the Reserve Fund in the manner provided in Section 4.06 from the first Pledged Revenues thereafter received in the Excise Tax Fund which are not required to be otherwise applied by this Section, but excluding any payments required for any subordinate obligations. If on any monthly payment date the City shall for any reason fail to pay into the Reserve Fund the amount required by Section 4.06, such amount shall in a like manner be paid therein from the first Pledged Revenues thereafter received in the Excise Tax Fund which are not required to be applied otherwise by this Section. The moneys in the Bond Fund and in the Reserve Fund shall be used solely and only for the purpose of paying the principal, interest and prior redemption premium, if any, on the Bonds; provided, however, that any moneys at any time in excess of the Reserve Requirement in the Reserve Fund may be withdrawn therefrom and used for any lawful purpose; and provided, further, that any moneys in the Bond Fund and in the Reserve Fund in excess of accrued and unaccrued principal and interest requirements to the respective maturities of the outstanding Bonds may be used as provided in Section 4.07.

Section 4.09. Payment of Subordinate Obligations. After the payments required by Sections 4.02 through 4.09 of this Section have been made or provided for in each month, the Pledged Revenues shall be used by the City for the payment of interest on and principal of any subordinate lien obligations hereafter authorized to be issued and payable from the Pledged Revenues, including reasonable reserves therefor.

Section 4.10. Use of Remaining Revenues. After making the payments required by Sections 4.02 through 4.09 have been made or provided for in each month, any remaining Pledged Revenues from such month may be used for any lawful purpose.

Nothing in this Loan Agreement shall prevent the City from withdrawing from the Excise Tax Fund amounts collected by the City and subsequently determined, pursuant to the applicable ordinances, to be subject to valid claims for refunds.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE CITY

While any obligations hereunder or under any of the other Financing Documents are unpaid or outstanding, the City continuously represents and warrants to the Bank as follows:

Section 5.01. Due Organization. The City is a home rule municipal corporation duly organized and existing under the Constitution and the laws of the State and the Charter.

Section 5.02. Power and Authorization. The City has all requisite power and authority to carry on its business as now conducted and as contemplated to be conducted under the Financing Documents; to execute, deliver, and to perform its obligations under this Loan Agreement and the other Financing Documents; and to cause the execution, delivery, and performance of the Financing Documents.
Section 5.03. No Legal Bar. The City is not in violation of any of the provisions of the laws of the State of Colorado or the United States of America or any of the provisions of any order of any court of the State of Colorado or the United States of America which would affect its existence or its powers. The execution, delivery, and performance by the City of this Loan Agreement and of the other Financing Documents (a) will not violate any provision of any applicable law or regulation or of any order, writ, judgment, or decree of any court, arbitrator, or governmental authority; (b) will not violate any provisions of any document constituting, regulating, or otherwise affecting the operations or activities of the City; and (c) will not violate any provision of, constitute a default under, or result in the creation, imposition, or foreclosure of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind other than liens created or imposed by the Financing Documents, on any of the revenues or other assets of the City which could have a material adverse effect on the assets, financial condition, business, or operations of the City, on the City’s power to cause the Financing Documents to be executed and delivered, or its ability to pay in full in a timely fashion the obligations of the City under this Loan Agreement or the other Financing Documents.

Section 5.04. Consents. The City has obtained all consents, permits, licenses and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for the execution, delivery, and performance by the City of this Loan Agreement and the other Financing Documents.

Section 5.05. Litigation. There is no action, suit, inquiry, investigation, or other proceeding to which the City is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best knowledge of the City, threatened in connection with any of the transactions contemplated by this Loan Agreement or against or affecting the assets of the City, nor, to the best knowledge of the City, is there any basis therefor, wherein an unfavorable decision, ruling, or finding (a) would adversely affect the validity or enforceability of, or the authority or ability of the City to perform its obligations under, the Financing Documents; (b) would, in the reasonable opinion of the City, have a materially adverse effect on the ability of the City to conduct its business as presently conducted or as proposed or contemplated to be conducted; or (c) would adversely affect the exclusion of interest on the Loan from gross income for federal income tax purposes or the exemption of such interest from State of Colorado income taxes on or after the Tax-Exempt Reissuance Date.

Section 5.06. Enforceability. This Loan Agreement and the other Financing Documents constitute legal, valid, and binding obligations of the City, enforceable against the City in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, moratorium, or other similar laws affecting creditors’ rights generally, and provided that the application of equitable remedies is subject to the application of equitable principles.

Section 5.07. Changes in Law. To the best knowledge of the City, there is no pending change of any law which, if enacted or adopted could have a material adverse effect on the assets, financial condition, business, or operations of the City, on the City’s power to issue or its ability to pay in full in a timely fashion the obligations of the City under this Loan Agreement or the other Financing Documents.
Section 5.08. Financial Information and Statements. The financial statements and other information previously provided to the Bank or provided to the Bank in the future are or will be complete and accurate and prepared in accordance with generally accepted accounting principles. There has been no material adverse change in the City’s financial condition since such information was provided to the Bank.

Section 5.09. Accuracy of Information. All information, certificates, or statements given to the Bank pursuant to this Loan Agreement and the other Financing Documents will be true and complete in all material respects when given.

Section 5.10. IRS Listing. The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is an issuer of obligations whose arbitrage certifications may not be relied upon.

Section 5.11. Tax Exempt Status. The City has not taken any action or omitted to take any action, and knows of no action taken or omitted to be taken by any other Person, which action, if taken or omitted, would adversely affect the exclusion of interest on the Loan from gross income for federal income tax purposes or the exemption of such interest from State of Colorado personal income taxes on and after the Tax-Exempt Reissuance Date.

Section 5.12. Financing Documents. The City’s representations and warranties contained in the Financing Documents are true and correct in all material respects as of the Closing Date.

Section 5.13. Regulations U and X. The City is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U or X issued by the Board of Governors of the Federal Reserve System); and no proceeds of the Loan will be or have been used to extend credit to others for the purpose of purchasing or carrying any margin stock.

Section 5.14. Default, Etc. The City is not in default in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any Financing Document or other ordinance, resolution, agreement, or instrument to which it is a party which would have a material adverse effect on the ability of the City to perform its obligations hereunder or under the other Financing Documents, or which would affect the enforceability hereof or thereof.

Section 5.15. Sovereign Immunity. Except for actions that lie or would lie in tort, the City does not enjoy any rights of immunity on the grounds of sovereign immunity in respect of its obligations under this Loan Agreement or any of the other Financing Documents.

Section 5.16. No Filings. No filings, recordings, registrations, or other actions are necessary to create and perfect the pledges provided for herein; all obligations of the City hereunder are secured by the lien and pledge provided for herein; and the liens and pledges provided for herein constitute valid liens.

Section 5.17. Additional Debt. The City represents and warrants that it will incur additional Debt only in accordance with the provisions of this Loan Agreement.
ARTICLE VI

COVENANTS OF THE CITY

While any obligations hereunder or under any of the other Financing Documents are unpaid or outstanding, the City continuously warrants and agrees as follows:

Section 6.01. Performance of Covenants, Authority. The City covenants that it will faithfully perform and observe at all times any and all covenants, undertakings, stipulations, and provisions contained in the Authorizing Ordinance, this Loan Agreement, the Note, the other Financing Documents and all its proceedings pertaining thereto as though such covenants, undertakings, stipulations, and provisions were set forth in full herein (for the purpose of this provision the Financing Documents shall be deemed to continue in full force and effect notwithstanding any earlier termination thereof so long as any obligation of the City under this Loan Agreement shall be unpaid or unperformed). The City covenants that it is duly authorized under the Charter and the constitution and laws of the State of Colorado, to incur the Loan and to issue, execute, and deliver the Note, this Loan Agreement, and the other Financing Documents, and that all action on its part for the issuance of the Loan and the execution and delivery of the Note, this Loan Agreement, and the other Financing Documents has been duly and effectively taken and will be duly taken as provided herein, and that the Loan, the Note, this Loan Agreement, and the other Financing Documents are and will be valid and enforceable obligations of the City according to the terms hereof and thereof, except as such enforceability may be limited by bankruptcy, moratorium, or other similar laws affecting creditors’ rights generally, and provided that the application of equitable remedies is subject to the application of equitable principles.

Section 6.02. Laws, Permits, and Obligations. The City will comply in all material respects with all applicable laws, rules, regulations, orders, and directions of any governmental authority and all agreements and obligations binding on the City, noncompliance with which would have a material adverse effect on the City, its financial condition, assets, or ability to perform its obligations under this Loan Agreement or the other Financing Documents; provided that the City may in good faith contest such laws, rules, regulations, orders, and directions and the applicability thereof to the City to the extent that such action would not be likely to have a material adverse effect on the City’s ability to perform its obligations hereunder.

Section 6.01. Amendments to Certain Ordinances; Duty to Impose Device Tax; Impairment of Contract. The ordinances imposing the Device Tax are in full force and effect and have not been repealed or amended. The City will not repeal or amend such ordinances in any manner which would diminish the proceeds of the Device Tax or any portion thereof, except as otherwise provided herein.

The City covenants to take such action as may be necessary or appropriate, including but not limited to increasing the rate of the Device Tax, to produce Pledged Revenues in each Fiscal Year in an amount at least equal to 125% of the combined average annual debt service due on the Bonds during such Fiscal Year.
If the ordinances imposing the Device Tax or any modifying or supplemental ordinance not contravening the limitations of this paragraph, or any part of said ordinances, shall ever be held to be invalid or unenforceable, it shall be the duty of the City to adopt immediately another ordinance, to seek such voter approval, if any, as may then be required by law, or take any action necessary to produce the Pledged Revenues in an amount at least equal to 125% of the combined average annual debt service due on the Bonds. To the extent that any changes in the Device Tax may lawfully be imposed, the City covenants to take such action as may be necessary or appropriate, including but not limited to increasing the rate of the Device Tax, to produce Pledged Revenues in an amount at least equal to 125% of the combined average annual debt service due on the Bonds.

The City agrees that any law, ordinance or resolution of the City in any manner affecting the Pledged Revenues or the Note, or otherwise appertaining thereto, shall not be repealed or otherwise directly or indirectly modified in such manner as to materially adversely affect the Note, unless the required consent is obtained.

Notwithstanding any other provision of this Loan Agreement, the City shall retain the right to make changes, without any consent of the Bank, in the ordinances imposing the Device Tax, or any ordinance supplemental thereto or in substitution therefor, concerning the use of proceeds of the Device Tax remaining after the current requirements of all ordinances authorizing bonds or other securities payable from the Device Tax, or any portion thereof, have been met; or concerning changes in applicability, exemptions, administration, collection, or enforcement of any of the Device Tax, if such changes do not materially adversely affect the security for the Note; but except as provided below the City shall not reduce the present rate of the Device Tax without the consent of the Bank.

The City may reduce the rate of, or increase or amend the exemptions from, the Device Tax provided that it receives a certificate of the City Manager or Finance Director demonstrating that Pledged Revenues for the immediately preceding Fiscal Year, calculated as if such reduction, increase or amendment had been in effect during such Fiscal Year, would not have been less than 125% of the combined average annual debt service on the outstanding Bonds.

The City shall maintain the Excise Tax Fund as a fund of the City separate and distinct from all other funds of the City and shall place the Pledged Revenues therein.

The foregoing covenants are subject to compliance by the City with orders of courts of competent jurisdiction concerning the validity, constitutionality or collection of such tax and fee revenues, any legislation of the United States or the State or any regulation or other action taken by the federal government or any State agency or any political subdivision of the State pursuant to such legislation, in the exercise of the police power thereof for the public welfare, which legislation, regulation or action applies to the City as a Colorado home rule city and limits or otherwise inhibits the amount of such tax and fee revenues due to the City. All of the Pledged Revenues resulting from the imposition and collection of the Device Tax shall be subject to the payment of the principal of, interest on, and redemption premium, if any, of all securities payable from the Pledged Revenues, including reserves therefor, as provided herein or in any instrument supplemental or amendatory hereof.
Section 6.02. Tax Covenants. The City covenants as follows:

(a) The City covenants that it will not take any action or omit to take any action with respect to the Loan, any funds of the City, or any facilities financed or refinanced with the proceeds of the Loan, if such action or omission (1) would cause the interest on the Loan to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, (2) would cause interest on the Loan to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income, or (3) would cause interest on the Loan to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present Colorado law.

(b) The City hereby designates the Note as a qualified tax-exempt obligation for purposes of Section 265(b)(3)(B) of the Code. The City does not expect to issue more than $10,000,000 of tax-exempt obligations during calendar year [2015/2016].

(c) The City covenants to comply with the covenants, provisions, and procedures of the Tax Certificate.

(d) The City further covenants to pay from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed, or final Treasury Regulations as may be applied to the Loan from time to time. The payment of such rebate amounts as required by this paragraph supersedes all other provisions of this Loan Agreement concerning the deposit and transfer of interest earnings to or from any other fund or account. Moneys set aside to pay such rebate amounts pursuant to this paragraph are not subject to any lien created hereunder for the benefit of the Bank. This covenant shall survive the payment in full or the defeasance of the Loan.

(e) The covenants contained in this Section shall remain in full force and effect until the date on which all obligations of the City in fulfilling such covenants under the Code and Colorado law have been met, notwithstanding the payment in full or defeasance of the Loan.

Section 6.03. Bonding and Insurance. The City shall carry general liability coverage, workers’ compensation, public liability, and such other forms of insurance on insurable City property upon the terms and conditions, and issued by recognized insurance companies, as in the judgment of the City would ordinarily be carried by entities having similar properties of equal value, such insurance being in such amounts as will protect the City and its operations. In addition, each City official or other Person having custody of any City funds or responsible for the handling of such funds, shall be bonded or insured against theft or defalcation at all times.

Section 6.04. Other Liabilities. The City shall pay and discharge, when due, all of its liabilities, except when the payment thereof is being contested in good faith by appropriate procedures which will avoid financial liability and with adequate reserves provided therefor.

Section 6.05. Proper Books and Records. The City shall keep or cause to be kept adequate and proper records and books of account in which complete and correct entries shall be
made with respect to the City, the Pledged Revenue, and all of the funds and accounts established or maintained pursuant to any of the Financing Documents. The City shall (a) maintain accounting records in accordance with generally recognized and accepted principles of accounting consistently applied throughout the accounting periods involved; and (b) provide the Bank with such information concerning the business affairs and financial condition (including insurance coverage) of City as the Bank may request.

Section 6.06. Reporting Requirements.

The City will provide the Bank with the following information, and it shall not be necessary for the Bank to request the same.

(a) The City shall notify the Bank promptly of all litigation or administrative proceedings, threatened or pending, against the City which would, if adversely determined, in the City’s reasonable opinion, have a material effect on the City’s financial condition arising after the date hereof.

(b) The City shall provide the following to the Bank at the times and in the manner provided below:

(i) as soon as available, but not later than 270 days following each Fiscal Year, the City shall furnish to the Bank its audited financial statements prepared in accordance with generally accepted accounting principles consistently applied, in reasonable detail and certified by a firm of Certified Public Accountants selected by the City and satisfactory to the Bank;

(ii) as soon as available, but in no event later than January 31 of each Fiscal Year, the City shall furnish to the Bank the City’s annual budget prepared by a Certified Public Accountant for such Fiscal Year and, as soon as available, shall furnish a copy of any proposed amendments thereto, which budget shall include as separate line items all projected Pledged Revenue expected to be received in such Fiscal Year;

(iii) not later than 270 days following each Fiscal Year, the City shall furnish to the Bank a properly executed Annual Compliance Certificate;

(iv) promptly upon request of the Bank, the City shall furnish to the Bank such other reports or information regarding the collateral securing the obligations of the City hereunder or the assets, financial condition, business, or operations of the City, as the Bank may reasonably request.

(c) The City shall promptly notify the Bank of any Event of Default of which the City has knowledge, setting forth the details of such Event of Default and any action which the City proposes to take with respect thereto.

(d) The City shall immediately notify the Bank of any resignation of the Paying Agent.
The City shall notify the Bank as soon as possible after the City acquires knowledge of the occurrence of any event which, in the reasonable judgment of the City, is likely to have a material adverse effect on the financial condition of the City or affect the ability of the City to perform its obligations under this Loan Agreement or under any other Financing Documents.

Section 6.07. Visitation and Examination. Unless otherwise prohibited by law, the City will permit any Person designated by the Bank to visit any of its offices to examine the City’s books and financial records, and make copies thereof or extracts therefrom, and to discuss its affairs, finances, and accounts with its principal officers, all at such reasonable times and as often as the Bank may reasonably request.

Section 6.08. Further Assurances. The City shall do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such documents supplemental hereto and such further acts, instruments, and transfers as the Bank may reasonably require for the better assuring, transferring, and pledging unto the Bank the Pledged Revenue; provided however, that the City shall not be obligated to incur in excess of nominal expenses in complying with this covenant.

Section 6.09. Additional Debt. On and after the Closing Date, the City shall not issue any additional debt which has a lien on the Pledged Revenue on a parity with the Note without the prior written consent of the Bank.

Section 6.10. Continued Existence. The City shall maintain its existence and shall not merge or otherwise alter its corporate structure in any manner or to any extent as might reduce the security provided for the payment of the Loan, and will continue to operate and manage the City and its facilities in an efficient and economical manner in accordance with all applicable laws, rules and regulations.

Section 6.11. Restructuring. In the event the Pledged Revenue is insufficient or is anticipated to be insufficient to pay the principal of and interest on the Loan when due, the City shall use its best efforts to refinance, refund, or otherwise restructure the Loan so as to avoid such a default.

Section 6.12. City Operations. The City shall manage its finances and day to day operations in an economical and efficient manner and in accordance with all applicable laws, rules, and regulations.

Section 6.13. Material Adverse Action. The City shall not take any action nor consent to any action that would materially adversely affect any portion of the Pledged Revenue or any other component of the collateral securing the obligations of the City hereunder.

Section 6.14. No Change in Financing Documents. The City shall not cancel, terminate, amend, supplement, modify, or waive any of the provisions of the Financing Documents to which it is party or consent to any such cancellation, termination, amendment, supplement, modification, or waiver, without the prior written consent of the Bank. The City shall take no action, nor shall it cause the Custodian to take any action under any of the Financing Documents to which it is a party inconsistent with the rights of the Bank under this
Loan Agreement including, without limitation, its obligations to make payments to the Bank hereunder.

Section 6.15. Removal or Appointment of Agents. The Paying Agent shall not be removed, and no successor Paying Agent shall be appointed by the City, without the prior written consent of the Bank.

Section 6.16. References to Bank. The City shall not refer to the Bank in any official statement, offering memorandum, or private placement memorandum without the Bank’s prior written consent thereto.

Section 6.17. Termination of Loan Agreement. So long as the City’s obligations hereunder remain unpaid or unperformed, the City shall not terminate this Loan Agreement.

ARTICLE VII

RESERVED

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. The occurrence of any one or more of the following events or the existence of any one or more of the following conditions shall constitute an Event of Default under this Loan Agreement (whatever the reason for such event or condition and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, rule, regulation, or order of any court or any administrative or governmental body); provided that no Event of Default will be deemed to have occurred hereunder unless and until the Bank provides written notice of the same to the City:

(a) the City fails to pay the principal of or interest on the Loan or any other amount payable to the Bank hereunder when due;

(b) the City fails to observe or perform any of the covenants, agreements, or conditions on the part of the City in this Loan Agreement or the other Financing Documents, and the City fails to remedy the same within 30 days after the Bank has provided the City with notice thereof; provided however, that there shall be no Event of Default for failure to observe or perform any of the covenants, agreements, or conditions on the part of the City in this Loan Agreement or the other Financing Documents which are qualified by the phrase “to the extent permitted by law” or by phrases of similar import, if a court or other tribunal of competent jurisdiction has determined in a final, non-appealable judgment that such covenants, agreements, or conditions are not permitted by law; provided, however, that failure to provide annual or quarterly financial information on a timely basis shall not be deemed an event of default hereunder;
(c) any representation or warranty made by the City in this Loan Agreement or in any other Financing Document or any certificate, instrument, financial, or other statement furnished by the City to the Bank, proves to have been untrue or incomplete in any material respect when made or deemed made;

(d) the occurrence and continuance of an event of default or an event of nonperformance under the Financing Documents after the expiration of any grace period;

(e) the pledge of the Pledged Revenue or any other security interest created hereunder fails to be fully enforceable with the priority required hereunder or thereunder;

(f) this Loan Agreement or any Financing Document, or any material provision hereof or thereof, (i) ceases to be valid and binding on the City or is declared null and void, or the validity or enforceability thereof is contested by the City (unless being contested by the City in good faith), or the City denies it has any or further liability under any such document to which it is a party; or (ii) any pledge or security interest created hereunder or under the Custodial Agreement fails to be fully enforceable with the priority required hereunder or thereunder;

(g) any funds or investments on deposit in, or otherwise to the credit of, any of the funds or accounts established hereunder shall become subject to any writ, judgment, warrant, attachment, execution, or similar process; or

(h) any determination, decision, or decree is made by the Commissioner of the Internal Revenue Service or any City director of the Internal Revenue Service, or by any court of competent jurisdiction, that the interest payable on the Loan is includable in the gross income for federal income tax purposes of the Bank by virtue of the intentional or reckless failure or refusal by the City to take actions or refrain from taking actions as required by the Section thereof entitled “Tax Covenants”, which failure or refusal results in interest payable on the Loan becoming includable in the gross income of the Bank pursuant to Section 103(b) of the Internal Revenue Code, and the rules and regulations promulgated thereunder, if and so long as such determination, decision, or decree is not being appealed or otherwise contested in good faith by the City.

Section 8.02. Remedies. Upon the occurrence and during the continuance of any Event of Default, the Loan shall bear interest at the Default Rate and the Bank at its option, may do any one or more of the following:

(a) exercise any and all remedies available under this Loan Agreement; or

(b) take any other action or remedy available under the other Financing Documents or any other document, or at law or in equity.

Section 8.03. Notice to Bank of Default. Notwithstanding any cure period described above, the City will immediately notify the Bank in writing when the City obtains knowledge of the occurrence of any Event of Default or any event which would, with the passage of time or the giving of notice, constitute an Event of Default.
Section 8.04. Additional Bank Rights. Upon the occurrence of an Event of Default the Bank may at any time (a) Setoff (as defined below), and (b) take such other steps to protect or preserve the Bank’s interest in the Pledged Revenue.

Section 8.05. Credit Balances; Setoff. As additional security for the payment of the obligations described in the Financing Documents (collectively the “Obligations”), the City hereby grants to the Bank a security interest in, a lien on, and an express contractual right to set off against all depository account balances, cash, and any other property of the City now or hereafter in the possession of the Bank, and the right to refuse to allow withdrawals from any account (collectively, “Setoff”). The Bank may, at any time upon the occurrence of an Event of Default hereunder, Setoff against the Obligations whether or not the Obligations (including future payments to be made) are then due, all without any advance or contemporaneous notice or demand of any kind to the City, such notice and demand being expressly waived.

Section 8.06. Delay or Omission No Waiver. No delay or omission of the Bank to exercise any right or power accruing upon any default shall exhaust or impair any such right or power or shall be construed to be a waiver of any such default, or acquiescence therein; and every power and remedy given by this Loan Agreement may be exercised from time to time and as often as may be deemed expedient.

Section 8.07. No Waiver of One Default To Affect Another; Remedies Cumulative. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other then existing Event of Default or shall impair any rights or remedies consequent thereon. All rights and remedies of the Bank provided herein shall be cumulative and the exercise of any such right or remedy shall not affect or impair the exercise of any other right or remedy.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Loan Agreement and Relationship to Other Documents. The warranties, covenants, and other obligations of the City (and the rights and remedies of the Bank) that are outlined in this Loan Agreement and the other Financing Documents are intended to supplement each other. In the event of any inconsistencies in any of the terms in the Financing Documents, all terms will be cumulative so as to give the Bank the most favorable rights set forth in the conflicting documents, except that if there is a direct conflict between any preprinted terms and specifically negotiated terms (whether included in an addendum or otherwise), the specifically negotiated terms will control.

Section 9.02. Assignments, Participations, etc. by the Bank. This Loan Agreement and the Note shall be assignable by the Bank to any entity without the consent of the City, provided that the Bank shall not assign or transfer this Loan Agreement or the Note to any Person which is not an Accredited Investor or to any Person or entity which is not a direct affiliate of the Bank (which affiliates shall mean any entity which, by virtue of majority ownership interest, controls, is controlled by, or under common control with the Bank). The Bank agrees that any assignment or transfer in violation of the foregoing shall be null and void and of no force or effect, at the election of the City. In connection with any such assignment or
participation, the Bank may disclose to any proposed assignee or participant any information without the City’s consent. Any such assignment or participation is also subject to the following conditions:

(a) The rights, options, powers, and remedies granted in this Loan Agreement and the other Financing Documents will extend to the Bank and to its successors and assigns, will be binding upon the City and its successors and assigns and will be applicable hereto and to all renewals and extensions hereof.

(b) The Bank may collaterally assign and pledge, without the consent of the City, all or any portion of the obligations owing to it to any Federal Reserve Bank or the United States Treasury as collateral security pursuant to Regulation A of the Board of Governors of the Federal Reserve System and any Operating Circular issued by such Federal Reserve Bank; provided that any payment in respect of such assigned obligations made by the City to the Bank in accordance with the terms of this Loan Agreement shall satisfy the City’s obligations hereunder in respect of such assigned obligation to the extent of such payment. No such collateral assignment shall release the Bank from its obligations hereunder.

(c) The Bank may sell to Participants participating interests in its rights and obligations hereunder or under the other Financing Documents; provided however, that (i) the Bank’s obligations hereunder shall remain unchanged, (ii) the Bank shall remain solely responsible for the performance of such obligations, and (iii) the participation of one or more Participants shall not reduce or alter the Bank’s obligations hereunder or affect in any way the rights or obligations of the City hereunder and the City has the right to continue to deal solely with the Bank. The Bank will give notice of the sale of such participation and the name of the Participant to the City within 30 days of the date of such sale. In the case of any such participation, the Participant shall be entitled to the benefit of Section 9.03 (pertaining to litigation and indemnification) hereof as though it were also the Bank hereunder, and if amounts outstanding under this Loan Agreement are due and unpaid, or has been declared or has become due and payable upon the occurrence of an Event of Default, each Participant shall be deemed to have the right of setoff in respect of its participating interest in amounts owing under this Loan Agreement to the same extent as if the amount of its participating interest were owing directly to it as the Bank under this Loan Agreement.

Section 9.03. Litigation/Indemnification. The City agrees, to the extent permitted by law and as set forth herein, to completely indemnify and hold harmless the Bank and its agents, employees, officers, directors, and controlling Persons, together with any Participant and its agents, employees, officers, directors, and controlling Persons (hereinafter collectively referred to in this Section 8.03 as the “Indemnitees”) from and against any and all claims, damages, liabilities, settlements, judgments, losses, legal fees, and costs or expenses incurred (including all reasonable fees and disbursements of the Indemnitees’ legal counsel and allocated cost of in house counsel and staff and all of the Indemnitees’ reasonable travel and other out of pocket expenses incurred in connection with the investigation of and preparation for any such pending or threatened claims and any litigation and other proceedings arising therefrom) arising out of or based upon (a) the Loan; or (b) the holding or owning by the Bank, the Participant, or their respective nominees of any collateral securing the obligations of the City hereunder; or (c) any matters for which neither the Bank nor any Participant has any liability as set forth under Section
9.16 of this Loan Agreement; provided however, that the City shall not be required to indemnify the Indemnitees hereof for any claims, damages, losses, liabilities, settlements, judgments, legal fees, or costs or expenses to the extent proven to be caused by the Bank’s willful or negligent failure to make lawful payment under the Loan. Nothing in this Section 9.03 is intended to limit the City’s obligations contained in Article II hereof.

If any action, lawsuit, or claim shall be brought or asserted against the Indemnitees in respect of which indemnity may be sought by the Indemnitees from the City under this Section 9.03, the Indemnitees shall promptly notify the City in writing, and the City shall promptly assume the defense thereof, including, but not limited to, the employment of counsel (the selection of which has been approved by the Indemnitees and such approval shall not be unreasonably withheld), the payment of all legal fees and expenses and the right to negotiate and consent to settlement; provided however, that the City shall not settle any such action which may adversely affect the Bank without the Bank’s written consent, which consent shall not be unreasonably withheld.

In the event that the Indemnitees shall be advised by counsel experienced in matters of banking or securities laws that the Indemnitees have defenses or causes of action separate from those of the City, or that there is otherwise a conflict of interest, the Indemnitees have the right to employ their own counsel (“Independent Counsel”) to defend the Indemnitees against such action at the expense of the City, which shall pay all legal fees and expenses incurred by such Independent Counsel. The Indemnitees’ selection of Independent Counsel shall be approved by the City, and such approval shall not be unreasonably withheld. With respect to claims against the Indemnitees defended by Independent Counsel, the Indemnitees have the right to negotiate settlement of any such claims; provided however, that the City shall not be liable for any such settlement effected by the Indemnitees without the written consent of the City, which consent shall not be unreasonably withheld.

The obligations of the City under this Section 9.03 shall be in addition to any rights that any Indemnitee may have at common law or otherwise and shall survive the payment in full of all amounts owing to the Bank hereunder. If indemnification pursuant to this Section 9.03 shall be found to be unlawful or invalid for any reason, then the City and each Indemnitee shall, to the extent permitted by law, make contributions in payment of any liabilities incurred pursuant to the above referenced issuance, sale, and distributions, and statements or omissions in accordance with the respective fault of the City and each Indemnitee.

Section 9.04. Notice of Claims Against Bank; Limitation of Certain Damages. In order to allow the Bank to mitigate any damages to the City from the Bank’s alleged breach of its duties under the Financing Documents or any other duty, if any, to the City, the City agrees to give the Bank written notice no later than 10 Business Days after the City knows of any claim or defense it has against the Bank, whether in tort or contract, relating to any action or inaction by the Bank under the Financing Documents, or the transactions related thereto, or of any defense to payment of the obligations of the City hereunder for any reason. The requirement of providing timely notice to the Bank represents the parties’ agreed to standard of performance regarding the duty of the Bank to mitigate damages related to claims against the Bank. Notwithstanding any claim that the City may have against the Bank, and regardless of any notice the City may have given the Bank, the Bank will not be liable to the City for indirect, consequential, or special
damages arising therefrom, except those damages arising from the Bank’s misconduct, negligence, or bad faith. Notwithstanding the foregoing, it is agreed and understood by the parties that failure by the City to give notice to the Bank under this Section shall not waive any claims of the City nor constitute an Event of Default hereunder, but such failure shall relieve the Bank of any duty to mitigate damages prior to receiving notice.

Section 9.05. Notices.

(a) Except as otherwise provided herein, all notices, certificates, or other communications required to be given to any of the Persons set forth below pursuant to any provision of this Loan Agreement shall be in writing, shall be given either in person or by certified or registered mail, and if mailed, shall be deemed received three (3) days after having been deposited in a receptacle for United States mail, postage prepaid, addressed as follows:

City:
City of Black Hawk, Colorado
P. O. Box 68
201 Selak Street
Black Hawk, Colorado 80422
Attention: City Manager
E-mail: jlewis@cityofblackhawk.org

with a copy to:

Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, Colorado 80202
Attention: Corey Y. Hoffmann, Esq.
E-mail: CYH@hpwclaw.com

Bank:
U.S. Bank National Association
Commercial Banking
8th Floor
950 17th Street
Denver, Colorado 80202
Attention: Jason Edrington
E-mail: Jason.edrington@usbank.com

(b) In lieu of mailed notice to any Person set forth above, the Persons designated above may provide notice by email to any email address set forth above for any other Person designated above, or by facsimile transmission to any facsimile number set forth above for such Person, and any such notices shall be deemed received upon receipt by the sender of an email or facsimile transmission from such Person confirming such receipt, or upon receipt by the sender of such other confirmation of receipt as may be reasonably reliable under the circumstances.
(c) The Persons designated above may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

(d) Where this Loan Agreement provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

Section 9.06. Payments. Payments due on the Loan shall be made in lawful money of the United States. All payments may be applied by the Bank to principal, interest and other amounts due under the Note and this Loan Agreement in any order which the Bank elects.

Section 9.07. Applicable Law and Jurisdiction; Interpretation; Severability. This Loan Agreement and all other Financing Documents will be governed by and interpreted in accordance with the internal laws of the State of Colorado, except to the extent superseded by Federal law. Invalidity of any provisions of this Loan Agreement will not affect any other provision. THE CITY AND THE BANK HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN DENVER, COLORADO, AND WAIVE ANY OBJECTIONS BASED ON FORUM NON CONVENIENS, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES, OR PROCEEDINGS RELATING TO THIS LOAN AGREEMENT, THE NOTE, THE PLEDGED REVENUE, ANY OTHER FINANCING DOCUMENT, OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT OR INTERPRETATION OF ANY OF THE FOREGOING. Nothing in this Loan Agreement will affect the Bank’s rights to serve process in any manner permitted by law. If any section, paragraph, clause, or provision of this Loan Agreement 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 Loan Agreement, the intent being that the same are severable.

Section 9.08. Copies; Entire Agreement; Modification. The City hereby acknowledges the receipt of a copy of this Loan Agreement and all other Financing Documents.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LOAN AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS LOAN AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SH
Section 9.09. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, THE CITY AND THE BANK HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE FINANCING DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THE CITY AND THE BANK EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY GIVEN.

Section 9.10. Exhibits. All exhibits referred to herein are hereby expressly incorporated by reference.

Section 9.11. No Recourse Against Officers and Agents. Pursuant to §11-57-209 of the Supplemental Public Securities Act, if a member of the Board, or any officer or agent of the City, acts in good faith in the performance of his duties as a member, officer, or agent of the Board or the City and in no other capacity, no civil recourse shall be available against such member, officer or agent for payment of the principal of and interest on the Loan. Such recourse shall not be available either directly or indirectly through the Board or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the delivery of the Note evidencing the Loan and as a part of the consideration for such transfer, the Bank and any Person purchasing or accepting the transfer of the obligation representing the Loan specifically waives any such recourse.

Section 9.12. Conclusive Recital. Pursuant to §11-57-210 of the Supplemental Public Securities Act, this Loan Agreement is entered into pursuant to certain provisions of the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of this Loan Agreement after delivery for value.

Section 9.13. Limitation of Actions. Pursuant to §11-57-212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Loan shall be commenced more than 30 days after the authorization of the Loan.

Section 9.14. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Loan provided herein shall be governed by §11-57-208 of the Supplemental Public Securities Act, this Loan Agreement, the Note, and the Authorizing Ordinance. The amounts pledged to the payment of the Loan shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have priority over any and all other obligations and liabilities of the City, except as may be otherwise provided in the Supplemental Public Securities Act, in this Loan Agreement, in the Authorizing Ordinance, or in any other instrument, but subject to any prior pledges and liens. The lien of such pledge shall be valid, binding, and enforceable as against all Persons having claims of any kind in tort, contract, or otherwise against the City irrespective of whether such Persons have notice of such liens.

Section 9.15. Reserved.
Section 9.16. No Liability. Any action taken or omitted by the Bank under or in connection with the Financing Documents, if taken or omitted in good faith and without misconduct or negligence, shall be binding upon the City and shall not put the Bank under any resulting liability to the City. The Bank, including its agents, employees, officers, directors, and controlling Persons, shall not have any liability to the City, and the City assumes all risk, responsibility, and liability for (a) the form, sufficiency, correctness, validity, genuineness, falsification, and legal effect of any demands and other documents, instruments, and other papers relating to the Loan even if such documents should prove to be in any or all respects invalid, insufficient, fraudulent, or forged; (b) the general and particular conditions stipulated therein; (c) the good faith acts of any Person whosoever in connection therewith; (d) failure of any Person (other than the Bank, subject to the terms and conditions hereof) to comply with the terms of the Loan; (e) errors, omissions, interruptions, or delays in transmission or delivery of any messages, by mail, cable, telex, telegraph, wireless, or otherwise, whether or not they be in code; (f) errors in translation or errors in interpretation of technical terms; (g) for any other consequences arising from causes beyond the Bank’s control; or (h) any use of which may be made of the proceeds of the Loan, except to the extent of any direct, as opposed to indirect, consequential, or special damages suffered by the City which direct damages are proven by the City to be caused by the Bank’s willful or grossly negligent failure to make lawful payment under the Loan.

Section 9.17. No Waiver; Modifications in Writing. No failure or delay on the part of the Bank in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other right, power, or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to the Bank at law or in equity or otherwise. No amendment, modification, supplement, termination, or waiver of or to any provision of this Loan Agreement, nor consent to any departure by the City therefrom, shall be effective unless the same shall be in writing and signed by or on behalf of the Bank. Any amendment, modification, or supplement of or to any provision of this Loan Agreement, and any consent to any departure by the City from the terms of any provision of this Loan Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given. No notice to or demand on the City in any case shall entitle the City to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the Bank to any other or further action in any circumstances without notice or demand. The Bank shall notify the Custodian of each amendment to this Loan Agreement.

Section 9.18. Payment on Non-Business Days. Whenever any payment hereunder shall be stated to be due on a day which is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of the amount due.

Section 9.19. Document Imaging. The Bank shall be entitled, in its sole discretion, to image all or any selection of the Financing Documents, other instruments, documents, items and records governing, arising from or relating to the Loan, and may destroy or archive the paper originals. The City hereby waives any right to insist that the Bank produce paper originals; agrees that such images shall be accorded the same force and effect as the paper originals; and further agrees that the Bank is entitled to use such images in lieu of destroyed or archived
originals for any purpose, including as admissible evidence in any demand, presentment or proceedings.

Section 9.20. Further Assurances. The City agrees to do such further acts and things and to execute and deliver to the Bank such additional assignments, agreements, powers, and instruments as the Bank may reasonably require or deem advisable to carry into effect the purposes of this Loan Agreement or to better assure and confirm unto the Bank its rights, powers, and remedies hereunder and under the Financing Documents.

Section 9.21. Execution in Counterparts. This Loan Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Loan Agreement.

Section 9.22. Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, the intent being that such remaining provisions shall remain in full force and effect.

Section 9.23. Headings. Article and Section headings used in this Loan Agreement are for convenience of reference only and shall not affect the construction of this Loan Agreement.

Section 9.24. No Rating, DTC, or CUSIP. The Loan shall not be (i) assigned a separate rating by any rating agency, (ii) registered with the Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor’s CUSIP service.

Section 9.25. Integration. This Loan Agreement is intended to be the final agreement between the parties hereto relating to the subject matter hereof and this Loan Agreement and any agreement, document, or instrument attached hereto or referred to herein shall supersede all oral negotiations and prior writings with respect to the subject matter hereof.

Section 9.26. Bank Representation. The Bank hereby represents that it is an Accredited Investor, and that it is a “depository institution” and therefore, a “financial institution” within the meaning of §32-1-1101(6)(a)(IV), C.R.S.

Section 9.27. Patriot Act Notice. The Bank hereby notifies the City that pursuant to the requirements of the Patriot Act, it is required to obtain, verify, and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Bank to identify the City in accordance with the Patriot Act. The City hereby agrees that it shall promptly provide such information upon request by the Bank.
IN WITNESS WHEREOF, the undersigned have executed this Loan Agreement as of the date set forth above.

U.S. BANK NATIONAL ASSOCIATION

By: _________________________________
Name: _______________________________
Title: ________________________________

(S E A L)

CITY OF BLACK HAWK, COLORADO,

Attest:

By: _________________________________
Name: _______________________________
Title: City Clerk

By: _________________________________
Name: _______________________________
Title: Mayor
EXHIBIT A

to

LOAN AGREEMENT

[Form of Note]

THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF EXCEPT TO AN “ACCREDITED INVESTOR”, AS THAT TERM IS DEFINED UNDER SECTIONS 3(B) AND (4)(2) OF THE FEDERAL “SECURITIES ACT OF 1933” BY REGULATION ADOPTED THEREUNDER BY THE SECURITIES AND EXCHANGE COMMISSION.

UNITED STATES OF AMERICA
STATE OF COLORADO
CITY OF BLACK HAWK, COLORADO

DEVICE TAX REVENUE REFUNDING NOTE, SERIES [2015/2016]
IN THE AGGREGATE PRINCIPAL AMOUNT OF

$[_______]

Original Issue Date: [closing date]

FOR VALUE RECEIVED, CITY OF BLACK HAWK, COLORADO, (hereinafter referred to as “Maker”), promises to pay to the order of U.S. BANK NATIONAL ASSOCIATION, and its successors and assigns (hereinafter referred to as “Payee”), at the office of Payee or its agent, designee, or assignee at such place as Payee or its agent, designee, or assignee may from time to time designate in writing, the principal amount due under that certain Loan Agreement dated [closing date], by and between Maker and Payee (the “Loan Agreement”), in lawful money of the United States of America.

This Note shall be in the principal amount, bear interest, be payable, and mature pursuant to the terms and provisions of the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed in the Loan Agreement.

Amounts received by Payee under this Note shall be applied in the manner provided by the Loan Agreement. All amounts due under this Note shall be payable without setoff, counterclaim, or any other deduction whatsoever by Maker.

Unless payments are made in the required amount in immediately available funds in accordance with the provisions of the Loan Agreement, remittances in payment of all or any part of the amounts due and payable hereunder shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Payee in funds immediately available at the place where this Note is payable (or any other place as Payee, in Payee’s sole discretion, may have established by delivery of written notice thereof to Maker) and shall be made and accepted subject to the condition that any check or draft may be handled for
collection in accordance with the practice of the collecting bank or banks. Acceptance by Payee of any payment in an amount less than the amount then due shall be deemed an acceptance on account only and any unpaid amounts shall remain due hereunder, all as more particularly provided in the Loan Agreement.

In the event of nonpayment of this Note, Payee shall be entitled to all remedies under the Loan Agreement.

It is expressly stipulated and agreed to be the intent of Maker and Payee at all times to comply with applicable state law and applicable United States federal law. If the applicable law (state or federal) is ever judicially interpreted so as to render usurious any amount called for under this Note or under the Loan Agreement, or contracted for, charged, taken, reserved, or received with respect to the indebtedness evidenced by this Note, then it is Maker’s and Payee’s express intent that all excess amounts theretofore collected by Payee be credited on the principal balance of this Note (or, if this Note has been or would thereby be paid in full, refunded to Maker), and the provisions of this Note shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and under the Loan Agreement. All sums paid or agreed to be paid to Payee for the use, forbearance, and detention of the indebtedness evidenced hereby and by the Loan Agreement shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the maximum rate permitted under applicable law from time to time in effect and applicable to the indebtedness evidenced hereby for so long as such indebtedness remains outstanding.

Pursuant to the terms of the Loan Agreement and notwithstanding anything therein or herein to the contrary, the Maker is not obligated to pay more than the amount permitted by law and its electoral authorization in repayment of the Maker’s obligations hereunder, including all payments of principal and interest, and all of the Maker’s obligations under the Loan Agreement and this Note will be deemed defeased and no longer outstanding upon the payment by the Maker of such amount.

BY ACCEPTANCE OF THIS INSTRUMENT, THE OWNER OF THIS NOTE AGREES AND CONSENTS TO ALL OF THE LIMITATIONS IN RESPECT OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE CONTAINED HEREIN, IN THE LOAN AGREEMENT, AND IN THE ORDINANCE OF THE CITY AUTHORIZING THE ISSUANCE OF THIS NOTE. SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, THE OWNER OF THIS NOTE REPRESENTS AND AFFIRMS THAT IT IS AN “ACCREDITED INVESTOR” AS THAT TERM IS DEFINED UNDER SECTIONS 3(B) AND (4)(2) OF THE FEDERAL “SECURITIES ACT OF 1933” BY REGULATION ADOPTED THEREUNDER BY THE SECURITIES AND EXCHANGE COMMISSION.

Maker and any endorsers, sureties, or guarantors hereof jointly and severally waive presentment and demand for payment, protest, and notice of protest and nonpayment, all applicable exemption rights, valuation, and appraisement, notice of demand, and all other notices
in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note and the bringing of suit and diligence in taking any action to collect any sums owing hereunder or in proceeding against any of the rights and collateral securing payment hereof. Maker and any surety, endorser, or guarantor hereof agree (a) that the time for any payments hereunder may be extended from time to time without notice and consent; (b) to the acceptance of further collateral; (c) to the release of any existing collateral for the payment of this Note; (d) to any and all renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note; and (e) that additional makers, endorsers, guarantors, or sureties may become parties hereto all without notice to them and without in any manner affecting their liability under or with respect to this Note. No extension of time for the payment of this Note shall affect the liability of Maker under this Note or any endorser or guarantor hereof even though Maker or such endorser or guarantor is not a party to such agreement.

Failure of Payee to exercise any of the options granted herein to Payee upon the happening of one or more of the events giving rise to such options shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to the same or any other event. The acceptance by Payee of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the options granted herein or in the Loan Agreement to Payee at that time or at any subsequent time or nullify any prior exercise of any such option without the express written acknowledgment of Payee.

Maker (and the undersigned representative of Maker, if any) represents that Maker has full power, authority, and legal right to execute, deliver, and perform its obligations pursuant to this Note and this Note constitutes the legal, valid, and binding obligation of Maker.

All notices or other communications required or permitted to be given hereunder shall be given in the manner and be effective as specified in the Loan Agreement, directed to the parties at their respective addresses as provided therein.

This Note is governed by and interpreted in accordance with the internal laws of the State of Colorado, except to the extent superseded by federal law.

This Note is authorized for the purpose of defraying wholly or in part the costs of the Refunding Project, as defined in the Authorizing Ordinance, and the payment of costs and expenses incidental thereto and to the issuance of the Note, all under the authority of and in full conformity with the Constitution and laws of the State of Colorado, the City Charter, and the Supplemental Public Securities Act, Part 2 of Article 57 of Title 11, Colorado Revised Statutes, and pursuant to the Ordinance duly adopted, posted and made a law of the City, all prior to the issuance of this bond.

Pursuant to the City Charter, such recital shall conclusively impart full compliance with all the provisions of the City Charter, and this Note shall be incontestable for any cause whatsoever after its delivery for value. Pursuant to Section 11-57-210 of the Supplemental Act, such recital shall be conclusive evidence of the validity and the regularity of the issuance of this bond after its delivery for value.
The Note does not constitute a debt or an indebtedness of the City within the meaning of any applicable charter, constitutional or statutory provision or limitation, shall not be considered or held to be a general obligation of the City, and are payable solely from, and constitute a pledge of, and an irrevocable and first lien (but not necessarily an exclusive first lien) on the Pledged Revenues (as defined in the Ordinance) and on the special funds and accounts pledged therefor pursuant to the Ordinance. The Note is payable from all of the proceeds to be derived by the City from the Device Tax and from any taxes which hereafter may be imposed by the City in addition thereto or in substitution therefor (collectively the “Device Tax”); subject to certain exceptions and exclusions as provided in the Ordinance and Loan Agreement (the “Pledged Revenues”). The lien of the Note on the Pledged Revenues is on a parity with the lien of certain City bonds issued in 2013 and 2014 and any additional bonds that may be issued by the City in the future under the Ordinance and Loan Agreement. This Note is payable solely from the Pledged Revenues and the special funds and accounts pledged therefor under the Prior Ordinances and the Ordinance, and the registered owner hereof may not look to any ad valorem property taxes or general or other fund for the payment of the principal of, premium, if any, and interest on this bond except the Pledged Revenues and the special funds and accounts pledged therefor pursuant to the Ordinance.

It is further certified and recited that all the requirements of law have been fully complied with by the proper City officers in the issuance of this Note.

The City has designated the Note as a qualified tax-exempt obligation for purposes of Section 265(b)(3)(B) of the Code. The City does not expect to issue more than $10,000,000 of tax-exempt obligations during calendar year [2015/2016].

TO THE EXTENT PERMITTED BY LAW, MAKER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN DENVER, COLORADO, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS RELATING TO THIS NOTE OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT OR INTERPRETATION THEREOF.

TO THE EXTENT PERMITTED BY LAW, MAKER HEREBY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS NOTE OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. MAKER REPRESENTS TO PAYEE THAT THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY GIVEN.

THE PROVISIONS OF THIS NOTE MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY MAKER AND PAYEE. THERE ARE NO ORAL AGREEMENTS BETWEEN MAKER AND PAYEE WITH RESPECT TO THE SUBJECT MATTER HEREOF.
IN WITNESS WHEREOF, an authorized representative of City of Black Hawk, Colorado, as Maker, has executed this Note as of the day and year first above written.

(S E A L) CITY OF BLACK HAWK, COLORADO,

____________________________________
Mayor

ATTEST:

____________________________________
City Clerk
ANNUAL COMPLIANCE CERTIFICATE

The undersigned, as an officer of and on behalf of City of Black Hawk, Colorado, (the “City”), in connection with that certain Loan Agreement (the “Loan Agreement”), dated as of [_________], between the City and U.S. Bank National Association, hereby certifies as follows (capitalized terms used herein and not defined shall have the meanings ascribed thereto by the Loan Agreement):

1. The undersigned is a duly elected or appointed Finance Director of the City.

2. The City is in material compliance with its covenants in the Loan Agreement, except as is described below.

[description of noncompliance, if any]

3. [ADD DEBT SERVICE COVERAGE RATIO]

4. As of the date hereof, no Event of Default exists under the Loan Agreement.

[or]

An Event of Default under the Loan Agreement has occurred and is continuing. Such Event of Default and the actions which the City is taking or proposes to take with respect thereto are described below:

[description of Event of Default and remedial actions being taken]

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the ____ day of ____________, 20__. 

By: _________________________________
     Finance Director
CITY OF BLACK HAWK, COLORADO

REGISTRAR AND PAYING AGENT AGREEMENT

THIS AGREEMENT, dated as of [CLOSING DATE], is by and between the City of Black Hawk, Colorado (the “City”), and UMB Bank, n.a., Denver, Colorado (the “Bank”).

WITNESSETH:

WHEREAS, by ordinance of the City Council of the City duly adopted on December 9, 2015 (the “Authorizing Ordinance”), the City has authorized the issuance of its Device Tax Revenue Refunding Note, Series [2015/2016], in the aggregate principal amount of $__________ (the “Note”); and

WHEREAS, it is mutually desirable to the City and the Bank that the Bank, through its Corporate Trust Department located in Denver, Colorado, act as Paying Agent (as defined in the Authorizing Ordinance and Loan Agreement) for the Note; and

WHEREAS, it is mutually desirable that this agreement (the “Agreement”) be entered into between the City and the Bank to provide for certain aspects of such Registrar and Paying Agent services.

NOW, THEREFORE, the City and the Bank, in consideration of the mutual covenants herein contained, agree as follows:

1. The Bank hereby accepts all duties and responsibilities of the Registrar and Paying Agent as provided in the Authorizing Ordinance and this Agreement. The Bank shall cause the Note to be honored in accordance with their terms, provided that the City causes to be made available to the Bank all funds necessary in order to so honor the Note. Nothing in this Agreement shall require the Bank to pay or disburse any funds in excess of the amount then on deposit in the “Principal and Interest Payment Account” provided for in Section 2 of this Agreement. Nothing in this Agreement shall require the City to pay or disburse any funds for payment of the principal of the Note, the interest thereon, or redemption premium, if any, except at the times and in the manner provided in the Authorizing Ordinance. In addition, the Bank hereby accepts, including, without limitation, the duties and responsibilities pertaining to the authentication, registration, transfer, exchange and replacement of Note, and the duties and
responsibilities pertaining to the calling of the Note for prior redemption, all as provided in the Authorizing Ordinance.

2. Not less than (a) one business day prior to each payment date, if funds are delivered by wire transfer, or (b) three business days prior to each payment date if funds are delivered by another method of payment, funds for the payment of the Note and interest thereon are to be deposited by the City with the Bank in an account designated “Principal and Interest Payment Account.” The funds so deposited shall be held and applied by the Bank through its Corporate Trust Department solely for the payment of principal of and interest on the Note. From such funds, the Bank agrees to pay at the times and in the manner provided in the Authorizing Ordinance, the principal of, interest on and redemption premium, if any, on the Note. In the event a payment date is not a business day, the Bank shall make the principal and/or interest payment on the following business day with the same effect as if it had been made on the date scheduled for such payment. The Bank shall not be required to invest or to pay interest on any funds of the City for any period during which such funds are held by the Bank awaiting the presentation of the Note for payment.

3. At least 30 but not more than 60 days prior to [_______], and on the date on which the last Note is discharged, the Bank shall send written notice to the City stating that the City must: (i) compute the amount of rebatable arbitrage, if any, which is due to the federal government pursuant to Sections 103 and 148(f) of the Internal Revenue Code of 1986, as amended, and (ii) pay such amount no later than sixty days from [_______], and on the date on which the last Note is discharged. The Bank shall have no further obligation or duty related to the City’s arbitrage-related obligations under Sections 103 and 148 (f) of the Internal Revenue Code of 1986 other than giving notice to the City as provided herein.

4. The City shall pay to the Bank fees in accordance with its then existing fee schedule. The Bank’s current fee schedule is attached hereto as Exhibit A. No new fee schedule shall become effective until 30 days after the Bank has given the City notice thereof.

5. Unless waived by the Bank, the City agrees to provide the Bank with not less than 60 days’ notice of any prior redemption of the Note.

6. Any moneys held by the Bank for the owners of the Note remaining unclaimed for one year after principal and interest of the respective Note with respect to which
such moneys have been set aside become due and payable shall without further request by the City be paid to the City.

7. The Agreement may be terminated as provided in the Authorizing Ordinance.

8. In the event of any conflict between the provisions of this Agreement and the provisions of the Authorizing Ordinance, the provisions of the Authorizing Ordinance shall be controlling.

9. The rights of the City under this Agreement shall be deemed to be a contract made under and shall be construed in accordance with and governed by the laws of the State of Colorado. Jurisdiction and venue for any disputes related to this Agreement shall be in a District Court for the State of Colorado.

10. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
IN WITNESS WHEREOF, the Bank and the City have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CITY OF BLACK HAWK, COLORADO

By: ________________________________

(SEAL)

Mayor

Attest:

______________________________

City Clerk

UMB BANK, N.A.,
Denver, Colorado

By: ________________________________

Title: Senior Vice President
EXHIBIT A

(Attach Registrar’s Fee Schedule)
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Authorizing the Execution and Delivery of a Loan Agreement and Related Documents in Order to Refinance the City’s Outstanding Device Tax Revenue Refunding Bonds, Series 2006A, To Affect Interest Rate Savings.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE: Ordinance 2015-47, An Ordinance Authorizing the Execution and Delivery of a Loan Agreement and Related Documents in Order to Refinance the City’s Outstanding Device Tax Revenue Refunding Bonds, Series 2006A, To Affect Interest Rate Savings.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: This ordinance allows the City to refinance the 2006A Refunding Bonds, currently bearing interest at 5.00%, with a new issue with an interest rate of 2.21%.

AGENDA DATE: December 9, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Ordinance

RECORD: [ ] Yes [X] No

CITY ATTORNEY REVIEW: [X ] Yes [ ] N/A

SUBMITTED BY: REVIEWED BY:

Lance Hillis, Finance Director  Jack D. Lewis, City Manager
RESOLUTION 76-2015
A RESOLUTION APPROVING THE AGREEMENT FOR TRANSIT RELATED SERVICES FOR THE BLACK HAWK & CENTRAL CITY TRAMWAY FOR 2016 BETWEEN MV TRANSPORTATION, INC. AND THE CITY OF BLACK HAWK
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 76-2015

TITLE: A RESOLUTION APPROVING THE AGREEMENT FOR TRANSIT RELATED SERVICES FOR THE BLACK HAWK & CENTRAL CITY TRAMWAY FOR 2016 BETWEEN MV TRANSPORTATION, INC. AND THE CITY OF BLACK HAWK

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

Section 1. The Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2016 between MV Transportation, Inc. and the City of Black Hawk, attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 9th day of December, 2015.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK  
REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 76-2015, a Resolution authorizing the execution of the agreement for providing the Transit Related Services for the Black Hawk & Central City Tramway for 2016.

RECOMMENDATION:
If City Council chooses to approve Resolution 76-2015, a Resolution authorizing the execution of the agreement between the City of Black Hawk and MV Transportation, Inc., the recommended motion is as follows: “Approve Resolution 76-2015, a Resolution authorizing the execution of the agreement for providing the Transit Related Services for the Black Hawk & Central City Tramway for 2016.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk and the City of Central have agreed to combine services and have a single shuttle bus service for 2016. The bus will circulate through both Cities on a specific route with specific stops. The route should take approximately 30 minutes to cover. A single bus will operate Monday through Thursday and two buses will operate Friday through Sunday. As part of the new service, the transit provider services were put out for bid. The City received two proposals. Three independent reviewers rated the proposals. The proposals were rated on five categories including; qualifications, proposed operation, hiring/training, management, and cost. MV Transportation was selected and had the lowest cost.

FUNDING SOURCE: 204-4801-431-33-25 Contracted Bus Service

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: Thomas Isbester

PROJECT COMPLETION DATE: December 31, 2016

DOCUMENTS ATTACHED:

CITY ATTORNEY REVIEW: [ ]Yes [ ]No [ ]N/A INITIALS__________

SUBMITTED BY: Thomas Isbester, Public Works Director

REVIEWED BY: Jack D. Lewis, City Manager
AGREEMENT FOR THE MANAGEMENT AND OPERATION OF THE TRANSPORTATION SERVICES FOR THE CITY OF BLACK HAWK

This Agreement is entered into this ________________ day of _______________, 2015 by and between the City of Black Hawk, a political subdivision of the State of Colorado (the “City”) and MV Public Transportation, Inc. (the “Contractor”).

WHEREAS, City desires to contract with the Contractor to operate its transportation system, and

WHEREAS, Contractor has the technical expertise necessary to manage and operate the City’s transportation system,

NOW THEREFORE, in consideration for the mutual promises herein, the parties agree as follows:

1. TERM/TERMINATION

1.1 Term. This Agreement shall commence for a twelve-month period starting January 1, 2016, and ending December 31, 2016, unless sooner terminated as set forth below. The City and the Contractor may agree to extend this Agreement for two additional one-year periods with each extension to be exercised on an annual basis at the discretion of the City and the Contractor. City and Contractor will annually renegotiate the cost of these services. Failure to achieve cost reconciliation in any given year may result in termination of the contract.

1.1 Termination. Either party hereto has the right to terminate this Agreement at any time, with or without cause, and without further liability, upon ninety (90) days written notice to the other party. The parties may also terminate the Agreement, upon two (2) weeks written notice, if the necessary funding to operate services becomes unavailable because of circumstances beyond their control.

2. SCOPE OF WORK

In accordance with federal and state law, and the standards set forth herein, Contractor shall provide transportation service for the general public. The general characteristics of the transportation service include the following:

2.1 Scope. The Scope of Work shall be referred to as “Exhibit A,” which is attached hereto and by this reference incorporated herein. The services described in Exhibit A, together with the terms set forth in this Agreement, shall constitute all of the work to be provided by Contractor under the terms of this Agreement. Contractor and City specifically contemplate that Contractor shall strictly abide by terms and conditions set forth in subsection A.16 of Exhibit A.

2.2 General Public. In accordance with the work set forth in Exhibit A, transportation service shall be available to the general public. Transportation service will operate on a
modified fixed route with checkpoint deviation to provide equivalent service as required under the Americans with Disabilities Act of 1990 ("ADA").

2.3 Compliance Requirements. Contractor will provide service subject to the requirements of the ADA and the drug and alcohol program requirements of 49 CFR Parts 40 and 655.

3. COMPENSATION

3.1. Rates. The rates for the term of this Agreement are based on the rates provided by the Contractor and accepted by the City as shown in Exhibit B. The rate will include the Fixed Cost per Month plus the Variable Cost per Hour based on the actual hours of operation.

3.2. Invoices. Contractor shall invoice City on a monthly basis for the services provided. Contractor shall submit invoices to City by the 10th day of the month for the previous month’s service.

3.3. Payment Terms. City shall pay Contractor within 30 days of receipt of Contractor’s Invoice.

3.3.1. Disputed Invoices. In the event City disputes any portion of Contractor’s invoice, City shall notify Contractor in writing within fourteen (14) days of receipt of Contractor’s invoice. City shall pay the undisputed portion of the invoice within thirty (30) days of receipt of Contractor’s invoice.

3.3.2. Dispute Resolution. Contractor and City shall meet within fourteen (14) days of Contractor’s receipt of City’s notice of disputed invoice to negotiate a resolution to the dispute.

4. SERVICE REQUIREMENTS

4.1. Reporting. Contractor shall report to City monthly the following statistics: Total hours; total miles; accidents; threatened litigation or claims; and number of passengers transported on a daily basis (the “Monthly Report”).

4.2. Fares. Any fares collected at the request for the City from passengers of this service will be deposited into City’s bank account and noted on the Monthly Report.

4.3. Changes in Service. Upon City’s reasonable request and advance notice of no less than two (2) weeks, Contractor shall make modification to routes and schedules. Compensation will be adjusted based on Cost Proposal in Exhibit B.

4.4. Driver Documents and Inspection. Contractor will have on file and to the extent permitted by law shall, upon request, make available to City the following documentation for each driver provided to perform services under this Agreement:

4.4.1. Proof of valid driver’s license for each person operating vehicles;

4.4.2. Current Department of Motor vehicle record report; and

4.4.3. Audit testing record to verify compliance with FTA Drug and Alcohol Testing.
5. ACCIDENT AND INCIDENT REPORTING

5.1. Reporting Accident and Incidents. Contractor shall report all accidents and incidents involving or resulting from its services by providing City a summary of the incident/accident, or through other mutually acceptable forms. Contractor shall require any driver involved in any incident or accident while engaged in the service contemplated by this Agreement to provide a report of such incident or accident to the Contractor. For this purpose, “accident” means vehicle damage (excluding purely mechanical failure) that requires towing from the scene, and/or damage resulting in law enforcement agencies responding to the scene. For this purposes “incident” refers to injuries to and complaints from passengers or others.

5.2. Law Enforcement Reports from Contractor. Contractor shall request a copy of any incident or accident report prepared by law enforcement officers. Contractor shall promptly provide City with a copy of all reports regarding Contractor’s accidents in which a vehicle is involved. Such reports shall be submitted to City within twenty-four hours of Contractor’s receipt of the report.

5.3. Contractor Internal Incident Reports. Copies of incident and accident reports involving vehicles, drivers, and/or passengers, prepared by the Contractor, shall be provided to City; unless in the opinion of Contractor’s legal counsel such report is privileged or providing such report would hinder Contractor’s ability to defend a claim related to such accident or incident.

6. LIABILITY & INDEMNIFICATION

6.1. Intent. It is not the intent of either party to incur liability for the negligent operations, acts, or omissions of the other party or its agents or employees. Rather, as set forth hereinafter, each of the parties hereto assumes full responsibility for the negligent operations, acts, and omissions of its own employees, agents, contractors, and licensees, and each party hereto seeks indemnification only against the negligent operation, acts, and omissions of the employees, agents or contractors of the other party.

6.2. Contractor. Contractor agrees and acknowledges that it is responsible for any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including, without limitation, reasonable attorney’s fees, paid or incurred as the result of or in connection with (i) any breach by Contractor, its agents, subcontractors, employees, licensees, of any covenant or condition of this Agreement, or (ii) the carelessness, negligence or improper conduct of Contractor, its agents, subcontractors, employees, or licensees. To the full extent allowed by law, if any action or proceeding is brought against City, by reason of any such claim, upon written notice from City, Contractor shall, at its own expense, resist or defend such action or proceeding with counsel chosen by Contractor and approved by City in writing (such consent not to be unreasonably withheld) and Contractor shall indemnify and hold harmless the City from and against any such claim or judgment resulting herefrom.

7. INSURANCE
7.1. **Forms & Amounts.** Contractor shall carry insurance, and provide written proof thereof to City, in the following minimum amounts:

7.1.1. **Worker's Compensation.** Contractor shall provide workers compensation insurance or shall undertake a program of self-insurance pursuant to the laws of the State of Colorado.

7.1.2. **Comprehensive General Liability.** Contractor shall maintain coverage of not less than $5,000,000.00 per occurrence for personal injury and property damage liability.

7.1.3. **Automobile.** Contractor shall maintain a Comprehensive Automobile Insurance Policy written on an occurrence basis, in a form and substance reasonably acceptable to the City. The Comprehensive Automobile Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles. The Comprehensive Automobile Insurance Policy must be written with a combined single limit of liability for not less than $1,000,000.00 for each occurrence of bodily injury and/or property damage.

7.2. **Additional Insured.** To the extent allowed by Colorado law, all Contractor’s insurance policies required or provided for by this Agreement shall name City of Black Hawk, City of Central City, Colorado as additional insureds.

7.3. **Primary.** The insurance policies required by the terms of this Agreement shall be primary in relation to any other insurance that may apply, for operations performed by or on behalf of Contractor.

7.4. **Cancellation & Notice.** Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall so notify City in writing at least 10 days in advance of cancellation for nonpayment, and at least 30 days in advance of cancellation for any other reason.

8. **ADDITIONAL TERMS AND CONDITIONS**

8.1. **Limitation of Funding.** Service is contingent upon funds available to and appropriated by City at its sole discretion. In the event that funding is eliminated or decreased, City reserves the right to terminate or modify this Agreement accordingly.

8.2. **Independent Contractor.** In performing under this Agreement, Contractor shall act at all times as an independent contractor. Nothing contained in this Agreement shall be construed or applied to create the relationship of principal and agent, or of employer and employee, between Contractor and City. Employees of Contractor shall not under any circumstances be considered employees of City.

8.3. **Subcontracts.** Contractor shall not enter into subcontracts for the performance of the duties and responsibilities of the Contractor identified in Exhibit A without the prior written consent of City.

8.4. **Assignment of Interests.** Neither this Agreement nor any interest herein shall be assigned or transferred by Contractor without authorization in writing by the City (such consent not to be unreasonably withheld). Such consent shall not release Contractor from its...
liability for the performance of the obligations of this Agreement unless otherwise specifically agreed in writing.

8.5. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incident of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants, or facility by the Federal, state, or local government; or national or local fuel shortage; when evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of the party not performing.

8.6. **Audit.** The records, books, documents, data and accounting and operating procedures as related specifically to the performance of this Agreement are subject to audit and examination by the City and its representatives, the U.S. Department of Transportation, the Comptroller General of the United States and the State of Colorado for three (3) years from the date of final payment under this Agreement. Such audit shall be conducted after reasonable notice to Contractor and at Contractor’s account center in Colorado where such records shall be maintained.

8.7. **Severability.** If any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Agreement; and each provision of the Agreement shall be and is deemed to be separate and severable from each other provision.

8.8. **Modification.** Any provision of this Agreement may be modified, changed, altered or deleted, either temporarily or permanently, upon written agreement between the City and Contractor.

8.9. **Disputes.** Administrative disputes arising out of this Agreement between employees and staff of the City and/or Contractor shall first be taken to the employees supervising this program for the respective parties for the purpose of attempting in good faith to resolve the dispute. If the parties cannot resolve the dispute, they may appoint a mediator to resolve the dispute. If the parties do not agree to mediation or on a mediator, they shall have the right to pursue all remedies permitted by law.

8.10. **Jurisdiction and Venue.** This Agreement and all documents associated with this Agreement shall be construed and interpreted in accordance with the law of the State of Colorado. City and Contractor hereby consent and submit to the exclusive jurisdiction of the Gilpin County District Court of the State of Colorado for adjudication of any suit, right or cause of action arising under or in connection with this Agreement.

8.11. **Notices.** Any notices required to be given pursuant to the terms and provisions of this Agreement shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow or to such other addresses as the parties may hereinafter designate in writing:

**City:** City of Black Hawk  
Attn: Public Works Director  
PO Box 68  

November 2015
City of Black Hawk
987 Miners Mesa Road
Black Hawk, CO 80422

cc: Corey Y. Hoffmann
Hoffmann, Parker, Wilson & Carberry, P.C.
1530 Sixteenth Street, Suite 200
Denver, CO 80202

Contractor: MV Public Transportation, Inc.
Attn: Mr. Marc Rancone, VP
5910 N. Central Expy., Suite 1145
Dallas, TX 75206

8.12 Illegal Alien Workers. Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or contract with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the Agreement. Execution of this Agreement by Contractor shall constitute a certification by Contractor that it does not knowingly employ or contract with any illegal alien and that Contractor has participated or attempted to participate in the Basic Pilot Employment Verification Program administered by the United States Department of Homeland Security, ("Basic Pilot Program") in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

8.12.1 Contractor shall:

8.12.1.1 Confirm or attempt to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program. Contractor shall apply to participate in the Basic Pilot Program every three months until all Contractor requirements under this Agreement are completed or until Contractor is accepted into the Basic Pilot Program, whichever occurs earlier.

8.12.1.2 Not utilize the Basic Pilot Program procedures to independently undertake pre-employment screening of job applicants.

8.12.1.3 Require any subcontractor to certify that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien Contractor shall:

8.12.1.3.1 Notify the subcontractor and City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

8.12.1.3.2 Terminate the subcontract with the subcontractor if within three (3) days of receiving notice from Contractor, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor 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.

8.12.1.4 Comply with any reasonable request by the Department of Labor and Employment ("Department") made in the course of an investigation by the Department.
8.12.2 If Contractor violates any provision of this Section, City may terminate the Agreement immediately, Contractor shall be liable to City for City’s actual and consequential damages resulting from such termination, and City shall report such violation by Contractor to the Colorado Secretary of State as required by law.

9. ENTIRE AGREEMENT
This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provision of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

City of Black Hawk
By: ____________________________
Title: __________________________
Date: ___________________________

Contractor
By: ____________________________
Title: Chief Financial Officer
Date: 11/25/2015

WITNESS
EXHIBIT A

SCOPE OF WORK

A.1 HOURS OF SERVICE Passengers will be picked up only at points designated by the City along the service route during the service hours defined in the Operations Profile.

A.2 DAYS OF SERVICE Service will be provided seven days per week, 365 days per year.

A.3 RIDE TIME The scheduled route will be approximately 30 minutes in length under normal weather conditions.

A.4 SERVICE AREA Black Hawk and Central City.

A.5 FARES Fares are not currently collected.

A.6 PASSENGER ASSISTANCE Driver shall assist all passengers on and off the bus as needed.

A.7 INCLEMENT WEATHER In the event that weather conditions are such that service must be suspended temporarily to ensure the safety of the passengers and drivers, the Contractor shall immediately contact the Black Hawk Public Works Director or designee. Contractor shall make best efforts to notify casino management and passengers of weather related delays to the service.

A.8 COMPLAINTS The Contractor shall make written record of all complaints from passengers and others relating to the service provided herein and notify the City the next business day. Contractor shall investigate all complaints and, within five (5) days following actual receipt of complaint, provide a written response to the person making the complaint and shall provide a copy of the complaint and the response to City.

A.9 DRIVERS Contractor shall employ drivers duly licensed by the State of Colorado to transport the passengers provided for under this Agreement.

A.9.1 Contractor shall train all drivers in accordance with Contractor's training program for drivers providing similar transit services.

A.9.2 All drivers will be trained in accordance with the federal laws and the laws of the State of Colorado.

A.9.3 Contractor shall comply with Federal Transit Administration drug use and alcohol misuse testing requirements of all employees in safety sensitive positions in compliance with federal law.

A.9.4 All drivers shall wear a uniform issued by the Contractor while on duty, and shall, at all times when visible to bus passengers, be neatly groomed and dressed.

A.9.5 The Contractor shall have the exclusive right to hire, train and terminate drivers and other Contractor personnel. The City shall have the option to request the Contractor reassign drivers based on the need to maintain customer service levels consistent with a resort community.

A.9.6 Drivers shall be trained in and practice appropriate radio communications.

A.9.7 Contractor will schedule meeting with driver team and fleet shop staff once every...
quarter to discuss common issues and procedures.

A.9.8 Contractor will provide City summary of driver training every six months.

A.9.9 From time to time, but no more often than quarterly, the City may request, at City’s expense, that drivers perform a survey of passengers to see if passengers are satisfied with the service, to discuss methods of improvement, and such other matters as the City may request.

A.9.10 When requested, contractor will complete ridership counts, by stop, and report the results to the City.

A.9.11 Drivers will have access to City property without supervision due to extended service hours. Contractor will be responsible for any criminal activity/theft by drivers when unsupervised.

A.10 VEHICLES PROVIDED BY CITY City supplied transportation equipment will be lift equipped passenger transportation vehicles that are ADA Accessible and licensed in the State of Colorado. The vehicles shall have a minimum capacity to transport fourteen ambulatory and two passengers in standard wheelchairs at the same time. Vehicles will require a class B CDL and operation of air brakes.

A.10.1 Contractor shall not materially alter the appearance of the City’s buses.

A.10.2 Contractor shall ensure the City buses it operates are neat, clean and properly maintained to assure the safety and comfort of all passengers.

A.10.3 Contractor shall maintain required insurance coverages as set forward in 7.1.3.

A.10.4 Driver shall utilize all safety equipment and shall not modify any installed equipment.

A.10.5 Driver will accurately complete pre- and post-trip inspections. Driver will sweep bus interior, empty trash, and refuel vehicle at end of service day/shift.

A.11 MAINTENANCE All maintenance will be provided for and scheduled by the City of Black Hawk Fleet Shop.

A.12 FUEL City will provide fuel for vehicles.

A.13 FACILITIES City will provide Contractor free of charge parking facilities for the buses and employees at Miner’s Mesa. City shall be responsible for the general cleaning and upkeep of all transit shelters and the parking facilities. Contractor shall be responsible for the general cleaning and upkeep of all areas used by their employees, including restrooms.

A.14 QUALITY STANDARDS In addition to all other federal state and local transit agency requirements, the following quality standards shall apply to the Contractor:

A.14.1 Contractor will provide prompt and timely service in accordance with the schedule in the Agreement.

A.14.2 Contractor drivers will be courteous and respectful to all passengers at all times.

A.14.3 Contractor drivers shall contact the local law enforcement agency rather than deal directly with a disruptive passenger.

A.14.4 Contractor drivers shall obey all traffic laws of the State of Colorado and Cities of Black Hawk and Central.

A.15 LICENSES AND PERMITS During the term of this agreement, Contractor shall obtain all necessary licenses and permits required to operate a public transit service. All Contractor drivers shall obtain and maintain a current class B Commercial Driver’s License.
with passenger and air brake endorsements.

A.16 SPECIAL TERMS AND CONDITIONS FOR FEDERAL TRANSIT ADMINISTRATION REGULATIONS: The following terms and conditions are intended specifically to ensure compliance with all applicable Federal Transit Administration Regulations.

1. Charter Service Operations - Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

2. School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

3. Energy Conservation - Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. Clean Water -
   (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

   (2) Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

5. Restriction on Lobbying - Contractors who apply or Proposal for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." (Attached in Certifications/Forms) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

6. Access to Records - Because the City is a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to
provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City and FTA, as they may be amended or promulgated from time to time during the term of the Agreement. Contractor's failure to so comply shall constitute a material breach of the Agreement.

8. Warranty of the Work and Maintenance Bonds - Contractor warrants to City that all materials and equipment furnished under the Agreement will be of highest quality and new unless otherwise specified by City, free from faults and defects and in conformance with the Agreement. All work not so conforming to these standards shall be considered defective. If required by the Public Works Director, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

9. Clean Air - Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

10. No Obligation by the Federal Government –
(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the Agreement.

(2) Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

11. Program Fraud and False or Fraudulent Statements or Related Acts -
(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA

November 2015
assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the City of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

12. Suspension and Debarment - The Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. (Attached in Certifications and Forms)

13. Contracts Involving Federal Privacy Act Requirements - The following requirements apply to Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

14. Civil Rights - The following requirements apply to the underlying contract:


(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees
to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

15. Transit Employee Protective Provisions. (1) Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, Contractor agrees to carry out the transit operations work on the underlying Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C.A. 5333(b), and U.S. Department of Labor guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the Agreement involves transit operations
financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Agreement, Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

16. Disadvantaged Business Enterprises

a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.

b. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful Applicant/oferor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. Contractor is required to pay its subcontractors performing work related to the Agreement for satisfactory performance of that work no later than 30 days after Contractor’s receipt of payment for that work from the City.

e. Contractor must promptly notify City, whenever a DBE subcontractor performing work related to the Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.

17. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary

November 2015
herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

18. Drug and Alcohol Testing (Option 2)
Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Colorado, or the City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. Contractor agrees further to certify annually its compliance with Parts 653 and 654 before January 30 of every year and to submit the Management Information System (MIS) reports before March 1 of every year to the Mayor of the City. To certify compliance Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
EXHIBIT B

COST PROPOSAL TO BE INSERTED
APPENDIX B

COST PROPOSAL FORMAT

SECTION I
CURRENT SERVICE PROFILE: Based on 8,424 Total Service Hours/Year

Note: Modify Cost Categories to Reflect Your Organization Budget Accounts

<table>
<thead>
<tr>
<th>Sample Budget Accounts</th>
<th>Total Cost</th>
<th>Fixed Cost</th>
<th>Variable Cost</th>
<th>Total $/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driver Wages/Benefits</td>
<td>$210,771</td>
<td>$210,771</td>
<td>$</td>
<td>$25.02</td>
</tr>
<tr>
<td>Mgmt. Staff Wages/Benefits</td>
<td>$21,637</td>
<td>$21,637</td>
<td>$</td>
<td>$2.57</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uniforms</td>
<td>$408</td>
<td>$408</td>
<td>$</td>
<td>$0.05</td>
</tr>
<tr>
<td>Drug, Alcohol Testing</td>
<td>$1,017</td>
<td>$1,017</td>
<td>$</td>
<td>$0.12</td>
</tr>
<tr>
<td>DOT Physicals</td>
<td>$455</td>
<td>$455</td>
<td>$</td>
<td>$0.05</td>
</tr>
<tr>
<td>Telephone/Communications</td>
<td>$768</td>
<td>$768</td>
<td>$</td>
<td>$0.09</td>
</tr>
<tr>
<td>Office Supplies/Materials</td>
<td>$358</td>
<td>$358</td>
<td>$</td>
<td>$0.04</td>
</tr>
<tr>
<td>Training/Safety Expenses</td>
<td>$5,425</td>
<td>$5,425</td>
<td>$</td>
<td>$0.64</td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto and General</td>
<td>$10,180</td>
<td>-</td>
<td>$10,180</td>
<td>$1.21</td>
</tr>
<tr>
<td>Worker's Comp</td>
<td>$17,083</td>
<td>-</td>
<td>$17,083</td>
<td>$2.03</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>G &amp; A</td>
<td>$16,247</td>
<td>$8,124</td>
<td>$8,124</td>
<td>$1.93</td>
</tr>
<tr>
<td>Fee</td>
<td>$8,862</td>
<td>$4,431</td>
<td>$4,431</td>
<td>$1.05</td>
</tr>
<tr>
<td>Capital Depreciation</td>
<td>$1,008</td>
<td>$1,008</td>
<td>$</td>
<td>$0.12</td>
</tr>
<tr>
<td>Interest</td>
<td>$1,177</td>
<td>$1,177</td>
<td>$</td>
<td>$0.14</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$295,396</td>
<td>$44,808</td>
<td>$250,588</td>
<td>$35.07</td>
</tr>
<tr>
<td>Fixed Cost per Month</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Variable Cost Per Hour</td>
<td></td>
<td></td>
<td>$29.75</td>
<td></td>
</tr>
</tbody>
</table>

SECTION II

A. Additional Scheduled Service Hours that will be provided at the Variable Cost Per Hour in Section I without an increase in Monthly Fixed Cost.

1,000 Additional Service Hours will be provided annually at Fixed Cost rate of $29.75 Per Hour

B. Variable Cost Per Hour to provide non-scheduled special services for community events as requested.

$29.75 Cost Per Hour for Special Services

2 Minimum hours per event
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
McGriff, Saliba & Williams of Oregon
1800 SW First Avenue, Suite 400
Portland, OR 97201

CONTACT
NAME: Black Hawk
987 Miners Mesa

INSURED
MV Transportation, Inc. and subsidiaries
2024 College Street
Elk Horn, IA 51531

CERTIFICATE NUMBER: TSDS4694

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>PKT</th>
<th>LTR</th>
<th>ZIP</th>
<th>TYPE OF INSURANCE</th>
<th>NAME OF INSURER</th>
<th>DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>X</td>
<td>CO</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>ACE American Insurance Company</td>
<td>02/01/2015</td>
<td>$5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE LIMIT APPLIES PER:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>POLICY</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PROJECT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>LOC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>X</td>
<td>SA</td>
<td>AUTOMOBILE LIABILITY</td>
<td>Lindsay Public Works</td>
<td>02/01/2015</td>
<td>$5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ANY AUTO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ALL OWNED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AUTOS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SCHEDULED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AUTOS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>NON-OWNED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>X</td>
<td>WRI</td>
<td>WORKERS' COMPENSATION</td>
<td>ACE Fire Underwriters Insurance Company</td>
<td>02/01/2015</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

The City of Black Hawk, CO is named as an Additional Insured as respects the operations of the Named Insured with respects to General and Auto Liability coverage as required by written and signed contract subject to policy terms, conditions, limits and exclusions.

CERTIFICATE HOLDER
City of Black Hawk
Attn: Public Works Director
PO Box 88
987 Miners Mesa Road
Black Hawk, CO 80422

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Page 1 of 2 © 1988-2014 ACORD CORPORATION. All rights reserved.
**ADDITIONAL REMARKS SCHEDULE**

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>McGriff, Seibels &amp; Williams of Oregon</td>
<td>MV Transportation, Inc. and subsidiaries</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>CARRIER</th>
<th>NAIC CODE</th>
<th>ISSUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>01/27/2015</td>
</tr>
</tbody>
</table>

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 2008 FORM TITLE: The ACORD name and logo are registered marks of ACORD

Auto Physical Damage

Insurance Company: Ace American Insurance Company
Policy #: ISA H08852911
Policy Period: 2/1/15 - 2/1/16
Limit: $1,000,000

© 2008 ACORD CORPORATION. All rights reserved.
RESOLUTION 77-2015
A RESOLUTION TO ENCOURAGE THE INCREASE OF THE CITY’S MARKET SHARE THROUGH A CONTRIBUTION IN AN AMOUNT EQUAL TO A TEMPORARY REBATE OF CERTAIN DEVICE TAXES
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 77-2015  

TITLE: A RESOLUTION TO ENCOURAGE THE INCREASE OF THE CITY’S MARKET SHARE THROUGH A CONTRIBUTION IN AN AMOUNT EQUAL TO A TEMPORARY REBATE OF CERTAIN DEVICE TAXES  

WHEREAS, the City of Black Hawk (the “City”) supported the adoption of limited stakes gaming as well as the enhancement of limited gaming in the City of Black Hawk;  

WHEREAS, the City believes the local purpose of limited stakes gaming is not only to restore and preserve the City, it is also the stimulus that revives economic vitality, promotes other amenities and creates jobs;  

WHEREAS, the statewide purpose of limited stakes gaming is to provide a clean and stable industry that stimulates the economy; attracts tourists to the State of Colorado; creates significant statewide employment opportunities; and generates a source of funds that will be used not only to off-set any state and local challenges created by limited stakes gaming, but restore historic structures throughout the State of Colorado and still provide a source of unencumbered funds for the state treasury;  

WHEREAS, in 1990, upon the adoption of limited gaming in Colorado, the City strategically and methodically established its occupational tax on gaming devices (gaming device tax) at Eight Hundred Dollars ($800) per gaming device which was considerably lower than the other two host gaming cities in Colorado by hundreds of dollars;  

WHEREAS, the City in 1994 reduced its gaming device tax from $800 to $750 in order to demonstrate that the City as a gaming market was reasonable and responsible in its approach to taxation, as well as to encourage the development of gaming within the City;  

WHEREAS, the City in the years 2002 through 2006 rebated the gaming device taxes on the first fifty (50) gaming devices to each gaming establishment in order to promote the City’s desire to work with the gaming industry and help ensure the industry’s financial success and in so doing the City’s as well;  

WHEREAS, the City has been and desires to continue to be the dominant gaming destination for the State of Colorado and will competitively act to capture additional market share within the gaming industry;  

WHEREAS, the City strongly believes in the fundamental principles of what has made Black Hawk the premier gaming market in Colorado, primarily competition in the market and low taxes;
WHEREAS, the City believes the best way to provide the programs and services that are essential to the residents, businesses and visitors of the City are through these fundamental principles;

WHEREAS, capturing a sustained increase of the market share of the gaming industry in Colorado will also increase the City’s sales tax revenue including the sales tax, known as the Educational Enhancement Tax, generated for the benefit of the students of the Gilpin RE-1 School District;

WHEREAS, the City has encouraged the diversification of its local economy to include service-related amenities such as hotels, entertainment, retail, and other associated services, that not only support but will complement the gaming industry;

WHEREAS, the City desires to further achieve the long term goals of diversification and long term success and viability of the Black Hawk market;

WHEREAS, the City desires to continue to be a strong revenue source for the State of Colorado and believes the best way to provide more revenue in the State’s budget is through these efforts;

WHEREAS, as a demonstration of its continuing support and appreciation of the gaming industry and in an effort to continue to encourage diversification and growth of the City’s local economy, the City desires to provide a mechanism to encourage further growth of the local gaming industry; and

WHEREAS, the City believes that capturing a sustained increase of the market share of the gaming industry in Colorado, so long as the increase in the market share is of a growing market, is an accurate measurement of the growth and diversification of the City’s economy and the success of the gaming industry.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The Mayor and Board of Aldermen hereby resolve to contribute to the Black Hawk Business Improvement District (the “BID”) an amount equal to a temporary rebate of Twenty-Five Dollars ($25.00) for each device (Machine or Table) in the City if the City achieves a sustained seventy-six percent (76%) market share in any State fiscal year based on the statewide Adjusted Gross Proceeds (“AGP”) as follows:

A. Such a sustained seventy-six percent (76%) market share shall be based on achieving such a sustained market share for any three (3) consecutive months in any given State fiscal year; and

B. Such sustained seventy-six percent (76%) market share must be achieved in such a manner so as to be revenue positive to the City after payment of the City’s contribution, which shall require that the sustained market share result in a net
increase in the City’s combined distribution from the Limited Gaming Fund and the Extended Gaming Fund after the payment contemplated herein; and

C. Such payment shall be paid in a lump sum to the BID on or before January 10 of the subsequent calendar year following the completion of the fiscal year in which such market share is achieved.

Section 2. The Mayor and Board of Aldermen hereby further resolve to contribute to the BID an additional amount equal to a temporary rebate of Twenty-Five Dollars ($25.00) for each device (Machine or Table) in the City if the City achieves a sustained seventy-eight percent (78%) market share in any State fiscal year under the same terms and conditions as set forth in Section 1 above regarding the contribution for a sustained seventy-six percent (76%) market share.

Section 3. In order to be eligible for the rebates set forth herein, such market share shall also include actual growth in the City’s revenue as defined in Section 1.B., as opposed to an increased market share of a smaller total statewide gaming revenue stream.

Section 4. The calculation of the amount payable as a lump sum to the BID shall be based on the number of devices as determined by the City for the third and last month of the achievement of the three consecutive months of such target sustained market share.

RESOLVED AND PASSED this 9th day of December, 2015.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Device Tax Rebate to Encourage an Increase in the City’s Market Share.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE: Resolution 77-2015, A Resolution to Encourage the Increase of the City’s Market Share Through a Contribution in an Amount Equal to a Temporary Rebate of Certain Device Taxes.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City and the BID have entered into an agreement to jointly promote Black Hawk. The Device Tax Rebate would provide a portion of the funding needed to promote the City.

AGENDA DATE: December 9, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Resolution

RECORD: [ ] Yes [X] No

CITY ATTORNEY REVIEW: [X] Yes [ ] N/A

SUBMITTED BY: REVIEWED BY:

Lance Hillis, Finance Director Jack D. Lewis, City Manager
RESOLUTION 78-2015
A RESOLUTION
APPROVING THE FOURTH
ADDENDUM TO
PERSONAL SERVICES
AGREEMENT WITH 5280
STRATEGIES, LLC.
TITLE: A RESOLUTION APPROVING THE FOURTH ADDENDUM TO PERSONAL SERVICES AGREEMENT WITH 5280 STRATEGIES, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby approves the Fourth Addendum to Personal Services Agreement between the City and 5280 Strategies, LLC, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 9th day of December, 2015.

_______________________________
David D. Spellman, Mayor

ATTEST:

_______________________________
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Renewal of Lobbyist Contract

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Resolution 78-2015, A Resolution Approving the Fourth Addendum to Personal Services Agreement with 5280 Strategies, LLC.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

5280 Strategies, LLC has been the City’s Lobbyist since 2010.

AGENDA DATE: December 9, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

DOCUMENTS ATTACHED: Updated 5280 Personal Service Agreement

RECORD: [ ]Yes [ X ]No

CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A

SUBMITTED BY: REVIEWED BY:

__________________________ __________________________________
Melissa Greiner, City Clerk/Administrative Services Director Jack D. Lewis, City Manager
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Black Hawk, hereinafter referred to as "City" and [contractor's name], whose address is [address], hereinafter referred to as "Contractor" as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR. Contractor shall perform the following: instruction and/or services during the days and times, and at the location, as more particularly described in Attachment "A", which is attached hereto and incorporated herein and made a part hereof by this reference.

2. TERM. The term of this Agreement shall commence on the 1st day of January 2010 and shall terminate on the 31st day of December 2010 unless earlier terminated pursuant to Section 9 herein.

3. COMPENSATION. In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment "A".

4. METHOD OF PAYMENT. The compensation provided in Section 3 shall be paid by the City to Contractor upon filing of an invoice specifying the services provided.

5. EQUIPMENT, MATERIALS AND SUPPLIES. Unless otherwise agreed by the City, Contractor shall acquire, provide, maintain and repair at Contractor's sole cost and expense such equipment, materials, supplies, etc., as necessary for the proper conduct of the aforesaid instruction and/or services.

6. COMPLIANCE WITH APPLICABLE LAWS.

A. In the conduct of the services contemplated hereunder, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the City or its designated representatives.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
9. **TERMINATION.** The City shall have the right to terminate this Agreement upon thirty (30) days' notice, if Contractor fails to comply with the terms and conditions set forth in this Agreement.

10. **ASSIGNMENT.** Contractor shall not assign or otherwise transfer this Agreement or any rights or obligations therein, without first receiving prior written consent of the City.

11. **INSURANCE.** Contractor shall obtain and maintain during the life of this Agreement, and shall cause any subcontractor to obtain and maintain during the life of this Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

   A. Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

   B. Commercial general liability insurance with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

   C. The policy required by paragraph B., above, shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

   D. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

   City of Black Hawk  
P.O. Box 69  
Black Hawk, Colorado 80422  
Attn:

Revised 02/19/08
b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

   i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

   ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor 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 who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

7. INDEPENDENT CONTRACTOR. Contractor agrees that he/she is an independent contractor and that accordingly neither he/she nor his employees are covered by the City's workers' compensation policy, or any other worker's compensation policy.

8. HOLD HARMLESS. Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all loss, damage, injuries, claims, or causes of action, or any liability of any kind whatsoever resulting from, arising out of or in connection with the instruction and/or services provided by Contractor pursuant to this agreement.

Revised 02/19/08
E. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty, thousand dollars ($150,000) per person and six hundred thousand dollars ($600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

12. CONTRACT INTERPRETATION

A. No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

B. This is a completely integrated Agreement and contains the entire Agreement of the parties, and any prior written or oral agreement which are different from the terms, conditions and provisions of this Agreement shall be of no effect and shall not be binding upon either party.

C. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided that neither party may assign its rights hereunder without the previous written consent of the other party which shall not be unreasonably withheld.

D. Notice required or permitted to be given hereunder (including any notice of change of address) shall be considered delivered when hand-delivered or when mailed, by United States mail, first-class postage paid, as follows:

City

Contractor

All notices so given shall be considered effective when delivered by hand-delivery, or in writing, as stated above.

E. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute a single agreement.

F. This Agreement is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

ATTEST:

David D. Spellman, Mayor

Jeanie Magno, City Clerk

Revised 02/19/08
STATE OF COLORADO
COUNTY OF ________________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ______ day of ________________________, 2009, by ____________________.

My commission expires: ________________________

(SE A L)

Notary Public

Revised 02/19/08
FIRST ADDENDUM TO PERSONAL SERVICES AGREEMENT

THIS FIRST ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “First Addendum”) is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and whose address is 301 S. Broadway #300, under whose name is...
MEMORANDUM

TO: City of Black Hawk

FROM: 5280 Strategies
        Headwaters Strategies

SUBJECT: 2011 Expense Projections

DATE: November 9, 2010

Below is an itemization of expenses for 2010 and projected expenses for 2011. We would like to add an additional tour in 2010 during the first week of December. Let us know if we can provide additional information.

2010 Expenses to Date:

1/10 – $130.75 (Gaming Association Lunch)
6/10 - $550.00 (CML Dinner Sponsorship)
7/10 - $25,000 (External Research)
8/10 – $455.00 (Transportation)
         $254.44 (Lunch)
9/10 – $455.00 (Transportation)
         $310.45 (Lunch)

Total $27,155.64

2011 Expenses (Estimated)

$200.00 - Gaming Association Events/Meetings
$500.00 - CML Dinner
$1,500.00 – Tours
Total $ 2,200.00
SECOND ADDENDUM TO PERSONAL SERVICES AGREEMENT

THIS SECOND ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “Second Addendum”) is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and 5280 Strategies, LLC., whose address is 303 S. Broadway #200-321 Denver, CO 80209 hereinafter referred to as “Contractor” as follows:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated December, 2009 (the “Original Agreement”); and

WHEREAS, the City and the Contractor desire to extend the Original Agreement for an additional year, for the Compensation set forth below.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall continue to provide to the City the Personal Services to the extent provided herein.

1. TERM. The term of this Second Addendum shall commence on the 11th day of September 2013, and shall terminate on the 31st day of December, 2014 unless earlier terminated pursuant to Section 9 of the Original Agreement.

2. COMPENSATION. In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment “A”.

3. INSURANCE. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

4. Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Second Addendum as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

[Signature]
David D. Spellman, Mayor

ATTEST:

[Signature]
Jeanne Magno, City

Revised 09/03/13
STATE OF COLORADO

COUNTY OF Denver ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 19th day of September, 2013, by Michael Beasley.

My commission expires: 5-4-2014

(SEAL)

CLIFF COX
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 05/04/2014

Revised 09/03/13
THIRD ADDENDUM TO PERSONAL SERVICES AGREEMENT

THIS THIRD ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “Third Addendum”) is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and 5280 Strategies, LLC., whose address is 303 S, Broadway #200-321, Denver, CO 80209, hereinafter referred to as “Contractor” as follows:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated January 1, 2010 (the “Original Agreement”); and

WHEREAS, the City and the Contractor desire to extend the Original Agreement for an additional year, for the Compensation set forth below.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall continue to provide to the City the Personal Services to the extent provided herein.

1. TERM. The term of this Third Addendum shall commence on the 1st day of January 2015, and shall terminate on the 31st day of December, 2015 unless earlier terminated pursuant to Section 9 of the Original Agreement.

2. COMPENSATION. In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment “A”.

3. Except as modified herein and in subsequent addendums, the Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Third Addendum as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

ATTEST:

David D. Spellman / Mayor

Melissa A. Greiner, City Clerk
CONTRACTOR

By:  

STATE OF COLORADO

COUNTY OF Denver

The foregoing instrument was subscribed, sworn to, and acknowledged of Feb 2015, by Michael Lowell Blessey

My commission expires: 

FRANCISCO J. ARTICA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124057267
XPR
January 1, 2015

City of Black Hawk
David D. Spellman, Mayor
P.O. Box 68
Black Hawk, Colorado 80422

Dear Mr. Mayor,

Please consider this correspondence as Attachment A to the Third Addendum to our Personal Service Contract beginning January 1, 2015 through December 31, 2015.

5280 Strategies, LLC fee will be $7,500 per month and annual expenses not to exceed $5,000 without prior approval by city leadership.

It is our honor to represent the City of Black Hawk.

Sincerely,

Michael L. Beasley
5280 Strategies, LLC.

303 S. Broadway, Suite 200-231  Denver, CO 80209  303-916-0579
FOURTH ADDENDUM TO PERSONAL SERVICES AGREEMENT

THIS FOURTH ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “Fourth Addendum”) is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and 5280 Strategies, LLC whose address is 303 S. Broadway, #200-321, Denver, CO 80209 hereinafter referred to as “Contractor” as follows:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated January 1, 2010 (the “Original Agreement”), and have subsequently entered into addenda thereto; and

WHEREAS, the City and the Contractor desire to extend the Original Agreement for an additional year, for the Compensation set forth below.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall continue to provide to the City the Personal Services to the extent provided herein.

1. TERM. The term of this Fourth Addendum shall commence on the 1st day of January 2016, and shall terminate on the 31st day of December, 2016 unless earlier terminated pursuant to Section 9 of the Original Agreement.

2. COMPENSATION. In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment “A”.

3. Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Fourth Addendum as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk
CONTRACTOR

By:

STATE OF COLORADO

COUNTY OF Denver

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 26th day of October, 2015, by Michael Lowell Geasley.

My commission expires: 8-31-16

(SEAL)

Notary Public
October 25, 2015

City of Black Hawk
The Honorable David D. Spellman
P.O. Box 68
Black Hawk, Colorado 80422

Dear Mr. Mayor,

Please consider this Correspondence as Attachment A to the Fourth Addendum to our Personal Services Agreement beginning January 1, 2016 through December 31, 2016. Our fee for services will be $7,500 per month and annual expenses not to exceed $5,000 without prior approval by city leadership.

It is an honor to represent the City of Black Hawk.

Sincerely,

Michael L. Beasley
5280 Strategies, LLC.
SFPP No:0087449020

Forms and Endorsements
Personal Liability Umbrella
Uninsured/Underinsured Cov
Fuel Oil Exclusion
Civil Union Endorsement

<table>
<thead>
<tr>
<th>Coverage</th>
<th>FP-7950.2</th>
<th>FE-5881.1</th>
<th>FE-5837</th>
<th>FE-8790</th>
</tr>
</thead>
</table>

Annual Premium
Coverage L: 377.00
Coverage U: 261.00

$638.00

*Notify your agent immediately if the above listed Coverages and/or Underlying Exposures are incorrect. Your Coverages and/or bill can be affected if this information is not correct.

Required Underlying Insurance on reverse side

Thanks for letting us serve you...

Agent RYAN HUME CLU, CHFC
Telephone (303) 840-2090

Moving? See your State Farm agent.
See reverse for important information.
Prepared JUN 23 2015

372 of 813
CONTINUED FROM FRONT

Required Underlying Insurance
(Terms in Bold in this section are defined in the policy)

Minimum Underlying Limits

<table>
<thead>
<tr>
<th>Type of Policy</th>
<th>Combined Limits (Bodily Injury and Property Damage)</th>
<th>Split Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Automobile Liability</strong></td>
<td><strong>$500,000</strong></td>
<td><strong>$250,000</strong> Per Person</td>
</tr>
<tr>
<td>Uninsured and Underinsured Motor Vehicle Coverage</td>
<td></td>
<td><strong>$500,000</strong> Per Accident</td>
</tr>
<tr>
<td><strong>Recreational Motor Vehicle Liability</strong></td>
<td><strong>$500,000</strong></td>
<td><strong>$250,000</strong> Per Person</td>
</tr>
<tr>
<td>Including Passenger Bodily Injury</td>
<td></td>
<td><strong>$500,000</strong> Per Accident</td>
</tr>
<tr>
<td><strong>Personal Residential Liability</strong></td>
<td><strong>$100,000</strong></td>
<td><strong>$100,000</strong> Per Accident</td>
</tr>
<tr>
<td><strong>Watercraft Liability</strong></td>
<td><strong>$100,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION 79-2015
A RESOLUTION
ADOPTING THE CITY OF BLACK HAWK EMERGENCY OPERATIONS PLAN AND APPENDIXES C (PUBLIC NOTIFICATION AND WARNING), D (SHELTER IN PLACE AND EVACUATION) AND E (RESOURCE MOBILIZATION)
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 79-2015  

TITLE: A RESOLUTION ADOPTING THE CITY OF BLACK HAWK EMERGENCY OPERATIONS PLAN AND APPENDIXES C (PUBLIC NOTIFICATION AND WARNING), D (SHELTER IN PLACE AND EVACUATION) AND E (RESOURCE MOBILIZATION)  

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

Section 1. The City Council hereby adopts the City of Black Hawk Emergency Operations Plan and Appendixes C (Public Notification and Warning), D (Shelter in Place and Evacuation) and E (Resource Mobilization), attached hereto as Exhibit A.  

RESOLVED AND PASSED this 9th day of December, 2015.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

______________________________  
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: A resolution adopting the City of Black Hawk Emergency Operations Plan and Appendixes C (Public Notification and Warning), D (Shelter in Place and Evacuation) and E (Resource Mobilization).

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE (or deny, etc.) Resolution 2015-79, a Resolution adopting the City of Black Hawk Emergency Operations Plan and Appendixes C, D and E.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The current Emergency Operations Plan is dated May 1998 has not had an update since. As the role of Emergency Manager and in accordance with the Emergency Management Program Grant (EMPG) the EOP has been on the initial task list to complete in 2015. This provides a base document of guidance for staff to follow in the event of a local emergency or disaster. Appendix C (Public Notification and Warning), Appendix D (Shelter in Place and Evacuation) and Appendix E (Resource Mobilization) offer more specific guidance to staff. Appendix A (Emergency and Disaster Declaration) and Appendix B (EOC Activation) will be developed in 2016 in preparation for the new Emergency Operations Center.

AGENDA DATE: December 9, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes [   ]No

STAFF PERSON RESPONSIBLE: Don Taylor, Fire Chief/Emergency Manager

DOCUMENTS ATTACHED: Yes

RECORD: [   ]Yes [X]No

CITY ATTORNEY REVIEW: [X]Yes [   ]N/A

SUBMITTED BY: Don Taylor, Fire Chief/Emergency Manager

REVIEWED BY: Jack D. Lewis, City Manager
City of Black Hawk, Colorado

Emergency Operations Plan

Base Plan

Adopted:
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution</td>
<td>3</td>
</tr>
<tr>
<td>Record of Changes</td>
<td>4</td>
</tr>
<tr>
<td>Introduction</td>
<td>5</td>
</tr>
<tr>
<td>Purpose</td>
<td>7</td>
</tr>
<tr>
<td>Scope</td>
<td>8</td>
</tr>
<tr>
<td>Situation Overview</td>
<td>9</td>
</tr>
<tr>
<td>Planning Assumptions</td>
<td>12</td>
</tr>
<tr>
<td>Policies</td>
<td>15</td>
</tr>
<tr>
<td>Concept of Organization</td>
<td>16</td>
</tr>
<tr>
<td>Concept of Operations</td>
<td>18</td>
</tr>
<tr>
<td>Emergency Operations Center Activation and Organization</td>
<td>20</td>
</tr>
<tr>
<td>Organization and Assignment of Responsibilities</td>
<td>21</td>
</tr>
<tr>
<td>Emergency Support Function Summary</td>
<td>29</td>
</tr>
<tr>
<td>Administration, Finance, Logistics, and Mutual-Aid.</td>
<td>33</td>
</tr>
<tr>
<td>Plan Development and Maintenance</td>
<td>36</td>
</tr>
<tr>
<td>Authorities and References</td>
<td>37</td>
</tr>
<tr>
<td>Appendix A: Special Definitions</td>
<td>39</td>
</tr>
<tr>
<td>Appendix B: Phases of Emergency Management</td>
<td>45</td>
</tr>
<tr>
<td>Appendix C: Plan Priorities</td>
<td>48</td>
</tr>
</tbody>
</table>
Resolution
RECORD OF CHANGES

All changes are to be annotated on the master copy of the BH-EOP. Should the change be significant in nature, update shall be made to with the applicable plan holders. If not, changes will be reviewed and incorporated into BH-EOP at a scheduled update.

<table>
<thead>
<tr>
<th>Date Posted</th>
<th>Change</th>
<th>Page/paragraph/subject header</th>
<th>Recommending individual</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Introduction

The Black Hawk Emergency Operations Plan, hereafter referred to as the BH-EOP has been developed in accordance with the requirements for local emergency planning established under the State of Colorado Disaster Emergency Act (as of October 18, 2013) C.R.S. 24-33.5-701, the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG 101), the National Response Framework (NRF) and the National Incident Management System (NIMS). It strives to meet the requirements of other State and Federal guidelines for local emergency management plans and programs. The BH-EOP establishes the structure for a coordinated response to various types of natural, technological, manmade emergencies and disasters, and terrorist attacks.

The BH-EOP strives to recognize and respect the statutory authority of the City of Black Hawk Government and Elected Offices as identified in CRS 24-33.5-701. The BH-EOP is written from the perspective that all emergencies and disasters begin and end at the Local Government level.

The BH-EOP provides a basis for the coordinated planning and management of types of emergencies and disaster events most likely to occur in the City of Black Hawk and those emergencies and disaster events of "citywide interest". All Elected Officials, City Departments and City staff tasked in this plan are responsible for developing and maintaining the standard operating procedures and training necessary for implementing the assigned duties and functions of the BH-EOP.

Elected Offices and individual City Departmental plans or annexes are to be attachments of this document as they are developed. The BH-EOP is not intended to replace Office or Department standard operating Guidelines or Procedures (SOP or SOG).

The BH-EOP will maintain its value by requiring all emergency planning directed by outside agencies and departments to be coordinated with the Emergency Manager.

The BH-EOP is intended to be used when a situation requires multiple Offices or Departments to be involved in coordination and integration with outside agencies and entities, an emergency or disaster declaration, or when an incident escalates beyond the capabilities of the City of Black Hawk and it is necessary to seek County, State and/or Federal Assistance.

The Board of Aldermen recognizes that emergencies and disasters may be positively influenced by the pre-established authority delegated to the Emergency Manager and to act immediately under the concepts and authorizations of the BH-EOP. The Board of Aldermen authorizes the Emergency Manager to act in the pre-disaster declaration time frame until such official declaration can be made by the Board of Aldermen or the City Manager if the Board of Alderman has delegated this authority. The emergency authority of the Emergency Manager consists of ordering and mobilizing resources, requesting mutual-aid, and spending authorities to respond to an emergency or disaster. The Emergency Manager will, as soon as practical make full notification to the City Manager and Board of Aldermen of such actions taken during the pre-disaster declaration period.

The BH-EOP does not address emergency planning and management of local businesses or Special Districts. These businesses and governmental entities are responsible for the
development and maintaining of their emergency operations plans (EOP) and annex documents, standard operating procedures and training necessary for implementing assigned duties and functions of their individual EOP. It is the responsibility of the City of Black Hawk Emergency Manager, or his designee, to coordinate and integrate planning of the BH-EOP with the Special Authorities and other Non-Governmental Entities and Agencies.

The Emergency Manager is responsible for annual updates and revisions to this document. The Emergency Manager will develop training and exercise programs to familiarize City Offices, Departments, personnel, emergency responders, other governments and special districts, volunteer organizations, and appropriate non-governmental organizations with the provisions of the BH-EOP. The Emergency Manager is responsible for supporting the incident command and other systems utilized in the dissemination of emergency planning and response information to the citizens of Black Hawk.
Purpose

The purpose of the BH-EOP is to:

A. Identify the roles, responsibilities and actions required of city departments and offices in preparing for and responding to major emergencies and disasters;

B. Establish the governing plan for all emergency plans within the City of Black Hawk Government

C. Establish the framework for all plans developed and used by Offices and Departments, Special Authorities.

D. Ensure a coordinated response by local, state and federal governments by the use of the NIMS in managing emergencies or disasters; to save lives, prevent injuries, protect property and the environment, and to return the affected area to a state of normalcy as quickly as possible;

E. Provide a framework for coordinating, integrating, and administering the emergency operations plans and related programs of local, state, and federal governments:

F. Provide for the integration and coordination of volunteer agencies and private organizations involved in emergency response and relief efforts
Scope

The Black Hawk Emergency Operations Plan is an all-discipline, all-hazard plan that establishes a single, comprehensive framework for the management of domestic, all-hazard incidents. It provides the structure and mechanisms for the coordination of local support as well as coordination with county, state and federal agencies. The Black Hawk Emergency Operations Plan is important in the mission of reducing the vulnerability to all natural and manmade hazards; minimizing the damage, and assisting in the recovery from any type of incident that occurs.

The BH-EOP recognizes and respects the legal jurisdiction and service plan boundaries of Special Districts. BH-EOP does not specifically address the emergency planning process or actions necessary and/or required by these Special Districts.

**Base Plan:** Describes the structure and processes comprising a citywide approach to incident management and is designed to integrate the efforts and resources of local government, private-sector, and non-governmental organizations. The Base Plan includes planning assumptions, roles and responsibilities, policies, initial actions, and plan maintenance instructions

**Emergency Support Function (ESF)/Task Annexes:** Details the missions, policies, structures, and responsibilities of local agencies for coordinating resource and programmatic support to local agencies or other jurisdictions and entities during incidents

The BH-EOP does not specifically address recovery task force concepts, long-term recovery, reconstruction and redevelopment which would likely be associated with any major disaster. The BH-EOP will strive to provide a structure throughout the phases of response which may include as examples: full incident stabilization, property protection, emergency protective actions, short term housing, debris removal, donations management, and volunteer coordination. The long-term recovery and recovery task force concepts will be developed in a separate planning document.
Situation Overview

Relative Probability of Impact -

The City of Black Hawk is situated in the high mountain environment of a water shed basin. The geography, wild land-urban interface and potential isolation of the City create susceptibility to the impacts from wildfires, winter storms and hazardous materials situations. In addition the City of Black Hawk has a huge transient population visiting its establishments which are open to the public 24/7. There is a significant potential of a domestic terrorism event due to the potential state and national exposure and fiscal impact on the state economy. The gaming establishments in the City historically bring in greater than 85% of the State’s $1 Billion of gaming funds.

The City of Black Hawk is a small community of permanent residents (<100) which houses multiple gaming establishments, hotels and associated smaller businesses. The City experiences high volume surge populations due to the gaming establishments which may vary from 20,000 to 80,000+ on any given day of the week. The result is high concentrations of people in casino facilities which pose a significant potential for a mass casualty incident that, depending on the extent of injury and fatalities, would exceed the capabilities and capacity of the City of Black Hawk public safety agencies, its mutual aid partners and the Gilpin County Coroner’s Office.

Parking is limited so many of the visitors travel via bus to visit the community. Transportation surveys have shown approximately 100 busses a day bring visitors to the community and return them on a scheduled basis. This provides a significant issue in regards to the potential for a motor vehicle collision involving multiple patients and significant delays in evacuation capabilities.

Geography -

The City of Black Hawk encompasses an area of 2 square miles with an expanded growth area of approximately 10 square miles. It borders the gaming community of City of Central and Gilpin County whose topography includes broad mountain valleys flanked by high peaks including those along the Continental Divide and two drainage basins; South Boulder Creek and North Clear Creek. The City contains approximately 1 mile of Clear Creek which subjects it to flooding and potential blockage of two out of three transportation avenues if flooding should occur.

The City transportation infrastructure includes one State maintained roadway (Highway 119) and multiple narrow City of Black Hawk maintained streets. The City has only three routes of egress of which all are a maximum of two lanes. Those are Highway 119 to the north and south and Gregory Street which leads into the City of Central.

City of Black Hawk critical infrastructure based upon location has a low vulnerability to the prioritized hazards identified using the Colorado Risk Analysis assessment in 2008. The City of Black Hawk maintains its own city government infrastructure including administrative buildings, police department, fire station, public works and other city facilities some of which may have higher vulnerabilities based on their location.
Demographics -

Census data shows the total estimated population of the City of Black Hawk as below 100 permanent residents. There are no known solid numbers for visitors to the casinos; however, estimates show between 20,000 and 80,000 people on any given day visit the City.

Special Needs and Vulnerable Populations -

The City of Black Hawk has no skilled nursing facility or medical care facility. In fact there are neither of these in the City of Central or Gilpin County. Of the resident population there is a limited special or vulnerable needs population, however the visitors to City routinely involves a large number of geriatric and special needs individuals.

Hazard Analysis Summary -

The City of Black Hawk is threatened by natural hazards such as wildfire, severe weather and hazardous materials incidents. In addition the gaming industry provides a soft target for domestic terrorism with either an active shooter incident or chemical release. The City of Black Hawk Pre-Disaster Mitigation Plan contains detailed information about each of these hazards. The following are highlights of the hazards common to the City:

Wildfires: The Pre-Disaster Mitigation Plan identifies wildfire as one identified hazards most likely to affect the City. With the exception of the immediate border with the City of Central, the City of Black Hawk is surrounded with Wildland Urban Interface (WUI) area. Over 50% of the land in Gilpin County is either State or Federal managed land and much of this has been affected by the infestation of the Mountain Pine Beetle in the lodge pole pine and a large portion of the trees in the forest are dead or dying. The WUI hazard is twofold for the City of Black Hawk first in the WUI threat and secondly in the impact on those coming to the community.

An incident in the City or closely adjoining area can lead to both traffic isolation and also medical impact on the visitors as the City sits in a low lying area surrounded by mountains. Natural dispersion of a plume may be slow due to the canyon structure and reduced winds.

Landslide: The City of Black Hawk is rated a “low” risk to rock and landslides by the State of Colorado, however the primary transportation corridors quite frequently are blocked or partially blocked by rock slides.

Disease Outbreak: Despite a small permanent population, the City of Black Hawk is susceptible to disease outbreaks due to the transient population of the community. Multiple nationalities visit the community on a daily basis for short periods of time. Due to close proximity of the visitors in the gaming area disease transmission is potentially easier. In addition, due to the transient nature of the visitors, disease tracking will be a significant challenge. The City and Gilpin County healthcare systems are built to support a small population and don’t have the depth of staff and services like several of the larger counties and cities in Colorado. The large number of visitors, high susceptibility to disease outbreaks and limited healthcare capacity makes the City extremely vulnerable to the impacts of an outbreak or bioterrorism event. An outbreak or
A bioterrorism event may immediately overwhelm the healthcare facilities and Emergency Medical Services in the City and Gilpin County.

**Other Hazards**

Dam failure is a technological threat which could potentially impact the City of Black Hawk. Chase Gulch Reservoir has a "high risk" classification as filed with the State. Chase Gulch on average holds 200 million gallons of water and is 2 miles upstream of the City of Black Hawk. A "catastrophic failure" could/would result in the loss of life.

Terrorism: The City of Black Hawk is at low to moderate at risk for terrorism from domestic sources and at low risk for terrorism from international sources. The threat of domestic terrorism is divided into these categories: disputed land use policies of the Federal Government, the high visibility and profile casino, resort and lodging properties, and the identified critical infrastructure. Hazard and vulnerability information regarding these categories is confidential and maintained by the City of Black Hawk Police Department. The Emergency Manager and the Police Chief receive terrorism alert bulletins and provides incident information to the Colorado Information and Analysis Center (CIAC).

**Dependence on other jurisdictions for critical resources**

The City of Black Hawk has a standing capability to respond to most initial and some extended emergency events. These resources could quickly become depleted and outside assistance would be requested. The following table identifies the primary capability within Black Hawk and our dependency upon outside assistance.

<table>
<thead>
<tr>
<th>Hazard</th>
<th>Existing Capability</th>
<th>Dependency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wildfire</td>
<td>Incident Command, Firefighting, Evacuation, Sheltering</td>
<td>County/Regional/Federal mutual aid, American Red Cross for shelter</td>
</tr>
<tr>
<td>Weather / Power Failure</td>
<td>Incident Command, Evacuation, Sheltering</td>
<td>American Red Cross for shelter, Public Works Departments, Utility Companies</td>
</tr>
<tr>
<td>Flooding / Dam Failure</td>
<td>Incident Command, Mass Casualty Incident, Evacuation, Sheltering</td>
<td>County/Regional/Federal mutual aid, American Red Cross for shelter</td>
</tr>
<tr>
<td>Hazardous Materials</td>
<td>Incident Command, Hazmat Response, Evacuation</td>
<td>Colorado State Patrol, Regional mutual-aid, Federal agencies,</td>
</tr>
<tr>
<td>Emerging Human Illness</td>
<td>Incident Command</td>
<td>Regional, Mutual, State Department of Health, and other Federal Agencies for Mass Care, Mass Prophylaxis, Epidemiological Surveillance</td>
</tr>
<tr>
<td>Terrorism – Armed individuals or IED</td>
<td>Incident Command, SWAT</td>
<td>Jefferson County Bomb Squad, County/ Regional mutual aid, Federal agencies</td>
</tr>
</tbody>
</table>
Planning Assumptions

Government at all levels must continue to function under all threats, emergency and disaster conditions. Continuity of government/continuity of operations plans should be developed consistent with the BH-EOP and in accordance with the State of Colorado Emergency Operation Plans and the National Response Framework.

The City of Black Hawk, as a separate municipal government and a home rule city, will perform under its scope of authority and responsibility and will make declarations of emergency and disaster. In accordance with State statute, C.R.S. 24-33.5-709, the City of Black Hawk shall forward all emergency and disaster declarations to the State of Colorado Division of Emergency Management.

The City of Black Hawk has no fiscal responsibility to any Special District or Nongovernmental Organizations (NGO) after declaration of a local emergency or a disaster declaration.

Special Districts, and Nongovernmental Organizations maintain and update their jurisdictional or response area emergency operations and continuity plans on an ongoing basis and especially during time of an emergency or disaster response. These entities are expected to coordinate their planning, response, and continuity efforts with the City of Black Hawk Office of Emergency Management.

Incidents begin at the local government level and will remain the responsibility of the local government through the recovery phase. After mutual aid resources, if available, are exhausted the City of Black Hawk generally should not plan on the arrival of significant State resources ordered for 12 to 24 hours after the incident. Federal resources may not arrive until 48-72 hours after the incident. Certain mutual-aid requests from State and Federal Agencies may be provided directly from local offices and may be available in a timelier manner. These resources should be utilized by the incident commander when practical with the understanding there may be fiscal responsibilities of the locality associated with these resources.

Federal authorities may have certain jurisdictional responsibilities which will need to be integrated into the local management structure.

An emergency or disaster can occur at any time and any location. It may create a significant degree of human suffering and loss of life, property damage and economic hardship to individuals, government, the environment and the business community.

Collaborating and sharing information across multiple levels of government, the response community and the private sector is essential for the successful stabilization and common operating picture of any emergency or disaster.

The public expects government to keep them informed and to provide guidance and assistance upon detection of a threat and in the event of an actual emergency or disaster.

The premise of the National Response Framework, the State Emergency Operations Plan (EOP) and the BH-EOP is that all levels of government share responsibility for working together in preventing, preparing for, responding to and recovering from the effects of an emergency or disaster event.
Identified City Offices and Departments have clearly understood responsibilities and roles during an emergency or disaster event. Certain City Departments have coordination responsibility and authority and cannot necessarily staff an emergency or disaster function without additional staff assistance. Depending upon the magnitude and catastrophic nature of the emergency and disaster there is a potential that any and all City Offices and Departments could be mission tasked to respond and perform certain functions during an emergency or disaster event. The transition to emergency assignments would be under the direction of the City Manager and Emergency Management Office.

The possibility of terrorism and the use of weapons of mass destruction and biological agents create an additional complexity that should be considered when approaching any emergency and disaster event.

The National Incident Management System (NIMS) contains the nationally accepted and practiced Incident Command System (ICS) which will be used in the City of Black Hawk for the management of any emergency or disaster event. In an incident of significance, emergency or disaster where the City of Black Hawk Emergency Operations Center (EOC) has been activated, the Incident Commander will communicate with the EOC through the individual Emergency Support Function Representative.

The assumed priorities for incident management are:

- Save lives and protect the health and safety of the public, responders, and recovery workers;
- Protect and restore critical infrastructure;
- When appropriate, conduct law enforcement investigations to resolve the incident, apprehend the perpetrators, and collect and preserve evidence for prosecution;
- Protect property and mitigate damages and impacts to individuals, communities and the environment; and facilitate recovery for individuals, families, businesses, government and the environment.

The City of Black Hawk has resources and expertise available to assist with incident related problems. The City will modify normal operations and redirect resources in order to save lives, relieve human suffering, sustain survivors, protect property and assist in re-establishing essential services. Life-saving and life-protecting response activities have precedence over other emergency response activities, except when national security implications are determined to be a higher priority.

Private, faith based and volunteer organizations, i.e., American Red Cross, Salvation Army, Colorado Volunteer Organizations Active in Disasters (VOAD), and others will provide immediate basic necessity and life-sustaining relief which is not normally available from government resources to individuals and families. Local and State governmental agencies will assist these organizations by providing information, guidance and coordination of the relief efforts.

The Mayor of the City of Black Hawk may declare a disaster or emergency as provided by the C.R.S. 24-33.5-709 and City of Black Hawk Charter, Article VIII, Section 13: Emergency
Powers. The decision to make a declaration may be based upon emergency needs created by the incident, and/or damage assessment findings indicating the damages are of sufficient severity and magnitude to warrant assistance from the County or the State. Ultimately the State may make a declaration under the Stafford Act to the President who may grant a major disaster or emergency declaration.

Many State government departments stand ready to assist local governments to respond and recover from disasters and emergencies. The Emergency Manager will act as the point of contact for all disaster and emergency declaration work with the Colorado Division of Emergency Management. Those offices and departments with designated authority and lead agency status during a disaster will coordinate their activities and share information and assistance with the Emergency Manager and/or the EOC if activated.

Evacuation plans lend themselves to events that are predictable and may or may not have adequate warning time. All other events are impromptu and situation dependent requiring evacuation or shelter-in-place decisions based upon the hazard and the information available to the incident commander at the time. Evacuation orders should be phased, tiered based upon circumstances, consider special needs populations, trigger points for orders, designated routes and timelines. Many of the City’s disasters and emergencies are non-predictable with no warning time. Therefore, the City has developed evacuation processes and policies that address primary and alternate routes, special needs populations and other needs. When the Incident Commander or Unified Command, recommends, and the Mayor, issues an evacuation order the City will provide assets to support that evacuation. The Incident Commander or Unified Command may directly call upon any mutual aid partner able to assist.
Policies

The City of Black Hawk Board of Aldermen has delegated certain management, contracting, and spending authorities to the City Manager for the first 72 hours of the disaster as detailed in Appendix C: Civil Emergency, Emergency, or Local Disaster Regulations. This authority may be extended by resolution of the Board of Aldermen.

The Mayor of the City may make the declaration of a disaster or emergency condition that is or has occurred. A declaration of disaster or emergency can also be issued in the event of an identified and specific potential disaster or emergency so that preparedness activities, the pre-positioning of resources can occur, and warnings and orders can be issued.

The issuance of a disaster or emergency declaration may include any special authorities necessary. Upon the issuance of disaster or emergency declaration, the purchasing policies of the City of Black Hawk will be immediately suspended for 96 hours or until the declaration is further ratified or concluded.

The City Manager and/or designee will serve as the City Coordinating Officer and will be the point of contact for the State Coordinating Officer and Federal Coordinating Officer in cases of disaster declarations.

The Emergency Manager may act under the BH-EOP with full authority of the Board of Aldermen until such time that the appropriate disaster declaration can be drafted and issued; will be the point of contact with the Colorado Division of Emergency Management; and will serve as the coordinator of City Offices and Departments in support of a disaster or emergency preparedness, response, and recovery; will serve as the primary coordinator of all emergency plans and preparedness activities; will serve as the Manager of the Emergency Operations Center; will be responsible for the maintenance and implementation of the emergency plans for the City of Black Hawk.

In coordination with the Emergency Manager direct assistance may be made available by any Department with the approval of the Department Director or designee.
Concept of Organization:

It is the responsibility of the City of Black Hawk Government to reasonably protect life, property and the environment from the effects of emergency or disaster events within the City. Gilpin County Government has the primary responsibility for emergency management activities in the unincorporated areas of Gilpin County and in any disaster or emergency event that has countywide impact or area of concern. In emergency and disaster events or anticipated events the Emergency Manager will coordinate with the County if there is an expected impact or potential impact by the event. During an event of countywide concern or impact, each local municipal government and Special District retains their autonomy and their emergency management responsibilities.

The operation of the Black Hawk City EOC is intended to function as the coordination location for the BH-EOP activities. The EOC can best perform this function when also serving as a multi-agency coordination center for all disaster and emergency events. In the case where a Special District EOC has been activated, the efficiency and coordination of the event will be improved when the City EOC receives information from each independent EOC and can act as a clearinghouse for prioritization of incidents, needs, and resources.

General -

The BH-EOP strives to exclusively coordinate any citywide multi-agency response when capabilities and resources of the initial responding agency may be exceeded. The Emergency Manager will process mutual aid requests for assistance for City offices, departments and all outside agencies.

The Emergency Manager will process mutual aid requests for assistance for other Special Districts. The processing of these requests will in no way imply any financial obligation on behalf of the City of Black Hawk for these resource orders. Special Districts will be made aware of the proper order process with the City. Certain authorities may exist at the Special District level for direct requesting of mutual aid. The Emergency Manager would encourage Special Districts to utilize the concept of single point source to avoid duplication of orders and ineffective utilization of potentially scarce resources.

The BH-EOP is the primary and general plan intended for use in managing disasters and emergency events. The BH-EOP recognizes that many emergencies of both short and long duration, complexity, and use of mutual aid resources will be mobilized and managed by the local incident commander without need for activation of this Plan or assistance of the Emergency Manager.

BH-EOP details the coordinating structures and processes used during incidents in the City. Other supplemental agency plans provide details on authorities, response protocols and technical guidance for responding to and managing a broad spectrum of emergency situations such as hazardous materials, wildfires, and public health emergencies. The BH-EOP is designed to integrate quickly and efficiently with Gilpin County Emergency Operations Plan, the State Emergency Operations Plan and the National Response Framework.

All emergency plans developed and used by offices and departments of the City of Black Hawk should be designed to integrate quickly and efficiently with this Plan.
All emergency plans developed by Special Districts should be coordinated efforts with the Emergency Manager and designed to integrate quickly and efficiently with emergency plans and practices of the City Plan and EOC.

The BH-EOP can be partially or fully implemented, which is consistent with NIMS principles. This allows maximum flexibility to meet the unique emergency management requirements of any event.

A multi-jurisdictional approach will be required to manage most major incidents in the City of Black Hawk effectively. An area command model should be considered when appropriate. Accordingly, emergency plans and exercises should incorporate procedures for integration of resources regardless of their ownership or origin from Gilpin County and the municipalities within, Special Districts, State and Federal resources, Department of Defense resources, volunteer agencies, and the private sector.

Plan activation and the supporting actions taken by the City are specific to the disaster or emergency event. Activation of the BH-EOP should not impede the use of the concepts and processes imbedded in the BH-EOP.
Concepts of Operations

Management Concepts and Policies -

Principle of Local Government Control: The City of Black Hawk maintains the authority for direction and control prior to, during and following an emergency, disaster or incident of significance. This authority will continue throughout all phases of emergency response and management or until conditions warrant a change in such authority.

The City of Black Hawk has the planning assumption that all Special Districts will maintain their authority for direction and control during all phases of an emergency, disaster or incident of significance. During the time of Special District management of an emergency or disaster, there should be full coordination with the Emergency Manager and EOC to avoid duplication of efforts, conflicting incident objectives, and increased efficiency in services to the public. The request for assistance and delegation of authority will be handled in a formal process, and upon conclusion of a delegation of authority the incident, and all remaining phases of emergency management, will be the responsibility of the Special District.

Direction, Control and Coordination -

Incident Level Management: A local incident management system that incorporates the functions, principles and components of the NIMS-ICS shall be adopted and utilized. All agencies/entities in the City of Black Hawk will utilize the NIMS-ICS as the incident management system. The EOC will operate in an Emergency Support Function/Task Function Hybrid management model.

The Emergency Manager will delineate the process for interface between the EOC and incident management structures. The EOC will coordinate with incident level management through the liaison officer or the ESF/Task lead depending upon the size and complexity of the organization management structure needed by the incident.

Citywide Level Management: The City of Black Hawk is responsible for the overall coordination of emergency operations. The on-scene incident command from the response agency is responsible for the command and control of specific activities at the incident site. Multiple incident commands or unified command may be established as necessary to manage the incidents. The decision to implement other management structures such as Incident Complex or Area Command will be made by the EOC in consultation with the Incident Commander.

The City of Black Hawk through the EOC is responsible for the consequence management functions around the unmet needs of an incident. This may include but not limited to: shelters, mass care, continuity of operations, and the utilization and acquisition of City owned facilities.

State Level Incident Management/Support: In an emergency or disaster that overwhelms the resources and capability of a local jurisdiction, the Governor may exercise authority to use the capabilities and resources of the State government and/or that of other non-impacted political subdivisions. The management of the State’s response is facilitated by Colorado Statutes and the State EOP. The Colorado Division of Emergency Management is responsible for implementing the State’s response to an emergency or disaster. The State’s principle emergency management function is not that of an initial responder, but that of coordinator for the acquisition, prioritization and distribution of State, Federal and private resources. Based
upon the timely identification and verification of a local jurisdiction’s emergency request, the Colorado Division of Emergency Management Director or the State Coordinating Officer will task the appropriate State Departments with providing requested resources. Certain State Departments may be authorized to provide direct assistance depending upon the request. The assigned State Department will coordinate directly with the requesting local agency(s). If the situation requires Federal assistance, the State, via the Governor’s Office will make the formal request to FEMA following the process of damage assessment coordinated through regional field managers for the Division of Homeland Security and Emergency Management assigned to each of the nine all hazards regions.

Information Collection and Dissemination -

Coordination and consultation of intelligence information with county, state, and federal law enforcement agencies will be at the discretion of the Police Chief. The Police Chief may also share intelligence information with local governments and Special Districts as deemed necessary. During an emergency or disaster, a police department representative will be assigned to support the incident and EOC as needed. The State of Colorado operates an intelligence fusion center in coordination with the Federal Bureau of Investigation.

The EOC will disseminate information in written form by situation report, briefing notes, and incident action plan. The EOC will utilize the State of Colorado WebEOC web based system to provide situation, resource request, and damage assessment information to the County, Region, and State. Other documents used in the EOC may be produced by the City GIS and City Community Planning and Development Departments. This information is primarily intended for other governments and not the general public.

The critical information collected by the EOC will be organized geographically and will document extent of injury or loss of life, resources needed and ordered, extent of damage and loss, and other information as necessary.

Communications -

The City of Black Hawk and Gilpin County public safety agencies utilize a fully shared radio system with data availability through the cellular networks. Both are working towards a dual-band system with radio capability on both our local radio network and on the state DTR system.
Emergency Operations Center Activation and Organization

Activation of Emergency Operations Center -

The Emergency Manager is notified of events upon request or by pre-established criteria. Additionally, a general protocol for notification is intended to be a ‘catch-all’ for less clearly defined events. The notification of the Emergency Manager is the first step in activation of the EOC. Many events can be managed by the Emergency Manager and do not require further activation. The EOC operates on a three scale activation process:

- First level activation is notification of the Emergency Manager described above
- Second level activation is a limited activation with key support personnel and Emergency Support Function personnel
- Third level activation, a full activation of the EOC involving all necessary officials, departments and outside agencies represented. The full activation of the EOC can be used for both incident support and coordination as well as event briefings and action planning.

Homeland Security Advisory System -

The Police Department has the ability to interact with the Colorado Information Analysis Center (CIAC) and Federal Joint Terrorism Task Force (JTTF). Changes in the Homeland Security Advisory System may cause activation of the EOC. The system was established following the events of September 11, 2001 to provide warning to the American public about the threat level for terrorism attack. The United States Department of Homeland Security has established a National Terrorism Advisory System. When deemed necessary, the Secretary of Homeland Security will issue an imminent or elevated threat. The State of Colorado utilizes the threat advisory system and will issue directions to the Offices’ of Emergency Management regarding activation levels of local EOC’s and specific actions to be implemented based upon a specific threat.
Organization and Assignment of Responsibilities

All offices and departments with responsibilities identified in the BH-EOP are responsible for developing and maintaining internal operating procedures and continuity of operation plans for carrying out assigned primary and support functions.

Mayor –

- Formally declare a City emergency or disaster;
- Order an Evacuation Order

Board of Aldermen -

- Approve and commit City resources and funds for disaster or emergency purposes;
- Be prepared to receive and respond to declarations of Special Districts;
- Issue official orders and emergency declarations as needed and requested by the City Manager or designee;
- Approve emergency financial authorizations as requested;
- Authorize and approve post emergency or disaster operations;
- Maintain a constitutional government with public meetings and process as necessary;

Police Department -

- Retain command and control of any incident under jurisdiction of the police department, may utilize a limited delegation of authority for management of an incident;
- Provide law enforcement functions, to provide public peace and order;
- Close any highway or road;
- Comply and execute any order issued by a City, County or District Court Judge;
City Manager -

- Commit emergency funds to support the needs of an emergency or disaster;
- Commit City resources (personnel and equipment) for the purpose of stabilizing, resolving and recovering from the dangers presented by the emergency or disaster;
- Ensure City departments are capable of efficient and responsive mobilization of resources to protect lives, minimize property loss and expedite recovery efforts;
- Maintain overall responsibility for all City operations;
- Shall be the Liaison to and advise the Mayor and Board of Aldermen as soon as practical of the emergency or disaster and provide details of the major incidents;
- Advise the Mayor and Board of Aldermen on the nature of the emergency or disaster and recommend legal action to be taken;
- Be readily available for briefings at the Emergency Operations Center and by department heads or others;
- Coordinate post emergency or disaster recovery functions with assignments to specific Offices and departments.
- Establish post emergency or disaster recovery timelines as necessary.
- Serve as an intergovernmental liaison and initiate formal requests for outside assistance from other jurisdictions;

Emergency Manager -

- Advise the public officials on their duties and responsibilities before, during and after a disaster or large scale emergency.
- Identify hazards and assessing their potential risk to the community.
- Determine the community’s capability to prevent, mitigate against, prepare for, respond to, and recover from major emergencies.
- Develop strategies to address all relevant threats and vulnerabilities.
- Brief and make recommendations to the Mayor and Board of Aldermen in the absence of or at the request of the City Manager, on matters pertaining to an incident of significance, major emergency or disaster, or the threat thereof, and ongoing incident response and recovery activities;
• Provide recommendations to the City Manager relating to emergency or disaster declarations;

• Issue formal requests to the Colorado Division of Emergency Management for the declaration of a State emergency for the purpose of obtaining State and or Federal assistance;

• Prepare and submit situation reports;

• Collect, plot and disseminate information in the EOC;

• Coordinate the use of City facilities and alternate locations and emergency uses;

• Serve as the EOC Manager and may be delegated the position of City Coordinating Officer (CCO) by the City Manager;

• Activate and operate the EOC as needed;

• Coordinate and order mutual-aid assistance as necessary and authorized;

• Determine the need for evacuation and relocation facilities in coordination with initial response agencies;

• Manage, organize and coordinate emergency and non-emergency operations of the EOC in the event of a disaster or emergency;

• Prepare and maintain the BH-EOP;

• Ensure implementation of the NIMS-ICS principles, and operations in the EOC;

• Supporting disaster response or crisis management activities, in conjunction with emergency response personnel, and under the direction of tribal/local laws and authorities.

• Assist Special Districts, public and private sector organizations in the development and integration of their EOP’s, procedures and checklists with those of the City of Black Hawk;

• Coordinate citywide mitigation of man-made and natural hazard emergencies and disasters;

• Coordinate public education related to citizen preparedness;

• Catastrophic planning and response as established in the National Preparedness Goals;

• Schedule and conduct training programs and exercises;

• Maintain liaison with the municipal governments, Special Districts, State and Federal agencies; and
• Coordinate disaster recovery functions.

**Department Directors -**

• Authority to act under the full authorizations provided for in State Statute;
• Authority to implement necessary actions to accomplish their Emergency Support Function assignment;
• Strive towards NIMS compliance within department;
• Prepare plans and organize assigned departments to meet natural, technological, manmade, emerging human illness emergencies and disasters which might occur in the City, and ensure continuity of governmental operations during an incident;
• Identify functions to be performed during an incident and assign responsibility for performing those functions to departmental personnel;
• Provide representatives to the EOC in accordance with the EOC staffing plan and to coordinate emergency response functions with those of other agencies represented therein;
• Ensure that the EOC is kept informed during an incident by reporting events and activities to the EOC in a timely fashion;
• Maintain complete and accurate records of all incident costs and expenditures to include personnel qualifications, time, overtime, vehicle expense, emergency disbursements, and work assignment;
• Prepare documentation as requested by the EOC; and
• Prior to the incident, ensure that complete and current resource and on-call personnel lists are provided to the Emergency Manager and to the City Employee Services Department in accordance with City policy

**Expectations of Special Districts -**

Special Districts are responsible for management of incidents occurring within their jurisdictions or service plan areas. Operations conducted with citywide impacts or cascading effects from the local incident will be coordinated through the Emergency Manager and City EOC. The Emergency Manager will be notified of these incidents in a timely manner. The Director of Public Health will coordinate public health matters in accordance with the public health statutes. These entities are expected to:

• Establish local emergency and continuity of operations and government plans that are coordinated and integrated with the BH-EOP;
- Operate using the NIMS-ICS during all management phases of an incident;
- Identify, train and assign personnel to conduct and execute the emergency response and management responsibilities of their plan;
- Open a local coordination center or operations center which has the ability to communicate and coordinate with the City EOC in a timely and effective manner;
- Make timely notification of their intention and/or decision to issue an emergency or disaster declaration;
- Will maintain financial responsibility for incidents occurring within their jurisdiction or as negotiated through cost share agreements or delegations of authority;
- Communicate situational and status reports to the City EOC;
- Coordinate mutual-aid assistance requests with the City EOC;
- Coordinate appropriate emergency management activities and maintain communication with the City of Black Hawk Emergency Manager and the City EOC, when activated, during all emergency operations;
- Provide an agency representative to the City EOC, when requested; and
- Provide information on any announcement statement or press release through the City Emergency Manager and City EOC or Joint Information Center, when activated;
- City has no financial responsibility for incidents occurring within Special District boundaries

**Supporting Agencies/Entities -**

Supporting agencies are responsible for providing resources and other support during an incident. Operations during an incident will be coordinated through the City of Black Hawk EOC. As participants in the City of Black Hawk EOC, supporting agencies are expected to:

- Establish continuity of operations plans and activate the plans, as needed;
- Operate under the NIMS-ICS management system;
- Participate in preparedness activities which are consistent with the mission of the agency/entity;
- Identify, train and assign personnel to maintain contact with and prepare to execute missions in support of the BH-EOP during periods of activation;
• Coordinate activities and maintain communication with the Emergency Manager or the City of Black Hawk EOC, if activated, during all emergency operations;

• Provide an agency representative to the City of Black Hawk EOC, as requested;

• Provide information and coordinate any public announcement, statement or press release through the Emergency Manager or the EOC and Joint Information Center, if activated;

• Provide program assistance and expertise as appropriate and in coordination with other agencies;

• Establish emergency operations supplies including food, water, and blankets to provide acceptable operations and shelter employees and or volunteers as necessary; and

• Provide all requested information prior to, during and following any incident to the Emergency Manager or the City of Black Hawk EOC.

State Government -

The formal process for ordering assistance from State departments is through the Colorado Division of Emergency Management. This process involves calling the 24/7 Duty Officer, and or Regional Field Manager for the all hazards regions, and making notification of the emergency or disaster and assistance needed. It is recognized in this Plan that certain State departments at a local and regional level may provide direct assistance. This level of assistance may fill an immediate need and may be possible based upon local relationships with supervisors. This informal assistance should not be depended upon for long duration or complex emergencies or disasters. The formal process of ordering should be used as often as possible. State agencies are responsible for fulfilling their assigned roles and responsibilities under the State EOP and Emergency Support Functions. Certain State assets are very expensive and without a State or Federal declaration the costs of these assets will be the responsibility of the entity requesting the resource.

Federal Government -

The Federal government has responsibilities to respond to national emergencies and to provide assistance to States when an emergency or disaster exceeds their resource capability. The Department of Homeland Security has the overall responsibility for the coordination of Federal emergency/disaster relief programs and supporting local and State government capabilities with resources. Certain emergency and disaster events immediately fall under the primary jurisdiction of a Federal Agency and the declaration of these events, once identified, should be done at the appropriate levels of government. Certain Federal Agencies are capable of providing direct assistance at an emergency or disaster and their involvement does not require a declaration for activation and mobilization. Certain Federal assets are very expensive and without a Federal declaration the costs of these assets will be the responsibility of the entity requesting the resource.
City of Black Hawk Emergency Operation Center (EOC) Organization -

The organization of the EOC must be integrated with the On-Site Incident Management to address the issues facing the community during significant emergency and disaster situations. The criteria for the EOC activation, the organizational structure and authority are defined in the BH-EOP. The EOC is organized based upon NIMS principles and is flexible and easily expandable to meet the needs of the City. The EOC organization provides for communications between the City departments, Gilpin County, the State and other agencies. An organizational chart of the EOC may be found in the appendix of the BH-EOP. Details pertaining to the internal organization and operations of the EOC may be found in the appendix of the BH-EOP.

The Emergency Manager through the EOC coordinates efforts to support the City of Black Hawk in emergency and disaster situations. The EOC serves as the principle point for initiating and coordinating situation information, resource management, multiple incident coordination, emerging situation briefings, and coordination of the Emergency Support Functions. The EOC, or another designated meeting area, provides the Mayor, the Board of Aldermen, City Manager and Policy Advisory Group with a centralized location to be briefed on critical incident information, facilitate the decision making process and coordinate inter-governmental needs.

Emergency Support Functions -

When an emergency or disaster situation requires a coordinated response of capabilities there are Emergency Support Functions (ESF) that all, or in part will be needed to support the overall response and impacts from the event. The ESF’s are grouped functionally into fifteen categories. City departments, offices and personnel have been assigned responsibilities for implementing these functions. Assignments are made based upon the departments or office programmatic, legal authorities and responsibilities or fluidity of operations. ESF Annexes contain detailed information associated with a specific function. The EOC during activation will strive to operate manage each ESF function while operating in a ESF/Task Hybrid model do to staffing limitations.

The Emergency Manager is responsible for the coordination, development, validation, and maintenance of the City of Black Hawk EOC Annex, Incident Specific Annex, and other emergency and disaster planning documents as necessary. The Emergency Manager is authorized to initiate, develop and implement all necessary Annex documents necessary to support the Emergency Operations Plan. The Emergency Manager will review these documents with the Board of Aldermen for formal approval and adoption.

The Emergency Manager is responsible for coordinating the integration of a multi-agency response and working with other agencies who may act as the lead agency.

Departments, Offices and Emergency Manager have been assigned positions described as lead, secondary lead and/or support roles in each of the ESF/Task Annexes. The assignment of Emergency Manager in many of the Annexes is reflective of the infrequent activation of the services and functions provided by the Department. The Emergency Manager will evaluate the need and activate the appropriate Annex in coordination with the Executive Leadership Group. The responsibilities of each of these positions are:
Lead/Coordinator. The lead or coordinating Department or Office is responsible for planning, coordinating and tasking support department and offices in the development of policies, procedures, roles, and responsibilities and requirements of the ESF and its operational requirements. The lead agency provides recommendations for ESF development and coordinates with the Emergency Manager. The lead departments and offices are identified in this plan and in each ESF.

Secondary Lead/Coordinator. Certain ESF have a broad scope and either share responsibilities or do not own or control the necessary resources to perform the responsibility of the ESF. In such situations the department or office which would normally have primary responsibility for one or more of the major components will be designated as the Secondary Lead or Coordinator.

Supporting/Coordinating. Departments and Offices which have been assigned a supporting role for an ESF will cooperate with the lead department or office in carrying out the assigned missions and will cooperate in the development of Annexes, Incident Specific Annexes, plan maintenance, training and exercising of BH-EOP. Supporting departments and offices are identified in each of the ESF/Tasks.

Departments and Offices not assigned to specific emergency support functions will serve as a reserve of material and personnel resources, which may be required to perform previously unassigned tasks as necessary. All City of Black Hawk Government employees may be assigned emergency or disaster work assignments. These assignments would at the direction of the Board of Aldermen, or City Manager if delegated such authority.

All ESF/Tasks in the BH-EOP will be assigned to a primary department or office. It is however understood that certain ESF/Tasks may be entirely performed by volunteer and private organizations which provide disaster response or relief assistance, i.e., the American Red Cross operating a shelter.

City-State-Federal Emergency Support Function Relationships:

The National Response Framework, the Colorado State EOP, and the BH-EOP each describe a respective level of governments approach to emergency response operations. All levels of government provide certain support; therefore certain similarities and overlapping functions exist. The BH-EOP recognizes the legal authority of each autonomous level of government and the limitations and boundaries imposed on government under the law.
Emergency Support Function Summary

The BH-EOP provides details about emergency functions in each of the ESF/Task Annexes. The following is a summary of the Emergency Support Functions and some responsibilities to City Departments and Elected Offices. The BH-EOP fully recognizes that many support and coordination agencies and entities are vital to the responsibilities assigned to these ESFs. Individually written Task Annex and Incident Specific Annex documents will detail the supporting and coordinating agencies and entities involved in the ESF work. Any combination of the ESF/Tasks may be activated during a disaster or emergency.

**ESF 1: Transportation –**
ESF 1 is responsible to coordinate transportation and evacuation support utilizing the various public transportation systems operating in the City. Functions include processing and coordinating all requests for transportation support as necessary to support any incident; coordinate alternative ground transportation services with Gilpin County, businesses, and neighboring transportation systems.

**ESF 2: Communication and Warning –**
ESF 2 responsibility is split between the Black Hawk Police Departments Communication Center (BHPDCC) and the Gilpin County Sheriff’s Office Communication Center (GCSOCC) which both provide full spectrum dispatching, and paging services. Public Warning is split between the BHPDCC and the City of Black Hawk Office of Emergency Management. The “Code Red” phone, email and text system may be deployed through either Communications Center. All VMS Board messages are coordinated through City of Black Hawk Emergency Management

**ESF 3: Public Works and Engineering –**
ESF 3 is responsible for providing public works related support for an incident. Included in ESF 3 is the coordination with private utility owners

**ESF 4: Firefighting –**
ESF 4 is the responsibility of the fire department. The United States Forest Service and other Federal Inter-Agency Partners are responsible for all fire management for wildland fire occurring on land owned by the United States Government. The CSFS is responsible for all forest management on land owned by Denver Water. The fire department has suppression and rescue responsibilities within the City and it adjoining response area in accordance with the City of Black Hawk Municipal Code.

The Sheriff has responsibility for the management and coordination of firefighting activities necessary for prairie and wildfires occurring on unincorporated lands within the county and are not within a fire agency service area, or under an MOU with a fire agency.
ESF 5: Emergency Management –
ESF 5 serves as the support ESF for all participating City Departments and Elected Offices and all participating agencies and entities across the spectrum of domestic incident management including planning, mitigation, response and recovery. ESF 5 facilitates information flow in the pre-incident prevention phase in order to place assets on alert or to preposition assets for quick response. During the post incident response phase, ESF 5 transitions and is responsible for support and planning functions. Activities include those functions that are critical to support and facilitate multi-agency planning and coordination for operations. Other activities include alert and notification; deployment and staffing of designated emergency response teams; incident action planning; coordination of operations support, logistics; direction and control; information management; facilitation of requests for County, State and Federal assistance; resource acquisition and management (including allocation and tracking); worker safety and health; facilities management, financial management; and other support as required. ESF 5 will organize and coordinate debris management and the collection of damage assessment information and estimates. ESF-5 will coordinate the establishment of a recovery task force and will remain active as long as necessary to transition from the response phase to a long-term recovery phase.

ESF 6: Mass Care and Sheltering –
ESF 6 is a very complex function and is primarily divided into four areas: mass care, emergency assistance, housing, and human services. Overall ESF-6 promotes the delivery of services and the implementation of programs to assist individuals, households and families impacted by potential or actual emergencies or disasters. This includes economic assistance and other services for individuals impacted by the incident.

ESF 6 coordinates Mass Care which involves the coordination of non-medical mass care services to include sheltering of victims, organizing feeding operations, providing emergency first aid and philosophical first aid at designated sites, collecting and providing information on victims to family members, and coordinating bulk distribution of emergency relief items. Shelter services are provided through the American Red Cross Mile High Chapter.

ESF 6 coordinates functionally assessable and inclusive population needs and support. This function will require the support and coordination with non-City departments such as Public Health, Ambulance and Animal Control. The intent of this sub-set of ESF-6 is to plan and respond to the needs of the vulnerable population in the community.

ESF 6 coordinates Mental Health Services needs and support. ESF 6 will coordinate the provision of crisis counseling and mental health services to individuals and groups impacted by the incident. Mental Health professionals will be mobilized to offer emergency and disaster based services. Crisis services will be focused upon the philosophical evaluation of involved public and responders and the appropriate referral into the Human Services system for further assistance.

ESF 6 coordinates Volunteer Management and Donations Management needs and support. The intent of this sub-set of ESF-6 is to plan and respond to the well-intended donations from both business and private sources and to match these items with those in need; and to identify volunteer assistance being offered and match these individuals and groups with those in need.
ESF 7: Resource Management –
ESF 7 provides resource support to the incident and affected populations. Resource support consists of emergency relief supplies, facility space, office equipment, office supplies, contracting services, transportation services (in coordination with ESF 1 – Transportation), security services and personnel required to support immediate response activities. ESF 7 provides support for requirements not specifically identified in other ESFs, including excess and surplus property. Resource support may continue until the disposition of excess and surplus property, if any is completed.

ESF 8: Public Health and Medical Services –
ESF 8 as a Public Health assignment is responsible for providing assistance and coordination in Public Health Emergencies and identifying and meeting the public health and medical needs of victims of an incident. This support is categorized in the following core functional areas: assessment of public health and medical needs, assessment of behavioral health needs in coordination with the ESF 6 functions, public health surveillance; medical care personnel; and medical equipment and supplies, and establishment of alternative care site as necessary.

ESF 8 as an Emergency Medical assignment is responsible for providing emergency medical triage, treatment, and transport from the scene of any emergency or disaster. ESF 8 will coordinate all necessary casualty collection and casualty evacuation as necessary. ESF 8 will coordinate with all medical centers and support their needs for secondary and inter-facility transports.

ESF 8 as a fatality management assignment is the responsibility of the Office of Coroner. ESF 8 will coordinate all management of fatalities and will coordinate with ESF 6 in the establishment of family assistance needs.

ESF 9: Urban Search and Rescue –
ESF 9 is the responsibility of the fire department. These actions by the fire department include specialized rescue and services provided prior to the arrival of an ambulance and include rescue or extraction of trapped or injured individuals.

ESF 9 as it pertains to Mountain and Water Rescue may be deferred to the County and may become the responsibility of the Sheriff.

ESF 10: Hazardous Materials –
ESF 10 is the responsibility of the fire department. ESF 10 is the responsibility of the CSP for incidents occurring on State and federal highways.

Currently the City of Black Hawk has no designated Hazmat Team and would rely on CSP or Hazmat teams from Denver Metro or NW Region to assist in an incident.

ESF 11: Agriculture and Natural Resources –
ESF 11 provides for the coordination and response to all large animal matters. ESF 11 will coordinate with ESF 6 during the establishment of a shelter during an emergency.
ESF 11 provides for the identification and coordination of response when natural resources, public owned lands, and historic or cultural resources are involved or impacted by an emergency or disaster.

**ESF 12: Utilities**
ESF 12 collects, evaluates and shares information on utilities system damage and estimations on the impact to utilities within affected areas.

**ESF 13: Public Safety and Security**
ESF 13 provides for the coordination and response of public safety needs. The Police Chief acts under the full authority of the City Municipal Code and State law and may provide support to other police authorities as requested.

**ESF 14: Community Recovery, Mitigation, and Economic Stabilization**
ESF 14 provides the framework for the City of Black Hawk to coordinate with other governments and special district boards as part of the multi-agency and multi-jurisdictional response to an incident affecting the City. Based upon the assessment of incident impacts, support may vary depending on the magnitude and type of incident and the potential for long term and severity of consequences.

ESF 14 will be activated in the short term for large scale or catastrophic incidents that require State and Federal assistance. ESF 14 will not be activated for long term recovery as the model for comprehensive recovery planning is best accomplished in a collaborative work process and not in the ESF model. The needs of housing, businesses and employment, economic redevelopment, development code involvement, master planning, community infrastructure, and social and human services are best addressed in a comprehensive recovery plan.

**ESF 15: External Affairs**
ESF 15 coordinates the actions and personnel necessary to provide necessary external information and public affairs support to the incident needs. ESF 15 is responsible for supporting the needs of the Joint Information Center (JIC) as established by the Incident Command. ESF 15 will manage and coordinate elected official and legislative affairs.

ESF 15 further functions as the Liaison mechanism into the ESF support structure and Emergency Operations Center. The identification and management of the external affairs needs and inquiries from involved or impacted agencies and entities will be handled by ESF 15.
Administration, Finance, Logistics and Mutual Aid

Administration -
During an emergency or disaster the City of Black Hawk Government shall determine what normal administrative procedures and/or non-essential functions shall be suspended, relaxed or made optional in order to prevent unnecessary impediment of emergency operations or in the interest of public safety.

Such actions for the City of Black Hawk Government will be carefully considered in consultation with the City Attorney for matters involving constitutional Elected Offices and statutory requirements.

The City of Black Hawk Government’s departure from the usual methods of doing business will be stated in the declaration for an emergency or disaster.

The Board of Aldermen is authorized to make modifications to the City Personnel Rules such as to change the employment status of employees from exempt to non-exempt so that fair compensation will be received by employees during times of declared emergencies and disasters.

The Board of Aldermen considers all employees emergency disaster workers under a declared emergency or disaster. The City Manager acting as the Human Resource Manager will work in coordination with the Incident Commander and may reassign employees as needed.

The Emergency Manager, on behalf of the Mayor will forward all emergency or disaster declarations to the State of Colorado Division of Emergency Management. The Mayor may authorize the Emergency Manager to give a verbal declaration of emergency or disaster to the Division of Emergency Management, and will send a written declaration through the Regional Field Manager to DHSEM as soon as practical.

The Mayor’s decision to issue an emergency or disaster declaration will be reviewed by the Emergency Manager, and the City Manager. This process will be followed for requesting other declarations such as a Fire Management Assistance Grant from FEMA for wildfire.

The Mayor in their decision to declare an emergency or disaster recognizes and will act with citywide interest. The City of Black Hawk, as outlined in the BH-EOP, will support the emergency needs of special districts as much as practical. The City of Black Hawk cannot proceed on behalf of any special district or other eligible applicant during the Public Assistance process with FEMA.

Finance -
A major emergency or disaster may require the expenditure of large sums of City funds. Financial operations may be carried out under compressed schedules and demands which will require expeditious actions that still meet fiscal management and accountability principles and legal requirements.

Financial payment for emergency operations shall be handled by the Finance Department. Individual department and office budgets may be reduced to pay for resources ordered during an emergency. If the demand for emergency funds exceeds available funds, the Finance
Department will coordinate with the City Manager’s Office, City Attorney’s office and the Board of Aldermen to make emergency funds available.

Resources ordered through the Emergency Manager and/or Emergency Operations Center will be tracked and accounted for in terms of the ordering agency or entity. The City of Black Hawk will be financially responsible for only those resources ordered to fulfill the statutory services of the City of Black Hawk, to provide for emergency protective actions, to provide for debris removal, and in the interest of the safety of the public. The documentation of these resource orders will be provided to the Finance Department.

Resource orders placed through the Emergency Manager and/or Emergency Operations Center and on behalf of a special district will be the financial responsibility of the requesting entity. This practice will be followed unless other written agreement is reached with the City of Black Hawk.

City Departments and personnel designated as a lead agency in the BH-EOP are responsible for coordinating with the Emergency Manager their operational plan for the functional and financial support for their emergency support operations. Each department and office is responsible for coordinating in advance with the Emergency Manager and Finance Department with their plan for expending emergency funds, maintaining appropriate supporting documentation or ordering, assignments, logistics, and demobilization.

The City of Black Hawk Gilpin County Government is responsible for documenting all emergency or disaster related expenditures using accounting practices and procedures established by the Finance Department. All expenditures and procurement transactions will be made in accordance with accepted practices of the Federal Emergency Management Agency (FEMA). Each City Department must exercise proper oversight throughout the course of the incident to maintain logs, records, receipts, invoices, purchase orders, rental agreements and all other applicable documentation. Proper documentation is necessary to support claims, purchases, reimbursements and disbursements. Recordkeeping is necessary to facilitate closeouts and support post recovery audits.

**Logistics -**

The Office of Emergency Management will facilitate logistical support for emergency operations that exceeds the capability of the Communications Center.

The Office of Emergency Management shall establish resource tracking and maintain accounting of available resources. Resource management and facility needs shall include identifying anticipated shortfalls in resources or facilities required to support an incident operation in coordination with the Incident Commander.

The Office of Emergency Management will maintain a database of City resources.

The Office of Emergency Management will provide for the logistical support of the Emergency Operations Center staff.

The State of Colorado utilizes multiple systems and technologies to support local entities with resource mobilization and management. The Colorado Office of Emergency Management refers to these tools as a “System of Systems” which are used to efficiently identify, locate, status,
order, track, deploy and demobilize resources. This System of Systems is used at the municipal level, jurisdictional PSAP (Public Safety Answering Point), local, county and state emergency managers and federal and private sector resource partnerships. Resources within this system include, but are not limited to, WebEOC, ROSS, EM Systems, Connect Colorado and jurisdictional Mutual Aid Agreements.

**Mutual Aid Agreements -**

The City of Black Hawk does not have all of the necessary personnel, equipment and materials required to cope with all major emergencies or disasters. The City depends upon mutual aid assistance which would be rendered through verbal and written assistance agreements. The City has provisions in place to receive as well as provide mutual aid assistance. The City recognizes the distinction between mutual aid during the initial response and extended attack of an incident and assistance necessary to support operations for a longer term. The City will be mindful of FEMA rules and policies pertaining to mutual aid assistance. The City will not be hindered by any financial or procedural rule when life safety is an imminent risk.

**Compacts -**

Colorado is a member of the Emergency Management Assistance Compact (CRS 24-60-2902). EMAC is administered by the National Emergency Management Association. Any member State may request EMAC assistance when the Governor of the affected State has declared a state of emergency. When a State suffers or expects to suffer a major disaster and needs assistance from other States, the authorized representatives for each state will initiate the EMAC procedures. The State of Colorado administers the EMAC through the Division of Emergency Management.
Plan Development and Maintenance

The 2015 BH-EOP supersedes all other versions of this plan and is effective upon adoption for planning, training and exercising.

Complete Annex plans and Incident Specific Annex plans to support the BH-EOP have not been developed at the time of adoption of the BH-EOP. The adoption of the Base BH-EOP provides a foundation for the additional Annex documents to be added.

The City of Black Hawk is aware of the importance of coordination, direction and control by appropriate City Departments. During the term of transition of the City emergency plans, the Emergency Manager will continue to identify gaps in our planning and facilitate appropriate measures to bridge the gap.

The Office of Emergency Management will continue to work on the development and adoption of these Annex documents.

The Office of Emergency Management is responsible for the upkeep and maintenance of the BH-EOP and all related Annex documents. The review schedule for the BH-EOP and Annex documents will be on the fourth year anniversary of their adoption.

The Office of Emergency Management will review and revise procedures following the critique of actual or simulated emergency or disaster operations. Updates to non-significant aspects of the BH-EOP may be made by the Emergency Manager and notice provided to plan holders. Significant changes or revisions will be reviewed by Emergency Manager and City Attorney’s office for the process for formal revisions.

Emergency Operations Plan Implementation

Plan implementation will be conducted by the Office of Emergency Management and Emergency Manager. The Emergency Manager will coordinate and assist each Department Director or designated staff member with the writing of their ESF Annex. The Emergency Manager will establish training and orientation meetings with City Departments and personnel. The Emergency Manager will conduct tests and exercises pertaining to the activation of the BH-EOP.

Training -

The Office of Emergency Management will conduct training and orientation on the BH-EOP annually or as required.

The Office of Emergency Management will coordinate, train, and exercise with the staff of the Emergency Operations Center.
 Authorities and References

Federal -

Robert T. Stafford Disaster Relief and Emergency Assistance Act and Amendments (Volume VI Public Law 93-288 as amended by Public Law 100-707)

National Response Framework

Homeland Security Act and Information Sharing Act of 2002

Homeland Security Presidential Directive 5, Management of Domestic Incidents

Homeland Security Presidential Directive 8, National Preparedness

Standards of Good Practice: National Fire Protective Agency 1600, Disaster/Emergency Management and Business Continuity Programs

State -

Colorado Disaster Emergency Act of 1992 (Title 24, Article 32, Part 21, Colorado Revised Statutes 24-33.5 section 700)

Colorado State Emergency Operations Plan

Qualified volunteer
CRS: 24-32-2224.

City of Black Hawk Government

Board of Aldermen: City of Black Hawk Municipal Code, Charter; Article VIII, Section 13 and Section 14

Mayor: City of Black Hawk Municipal Code, Charter; Article VIII, Section 13 and Section 14

Office of Clerk and Recorder

Office of Coroner
CRS: 30-10-601 Office of Coroner Authority

Police Department:

Finance Department:
Fire Department:

City Departments

County Manager

Emergency Management

Public Health

CRS 25-1-506 Public Health Reorganization Act

Mutual Aid Agreements

- State of Colorado Intergovernmental Agreement for Mutual Aid, dated: December 2, 2003
- City of Black Hawk/Gilpin County Intergovernmental Agreement for Emergency Management, dated: October 8, 2013
- Denver Metro Intergovernmental Agreement for Mutual Aid Between Fire Departments, dated January 9, 2008
- City of Black Hawk/Gilpin Ambulance Authority Intergovernmental Agreement, dated: November 12, 2014
- City of Black Hawk/City of Central and Timberline Fire Protection District Intergovernmental Agreement for Mutual Aid, date: October 9, 2013
- City of Black Hawk/City of Central/Gilpin County Sheriff’s Department and Colorado Division of Gaming Mutual Aid Agreement, dated: November 15, 2004

References

Appendices

Appendix A: Special Definitions

The following terms are used throughout this document and have the following special meanings:

Authority Having Jurisdiction (AHJ) - Where public safety is primary, the authority having jurisdiction may be a federal, state, local, or other regional department or individual such as a fire chief; fire marshal; chief of a fire prevention bureau, labor department, or health department; building official; electrical inspector; or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the authority having jurisdiction. In many circumstances, the property owner or his or her designated agent assumes the role of the authority having jurisdiction; at government installations, the commanding officer or departmental official may be the authority having jurisdiction.

BOA - Board of Aldermen

Business Continuity - In the public sector, this phrase is also known as continuity of operations (COOP) or continuity of government (COG). Mission, vision, and strategic goals and objectives are used to focus the program.

Catastrophic incident - A catastrophic incident is any natural or manmade incident, including terrorism, which results in extraordinary levels of mass casualties, damage or disruption severely affecting the population, infrastructure, environment, economy, national moral and or constitutional functions of government. A catastrophic event could result in sustained impacts over a prolonged period of time; almost immediately exceeds resources normally available to local, State, tribal and private sector authorities; and significantly interrupts governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic incidents are incidents of national significance.

Civil Defense Service - All activities authorized by and carried on pursuant to the provisions of the “Colorado Disaster Emergency Act of 1992”, including training necessary or proper to engage in such activities.

Civil Defense Worker - Any natural person who is registered with the State Office of emergency management or with a local organization for civil defense for the purpose of engaging in civil defense service without pay or other consideration or is a physician, health care provider, public health worker, or emergency medical service provider who is ordered by the governor or a member of the disaster emergency forces of this state to provide specific medical or public health services during and related to an emergency epidemic and who complies with such an order without pay or other consideration.
**Continuity of Government (COG)**  Capability to ensure survivability of constitutional and democratic government and the continuity of essential government functions.

**Continuity of Operations** - Capability to continue essential program functions and to preserve essential facilities, equipment and records across a broad range of potential emergencies.

**CRS** - Colorado Revised Statutes

**DHSEM:** Colorado Division of Homeland Security and Emergency Management, through the Colorado Division of Public Safety

**Disaster** - As defined by Colorado Revised Statutes 24-32-2103 disaster means, “the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to fire, flood, earthquake, wind, storm, wave action, hazardous substance incident, oil spill or other water contamination requiring emergency action to avert danger or damage, volcanic activity, epidemic, air pollution, blight, drought, infestation, explosion, civil disturbance, or hostile military or paramilitary action, or a condition of riot, insurrection, or invasion existing in the state or in any county, city, town, or district in the state.” For the City of Black Hawk, a disaster will be an event or incident or anticipated event or incident that involves severe damage or large loss of life and requires a response and recovery which is beyond the capability of local resources in protecting lives and property. The determination of a major disaster will be made by the Emergency Manager and the Executive Leadership of the City of Black Hawk.

**DOLA** - Department of Local Affairs

**DRC** - Disaster Recovery Center

**EMAC** - Emergency Management Assistance Compact

**Emergency** - The Robert T. Stafford Disaster Relief and Emergency assistance Act defines an emergency as “any other occasion or instance for which the President determines that Federal assistance is needed to supplement local, State and tribal efforts to save lives and to protect property and public health and safety or to lessen or avert the threat of a catastrophe in any part of the United States.” For the City of Black Hawk, an emergency will be an event or incident or anticipated event or incident that requires a response or mitigating action to supplement local resources in protecting lives and property. The jurisdictional entity and incident commander are responsible for handling emergencies and recognizing when local and mutual aid resources will not be sufficient to manage the emergency. The Emergency Manager and Incident Commander have the authority to request and order additional necessary resources, request and order mutual aid, and request assistance from the County, State and Federal agencies.

**Emergency Management Program** - A jurisdiction-wide system that provides for management and coordination of prevention, mitigation, preparedness, response and recovery activities for all hazards. The system encompasses all organizations, agencies, departments, entities and individuals responsible for emergency management and homeland security functions.

**Emergency Volunteer Service** - All activities authorized and carried out by a volunteer who is a member of a qualified volunteer organization as directed by a county sheriff, local government, local emergency planning committee, or state agency in the event of disaster.
EOC - Emergency Operations Center

EOP - Emergency Operations Plan

Essential Program Functions - Activities that enable an agency, department, or organization, on behalf of the jurisdiction, to carry out emergency response actions, provide vital services, protect the safety and well-being of the community.

Federal departments and agencies -
These executive departments are enumerated in 5 United States Code 101, together with the Department of Homeland Security; independent establishments as defined by 5 United States Code Section 104(1); government corporations as defined by 5 United States Code Section 103(1); and the United States Postal Service.

FEMA - Federal Emergency Management Agency

GAR - Governor’s Authorizing Representative

Hazard. Something that has the potential to be the primary cause of an incident.

Human Caused - Incidents caused by human activity, which include but are not limited to chemical, biological, radiological, nuclear, explosive and technological, including cyber, hazards, whether accidental or intentional.

IAP - Incident Action Plan

IC - Incident Command or Incident Commander

IC/UC - Incident Command / Unified Command

ICP - Incident Command Post

ICS - Incident Command System

IGA - Inter-Governmental Agreement

IMS - Incident Management System

IMT - Incident Management Team

Incident - An occurrence, natural or human-caused, that requires action by the emergency management program.

Incident Management System - An incident

Incident of Significance - This type of incident is an actual or potential high-impact event that requires a coordinated and effective response by an appropriate combination of City Departments and Offices, possibly to include mutual aid and private sector entities in order to save lives and minimize damage. The situation may require coordination with other local
governments and Special Districts. The incident may require assistance from County, State and Federal resources. The Emergency Manager will determine when an incident of significance has occurred or is likely to occur and will take an active role in incident coordination and management. An incident of significance may not require full activation of the EOC.

**Local Emergency Planning Committee** - A committee that meets the criteria specified in section 24-32-2604 of the Colorado Revised Statutes.

**Local government** - The elected officials of each political subdivision (counties and municipalities) have responsibility for reducing the vulnerability of people and property to the effects of emergencies and disasters. They should ensure that local government agencies are capable of efficient and responsive mobilization of resources in order to protect lives, minimize property loss and expedite recovery efforts during an emergency or disaster. They should ensure that an emergency management office serves the jurisdiction. The local Emergency Operations Plan should be prepared based upon hazards and risk analysis.

**Local Organization for Civil Defense** - A public agency which is empowered to register and direct the activities of civil defense workers within the area of the county or city or any part thereof and is thus, because of such registration and direction, acting as an instrumentality of the state in aid of the carrying out of the general governmental functions and policy of the state and includes a local organization for civil defense established by ordinance.

**MAA** - Mutual Aid Agreement

**MOU** - Memorandum of Understanding

**Mutual Aid/Assistance Agreement** - The term *mutual aid/assistance agreement* as used herein includes cooperative agreements, partnership agreements, memoranda of understanding, intergovernmental compacts, or other terms commonly used for the sharing of resources.

**Major disaster** - As defined by the Robert T. Stafford Disaster Relief and Emergency assistance Act a “Major disaster means any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of State, Local Governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.” For the City of Black Hawk, a major disaster will be any catastrophic incident that requires a response and recovery which is beyond the capability of local resources in protecting lives and property, which destroys or damages significant critical infrastructure and or private property. The determination of a major disaster will be made by the Emergency Manager and the Executive Leadership of the City of Black Hawk.

**Mitigation** - Mitigation activities are designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. The National Response Framework distinguishes between hazard mitigation and incident mitigation. Hazard mitigation
includes any cost-effective measure which will reduce the potential for damage to a facility from a disaster event. Measures may include wildfire mitigation, zoning and building codes, floodplain property acquisitions, home elevations or relocations and analysis of hazard-related data. Incident mitigation involves actions taken during an incident designed to minimize impacts or contain the damages to property or the environment. The City of Black Hawk OEM is responsible for maintaining the City of Black Hawk Multi-Hazards Mitigation Plan and Special Districts are responsible for maintaining their individual plan annex documents.

**Non-Governmental Organization (NGO)** - These organizations include entities that associate based on the interests of their members, individuals or institutions that are not created by a government, but may work cooperatively with government.

**NIMS** - National Incident Management System

**NPO** - Non-Profit Organization

**PIO** - Public Information Officer

**Plan** - The term “the Plan” as used herein refers to the City of Black Hawk Emergency Operations Plan (BH-EOP).

**Policy Group** - Elected and key officials in the jurisdiction having authority

**Private sector** - This section includes organizations and entities that are not part of any governmental structure. It includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, and private voluntary organizations.

**Preparedness** - Preparedness includes the range of deliberate, critical tasks and activities necessary to build sustain and improve the operational capability to prevent, protect against, respond to and recover from domestic incidents. Preparedness is a continuous process involving efforts at all levels of government and between government and private sector and nongovernmental organizations to identify threats, determine vulnerabilities and identify required resources. In the context of the National Response Framework, preparedness is operationally focused on actions taken in response to a threat or incident.

**Prevention** - Prevention involves actions taken to avoid an incident or to intervene in order to stop an incident from occurring. For the purposes of the BH-EOP, this includes applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing; and law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending perpetrators.

**Procedures** - Detailed description of activities that support implementation of a plan(s).

**Program stakeholder(s)** - Program stakeholders are, at a minimum, public, private and non-governmental agencies, departments, organizations, entities and individuals that have functional roles in the emergency management program.
Qualified volunteer - A volunteer who meets the criteria specified in section 24-32-2224 (1) of the Colorado Revised Statutes.

Recovery - Recovery involves actions and implementation of programs necessary to help individuals, communities and the environment directly impacted by an incident to return to normal where feasible. These actions assist victims and their families, restore institutions to regain economic stability and confidence, rebuild, replace, or re-develop destroyed property, determine future land use and development, address environmental contamination, and reconstitute government operations and services. Recovery actions often extend long after the incident has been stabilized. Recovery programs rely upon the successful establishment of a broad based recovery committee.

Response - Response activities address the short-term, direct effects of an incident. These activities include immediate actions to protect life, stabilize the situation, and protect property and the environment; meet basic human needs; and maintain the social, economic and political structure of the affected community. Response also includes the execution of emergency operation plans and incident management activities designed to limit loss of life, personal injury, property damage and other unfavorable outcomes.

RSF - Recovery Support Functions

Shall - Indicates a mandatory requirement to meet compliance with standard.

Standard - An EMAP standard is a criterion used to determine qualification for accreditation. Each standard states and/or describes qualities or facts that must be present for accreditation.

State - For the purpose of this Plan, when “the State” is referenced, it refers to the State of Colorado. Federal definition: The federal definition includes any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands and any possession of the United States.

UCS - Unified Coordination System

Volunteer - A volunteer who is a member of a volunteer organization and provides volunteer services through the organization in the event of a disaster.

Volunteer Organizations - An organization that provides emergency services on a state or local level pursuant to part 22 of the Colorado Revised Statutes.
Appendix B: Phases of Emergency Management

**Mitigation:** involves actions to interdict, disrupt, pre-empt or avert a potential incident. This includes homeland security intelligence and law enforcement efforts to prevent a terrorist attack. Mitigation can include actions to:

- Collect, analyze and apply intelligence and other information on all threats and hazards;
- Ongoing public education and outreach activities designed to inform about hazards and risks, educate about personal preparedness and responsibilities to reduce loss of life and destruction of property;
- Structural retrofitting to deter or lessen the impact of incidents and reduce loss of life, destruction of property and impact on the environment;
- Code enforcement and activities such as zoning regulation, land management and building and fire code inspections;
- Flood insurance and buy-out of properties subjected to frequent flooding;
- Conduct investigations to determine the full nature and source of the threat and to implement countermeasures such as inspections, surveillance, security and infrastructure protection;
- Conduct tactical operations to interdict, preempt or disrupt illegal activity; and to apprehend and prosecute the perpetrators;
- Conduct public health surveillance and testing processes, immunizations and isolation and or quarantine for biological and agricultural and other public health threats;
- Deter, detect, deny access or entry, defeat and take decisive action to eliminate threats; and

**Preparedness:** involves actions of planning and readiness and may include:

- Development of plans and procedures, training and exercising;
- Pre-deployment of response resources;
- Pre-establishment of incident command posts, mobilization centers, staging areas and other facilities;
- Evacuation and protective sheltering;
- Implementation of structural and non-structural mitigation efforts;
Use of remote sensing technology and risk assessment, predictive and plume modeling tools;

Private sector implementation of business and continuity of operations plans.

Response: includes activities to address the immediate and short-term actions to preserve life, property, environment and the social, economic and political structure of the community. Response activities can include:

- Life Saving;
- Incident Stabilization;
- Property Preservation and Protection;
- Search and Rescue;
- Emergency shelter, housing, and basic human needs (food and water);
- Emergency medical and mortuary services;
- Public health and safety;
- Decontamination following a chemical, biological, radiological or other incident involving contamination;
- Removal of threats to the public and environment;
- Emergency restoration of critical services (electric and gas services, water, sanitation, and telephone service);
- Transportation, logistics and other emergency support and services;
- Private sector provisions of needed goods and services through contacts or donations;
- Crime scene security, investigation, evidence collection; and
- Preliminary damage assessment.

Recovery: programs are designed to assist victims and families, restore institutions to sustain constitutional government, economic viability and confidence, rebuild destroyed infrastructure, personal property, and reconstitute government and business operations and services. Recovery actions often extend long after the incident itself is declared over. Recovery programs include mitigation components designed to avoid damage and destruction from future incidents. Recovery actions may include:

- Establishment of a Recovery Task Force;
• Repair and replacement of damaged public facilities (roads, bridges, government facilities, schools, hospitals, and other qualified facilities or infrastructure);

• Special assistance to Special Needs Populations;

• Debris cleanup and removal;

• Temporary housing and other assistance for disaster victims, pets, and livestock;

• Temporary assistance to business community to establish supply or distribution of necessary services, supplies, and commodities;

• Assistance to help individuals and businesses with long-term rebuilding and mitigation measures;

• Restoration of public services (electric and gas services, water, sanitation, and telephone service);

• Crisis counseling and mental health;

• Disaster unemployment assistance; and

• Planning and re-development for long-term community sustainability, recovery and mitigation, and economic stabilization and viability.
Appendix C: Plan Priorities

The following operational priorities are listed for guidance and it is understood that each situation will dictate the order of importance. The operational demand that is highest on the list shall prevail whenever demands for emergency assistance/requests for resources (personnel or equipment) come into short supply or conflict. The stabilization of the incident is an overarching priority and should be a measurable result at some point in the incident by taking action on the following operational priorities.

- Save human lives;
- Treat the injured;
- Warn the public to avoid further casualties;
- Shelter persons-in-place from the effects of the incident;
- Evacuate people from the effects of the incident;
- Shelter and care for those evacuated; and
- Save animals – livestock and domestic pets.

Protect Property
- Save property from harm/destruction;
- Take action to prevent further harm/loss; and
- Provide security for property, especially in evacuated areas.

Protect the Environment
- Confin e hazardous and destructive releases to the smallest possible area;
- Prevent runoff and debris flow from entering water shed basins, water impoundment systems, streams, ponds, lakes, rivers or sewer systems; and
- Contain the chemical, debris, or hazard released.

Stabilize the Economy
- Take actions to prevent price inflation in the sale of essential goods, services and contracts; and
- Take actions to restore business viability and operations and support employment opportunities.

Restore the Community
• Restore essential services and utilities; and
• Take action to support employment opportunities.
City of Black Hawk Colorado
Emergency Operations Plan Annex C
Public Notification and Warning

Adopted:
Public Notification and Warning

Purpose: The purpose of this Appendix is to convey the City of Black Hawk Public Notification and Warning plan.

Policy: It shall be the policy of the City of Black Hawk to communicate emergency notifications to the businesses, residents, staff and visitors of the City of Black Hawk. The policy shall be written as such that it is interchangeable with the Gilpin County Emergency Notification Plan. This will provide a template so the backup communications center can send out messages should it be necessary to ensure timely notification.

Overview:

The Emergency Manager, Incident Commander or his/her designee shall declare the need for an urgent or emergency notification.

The Emergency Manager, Incident Commander or his/her designee shall determine to what extent the plan in implemented for each emergency.

The City of Black Hawk Communications Center shall maintain an Emergency Notification System.

It is the responsibility of each City employee to be knowledgeable of their respective roles during an emergency and to be familiar with this plan.

The primary Emergency Notification System will be the ECN CodeRed System.

The City can use multiple secondary notification systems for public information to include social media, City of Black Hawk website, blog spots, press releases and others.

Notification Types:

There are three (3) types of notifications that this policy shall cover:

- Pre-Alert: Messages that convey a message that is not time sensitive and are intended to prepare those contacted of an event that “may” occur, I.E. flooding, severe weather, pre-evacuation, loss of utilities, etc.
• Urgent: Messages that convey a time-sensitive message of an imminent issue which is predicted to occur in the immediate future: I.E. flash flooding, severe weather, loss of utilities, etc.

• Critical/Emergency: Messages to indicate a situation that is occurring and have created a clear and present danger to those being contacted. This may include: Active Shooter, Hazardous Materials, Major Fire, Gas Line Rupture, Missing/Kidnapped child, Missing/Endangered Adult, etc.

Procedure:

Upon receipt of a request for activation for public notification or warning by the authorized party, the Black Hawk Communications Center (BHCC) shall activate the Public Notification and Warning Annex. In the event of a request for an Urgent or Emergency notification and the BHCC is unable to perform the notification due to staffing and workload, the request shall be immediately transferred to the Gilpin County Communications Center.

To generate the notification, the requestor shall provide the following information:

• Name of the individual requesting the activation of the CodeRed system.
• Name of the agency of the individual making the request.
• The area or group to which the message is to be sent out. For example the Casinos, all businesses and residents in the city, city staff etc.
• What are the expected actions of the individual or business receiving the alert? For example: Evacuation, Shelter in Place, Lookout for endangered adult, etc.
• Where to call or look for additional information, if applicable.
• How many times does the requesting party want the message sent out?
Sample Message:
A sample message might be: “As of 0900 this am, the Black Hawk Fire Department is initiating a shelter in place order for the residents and businesses of Black Hawk. There has been a traffic accident in which a hazardous material has been spilled. You are requested to close all doors and windows and use only filtered ventilation during this event. If you do not have filtered ventilation you should secure your heating and air conditioning units until advised further. You will receive additional notifications as necessary to update you to the situation.”
City of Black Hawk Colorado
Emergency Operations Plan Annex D
Shelter in Place and Evacuation
Adopted:
Shelter in Place and Evacuation

Purpose: The purpose of this Appendix is to convey the City of Black Hawk Shelter in Place and Evacuation plan.

Policy: It shall be the policy of the City of Black Hawk to communicate emergency notifications to the businesses, residents, staff and visitors of the City of Black Hawk. The policy shall be written as such that it is interchangeable with the Gilpin County Emergency Notification Plan. This will provide a template so the backup communications center can send out messages should it be necessary to ensure timely notification.

Overview:

The Emergency Manager, Incident Commander or his/her designee shall declare the need for an urgent or emergency notification. The Emergency Manager, Incident Commander or his/her designee shall determine to what extent the plan in implemented for each emergency. The City of Black Hawk Communications Center shall maintain an Emergency Notification System. It is the responsibility of each City employee to be knowledgeable of their respective roles during an emergency and to be familiar with this plan. The primary Emergency Notification System will be the ECN CodeRed System. The City can use multiple secondary notification systems for public information to include social media, City of Black Hawk website, blog spots, press releases and others.

Notification Types:
There are three (3) types of notifications that this policy shall cover:

- Pre-Alert: Messages that convey a message that is not time sensitive and are intended to prepare those contacted of an event that “may” occur, I.E. flooding, severe weather, pre-evacuation, loss of utilities, etc.
• Urgent: Messages that convey a time-sensitive message of an imminent issue which is predicted to occur in the immediate future: I.E. flash flooding, severe weather, loss of utilities, etc.
• Critical/Emergency: Messages to indicate a situation that is occurring and have created a clear and present danger to those being contacted. This may include: Active Shooter, Hazardous Materials, Major Fire, Gas Line Rupture, Missing/Kidnapped child, Missing/Endangered Adult, etc.

Procedure:

Upon receipt of a request for activation for public notification or warning by the authorized party, the Black Hawk Communications Center (BHCC) shall activate the Public Notification and Warning Annex. In the event of a request for an Urgent or Emergency notification and the BHCC is unable to perform the notification due to staffing and workload, the request shall be immediately transferred to the Gilpin County Communications Center.

To generate the notification, the requestor shall provide the following information:

• Name of the individual requesting the activation of the CodeRed system.
• Name of the agency of the individual making the request.
• The area or group to which the message is to be sent out. For example the Casinos, all businesses and residents in the city, city staff etc.
• What are the expected actions of the individual or business receiving the alert? For example: Evacuation, Shelter in Place, Lookout for endangered adult, etc.
• Where to call or look for additional information, if applicable.
• How many times does the requesting party want the message sent out?
Sample Message:

A sample message might be: “As of 0900 this am, the Black Hawk Fire Department is initiating a shelter in place order for the residents and businesses of Black Hawk. There has been a traffic accident in which a hazardous material has been spilled. You are requested to close all doors and windows and use only filtered ventilation during this event. If you do not have filtered ventilation you should secure your heating and air conditioning units until advised further. You will receive additional notifications as necessary to update you to the situation.”
City of Black Hawk Colorado
Emergency Operations Plan Annex E
Resource Mobilization

Adopted:
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Record of Changes</td>
<td>3</td>
</tr>
<tr>
<td>Introduction</td>
<td>4</td>
</tr>
<tr>
<td>Mutual Aid</td>
<td>4</td>
</tr>
<tr>
<td>Utilization of City Resources</td>
<td>4</td>
</tr>
<tr>
<td>Event Action</td>
<td>5</td>
</tr>
<tr>
<td>Incident Command System</td>
<td>5</td>
</tr>
<tr>
<td>On-Scene Operations</td>
<td>5</td>
</tr>
<tr>
<td>Local Support Functions</td>
<td>6</td>
</tr>
<tr>
<td>Activation Procedure for State Mobilization</td>
<td>6</td>
</tr>
<tr>
<td>Resource Mobilization Procedures</td>
<td>6</td>
</tr>
<tr>
<td>Definitions and Terms</td>
<td>7</td>
</tr>
</tbody>
</table>
Record of Change

All changes are to be annotated on the master copy of the BH-EOP – Resource Mobilization Annex. Should the change be significant in nature, update shall be made to with the applicable plan holders. If not, changes will be reviewed and incorporated into BH-EOP at a scheduled update.

<table>
<thead>
<tr>
<th>Date Posted</th>
<th>Change</th>
<th>Page/paragraph/subject header</th>
<th>Recommending agency/individual</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Introduction

The City of Black Hawk Resource Mobilization Annex has been developed for the coordination of emergency resources (personnel and equipment) for major emergencies with an all-hazards approach and supports the City of Black Hawk Emergency Operations Plan. This annex provides for the rapid provision of a large number of resources and the effective coordination of remaining resources.

The City of Black Hawk Resource Mobilization Annex:

1. Establishes personnel resources for use in incident command positions.
2. Provides the process for mobilization and utilization of City and mutual aid resources.
3. Defines the procedure to request State mobilization.
4. Provides guidance on tracking of requested resources from the request through the demobilization process.

Mutual Aid

All City of Black Hawk public safety agencies are signatories to mutual aid agreements with surrounding agencies and jurisdictions in which they agree to:

1. Provide, when possible, law enforcement, emergency medical and firefighting resources and personnel to any point within the jurisdiction of the requesting organization.
2. Provide such services without reimbursement from the host jurisdiction for the first 12 hours.
3. Provide specified and other necessary logistics to mutual aid agencies if available and warranted by the duration of the incident.

Utilization of City Resources

Routine incidents will be handled in the fashion as outlined by department and City operating procedures.

During a major incident as outlined in this plan, the following progression will normally occur:

1. When the incident needs exceed the City resources, the Incident Commander may request specific mutual aid resources or CAD programmed mutual aid recommendations.
2. When the demands of the incident exceed the requested aid or the programmed recommendations, Black Hawk Emergency Manager (BHEM) will be activated to...
coordinate the remaining resources needed and available. If the BHEM is unavailable the Gilpin County Office of Emergency Management (GCOEM) may be requested to assist under the adopted mutual aid agreement.

3. If the needs of the incident(s) exceed the City and mutual aid resources, State mobilization can be requested as per the process outlined in the Annual Operating Plan and State mobilization plans.

Event Action

Type 5: Handled by local jurisdiction unit and/or specific resources requested. No further action.

Type 4: Handled by local jurisdiction with mutual aid and/or specific resources. Black Hawk Communications Center (BHCC) shall page the Black Hawk Emergency Manager (BHEM) who shall in turn contact the incident commander for additional information.

Type 3: When the incident has exceeded or may exceed the local jurisdictions resources and capabilities and those of mutual aid partners. BHCC shall page the Black Hawk Emergency Manager if not already activated who shall contact the incident commander to determine what additional resources are needed from the State.

Once the Incident has reached, or it is determined may reach a Type 3 incident, an incident management team may be requested to assist.

Incident Command System

The City of Black Hawk follows the Gilpin County Annual Operating Plan and State Mobilization Plan in adopting the National Incident Management System (NIMS) for its Incident Command System.

On Scene Operations

1. Teams and resources assigned to incident operations will report as directed, usually to a staging area.

2. Upon arrival, only single resource leaders will report to the staging manager, IC or other official.

3. Personnel from single resources shall stay together under the control of the team leader.

4. Single resources shall maintain radio communications capability at all times on the assigned radio frequency.

5. Resources ordered for the event shall be accounted for.
Local Support Functions

Fueling, feeding, and housing of resources will be the responsibility of the City. Logistics assistance may also be provided by mutual aid agencies or Non-Governmental Organization such as Gilpin County Office of Emergency Management, City of Central City, American Red Cross or other designated entity.

Activation Procedure for State Mobilization

Host Jurisdiction -

1. State criteria for requesting State mobilization requires a host jurisdiction to use their own resources and mutual aid resources to control an incident.

2. When an incident occurs in any jurisdiction and exhausts the resources of that jurisdiction and its mutual aid resources the situation shall be reported to City of Black Hawk Emergency Manager by the Incident Commander; BHEM shall be paged if not already activated.

Responsibility

The Police Chief, Fire Chief or the Black Hawk Emergency Manager may request activation of State mobilization for regional and State resources by utilizing the procedure outlined below.

1. Upon determining that all available local and mutual aid resources have been used, available resources are inadequate to achieve incident stabilization and control, and additional resources are required, the local incident commander shall determine the following:
   a. Specific numbers and types of resources required.
   b. Assembly point for mobilized resources
   c. Radio frequency assignment for incoming mobilized resources.

2. If a BHEM liaison is not at the Incident Command Post, the above information shall be conveyed to Black Hawk Communications Center with a request for the mobilization of resources in accordance with the Colorado Division of Emergency Management.

Resource Mobilization Procedures

Black Hawk Communications (BHC) -

1. Upon receipt of a request for mobilization of resources under the State Mobilization Plan, BHCC will contact BHEM.
2. BHEM or BHCC shall contact Colorado Division of Fire Prevention and Control or the Colorado Division of Emergency Management and initiate the activation of the Regional Fire Management Officer and/or the Regional Field Manager.

1. When notified by BHEM of a request for State mobilization, the BHEM contacts the IC to determine that the requirements for mobilization of State resources have been met.
   a. BHEM should provide a situation report and a statement that the requirements for regional or State mobilization have been met.
   b. The specific numbers and types of resources required.
   c. An assembly point for incoming resources.
   d. Radio frequency assignments for incoming resources.

**Definitions and Terms**

Refer also to the definitions and terms in the State mobilization plan.

**Assembly Point** - A pre-designated meeting place for assembly and check in.

**Available Resources** - Firefighting personnel and equipment that can be mobilized and sent to another jurisdiction without jeopardizing the capabilities of the sending jurisdiction.

**Host Jurisdiction** - Any jurisdiction in which an emergency exists.

**Incident Commander** - An individual who is in overall command of an emergency incident.

**Mobilization**: Means that resources beyond those available through existing agreements will be requested and, when available, sent in response to an emergency or disaster situation that has exceeded the capabilities of available local resources. During a large-scale emergency, mobilization includes the redistribution of regional or statewide resources to either direct emergency incidents assignments or to assignments in communities where resources are needed.

**Regional Fire Management Officer** - The individual selected by the Division of Fire Prevention and Control who has the responsibility and authority to request state mobilization.

**Regional Field Manager** - The individual selected by the Colorado Division of Emergency Management who has the responsibility and authority to request state mobilization.

**Resource Database** - A secure, web-accessible database of currently available resources for mobilization as updated by each individual agency.

**SEOC (State Emergency Operations Center)** - A facility or location serving as the coordination and mobilization center for regional fire resources being mobilized under the Annual Operating Plan and State Resource Mobilization Plan.

**Staging Area** - An area designated as an assembly area for additional resources to be used at an incident.
**Strike Team** - Five of the same kind and type of resources with common communications and a leader in a separate command vehicle.

**Task Force** - Any combination of single resources, within span of control, assembled for a particular tactical need, with common communications and a leader in a separate command vehicle.
RESOLUTION 80-2015
A RESOLUTION
APPROVING THE 2016
CONTRACT WITH
PINNACOL ASSURANCE
FOR WORKERS’
COMPENSATION
INSURANCE
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 80-2015

TITLE: A RESOLUTION APPROVING THE 2016 CONTRACT WITH PINNACOL ASSURANCE FOR WORKERS’ COMPENSATION INSURANCE

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby approves the 2016 contract with Pinnacol Assurance for Workers Compensation Insurance in the amount of $150,016.

RESOLVED AND PASSED this 9th day of December, 2015.

_______________________________
David D. Spellman, Mayor

ATTEST:

_______________________________
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2016 Workers’ Compensation

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Resolution 80-2015, a Resolution approving the contract as quoted for the 2016 Workers’ Compensation Insurance with Pinnacol Assurance in the amount of $150,016.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Pinnacol Assurance’s board of directors approved a rate decrease across their book of business for 2016. While the City’s 2013 loss experience (118% after reserves were removed) continues to negatively impact our experience modification (e-mod), low claims experience for 2014 and 2015 have helped offset the effect of 2013 losses.

The quote received from Pinnacol for 2016 is $10,396 lower than 2015, which represents an approximate overall 6.5% decrease in premium from 2015. Credit adjustments are in place for our e-mod rating, designated provider program, and cost containment certification. We recently received recertification for cost containment until November of 2018. E-mods are based on a rolling 5 year loss experience. The City’s final emod for 2016 is .83 and represents a 17% premium credit over the average Colorado employer’s loss experience.

AGENDA DATE: December 9, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: WC line item for each department

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Melissa A. Greiner

DOCUMENTS ATTACHED: N/A

RECORD: [ ]Yes [ X ]No

CITY ATTORNEY REVIEW: [ ]Yes [ X ]N/A

SUBMITTED BY: [ ]Yes [ X ]N/A

REVIEWED BY: Jack D. Lewis
City Clerk/Administrative Services Director
City Manager
RESOLUTION 81-2015
A RESOLUTION
APPROVING THE
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND MARINE
DIVING SOLUTIONS FOR
THE DORY HILL
FINISHED WATER
STORAGE TANK
INTERIOR BLAST AND
RECOAT PROJECT IN THE
AMOUNT OF $63,345
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 81-2015  

TITLE: A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND MARINE DIVING SOLUTIONS FOR THE DORY HILL FINISHED WATER STORAGE TANK INTERIOR BLAST AND RECOAT PROJECT IN THE AMOUNT OF $63,345.  

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

Section 1. The City Council hereby approves the Agreement between the City of Black Hawk and Marine Diving Solutions for the Dory Hill Finished Water Storage Tank Interior Blast and Recoat Project in the Amount of $63,345, and authorizes the Mayor to execute the same on behalf of the City.  

RESOLVED AND PASSED this 9th day of December, 2015.  

________________________________________  
David D. Spellman, Mayor  

ATTEST:  

________________________________________  
Melissa A. Greiner, City Clerk
SUBJECT: Approve Resolution _81_ a Resolution authorizing the execution of the agreement for the Dory Hill Finished Water storage tank interior blast and recoat Project to Marine Diving Solutions.

RECOMMENDATION:
If City Council chooses to approve Resolution _81__, a Resolution authorizing the execution of the agreement between the City of Black Hawk and Marine Diving Solutions, the recommended motion is as follows: “Approve Resolution _81_ a Resolution authorizing the execution of the agreement for the Dory Hill Finished Water storage tank interior blast and recoat project to Marine Diving Solutions in the amount of $63,345.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Dory Hill water tank provides 350,000 gallons of finished water storage to the City distribution system. The Dory Hill tank was last inspected by a certified dive team in June of 2014. During the inspection, the tank interior paint coating was noted as failing. The storage tank will require this maintenance to prevent further and substantial deterioration of the walls and roof support structure of the tank interior. The tank is 29 years old. The existing paint surface area will be media blast cleaned, primed and recoated per AWWA, NACE, OSHA, ACI, AWS and SSPC regulations. Due to the specialized nature of the project, a limited amount of qualified contractors were available to do the project. Staff solicited proposals for the project to several companies:

- Marine Diving Solutions - $63,345
- Am Tech Tank Lining Systems - $75,000 plus
- Pittsburg Tank and Tower Maintenance – $71,080

Marine Diving Solutions was the lowest responsive priced proposal for the project. Therefore staff recommends award.

FUNDING SOURCE: System Improvements/Water Tank 501-3151-460-74-11

ORIGINATED BY: Jason Fredricks

STAFF PERSON RESPONSIBLE: Jason Fredricks

PROJECT COMPLETION DATE: January, 2016

DOCUMENTS ATTACHED: Contractor Proposal Form

CITY ATTORNEY REVIEW: [ ]Yes [ ]No [ ]N/A INITIALS__________

SUBMITTED BY: Reviewed BY: Thomas Isbester, Public Works Director Jack D. Lewis, City Manager
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>DESCRIPTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GENERAL PROVISIONS AND SERVICES</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>DEFINITIONS</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>DESCRIPTION OF WORK AND SERVICES</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>TRADE CONTRACTOR'S CONSTRUCTION SCHEDULE</td>
<td>17</td>
</tr>
<tr>
<td>5</td>
<td>TIME FOR COMPLETION AND LIQUIDATED DAMAGES</td>
<td>18</td>
</tr>
<tr>
<td>6</td>
<td>CONTRACT SUM</td>
<td>19</td>
</tr>
<tr>
<td>7</td>
<td>CORRECTION OF WORK</td>
<td>21</td>
</tr>
<tr>
<td>8</td>
<td>TEMPORARY FACILITIES AND SERVICES</td>
<td>22</td>
</tr>
<tr>
<td>9</td>
<td>INDEMNIFICATION AND INSURANCE</td>
<td>22</td>
</tr>
<tr>
<td>10</td>
<td>PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS</td>
<td>25</td>
</tr>
<tr>
<td>11</td>
<td>CLAIMS AND DISPUTES</td>
<td>25</td>
</tr>
<tr>
<td>12</td>
<td>RESOLUTION OF CLAIMS AND DISPUTES</td>
<td>27</td>
</tr>
<tr>
<td>13</td>
<td>TERMINATION</td>
<td>28</td>
</tr>
<tr>
<td>14</td>
<td>SIMULTANEOUS WORK BY OTHERS</td>
<td>30</td>
</tr>
<tr>
<td>15</td>
<td>SUBCONTRACTING</td>
<td>31</td>
</tr>
<tr>
<td>16</td>
<td>GUARANTY</td>
<td>31</td>
</tr>
<tr>
<td>17</td>
<td>SALES TAX</td>
<td>32</td>
</tr>
<tr>
<td>18</td>
<td>MISCELLANEOUS PROVISIONS</td>
<td>32</td>
</tr>
<tr>
<td>19</td>
<td>ATTACHMENTS, SCHEDULES AND SIGNATURES</td>
<td>35</td>
</tr>
</tbody>
</table>
TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of December, 2015, by and between the City of Black Hawk, State of Colorado, a body politic and corporate, hereinafter referred to as the "City" or "Owner" and Marine Diving Solutions, hereinafter referred to as the "Trade Contractor".

ARTICLE 1 - GENERAL PROVISIONS AND SERVICES

A. The Trade Contractor will commence and fully complete the construction of the Dorv Hill Finished Water Storage Tank Interior Blast and Recoating Project, which is described in Exhibit A, which is attached hereto and made a part hereof ("Project").

B. The Trade Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

C. The Trade Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the notification to proceed and will complete the same on or before January 30th, 2016, unless the period for completion is extended otherwise by the Contract Documents. The Trade Contractor agrees to pay as liquidated damages, and not as a penalty, the sum of One Hundred Dollars ($100) for each consecutive calendar day's delay in completing this Contract after the completion date specified herein, excluding any approved extensions of time.

D. The Trade Contractor agrees to perform all of the work described in the Contract Documents and to comply with the terms therein for an amount not to exceed Sixty three thousand three hundred and forty five ($63,345) as described in Article 6 of this Agreement.

ARTICLE 2 - DEFINITIONS

A. Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1. Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, drawings and specifications, by additions, deletions, clarifications or corrections.

2. Architect – Throughout these documents, the terms “Architect” and “Engineer” shall be used interchangeably.

3. Bid – The offer or proposal of the bidder submitted in the prescribed form setting forth the prices for the work to be performed.

4. Bidder – Any person, firm or corporation submitting a bid for the work.
5. **Bonds** – Bid, Performance and Payment Bonds and other instruments of security, furnished by the Trade Contractor and his surety in accordance with the Contract Documents.

6. **Change Order** – A written order to the Trade Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the contract price and/or contract time.

7. **Construction Change Directive** – A written order directed to the Trade Contractor and signed by the Owner and the Engineer directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.

8. **Contract Documents** – The contract, including advertisement for bids, information for bidders, bid, bid bond agreement, bid schedule, labor and material, payment bond, performance bond, notice of award, notice to proceed, change order, general conditions, special conditions, general specifications, special specifications, scopes of work, addenda, drawings, schedules and any and all other documents or papers included or referred to in the foregoing documents are part of the Contract Documents.

9. **Contract Price** – The total monies payable to the Trade Contractor under the terms and conditions of the Contract Documents.

10. **Contract Time** – The number of calendar days stated in the Contract Documents for the completion of the work.

11. **Date of Award** – Date of award of contract shall mean the date formal notice of such award, approved by the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown in his proposal by the Owner or its authorized representative.

12. **Day or Days** – Unless herein otherwise expressly defined, "day" shall mean calendar day or days.

13. **Drawings, Plans or Contract Documents** – The part of the Contract Documents which shows the characteristics and scope of the work to be performed and which has been prepared or approved by the Engineer and/or Architect.

14. **Engineer** – The Engineer shall be N/A.

15. **Field Order** – A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer or the Owner to the Trade Contractor during construction.
16. **Major Equipment or Major Equipment Items** - Installation of major equipment to be furnished and placed under the contract awarded to the Trade Contractor and/or installations of major equipment to be furnished by the Owner and received, unloaded, stored, and placed by the Trade Contractor under the contract awarded to the Trade Contractor.

17. **Notice of Award** - The written notice of the acceptance of the bid by the Owner to the successful bidder.

18. **Notice to Proceed** - Written communication issued by the Owner to the Trade Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.

19. **Owner or City** - The City of Black Hawk, Colorado, a home rule municipality. The Public Works Director, Project Manager, or their designee of the Owner is the Owner’s representative.

20. **Project** - Construction of the project described in Exhibit A.

21. **Shop Drawings** - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Trade Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.

22. **Site** - The lands and other places on, under, in, or through which the work is to be executed or carried out and any other lands or places provided by the Owner for the purposes of the contract together with such other places as may be specifically designed in the Contract Documents as forming part of the site.

23. **Special Conditions** - Supplemental conditions that apply to specific aspects of the project or modifications to the general conditions that are to be adhered to in the project.

24. **Subcontractor** - An individual, firm or corporation having a direct contract with the Trade Contractor or with any other subcontractor for the performance of a part of the work at the site.

25. **Substantial Completion** - That date as certified by the Owner when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.

26. **Supplier** - Any person, supplier, or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site. A supplier is not a subcontractor who purchases an item of equipment from a manufacturer.
27. **Trade Contractor** – The person, firm or corporation with whom the City of Black Hawk has executed this Agreement.

28. **Work** – All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project. The work and the project are used interchangeably to mean the same thing.

29. **Written Notice** – Any notice to any party of the Agreement relative to any part of the Agreement in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

**ARTICLE 3 - DESCRIPTION OF WORK AND SERVICES**

**Section 1. Drawings and Specifications.**

A. The intent of the drawings and specifications is that the Trade Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.

B. Two (2) copies of the drawings and specifications will be furnished to the Trade Contractor without charge upon request, and any additional copies which the Trade Contractor may request will be furnished at the cost of reproduction. The drawings and specifications are to be used only in connection with the work specified herein and, with the exception of the signed contract set and As-Built drawings, are to be returned at the completion of the contract.

C. In case of conflict between the drawings and specifications, the specifications will govern. In case of conflict between the special specifications and the general specifications, the special specifications shall govern. Figure dimension on drawings will govern over scale dimensions, and detailed drawings will govern over general drawings. Notwithstanding the above, a document which is more restrictive or requires greater responsibility or increased compliance by the Trade Contractor shall govern.

D. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Engineer and Owner, in writing, who will promptly resolve such inconsistencies or ambiguities in writing. Work done on unreported discrepancies, inconsistencies or ambiguities by the Trade Contractor shall be done at the Trade Contractor's risk.

E. The Trade Contractor may be furnished additional instructions and detail drawings, by the Engineer and Owner, as necessary to carry out the work required by the Contract Documents. All additional instructions and detail drawings shall be issued to the Trade Contractor by the Engineer and Owner.
F. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Trade Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

Section 2. Materials, Services and Facilities.

A. It is understood that, except as otherwise specifically stated in the Contract Documents, the Trade Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.

B. In addition to the requirements for major equipment items previously given, within fourteen (14) days after execution of the Contract, the Trade Contractor shall submit to the Owner and Engineer a complete listing of the manufacturers of each item of equipment or assembly fabricated off the site which are proposed to be furnished for the project, together with sufficient information, including shop assembly and detail drawings, manufacturers' specifications and performance data, to demonstrate clearly that the materials and equipment to be furnished comply with the provisions and intent of the Contract Documents. If the information shows any deviation from the Contract requirements, the Trade Contractor shall notify the Engineer and Owner of the deviation and state the reason for it in writing. Acceptance of substitute material or equipment that deviates from the specifications shall be determined by the Engineer and the Owner.

C. Only first class materials and materials which conform to the requirements of the specifications shall be incorporated in the work. All materials shall be new unless specified to be otherwise.

D. Trade Contractor shall furnish a written statement of the origin, composition, and manufacturer of any or all materials (manufactured, produced or grown) that are to be used in the work. The sources of supply of each material used will be approved by the Engineer and Owner before delivery is started. If, at any time, sources previously approved fail to produce materials acceptable to the Engineer or Owner, the Trade Contractor shall furnish materials from other approved sources.

E. Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. Material or equipment stored off-site shall be insured by the Trade Contractor. Proof of insurance shall be submitted to Engineer and Owner prior to request for payment for such material or equipment.

F. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

G. Materials, supplies, and equipment shall be in accordance with samples submitted by the Trade Contractor and approved by the Engineer and Owner.
H. Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Trade Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

I. The Trade Contractor shall retain, for the benefit of the Owner, all materials and supplies that are purchased for the project but are not used as a part of the project. The Owner may take any of the materials and supplies that are used in the project for any City purpose. Any materials and supplies not taken by the Owner shall be removed from the project site by the Trade Contractor.

Section 3. Shop Drawings.

A. The Trade Contractor shall submit shop drawings, samples and O&M manuals as may be necessary for the prosecution of the work as required by the Contract Documents on a timely basis so that the project schedule is not affected. The Engineer will promptly review all shop drawings. All such drawings will be approved and signed by the Engineer, and will be null and void unless authorized by such signature. The Engineer's approval of any shop drawing will not release the Trade Contractor from responsibility resulting from any deviations from the Contract Documents. The approval of any shop drawings which substantially deviates from the requirements of the Contract Documents shall be evidenced by a change order.

B. All drawings and details on items of major equipment will be reviewed by the Engineer only after the complete set of drawings and details covering the entire equipment package to be furnished under a particular major equipment item are submitted. Drawings submitted on a piecemeal basis covering only parts of the equipment package will be held for checking until the entire set of drawings are received.

C. The Trade Contractor shall also submit to the Engineer shop drawings showing detail of structural wood trusses, structural steel and concrete reinforcing steel, bending details, piping details, and of other items necessary for the proper installation of materials into the completed work, as provided by this Agreement.

D. The Trade Contractor shall make any indicated corrections on the drawings returned and shall resubmit corrected drawings until final approval is obtained.

E. The Trade Contractor shall have no claims for damages or extension of time on account of any delay in the work resulting from the rejection of material or from review, revision and resubmittal of drawings when the review, revision and resubmittal is due to changes to the original design documents, and other data for approval by the Engineer.

F. Each shop drawing shall be dated and shall be identified with the name of the project, the division, if any, the Contract item number, and the name of the Trade Contractor.

G. When submitted for the Engineer's review, shop drawings shall bear the Trade Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
H. The Trade Contractor shall submit the shop drawings in accordance with the general requirements.

I. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved sample shall be kept in good order by the Trade Contractor at the site and shall be available to the Engineer and Owner.

J. By approving and submitting shop drawings and samples, the Trade Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents.

Section 4. Records, Accounts and Audits.

A. The Trade Contractor agrees to keep one complete set of records and books of account on a recognized cost accounting basis (satisfactory to the Engineer), showing all expenditures, of whatever nature, made pursuant to the provisions of this Contract.

B. The Trade Contractor shall furnish the Engineer and Owner with such records, information and data as may be reasonable. The Engineer and Owner shall at all reasonable times be afforded the opportunity to inspect and/or audit the above-specified books and records of the Trade Contractor.

Section 5. Inspection and Testing.

A. All materials and equipment used in the construction of the project will be subject to adequate inspection and testing in accordance with generally accepted standards.

B. The Trade Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before materials are incorporated in the work.

C. The Owner will provide all inspection and testing services required by the Contract Documents, unless specifically noted in the contract specifications for special inspection and testing services, such as, by way of example, welding inspections on off-site assembly.

D. Neither observations by the Engineer and/or Owner, tests, nor approvals by persons other than the Engineer and Owner will relieve the Trade Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

E. The Engineer, the Owner, and their representatives shall, at all times, have access to the work and to locations where materials or equipment are being manufactured, stored, or prepared for use under these Contract Documents, and they shall have full facilities for unrestricted inspection of such materials, equipment, and work including full access to purchasing and engineering information to the extent of uncovering, testing, or removing portions of the finished work. The Engineer and Owner shall be furnished with such information as may be required regarding materials used and the process of manufacture.
for the various items of equipment. Inspections by the Engineer and Owner of equipment or materials during its manufacture will be performed by or for the Owner solely in an effort to detect discrepancies and defects as early as possible, when they can be most readily corrected, and the work thereby expedited. No acceptance of equipment or materials will be construed to result from such shop inspections by the Engineer and Owner. Any inspections or tests or waivers thereof will not relieve the Trade Contractor of responsibility for meeting all requirements of these Contract Documents.

F. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Trade Contractor shall provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

G. In case of disputes between the Trade Contractor and the Engineer as to materials furnished or manner of performing the work, the Owner will have authority to reject materials or suspend the work until the question at issue can be decided by the Owner. The Owner is authorized to revoke, alter, enlarge, relax or release any requirements of Project drawings and specifications, and to approve or accept any portion of the work, and to issue instructions contrary to the drawings and specifications.

Section 6. Construction Review

A. The Engineer will periodically observe the construction of all work covered by this Contract. The Engineer, on behalf of the Owner, shall be authorized to determine the amount or quantities of the several items of work which are to be paid for under this Contract; to order field changes within the scope of the Contract and to render decisions on any questions which may arise relative to the execution of the work covered by this Contract. The Engineer does not have authority to suspend work on the project. The Trade Contractor shall not suspend any portion of the work nor resume suspended work without the written authority of the Owner.

B. Neither Engineer's authority to act under the Contract nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Trade Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

C. Whenever in the drawings, plans or Contract Documents the terms "as ordered", "as directed", or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents. The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility for the project. Neither the Owner nor the Engineer will be responsible for the acts or omissions of the Contractor or any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
D. Periodic observation of the work in progress by the Engineer will be done whenever the Contractor is performing work that requires review as determined by the Engineer. The normal working time shall be during a regular 5-day, 40-hour work week, Monday through Friday. If the Trade Contractor elects to work more than 40 hours per week and observation is required during this overtime work as determined by the Engineer, the Engineer shall be paid by the Trade Contractor at the rate as specified in the Engineer’s billing schedule for all review time required over the normal 5-day, 40-hour week. If the Engineer or his authorized representative is called to the job site to address problems created by the Trade Contractor, he will be paid by the Trade Contractor at the same rate as for overtime review as stated above. This payment shall be made by a credit to the Owner, and then the Engineer shall bill the Owner for the same.

E. If any work has been covered which the Engineer has not been specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered work be inspected or tested, the Trade Contractor at the Engineer’s request shall uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Trade Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Trade Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order will be issued.

Section 7. Surveys, Permits and Regulations.

A. The Owner will furnish all land surveys together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents. The Trade Contractor shall provide detailed construction staking.

B. At the beginning of the construction or as the work progresses, the Engineer at the Owner’s expense shall install property corners and set bench marks.

C. Any additional surveying or re-surveying shall be done by the Trade Contractor or by the Engineer at the Trade Contractor’s expense. Bench marks and survey stakes shall be preserved by the Trade Contractor and in case of their destruction, or removal by him, his employees, or others, they shall be replaced by the Engineer at the Trade Contractor’s expense and his Sureties shall be liable therefor.

D. The Trade Contractor shall be responsible for elevations used in computing his bid.

E. The Trade Contractor shall secure and pay for all necessary permits, fees and licenses in connection with the performance of its work and shall pay all municipal and other governmental fees in connection therewith except those expressly provided by the specifications as being the responsibility of the Owner, and shall furnish at its expense any and all bonds and cash or other deposits required by law or required by any lawful body having the right to make demand therefor.
F. Trade Contractor shall specifically be responsible for registering with the City Clerk pursuant to Article VII of Chapter 6 of the Black Hawk Municipal Code, and shall further be responsible for requiring that all subcontractors register with the City Clerk pursuant to Article VII of Chapter 6 of the Black Hawk Municipal Code, and pay the necessary registration fee. The Trade Contractor shall similarly require that each subcontractor provide any required certificate of insurance to the City Clerk pursuant to Section 6-222 of the Black Hawk Municipal Code.

G. The Owner will provide rights-of-way and permanent and temporary easements as shown on the plans for construction purposes. Any additional land actually needed by the Trade Contractor for the performance of the work, proper location of his plant and equipment, or the storage of materials and supplies for the work, shall be furnished by the Trade Contractor.

Section 8. Protection of Work, Property and Persons.

A. The Trade Contractor shall be responsible for initiating and maintaining all safety precautions and programs in connection with the work. Neither the Owner nor the Engineer will be responsible for Trade Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. The Trade Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

B. The Trade Contractor shall at all times consult with and obtain the approval of the Owner for the storage of material, operation of equipment, placing of temporary structures or dispositions of any surplus or waste materials upon property of the Owner anywhere outside the limits of construction. The Trade Contractor shall comply with all state, federal and local laws related to the storage or placement of any supplies, equipment, structures, or any other materials.

C. The Trade Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the work may affect them. The Trade Contractor shall remedy at his expense all damage, injury, or loss to any property or person caused, directly or indirectly, in whole or in part, by the Trade Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Trade Contractor. Notwithstanding the provisions of C.R.S. § 13-20-802.5(2), for purposes of this Contract, the measure of damages shall
never be deemed to be the fair market value of the real property without an alleged construction defect.

D. The Trade Contractor shall observe all rules and regulations of the health department having jurisdiction and shall take precautions to avoid creating unsanitary conditions.

E. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Trade Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss.

F. The Trade Contractor shall at all times conduct and work in such a manner as to cause the least inconvenience and greatest protection to the general public. The Trade Contractor shall furnish and maintain barricades, warning signs, red flags, lights, and temporary passageways as may be necessary to protect the work and to safeguard the public. The cost of furnishing and maintaining the above facilities shall be incidental to the contract and no extra compensation for it will be allowed.

G. Throughout the performance of the work or in connection with this Contract, the Trade Contractor shall construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for public and private traffic. The material excavated from trenches shall be compactly deposited along the sides of the trench or elsewhere in such a manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other Trade Contractors, or to the City.

H. In performing the work, the Trade Contractor shall take the necessary action, including making arrangements with the owners or operators of existing power, cable and telephone lines, fiber-optic and telemetry lines, gas, water, sewer and other utilities or installations that may be encountered, whether privately or publicly owned, to prevent interference with the conditions, operations and maintenance of the respective utilities in a manner satisfactory to the owners, or operators of the respective utilities. Relocation or repair of utilities encountered even though not shown on the plans, shall be the responsibility of the Trade Contractor. The cost of the above measures, including maintaining of guards, watchmen, signals, barricades and temporary structures, making any necessary repairs and other cooperative or corrective work shall be borne by the Trade Contractor and shall be included in the prices bid for the related items of work. Neither the Owner nor the Engineer shall be responsible to the Contractor for the existence of utilities not shown on the plans or drawings and the Trade Contractor remains obligated under this paragraph for all hidden utilities.

I. The Trade Contractor shall be responsible for the preservation of all private or public property along and adjacent to the work and shall take all necessary precautions to prevent damage or injury thereto. Such preservation and protection shall include but not be limited to, trees, stone walls, fences, mail boxes, monuments, irrigation ditches, driveways, road access culverts, underground pipelines and structures. Such preservation and protection shall apply to all underground pipelines and utilities whether public, private or individually owned that are in or adjacent to the right-of-way. When direct or indirect damage is done to public or private property on account of the act, omission, neglect or misconduct in the prosecution or non-prosecution of the work on the part of
the Trade Contractor, such property shall be restored by the Trade Contractor at the Trade Contractor's expense to a condition similar or equivalent to that which existed before such damage or injury was done, and brought up to current codes if applicable. The Trade Contractor shall be responsible for making all arrangements at his own expense for moving and operating equipment at temporary crossings of telephone and transmission lines, railroad tracks, irrigation ditches and pipelines.

Section 9. Communication with the Owner and Engineer.

The Trade Contractor shall designate a responsible member of its organization at the site, whose duty shall be designated as the contact person for all communication between the Owner or Engineer and the Trade Contractor. Said designated representative shall also be responsible to attend such meetings as may be required to insure coordination and adequate performance of the work.

Section 10. Scope of Work.

The scope of work is described in the Contract Documents which are appended hereto and incorporated herein by this reference as Exhibit A.

Section 11. Trade Contractor's Responsibility.

A. The Trade Contractor shall be responsible for all the work under this Contract until completion and final acceptance by the Owner.

B. The Trade Contractor shall supervise and direct the work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

C. The Trade Contractor shall employ on the work only such persons who are competent and skilled in their assignments. Any employee who obstructs the progress of the work through incompetence or other means or conducts himself improperly shall be discharged or removed from the work when so requested by the Owner. This section shall not create a duty for the Owner to evaluate or assess the competence or skills of the Trade Contractors employees.

D. The Trade Contractor warrants that all materials and equipment furnished and incorporated by him in the project shall be new, unless otherwise specified, and that all work under this Trade Contract shall be of good quality, free from fault and defects and in conformity with the Contract Documents. All work not conforming to these standards shall be considered defective. The warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

E. The Trade Contractor agrees that if he should fail or neglect to prosecute the work diligently and properly, or fail to perform any provisions of this Trade Contract, that the Owner, after three (3) days written notice to said Trade Contractor may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payments then or thereafter due to the Trade Contractor pursuant to this Contract.
F. Tools furnished with any equipment may be used for erection purposes when approved by the Owner and shall be turned over to the Owner after completion of the erection in a condition acceptable to the Owner. In case of rejection by the Owner, the Trade Contractor shall replace the tool or tools at no extra cost to the Owner.

G. Upon completion and before final acceptance of the work, the Trade Contractor shall remove from the site of the work and property of the Owner, all machinery, equipment, surplus materials, rubbish, barricades, signs and temporary structures and shall leave the premises in a condition which is satisfactory to the Owner.

H. The Trade Contractor shall keep one as-built set of the Contract Documents annotated to show all changes made during construction.

I. The Trade Contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the Trade Contractor.

J. Upon completion of the work, the Trade Contractor shall, at his or its expense, remove from the vicinity of the work, all plant, buildings, rubbish, unused materials, concrete forms and other like material, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the Owner and the Trade Contractor, his Surety or Sureties, shall be liable for the cost thereof. Also during the construction of the work, the site, partially finished structures, and material stockpiles shall be kept in a reasonable state of order and cleanliness.

Section 12. Changes in the Work.

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Construction Change Directive, or Order for a Minor Change in the Work, subject to the limitations stated in this Article and elsewhere in the Contract Documents.

1. A Change Order shall be based upon agreement among the Owner, Contractor, and Engineer; a Construction Change Directive requires agreement by the Owner and Engineer and may or may not be agreed to by the Contractor; a Field Order may be issued by the Engineer or Owner alone.

2. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Trade Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or Field Order.

3. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted; provided
however, that Owner may increase the number of units without change in the unit price if reasonable.

B. CHANGE ORDERS. The Contract Sum and the Contract Time may be changed only by Change Order. Methods used in determining adjustments to the Contract Sum may include those listed in Subsection C below. A Change Order is a written order to the Contractor, signed by the Contractor, the Owner and the Engineer, stating their agreement upon all of the following:

1. A change in the Work;
2. The amount of the adjustment in the Contract Sum, if any; and
3. The extent of the adjustment in the Contract Time, if any.

C. CONSTRUCTION CHANGE DIRECTIVES. A Construction Change Directive is a written order directed to the Contractor and signed by the Owner and Engineer, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

1. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

2. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
   a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
   b. By unit prices stated in the Contract Documents or subsequently agreed upon;
   c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
   d. By the method provided in Subparagraph (C)(5).

3. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the work involved and advise the Engineer and Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

4. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and
Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

5. If the Contractor does not respond promptly to the Construction Change Directive or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Engineer or Owner on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Sum, a percentage fee for overhead and profit not to exceed five percent (5%) of such work’s actual cost for Contractor and ten percent (10%) of such work’s actual cost to be apportioned between any and all subcontractors and sub-subcontractors. For work performed by Contractor’s own forces, Contractor’s mark-up shall be limited to actual cost plus a percentage fee for overhead and profit not to exceed ten percent (10%). In such case, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting of actual costs together with appropriate supporting data. For the purposes of this Subparagraph, actual costs shall be defined as and limited to the following:

a. Costs of labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers’ compensation insurance;

b. Costs of materials, supplies, and equipment, including costs of transportation, whether incorporated or consumed;

c. Reasonable rental costs of machinery and equipment, exclusive of hand tools, obtained and used specifically for such work, whether rented from the Contractor or others; and

d. Costs of premiums for all bonds (if any), permit fees, and sales, use or similar taxes directly attributable to such work. Actual cost does not include any item which could be deemed to be a general conditions cost or overhead, such as but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses.

6. Pending final determination of actual cost to the Owner, amounts not in dispute may be included in applications for payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

7. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be determined in accordance with Article 5 hereof.
8. When the adjustments in the Contract Sum and Contract Time are determined as provided herein, such determination shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

D. MINOR CHANGES IN THE WORK

1. The Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

2. The Owner may at any time as the need arises, order changes within the scope of work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents or in the time required for performance of the work, and equitable adjustment will be authorized by change order.

3. The Owner also may, at any time, by issuing a field order, make changes in the details of the work. The Trade Contractor shall proceed with the performance of any changes in the work so ordered by the Owner unless the Trade Contractor believes that such field order entitles him to a change in contract price or time, or both, in which event he shall give the Owner written notice thereof within ten (10) days after the receipt of the ordered change, and the Trade Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.


In case of conflict between this Contract, the general conditions of the contract for construction, and the supplementary conditions, this Contract will govern.

ARTICLE 4 – TRADE CONTRACTOR’S CONSTRUCTION SCHEDULE

Section 1. Preconstruction Conference.

A preconstruction conference shall be scheduled at the time the Notice of Award is issued. The Trade Contractor, at the preconstruction conference, shall prepare and submit for the Owner's and the Engineer's review and concurrence a Trade Contractor's construction schedule for the Work, in such form and detail as the Owner may require. The schedule shall not exceed time limits under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire project to the extent required by the Contract Documents, and shall provide for the expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days for submission to Engineer with Trade Contractor's applications for payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such time stated in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the
Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), the Trade Contractor shall submit to Engineer and Owner for their review and approval, a narrative description of the means and methods which Trade Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Trade Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Trade Contractor shall not be entitled to an adjustment in the Contract Sum or the Schedule.

Section 2. Schedule of Submittals.

The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals.

Section 3. Conformance to Schedule.

The Contractor shall conform to the most recent schedules.

ARTICLE 5 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Trade Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Trade Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed.

C. If the Trade Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner through a Change Order or Construction Change Directive, then the Trade Contractor shall pay to the Owner the amount of liquidated damages and not as penalty the sum of One Hundred Dollars ($100) for each calendar day that the Trade Contractor shall be in default after the time stipulated in the Contract Documents.

D. The Owner will charge the Trade Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the Owner in connection with any work accomplished after the specified completion date.

E. The Trade Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Trade Contractor has promptly given written notice of such delay to the Owner.
1. To any preference, priority or allocation order duly issued by the Owner.

2. To unforeseeable causes beyond the control and without the fault or negligence of the Trade Contractor, including, but not restricted to, unforeseen conditions, acts of God, or of the public enemy, acts of the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

3. To any delays of subcontractors occasioned by any of the causes specified in subparagraphs 1 and 2 of this paragraph E.

F. The Trade Contractor waives any right of recovery or reimbursement or by whatever name, as against the Owner or the Engineer, as a result of any delay or increase on overhead cost incurred by the Trade Contractor's association with any action or inaction on the part of any other trade contractor or supplier.

**ARTICLE 6 - CONTRACT SUM**

Section 1. Monthly or Progress Payments.

A. The City Council of the City of Black Hawk has appropriated the money necessary to fund this project. The Owner shall pay the Trade Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed **Sixty Three Thousand Three Hundred and Forty Five Dollars ($63,345)** (the "Original Contract Amount"). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement, to exceed the amount appropriated for the Original Contract Amount, unless the Trade Contractor is given written assurance by the City of Black Hawk that lawful appropriations have been made by the City Council of the City of Black Hawk to cover the cost of the additional work.

B. The Engineer has, by separate agreement with the Owner, agreed to include in its monthly work estimate to the Owner, a review of the Trade Contractor’s estimates of the value of all work, labor, and materials of the Trade Contractor incorporated into the Project. The Trade Contractor hereby agrees that estimates provided to the Engineer for review for the Owner shall be for work actually performed upon the Project and that all such work, including labor and materials, have been paid. The determination of the amount of work completed on each application for payment by the Trade Contractor shall be reviewed and certified by the Engineer and shall thereafter be subject to approval by the Owner. Such determination, however, by the Engineer or approval by the Owner shall not be construed as acceptance of the work.

1. Before the first application for payment, the Trade Contractor shall submit to the Engineer and Owner a schedule of values to be allocated to the various portions of the Work, which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to subcontractors, supported by such evidence of correctness as the Engineer may direct. This schedule, when approved by the Engineer, shall be used to monitor the progress of the Work and as a basis for making progress...
payments hereunder. Application for monthly progress payments shall be made in writing in accordance with this Contract and shall be submitted on AIA Document G702 and AIA Document G703 and shall be submitted to the Owner on or before the twentieth (20th) day of each month. Applications received on time will be paid on or before the twentieth (20th) day of the following month, providing that the Owner approves such recommendations of the Engineer. Applications received after the twentieth (20th) day of each month shall be paid after the Owner’s next pay period.

2. Pursuant to Colo. Rev. Stat. § 24-91-103, as may be amended, where the Original Contract Amount exceeds one hundred fifty thousand dollars ($150,000.00), the Owner may retain up to five percent (5%) of the calculated value of completed work from each progress payment up until the contract is completed satisfactorily and finally accepted by the Owner. If the Owner finds satisfactory progress is being made in any phase of the contract, the Trade Contractor may make written request of the Owner for payment of the withheld percentage. The Owner may agree to payment of the withheld percentage if the Owner finds satisfactory and substantial reasons exist for the payment. The Trade Contractor must provide written approval to the Owner from any surety furnishing bonds for the contract work in order to receive said payment of the withheld percentage.

3. Upon receipt of written notice from the Trade Contractor that his work is ready for final inspection and acceptance by the Owner and upon receipt of final application for payment, the Owner will promptly make such final field review subject to the final payment requirements contained in Colo. Rev. Stat. § 38-26-107, as amended. If the Engineer finds that the work is acceptable under the Contract Documents, he will recommend to the Owner that a final certificate of payment be issued. Neither final payment nor the remaining retention shall become due until the Trade Contractor submits to the Engineer an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work, have been paid or otherwise satisfied. Likewise, final payment shall not be made until the consent of the surety to final payment has been obtained, and if required by the Owner, such other data establishing payment or satisfaction of all obligations, including releases, final lien waivers, and receipts and warranties, if any, have been provided to the Engineer for the use and benefit of the Owner. Should any subcontractor of the Trade Contractor or supplier of said Trade Contractor refuse to furnish any warranty and/or release or waiver, the Owner in its sole discretion, may refuse to certify final payment. The Trade Contractor may then furnish sufficient bonds satisfactory to the Owner to indemnify the Owner against any such liens.

4. Notwithstanding anything else to the contrary contained herein, such final payment by the Owner shall not be construed as a waiver of any claims affecting or arising from:

a. Unsettled liens;

b. Faulty or defective work appearing after substantial completion;
c. Failure of the work to comply with the requirements of the Contract Documents;

d. Terms of any special warranties required by the Contract Documents.

5. The acceptance by the Trade Contractor of final payment shall be and shall operate as a release to the Owner from all claims and all liability to the Trade Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of the work other than claims in stated amounts as may be specifically expected by the Trade Contractor with the consent of the Owner. Any payment, however, final or otherwise, will not release the Trade Contractor or his sureties from any obligations under the Contract Documents or the performance bond and labor and material payment bond.

ARTICLE 7 - CORRECTION OF WORK

A. During the life of the Contract and for a period of two (2) years after substantial completion, the Trade Contractor shall promptly remove from the premises all work rejected by the Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Trade Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other trade contractors destroyed or damaged by such removal or replacement. The Owner, however, may at its discretion elect to accept an equitable reduction in price or a refund instead of correction of the condemned work.

B. All removal and replacement work shall be done at the Trade Contractor's expense. If the Trade Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials all at the expense of the Trade Contractor.
ARTICLE 8 - TEMPORARY FACILITIES AND SERVICES

Unless otherwise provided in this Contract, the Trade Contractor shall furnish and make available, at no cost, all temporary facilities, including sanitary facilities and all power needed for heating and protection of facilities and work. It is the expressed intent of the parties that the Trade Contractor shall be responsible for and at its sole cost all heating and protection of facilities and work.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

Section 1. Indemnification.

The Trade Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their insurers, from and against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Trade Contractor, the Trade Contractor’s employees, subcontractors or anyone else employed directly or indirectly by the Trade Contractor, Trade Contractor’s employees or subcontractor.

The Trade Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims or demands at the sole expense of the Trade Contractor, or at the option of the City, Trade Contractor agrees to pay the City or reimburse the City for defense costs incurred by the City in connection with any such liability, claims, or demands. The Trade Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 2. Insurance.

A. The Trade Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Trade Contractor pursuant to Section 1 above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. The Trade Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract,
the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Trade Contractor pursuant to Section 1 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of Five Hundred Thousand Dollars ($500,000) each incident, Five Hundred Thousand Dollars ($500,000) disease—policy limit, and Five Hundred Thousand Dollars ($500,000) disease—each employee.

2. General Public Liability Insurance to be written with a limit of liability of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than Two Million Dollars ($2,000,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident and not less than Two Million Dollars ($2,000,000) for all damages arising out of injury to, or destruction of property, including the City's property, during the policy period. The General Public Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.

3. Protective Liability and Property Damage insurance covering the liability of the Owner, including any employee, officer or agent of the Owner with respect to all operations under the Contract by the Trade Contractor or his sub-contractors shall be obtained and maintained during the life of the contract. The limits of the Owner's Protective Liability Policy, to be provided by the Trade Contractor, as described in this Section 2, shall be increased to the same limits as described above for the Trade Contractor's General Public Liability Insurance.

4. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000) each occurrence and One Million Dollars ($1,000,000) aggregate with respect to each of the Trade Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Trade Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Trade Contractor providing services to the Owner under this contract.
C. To the extent that liability results from the acts or omissions of the Trade Contractor, all Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s), the Owner, whether private or governmental, the Owner's officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies), or entity(ies) deemed necessary by the Owner. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

D. The insurance provided by the Trade Contractor shall be primary to insurance carried by the Owner, the Engineer, and all other additional insureds, and the principal defense of any claims resulting from the Trade Contractor's obligations under the Contract shall rest with the Trade Contractor's Insurer.

Section 3. Certificates of Insurance.

A. The certificate of insurance provided by the Trade Contractor shall be completed by the Trade Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Owner prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Owner. The completed certificate of insurance shall be sent to:

Director of Public Works  
City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422

B. Failure on the part of the Trade Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Owner may immediately terminate this contract, or at its discretion the Owner may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Owner shall be repaid by the Trade Contractor to the Owner upon demand, or the Owner may offset the cost of the premiums against any monies due to the Trade Contractor from the Owner.

C. The Owner reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. The parties hereto understand and agree that the Owner is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently Three Hundred Fifty Thousand Dollars ($350,000) per person and Nine Hundred Ninety Thousand Dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Owner, its officers or employees.
ARTICLE 10 - PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS

The Trade Contractor shall within ten (10) days after the receipt of a notice of award, furnish the Owner with a performance bond and a payment bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Trade Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Trade Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Trade Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Trade Contractor. If at any time a surety on any such bond is declared bankrupt, or loses its right to do business in the State of Colorado, or is removed from the list of Surety Companies accepted on Federal Bonds, the Trade Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Trade Contractor. No further payments will be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

ARTICLE 11 - CLAIMS AND DISPUTES

A. Definition. A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "claim" also includes other disputes between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

B. Decision of Engineer or Architect. Claims may, upon request of both the Contractor and the Owner, be referred initially to the Engineer or Architect for action as provided in Article 3, Section 12.

C. Time limits on Claims. Claims by either party must be made within 21 days after occurrence of the event giving rise to such claim or within 21 days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is later. An additional claim made after the initial claim has been implemented by change order will not be considered unless submitted in a timely manner.

D. Continuing Contract Performance. Pending final resolution of a claim, including litigation, unless otherwise directed by Owner in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

E. Waiver of Claims: Final Payment. The making of Final Payment shall constitute a waiver of claims by the Owner except those arising from:

1. Liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;
2. Failure of the Work to comply with the requirements of the Contract Documents;

3. Terms of special warranties required by the Contract Documents; or

4. Faulty or defective work appearing after Substantial Completion.

F. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. Site conditions which an experienced and prudent contractor could have anticipated by visiting the site, familiarizing himself with the local conditions under which the Work is to be performed and correlating his observations with the requirements of the Contract Documents shall not be considered as claims for concealed or unknown conditions, nor shall the locations of utilities which differ from locations provided by the utility companies. The Engineer or Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or the required time for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer or Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer or Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Engineer or Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Engineer or Architect for initial determination, subject to further proceeding pursuant to these Contract Documents.

G. Claims for Additional Cost. If the Contractor wishes to make claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Engineer or Architect. No such claim shall be valid unless so made. Prior notice is not required for claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Engineer or Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Engineer or Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension, or (7) other reasonable grounds, claim shall be filed in accordance with the procedure established herein. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order or Construction Change Directive.
H. Claims for additional time. If the Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one claim is necessary.

I. Injury or damage to person or property. Subject to the Parties' obligations and responsibilities under the Contract Documents in general and Article 9 hereof in particular, if either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be filed as provided in Article 3, Section 12.

**ARTICLE 12 - RESOLUTION OF CLAIMS AND DISPUTES**

A. The Engineer (if the matter is referred to the Engineer for initial decision) will review claims and take one or more of the following preliminary actions within ten (10) days of receipt of a claim: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Engineer expects to take action; (3) reject the claim in whole or in part, stating the reasons for rejection; (4) recommend approval of the claim by the other party; or (5) suggest a compromise. The Engineer may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

B. If a claim has been resolved, the Engineer (or at the Owner's option, Owner), will prepare or obtain appropriate documentation.

C. If a claim has not been resolved, the party making the claim shall within ten (10) days after the Engineer's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Engineer; (2) modify the initial claim; or (3) notify the Engineer that the initial claim stands.

D. If a claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Engineer, the Engineer will notify the parties in writing that the Engineer's decision will be made within seven (7) days, which decision will be considered advisory only and not binding on the parties in the event of litigation in respect of the claim. Upon expiration of such time period, the Engineer will render to the parties the Engineer's written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Trade Contractor's default, the Engineer may, but is not obligated to, notify the surety and request the surety's assistance in resolving the claim.

E. The dispute clause does not preclude the considerations of questions of fact or law in connection with decisions provided for in Paragraph A above. Nothing in this Agreement, however, shall be construed as making final a decision of an administrative official, representative or City Council on a question of fact or law.
F. As between the parties of this Agreement, as to all acts or failure to act by either party of this Agreement, any applicable statute of limitation shall commence to run from the date of the agreed party's discovery of such act or failure to act.

G. The Trade Contractor shall give written notice to the Owner within ten (10) days of any dispute/claim arising under this Contract upon which the Trade Contractor seeks compensation or change from the Contract Documents; otherwise, the Trade Contractor's dispute/claim shall be deemed waived. Said ten (10) days written notice shall not be deemed to run from the date of discovery in this instance but from the date the dispute/claim has arisen.

ARTICLE 13 - TERMINATION

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be effected unless the other party is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be suspended or terminated in whole or in part, in writing, by the Owner for its convenience; provided that no such termination may be effected unless the Trade Contractor is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to suspend or terminate; and (2) an opportunity for consultation with the Owner prior to suspension or termination.

C. Suspension for Convenience: The Owner, for its own convenience, may suspend the contract in whole or in part at any time by written notice to the Trade Contractor. Such notice shall state the extent and the effective date of such suspension, and on the effective date thereof the Trade Contractor shall promptly suspend such work to the extent specified, and during the period of such suspension shall properly care for and protect all work and materials, housing and equipment on hand for construction under the contract. The Trade Contractor also shall promptly supply the Owner with copies of all outstanding orders for materials, equipment and services, and shall take such action relative to such orders as may be directed by the Owner. If the performance of the work is thus suspended, the Trade Contractor shall be entitled to be reimbursed for all additional expense incurred by reason of such suspension as agreed upon by the Trade Contractor and the Owner.
D. Termination for Convenience:

1. The Owner may for its own convenience terminate work under the contract in whole or in part at any time by written notice to the Trade Contractor. Such notice shall state the extent and effective date of such termination and on the effective date thereof, the Trade Contractor will, and as to the extent directed, stop work under the contract and the placement of further orders of subcontracts under the contract, terminate work under order and subcontracts under the contract, and take any necessary action to protect property in the Trade Contractor’s possession in which the Owner has or may acquire an interest.

2. In the event of such termination, the Owner shall pay to the Trade Contractor: (1) its direct costs (excluding overhead) for all work done in conformity with the Contract to the effective date of such termination and (2) other costs pertaining to the work which the Trade Contractor may incur as a result of such termination, all as approved by the Owner plus ten percent (10%) of such costs (excluding costs under (2) above) for overhead and profit, provided, however, that in no event shall the total amount to be paid under this Article 13, Section D.(2) plus payments previously made, exceed the lesser of (a) the total aggregate contract price specified in the Trade Contract; or (b) that proportion of the aggregate total contract price specified in the date of termination bears to the entire work to be performed hereunder. Any payment under this Article 13, Section D.(2) shall be made upon the expiration of the period within which liens may be filed under the laws of the state of Colorado, subject, however, to withholding by the Owner for the reasons and in the manner provided in those provisions pertaining to withholding of payments for liens.

E. Termination for Default:

1. The Owner shall have the right to terminate the employment of the Trade Contractor after giving ten (10) days written notice of the termination to the Trade Contractor in the event of any default by the Trade Contractor. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Trade Contractor whenever he shall:

   a. Disregard or violate important provisions of the Contract Documents or the Owner's instructions, or fail to prosecute the work according to the agreement schedule of completion, including extensions thereof;

   b. Fail to provide a qualified representative, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefor; and

   c. Fail to submit a completion schedule within fourteen (14) days after award of contract.
2. Upon termination of the contract by the Owner for default by the Trade Contractor, no further payments shall be due to the Trade Contractor until the work is completed. If the unpaid balance of the contract amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Trade Contractor. If the cost of completing the work shall exceed the unpaid balance, the Trade Contractor shall pay the difference to the Owner. The amount of the cost incurred by the Owner in implementing the work, and the damage incurred through the Trade Contractor's default, shall be approved by the Owner.

3. The provisions of this Article 13, Section D.(2) shall not apply in the event of default of the Trade Contractor; provided, however, that the provisions of Article 13, Section D.(2) shall apply in the event of substantial failure by the Owner to fulfill its obligations under this Agreement.

**ARTICLE 14 - SIMULTANEOUS WORK BY OTHERS**

A. The Owner reserves the right to let other contracts in connection with this project. The Trade Contractor shall afford other trade contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

B. If the proper execution or results of any part of the Trade Contractor's work depends upon the work of any other trade contractor, the Trade Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. Failure of the Trade Contractor to so inspect and report defects shall constitute an acceptance of the other trade contractors' work as fit and proper for the addition of his work thereto, except as to defects which may develop in the other trade contractors' work after the execution of his work.

C. The Trade Contractor shall coordinate his operations with those of other trade contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work.

D. The Trade Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other trade contractors and shall notify the Engineer immediately of lack of progress, defective workmanship, or lack of coordination on the part of other trade contractors. Failure of the Trade Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress, defective workmanship, or lack of coordination by others shall be construed as acceptance by him of the work and the status of work as being satisfactory for proper execution of his own work.

E. All materials and labor shall be furnished at such times as shall be for the best interest of all trade contractors concerned, to the end that the combined work of all may be properly and fully completed on time per this Trade Contractor Agreement.
F. Nothing herein shall be construed in any way as giving the Trade Contractor a claim as against the Owner and the Engineer resulting in any revised schedule based upon delay caused by any other trade contractor or supplier.

**ARTICLE 15 - SUBCONTRACTING**

A. The Trade Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

B. Before execution of the contract, the Trade Contractor shall submit the names of all subcontractors, including contact persons, phone numbers, e-mail addresses, and addresses to the Engineer or Architect and Owner. The Trade Contractor shall also promptly notify all parties of any changes in subcontractors or subcontractor contact information.

C. The Trade Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

D. The Trade Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Trade Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors and to give the Trade Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Trade Contractor under any provision of the Contract Documents.

E. Nothing contained in this Contract will create any contractual relation between any subcontractor and the Owner.

**ARTICLE 16 - GUARANTY**

A. The Trade Contractor shall guarantee all materials and equipment furnished and work performed for a period of two (2) years from the date of substantial completion of the Contract by the Owner that the work is free from all defects due to faulty materials or workmanship and that the Trade Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Trade Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Trade Contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the guarantee period.

B. Whenever in the specifications a guarantee or maintenance bond is required to be furnished for any item of equipment, material or portion of the work, such guarantee shall be submitted to the Owner and a written approval will be issued to the Trade Contractor before any such equipment, material or construction is ordered and incorporated in work by the Trade Contractor.
ARTICLE 17 - SALES TAX

The Trade Contractor and all of his subcontractors must make application to the Colorado State Department of Revenue for a certificate of exemption to permit the purchase of building materials for the construction of this project without payment of the sales tax. Prior to the start of construction, the Trade Contractor shall furnish copies of such certificates to the Owner. Applications and certificates must be on forms provided by the Department of Revenue.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

A. This Agreement is made and entered into subject and conformable to the laws of the State of Colorado and the Charter of the City of Black Hawk. To the extent any provision hereof is inconsistent with said laws and Charter, said laws and Charter shall control.

B. The Trade Contractor shall comply with all federal and state laws and local ordinances and regulations which affect those engaged or employed in the work or which affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the Owner and the Engineer against any claim or liabilities arising solely from or based solely on the violations of such law, ordinance, regulation, order or decree, whether by itself, its subconsultants, agents, or employees.

C. The Trade Contractor shall take affirmative action to not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or handicap, if otherwise qualified.

D. In the event any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

E. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

F. The Owner and the Trade Contractor each binds itself and its partners, successors, executors, administrators, and assigns to this Agreement. Neither the Owner nor the Trade Contractor will assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

G. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Owner and the Trade Contractor.

H. Illegal Aliens.

1. Certification. By entering into this Agreement, Trade Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Trade
Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Trade Contractor shall not:

a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

i. Notify the subcontractor and the City within three (3) days that Trade Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Trade Contractor shall not terminate the contract with the subcontractor 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 who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made
in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

I. Keep Jobs in Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. 8-17-101 et seq. (the “Act”) and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the “Rules”), the Contractor shall employ Colorado labor to perform at least eighty percent (80%) of the work and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, “Colorado labor” means any person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide qualification. A resident of the state is a person who can provide a valid Colorado driver’s license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty (30) days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed Five Hundred Thousand Dollars ($500,000) in the aggregate for any fiscal year.
ARTICLE 19 - ATTACHMENTS, SCHEDULES AND SIGNATURES

It is further mutually agreed that this Agreement and the Contract Documents constitute the entire Agreement between the Owner and the Trade Contractor and supersede all prior or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written amendment.

IN WITNESS WHEREOF the parties hereto each herewith subscribe the same.

CITY OF BLACK HAWK, COLORADO

By: ____________________________
    David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

TRADE CONTRACTOR

By: Marine Diving Solutions

Name: Ian Stephens

Title: Owner

STATE OF COLORADO )

COUNTY OF }

ss.

The foregoing instrument was acknowledged before me this 14 day of December, 2015 by Ian T. Stephens, as Owner of Marine Diving Solutions.

My commission expires: 12/4/2018

Witness my hand and official seal.

KATHRYN LEIGH KILPATRICK

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID 20144046528

My commission expires 12/04/2018

35

12/4/15

482 of 813
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Marine Diving Solutions  
(Prospective Contractor)

TO: City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422

Project Name Dory Hill Finished Water Storage Tank Interior Blast and Recoat

Bid Number ___________________________ Project No. ___________________________

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this ___ day of ___ , 20__.

Prospective Contractor

By: ____________________________________________

Title: ____________________________________________
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, __________________________, am a sole proprietor doing business as __________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, __________________________, am an owner/member/shareholder of __________________________, a [specify type of entity - i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, __________________________, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- A valid Colorado Driver’s license or a Colorado identification card
- A United States military card or a military dependent’s identification card
- A United States Coast Guard Merchant Mariner card
- A Native American tribal document or
- In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

_________________________  ________________
Signature                        Date
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, Ian Stephens, as a public contractor under contract with the City of Black Hawk (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

[Contractor Signature]

[Date] 12/4/15

STATE OF COLORADO

COUNTY OF Arapahoe

The foregoing instrument was subscribed, sworn to and acknowledged before me this 4 day of December, 2015, by Ian T. Stephens as owner of Marine Diving Solutions.

My commission expires: 12/08/2018

(S E A L)

KATHRYN LEIGH KILPATRICK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144046528
MY COMMISSION EXPIRES 12/08/2018

12/4/15

485 of 813
**ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION**

**Documents that Serve to Prove Citizenship/Lawful Presence and Identification:**

- Colorado Driver’s License or Identification Card
- Out of State driver’s license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

**Documents that Only Serve to Prove Citizenship/Lawful Presence:**

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

**Documents that Serve to Prove Identification:**

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
## Scope of Work

<table>
<thead>
<tr>
<th>Interior Re-coating (10-15 working days and 5-7 additional days cure time at 70 degrees)</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The surface of the tank interior including walls, ceiling, floor, and structural supports shall be media blast cleaned per SSPC-SP10 Near White Metal.</td>
<td>Proposal Total $59,000</td>
</tr>
<tr>
<td>2. The surface of the tank interior including walls, ceiling, floor, and structural supports shall be blown down with clean compressed air to remove spent abrasive and dust.</td>
<td></td>
</tr>
<tr>
<td>3. The spent media abrasive and dust shall be left on site or will be put into a waste disposal container provided by the city/owner.</td>
<td></td>
</tr>
<tr>
<td>4. All coatings shall be mixed and applied in accordance the product data sheets.</td>
<td></td>
</tr>
<tr>
<td>5. The surface of the tank interior including walls, ceiling, floor, and structural supports shall receive one (1) prime coat of NSF 61 Sherwin Williams Epoxy Primer at 4.0-5.0 mils DFT.</td>
<td></td>
</tr>
<tr>
<td>6. The surface of welds shall receive one (1) stripe coat of epoxy primer.</td>
<td></td>
</tr>
<tr>
<td>7. The surface of the tank interior including walls, ceiling, floor, and structural supports shall receive one (1) finish coat of NSF 61 Sherwin Williams Epoxy Primer at 4.0-5.0 mils DFT.</td>
<td></td>
</tr>
<tr>
<td>8. The tank interior shall be inspected for “holidays” or voids per NACE SP0188.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Disinfection of the tank to AWWA No.3 specification.</th>
<th>Proposed Total $2,500</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total $61,500</td>
</tr>
</tbody>
</table>

+3% Bonds $63,345
The proposal price listed above is good for 30 days unsigned and valid for 120 days upon acceptance.

Payment Terms: 1% Ten Days, Net 30 Days. 2.5% interest per month on all accounts past 30 days.

Marine Diving Solutions will provide all personnel and equipment necessary to perform described scope of work. Services will include blast and recoat to the interior of a 350KG steel welded on-grade tank.

All work will be in compliance with AWWA, NACE, OSHA, ACI, AWS, and SSPC regulations.

MDS has a $2,000,000 liability and $4,000,000 aggregate insurance policy and is fully bondable (bid total plus 3%).

All dates are tentative till bid is signed and utility is put on schedule, dates may change with given advance notice to utility.

Proposal does not include Sales or Use Taxes, Registration fees, or City/Municipality licenses unless noted in proposal above. If MDS is liable for any additional fees requested or required by utility and not noted in proposal, the charges will be added to the invoice when billed.

MDS will need to have access for a truck and trailer within 50' of the water tank for the period of the project. If site access is not available, then necessary heavy equipment may need to be brought on site to access the project, which may result in additional fees.

If MDS has to stop working due to unforeseen reasons (utility request team to wait, or etc.) a fee of $350 an hour will be charged.

Rate is based for completing work in December of 2015. Cost for completing work in 2016 may have rates up to 5% higher for materials and overhead.

Proposed total does not include any filler material (Sherwin Williams Sher Flex) for excessive voids that are present from severe corrosion to steel. If excessive pitting is found, it will be brought to the utilities attention and additional fees may apply ($1,000 on average is typical).

If MDS is requested to disinfect tank, then utility will supply water at no charge.

Owner                                      11/24/2015

To accept, please sign and date proposal. Please mail, fax, or email this signed contract to the office.

Printed Name and Title                      Date

Signature
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER

Denver Agency
210 University Blvd, Suite 600
Denver CO 80206-4661

INSURED

Marine Diving Solutions LLC
7453 S Norfolk Street
Aurora CO 80016

CONTACT NAME

Tierney Aldridge

PHONE (303) 892-6900

FAX (303) 892-6939

INSURER(S) AFFORDING COVERAGE

Lloyds of London Underwriter
Continental Divide Ins Co
Pinnacol Assurance
Hartford Insurance

INSURER D:


certification

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

COVERAGES

CERTIFICATE NUMBER: MATSER COI 2015-2016

REVISION NUMBER:

IND. LIT.

GENERAL LIABILITY

1 COMMERCIAL GENERAL LIABILITY

A X CLAIMS MADE OCCUR

X Errors & Omissions

X Pollution Liability

B AUTOMOBILE LIABILITY

X ANY AUTO

B X SCHEDULED AUTOS

B X NON-OWNED AUTOS

C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

X ANY FRAZIETORS/OWNERS EXECUTIVE OFFICER/EMPLOYEE INCLUDED/ EXCLUDED

D Inland Marine

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ATTACH ACORD #01. ADDITIONAL REMARKS SCHEDULE, IF MORE SPACE IS REQUIRED)

City of Black Hawk is included as an Additional Insured under the General Liability.

CERTIFICATE HOLDER

City of Black Hawk
PO Box 68
Black Hawk, CO 80422

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T Tierney/TIERNEY

ACORD 25 (2010/05) © 1988-2010 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD
RESOLUTION 82-2015
A RESOLUTION
APPROVING CERTAIN
SERVICE AGREEMENTS
FOR CALENDAR YEAR
2016 FOR COMMUNITY
PLANNING AND
DEVELOPMENT
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 82-2015  

TITLE: A RESOLUTION APPROVING CERTAIN SERVICE AGREEMENTS FOR CALENDAR YEAR 2016  

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

Section 1. The City Council hereby approves the Services Agreements with the entities and for the services set forth below (the “Agreements”), and authorizes the Mayor to sign the Agreements on behalf of the City.  

<table>
<thead>
<tr>
<th>Entity</th>
<th>Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Smart Elevator Solutions</td>
<td>Conveyance</td>
</tr>
<tr>
<td>Atkinson-Noland &amp; Associates, Inc.</td>
<td>Historic Rock Wall Investigation</td>
</tr>
<tr>
<td>Anthony &amp; Associates, Inc.</td>
<td>Historic Wood/Window Investigation</td>
</tr>
<tr>
<td>Baseline Engineering Corporation</td>
<td>Land Use - Planning, Development Review</td>
</tr>
<tr>
<td>Colorado Code Consulting LLC</td>
<td>Building - Plan Review &amp; Inspection Services (to complete open permits)</td>
</tr>
<tr>
<td>Deon Wolfenbarger</td>
<td>Historic Preservation</td>
</tr>
<tr>
<td>NV5, Inc.</td>
<td>Owners Representative</td>
</tr>
<tr>
<td>SAFEbuilt Colorado</td>
<td>Building - Plan Review &amp; Inspection Services</td>
</tr>
<tr>
<td>Valuations Inc.</td>
<td>Real Estate Appraisal Services</td>
</tr>
<tr>
<td>Weecycle Environmental Consulting</td>
<td>Environmental</td>
</tr>
</tbody>
</table>

RESOLVED AND PASSED this 9th day of December, 2015.  

________________________________________  
David D. Spellman, Mayor  

ATTEST:  

________________________________________  
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: A Resolution approving certain Community Planning and Development Service Agreements for calendar year 2016.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Resolution No. 82-2015 approving certain Community Planning and Development Service Agreements for calendar year 2016.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Community Planning and Development utilizes professional services to supplement City staff time, complement City staff expertise, provide an independent perspective, ensure credibility and serve as a technical advisor to the Community Planning and Development Administrator. These are budgeted items and completed on a time and materials basis. Staff recommends utilizing the following consultants:

<table>
<thead>
<tr>
<th>Entity</th>
<th>Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Smart Elevator Solutions</td>
<td>Conveyance</td>
</tr>
<tr>
<td>Atkinson-Noland &amp; Associates, Inc.</td>
<td>Historic Rock Wall Investigation</td>
</tr>
<tr>
<td>Anthony &amp; Associates, Inc.</td>
<td>Historic Wood/Window Investigation</td>
</tr>
<tr>
<td>Baseline Engineering Corporation</td>
<td>Land Use - Planning, Development Review</td>
</tr>
<tr>
<td>Colorado Code Consulting LLC</td>
<td>Building - Plan Review &amp; Inspection Services</td>
</tr>
<tr>
<td>Deon Wolfenbarger</td>
<td>Historic Preservation</td>
</tr>
<tr>
<td>NV5, Inc.</td>
<td>Owners Representative</td>
</tr>
<tr>
<td>SAFEbuilt Colorado</td>
<td>Building - Plan Review &amp; Inspection Services</td>
</tr>
<tr>
<td>Valuations Inc.</td>
<td>Real Estate Appraisal Services</td>
</tr>
<tr>
<td>Weecycle Environmental Consulting</td>
<td>Environmental</td>
</tr>
</tbody>
</table>

AGENDA DATE: December 9, 2015
WORKSHOP DATE: N/A
FUNDING SOURCE: 203-0000-5025800/010-1901-4193319/
010-1901-4193322

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No
Cynthia Linker, CP&D Administrator

STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D Administrator

DOCUMENTS ATTACHED:
Resolution 82; Proposed Service Agreements

RECORD: [ ]Yes [ X ]No

CITY ATTORNEY REVIEW: [ ]Yes [ X ]No

SUBMITTED BY: 12/03/15
Cynthia L. Linker, CP&D Administrator

REVIEWED BY: 12/03/15
Jack D. Lewis, City Manager
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2016, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and A SMART ELEVATOR SOLUTION, LLC hereinafter referred to as "Contractor").

RECITALS:

A. The City requires Conveyance Inspection, Plan Review and Miscellaneous Services for the ongoing maintenance of the Black Hawk Conveyance Program as established and administered by the City (the Project”).

A. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, as described in Exhibit A, for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION
A. Compensation shall not exceed the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.
V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2016.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work
under this Agreement; or

   b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

   a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

   b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

   c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor 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 who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.
VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake, negligence, or other act of negligence of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arises out of any workmen’s compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. It is specifically understood and agreed that in no event shall Contractor be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damages. The obligations of this section are subject to any limitations, other indemnifications, or other provisions of this Agreement.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

   1. Worker’s Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

   2. Commercial general liability insurance with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.
3. **Professional liability insurance** with minimum limits of six hundred thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

   City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422-0068  
Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period therefor and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

**X. NON-ASSIGNABILITY**

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia Linker, CP&D Administrator

The Contractor:

A Smart Elevator Solution, LLC
12647 W. Dorado Place
Littleton, Colorado 80127
Attn: Russell Holt, Owner

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: ______________________________
    David D. Spellman, Mayor

ATTEST:

_______________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

_______________________________
Corey Y. Hoffmann, City Attorney
A SMART ELEVATOR SOLUTION, LLC

By:  

Its:  

STATE OF COLORADO  )
  ) ss.
COUNTY OF _________________  )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of ________________________, 2015, by __________________________________________ as the _________________________ of ____________________________________________.

My commission expires: ____________________________

(S E A L)

____________________________
Notary Public
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: ____________________________________________________________
Russell Holt, Owner
A Smart Elevator Solution, LLC

TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068

Project Name City of Black Hawk Conveyance Program

Bid Number: N/A Project No. N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____________________, 2015

Prospective Contractor ________________________________

By: ________________________________

Title: ________________________________
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, ________________________, am a sole proprietor doing business as __________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, __________________________, am an owner/member/shareholder of __________________, a _______________[specify type of entity—i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, ________________________, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:
   ○ A valid Colorado Driver’s license or a Colorado identification card
   ○ A United States military card or a military dependent’s identification card
   ○ A United States Coast Guard Merchant Mariner card
   ○ A Native American tribal document or
   ○ In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
   ○ Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

________________________  ______________________
Signature                 Date
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the
Department of Labor Lawful Presence Verification Program)

I, ______________________, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

______________________________
Contractor Signature

______________________________
Date

STATE OF COLORADO )
) ss.
COUNTY OF ________________ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of ________________, 2015, by ________________________ as ________________ of ____________________.

My commission expires:

(S E A L)

Notary Public
### ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

#### Documents that Serve to Prove Citizenship/Lawful Presence and Identification:
- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

#### OR

#### Documents that Only Serve to Prove Citizenship/Lawful Presence:
- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

#### AND

#### Documents that Serve to Prove Identification:
- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
Exhibit A
Scope of Services

A Smart Elevator Solution shall provide this Scope of Services to the City of Black Hawk, which includes, but may not be limited to, the following tasks:

1. All inspections shall be conducted Monday, Tuesday and/or Wednesday between the hours of 8:00 a.m. and 5:00 p.m. No inspections will be conducted on Municipal or National Holidays.

2. All Category 1 (period inspections) and Category 5 (5 year inspections) for existing conveyances within the City of Black Hawk.

3. All required plan reviews and acceptance inspections for new and modernized conveyances within the City of Black Hawk.

4. Plan reviews as required for all minor and major repairs requiring permits and conduct required inspections at the completion of the repairs.

5. All inspections shall follow the State of Colorado Conveyance regulations and any amendments adopted by the City of Black Hawk.

6. All Temporary Certificates of Occupancy (TCO) issued by the City of Black Hawk shall require a follow up inspection by A Smart Elevator Solution within the 90 day time frame.

7. All reports shall be electronically delivered to the City of Black Hawk within two weeks or less of the inspection in a Word and PDF format. All violations noted on said report shall include the supporting code reference.

8. Any database or other form of electronically transferring of files as required by the City of Black Hawk shall be accepted by A Smart Elevator Solution.

9. Follow and enforce the Conveyance program as adopted and administered by the City of Black Hawk.

10. As requested by the City of Black Hawk, A Smart Elevator Solution shall advise and assist in the development and enforcement of the Conveyance program.

11. A representative from A Smart Elevator Solution shall attend monthly Development Review Committee or active construction meetings as required.

12. Assist the Black Hawk Fire Department, as requested, with elevator related issues and/or code adoptions.

13. All required electrical permits associated with a Conveyance project shall fall under the Electrical Permit Fee Schedule as adopted by the City of Black Hawk.

14. All required building permits associated with a Conveyance project shall fall under the Building Permit Fee schedule as adopted by the City of Black Hawk.

All of the items outlined in this Scope of Services shall follow the Scope of Service/ Fee Schedule as described in Exhibit A-1.
## EXHIBIT A-1
### SCHEDULE OF CHARGES

### Conveyance Fees

<table>
<thead>
<tr>
<th>TYPE</th>
<th>INSPECTION SERVICES</th>
<th>PER UNIT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic Lift</td>
<td>Periodic</td>
<td>$150.00</td>
<td>Typically 11/2 hours. Includes initial inspection plus one follow up on a TCO</td>
</tr>
<tr>
<td>Tractions</td>
<td>Periodic</td>
<td>$200.00</td>
<td>Typically 11/2 hours. Includes initial inspection plus one follow up on a TCO</td>
</tr>
<tr>
<td>Temporary Certificate of Occupancy (TCO) 2nd Follow-up</td>
<td></td>
<td>$100.00</td>
<td>Follow-up on TCO as necessary</td>
</tr>
<tr>
<td>Hydraulic Lift</td>
<td>Annual</td>
<td>$200.00</td>
<td>Witnessed annual safety test</td>
</tr>
<tr>
<td>Tractions</td>
<td>Annual</td>
<td>$300.00</td>
<td>Witnessed safety test with weights</td>
</tr>
<tr>
<td>Escalator</td>
<td>Annual</td>
<td>$650.00</td>
<td>Colorado, Category 2/3, Dealer assur</td>
</tr>
<tr>
<td>Plan Review</td>
<td></td>
<td>$400.00</td>
<td>Includes initial review and 3 response. Fee will be reviewed for code compliance before work begins</td>
</tr>
<tr>
<td>Site Plan Review</td>
<td></td>
<td>$300.00 per Hour</td>
<td>Plan will be reviewed for code compliance before work begins</td>
</tr>
<tr>
<td>Unit Perimeter (ceil, wall, etc.)</td>
<td></td>
<td>$300.00</td>
<td>Utilize other than those described above</td>
</tr>
<tr>
<td>Dumbwaiter Periodic</td>
<td></td>
<td>$100.00</td>
<td>Typically 1/2 hours, exception for materials</td>
</tr>
<tr>
<td>Hydraulic Acceptance</td>
<td></td>
<td>$400.00</td>
<td>Initial safety test performed with weights. New construction, modification or turnover</td>
</tr>
<tr>
<td>Tractions Acceptance</td>
<td></td>
<td>$400.00</td>
<td>Initial safety test performed with weights. New construction, modification or turnover</td>
</tr>
<tr>
<td>Escalator Acceptance</td>
<td></td>
<td>$250.00</td>
<td>Initial safety test. All safety test items checked. New construction, modification or turnover</td>
</tr>
<tr>
<td>Dumbwaiter, RT Acceptance</td>
<td></td>
<td>$250.00</td>
<td>Initial safety test. All safety test items checked. New construction, modification or turnover</td>
</tr>
<tr>
<td>Acceptance Per Inspect Fee</td>
<td>Same as initial fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspection Outside of Normal Business Hours</td>
<td>Same as initial fee</td>
<td></td>
<td>with a 2 hour minimum</td>
</tr>
</tbody>
</table>

### CONSULTING SERVICES

<table>
<thead>
<tr>
<th>TYPE</th>
<th>PER UNIT PER HOUR</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Evaluation &amp; 10 Tractions</td>
<td>$300.00 per unit</td>
<td>Provides a detailed evaluation of maintenance performed along with weights in a professional</td>
</tr>
<tr>
<td>Maintenance Evaluation &amp; 10 Explosives</td>
<td>$300.00 per unit</td>
<td>Provides a detailed evaluation of maintenance performed along with weights in a professional</td>
</tr>
<tr>
<td>Maintenance Evaluation &amp; 10 Hydraulic Lifts</td>
<td>$300.00 per unit</td>
<td>Provides a detailed evaluation of maintenance performed along with weights in a professional</td>
</tr>
<tr>
<td>OSHA 10 hour training - 10 person</td>
<td>$100.00 per person</td>
<td>For those wishing to obtain their OSHA 10 hour card</td>
</tr>
<tr>
<td>OSHA 36 hour training - 10 person</td>
<td>$300.00 per person</td>
<td>For those wishing to obtain their OSHA 36 hour card</td>
</tr>
<tr>
<td>Conveyance Operator Training</td>
<td>$150.00 per hour</td>
<td>Provides basic training in maintenance performed along with weights in a professional</td>
</tr>
<tr>
<td>Proposed Preparation</td>
<td>$150.00 per hour</td>
<td>Proposes necessary requirements for our presence in meetings, etc. Team training included</td>
</tr>
<tr>
<td>Compliance Training</td>
<td>$150.00 per hour</td>
<td>For those wishing to obtain their OSHA 36 hour card</td>
</tr>
<tr>
<td>Capital Plan Review</td>
<td>$900.00</td>
<td>Review of conveyance with plan for future improvements and necessary repairs. Includes performance review.</td>
</tr>
<tr>
<td>Contract Review</td>
<td>$750.00</td>
<td>Review current contract and help extend new contracts</td>
</tr>
<tr>
<td>Providing operator to conveyance</td>
<td>$150.00 per hour</td>
<td>Necessary to perform work in奇ity, an operator can be provided that qualifies under state</td>
</tr>
<tr>
<td>Conveyance Incident Investigation</td>
<td>$150.00 per hour</td>
<td>Incident investigation is conducted at the request of service</td>
</tr>
<tr>
<td>Miscellaneous Services</td>
<td>$150.00 per hour</td>
<td>Includes miscellaneous services not listed</td>
</tr>
</tbody>
</table>

### PERMITS

<table>
<thead>
<tr>
<th>TYPE</th>
<th>PERMIT FEE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
</table>
| Minor Alteration: Commercial | $500.00 | Fee includes: Plan Review and 1 inspection. In addition, all work by the Inspector is indicated in the 
| Major Alteration: Commercial | $500.00 | Includes Plan Review and 1 inspection. In addition, all work by the Inspector is indicated in the 
| Residential Elevator, Platform Lift or Dumbwaiter | $650.00 | Fee includes: Plan Review and 1 inspection. In addition, all work by the Inspector is indicated in the 
| Special Investigation Fee - Starting work without a permit | $250.00 | The Occurrence + 10% City Administration Fee |
| Fire Permit Fee - Starting work without a permit | $100.00 | The Occurrence + 5% City Administration Fee |

### Notes
- **Minor Alteration** includes: additions, subdivide, install, move, modify, mount, change, etc. The permit fee includes the labor and materials.
- **Major Alteration** includes: additions, subdivide, install, move, modify, mount, change, etc. The permit fee includes the labor and materials.
- **Residential Elevator, Platform Lift or Dumbwaiter** includes: installation, repair, maintenance, etc. The permit fee includes the labor and materials.
- **Special Investigation Fee** includes: starting work without a permit. The fee is based on the occurrence and 10% of the permit fee.
- **Fire Permit** includes: starting work without a permit. The fee is based on the occurrence and 5% of the permit fee.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2016, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and ANTHONY & ASSOCIATES, INC. hereinafter referred to as "Contractor").

RECITALS:

A. The City requires a limited investigation to determine the condition and age of wood windows, exterior wood siding, and exterior trim of various historic buildings within the City (the “Project”).

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, basic investigative techniques to determine the condition and age of the wood siding, trim and windows of historic buildings based on a combination of visual inspection, moisture content determination and specified identification for the Project. Establish if the materials are original or from the National Historic Landmark district’s period of significance of 1859-1918.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific
intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. Compensation shall not exceed **$25,000** for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.
V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2015**.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.
2. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

   b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

   a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

   b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

   c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor 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 who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.
VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake, negligence, or other act of negligence of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arises out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. It is specifically understood and agreed that in no event shall Contractor be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damages. The obligations of this section are subject to any limitations, other indemnifications, or other provisions of this Agreement.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.
3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

   City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422-0068  
Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

**X. NON-ASSIGNABILITY**
Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

**XI. TERMINATION**

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

**XII. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

**XIII. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

**XIV. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

**XV. NOTICE**

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422-0068  
Attn: **Cynthia Linker – CP&D Administrator**

The Contractor:
XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.
IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: ____________________________________

David D. Spellman, Mayor

ATTEST:

___________________________________

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

___________________________________

Corey Y. Hoffmann, City Attorney
By: ________________________________
   Ronald W. Anthony

Its: President

STATE OF COLORADO )
) ss.
COUNTY OF _________________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of
__________________________, 2015, by ________________________________, as the _________________________ of ____________________________________________.

My commission expires: ________________________________

(S E A L)

______________________________
Notary Public
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN


TO: City of Black Hawk
    P.O. Box 68
    Black Hawk, Colorado 80422-0068

Project Name **Perform Limited Wood and Window Investigations**

Bid Number **N/A**                     Project No. **N/A**

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____________________, 2015

Prospective Contractor: Anthony & Associates, Inc.

By: ______________________________________
Ronald W. Anthony

Title: President
NO EMPLOYEE AFFIDAVIT

THIS PAGE IS NOT APPLICABLE

1. Check and complete one:

☐ I, ________________________, am a sole proprietor doing business as __________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, __________________________, am an owner/member/shareholder of _______________, a _________________[specify type of entity-i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, ________________________, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

☐ A valid Colorado Driver’s license or a Colorado identification card
☐ A United States military card or a military dependent’s identification card
☐ A United States Coast Guard Merchant Mariner card
☐ A Native American tribal document or
☐ In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
☐ Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

THIS PAGE IS NOT APPLICABLE

______________________________ ____________________
Signature Date
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, Ronald W. Anthony, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

____________________________________ ________________________
Ronald W. Anthony, President Date

STATE OF COLORADO )
COUNTY OF______________ ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of ________________, 2015, by ______________________ as ________________ of ____________________.

My commission expires:

(SEAL)

Notary Public
### ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

#### Documents that Serve to Prove Citizenship/Lawful Presence **and Identification**:

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

**OR**

#### Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

**AND**

#### Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
EXHIBIT A
SCOPE OF SERVICES

Determine the general condition and age of historic buildings wood siding and windows and establish if the materials are original. Determine species of the wood siding and windows. Determine whether insects or decay fungi are active and if deterioration of the wood has occurred. The level of investigation will provide insight about the age and general condition of the exterior architectural wood, the windows and window casings.

The scope of work will include the following tasks:

1. Conduct site visits to photograph and document existing conditions and provide a limited assessment report.
2. Removal of a minimum of eight (8) wood specie samples to identify the wood species or wood species groups for the siding and exterior trim elements.
3. Conduct a limited visual investigation of the visible wood conditions of the buildings to include collecting moisture content measurements of a representative sample of siding elements to determine whether conditions exist that are favorable to the growth of wood decay fungi and to identify areas of moisture intrusion.
4. Examining the fasteners and the siding for indicators of age.
**EXHIBIT A-1**

**SCHEDULE OF CHARGES**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal/Wood Scientist</td>
<td>$ 200.00 per hour</td>
</tr>
<tr>
<td>Wood Specialist/Archaeologist</td>
<td>$ 120.00 per hour</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$ 80.00 per hour</td>
</tr>
</tbody>
</table>
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2016, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and ATKINSON-NOLAND & ASSOCIATES, INC., hereinafter referred to as "Contractor").

RECITALS:

A. The City requires professional services for investigations of stone masonry retaining walls within the City of Black Hawk. The walls will be surveyed for overall condition, stability and, if possible, determination of the approximate age of construction. (“the Project”).

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide investigations of stone masonry retaining walls within the City of Black Hawk. The walls will be surveyed for overall condition, stability and, if possible, determination of the approximate age of construction for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor’s expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.
IV. COMPENSATION

A. Compensation shall not exceed $30,000 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2016.
VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

   b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an
illegal alien to perform work under this Agreement.

3. Verification.

   a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

   b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

   c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor 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 who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

 Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake, negligence, or other act of negligence of Contractor, any subcontractor of Contractor, or any officer,
employee, representative, or agent of Contractor, or which arises out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. It is specifically understood and agreed that in no event shall Contractor be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damages. The obligations of this section are subject to any limitations, other indemnifications, or other provisions of this Agreement.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City’s officers, employees, and consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or
property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than
cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia Linker, CP&D Administrator

The Contractor:

Atkinson-Noland & Associates, Inc.
2619 Spruce Street
Boulder, CO 80302
Attn: David Woodham, PE

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.
IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: ____________________________________
David D. Spellman, Mayor

ATTEST:

___________________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

___________________________________
Corey Y. Hoffmann, City Attorney
STATE OF COLORADO  )  ) ss.
COUNTY OF _________________  )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of ________________________, 2015, by ____________________________ as the ______________________ of ________________________________.

My commission expires: ________________________________

(S E A L)

______________________________
Notary Public
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN


TO: City of Black Hawk
    P.O. Box 68
    Black Hawk, Colorado 80422-0068

Project Name Provide Investigative and Review Services of Historic Stone Masonry Rock Walls

Bid Number N/A           Project No. N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____________________, 2015

Prospective Contractor ____________________________

By: ____________________________

Title: ____________________________
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, ________________________, am a sole proprietor doing business as ___________________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, __________________________, am an owner/member/shareholder of ________________, a __________________[specify type of entity-i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, ________________________, am a United States citizen or legal permanent resident.

*The City must verify this statement by reviewing one of the following items:*

- A valid Colorado Driver’s license or a Colorado identification card
- A United States military card or a military dependent’s identification card
- A United States Coast Guard Merchant Mariner card
- A Native American tribal document or
- In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.*

______________________________ ____________________
Signature Date
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, ________________________, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

____________________________________  ________________________
Contractor Signature                Date

STATE OF COLORADO                        )
                      ) ss.
COUNTY OF ________________                )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of ________________, 2015, by ______________________ as ________________ of ____________________.

My commission expires:

(S E A L)

______________________________
Notary Public
ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
EXHIBIT A
SCOPE OF SERVICES

Investigations of stone masonry retaining walls in Black Hawk, Colorado. The walls will be surveyed for overall condition, stability and, if possible, determination of the approximate age of construction.

Scope of Work

1. Site Investigations: Visual, nondestructive, and minimally invasive methods will be used to evaluate the condition and integrity of the walls. We propose to use ground penetrating radar to evaluate the solidity of the wall and determine the thickness of the masonry at several heights to determine the wall cross section. If significant voids are present within the wall, a fiber optic borescope will be inserted into a drilled hole in a mortar joint to evaluate the size of the void. Batter or lack of batter will be measured using a self-leveling laser level. Mortar samples will be obtained from the wall interior to ensure an original mortar sample to establish the mortar binder and aggregate gradation through laboratory tests. The mortar samples from each wall may reveal an approximate date of construction based on the presence of absence of portland cement.

2. Analysis: A simple gravity analysis of each retaining wall will be conducted to evaluate the factors of safety with respect to overturning and sliding. Conservative assumptions will be made on material properties relevant to the analysis.

3. Report: A brief report will be provided following completion of the work at each address. The report will describe the investigations conducted, results and general recommendations for remedial work, if needed. A brief specification for partial rebuilding of each wall will be included in each report.
EXHIBIT A-1
SCHEDULE OF CHARGES

This schedule shall be effective for the period July 1, 2015 – June 30, 2016.

HOURLY SERVICES

<table>
<thead>
<tr>
<th>SKILL CLASSIFICATION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLERICAL</td>
<td>$80.00</td>
</tr>
<tr>
<td>LABORATORY TECHNICIAN</td>
<td>$90.00</td>
</tr>
<tr>
<td>ENGINEER I</td>
<td>$140.00</td>
</tr>
<tr>
<td>ENGINEER II</td>
<td>$170.00</td>
</tr>
<tr>
<td>ENGINEER III/IV</td>
<td>$200.00</td>
</tr>
<tr>
<td>SENIOR ENGINEER</td>
<td>$221.00</td>
</tr>
<tr>
<td>EXPERT WITNESS/LITIGATION SERVICES</td>
<td>$356.00</td>
</tr>
</tbody>
</table>

REIMBURSABLE EXPENSES

Travel expenses previously authorized by client.

Rental of in-house testing and technical equipment.

Miscellaneous expenses, including but not limited to: long distance telephone calls; field office expenses; computer time; equipment rental; reproduction costs; etc.

Travel and other direct expenses are billed at cost plus 15 percent.

Local mileage shall be charged at the current rate approved by the IRS.

Travel time, when Atkinson-Noland & Associates employees are required to travel to client’s facility to provide services, shall be at the appropriate Skill Classification Hourly Rate.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2016, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and BASELINE ENGINEERING CORPORATION hereinafter referred to as "Contractor").

RECITALS:

A. The City requires Planning, Land Use and Development Review services for the ongoing maintenance of various City projects ("the Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, consulting services on various planning, land use and development projects for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.
IV. COMPENSATION

A. Compensation shall not exceed $21,000 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2016.
VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

   b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an
illegal alien to perform work under this Agreement.

3. Verification.

   a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

   b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

   c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor 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 who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake, negligence, or other act of negligence of Contractor, any subcontractor of Contractor, or any officer,
employee, representative, or agent of Contractor, or which arises out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. It is specifically understood and agreed that in no event shall Contractor be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damages. The obligations of this section are subject to any limitations, other indemnifications, or other provisions of this Agreement.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City’s officers, employees, and consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or
property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or
right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia Linker, CP&D Coordinator

The Contractor:

Baseline Engineering Corporation
1950 Ford Street
Golden, CO 80401
Attn: Vincent Harris, AICP, Planning Director

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.
IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: ____________________________________
    David D. Spellman, Mayor

ATTEST:

___________________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

___________________________________
Corey Y. Hoffmann, City Attorney
Baseline Engineering Corporation

By: ________________________________

Its: ________________________________

STATE OF COLORADO )
) ss.
COUNTY OF _________________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of ________________, 2015, by ________________________________, as the _________________________ of __________________________________________.

My commission expires: ________________________________

(S E A L)

______________________________
Notary Public
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Baseline Engineering Corporation
1950 Ford Street
Golden, CO 80401

TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068

Project Name Planning, Land Use and Development Review

Bid Number: N/A Project No.: N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____________________, 2015

Prospective Contractor ___________________________

By: _______________________________

Title: _______________________________
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, ________________________, am a sole proprietor doing business as _____________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, __________________________, am an owner/member/shareholder of _______________, a __________________[specify type of entity-i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, ________________________, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

 o A valid Colorado Driver’s license or a Colorado identification card
 o A United States military card or a military dependent’s identification card
 o A United States Coast Guard Merchant Mariner card
 o A Native American tribal document or
 o In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
 o Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

________________________________   ______________________
Signature Date
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the
Department of Labor Lawful Presence Verification Program)

I, ________________________, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

____________________________________ ________________________
Contractor Signature Date

STATE OF COLORADO )
) ss.
COUNTY OF ________________

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of ____________, 2015, by ________________________ as ________________ of _________________.

My commission expires:

(S E A L)

Notary Public
ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver’s License or Identification Card
- Out of State driver’s license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card or a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
EXHIBIT A
SCOPE OF SERVICES

Provide a sustainable approach to all planning and land development assignments and projects. Supplement City staff time, complement City staff expertise, provide an independent perspective, and ensure credibility while administering, managing and overseeing coordination obligations for all phases related to community planning and development projects within the City of Black Hawk.
## EXHIBIT A-1
### SCHEDULE OF CHARGES

<table>
<thead>
<tr>
<th>CAPACITY</th>
<th>CURRENTLY</th>
<th>RATE/HR</th>
<th>CITY RATE/HR</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLANNING DIRECTOR, AICP</td>
<td>VINCENT HARRIS</td>
<td>$135*</td>
<td>$110</td>
</tr>
<tr>
<td>PROJECT MANAGER/PLANNER</td>
<td></td>
<td>$105</td>
<td>$ 90</td>
</tr>
<tr>
<td>SENIOR PLANNER</td>
<td>ETHAN WATEL</td>
<td>$ 95</td>
<td>$ 80</td>
</tr>
<tr>
<td>ASSOCIATE PLANNER</td>
<td>CORY MILLER</td>
<td>$ 75</td>
<td>$ 66</td>
</tr>
<tr>
<td></td>
<td>ZELJKO SPIRIC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAD TECHNICIAN</td>
<td></td>
<td>$ 65</td>
<td>$ 60</td>
</tr>
<tr>
<td>PLANNING TECHNICIAN</td>
<td></td>
<td>$ 55</td>
<td>$ 48</td>
</tr>
</tbody>
</table>

*Vince Harris will serve as the lead and project manager. Baseline will provide 2 hours of Vince’s time every month at no charge for ‘City Administration’ type work as resource to the City. In addition, Baseline will reduce his rate to $110/hr for any hours above and beyond 80 hours in one calendar month should that happen. If any other special projects are needed for the City, Baseline can respond with a proposal to complete the task.

### OTHER DIRECT COSTS

- **Mileage (only for second trip in a day)**
  - 2015 Federal Rate
- **Outside reproduction**
  - at cost
- **Other expenses**
  - at cost
- **CD Production**
  - $5.00/per CD
- **In-House Reproduction (B&W)**
  - $0.10/per print
- **In-House Reproduction (Color)**
  - $0.30/per print
- **Large Format Plots**
  - $10.00/per sheet
- **Foam Board**
  - $12.00/per board
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2016, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and COLORADO CODE CONSULTING, LLC hereinafter referred to as "Contractor").

RECITALS:

A. The City requires Plan Review, Inspections and Miscellaneous Consulting Services to complete open permits (the Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, Plan Review, Inspections and Miscellaneous Consulting Services to complete open permits for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.
IV. COMPENSATION

A. Compensation shall be as described in Exhibit A-1 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by upon completion of all open permits.
VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

   b. Enter into a contract with a subcontractor that fails to certify to
Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

   i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

   ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor 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 who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake,
negligence, or other act of negligence of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arises out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. It is specifically understood and agreed that in no event shall Contractor be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damages. The obligations of this section are subject to any limitations, other indemnifications, or other provisions of this Agreement.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to

5
the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or
right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia Linker – CP&D Administrator

The Contractor:

Steve Thomas, President
Colorado Code Consulting, L.L.C.
4610 South Ulster Street, Suite 150
Denver, CO 80237

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.
IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: ____________________________________
   David D. Spellman, Mayor

ATTEST:

___________________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

___________________________________
Corey Y. Hoffmann, City Attorney
Steve Thomas, President
Colorado Code Consulting, L.L.C.

By: ________________________________

Its: ________________________________

STATE OF COLORADO
COUNTY OF _________________________

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of ______________________, 2015, by __________________________________________ as the _________________________ of ____________________________________________.

My commission expires: ________________________________

(S E A L)

______________________________
Notary Public
PROSPECTIVE CONTRACTOR’S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Steve Thomas, President
Colorado Code Consulting, L.L.C.
4610 South Ulster Street, Suite 150
Denver, CO 80237

TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068

Project Name Consulting Services to complete and closeout open building permits.

Bid Number: N/A Project No.: N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____________________, 2015

Prospective Contractor ________________________________

By: ________________________________

Title: ________________________________
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, ________________________, am a sole proprietor doing business as ____________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, __________________________, am an owner/member/shareholder of ________________, a __________________[specify type of entity - i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, ________________________, am a United States citizen or legal permanent resident.

   The City must verify this statement by reviewing one of the following items:
   o A valid Colorado Driver’s license or a Colorado identification card
   o A United States military card or a military dependent’s identification card
   o A United States Coast Guard Merchant Mariner card
   o A Native American tribal document or
   o In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
   o Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

   Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

__________________________________    _______________________
Signature                        Date
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the
Department of Labor Lawful Presence Verification Program)

I, ________________________, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

____________________________________  ________________________
Contractor Signature                  Date

STATE OF COLORADO               )
) ss.
COUNTY OF ________________________  )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of ____________________, 2015, by ______________________ as ________________ of ____________________.

My commission expires:

(S E A L)  __________________________________
Notary Public
ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
EXHIBIT A
SCOPE OF SERVICES

PLAN REVIEW SERVICES - OPEN PERMITS
1. Coordinate and conduct the review of the construction documents for existing projects in the City of Black Hawk. The plan reviews will be conducted using the construction codes adopted by the City. All aspects of the project will be reviewed for conformance with the building, mechanical, plumbing, energy and electrical codes as adopted by the City. The structural portion of the documents will be evaluated for conformance with acceptable design standards.
2. Develop a plan review report, to include comments from other agencies and City departments, outlining the necessary changes to bring the construction documents into compliance with the applicable codes. When construction documents have been found to comply with the codes, the permit application will be processed so a building permit can be issued.
3. Meet with the applicant/designer/contractor before, during and after the plan review to clarify and assist in bringing the plans into compliance with the applicable codes, if necessary.
4. Conduct review of deferred submittals such as fire sprinkler, fire alarm drawings, through penetration fire stopping, etc.
5. Review plan revisions during the construction of the project for compliance with the applicable codes.
6. Review alternate design, material submittals and administrative modification requests.

INSPECTION SERVICES – OPEN PERMITS
1. Receive and schedule inspection requests from City staff. A system of receiving and scheduling requests to be coordinated with City staff.
2. Conduct inspections required by the adopted construction codes adopted by the City. Other inspections normally conducted by the building department will also be conducted.
3. Conduct Grant Evaluation Inspections for the Historic Restoration and Community Preservation Program as required by the City.
4. Produce an inspection report for each inspection conducted at the site. A copy of the inspection report will be given to contractor and to City staff on a daily/weekly basis. The report will show the result of the inspection and a list of any discrepancies found during the inspection.
6. Conduct follow-up inspections to confirm that corrections noted in previous inspections were corrected for conformance with applicable codes as needed. An inspection report will be generated and distributed as noted above.
7. In the event that the inspector determines that the contractor is not ready for an inspection, a re-inspection fee may be charged to the City. This fee should subsequently be charged back to the contractor. The fee is shown in the fee schedule.
The following fee schedule is being submitted as a part of this proposal for current open permits. Fees include personnel expenses plus general overhead and profit. Fees invoiced on a monthly basis. Payment is due upon receipt.

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Plan Review (Includes first initial review)</td>
<td>80% of the plan review fee as calculated by the adopted City of Black Hawk Fee Schedule</td>
</tr>
<tr>
<td>Contract Plan Review (After first review)</td>
<td>$100.00 per hour</td>
</tr>
<tr>
<td>Contract Inspections</td>
<td>80% of the building permit fee as calculated by the adopted City of Black Hawk Fee Schedule</td>
</tr>
<tr>
<td>Re-inspection Fee</td>
<td>$100.00</td>
</tr>
<tr>
<td>Grant Evaluation Inspection Fee</td>
<td>$100.00 per inspection</td>
</tr>
<tr>
<td>Additional Services /Consulting</td>
<td>$100.00 per hour</td>
</tr>
</tbody>
</table>
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1\textsuperscript{st} day of January, 2016, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and DEON K. WOLFENBARGER hereinafter referred to as "Contractor").

RECITALS:

A. The City requires Historical Preservation Consulting services for the ongoing maintenance of its National Historic Landmark District, Residential Design Guidelines, Historic Preservation Commission and Historic Restoration and Community Preservation Program (the Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, Historic Preservation Consulting Services, for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.
IV. COMPENSATION

A. Compensation shall not exceed **$25,000** for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.
V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2016.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.
2. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

   b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

   a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

   b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

   c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor 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 who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.
VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake, negligence, or other act of negligence of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arises out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. It is specifically understood and agreed that in no event shall Contractor be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damages. The obligations of this section are subject to any limitations, other indemnifications, or other provisions of this Agreement.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall
contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

   City of Black Hawk
   P.O. Box 68
   Black Hawk, Colorado 80422-0068
   **Attn:** City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.
X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia Linker, CP&D Administrator
The Contractor:

Deon K. Wolfenbarger
320 Pine Glade Road
Nederland, CO 80466

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: __________________________
    David D. Spellman, Mayor

ATTEST:

___________________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

___________________________________
Corey Y. Hoffmann, City Attorney
Deon K. Wolfenbarger

By: __________________________________________

Its: __________________________________________

STATE OF COLORADO )
) ss.
COUNTY OF _________________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ______ day of ________________________, 2015, by __________________________________________ as the _________________________ of __________________________________________.

My commission expires: ____________________________________

(S E A L)

_________________________________________

Notary Public
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH AN ILLEGAL ALIEN

FROM:
Deon K. Wolfenbarger
320 Pine Glade Road
Nederland, CO 80466

TO:
City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068

Project Name Perform Historic Preservation Consulting
Bid Number N/A Project No. N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____________________, 2015

Prospective Contractor ____________________________

By: ____________________________________________

Title: ____________________________________________
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, ________________________, am a sole proprietor doing business as ______________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, __________________________, am an owner/member/shareholder of _______________, a __________________ [specify type of entity - i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, ________________________, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- A valid Colorado Driver’s license or a Colorado identification card
- A United States military card or a military dependent’s identification card
- A United States Coast Guard Merchant Mariner card
- A Native American tribal document or
- In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

_________________________  ______________________
Signature                  Date
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, ________________________, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

____________________________________ ________________________
Contractor Signature Date

STATE OF COLORADO )
COUNTY OF ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of ________________, 2015, by ______________________ as ________________ of _________________.

My commission expires:

(S E A L) __________________________________
Notary Public
**ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION**

**Documents that Serve to Prove Citizenship/Lawful Presence and Identification:**

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

**OR**

**Documents that Only Serve to Prove Citizenship/Lawful Presence:**

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

**AND**

**Documents that Serve to Prove Identification:**

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
EXHIBIT A
SCOPE OF SERVICES

Provide a sustainable approach to all Historic Preservation related assignments and projects. Supplement City staff time, complement City staff expertise, provide an independent perspective, and ensure credibility while administering, managing and overseeing coordination obligations for all phases related to historic preservation projects within the City of Black Hawk.

Services and responsibilities may include, but not necessarily be limited to, the following:

1. Comprehensive Preservation Planning
2. Historic Structure Reports
3. Assessment and Documentation
4. Resource Evaluation
5. Landmark Nomination
6. Historic Resource Surveys (National Historic Landmark District)
7. Environmental Review (Section 106)
8. Cultural Landscape Reports
9. Compliance With The Secretary Of The Interior's Standards For Rehabilitation
10. Building Condition Assessments
11. Feasibility Studies
12. Design And Construction Monitoring
13. Citywide Preservation Ordinances
14. Community Outreach
15. Presentations
16. Meeting Attendance / Meeting Minute Preparation
**EXHIBIT A-1**

**SCHEDULE OF CHARGES**

<table>
<thead>
<tr>
<th><strong>CAPACITY</strong></th>
<th><strong>HOURLY RATE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal – Historic Consultation Services/Projects/Meetings</td>
<td>$100.00</td>
</tr>
</tbody>
</table>
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2016, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and NV5, INC. hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous professional services from an Owners Representative to supplement City staff time, complement City staff expertise, provide an independent perspective, ensure credibility and serve as a technical advisor to the City of Black Hawk Community Planning and Development Administrator.

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, an Owners Representative to advocate the City’s best interests when handling and overseeing coordination obligations for all phases of a residential work program – from project inception through project completion and closeout – for the Historic Restoration and Community Preservation Fund, which offers four components of assistance and the General Fund Exterior Paint Program.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City
with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. Compensation shall not exceed $120,000 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.
V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2016**.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.
2. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

   b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

   a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

   b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

   c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor 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 who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.
VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake, negligence, or other act of negligence of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arises out of any workmen’s compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. It is specifically understood and agreed that in no event shall Contractor be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damages. The obligations of this section are subject to any limitations, other indemnifications, or other provisions of this Agreement.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker’s Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall
contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

   City of Black Hawk
   P.O. Box 68
   Black Hawk, Colorado 80422-0068

   **Attn: City Clerk**

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.
X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn:  Cynthia Linker – CP&D Administrator
The Contractor:

Bryan Carruthers  
COO – Project Management  
NV5, Inc.  
2650 18th Street, Denver, CO 80211

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.
IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in
duplicate.

CITY OF BLACK HAWK, COLORADO

By: ____________________________________
David D. Spellman, Mayor

ATTEST:

___________________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

___________________________________
Corey Y. Hoffmann, City Attorney
Bryan Carruthers
COO – Project Management
NV5, Inc.

By: 

Its: 

STATE OF COLORADO )
) ss.
COUNTY OF _________________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of ________________________________, 2015, by __________________________________________ as the _________________________ of ____________________________________________.

My commission expires: ________________________________

(S E A L)

Notary Public
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Bryan Carruthers
COO – Project Management
NV5, Inc.
2650 18th Street, Denver, CO 80211

TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068

Project Name Owners Representative for residential work program – Historic Restoration and Community Preservation Fund and General Fund Exterior Paint Program

Bid Number N/A Project No. N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of ____________________, 2015

Prospective Contractor _______________________________

By: ________________________________

Title: ________________________________
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, ________________________, am a sole proprietor doing business as __________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, __________________________, am an owner/member/shareholder of __________________, a ________________[specify type of entity—i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, ________________________, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- A valid Colorado Driver’s license or a Colorado identification card
- A United States military card or a military dependent’s identification card
- A United States Coast Guard Merchant Mariner card
- A Native American tribal document or
- In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

_________________________  __________________
Signature Date
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, ________________________, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

____________________________________ ________________________
Contractor Signature Date

STATE OF COLORADO )
)
) ss.
COUNTY OF ______________________ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of ________________, 2015, by ______________________ as __________________ of _____________________.

My commission expires:

(S E A L) ______________________
Notary Public

13

02/14
602 of 813
ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
EXHIBIT A
SCOPE OF SERVICES

The Owners Representative ("Representative") will be primarily responsible for advocating the City’s best interests when handling and overseeing coordination obligations for all phases of a residential work program – from project inception through project completion and closeout – for the Historic Restoration and Community Preservation Fund, which offers four components of assistance and the General Fund Exterior Paint Program ("Residential Program"). The Representative is fully accountable to understand the components of the Residential Program and to ensure the program parameters and objectives are applied and achieved under each work program.

Additionally, Representative will supplement City staff time, complement City staff expertise, provide an independent perspective, ensure credibility and serve as a technical advisor to the City of Black Hawk Community Planning and Development Administrator.

STAFF IS IN THE PROCESS OF REDEFINING SCOPE OF SERVICES
EXHIBIT A-1
SCHEDULE OF CHARGES

NV5 hourly rates for proposed projects in 2016 are as shown in the table below. Rates for years beyond 2016 will increase at the rate of Consumer Price Index Inflation with a minimum increase of 3% per year.

<table>
<thead>
<tr>
<th>POSITION / ROLE</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Executive</td>
<td>$118.45</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$108.15</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$ 97.85</td>
</tr>
</tbody>
</table>

In addition to the hourly rates, reimbursable costs include:

- Mileage – to be reimbursed at IRS rate
- Printing - $0.15/page
- Reprographics – at cost (varies by size/quantity of drawings)
- Shipping – at cost

All reimbursable expenses billed at cost, with no mark-up.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2016, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the “City”) and SAFEbuilt Colorado, LLC hereinafter referred to as "Consultant").

RECITALS:

A. The City requires experienced professional consulting services for the ongoing maintenance and to perform the required work for the “Project”.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional Building Department Services, for the Project.

I. SCOPE OF SERVICES

Consultant shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY’S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Consultant's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Consultant pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Consultant other than for the specific intended purpose of this Agreement will be at the City's sole risk. Consultant will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.
IV. COMPENSATION

A. Compensation shall be as described in Exhibit A-1 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Consultant shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2016**.
VI. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Consultant shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

   b. Enter into a contract with a subConsultant that fails to certify to Consultant that the subConsultant shall not knowingly employ or contract with an
illegal alien to perform work under this Agreement.

3. Verification.

   a. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

   b. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

   c. If Consultant obtains actual knowledge that a subConsultant performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

      i. Notify the subConsultant and the City within three (3) days that Consultant has actual knowledge that the subConsultant is employing or contracting with an illegal alien who is performing work under the Agreement; and

      ii. Terminate the subcontract with the subConsultant if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subConsultant does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subConsultant if during such three (3) days the subConsultant provides information to establish that the subConsultant has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

4. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

5. If Consultant does not currently employ any employees, Consultant shall sign the No Employee Affidavit attached hereto.

6. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake, negligence, or other act of negligence of Consultant, any subConsultant of Consultant, or any officer,
employee, representative, or agent of Consultant, or which arises out of any workmen's
compensation claim of any employee of Consultant or of any employee of any subConsultant of
Consultant. It is specifically understood and agreed that in no event shall Consultant be required to
pay an amount disproportionate to its culpability or any share of any amount levied to recognize
more than actual economic damages. The obligations of this section are subject to any limitations,
other indemnifications, or other provisions of this Agreement.

IX. INSURANCE

A. The Consultant agrees to obtain and maintain during the life of this Contract, a policy
or policies of insurance against all liability, claims, demands and other obligations assumed by the
Consultant pursuant to Section VIII above. Such insurance shall be in addition to any other
insurance requirements imposed by this Contract or by law. The Consultant shall not be relieved of
any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by
reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient
amounts, durations, or types.

B. Consultant shall obtain and maintain during the life of this Contract, and shall cause
any subConsultant to obtain and maintain during the life of this Contract, the minimum insurance
coverages listed below. Such coverages shall be obtained and maintained with forms and insurers
acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims,
demands and other obligations assumed by the Consultant pursuant to Section VIII above. In the
case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall
be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by
applicable law for any employee engaged in the performance of the work under this Contract,
and Employers Liability Insurance with minimum limits of six hundred thousand dollars
($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one
million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured
status may be substituted for the worker’s compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single
limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars
($1,000,000) general aggregate. The policy shall be applicable to all premises and
operations. The policy shall include coverage for bodily injury broad form property damage
(including completed operations), personal injury (including coverage for contractual and
employee acts), blanket contractual products, and completed operations. This policy shall
contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred,
thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general
aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include
the City and the City’s officers, employees, and consultants as additional insureds.** The
policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance
carried by the City, its officers, its employees, or its consultants shall be excess and not
contributory insurance to that provided by Consultant. No additional insured endorsement to
the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or
property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Consultant with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or
right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONSULTANT

Consultant is an independent Consultant. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia Linker – CP&D Administrator

The Consultant:

SAFEbuilt Colorado, LLC
3755 Precision Drive, Suite 140
Loveland, CO 80538
Attn: Greg Toth, Executive VP Business Development

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.
IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: ____________________________________

David D. Spellman, Mayor

ATTEST:

___________________________________

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

___________________________________

Corey Y. Hoffmann, City Attorney
SAFEbuilt Colorado, LLC
Attn: Greg Toth,
Executive VP Business Development

By: __________________________________________

Its: __________________________________________

STATE OF COLORADO )
) ss.
COUNTY OF _________________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of ________________, 2015, by ___________________________ as the ______________________ of ____________________________.

My commission expires: ____________________________

(S E A L)

________________________________________
Notary Public
PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: SAFEbuilt Colorado, LLC
3755 Precision Drive, Suite 140
Loveland, CO 80538
Attn: Greg Toth, Executive VP Business Development

TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068

Project Name Building Department Consulting Services

Bid Number N/A Project No. N/A

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _________________, 2015

Prospective Consultant ____________________________

By: _______________________________________

Title: ________________________________
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:
   
   [ ] I, ________________________, am a sole proprietor doing business as ______________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

   OR

   [ ] I, ______________________________, am an owner/member/shareholder of ______________________, a ___________________[specify type of entity—i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

   [ ] I, ________________________, am a United States citizen or legal permanent resident.

      The City must verify this statement by reviewing one of the following items:
      o A valid Colorado Driver’s license or a Colorado identification card
      o A United States military card or a military dependent’s identification card
      o A United States Coast Guard Merchant Mariner card
      o A Native American tribal document or
      o In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
      o Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the Consultant’s citizenship/lawful presence and identity.

   OR

   [ ] I am otherwise lawfully present in the United States pursuant to federal law.

      Consultant must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

________________________  __________________
Signature                  Date
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Consultant participates in the
Department of Labor Lawful Presence Verification Program)

I, ________________________, as a public Consultant under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

____________________________________ ________________________
Consultant Signature Date

STATE OF COLORADO )
COUNTY OF _________________ ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of ________________, 2015, by ______________________ as ________________ of ________________.

My commission expires:

(SEAL)
Notary Public
ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A – SCOPE OF WORK

1. LIST OF SERVICES

Consultant will provide the following services to the City using qualified International Code Council certified and State licensed professionals. Consultant staff will dress professionally and will wear an identification badge identifying them as an authorized consultant of the City.

Consultant will provide the following:

✓ Vehicles, fuel and vehicle maintenance
✓ Cell phones and IPads
✓ Training for Consultants’ staff
✓ Insurance
✓ Salaries and benefits

Building Official Services

✓ Be a resource for Consultant team members, City staff, and applicants
✓ Help guide citizens through the complexities of the codes
✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area
✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
✓ Manage and help administer the department and report to the City’s designated official
✓ Provide training for our inspectors on City adopted codes and local amendments
✓ Make recommendations regarding local amendments
✓ Coordinate with other Municipal departments
✓ Responsible for client and applicant satisfaction
✓ Attend staff and council meetings
  ▪ Attend or send a qualified team member to pre-submittal meetings on large projects at no charge
  ▪ Two (2) day time meetings per month at no charge (meeting length not to exceed 2 hours/each)

Building, Plumbing, Mechanical and Electrical Inspection Services

✓ Provide a combination inspector (building/electrical/plumbing/mechanical) to the City
✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
✓ Enter results of inspections into the Innoprise permitting system
✓ Meet or exceed agreed upon performance metrics regarding inspections
✓ Provide onsite consultations to citizens and contractors while performing inspections
✓ Identify and document any areas of non-compliance and suggest alternate means
✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel
✓ Issue stop-work notices for non-conforming activities – as needed
Mobile Inspection Resulting
- Provide our inspectors with field devices (IPads) to enter results immediately
- Increases productivity by providing immediate access to information

Professional Plan Review Services
- Begin the plan review process upon receiving electronic plans from the City.
- Review all plans, ensuring they meet the adopted building codes and local amendments
- Provide a professional plan review (in a Word document) to the City.
- Return 1 set of electronically stamped finalized plans and all supporting documentation.
- Stamp 2 paper copies upon next visit to the City’s Planning Office (not to exceed 5 business days).
- Be a resource to applicants and be available throughout the process
- Be a resource for team members and provide support to field inspectors
- Determine type of construction, use, and occupancy classification and determine plans comply with applicable codes and ordinances
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Provide feedback to keep plan review process on schedule
- Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices
- Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete

Structural Engineering Review Services
- Consultant will provide and facilitate using a State licensed sub-consultant
- Service will be pre-approved by a designated representative of the City
- Structural engineering services will be provided by James Horne of Horne Engineering Solutions, LLC
  - Colorado PE License #39610

Applicant Satisfaction Survey
- Put a survey in place that allows applicants, once their permit has been closed out, to provide feedback on their experience throughout the process
- Survey provides an outlet for building department applicants to voice their opinions
- Provides excellent insight into what is working well and what we can do better going forward
- Survey results will go directly from the survey engine to the City of Black Hawk.

2. CITY OBLIGATIONS

City will provide the following:
- Identification badges for all Consultant staff working on behalf of the City
- Access to Innoprise at no charge to the Consultant
- All relevant form/documents required to complete scope of work
- Permit Technician services
- The Consultant shall be appointed as the designated Building Official for the City by the City Manager. Consultant is granted all rights and privileges as established by Chapter 18 of the Black Hawk Municipal Code.
- Schedule all inspections and provide Consultant with that information
3. TIME OF PERFORMANCE

Consultant will perform Services commencing upon execution of the agreement. Services will be performed during normal business hours (excluding Municipal holidays).

Plan Review Schedule

Upon receipt of permit application and plans, electronic copies of plans requiring review will be emailed from the City to the Consultant and the rest of the review team. Day count begins the day after electronic plans are received.

Regardless of the type of project being reviewed* (residential, commercial, new construction, etc), the Consultant will have up to Day 10 to provide their plan review with first comments. Consultant will have an additional 10 days for second comments, if required.

*An exception to this schedule may be required for very large, complex projects. In that case, the City will work with the Consultant to have first comments delivered in 30 days or less.

Inspection Schedule

City will schedule all inspections and notify Consultant via Innoprise. Consultant will access Innoprise utilizing IPads to view requested inspections and provide real time inspection resulting.

The City must notify the Consultant of any next-day inspections by 3:00 pm the business day prior to the inspection date.

For any project under $500,000 in valuation, Consultant will be available for inspections on Tuesdays and Thursdays from 8:00 am to 5:00 pm (not including Municipal Holidays).

For any commercial project whose valuation is $500,000 or over, Consultant will be available for next-day inspections, as needed, Monday through Friday from 8:00 am to 5:00 pm (not including Municipal Holidays).

If Consultant is in the City to provide next-day commercial inspections they can also provide any other requested inspections.

Any day that the Consultant is in the City doing inspections, they will come by the City Planning & Development Office to stamp any outstanding paper copies of plans that have already been electronically reviewed & approved.

4. CERTIFICATIONS

The City requires current certifications for all contractors working for the City. Consultant will provide documentation of ICC certifications and state licensing for all inspectors and plans examiners.
EXHIBIT A-1
SCHEDULE OF CHARGES

EXHIBIT A-1 – SCHEDULE OF CHARGES

1. FEE STRUCTURE

Consultant fees pursuant to this Agreement will be as follows:

<table>
<thead>
<tr>
<th>Service Fee Schedule:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>New Permits – issued after October 14, 2015</strong></td>
</tr>
<tr>
<td>Building Permit Fee</td>
</tr>
<tr>
<td>Electrical Permit Fee</td>
</tr>
<tr>
<td>Building Plan Review Fee</td>
</tr>
<tr>
<td>Electrical Plan Review Fee</td>
</tr>
<tr>
<td>Structural Engineering Review Fee</td>
</tr>
<tr>
<td>Pre-approved by designated City representative</td>
</tr>
<tr>
<td>Re-Inspection Fee*</td>
</tr>
<tr>
<td>Additional/Miscellaneous Inspection Services and Consulting</td>
</tr>
<tr>
<td>Pre-approved by designated City representative</td>
</tr>
<tr>
<td>After-hours/Weekend Inspection Fee</td>
</tr>
<tr>
<td>Expert Witness/Court Testimony</td>
</tr>
<tr>
<td>Pre-approved by designated City representative</td>
</tr>
</tbody>
</table>

Plan Review Services:

- Plan Review Fees include first comments and, if needed, second comments
- There will be a $100.00/ hour fee for review of any previously reviewed/approved plans
- For Deferred Submittals, there will be an additional $300 plan review fee plus $100.00/hour fee for each occurrence.

Rates are all inclusive – no separate billing for mileage or vehicle expenses

Consultant will not bill contractors or homeowners directly, but will bill through the City.

In the event of termination of this agreement, Consultant agrees to complete any plan reviews and inspections paid for up front.

*Consultant will charge a re-inspection fee in the following instances:
- If a contractor calls in an inspection but is not ready when the Consultant gets there to perform the inspection
- If the Consultant shows up to perform an inspection but needed party is not there – the Consultant will charge a re-inspection fee on the second no-show per project. (A re-inspection fee is not charged for the first no-show.)
- If a contractor or homeowner disregards correction items listed from previous inspection but still calls in for another inspection without making required corrections, a re-inspection fee will be charged.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2016, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and VALUATIONS INCORPORATED hereinafter referred to as "Contractor").

RECITALS:

A. The City requires Residential Real Estate Appraisal Services for the ongoing maintenance of the Residential properties participating in the Preservation Easement Program (the Project)

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, Residential Real Estate Appraisal Services for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.
IV. COMPENSATION

A. Compensation shall not exceed $2,500.00 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2016.
VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City’s review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

   b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an
illegal alien to perform work under this Agreement.

3. Verification.

   a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

   b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

   c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor 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 who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake, negligence, or other act of negligence of Contractor, any subcontractor of Contractor, or any officer,
employee, representative, or agent of Contractor, or which arises out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. It is specifically understood and agreed that in no event shall Contractor be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damages. The obligations of this section are subject to any limitations, other indemnifications, or other provisions of this Agreement.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City’s officers, employees, and consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or
property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than
cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422-0068  
Attn: Cynthia Linker – CP&D Administrator

The Contractor:

Valuations Incorporated  
PO Box 726  
Black Hawk, CO 80422  
ATTN: Kent T. Parkhurst, President/Certified Residential Appraiser

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.
IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: ____________________________________
    David D. Spellman, Mayor

ATTEST:

___________________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

___________________________________
Corey Y. Hoffmann, City Attorney
Valuations Incorporated
ATTN: Kent T. Parkhurst, President
Certified Residential Appraiser

By: ______________________________________

Its: ______________________________________

STATE OF COLORADO  )
) ss.
COUNTY OF _____________  )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _______ day of ________________, 2015, by __________________________________________ as the _________________________ of ____________________________________________.

My commission expires: _________________________________

(S E A L)

________________________________________

Notary Public
FROM: Valuations Incorporated  
PO Box 726  
Black Hawk, CO 80422  
ATTN: Kent T. Parkhurst, President/Certified Residential Appraiser

TO: City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422-0068

Project Name Residential Real Estate Appraisal Services

Bid Number N/A  
Project No. N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____________________, 2015

Prospective Contractor _____________________________

By: _____________________________

Title: _____________________________
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, ________________________, am a sole proprietor doing business as ___________________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, __________________________, am an owner/member/shareholder of _______________, a _______________ [specify type of entity - i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, ________________________, am a United States citizen or legal permanent resident.

   The City must verify this statement by reviewing one of the following items:
   o A valid Colorado Driver’s license or a Colorado identification card
   o A United States military card or a military dependent’s identification card
   o A United States Coast Guard Merchant Mariner card
   o A Native American tribal document or
   o In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
   o Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

   Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

_________________________________  ____________________
Signature               Date
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, ________________________, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

____________________________________ ________________________
Contractor Signature Date

STATE OF COLORADO )
) ss.
COUNTY OF _________________ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of ________________, 2015, by ______________________ as ________________ of ____________________.

My commission expires:

(S E A L)

Notary Public
ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
EXHIBIT A
SCOPE OF SERVICES

Provide appraisal services for residential homes located in a National Historic Landmark District participating in the Preservation Easement component of the project. Valuations Incorporated. to provide all of the necessary services for the program as needed.
EXHIBIT A-1
SCHEDULE OF CHARGES

<table>
<thead>
<tr>
<th>CAPACITY</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific Appraisal Service per home/building/land</td>
<td>$450</td>
</tr>
<tr>
<td>Final Inspection/Progress Inspections with report</td>
<td>$150</td>
</tr>
<tr>
<td>Hourly Rate</td>
<td>$100</td>
</tr>
</tbody>
</table>

The per home rate includes all of the scope of work requirements provided by the City of Black Hawk.

Specific flat fees are all inclusive; based on the individual property to be appraised. This means the fee will include time, travel (mileage), materials used in the report process, and any other fees associated with the writing process.

If such services extend above and beyond the report provided, and/or additional inspections are needed during the rehabilitation/preservation process, then a per trip basis will apply.

Hourly rates apply when additional written and/or oral presentation is needed by the client.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2016, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and WEECYCLE ENVIRONMENTAL CONSULTING, INC. hereinafter referred to as "Contractor").

RECITALS:

A. The City requires Environmental Consulting and Abatement services for the ongoing maintenance of various residential properties participating in the Historic Restoration and Community Preservation program ("the Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City environmental consulting and abatement services on miscellaneous projects as directed by the City.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.
IV. COMPENSATION

A. Compensation shall not exceed $75,000 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2016.
VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City’s review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

   b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an
illegal alien to perform work under this Agreement.

3. Verification.
   a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

   b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

   c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor 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 who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake, negligence, or other act of negligence of Contractor, any subcontractor of Contractor, or any officer,
employee, representative, or agent of Contractor, or which arises out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. It is specifically understood and agreed that in no event shall Contractor be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damages. The obligations of this section are subject to any limitations, other indemnifications, or other provisions of this Agreement.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City’s officers, employees, and consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or
property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

   City of Black Hawk  
   P.O. Box 68  
   Black Hawk, Colorado 80422-0068  
   Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than
cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia Linker – CP&D Administrator

The Contractor:

Weecycle Environmental Consulting, Inc.
5375 Western Avenue, Suite B
Boulder, CO 80301
Attn: Judith E. Sawitsky

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.
IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: ____________________________________  
David D. Spellman, Mayor

ATTEST:

___________________________________  
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

___________________________________  
Corey Y. Hoffmann, City Attorney
By: ________________________________

Its: ________________________________

STATE OF COLORADO )
) ss.
COUNTY OF _________________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of __________________________, 2015, by ________________________________ as the _________________________ of __________________________________________.

My commission expires: ________________________________

(S E A L)

_____________________________________
Notary Public
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Weecycle Environmental Consulting, Inc.
      5375 Western Avenue, Suite B
      Boulder, CO  80301
      Attn: Judith E. Sawitsky

TO:    City of Black Hawk
       P.O. Box 68
       Black Hawk, Colorado 80422-0068

Project Name Environmental Consulting and Abatement Services

Bid Number N/A                  Project No. N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____________________, 2015

Prospective Contractor ________________________________

By: ________________________________

Title: ________________________________
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, ________________________, am a sole proprietor doing business as ________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, ________________________, am an owner/member/shareholder of ________________, a ________________ [specify type of entity - i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, ________________________, am a United States citizen or legal permanent resident.

   The City must verify this statement by reviewing one of the following items:
   ○ A valid Colorado Driver’s license or a Colorado identification card
   ○ A United States military card or a military dependent’s identification card
   ○ A United States Coast Guard Merchant Mariner card
   ○ A Native American tribal document or
   ○ In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
   ○ Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

   Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

____________________________________  ______________________________
Signature                                      Date
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, ________________________, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

_____________________________ ________________________
Contractor Signature Date

STATE OF COLORADO )
COUNTY OF _________________ ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _________________, 2015, by _________________________ as ________________ of _____________________.

My commission expires:

(SEAL)

_____________________________
Notary Public
ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
EXHIBIT A
SCOPE OF SERVICES

A comprehensive, full-service environmental consulting and abatement firm to assist the City of Black Hawk through the maze of environmental regulations by successfully providing a broad array of environmental services to include:

- Industrial hygiene
- Abatement
- Site assessments
- Regulatory compliance
- Sampling
- Analyses
- Management of hazardous waste projects and long-term planned remedial programs
- Waste minimization programs
- Recycling programs

Emphasize practical approaches and solutions to minimize cost and liability.

STAFF IS IN THE PROCESS OF REDEFINING SCOPE OF SERVICES
STAFF IS IN THE PROCESS OF REDEFINING FEE SCHEDULE
RESOLUTION 83-2015
A RESOLUTION
APPROVING CERTAIN
SERVICE AGREEMENTS
FOR CALENDAR YEAR
2016 FOR PUBLIC WORKS
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 83-2015

TITLE: A RESOLUTION APPROVING CERTAIN SERVICE AGREEMENTS FOR CALENDAR YEAR 2016

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

Section 1. The City Council hereby approves the Services Agreements with the entities and for the services set forth below (the “Agreements”), and authorizes the Mayor to sign the Agreements on behalf of the City.

<table>
<thead>
<tr>
<th>Entity</th>
<th>Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.C.S. Consultants, Inc.</td>
<td>Surveying</td>
</tr>
<tr>
<td>WL Contractors, Inc.</td>
<td>Traffic Signal Maintenance/Repair</td>
</tr>
<tr>
<td>Ostrander Consulting, Inc.</td>
<td>Transit Assistance</td>
</tr>
<tr>
<td>One-Way, Inc.</td>
<td>Weekly Residential Trash pick-up</td>
</tr>
</tbody>
</table>

RESOLVED AND PASSED this 9th day of December, 2015.

________________________________________
David D. Spellman, Mayor

ATTEST:

________________________________________
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 83-2015, a Resolution authorizing the execution of the agreements for various annual service providers.

RECOMMENDATION:
If City Council chooses to approve Resolution 83-2015, a Resolution authorizing the execution of the agreements between various annual service providers, the recommended motion is as follows: “Approve Resolution 83-2015, a Resolution authorizing the execution of the agreements for various annual service providers for 2016.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City utilizes several service providers to supplement some of the engineering and operations services work. These are budgeted items. The agreements to be signed by the Mayor, upon receipt of the executed agreements from service providers.

010-3101-431-33-07 C.C.S. Consultants, Inc. Surveying
010-3101-431-33-08 Stolfus & Associates, Inc. Roadway/Traffic
204-4801-431-33-19 Ostrander Consulting, Inc. Transit Assistance
010-3101-431-41-03 One-Way, Inc. Weekly Residential Trash pick-up

FUNDING SOURCE: varies

WORKSHOP DATE: December 9, 2015

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: Thomas Isbester

PROJECT COMPLETION DATE: December 31, 2016

DOCUMENTS ATTACHED:

CITY ATTORNEY REVIEW: [ ]Yes [ ]No [ ]N/A INITIALS__________

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director  Jack D. Lewis, City Manager
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _________________, 2015, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the “City”) and C.C.S. Consultants, Inc. (hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous on-call consulting services for Survey work (the Project).

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, Survey services, for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION
A. Compensation shall not exceed **Fifteen Thousand Dollars ($15,000) without prior approval** for the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. **COMMENCEMENT AND COMPLETION OF WORK**

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2016**.
VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

   b. Enter into a contract with a subcontractor that fails to certify to
Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

   a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

   b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

   c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor 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 who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in
any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake, negligence, or other act of negligence of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arises out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. It is specifically understood and agreed that in no event shall Contractor be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damages. The obligations of this section are subject to any limitations, other indemnifications, or other provisions of this Agreement. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker’s Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars
($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred thousand dollars ($250,000) each claim and one million dollars ($250,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City’s officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

   City of Black Hawk  
   P.O. Box 68  
   Black Hawk, Colorado 80422-0068  
   Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental
Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Public Works Director

The Contractor:

C.C.S. Consultants, Inc.
2893 N. Monroe Avenue
Loveland, CO 80538
Attn: Douglas Lancaster, VP
XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: ____________________________________
    David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

C.C.S. Consultants, Inc.

By: _________________________________

Its: _________________________________

STATE OF COLORADO  )
  ) ss.
COUNTY OF _____________  )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of __________________________, 2015, by _________________________________ as the ______________________ of _________________________________.

My commission expires: ________________________________

(S E A L)

______________________________________________
Notary Public

9  CCS PSA-2016

668 of 813
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: C.C.S. Consultants, Inc.

TO: City of Black Hawk
    P.O. Box 68
    Black Hawk, Colorado 80422-0068

Project Name

Bid Number  Project No.

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of __________________, 201__

Prospective Contractor

By: __________________________

Title: __________________________

NO EMPLOYEE AFFIDAVIT
1. Check and complete one:

☐ I, ________________________, am a sole proprietor doing business as ________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, ________________________, am an owner/member/shareholder of ____________________, a __________________________[specify type of entity-i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, ________________________, am a United States citizen or legal permanent resident. The City must verify this statement by reviewing one of the following items:
   - A valid Colorado Driver’s license or a Colorado identification card
   - A United States military card or a military dependent’s identification card
   - A United States Coast Guard Merchant Mariner card
   - A Native American tribal document or
   - In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
   - Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law. Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

__________________________________  ________________________
Signature                          Date

DEPARTMENT PROGRAM AFFIDAVIT
(To be completed if Contractor participates in the
Department of Labor Lawful Presence Verification Program)

I, ________________________, as a public contractor under contract with the City of Black
Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly
hired for employment to perform work under this public contract for services (“Contract”) with the
Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. §
1324a, which verify the employment eligibility and identity of newly hired employees who perform
work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired
employees who perform work under this Contract.

____________________________________ ________________________
Contractor Signature Date

STATE OF COLORADO )
) ss.
COUNTY OF ____________________________

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of
____________________, 201__, by ______________________ as _________________ of
________________________.

My commission expires:

(SEAL)

Notary Public
ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _________________, 2015, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and Stolfus & Associates, Inc. (hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous consulting services for Technical Assistance to support Traffic and Transportation services for the City (the Project).

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, traffic and transportation technical assistance, for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY’S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.
IV. COMPENSATION

A. Compensation shall not exceed Twenty Five Thousand Dollars ($25,000) without prior approval for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor’s verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor’s certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2016.
VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.
   a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
   
b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
   
c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:
      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and
      
      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor 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 who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease,
death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in
any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by,
or is claimed to be caused by, the negligent act, omission, error, professional error, mistake,
negligence, or other act of negligence of Contractor, any subcontractor of Contractor, or any officer,
employee, representative, or agent of Contractor, or which arises out of any workmen's compensation
claim of any employee of Contractor or of any employee of any subcontractor of Contractor. It is
specifically understood and agreed that in no event shall Contractor be required to pay an amount
disproportionate to its culpability or any share of any amount levied to recognize more than actual
economic damages. The obligations of this section are subject to any limitations, other
indemnifications, or other provisions of this Agreement. To the extent this Agreement is subject to
C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of,
but shall not exceed, that amount represented by the degree or percentage of negligence or fault
attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative,
or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural,
engineering, surveying or other design services under this Agreement, the extent of Contractor's
obligation to defend, indemnify and hold harmless the Town may be determined only after
Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or
otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy
or policies of insurance against all liability, claims, demands and other obligations assumed by the
Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other
insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of
any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by
reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient
amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause
any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance
coverages listed below. Such coverages shall be obtained and maintained with forms and insurers
acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims,
demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the
case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall
be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by
applicable law for any employee engaged in the performance of the work under this Contract,
and Employers Liability Insurance with minimum limits of six hundred thousand dollars
($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one
million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured
status may be substituted for the worker’s compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single
limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City’s officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement. Contractor shall notify the City if it is notified by the insurance company of cancellation, termination, or material change in the coverages afforded under the policies. The completed certificate of insurance shall be sent to:

    City of Black Hawk
    P.O. Box 68
    Black Hawk, Colorado 80422-0068
    Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars
($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:
City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Public Works Director

The Contractor:

Elizabeth Stolfus
Stolfus & Associates, Inc.
5690 DTC Boulevard, Suite 101W
Greenwood Village, Colorado 80111
XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: ____________________________________
    David D. Spellman, Mayor

ATTEST:

___________________________________
    Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

___________________________________
    Corey Y. Hoffmann, City Attorney

Stolfus & Associates, Inc.

By: ____________________________________
    _________________________________

Its: __________________________________

STATE OF COLORADO )
    ) ss.
COUNTY OF _________________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ______ day of __________________________, 2015, by _______________________________ as the __________________________ of _________________________________.

My commission expires: ________________________________

(S E A L)

___________________________________
    Notary Public
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Stolfus & Associates, Inc.

TO: City of Black Hawk
    P.O. Box 68
    Black Hawk, Colorado 80422-0068

Project Name ____________________________________________________________

Bid Number ____________________  Project No. ________________________

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____________________, 2015

Prospective Contractor ________________________________

By: ________________________________

Title: ________________________________
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:
   
   I, ________________________, am a sole proprietor doing business as _______________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

   OR

   I, ________________________, am an owner/member/shareholder of _______________, a _______________ [specify type of entity - i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one:

   I, ________________________, am a United States citizen or legal permanent resident.

   The City must verify this statement by reviewing one of the following items:
   o A valid Colorado Driver’s license or a Colorado identification card
   o A United States military card or a military dependent’s identification card
   o A United States Coast Guard Merchant Mariner card
   o A Native American tribal document or
   o In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
   o Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

   OR

   I am otherwise lawfully present in the United States pursuant to federal law.

   Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

   ____________________________   ____________________________
   Signature                      Date

DEPARTMENT PROGRAM AFFIDAVIT
(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, ______________________, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

____________________________________ ________________________
Contractor Signature Date

STATE OF COLORADO )
) ss.
COUNTY OF ________________  )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _________________, 2015, by ______________________ as ________________ of _________________.

My commission expires:

(S E A L)
______________________________
Notary Public
ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
2016 STANDARD HOURLY RATES

Professional Services

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$170/hr</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$145/hr</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$125/hr</td>
</tr>
<tr>
<td>Engineer</td>
<td>$105/hr</td>
</tr>
<tr>
<td>Transportation Specialist</td>
<td>$115/hr</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>$  95/hr</td>
</tr>
<tr>
<td>Student Intern</td>
<td>$  55/hr</td>
</tr>
<tr>
<td>Administrative</td>
<td>$  55/hr</td>
</tr>
</tbody>
</table>

Expert Witness Services*

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal (Expert Witness)</td>
<td>$350/hr</td>
</tr>
<tr>
<td>Senior Engineer (Expert Witness)</td>
<td>$290/hr</td>
</tr>
</tbody>
</table>

*includes deposition testimony, courtroom appearances, transcript review, etc.

Outside Consultants

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage</td>
<td>at Standard Federal Rate</td>
</tr>
<tr>
<td>Outside reproduction</td>
<td>at cost</td>
</tr>
<tr>
<td>Other expenses</td>
<td>at cost</td>
</tr>
<tr>
<td>CD Production</td>
<td>$5.00/per disk</td>
</tr>
<tr>
<td>In-House Reproduction (B&amp;W)</td>
<td>$0.15/per print</td>
</tr>
<tr>
<td>In-House Reproduction (Color)</td>
<td>$0.60/per print</td>
</tr>
<tr>
<td>Large Format Plots</td>
<td>$1.50/per square foot</td>
</tr>
<tr>
<td>Foam Board</td>
<td>$3.00/per square foot</td>
</tr>
</tbody>
</table>
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of ________________, 2015, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and WL Contractors (hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous professional services for the ongoing maintenance and repair of traffic signals and associated systems on an on-call basis throughout the year (the Project).

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, on-call maintenance and repair of traffic signals and systems, for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.
IV. COMPENSATION

A. Compensation shall not exceed **Forty Thousand Dollars ($40,000) without prior approval** for the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK
Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2016.

**VI. PROFESSIONAL RESPONSIBILITY**

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

**VII. COMPLIANCE WITH LAW**

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work
under this Agreement; or

   b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

   a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

   b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

   c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor 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 who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

 Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including
IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.
2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds. The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:
   City of Black Hawk
   P.O. Box 68
   Black Hawk, Colorado 80422-0068
   Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers, and its
employees, are relying on, and do not waive or intend to waive by any provision of this
Agreement, the monetary limitations (presently three hundred fifty, thousand dollars
($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence)
or any other rights, immunities, and protections provided by the Colorado Governmental
amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be
assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days
advance written notice. In the event the Agreement is terminated by the City's issuance of said
written notice of intent to terminate, the City shall pay Contractor for all work previously authorized
and completed prior to the date of termination. If, however, Contractor has substantially or
materially breached the standards and terms of this Agreement, the City shall have any remedy or
right of set-off available at law and equity. If the Agreement is terminated for any reason other than
cause prior to completion of the Project, any use of documents by the City thereafter shall be at the
City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action
concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this
Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement
shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall
make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this
Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this
Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or
which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to
have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Public Works Director

The Contractor:

WL Contractors
5920 Lamar Street
Arvada, Colorado 80003
XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: ____________________________________
   David D. Spellman, Mayor

ATTEST:

___________________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

___________________________________
Corey Y. Hoffmann, City Attorney

WL Contractors

By: ____________________________________
   
Its: ____________________________________

STATE OF COLORADO                        )
   ) ss.
COUNTY OF _____________________________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ______ day of ______________________, 2015, by ______________________ of __________________________________________________________.

My commission expires: ________________________________

(S E A L)

___________________________________
Notary Public
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: WL Contractors

TO: City of Black Hawk
    P.O. Box 68
    Black Hawk, Colorado 80422-0068

Project Name

Bid Number _______ Project No. _______

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____________________, 2015

Prospective Contractor _________________________________

By: _________________________________

Title: _________________________________
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, ________________________, am a sole proprietor doing business as _______________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, __________________________, am an owner/member/shareholder of _______________, a _______________ [specify type of entity—i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, ________________________, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- A valid Colorado Driver’s license or a Colorado identification card
- A United States military card or a military dependent’s identification card
- A United States Coast Guard Merchant Mariner card
- A Native American tribal document or
- In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

____________________________  ____________________
Signature                         Date

DEPARTMENT PROGRAM AFFIDAVIT
(To be completed if Contractor participates in the
Department of Labor Lawful Presence Verification Program)

I, ________________________, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

____________________________________ ________________________
Contractor Signature Date

STATE OF COLORADO )
) ss.
COUNTY OF _________________ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _________________, 2015, by ________________________ as ______________ of _________________.

My commission expires:

(S E A L) ________________________
Notary Public
## ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

<table>
<thead>
<tr>
<th><strong>Documents that Serve to Prove Citizenship/Lawful Presence and Identification:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Colorado Driver’s License or Identification Card</td>
</tr>
<tr>
<td>• Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY</td>
</tr>
<tr>
<td>• A United States Military Card of a Military Dependent’s Identification Card</td>
</tr>
<tr>
<td>• A United States Coast Guard or Merchant Mariner Card</td>
</tr>
<tr>
<td>• A Native American Tribal Document</td>
</tr>
<tr>
<td>• Certificate of Naturalization with Photograph</td>
</tr>
<tr>
<td>• Certificate of U.S. Citizenship with Photograph</td>
</tr>
<tr>
<td>• U.S. Passport (less than 5 years old)</td>
</tr>
<tr>
<td>• Northern Mariana Identification Card with Photograph</td>
</tr>
</tbody>
</table>

### OR

<table>
<thead>
<tr>
<th><strong>Documents that Only Serve to Prove Citizenship/Lawful Presence:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>• U.S. Birth Certificate</td>
</tr>
<tr>
<td>• Certification of Report of Birth from Department of State</td>
</tr>
<tr>
<td>• Report of Birth Abroad of a U.S. Citizen</td>
</tr>
<tr>
<td>• U.S. Citizen Identification Card</td>
</tr>
<tr>
<td>• Final Adoption Decree</td>
</tr>
<tr>
<td>• Evidence of U.S. Civil Service Employment before June 1, 1976</td>
</tr>
<tr>
<td>• Statement Provided by U.S. Consular Officer Certifying Citizenship</td>
</tr>
<tr>
<td>• Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.</td>
</tr>
<tr>
<td>• Early School Records</td>
</tr>
<tr>
<td>• Census Records</td>
</tr>
<tr>
<td>• Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship</td>
</tr>
</tbody>
</table>

### AND

<table>
<thead>
<tr>
<th><strong>Documents that Serve to Prove Identification:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>• A Driver’s License or Identification Card Regardless of the State of Issuance</td>
</tr>
<tr>
<td>• School Identification Card with Photograph</td>
</tr>
<tr>
<td>• Identification Card Issued by Federal, State or Local Government</td>
</tr>
<tr>
<td>• A Driver’s License Issued by a Canadian Government Authority</td>
</tr>
</tbody>
</table>
November 23, 2015

Mr. Thomas Isbester  
City of Black Hawk  
PO Box 17  
Black Hawk CO 80422

RE: 2016 Traffic Signal Maintenance Contract

Dear Tom,

W.L. Contractors Inc hereby grants to City of Black Hawk an option to renew the existing Traffic Signal Maintenance Agreement, including the original terms and conditions, at 2015 pricing, (no price increase) for one (1) additional term or one (1) year from January 1, 2016 through December 31, 2016.

If this is acceptable, please initiate the proper paperwork and mail to my attention. Thank you and we look forward to working with the City of Black Hawk in 2016.

If you have any questions, please call me.

Sincerely,

Tim Leach  
Operations Manager  
W.L. Contractors
### Black Hawk-37

<table>
<thead>
<tr>
<th>Type</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Intersection</td>
<td>GREGORY &amp; MAIN</td>
</tr>
<tr>
<td></td>
<td>HWY 119 &amp; GREGORY/BLACKHAWK</td>
</tr>
<tr>
<td></td>
<td>HWY 119 &amp; MILL</td>
</tr>
<tr>
<td></td>
<td>HWY 119 &amp; RICHMAN</td>
</tr>
<tr>
<td></td>
<td>MAIN &amp; MILL</td>
</tr>
<tr>
<td></td>
<td>MAIN &amp; RICHMAN</td>
</tr>
<tr>
<td>Vehicle Intersection count</td>
<td>7</td>
</tr>
<tr>
<td>Fire Signal</td>
<td>HWY 119 &amp; FIRE STATION</td>
</tr>
<tr>
<td>Fire Signal count</td>
<td>1</td>
</tr>
</tbody>
</table>

## Black Hawk
### Extra Work Rate Schedule

<table>
<thead>
<tr>
<th>Vehicle Equipment</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bucket Truck</td>
<td>$36.50</td>
</tr>
<tr>
<td>Boom/Digger Truck</td>
<td>$78.15</td>
</tr>
<tr>
<td>Air Compressor</td>
<td>$25.10</td>
</tr>
<tr>
<td>Pick-up Truck</td>
<td>$31.30</td>
</tr>
<tr>
<td>Maintenance Van</td>
<td>$31.30</td>
</tr>
<tr>
<td>Front End Loader</td>
<td>$41.70</td>
</tr>
<tr>
<td>Backhoe/Trencher</td>
<td>$67.75</td>
</tr>
</tbody>
</table>

### Personnel

<table>
<thead>
<tr>
<th>Role</th>
<th>(IMSA Level)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td>II Electrician</td>
</tr>
<tr>
<td>Foreman</td>
<td>II Electrician</td>
</tr>
<tr>
<td>Tech I</td>
<td>II Technician</td>
</tr>
<tr>
<td>Tech II</td>
<td>I Technician</td>
</tr>
<tr>
<td>Master Electrician</td>
<td></td>
</tr>
<tr>
<td>Operator</td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
<td></td>
</tr>
<tr>
<td>Engineer</td>
<td></td>
</tr>
</tbody>
</table>

**Hourly Rates**

- $67.75
- $57.30
- $52.10
- $41.50
- $67.75
- $42.00
- $37.00
- $125.00

**Note:** IMSA certifications listed are minimums required for each personnel category. No IMSA certification is required for Master Electrician, Operator, Laborer, or Traffic Engineer.

### Unit Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>(In Asphalts)</th>
<th>(In Concrete)</th>
<th>(Per Lamp)</th>
<th>(Per Intersection)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6x40 Detector Loop</td>
<td>$1,100.00</td>
<td>$1,300.00</td>
<td>$7.50</td>
<td>$275.00</td>
</tr>
<tr>
<td>Annual Lamp Change</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computerized Conflict Monitor Testing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Quarterly Preventative Maintenance Procedures**

- (Per Location) $130.00

**Annual Preventative Maintenance Procedures**

- (Per Location) $235.00
TRAFFIC SIGNAL MAINTENANCE

AND EMERGENCY REPAIR AGREEMENT

INTENT AND SCOPE

INTENT: To furnish complete traffic signal maintenance service, including preventive maintenance for a fixed monthly price. Service shall include furnishing all labor, tools, equipment, and personnel necessary to provide the services as described in the contract documents. All work shall be performed in accordance with CDOT standards and technical specifications.

SCOPE: Work to be done under the contract includes approximately the following:

1. Quarterly preventive maintenance procedures.

2. Annual preventive maintenance procedures.

3. Annual lamp change.

4. Unscheduled and emergency repairs.

5. Extra work, as, and if, requested by the Owner.
SPECIAL CONDITIONS

SC-1. CONTINUOUS SERVICE: Continuous maintenance and emergency service shall be provided by the contractor on a twenty-four (24) hour, three hundred sixty-five (365) day per year basis for the entire contract award period. The Contractor shall provide and maintain twenty-four (24) hour continuous, one number telephone answering service and the Contractor shall be considered notified when the information is given to the answering service. All changes in the telephone number shall be preceded by a written notice to the Owner at least one (1) week prior to the date of the change.

SC-2. LISTING OF POSSIBLE EXTRA WORK: Extra work may include, but not be confined to the following types of work.

A. Additions and/or modifications to the traffic control equipment serviced under this contract.

B. Installation of equipment and/or materials for a new signal installation location, either complete or partial.

C. Traffic Engineering Services


E. Changes in signal timing as authorized by the Owner's Engineer

F. Painting of poles, mast arms, control cabinets, signal heads and visors.

G. Installation of signs and school zone flashers and warning beacons.

H. Installation of vehicle detector loops and video detection systems.

SC-3. DAMAGE TO TRAFFIC CONTROL EQUIPMENT BEYOND THE CONTROL OF THE CONTRACTOR: When damage or malfunctions to traffic control equipment maintained by the contractor, but not being worked on occurs, which is clearly beyond the control of the contractor, the Owner shall pay all costs related to such occurrences at the prices established in this contract, provided suitable evidence has been presented by the contractor. Such damage may be the result of but not confined the following types of occurrences:

A. Vandalism  D. Roadway Failures  G. Construction Damage
B. Vehicle Damage  E. Utility Failures  H. Equipment Failures
C. Major Storm  F. False Calls  I. Detours
SC-4. ADDITIONAL REPAIRS: During the course of maintenance or surveillance, the Contractor is expected to watch for and make other signal repairs that may be needed. However, if a situation is observed that requires repair, and may be billed to the Owner, approval by the Owner is required prior to beginning those repairs, except for repairs of an emergency nature.

SC-5. SERVICE PERSONNEL REQUIREMENT: The Contractor shall have present, during any repair and/or maintenance work, sufficient and qualified personnel to properly perform the work. All services provided under terms and conditions of this agreement, including scheduled maintenance, shall be supervised by an I.M.S.A. Certified Level II or higher Traffic Signal Technician. A Certified Electronics Technician will supervise all electronics lab work.

SC-6. SERVICE EQUIPMENT REQUIREMENTS: The Contractor shall maintain a fleet of service trucks, which shall be capable of doing the work covered under this agreement. The minimum required vehicles shall include, one primary and one backup emergency service truck, one bucket truck, and one derrick/digger truck, all equipped with cell phones or two-way business radios and amber or approved red rotating beacons. Each vehicle shall be clearly identified with the Contractor's name and telephone number.

SC-7. WORK ORDERS: Work orders shall be notices to proceed. A work order shall be issued to the Contractor prior to the start of extra work except for emergency repairs.

SC-8. MAINTENANCE OF TRAFFIC: All street detours, partial or complete shall be approved by the Owner. All construction and maintenance operations which may create hazards to vehicles, pedestrians, or the workers shall require traffic control devices as specified by FHWA and the MUTCD, as required by the Owner.

SC-9. ADDITIONAL TRAFFIC SIGNAL LOCATIONS: Additional Traffic Signal and Flasher locations may be added to this contract by the Owner at established prices of this contract. An acceptance inspection will be performed by the owner and the contractor prior to adding a new location to the contract.

SC-10. INVENTORY OF MATERIALS AND PARTS: It shall be the responsibility of the Contractor to stock materials and parts as may be needed for normal repair of the traffic control equipment. In addition the Contractor shall stock the necessary controllers, poles, signals and parts necessary to restore an intersection to an operating condition on an emergency basis.
SC-11. REPLACEMENT OF MATERIALS, PARTS OR UNITS: All materials, parts or units used in the course of performing traffic signal maintenance or repair shall be supplied by the Contractor except as directed otherwise by the Owner. Materials used by the contractor for performing extra work shall be billed to the Owner at the contractor's cost, plus 15%.

SC-12. OTHER CONTRACTORS: The Owner will notify the Contractor in writing when any other contractor is scheduled to do any work at the locations covered under this agreement. The said location will temporarily removed from the contract until the other contractors work has been accepted by the Owner and the Contractor at which time the location will be reinstated.
TECHNICAL SPECIFICATIONS
TRAFFIC CONTROL EQUIPMENT MAINTENANCE

TS-1. QUARTERLY PREVENTIVE MAINTENANCE PROCEDURES:
Quarterly preventive maintenance checks will be performed three times per year, once each quarter (Annual procedures will be done on the remaining quarter). A detailed report of work done, work scheduled, and recommendations will be supplied to the Owner upon completion. Any hazardous conditions found during these checks shall be repaired immediately and the owner notified by the end of the following working day. The following checks will be performed at each location.

(1) Check cabinet hinges, locks, fan, caulking, and filter.

(2) Check controller by visually observing displays. Confirm controller is running correct coord plan per data sheets.

(3) Check communications by establishing a com link to the controller from the TOC.

(4) Check conflict monitor by visually observing monitor, controller, and load switch indicators.

(5) Check flasher module(s) by observing indicators.

(6) Check time of day clocks referenced to WWV + or - 2 seconds, If not correct, reset. If signal is controlled by Master System, check master before resetting.

(7) Check operation of all vehicle detectors. Check video detection by observing indicators. Check pavement.

(8) Check all vehicle and pedestrian signals for proper indications, burnt out lamps, alignment, height and general condition.

(9) Check operation and condition of all pedestrian push buttons and signs.

(10) Visually check condition of all poles, mastarms, spanwires, and hardware.

(11) Visually check condition of all signs and pavement markings. Visually check condition of illuminated signs and luminaries.

(12) Check all pullboxes and markers for damage and accessibility per intersection sketch.

13) Check EVP (opticom) by use of test switches and functional test on phase selector. Visually check detectors for proper alignment.

(14) Test UPS System by turning off power at disconnect and confirm signal continues to operate in "run" mode.
TS-2. ANNUAL PREVENTIVE MAINTENANCE PROCEDURES: The Contractor will schedule the annual preventive maintenance at his convenience. A detailed report of work done, work scheduled, and recommendations will be supplied to the Owner upon completion. Any hazardous conditions or improperly operating equipment found during these checks shall be repaired immediately and the owner notified by the end of the following working day. The following checks will be performed at each location.

(1) DOCUMENTATION Every cabinet will have a drawer or plastic envelope containing a minimum of the following: cabinet prints, phasing diagram, intersection layout sketch, controller and coord data sheets.

(2) WIRING Tag all field wires, indicating phase and direction. All detector lead-ins will be properly grounded. All wiring will be neatly arranged. Check all connections and terminal screws.

(3) CABINET Clean cabinet and components thoroughly, clean or replace air filter, lubricate locks and hinges, check door seals, caulking and paint. Check operation of thermostat, fan, light, and convenience outlet.

(4) CONTROLLER Check controller settings and entries per data sheet, make printout if applicable. Check operation of all indicators and displays. Check several timed intervals with a stopwatch, paying particular attention to clearance intervals. Observe dynamic operation, insuring all functions are operating properly. Check controller backup batteries if applicable. Check time of day clocks referenced to WWV + or - 2 seconds, If not correct, reset. If signal is controlled by Master System, check master before resetting.

(5) COORDINATION Check for proper coordination operation per coord data sheet and TOD plan.

(6) COMMUNICATIONS Check communications by establishing com link with controller from TOC.

(7) CONFLICT MONITOR Verify monitor cabinet wiring by observing monitor, controller, and load switch indicators. Check monitor flash operation by tripping monitor. A complete test of the monitor will be performed and documentation will be provided, cost will be charged per contract schedule.

(8) CABINET SWITCHES Check operation of all switches and test buttons in the police door and inside the cabinet. Check functional operation of flasher and flash circuits.
(9) DETECTION Check for proper operation of all vehicle detectors. Check all loop and microloop splices, resplice and/or reseal as necessary. Check detector amplifier settings and delay and extend functions. Check loops for resealing, pavement problems, etc. Check operation of Video detection with monitor. Check and record video level. Clean camera lens.

(10) SIGNAL HEADS Check all Vehicle and Pedestrian signals for proper indications, height, and alignment. Check condition of housings, lenses, reflectors, visors, and mounting hardware. Check programmed heads for proper programming.

(11) PUSHBUTTONS Check for proper operation of all pedestrian push buttons. Check all signs and buttons for secure mounting, proper location, and general condition.

(12) POLES AND MASTARMS Visually Check all poles and mastarms for damage, paint, missing covers and hardware, alignment and general condition.

(13) SPANWIRE Check all spanwires and tethers for proper height, damage, fraying, and general condition. Check all eyebolts, strand vices, hangers, signs, and overhead wiring.

(14) SIGNS AND MARKINGS Check all signs for alignment and condition. Physically check condition of all illuminated street name signs, tighten mounting hardware and sign panel thumb screws. Check condition of all pavement markings.

(15) PULLBOXES Check all pullboxes for broken or missing lids, proper height, general condition, and accessibility per intersection sketch. Check all wiring and splices in all pullboxes.

(16) PRE-EMPT Test railroad pre-empt for proper operation, (coordinate test with railroad). Check opticom equipment by use of emitter from proper distance, clean detectors as necessary.

(17) UPS SYSTEM Check functional operation of UPS System by removing power from cabinet. Check UPS System using diagnostic software. Load test batteries.

(18) SYSTEMS INTERCONNECT Check interconnect pullboxes for broken or missing lids, proper height, general condition, and accessibility per system sketch. Check all wiring and splices in all pullboxes.

(19) VOLTAGE AND CURRENT READINGS Check and record the controller +24VDC, total intersection current, and A C line voltage.
TS-3. CONTROLLER AND CONFLICT MONITOR DOCUMENTATION: Printouts of controller timing data and conflict monitor test data will be made and be supplied to the Owner as part of the annual preventive maintenance procedures.

TS-4. ANNUAL LAMP CHANGE: All incandescent signal light lamps at each location will be replaced annually, costs will be charged per contract schedule. All burned out lamps will be replaced by the Contractor at no cost to the Owner for the duration of the contract. Reported burned out lamps will be replaced by the end of the following working day.

TS-5. UNSCHEDULED OR EMERGENCY MAINTENANCE: All malfunctions of the controller and/or accessory equipment reported to the Contractor shall be considered an emergency. Any damage which in the opinion of the Owner or other authorized persons, constitute a serious hazard to the public shall be considered an emergency. In such instances the Contractor shall respond to the site within TWO hours from the time the contractor received the report.

TS-6. SERVICE CALLS: Since proper and adequate preventive maintenance minimizes service calls, the Owner shall not be charged extra for service calls, with the exception of those conditions listed in SC-3.

TS-7. RECORDS OF MAINTENANCE: A current detailed report of all scheduled maintenance, unscheduled maintenance, repairs and extra work will be supplied to the Owner on a monthly basis and upon demand when required. This report shall be in a convenient and easily understood format and shall include as a minimum the location, description of the problem or work done, the time and date the call was received, and the time and date the problem was corrected. Original copies as well as computer diskette information will be maintained by the contractor for the duration of the contract.

TS-8. TIMING CHANGES: No timing changes shall be made by the contractor unless authorized by the Owner's Engineer except during an emergency such as loop failure, push button failure, emergency detour etc. The Owner shall be notified of such changes on the next normal working day.

TS-9. SCHEDULE: The contractor will provide the owner with a schedule of annual maintenance, quarterly maintenance, and annual lamp change within 30 days of the beginning of each contract year.
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _______ day of ________________, 2015 by and between the City of Black Hawk, State of Colorado, a Colorado municipal corporation (hereinafter referred to as “City”) and Ostrander Consulting, Inc., whose address is 1250 Humboldt, Unit 1401, Denver, Colorado 80218 hereinafter referred to as “Contractor” as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR. Contractor shall perform the following: instruction and/or services during the days and times, and at the location, as more particularly described in Attachment “A”, which is attached hereto and incorporated herein and made a part hereof by this reference.

2. TERM. The term of this Agreement shall commence on the day of execution, and shall terminate on the 31st day of December 2016 unless earlier terminated pursuant to Section 9 herein.

3. COMPENSATION. In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment “A”.

4. METHOD OF PAYMENT. The compensation provided in Section 3 shall be paid by the City to Contractor upon filing of an invoice specifying the services provided.

5. EQUIPMENT, MATERIALS AND SUPPLIES. Unless otherwise agreed by the City, Contractor shall acquire, provide, maintain and repair at Contractor’s sole cost and expense such equipment, materials, supplies, etc., as necessary for the proper conduct of the aforesaid instruction and/or services.

6. COMPLIANCES. In the conduct of the instruction and/or services contemplated hereunder, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the City or its designated representatives.

7. INDEPENDENT CONTRACTOR. Contractor agrees that he/she is an independent contractor and that accordingly neither he she nor his employees are covered by the City's workers' compensation policy, or any other worker's compensation policy.

8. HOLD HARMLESS. Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all loss, damage, injuries, claims, or causes of action, or any liability of any kind whatsoever resulting from, arising out of or in connection with the instruction and/or services provided by Contractor pursuant to this agreement.

9. TERMINATION. The City shall have the right to terminate this Agreement upon three (3) days notice, if Contractor fails to comply with the terms and conditions set forth in this Agreement.

10. ASSIGNMENT. Contractor shall not assign or otherwise transfer this Agreement or any rights or obligations therein, without first receiving prior written consent of the City.

11. INSURANCE. Contractor understands and agrees that Contractor shall have no right of coverage under any and all existing or future City comprehensive or personal injury liability policies, and in that regard,
Contractor agrees to provide insurance coverage on behalf of the Contractor, that will sufficiently protect Contractor, or his agents, servants and employees, in connection with the services which are to be provided by Contractor pursuant to this Agreement.

12. CONTRACT INTERPRETATION

A. No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

B. This is a completely integrated Agreement and contains the entire Agreement of the parties, and any prior written or oral agreement which are different from the terms, conditions and provisions of this Agreement shall be of no effect and shall not be binding upon either party.

C. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided that neither party may assign its rights hereunder without the previous written consent of the other party which shall not be unreasonably withheld.

D. Notice required or permitted to be given hereunder (including any notice of change of address) shall be considered delivered when hand-delivered or when mailed, by United States mail, first-class postage paid, as follows:

<table>
<thead>
<tr>
<th>City:</th>
<th>City of Black Hawk</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>P.O. Box 68, 201 Selak Street</td>
</tr>
<tr>
<td></td>
<td>Black Hawk, CO 80422-0068</td>
</tr>
<tr>
<td>Attn:</td>
<td>City Clerk</td>
</tr>
</tbody>
</table>

| Contractor: | Amy Ostrander          |
|            | Ostrander Consulting Inc. |
|            | 1250 Humboldt, Unit 1401 |
|            | Denver, Colorado 80218  |

All notices so given shall be considered effective when delivered by hand-delivery, or in writing, as stated above.

E. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute a single agreement.

F. This Agreement is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

________________________________________
David D. Spellman, Mayor

ATTEST:

_____________________________________
Melissa A. Greiner, City Clerk
CONTRACTOR

By: ______________________________________

STATE OF COLORADO )
COUNTY OF ____________  )

) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ______ day of ___________________________, 2015, by _____________________.

My commission expires: __________________________

(SEAL)

____________________________
Notary Public
City of Black Hawk
On-Call Technical Assistance to Support City Transit Service for 2016

Ostrander Consulting, Inc. focuses on defining solutions for rural, resort, and specialized transportation services. Ostrander Consulting, Inc., led by principal Amy Ostrander, combines a strong educational and professional background in transportation with significant operations experience.

Technical Assistance will be provided to the City of Black Hawk in the area following areas to support City transit services:

<table>
<thead>
<tr>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing/advertising support</td>
</tr>
<tr>
<td>Passenger service improvement/rider surveys</td>
</tr>
<tr>
<td>Operational planning</td>
</tr>
<tr>
<td>Risk management and safety</td>
</tr>
<tr>
<td>Strategic planning</td>
</tr>
<tr>
<td>Maintenance management and capital replacement</td>
</tr>
<tr>
<td>State and federal regulatory compliance</td>
</tr>
<tr>
<td>Grants application/management</td>
</tr>
<tr>
<td>Contract provider oversight</td>
</tr>
<tr>
<td>Other planning areas as directed</td>
</tr>
<tr>
<td>Other technical assistance as directed</td>
</tr>
</tbody>
</table>

Consultant Service Fee Schedule

<table>
<thead>
<tr>
<th>Technical Assistance</th>
<th>Ostrander $110.00/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing Assistance Contract</td>
<td>$35.00/hour</td>
</tr>
<tr>
<td>(Brochure Distribution/Survey Work/Other as Assigned)</td>
<td></td>
</tr>
</tbody>
</table>
Reimbursable expenses must be accompanied by proof of payment.

No work will be commenced without authorization of the City of Black Hawk Staff. This service will be provided on-call only. The City of Black Hawk has no commitment for any minimum level of work or time frame for requesting assistance.

November 19, 2015
AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this _____ day of ________________, 2015 , by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the “City”) and One Way, Inc. hereinafter referred to as “Contractor”.

RECITALS:

A. The City requires miscellaneous services for the weekly residential trash pick-up throughout the year (the Project).

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, on-call maintenance and repair of traffic signals and systems, for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY’S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor’s expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.
IV. COMPENSATION

A. Compensation shall not exceed **Fifteen Thousand Six Hundred Dollars ($15,600.00) without prior approval** for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement or January 1, 2016. This Agreement shall be completed by December 31, 2016.
VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.
   a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
   b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
   c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:
      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and
      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor 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 who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death,
property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake, negligence, or other act of negligence of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arises out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. It is specifically understood and agreed that in no event shall Contractor be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damages. The obligations of this section are subject to any limitations, other indemnifications, or other provisions of this Agreement. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker’s Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

2. Commercial general liability insurance with minimum combined single
limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:
   
   City of Black Hawk  
   P.O. Box 68  
   Black Hawk, Colorado 80422-0068  
   Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to
have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Public Works Director

The Contractor:

One Way, Inc.
P.O. Box 704
Lyons, CO 80540
303-823-0556, onewaytrash@aol.com
XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: ________________________________
    David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

______________________________
Corey Y. Hoffmann, City Attorney

One Way, Inc.

By: ________________________________
    ________________________________
    Its:

STATE OF COLORADO )
    ) ss.
COUNTY OF _________________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _______________________, 2015, by ________________________________ as the ________________________ of ________________________________.

My commission expires: ________________________________

(S E A L)

______________________________
Notary Public
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: ________________________________________________________________
    Contractor

TO:     City of Black Hawk
        P.O. Box 68
        Black Hawk, Colorado 80422-0068

Project Name ____________________________________________________________

Bid Number ___________________ Project No. _______________________

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____________________, 2015

Prospective Contractor ________________________________

By: ________________________________________________

Title: ______________________________________________
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, ________________________, am a sole proprietor doing business as ___________________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, __________________________, am an owner/member/shareholder of _______________, a _______________ [specify type of entity - i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, ________________________, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- A valid Colorado Driver’s license or a Colorado identification card
- A United States military card or a military dependent’s identification card
- A United States Coast Guard Merchant Mariner card
- A Native American tribal document or
- In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

__________________________________________  _________________________
Signature                                      Date

DEPARTMENT PROGRAM AFFIDAVIT
(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, ________________________, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

____________________________________ ________________________
Contractor Signature Date

STATE OF COLORADO )
) ss.
COUNTY OF ____________________________

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _________________, 2015, by ________________________ as __________________ of _________________________.

My commission expires:

(S E A L)

Notary Public
# ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

## Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

## OR

## Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

## AND

## Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
RESOLUTION 84-2015

A RESOLUTION

APPROVING THE

SERVICE AGREEMENTS

FOR VEHICLE TOWING SERVICES
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 84-2015  

TITLE: A RESOLUTION APPROVING THE SERVICE AGREEMENTS FOR VEHICLE TOWING SERVICES  

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:  

Section 1. The City Council hereby approves the Service Agreements for Vehicle Towing Services with the entities set forth below (the “Agreements”), and authorizes the Mayor to sign the Agreements on behalf of the City.  

A. D & J Towing and Recovery;  
B. Help Towing; and  
C. Black Hawk Towing.  

RESOLVED AND PASSED this 9th day of December, 2015.  

_________________________________________
David D. Spellman, Mayor  

ATTEST:  

_________________________________________
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Resolution approving the service agreement for vehicle towing services between the City of Black Hawk and
A. D & J Towing and Recovery
B. Help Towing
C. Black Hawk Towing

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE (or deny, etc.) Resolution 84-2015, A Resolution approving the service agreement for vehicle towing services between the City of Black Hawk and
A. D & J Towing and Recovery
B. Help Towing
C. Black Hawk Towing

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Towing companies which have a service agreement with City of Black Hawk and an annual renewal of the agreement is required. The agreements to be signed by the Mayor, upon receipt of the executed agreements from:
A. D & J Towing and Recovery
B. Help Towing
C. Black Hawk Towing

AGENDA DATE: December 9, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes[ ]No

STAFF PERSON RESPONSIBLE: Kenneth Lloyd, Police Lieutenant

DOCUMENTS ATTACHED: Resolution 84-2015 and Service Agreement

RECORD: [ ]Yes [ X ]No

CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A

SUBMITTED BY: [ X ]Kenneth Lloyd

Reviewed by:

Kenneth Lloyd, Police Lieutenant
Jack D. Lewis, City Manager
SERVICE AGREEMENT

CITY OF BLACK HAWK, COLORADO

TITLE: VEHICLE TOWING SERVICES

CONTRACT NO.:
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section I</td>
<td>General Terms and Conditions</td>
</tr>
<tr>
<td>Section II</td>
<td>Obligations of the City and the Contractor</td>
</tr>
<tr>
<td>Section III</td>
<td>Special Conditions</td>
</tr>
<tr>
<td>Section IV</td>
<td>Payment and Fee Schedule for Towing Services</td>
</tr>
<tr>
<td>Section V</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>Section VI</td>
<td>Change Orders or Extensions</td>
</tr>
<tr>
<td>Section VII</td>
<td>Charter, Laws and Ordinances</td>
</tr>
<tr>
<td>Section VIII</td>
<td>Equal Employment Opportunity</td>
</tr>
<tr>
<td>Section IX</td>
<td>Termination of Contract</td>
</tr>
<tr>
<td>Section X</td>
<td>Miscellaneous</td>
</tr>
<tr>
<td>Exhibit A</td>
<td>Requirements of the Contractor</td>
</tr>
</tbody>
</table>
AGREEMENT

THIS AGREEMENT is made and entered into this _1st_ day of January, 2016 by and between the City of Black Hawk, Colorado (the "City") and D & J Towing and Recovery of Colorado (the "Contractor").

WITNESSETH:

WHEREAS, the City intends that the Contractor shall provide towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto;

WHEREAS, it is in the best interests of the public that the City designate the Contractor to provide towing and related services to the City; and

WHEREAS, the Contractor agrees to provide all authorized towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto.

NOW, THEREFORE, the City and the Contractor, for the consideration hereinafter set forth, agree as follows:

SECTION I. GENERAL TERMS AND CONDITIONS

A. This Agreement shall be effective 12:01 a.m., on the ___ day of ________, 20___, and shall continue for a period of one (1) year. If the Contractor's service is satisfactory during this period of time, the City reserves the right to renew this Agreement for additional one year terms.

B. All work performed by the Contractor shall be authorized by a duly authorized officer, agent or representative of the City prior to the Contractor undertaking performance. This Agreement does not guarantee to the Contractor any work or create an exclusive contract.

C. The Contractor shall inform the City in writing of any subcontractors or firms hired by the Contractor to perform work in connection with this Agreement and shall keep the City informed of any changes. Unless approved in writing by the City, subcontractors may only be used to perform work in unusual circumstances, and shall not be used to substitute for the minimum equipment required by this Agreement. The Contractor shall be responsible for the performance of any subcontractor or firm hired by the Contractor. Nothing contained herein shall create any contractual relationship between the City and a subcontractor or a firm hired by the Contractor.
D. The Contractor and its personnel shall remain the agents and employees of the Contractor and are not, nor shall be construed to be, agents or employees of the City even though the City may use their services under the terms of this Agreement.

E. The Contractor shall be responsible for any injury to persons or damage to property from negligent acts, errors or omissions of the Contractor, its subcontractors, agents and employees.

SECTION II. OBLIGATIONS OF THE CITY AND THE CONTRACTOR

The City shall:

A. Provide full information, including a detailed scope as to its service requirements.

B. Give prompt notice to the Contractor whenever the City observes or otherwise becomes aware of any discrepancies in the services provided and the services requested.

C. Furnish or direct the Contractor to provide at the City's expense any necessary additional services.

The Contractor shall:

A. Perform services as provided within this Agreement and "Requirements of Contractor" attached hereto as Exhibit A and incorporated herein by this reference and

B. Obtain a City of Black Hawk Business License pursuant to Article 1 of Chapter 6 of the Black Hawk Municipal Code.

SECTION III. SPECIAL CONDITIONS

A. The Contractor shall be licensed by the Colorado Public Utilities Commission (the "PUC") and it must comply at all times with the rules and regulations promulgated by the PUC. Revocation of the license by the PUC will subject this Agreement to immediate termination. Also, all towing vehicle operators must possess a valid Colorado Driver's License of the proper class.

B. The Chief of Police and the Contractor shall review claims for loss or damage settled by the Contractor. If substantiated, the Contractor shall pay all claims. If the City is advised of a claim, they will advise the Contractor of the claim and the same procedure of review and settlement stated above will apply.
C. The City shall not deputize the Contractor, its drivers or its employees, nor shall any of the Contractor's vehicles or trucks be required to carry flashing red lights. All vehicles and trucks shall be operated in compliance with all traffic regulations of the City, unless otherwise directed by a City of Black Hawk police officer.

D. In order to assure acceptable standards of performance, it is specifically agreed and understood that the City has entered into this Agreement in reliance on its inspection and investigation of the establishment, facilities, business reputation and other general qualifications of the Contractor. In order to assure that these standards of performance are maintained during the term of this Agreement, there shall be no change in ownership of the Contractor without the prior approval of the City.

SECTION IV. PAYMENT AND FEE SCHEDULE FOR TOWING SERVICES

The Contractor agrees to accept as full payment for towing services the following amounts of compensation:

TOWING CHARGES

<table>
<thead>
<tr>
<th>Business Hours</th>
<th>DAY</th>
<th>NIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00 a.m. to 5:00 p.m.</td>
<td>5:01 p.m. to 7:59 a.m.</td>
<td></td>
</tr>
</tbody>
</table>

Private Property fees: set by PUC

All other fees: Black Hawk fees will be consistent with approved fees established by the Colorado State Patrol’s annual fee review. Contractor will provide City with copy of approved fees annually.

A. The amounts set forth above shall be firm for a period of one year. All fees will be collected at the Contractor's office.

B. If the City requests a vehicle to be impounded, the Contractor shall collect at its office the fees for the towing and storage of the vehicle from the vehicle owner or other person authorized to receive the vehicle. The fees collected shall be in the amounts set forth above. If the tow sheet “Police Hold” box is not checked, the vehicle can be released to the Registered Owner or authorized person without verbal or written authorization from the Chief of Police or his designee for that vehicle. Police Holds shall be released in writing from the Chief of Police or his designee. Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall not accrue
storage charges during the first 7 days of the vehicle is held. After the initial 7
days a maximum of 60 days storage can be charged. Towing charges on vehicles
held pending investigation shall be paid by the vehicle owner or other person
authorized to receive the vehicle unless a supervisor of the Chief of Police or his
designee determines that these charges should be paid by the City.

C. Releases of impounded vehicles shall be by appointment only. The regular hours
of the impound lot shall be from 8:00 a.m. until 5:00 p.m., Monday through
Friday. If a vehicle cannot be picked up during regular business hours, there shall
be an after-hours/weekend charge of $66.00 for the release of a vehicle.

D. Each month the Chief of Police or his designee shall pay the Contractor for all
authorized services performed for the City. The sum shall be calculated according to
the charges set forth above.

SECTION V. INSURANCE REQUIREMENTS

A. The parties understand and agree that the City is relying on the Colorado
Governmental Immunity Act, § 24-10-101, et seq., 10A C.R.S., as amended, and it does not
waive nor intend to waive by any provision of this Agreement, the monetary limitations, or any
other rights, immunities or protections provided by the Colorado Governmental Immunity Act,
C.R.S. § 24-10-101, et seq., as amended.

B. The Contractor shall procure and maintain, and shall require any subcontractor to
procure and maintain, the minimum insurance coverage listed below. The coverage shall be
procured and maintained from a company satisfactory to the City and in a form satisfactory to
the City. All coverage shall be continuously maintained to cover all liability, claims, demands,
and other obligations assumed by the Contractor during the period of this Agreement. In the
case of any claims-made policy, the necessary retroactive dates and extended reporting periods
shall be procured to maintain such continuous coverage.

C. The Contractor shall provide and maintain the following minimum coverage:

1. Worker's compensation insurance to cover obligations imposed by
applicable laws for any employee engaged in the performance of work
under this Agreement, and employer's liability insurance, with minimum
limits of six hundred thousand dollars ($600,000) - each accident, six
hundred thousand dollars ($600,000) disease - policy limit, and six
hundred thousand dollars ($600,000) disease - each employee. Evidence
of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. General liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including independent contractors, products, and completed operations). The policy shall contain a severability of interest provision.

3. Comprehensive automobile liability insurance with minimum limits of six hundred thousand dollars ($600,000) for each person and one million dollars ($1,000,000) for each occurrence.

D. The one million dollar general liability insurance policy shall be endorsed to include the City and the City's officers and employees as additional insured. Every policy stipulated above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the worker's compensation policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required under this Agreement.

E. The certificate of insurance shall be completed by the Contractor's insurance agent and shall be reviewed and approved by the City prior to commencement of the Agreement. The certificate shall evidence that the policies meet the required coverage, conditions, and minimum limits and are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days’ prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City Clerk's Office
City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion the City may procure or renew any such policy or any extended reporting period thereon and may pay any and
all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may off-set the cost of the premiums against any monies due to the Contractor from the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

SECTION VI. CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of the services the Contractor performs. All changes in service shall be incorporated in written Change Orders to this Agreement, including any changes in the increase or decrease of the amount of the Contractor's compensation. All Change Orders shall be mutually agreed upon by and between the City and the Contractor.

SECTION VII. CHARTER, LAWS AND ORDINANCES

During the term of this Agreement the Contractor agrees to observe all federal and state laws, the City of Black Hawk's Ordinances and Charter, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

SECTION VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees. The Contractor shall ensure that the employees are treated, during employment, without regard to their race, color, religion, sex or national origin. The Contractor shall not discriminate when employing, upgrading, demoting, transferring, recruiting, terminating, compensating, or training an employee. This list is by way of example and not limitation. Furthermore, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
D. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the city, state and federal agencies may require.

E. The Contractor agrees to comply with such rules, regulations, and guidelines as the city, the state, or federal agencies may issue to prevent discrimination based upon race, color, religion, sex or national origin.

SECTION IX. TERMINATION OF CONTRACT

A. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, or if the work is not being performed in accordance with the rules and regulations of the PUC, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of termination.

B. The Contractor agrees to perform all services to the satisfaction of the City. If, in the opinion of the City, the Contractor's performance is unsatisfactory, the City reserves the right to terminate this Agreement by giving fifteen (15) days' written notice to the Contractor of such termination.

C. If this Agreement is terminated for any reason, all finished or unfinished services, reports, or other material prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

SECTION X. MISCELLANEOUS

A. This Agreement consists of this Agreement, Exhibit A and such written addenda hereto as the parties subsequently agree shall be in effect.

B. The services contemplated under this Agreement shall not be assigned, sublet or transferred without the prior written consent of the City.

C. Any notice required under this Agreement shall be sent to the parties as follows:

City of Black Hawk
Attn: City Manager
P.O. Box 68
Black Hawk, CO 80422
Contractor:

D & J Towing and Recovery of Colorado

Physical Address:
30495 Bryant Drive
Evergreen, CO 80439

Mailing Address:
P.O. Box 3725
Evergreen, CO 80437

D. The captions and headings in this Agreement are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of this Agreement.

E. This Agreement shall be construed under the laws of the State of Colorado.

F. If any of the terms of this Agreement are in conflict with any rule of law or statutory provision of the State of Colorado, then the terms of this Agreement which may conflict with such laws shall be deemed inoperative and null and void to the extent they may be in conflict therewith, but the remaining provisions of this Agreement shall remain in full force and effect.

G. **ILLEGAL ALIENS.**

1. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

   b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

2. Verification.

   a. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.
b. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

   i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

   ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor 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.

3. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

   IN WITNESS WHEREOF, the City of Black Hawk and the Contractor have caused this Agreement to be executed this _____ day of __________________, 20______.

   CITY OF BLACK HAWK, COLORADO

   By: _________________________________
       David D. Spellman, Mayor

   ATTEST:

   _________________________________
   Melissa A. Greiner, City Clerk

   APPROVED AS TO FORM:
CONTRACTOR

By: Brady Loving

Name: D J ing

Title: aw er

Reviewed 05/2015

TOWING CONTRACT #3 FINAL
EXHIBIT A

REQUIREMENTS OF THE CONTRACTOR

A. Protection and Handling of Vehicles

It shall be the duty of the Contractor to protect all motor vehicles in its custody, and the Contractor shall be liable for any loss or damage caused by the negligence of its employees, agents, or servants. All vehicles must be towed in accordance with the manufacturer's specifications.

Vehicles to be stored by the Contractor shall be secured at the scene of the tow and removed directly to the Contractor's lot. The Contractor understands and agrees that the City will not be responsible for any fees associated with storage of any vehicle on the Contractor's lot. The vehicle shall not be opened or tampered with while enroute. Upon arrival at the lot, entrance and access to the vehicle shall be limited to: wheel tie-down equipment removal, locking of transmission gear or only as required by the performance of legitimate business.

All personal property is to remain in the vehicle once the vehicle is in the custody of the towing agency and shall be secured inside that vehicle and be the responsibility of the towing agency while the vehicle is in their custody.

Vehicles towed as evidence will be delivered to a locked storage area located at the Contractors place of business or any other location specified by the Chief of Police of his designee and will be accompanied by the Chief of Police or his designee until they are appropriately secured.

After any evidence processing has been completed, the City will notify the owner to pick-up their vehicle. If the owner should fail to do so within seventy-two 72 hours, excluding weekends and holidays, the City will request vehicle removal from the City's lot by the Contractor to the Contractor's storage lot. All expenses incurred from the time the vehicle is picked-up at the City's lot will be at the owner's expense. The expenses are, but are not limited to, towing, special equipment needs and/or storage. The failure of the owner to recover the vehicle at the City's lot will cause the vehicle to be considered abandoned and will be treated as such by the Contractor from that time on.

The Contractor is required to store all other vehicles impounded during the term of the Contractor's Agreement with the City until such vehicles are lawfully released, sold or disposed of as prescribed in Colo. Rev. Stat. § 42-4-1801 to 1815.
B. **Removing Debris**

The Contractor's tow unit operator shall be required to remove all glass and debris deposited upon the roadway by the disabled vehicle that he has received authorization to tow. In addition, any grease or oil slick deposited on the roadway must be covered with dirt or a grease absorbing material. All spills shall be handled in accordance with all existing rules and regulations as prescribed by the E.P.A. and under the direction of the Black Hawk Fire Department.

C. **Property in Vehicles**

The Contractor shall immediately notify the Chief of Police or his designee of the existence of any property of substantial value that is found in any vehicle towed at the request of the Chief of Police or his designee. Substantial value for the purposes of this paragraph shall be property estimated by the Contractor to be in excess of four hundred dollars ($400.00) in value. After said notification, the Contractor will request that the Chief of Police or his designee be dispatched to take custody of any such property. All other property of little or no value left inside abandoned vehicles may be disposed of at the discretion of the Contractor after the abandoned vehicle process is completed and said vehicle is available for sale or destruction.

D. **Suspected Criminal Activity**

Tow operators and their dispatchers, acting in the course of their duties as defined by this document, shall immediately inform the Chief of Police or his designee whenever they observe or learn about any activity of a suspected criminal nature or any other circumstance that reasonably appears to require police action.

E. **Response Time**

If a tow unit is unable to respond within forty-five (45) minutes to any official request from the City for any reason, the Contractor shall so inform the requesting City department and will state the reason for the inability to respond to the request and the estimated response time. If deemed necessary by the requesting department or the Contractor, a call to another tow company to respond to that tow may be initiated. The Contractor shall bear any and all additional costs related to the hiring and use of another firm's tow unit(s) if that firm is outside of those contracted by the City and under this same contract. It is the responsibility of the Contractor to arrange for the use of another firm's tow unit(s) for any emergency situation that causes the Contractor to be unable to respond to the City's request for services. If employing another tow service is caused by the failure of the Contractor to maintain the required number of operating tow units as stated in this document (Section "L"), the Contractor shall bear any and all additional costs.
expense of hiring another firm's tow units. Such an occurrence could cause cancellation of the towing services unless the City receives a written report detailing the mitigating circumstances and accepts the reasons therein. Any vehicle towed by any other towing company for the Contractor shall be stored at the Contractor's cost.

F. **Business Hours**

The Contractor's lot shall be open, at a minimum, from 8:30 a.m. to 4:30 p.m., Monday through Friday, to release vehicles to those persons authorized to receive them. An after hours release shall be at the discretion of the Contractor, unless a release is specifically requested by the Chief of Police or his designee. The Contractor is entitled to take holidays in accordance with the City's holiday schedule; however, the Contractor is responsible for providing twenty-four (24) hour, seven (7) day-a-week towing service for the City in emergencies and as deemed necessary by the Chief of Police or his designee. Releases of vehicles shall be done by appointment, whether during normal lot hours, or after hours and on weekends.

G. **Fee Collection**

The Contractor shall collect fees for the towing and storage of vehicles requested to be impounded by the City, however, the City shall not be responsible for the payment of any fees associated with vehicle storage on the Contractor's lot. The fees collected shall be in the amounts set forth in the Agreement.

The amounts shown in the Agreement shall be firm for a period of one (1) year. All fees will be collected at the Contractor's office.

No fees shall be accepted by the Contractor on any vehicle impounded by the Chief of Police or his designee unless proper written authorization for release has been obtained for the vehicle.

H. **Rates and Charges**

Each month the Chief of Police or his designee shall transfer to the Contractor a sum calculated according to the charges set forth in the Agreement and contracted to, for services performed by the Contractor for the City of Black Hawk.

Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall accrue no storage fees chargeable to the City during the period for which the vehicle is held. Towing charges on vehicles held...
pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless the Chief of Police or his designee determines that these charges should be paid by the City.

I. Disposal of Abandoned Vehicles

Vehicle disposal by the Contractor will be accomplished in the manner set forth by state statutes on the required Report of Abandoned Vehicle Form prescribed and supplied by the Colorado Department of Revenue.

J. Service Log

A log of all services performed for the City shall be maintained at the office of the Contractor and shall be available for inspection by City personnel during normal business hours as per PUC. For each City tow service, the log shall contain the following minimums:

1. Date of activity;
2. Time;
3. Location;
4. Vehicle/item description (make, model, year, color(s), license number or VIN);
5. Disposition of vehicle/item;
6. Total towing charges; and
7. Name of tow truck operator and tow truck number.

K. Storage Lot

The Contractor's storage lot shall be within a twenty-five (25) mile radius of the City of Black Hawk.

The Contractor shall provide sufficient lot space to accommodate a minimum of thirty (30) towed vehicles per month. The lot shall be equipped with appropriate locks and sufficient lighting to ensure the security of the vehicles towed at the City's request.

L. Towing Unit Requirements

The Contractor shall have at least two (2) towing vehicles, including one operable four-wheel drive vehicle, in their fleet of vehicles. Subcontractors may not be used to meet this minimum requirement.

A heavy-duty towing unit will be used whenever a vehicle to be towed has three (3) or more axles or has a gross weight in excess of ten thousand (10,000) pounds. A heavy-
duty tow unit may also be requested by the Chief of Police or his designee if he feels a heavy-duty tow is warranted. The Contractor with this capability will be given these tows. If more than one (1) Contractor has this capability, these types of tows will be rotated between them.

Towing units will be required to safely tow vehicles in accordance with normally accepted towing procedures.

Minimum towing vehicle requirements are dolly and winching capabilities, as promulgated by the PUC, as those requirements may be amended.

Each tow vehicle must carry adequate supplies to accomplish debris removal (Section "B").

The Contractor must be able to return vehicles to an upright towable position, safely, for removal in a reasonable amount of time.
# CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurance, authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an additional insured, the policy(ies) must be endorsed. If Subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer**

Insurance of Denver, Inc.
8231 West 14th Avenue
Lakewood, CO 80214

**Insured**

D&J Towing & Recovery of Colorado Inc.

**PO Box 3725**

Evergreen, CO 80437

**Coverages**

<table>
<thead>
<tr>
<th>Certificate Number: CLUSS3011205</th>
<th>Revision Number:</th>
</tr>
</thead>
</table>

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document, with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

### Commercial General Liability

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Additional Insured Policy Number</th>
<th>Policy Eff. Date</th>
<th>Policy Exp. Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Commerical General Liability</td>
<td>PTWK006745-00</td>
<td>5/1/2015</td>
<td>5/1/2016</td>
<td>EACH OCCURRENCE: $1,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>DAMAGES TO RENTED PREMISES (Exclusions) $100,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one incident) $5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $3,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS-COMMERCE $3,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>GENERAL LIABILITY (Per Person) $500,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>MEDICAL EXP (Any one accident) $5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL INJURY (Per occurrence) $1,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Exclusions) $5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>AUTOMOBILE MEDICAL PAYMENTS $5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE $5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $5,000</td>
</tr>
</tbody>
</table>

### Umbrella Liability

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Additional Insured Policy Number</th>
<th>Policy Eff. Date</th>
<th>Policy Exp. Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Umbrella Liability</td>
<td>PTWK006745-00</td>
<td>5/1/2015</td>
<td>5/1/2016</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>DAMAGES TO RENTED PREMISES (Exclusions) $100,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one incident) $5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $3,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS-COMMERCE $3,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>GENERAL LIABILITY (Per Person) $500,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>MEDICAL EXP (Any one accident) $5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL INJURY (Per occurrence) $1,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Exclusions) $5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>AUTOMOBILE MEDICAL PAYMENTS $5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE $5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $5,000</td>
</tr>
</tbody>
</table>

### Workers Compensation and Employer's Liability

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Additional Insured Policy Number</th>
<th>Policy Eff. Date</th>
<th>Policy Exp. Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Workers Compensation and Employer's Liability</td>
<td>PTWK006745-00</td>
<td>5/1/2015</td>
<td>5/1/2016</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>DAMAGES TO RENTED PREMISES (Exclusions) $100,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one incident) $5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $3,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS-COMMERCE $3,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>GENERAL LIABILITY (Per Person) $500,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>MEDICAL EXP (Any one accident) $5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL INJURY (Per occurrence) $1,000,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Exclusions) $5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>AUTOMOBILE MEDICAL PAYMENTS $5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE $5,000</td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $5,000</td>
</tr>
</tbody>
</table>

### Certificate Holder

(303) 582-5381
mmartin@cityofblackhawk.or

City of Black Hawk
City Clerk's Office Deputy City Clerk
Michelle Martin 303-582-2221/303-582-5878
P.O. Box 68
Black Hawk, CO 80422

### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative
Shawn Hegarty/SAW

© 1988-2014 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Pinnacol Assurance
7501 E Lowry Blvd
Denver, CO 80230-7006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
D+S Towing & Recovery of Colorado Inc.
30495 Bryant DR
Evergreen, CO 80439

INSURERS AFFORDING COVERAGE
ISSUER
Pinnacol Assurance
NAIC:
41190
ISSUING
INSURER
Pinnacol Assurance
ISSUER
Pinnacol Assurance

COVERAGES

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

<table>
<thead>
<tr>
<th>POLICY</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EACH OCCURRENCE</td>
<td>DAMAGE TO RENTED PREMISES</td>
<td></td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td>PERSONAL &amp; AUTO LIABILITY</td>
<td></td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td>PRODUCTS COMPOD AGA</td>
<td></td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td>COMBINED SINGLE LIMIT</td>
<td></td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td>AUTO LIABILITY</td>
<td></td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td>PROPERTY DAMAGE</td>
<td></td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td>OTHER THAN</td>
<td></td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td>EXCESSIVE RISKS</td>
<td></td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td>RETENTION 5</td>
<td></td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td>OTHER</td>
<td></td>
</tr>
</tbody>
</table>

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

<table>
<thead>
<tr>
<th>POLICY</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4182965</td>
<td>05/01/2015</td>
<td>05/01/2016</td>
</tr>
<tr>
<td>4182965</td>
<td>OTHER</td>
<td></td>
</tr>
<tr>
<td>4182965</td>
<td>EXCESSIVE RISKS</td>
<td></td>
</tr>
<tr>
<td>4182965</td>
<td>RETENTION 5</td>
<td></td>
</tr>
<tr>
<td>4182965</td>
<td>OTHER</td>
<td></td>
</tr>
<tr>
<td>4182965</td>
<td>EXCESSIVE RISKS</td>
<td></td>
</tr>
<tr>
<td>4182965</td>
<td>RETENTION 5</td>
<td></td>
</tr>
<tr>
<td>4182965</td>
<td>OTHER</td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Towing

CERTIFICATE HOLDER

City Of Black Hawk
Att: City Manager
P.O.Box 68-
Black Hawk, CO 80422

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO NOTIFY 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO NOTIFY SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michelle Wells
New Business Representative
CORPORATION 1988

ACORD 25(2001/08)
SERVICE AGREEMENT
CITY OF BLACK HAWK, COLORADO

TITLE: VEHICLE TOWING SERVICES

CONTRACT NO.: ____________________
TABLE OF CONTENTS

Section I  General Terms and Conditions
Section II  Obligations of the City and the Contractor
Section III Special Conditions
Section IV  Payment and Fee Schedule for Towing Services
Section V   Insurance Requirements
Section VI  Change Orders or Extensions
Section VII Charter, Laws and Ordinances
Section VIII Equal Employment Opportunity
Section IX  Termination of Contract
Section X   Miscellaneous
Exhibit A  Requirements of the Contractor
THIS AGREEMENT is made and entered into this ___ day of ____________, 20___, by and between the City of Black Hawk, Colorado (the "City") and Help Towing (the "Contractor").

WITNESSETH:

WHEREAS, the City intends that the Contractor shall provide towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto;

WHEREAS, it is in the best interests of the public that the City designate the Contractor to provide towing and related services to the City; and

WHEREAS, the Contractor agrees to provide all authorized towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto.

NOW, THEREFORE, the City and the Contractor, for the consideration hereinafter set forth, agree as follows:

SECTION GENERAL TERMS AND CONDITIONS

This Agreement shall be effective 12:01 a.m., on the 1st day of January, 2016, and shall continue for a period of one (1) year. If the Contractor's service is satisfactory during this period of time, the City reserves the right to renew this Agreement for additional one year terms.

All work performed by the Contractor shall be authorized by a duly authorized officer, agent or representative of the City prior to the Contractor undertaking performance. This Agreement does not guarantee to the Contractor any work or create an exclusive contract.

The Contractor shall inform the City in writing of any subcontractors or firms hired by the Contractor to perform work in connection with this Agreement and shall keep the City informed of any changes. Unless approved in writing by the City, subcontractors may only be used to perform work in unusual circumstances, and shall not be used to substitute for the minimum equipment required by this Agreement. The Contractor shall be responsible for the performance of any subcontractor or firm hired by the Contractor. Nothing contained herein shall create any contractual relationship between the City and a subcontractor or a firm hired by the Contractor.
The Contractor and its personnel shall remain the agents and employees of the Contractor and are not, nor shall be construed to be, agents or employees of the City even though the City may use their services under the terms of this Agreement.

The Contractor shall be responsible for any injury to persons or damage to property from negligent acts, errors or omissions of the Contractor, its subcontractors, agents and employees.

SECTION  OBLIGATIONS OF THE CITY AND THE CONTRACTOR

The City shall:

Provide full information, including a detailed scope as to its service requirements.

Give prompt notice to the Contractor whenever the City observes or otherwise becomes aware of any discrepancies in the services provided and the services requested.

Furnish or direct the Contractor to provide at the City's expense any necessary additional services.

The Contractor shall:

A. Perform services as provided within this Agreement and "Requirements of Contractor" attached hereto as Exhibit A and incorporated herein by this reference and

B. Obtain a City of Black Hawk Business License pursuant to Article 1 of Chapter 6 of the Black Hawk Municipal Code.

SECTION  SPECIAL CONDITIONS

The Contractor shall be licensed by the Colorado Public Utilities Commission (the "PUC") and it must comply at all times with the rules and regulations promulgated by the PUC. Revocation of the license by the PUC will subject this Agreement to immediate termination. Also, all towing vehicle operators must possess a valid Colorado Driver's License of the proper class.

The Chief of Police and the Contractor shall review claims for loss or damage settled by the Contractor. If substantiated, the Contractor shall pay all claims. If the City is advised of a claim, they will advise the Contractor of the claim and the same procedure of review and settlement stated above will apply.
The City shall not deputize the Contractor, its drivers or its employees, nor shall any of the Contractor's vehicles or trucks be required to carry flashing red lights. All vehicles and trucks shall be operated in compliance with all traffic regulations of the City, unless otherwise directed by a City of Black Hawk police officer.

In order to assure acceptable standards of performance, it is specifically agreed and understood that the City has entered into this Agreement in reliance on its inspection and investigation of the establishment, facilities, business reputation and other general qualifications of the Contractor. In order to assure that these standards of performance are maintained during the term of this Agreement, there shall be no change in ownership of the Contractor without the prior approval of the City.

SECTION PAYMENT AND FEE SCHEDULE FOR TOWING SERVICES

The Contractor agrees to accept as full payment for towing services the following amounts of compensation:

<table>
<thead>
<tr>
<th>TOWING CHARGES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DAY</strong></td>
</tr>
<tr>
<td>Business Hours</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Private Property fees: set by PUC

All other fees: Black Hawk fees will be consistent with approved fees established by the Colorado State Patrol's annual fee review. Contractor will provide City with copy of approved fees annually.

The amounts set forth above shall be firm for a period of one year. All fees will be collected at the Contractor's office.

If the City requests a vehicle to be impounded, the Contractor shall collect at its office the fees for the towing and storage of the vehicle from the vehicle owner or other person authorized to receive the vehicle. The fees collected shall be in the amounts set forth above. If the tow sheet "Police Hold" box is not checked, the vehicle can be released to the Registered Owner or authorized person without verbal or written authorization from the Chief of Police or his designee for that vehicle. Police Holds shall be released in writing from the Chief of Police or his designee. Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall not accrue storage charges during the first 7 days of the vehicle is held. After the initial 7 days...
days a maximum of 60 days storage can be charged. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless a supervisor of the Chief of Police or his designee determines that these charges should be paid by the City.

C. Releases of impounded vehicles shall be by appointment only. The regular hours of the impound lot shall be from 8:00 a.m. until 5:00 p.m., Monday through Friday. If a vehicle cannot be picked up during regular business hours, there shall be an after-hours/weekend charge of $66.00 for the release of a vehicle.

D. Each month the Chief of Police or his designee shall pay the Contractor for all authorized services performed for the City. The sum shall be calculated according to the charges set forth above.

SECTION INSURANCE REQUIREMENTS

The parties understand and agree that the City is relying on the Colorado Governmental Immunity Act, § 24-10-101, et seq., 10A C.R.S., as amended, and it does not waive nor intend to waive by any provision of this Agreement, the monetary limitations, or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

The Contractor shall procure and maintain, and shall require any subcontractor to procure and maintain, the minimum insurance coverage listed below. The coverage shall be procured and maintained from a company satisfactory to the City and in a form satisfactory to the City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor during the period of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

The Contractor shall provide and maintain the following minimum coverage:

Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and employer's liability insurance, with minimum limits of six hundred thousand dollars ($600,000) - each accident, six hundred thousand dollars ($600,000) disease - policy limit, and six hundred thousand dollars ($600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
General liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including independent contractors, products, and completed operations). The policy shall contain a severability of interest provision.

Comprehensive automobile liability insurance with minimum limits of six hundred thousand dollars ($600,000) for each person and one million dollars ($1,000,000) for each occurrence.

The one million thousand dollar general liability insurance policy shall be endorsed to include the City and the City's officers and employees as additional insured. Every policy stipulated above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the worker's compensation policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required under this Agreement.

The certificate of insurance shall be completed by the Contractor's insurance agent and shall be reviewed and approved by the City prior to commencement of the Agreement. The certificate shall evidence that the policies meet the required coverage, conditions, and minimum limits and are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City Clerk's Office  
City of Black Hawk  
P.O. Box 68  
Black Hawk, CO 80422

Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may off-set the cost of the premiums against any...
monies due to the Contractor from the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

SECTION CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of the services the Contractor performs. All changes in service shall be incorporated in written Change Orders to this Agreement, including any changes in the increase or decrease of the amount of the Contractor's compensation. All Change Orders shall be mutually agreed upon by and between the City and the Contractor.

SECTION CHARTER, LAWS AND ORDINANCES

During the term of this Agreement the Contractor agrees to observe all federal and state laws, the City of Black Hawk's Ordinances and Charter, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

SECTION EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees. The Contractor shall ensure that the employees are treated, during employment, without regard to their race, color, religion, sex or national origin. The Contractor shall not discriminate when employing, upgrading, demoting, transferring, recruiting, terminating, compensating, or training an employee. This list is by way of example and not limitation. Furthermore, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Reviewed 05/2015
TOWING CONTRACT #3 FINAL
The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the city, state and federal agencies may require.

The Contractor agrees to comply with such rules, regulations, and guidelines as the city, the state, or federal agencies may issue to prevent discrimination based upon race, color, religion, sex or national origin.

SECTION TERMINATION OF CONTRACT

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, or if the work is not being performed in accordance with the rules and regulations of the PUC, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of termination.

The Contractor agrees to perform all services to the satisfaction of the City. If, in the opinion of the City, the Contractor's performance is unsatisfactory, the City reserves the right to terminate this Agreement by giving fifteen (15) days' written notice to the Contractor of such termination.

If this Agreement is terminated for any reason, all finished or unfinished services, reports, or other material prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

SECTION MISCELLANEOUS

This Agreement consists of this Agreement, Exhibit A and such written addenda hereto as the parties subsequently agree shall be in effect.

The services contemplated under this Agreement shall not be assigned, sublet or transferred without the prior written consent of the City.

Any notice required under this Agreement shall be sent to the parties as follows:

City of Black Hawk
Attn: City Manager
P.O. Box 68
Black Hawk, CO 80422

Reviewed 05/2015
TOWING CONTRACT #3 FINAL
Contractor:

Help Towing

Physical Address:
63 Main Street
Rollinsville, CO 80474

The captions and headings in this Agreement are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of this Agreement.

This Agreement shall be construed under the laws of the State of Colorado.

If any of the terms of this Agreement are in conflict with any rule of law or statutory provision of the State of Colorado, then the terms of this Agreement which may conflict with such laws shall be deemed inoperative and null and void to the extent they may be in conflict therewith, but the remaining provisions of this Agreement shall remain in full force and effect.

G. ILLEGAL ALIENS.

1. Prohibited Acts. Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

   b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

2. Verification.

   a. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

   b. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

   i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

   ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor 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.

3. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

IN WITNESS WHEREOF, the City of Black Hawk and the Contractor have caused this Agreement to be executed this _____ day of ________________, 20_____.

CITY OF BLACK HAWK, COLORADO

By: ___________________________
    David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

______________________________
Corey Y. Hoffmann, City Attorney
CONTRACTOR

By: [Handwritten signature]
Name: [Handwritten signature]
Title: [Handwritten signature]
EXHIBIT A

REQUIREMENTS OF THE CONTRACTOR

Protection and Handling of Vehicles

It shall be the duty of the Contractor to protect all motor vehicles in its custody, and the Contractor shall be liable for any loss or damage caused by the negligence of its employees, agents, or servants. All vehicles must be towed in accordance with the manufacturer's specifications.

Vehicles to be stored by the Contractor shall be secured at the scene of the tow and removed directly to the Contractor's lot. The Contractor understands and agrees that the City will not be responsible for any fees associated with storage of any vehicle on the Contractor's lot. The vehicle shall not be opened or tampered with while enroute. Upon arrival at the lot, entrance and access to the vehicle shall be limited to: wheel tie-down equipment removal, locking of transmission gear or only as required by the performance of legitimate business.

All personal property is to remain in the vehicle once the vehicle is in the custody of the towing agency and shall be secured inside that vehicle and be the responsibility of the towing agency while the vehicle is in their custody.

Vehicles towed as evidence will be delivered to a locked storage area located at the Contractor's place of business or any other location specified by the Chief of Police of his designee and will be accompanied by the Chief of Police or his designee until they are appropriately secured.

After any evidence processing has been completed, the City will notify the owner to pick-up their vehicle. If the owner should fail to do so within seventy-two 72 hours, excluding weekends and holidays, the City will request vehicle removal from the City's lot by the Contractor to the Contractor's storage lot. All expenses incurred from the time the vehicle is picked-up at the City's lot will be at the owner's expense. The expenses are, but are not limited to, towing, special equipment needs and/or storage. The failure of the owner to recover the vehicle at the City's lot will cause the vehicle to be considered abandoned and will be treated as such by the Contractor from that time on.

The Contractor is required to store all other vehicles impounded during the term of the Contractor's Agreement with the City until such vehicles are lawfully released, sold or disposed of as prescribed in Colo. Rev. Stat. § 42-4-1801 to 1815.
Removing Debris

The Contractor's tow unit operator shall be required to remove all glass and debris deposited upon the roadway by the disabled vehicle that he has received authorization to tow. In addition, any grease or oil slick deposited on the roadway must be covered with dirt or a grease absorbing material. All spills shall be handled in accordance with all existing rules and regulations as prescribed by the E.P.A. and under the direction of the Black Hawk Fire Department.

Property in Vehicles

The Contractor shall immediately notify the Chief of Police or his designee of the existence of any property of substantial value that is found in any vehicle towed at the request of the Chief of Police or his designee. Substantial value for the purposes of this paragraph shall be property estimated by the Contractor to be in excess of four hundred dollars ($400.00) in value. After said notification, the Contractor will request that the Chief of Police or his designee be dispatched to take custody of any such property. All other property of little or no value left inside abandoned vehicles may be disposed of at the discretion of the Contractor after the abandoned vehicle process is completed and said vehicle is available for sale or destruction.

Suspected Criminal Activity

Tow operators and their dispatchers, acting in the course of their duties as defined by this document, shall immediately inform the Chief of Police or his designee whenever they observe or learn about any activity of a suspected criminal nature or any other circumstance that reasonably appears to require police action.

Response Time

If a tow unit is unable to respond within forty-five (45) minutes to any official request from the City for any reason, the Contractor shall so inform the requesting City department and will state the reason for the inability to respond to the request and the estimated response time. If deemed necessary by the requesting department or the Contractor, a call to another tow company to respond to that tow may be initiated. The Contractor shall bear any and all additional costs related to the hiring and use of another firm's tow unit(s) if that firm is outside of those contracted by the City and under this same contract. It is the responsibility of the Contractor to arrange for the use of another firm's tow unit(s) for any emergency situation that causes the Contractor to be unable to respond to the City's request for services. If employing another tow service is caused by the failure of the Contractor to maintain the required number of operating tow units as stated in this document (Section "L"), the Contractor shall bear any and all additional costs related to the hiring and use of another firm's tow unit(s) if that firm is outside of those contracted by the City and under this same contract.
expense of hiring another firm's tow units. Such an occurrence could cause cancellation of the towing services unless the City receives a written report detailing the mitigating circumstances and accepts the reasons therein. Any vehicle towed by any other towing company for the Contractor shall be stored at the Contractor's cost.

**Business Hours**

The Contractor's lot shall be open, at a minimum, from 8:30 a.m. to 4:30 p.m., Monday through Friday, to release vehicles to those persons authorized to receive them. An after hours release shall be at the discretion of the Contractor, unless a release is specifically requested by the Chief of Police or his designee. The Contractor is entitled to take holidays in accordance with the City's holiday schedule; however, the Contractor is responsible for providing twenty-four (24) hour, seven (7) day-a-week towing service for the City in emergencies and as deemed necessary by the Chief of Police or his designee. Releases of vehicles shall be done by appointment, whether during normal lot hours, or after hours and on weekends.

**Fee Collection**

The Contractor shall collect fees for the towing and storage of vehicles requested to be impounded by the City, however, the City shall not be responsible for the payment of any fees associated with vehicle storage on the Contractor's lot. The fees collected shall be in the amounts set forth in the Agreement.

The amounts shown in the Agreement shall be firm for a period of one (1) year. All fees will be collected at the Contractor's office.

No fees shall be accepted by the Contractor on any vehicle impounded by the Chief of Police or his designee unless proper written authorization for release has been obtained for the vehicle.

**Rates and Charges**

Each month the Chief of Police or his designee shall transfer to the Contractor a sum calculated according to the charges set forth in the Agreement and contracted to, for services performed by the Contractor for the City of Black Hawk.

Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall accrue no storage fees chargeable to the City during the period for which the vehicle is held. Towing charges on vehicles held...
pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless the Chief of Police or his designee determines that these charges should be paid by the City.

Disposal of Abandoned Vehicles

Vehicle disposal by the Contractor will be accomplished in the manner set forth by state statutes on the required Report of Abandoned Vehicle Form prescribed and supplied by the Colorado Department of Revenue.

Service Log

A log of all services performed for the City shall be maintained at the office of the Contractor and shall be available for inspection by City personnel during normal business hours as per PUC. For each City tow service, the log shall contain the following minimums:

1. Date of activity;
2. Time;
3. Location;
4. Vehicle/item description (make, model, year, color(s), license number or VIN);
5. Disposition of vehicle/item;
6. Total towing charges; and
7. Name of tow truck operator and tow truck number.

Storage Lot

The Contractor's storage lot shall be within a twenty-five (25) mile radius of the City of Black Hawk.

The Contractor shall provide sufficient lot space to accommodate a minimum of thirty (30) towed vehicles per month. The lot shall be equipped with appropriate locks and sufficient lighting to ensure the security of the vehicles towed at the City's request.

Towing Unit Requirements

The Contractor shall have at least two (2) towing vehicles, including one operable four-wheel drive vehicle, in their fleet of vehicles. Subcontractors may not be used to meet this minimum requirement.

A heavy-duty towing unit will be used whenever a vehicle to be towed has three (3) or more axles or has a gross weight in excess of ten thousand (10,000) pounds. A heavy-
duty tow unit may also be requested by the Chief of Police or his designee if he feels a heavy-duty tow is warranted. The Contractor with this capability will be given these tows. If more than one (1) Contractor has this capability, these types of tows will be rotated between them.

Towing units will be required to safely tow vehicles in accordance with normally accepted towing procedures.

Minimum towing vehicle requirements are dolly and winching capabilities, as promulgated by the PUC, as those requirements may be amended.

Each tow vehicle must carry adequate supplies to accomplish debris removal (Section "B").

The Contractor must be able to return vehicles to an upright towable position, safely, for removal in a reasonable amount of time.
### COVERAGES

**GENERAL LIABILITY**

- **A** COMMERCIAL GENERAL LIABILITY
  - CLAIMS-MADE: $1,000,000
  - OCCUR: $1,000,000

**AUTOMOBILE LIABILITY**

- **A** ANY AUTO
  - ALL OWNED AUTOS: $1,000,000
  - SCHEDULED AUTOS: $1,000,000
  - HIRED AUTOS: $1,000,000

**UMBRELLA LIABILITY**

- OCCUR: $1,000,000

**EXCESS LIABILITY**

- CLAIMS-MADE: $1,000,000

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

- **B** Y/N
  - N/A

**Garagekeepers On Hook**

- **A** PTOWK004295-02
  - 02/28/2015 to 02/28/2016
  - SKILL: $100,000
  - On Hook: $50,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

(Attach ACORD 101, Additional Remarks Schedule, if more space is required)

### CERTIFICATE HOLDER

- Road America Attn: Vendor
- Relations/Insurance Updates
- 7300 Corporate Center Dr. Ste
- Miami, FL 33129

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### AUTHORIZED REPRESENTATIVE

- Megan Prall

© 1988-2010 ACORD CORPORATION. All rights reserved.
SERVICE AGREEMENT

CITY OF BLACK HAWK, COLORADO

TITLE: VEHICLE TOWING SERVICES

CONTRACT NO.:
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section I</td>
<td>General Terms and Conditions</td>
</tr>
<tr>
<td>Section II</td>
<td>Obligations of the City and the Contractor</td>
</tr>
<tr>
<td>Section III</td>
<td>Special Conditions</td>
</tr>
<tr>
<td>Section IV</td>
<td>Payment and Fee Schedule for Towing Services</td>
</tr>
<tr>
<td>Section V</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>Section VI</td>
<td>Change Orders or Extensions</td>
</tr>
<tr>
<td>Section VII</td>
<td>Charter, Laws and Ordinances</td>
</tr>
<tr>
<td>Section VIII</td>
<td>Equal Employment Opportunity</td>
</tr>
<tr>
<td>Section IX</td>
<td>Termination of Contract</td>
</tr>
<tr>
<td>Section X</td>
<td>Miscellaneous</td>
</tr>
<tr>
<td>Exhibit A</td>
<td>Requirements of the Contractor</td>
</tr>
</tbody>
</table>
AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ____________, 20___, by and between the City of Black Hawk, Colorado (the "City") and Black Hawk Towing (the "Contractor").

WITNESSETH:

WHEREAS, the City intends that the Contractor shall provide towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto;

WHEREAS, it is in the best interests of the public that the City designate the Contractor to provide towing and related services to the City; and

WHEREAS, the Contractor agrees to provide all authorized towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto.

NOW, THEREFORE, the City and the Contractor, for the consideration hereinafter set forth, agree as follows:

SECTION I. GENERAL TERMS AND CONDITIONS

A. This Agreement shall be effective 12:01 a.m., on the 1st day of January, 2016, and shall continue for a period of one (1) year. If the Contractor's service is satisfactory during this period of time, the City reserves the right to renew this Agreement for additional one year terms.

B. All work performed by the Contractor shall be authorized by a duly authorized officer, agent or representative of the City prior to the Contractor undertaking performance. This Agreement does not guarantee to the Contractor any work or create an exclusive contract.

C. The Contractor shall inform the City in writing of any subcontractors or firms hired by the Contractor to perform work in connection with this Agreement and shall keep the City informed of any changes. Unless approved in writing by the City, subcontractors may only be used to perform work in unusual circumstances, and shall not be used to substitute for the minimum equipment required by this Agreement. The Contractor shall be responsible for the performance of any subcontractor or firm hired by the Contractor. Nothing contained herein shall create any contractual relationship between the City and a subcontractor or a firm hired by the Contractor.
D. The Contractor and its personnel shall remain the agents and employees of the Contractor and are not, nor shall be construed to be, agents or employees of the City even though the City may use their services under the terms of this Agreement.

E. The Contractor shall be responsible for any injury to persons or damage to property from negligent acts, errors or omissions of the Contractor, its subcontractors, agents and employees.

SECTION II. OBLIGATIONS OF THE CITY AND THE CONTRACTOR

The City shall:

A. Provide full information, including a detailed scope as to its service requirements.

B. Give prompt notice to the Contractor whenever the City observes or otherwise becomes aware of any discrepancies in the services provided and the services requested.

C. Furnish or direct the Contractor to provide at the City's expense any necessary additional services.

The Contractor shall:

A. Perform services as provided within this Agreement and "Requirements of Contractor" attached hereto as Exhibit A and incorporated herein by this reference and

B. Obtain a City of Black Hawk Business License pursuant to Article 1 of Chapter 6 of the Black Hawk Municipal Code.

SECTION III. SPECIAL CONDITIONS

A. The Contractor shall be licensed by the Colorado Public Utilities Commission (the "PUC") and it must comply at all times with the rules and regulations promulgated by the PUC. Revocation of the license by the PUC will subject this Agreement to immediate termination. Also, all towing vehicle operators must possess a valid Colorado Driver's License of the proper class.

B. The Chief of Police and the Contractor shall review claims for loss or damage settled by the Contractor. If substantiated, the Contractor shall pay all claims. If the City is advised of a claim, they will advise the Contractor of the claim and the same procedure of review and settlement stated above will apply.
C. The City shall not deputize the Contractor, its drivers or its employees, nor shall any of the Contractor's vehicles or trucks be required to carry flashing red lights. All vehicles and trucks shall be operated in compliance with all traffic regulations of the City, unless otherwise directed by a City of Black Hawk police officer.

D. In order to assure acceptable standards of performance, it is specifically agreed and understood that the City has entered into this Agreement in reliance on its inspection and investigation of the establishment, facilities, business reputation and other general qualifications of the Contractor. In order to assure that these standards of performance are maintained during the term of this Agreement, there shall be no change in ownership of the Contractor without the prior approval of the City.

SECTION IV. PAYMENT AND FEE SCHEDULE FOR TOWING SERVICES

The Contractor agrees to accept as full payment for towing services the following amounts of compensation:

<table>
<thead>
<tr>
<th>TOWING CHARGES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DAY</strong></td>
</tr>
<tr>
<td>Business Hours</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Private Property fees: set by PUC</td>
</tr>
<tr>
<td>All other fees: Black Hawk fees will be consistent with approved fees established by the Colorado State Patrol’s annual fee review. Contractor will provide City with copy of approved fees annually.</td>
</tr>
</tbody>
</table>

A. The amounts set forth above shall be firm for a period of one year. All fees will be collected at the Contractor's office.

B. If the City requests a vehicle to be impounded, the Contractor shall collect at its office the fees for the towing and storage of the vehicle from the vehicle owner or other person authorized to receive the vehicle. The fees collected shall be in the amounts set forth above. If the tow sheet “Police Hold” box is not checked, the vehicle can be released to the Registered Owner or authorized person without verbal or written authorization from the Chief of Police or his designee for that vehicle. Police Holds shall be released in writing from the Chief of Police or his designee. Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall not accrue...
storage charges during the first 7 days of the vehicle is held. After the initial 7 days a maximum of 60 days storage can be charged. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless a supervisor of the Chief of Police or his designee determines that these charges should be paid by the City.

C. Releases of impounded vehicles shall be by appointment only. The regular hours of the impound lot shall be from 8:00 a.m. until 5:00 p.m., Monday through Friday. If a vehicle cannot be picked up during regular business hours, there shall be an after-hours/weekend charge of $66.00 for the release of a vehicle.

D. Each month the Chief of Police or his designee shall pay the Contractor for all authorized services performed for the City. The sum shall be calculated according to the charges set forth above.

SECTION V. INSURANCE REQUIREMENTS

A. The parties understand and agree that the City is relying on the Colorado Governmental Immunity Act, § 24-10-101, et seq., 10A C.R.S., as amended, and it does not waive nor intend to waive by any provision of this Agreement, the monetary limitations, or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

B. The Contractor shall procure and maintain, and shall require any subcontractor to procure and maintain, the minimum insurance coverage listed below. The coverage shall be procured and maintained from a company satisfactory to the City and in a form satisfactory to the City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor during the period of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. The Contractor shall provide and maintain the following minimum coverage:

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and employer's liability insurance, with minimum limits of six hundred thousand dollars ($600,000) - each accident, six hundred thousand dollars ($600,000) disease - policy limit, and six hundred thousand dollars ($600,000) disease - each employee. Evidence
of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. General liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including independent contractors, products, and completed operations). The policy shall contain a severability of interest provision.

3. Comprehensive automobile liability insurance with minimum limits of six hundred thousand dollars ($600,000) for each person and one million dollars ($1,000,000) for each occurrence.

D. The one million thousand dollar general liability insurance policy shall be endorsed to include the City and the City's officers and employees as additional insured. Every policy stipulated above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the worker's compensation policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required under this Agreement.

E. The certificate of insurance shall be completed by the Contractor's insurance agent and shall be reviewed and approved by the City prior to commencement of the Agreement. The certificate shall evidence that the policies meet the required coverage, conditions, and minimum limits and are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City Clerk's Office  
City of Black Hawk  
P.O. Box 68  
Black Hawk, CO  80422

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and
all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may off-set the cost of the premiums against any monies due to the Contractor from the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

SECTION VI. CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of the services the Contractor performs. All changes in service shall be incorporated in written Change Orders to this Agreement, including any changes in the increase or decrease of the amount of the Contractor's compensation. All Change Orders shall be mutually agreed upon by and between the City and the Contractor.

SECTION VII. CHARTER, LAWS AND ORDINANCES

During the term of this Agreement the Contractor agrees to observe all federal and state laws, the City of Black Hawk's Ordinances and Charter, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

SECTION VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees. The Contractor shall ensure that the employees are treated, during employment, without regard to their race, color, religion, sex or national origin. The Contractor shall not discriminate when employing, upgrading, demoting, transferring, recruiting, terminating, compensating, or training an employee. This list is by way of example and not limitation. Furthermore, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
D. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the city, state and federal agencies may require.

E. The Contractor agrees to comply with such rules, regulations, and guidelines as the city, the state, or federal agencies may issue to prevent discrimination based upon race, color, religion, sex or national origin.

SECTION IX. TERMINATION OF CONTRACT

A. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, or if the work is not being performed in accordance with the rules and regulations of the PUC, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of termination.

B. The Contractor agrees to perform all services to the satisfaction of the City. If, in the opinion of the City, the Contractor's performance is unsatisfactory, the City reserves the right to terminate this Agreement by giving fifteen (15) days' written notice to the Contractor of such termination.

C. If this Agreement is terminated for any reason, all finished or unfinished services, reports, or other material prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

SECTION X. MISCELLANEOUS

A. This Agreement consists of this Agreement, Exhibit A and such written addenda hereto as the parties subsequently agree shall be in effect.

B. The services contemplated under this Agreement shall not be assigned, sublet or transferred without the prior written consent of the City.

C. Any notice required under this Agreement shall be sent to the parties as follows:

City of Black Hawk
Attn: City Manager
P.O. Box 68
Black Hawk, CO 80422
D. The captions and headings in this Agreement are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of this Agreement.

E. This Agreement shall be construed under the laws of the State of Colorado.

F. If any of the terms of this Agreement are in conflict with any rule of law or statutory provision of the State of Colorado, then the terms of this Agreement which may conflict with such laws shall be deemed inoperative and null and void to the extent they may be in conflict therewith, but the remaining provisions of this Agreement shall remain in full force and effect.

G. **ILLEGAL ALIENS.**

1. **Prohibited Acts.** Contractor shall not:

   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

   b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

2. **Verification.**

   a. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.
b. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

   i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

   ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor 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.

3. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

IN WITNESS WHEREOF, the City of Black Hawk and the Contractor have caused this Agreement to be executed this _____ day of ________________, 20_____.

CITY OF BLACK HAWK, COLORADO

By: _________________________________
    David D. Spellman, Mayor

ATTEST:

_______________________________
    Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:
CONTRACTOR

By: ______________________________
Name: ______________________________
Title: ______________________________
EXHIBIT A

REQUIREMENTS OF THE CONTRACTOR

A. Protection and Handling of Vehicles

It shall be the duty of the Contractor to protect all motor vehicles in its custody, and the Contractor shall be liable for any loss or damage caused by the negligence of its employees, agents, or servants. All vehicles must be towed in accordance with the manufacturer's specifications.

Vehicles to be stored by the Contractor shall be secured at the scene of the tow and removed directly to the Contractor's lot. The Contractor understands and agrees that the City will not be responsible for any fees associated with storage of any vehicle on the Contractor's lot. The vehicle shall not be opened or tampered with while enroute. Upon arrival at the lot, entrance and access to the vehicle shall be limited to: wheel tie-down equipment removal, locking of transmission gear or only as required by the performance of legitimate business.

All personal property is to remain in the vehicle once the vehicle is in the custody of the towing agency and shall be secured inside that vehicle and be the responsibility of the towing agency while the vehicle is in their custody.

Vehicles towed as evidence will be delivered to a locked storage area located at the Contractor's place of business or any other location specified by the Chief of Police or his designee until they are appropriately secured.

After any evidence processing has been completed, the City will notify the owner to pick-up their vehicle. If the owner should fail to do so within seventy-two 72 hours, excluding weekends and holidays, the City will request vehicle removal from the City's lot by the Contractor to the Contractor's storage lot. All expenses incurred from the time the vehicle is picked-up at the City's lot will be at the owner's expense. The expenses are, but are not limited to, towing, special equipment needs and/or storage. The failure of the owner to recover the vehicle at the City's lot will cause the vehicle to be considered abandoned and will be treated as such by the Contractor from that time on.

The Contractor is required to store all other vehicles impounded during the term of the Contractor's Agreement with the City until such vehicles are lawfully released, sold or disposed of as prescribed in Colo. Rev. Stat. § 42-4-1801 to 1815.
B. **Removing Debris**

The Contractor's tow unit operator shall be required to remove all glass and debris deposited upon the roadway by the disabled vehicle that he has received authorization to tow. In addition, any grease or oil slick deposited on the roadway must be covered with dirt or a grease absorbing material. All spills shall be handled in accordance with all existing rules and regulations as prescribed by the E.P.A. and under the direction of the Black Hawk Fire Department.

C. **Property in Vehicles**

The Contractor shall immediately notify the Chief of Police or his designee of the existence of any property of substantial value that is found in any vehicle towed at the request of the Chief of Police or his designee. Substantial value for the purposes of this paragraph shall be property estimated by the Contractor to be in excess of four hundred dollars ($400.00) in value. After said notification, the Contractor will request that the Chief of Police or his designee be dispatched to take custody of any such property. All other property of little or no value left inside abandoned vehicles may be disposed of at the discretion of the Contractor after the abandoned vehicle process is completed and said vehicle is available for sale or destruction.

D. **Suspected Criminal Activity**

Tow operators and their dispatchers, acting in the course of their duties as defined by this document, shall immediately inform the Chief of Police or his designee whenever they observe or learn about any activity of a suspected criminal nature or any other circumstance that reasonably appears to require police action.

E. **Response Time**

If a tow unit is unable to respond within forty-five (45) minutes to any official request from the City for any reason, the Contractor shall so inform the requesting City department and will state the reason for the inability to respond to the request and the estimated response time. If deemed necessary by the requesting department or the Contractor, a call to another tow company to respond to that tow may be initiated. The Contractor shall bear any and all additional costs related to the hiring and use of another firm's tow unit(s) if that firm is outside of those contracted by the City and under this same contract. It is the responsibility of the Contractor to arrange for the use of another firm's tow unit(s) for any emergency situation that causes the Contractor to be unable to respond to the City's request for services. If employing another tow service is caused by the failure of the Contractor to maintain the required number of operating tow units as stated in this document (Section "L"), the Contractor shall bear any and all additional
expense of hiring another firm's tow units. Such an occurrence could cause cancellation of the towing services unless the City receives a written report detailing the mitigating circumstances and accepts the reasons therein. Any vehicle towed by any other towing company for the Contractor shall be stored at the Contractor's cost.

F. Business Hours

The Contractor's lot shall be open, at a minimum, from 8:30 a.m. to 4:30 p.m., Monday through Friday, to release vehicles to those persons authorized to receive them. An after hours release shall be at the discretion of the Contractor, unless a release is specifically requested by the Chief of Police or his designee. The Contractor is entitled to take holidays in accordance with the City's holiday schedule; however, the Contractor is responsible for providing twenty-four (24) hour, seven (7) day-a-week towing service for the City in emergencies and as deemed necessary by the Chief of Police or his designee. Releases of vehicles shall be done by appointment, whether during normal lot hours, or after hours and on weekends.

G. Fee Collection

The Contractor shall collect fees for the towing and storage of vehicles requested to be impounded by the City, however, the City shall not be responsible for the payment of any fees associated with vehicle storage on the Contractor's lot. The fees collected shall be in the amounts set forth in the Agreement.

The amounts shown in the Agreement shall be firm for a period of one (1) year. All fees will be collected at the Contractor's office.

No fees shall be accepted by the Contractor on any vehicle impounded by the Chief of Police or his designee unless proper written authorization for release has been obtained for the vehicle.

H. Rates and Charges

Each month the Chief of Police or his designee shall transfer to the Contractor a sum calculated according to the charges set forth in the Agreement and contracted to, for services performed by the Contractor for the City of Black Hawk.

Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall accrue no storage fees chargeable to the City during the period for which the vehicle is held. Towing charges on vehicles held
pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless the Chief of Police or his designee determines that these charges should be paid by the City.

I. Disposal of Abandoned Vehicles

Vehicle disposal by the Contractor will be accomplished in the manner set forth by state statutes on the required Report of Abandoned Vehicle Form prescribed and supplied by the Colorado Department of Revenue.

J. Service Log

A log of all services performed for the City shall be maintained at the office of the Contractor and shall be available for inspection by City personnel during normal business hours as per PUC. For each City tow service, the log shall contain the following minimums:

1. Date of activity;
2. Time;
3. Location;
4. Vehicle/item description (make, model, year, color(s), license number or VIN);
5. Disposition of vehicle/item;
6. Total towing charges; and
7. Name of tow truck operator and tow truck number.

K. Storage Lot

The Contractor's storage lot shall be within a twenty-five (25) mile radius of the City of Black Hawk.

The Contractor shall provide sufficient lot space to accommodate a minimum of thirty (30) towed vehicles per month. The lot shall be equipped with appropriate locks and sufficient lighting to ensure the security of the vehicles towed at the City's request.

L. Towing Unit Requirements

The Contractor shall have at least two (2) towing vehicles, including one operable four-wheel drive vehicle, in their fleet of vehicles. Subcontractors may not be used to meet this minimum requirement.

A heavy-duty towing unit will be used whenever a vehicle to be towed has three (3) or more axles or has a gross weight in excess of ten thousand (10,000) pounds. A heavy-
duty tow unit may also be requested by the Chief of Police or his designee if he feels a heavy-duty tow is warranted. The Contractor with this capability will be given these tows. If more than one (1) Contractor has this capability, these types of tows will be rotated between them.

Towing units will be required to safely tow vehicles in accordance with normally accepted towing procedures.

Minimum towing vehicle requirements are dolly and winching capabilities, as promulgated by the PUC, as those requirements may be amended.

Each tow vehicle must carry adequate supplies to accomplish debris removal (Section "B").

The Contractor must be able to return vehicles to an upright towable position, safely, for removal in a reasonable amount of time.
RESOLUTION 85-2015
A RESOLUTION APPROVING AN AGREEMENT FOR CONSTRUCTION OF THE SELAK STREET SECONDARY ELECTRICAL SERVICES PROJECT BETWEEN THE CITY OF BLACK HAWK AND MASTER ELECTRICAL CONTRACTORS, INC. IN THE AMOUNT OF $299,985
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No.  85-2015  

TITLE: A RESOLUTION APPROVING AN AGREEMENT FOR CONSTRUCTION OF THE SELAK STREET SECONDARY ELECTRICAL SERVICES PROJECT BETWEEN THE CITY OF BLACK HAWK AND MASTER ELECTRICAL CONTRACTORS, INC. IN THE AMOUNT OF $299,985

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

Section 1. The City Council hereby approves an Agreement for Construction of the Selak Street Secondary Electrical Services Project between the City of Black Hawk and Master Electrical Contractors, Inc. in the amount of $299,985, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 9th day of December, 2015.

__________________________________  
David D. Spellman, Mayor

ATTEST:

__________________________________  
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 85, a Resolution awarding the bid for construction of the Selak Street Electrical Services project to Master Electrical Contractors, Inc.

RECOMMENDATION:
If City Council chooses to approve Resolution 85, a Resolution awarding the bid and contract between the City of Black Hawk and Master Electrical Contractors, Inc., the recommended motion is as follows: “Approve Resolution 85, a Resolution awarding the bid for construction of the Selak Street Electrical Services project to Master Electrical Contractors, Inc. in the amount of $299,985.00.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Xcel Energy and their contractor, Sturgeon Electric, are beginning the construction necessary to relocate the Selak Street power lines from overhead to underground. However, Xcel Energy is not responsible for converting secondary services from overhead to underground; the Selak Street Electrical Services project will encompass this secondary construction. A total of eight commercial services will be relocated with this work. This project was publicly advertised in the Weekly Register-Call and on the Rocky Mountain Bid Systems website. Representatives from six electrical firms attended the mandatory pre-bid meeting and two contractors submitted bids, as indicated on the attached Bid Recording Sheet.


WORKSHOP DATE: December 9, 2015

ORIGINATED BY: Tom Isbester / Matt Reed

STAFF PERSON RESPONSIBLE: Tom Isbester / Matt Reed

PROJECT COMPLETION DATE: April 8, 2016

DOCUMENTS ATTACHED: Bid Recording Sheet

CITY ATTORNEY REVIEW: [ ]Yes [ ]No [ ]N/A INITIALS__________

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director Jack D. Lewis, City Manager
Bid Recording Sheet

OWNER: City of Black Hawk    DATE/TIME: December 8, 2015 @ 3:00 p.m.

ENGINEER: JCN Engineering, Inc.

PROJECT: Selak Street Electrical Services

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Bond</th>
<th>Addendum</th>
<th>Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Electrical Contractors, Inc.</td>
<td>Yes</td>
<td>Yes</td>
<td>$299,985.00</td>
</tr>
<tr>
<td>N Line Electric, LLC</td>
<td>Yes</td>
<td>Yes</td>
<td>$349,488.63</td>
</tr>
</tbody>
</table>
RESOLUTION 86-2015

A RESOLUTION
ADOPTING THE 2016
HOLIDAY SCHEDULE
Resolution No. 86-2015

TITLE: A RESOLUTION ADOPTING THE 2016 HOLIDAY SCHEDULE

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. Pursuant to Section 304 of the City of Black Hawk Employee Handbook, the Board of Aldermen hereby adopts the 2016 Holiday Schedule attached hereto as Exhibit A, and incorporated herein by this reference.

RESOLVED AND PASSED this 9th day of December, 2015.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk
<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Friday, January 1, 2016</td>
</tr>
<tr>
<td>Martin Luther King Jr. Day</td>
<td>Monday, January 18, 2016</td>
</tr>
<tr>
<td>(Third Monday)</td>
<td></td>
</tr>
<tr>
<td>President’s Day</td>
<td>Monday, February 15, 2016</td>
</tr>
<tr>
<td>(Third Monday)</td>
<td></td>
</tr>
<tr>
<td>Memorial Day (last Monday in May)</td>
<td>Monday, May 30, 2016</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Monday, July 4, 2016</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Monday, September 5, 2016</td>
</tr>
<tr>
<td>Thanksgiving (Fourth Thursday)</td>
<td>Thursday, November 24, 2016</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>Friday, November 25, 2016</td>
</tr>
<tr>
<td>Christmas Eve Observed</td>
<td>Friday, December 23, 2016</td>
</tr>
<tr>
<td>Christmas Day Observed</td>
<td>Monday, December 26, 2016</td>
</tr>
<tr>
<td>New Year’s Eve</td>
<td>Friday, December 30, 2016</td>
</tr>
</tbody>
</table>

Per Section 304 of the City of Black Hawk Employee Handbook, “A recognized holiday that falls on a Saturday will be observed the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.”
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2016 Holiday Schedule

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Resolution 86-2015, A Resolution Adopting the 2016 Holiday Schedule

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

AGENDA DATE: December 9, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

DOCUMENTS ATTACHED: 2016 Draft Holiday Schedule

RECORD: [ ]Yes [ X ]No

CITY ATTORNEY REVIEW: [ ]Yes [ X ]N/A

SUBMITTED BY: REVIEWED BY:

__________________________ __________________________________
Melissa A. Greiner Jack D. Lewis
City Clerk/Administrative Services Director City Manager

794 of 813
The following is the list of approved holidays from the current Employee Handbook, and the proposed days these will be celebrated in the year 2016.

New Year’s Day
Friday, January 1, 2016

Martin Luther King Jr. Day (Third Monday)
Monday, January 18, 2016

President’s Day (Third Monday)
Monday, February 15, 2016

Memorial Day (last Monday in May)
Monday, May 30, 2016

Independence Day
Monday, July 4, 2016

Labor Day
Monday, September 5, 2016

Thanksgiving (Fourth Thursday)
Thursday, November 24, 2016

Day after Thanksgiving
Friday, November 25, 2016

Christmas Eve Observed
Friday, December 23, 2016

Christmas Day Observed
Monday, December 26, 2016

New Year’s Eve
Friday, December 30, 2016

Per Section 304 of the City of Black Hawk Employee Handbook, “A recognized holiday that falls on a Saturday will be observed the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.”
RESOLUTION 87-2015
A RESOLUTION
ADOPTING THE 2016 CITY COUNCIL REGULAR MEETING SCHEDULE
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 87-2015

TITLE:  A RESOLUTION ADOPTING THE 2016 CITY COUNCIL REGULAR MEETING SCHEDULE

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. Pursuant to Article II, Section 11 of the City of Black Hawk Home Rule Charter, the Board of Aldermen hereby adopts the 2016 Regular Meeting Schedule attached hereto as Exhibit A, and incorporated herein by this reference.

RESOLVED AND PASSED this 9th day of December, 2015.

________________________________________
David D. Spellman, Mayor

ATTEST:

________________________________________
Melissa A. Greiner, City Clerk
## 2016 Council Meetings

City of Black Hawk

### Council Chambers
211 Church Street
Black Hawk, CO 80422

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Month</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>13</td>
<td>July</td>
<td>13</td>
</tr>
<tr>
<td>January</td>
<td>27</td>
<td>July</td>
<td>27</td>
</tr>
<tr>
<td>February</td>
<td>10</td>
<td>August</td>
<td>10</td>
</tr>
<tr>
<td>February</td>
<td>24</td>
<td>August</td>
<td>24</td>
</tr>
<tr>
<td>March</td>
<td>9</td>
<td>September</td>
<td>14</td>
</tr>
<tr>
<td>March</td>
<td>23</td>
<td>September</td>
<td>28</td>
</tr>
<tr>
<td>April</td>
<td>13</td>
<td>October</td>
<td>12</td>
</tr>
<tr>
<td>April</td>
<td>27</td>
<td>October</td>
<td>26</td>
</tr>
<tr>
<td>May</td>
<td>11</td>
<td>November</td>
<td>9</td>
</tr>
<tr>
<td>May</td>
<td>25</td>
<td>November</td>
<td>23</td>
</tr>
<tr>
<td>June</td>
<td>8</td>
<td>December</td>
<td>14</td>
</tr>
<tr>
<td>June</td>
<td>22</td>
<td>December</td>
<td>28</td>
</tr>
</tbody>
</table>

Council meetings are held the 2nd and 4th Wednesdays of each month.
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2016 City Council Regular Meeting Schedule

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Resolution 87-2015, A Resolution Adopting the 2016 City Council Regular Meeting Schedule

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

AGENDA DATE: December 9, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

DOCUMENTS ATTACHED: 2016 Draft City Council Regular Meeting Schedule

RECORD: [ ]Yes [ X ]No

CITY ATTORNEY REVIEW: [ ]Yes [ X ]N/A

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner
City Clerk/Administrative Services Director

Jack D. Lewis
City Manager
3:00 p.m.  
Council Chambers  
211 Church Street  
Black Hawk, CO 80422

January 13  
January 27

February 10  
February 24

March 9  
March 23

April 13  
April 27

May 11  
May 25

June 8  
June 22

July 13  
July 27

August 10  
August 24

September 14  
September 28

October 12  
October 26

November 9  
November 23

December 14  
December 28

Council meetings are held the 2nd and 4th Wednesdays of each month.
RESOLUTION 88-2015
A RESOLUTION AUTHORIZING A PAYMENT OF $50,000.00 TO THE BLACK HAWK BUSINESS IMPROVEMENT DISTRICT FOR MARKETING PURPOSES
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 88-2015  

TITLE:  A RESOLUTION AUTHORIZING A PAYMENT OF $50,000.00 TO THE  
BLACK HAWK BUSINESS IMPROVEMENT DISTRICT FOR  
MARKETING PURPOSES  

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
of BLACK HAWK, COLORADO, THAT:  

Section 1.  The City Council hereby authorizes the payment of $50,000.00 to the  
Black Hawk Business Improvement District For Marketing Purposes  

RESOLVED AND PASSED this 9th day of December, 2015.  

__________________________________________  
David D. Spellman, Mayor  

ATTEST:  

______________________________  
Melissa A. Greiner, City Clerk
Local Liquor Authority
Consideration of a Request for a New Tavern Liquor License for Altitude Bar at 111 Richman Street and to set the Boundaries of the Neighborhood and to Set a Date for Public Hearing
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Local Liquor Authority Consideration of a Request for a new Tavern Liquor License for Ameristar Lake Charles Holdings, LLC dba Altitude Bar at 111 Richman Street and to set the Boundaries of the Neighborhood and to Set a Date for Public Hearing.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE the request for consideration of a new Tavern Liquor License for the Altitude Bar at 111 Richman Street, to set the boundaries of the neighborhood, and to set the date of the public hearing to January 13, 2016.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City Clerk’s office received a new tavern liquor license application for Altitude Bar on November 30, 2015. The tavern will be located at the Ameristar Casino, 111 Richman Street. The Ameristar Casino has applied for a permanent modification of premises with the Liquor Enforcement Division, to remove the area noted on the second floor (see attached map) from their current Hotel/Restaurant Liquor License. This is where the Altitude Bar will be located. The application was deemed complete on December 4, 2015.

As per Ordinance 2015-6 (a), that amended Chapter 6 of the Black Hawk Municipal Code, Section 6-61 states “The City Clerk shall place on the agenda of a City council meeting the request for a new liquor license. The meeting shall be held not less than four (4) days nor more than thirty (30) days after the City Clerk has received the application. The date the completed application is received by the City Clerk shall be deemed the date of filing of the application.”

Section 6-61 (b) states “The City Council shall set the boundaries of the neighborhood and shall set a date for public hearing. The public hearing shall be held not less than thirty (30) days from the date of the City Council meeting in which the application was presented.” The next Council meeting to fall within this requirement will be January 13, 2016. This will provide the applicant enough time to prove the reasonable requirements of the neighborhood needs and desires and cause the public notice to be posted and published.

AGENDA DATE: December 9, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes[ ]No

STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk

DOCUMENTS ATTACHED: Portions of the Application
RECORD:  [ ]Yes  [ X ]No

CITY ATTORNEY REVIEW:  [ X ]Yes  [ ]N/A

SUBMITTED BY:  
Melissa A. Greiner  
City Clerk/Administrative Services Director

REVIEWED BY:  
Jack D. Lewis  
City Manager
Dear Michele:

Bob Dill, of the law firm of DILL DILL CARR STONBRAKER & HUTCHINGS, P.C., hereby enters his appearance on behalf of the above-named Applicants and requests all communications and correspondence regarding this matter to be directed to Bob Dill and/or his paralegal, Brent Eads.

Therefore, on behalf of our client, Ameristar Casino Black Hawk Inc, we respectfully submit this application for Modification of Premises at 111 Richman St., in Black Hawk. On behalf of Ameristar Lake Charles Holdings, LLC, we respectfully submit this application for a new Tavern Class liquor license at 111 Richman St., Ste A, in Black Hawk.

WE RESPECTFULLY REQUEST CONCURRENT REVIEW IN THIS MATTER.

Thank you for your assistance with this matter. If you have any questions or need additional information, please contact Brent at (303)282-4111 or by e-mail at beads@dillanddill.com.

Sincerely,

Bob Dill
Attorney for Applicant
303-777-3737
## Colorado Liquor

### Retail License Application

### Section A

- **New License**
- **New-Concurrent**
- **Transfer of Ownership**

- All answers must be printed in black ink or typewritten.
- Applicant must check the appropriate boxes.
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor)
- **Local License Fee $**

### 1. Applicant is applying as:
- Corporation
- Partnership (includes Limited Liability and Husband and Wife Partnerships)
- Individual
- Limited Liability Company
- Association or Other

### 2. Applicant (If an LLC, name of LLC; if partnership, at least 2 partner’s names; if corporation, name of corporation)

**Ameristar Lake Charles Holdings, LLC**

- **Trade Name of Establishment (DBA)**
- **Altitude Bar**
- **State Sales Tax Number**
- **Business Telephone**

### 3. Address of Premises (specify exact location of premises, include suite/unit numbers)

- **111 Richman St, Ste A**

### 5. Email Address

samuel.ryzek@ameristar.com

### 6. If the premises currently has a liquor or beer license, you must answer the following questions

<table>
<thead>
<tr>
<th>Present Trade Name of Establishment (DBA)</th>
<th>Present State License Number</th>
<th>Present Class of License</th>
<th>Present Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

### Section B

#### Nonrefundable Application Fees

<table>
<thead>
<tr>
<th>Application Fee for New License</th>
<th>$ 600.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Fee for Renewal</td>
<td>$ 700.00</td>
</tr>
<tr>
<td>Application Fee for Transfer</td>
<td>$ 600.00</td>
</tr>
</tbody>
</table>

#### Liquor License Fees

| Add Optional Premises to H & R License | $100.00 |
| Add Optional Premises to Resort Complex | $ 75.00 |
| Arts License (City)                   | $380.75 |
| Arts License (County)                 | $380.75 |
| Beer and Wine License (City)          | $351.25 |
| Beer and Wine License (County)        | $425.25 |
| Brew Pub License (City)               | $750.00 |
| Brew Pub License (County)             | $750.00 |
| Club License (City)                   | $306.75 |
| Club License (County)                 | $306.75 |
| Distillery Pub License (City)         | $750.00 |
| Distillery Pub License (County)       | $750.00 |
| Hotel and Restaurant License (City)   | $500.00 |
| Hotel and Restaurant License (County) | $500.00 |
| Hotel and Restaurant License w/one opt premises(City) | $600.00 |
| Hotel and Restaurant License w/one opt premises(County) | $600.00 |

### Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information

### Do not write in this space - For Department of Revenue use only

<table>
<thead>
<tr>
<th>License Account Number</th>
<th>Liability Date</th>
<th>License Issued Through (Expiration Date)</th>
<th>Total</th>
</tr>
</thead>
</table>

807 of 813
Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

<table>
<thead>
<tr>
<th>Items submitted, please check all appropriate boxes completed or documents submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. Applicant information</strong></td>
</tr>
<tr>
<td>☐ A. Applicant/Licensee identified</td>
</tr>
<tr>
<td>☐ B. State sales tax license number listed or applied for at time of application</td>
</tr>
<tr>
<td>☐ C. License type or other transaction identified</td>
</tr>
<tr>
<td>☐ D. Return originals to local authority</td>
</tr>
<tr>
<td>☐ E. Additional information may be required by the local licensing authority</td>
</tr>
<tr>
<td><strong>II. Diagram of the premises</strong></td>
</tr>
<tr>
<td>☐ A. No larger than 8 1/2&quot; X 11&quot;</td>
</tr>
<tr>
<td>☐ B. Dimensions included (does not have to be to scale) Exterior areas should show type of control (fences, walls, entry/exit points, etc.)</td>
</tr>
<tr>
<td>☐ C. Separate diagram for each floor (if multiple levels)</td>
</tr>
<tr>
<td>☐ D. Kitchen - identified if Hotel and Restaurant</td>
</tr>
<tr>
<td>☐ E. Bold/Outlined Licensed Premises</td>
</tr>
<tr>
<td><strong>III. Proof of property possession (One Year Needed)</strong></td>
</tr>
<tr>
<td>☐ A. Deed in name of the Applicant (or) (matching question #2) date stamped filed with County Clerk</td>
</tr>
<tr>
<td>☐ B. Lease in the name of the Applicant (or) (matching question #2)</td>
</tr>
<tr>
<td>☐ C. Lease Assignment in the name of the Applicant with proper consent from the Landlord and acceptance by the Applicant</td>
</tr>
<tr>
<td>☐ D. Other Agreement if not deed or lease (matching question #2) (Attach prior lease to show right to assumption)</td>
</tr>
<tr>
<td><strong>IV. Background information and financial documents</strong></td>
</tr>
<tr>
<td>☐ A. Individual History Records(s) (Form DR 8404-I)</td>
</tr>
<tr>
<td>☐ B. Fingerprint taken and submitted to local authority (State Authority for Master File applicants)</td>
</tr>
<tr>
<td>☐ C. Purchase agreement, stock transfer agreement, and or authorization to transfer license</td>
</tr>
<tr>
<td>☐ D. List of all notes and loans (Copies to also be attached)</td>
</tr>
<tr>
<td><strong>V. Sole proprietor / husband and wife partnership</strong></td>
</tr>
<tr>
<td>☐ A. Form DR4679</td>
</tr>
<tr>
<td>☐ B. Copy of State issued Driver’s License or Colorado Identification Card for each applicant</td>
</tr>
<tr>
<td><strong>VI. Corporate applicant information (if applicable)</strong></td>
</tr>
<tr>
<td>☐ A. Certificate of Incorporation dated stamped by the Secretary of State</td>
</tr>
<tr>
<td>☐ B. Certificate of Good Standing</td>
</tr>
<tr>
<td>☐ C. Certificate of Authorization if foreign corporation</td>
</tr>
<tr>
<td>☐ D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)</td>
</tr>
<tr>
<td><strong>VII. Partnership applicant information (if applicable)</strong></td>
</tr>
<tr>
<td>☐ A. Partnership Agreement (general or limited). Not needed if husband and wife</td>
</tr>
<tr>
<td>☐ B. Certificate of Good Standing (If formed after 2009)</td>
</tr>
<tr>
<td><strong>VIII. Limited Liability Company applicant information (if applicable)</strong></td>
</tr>
<tr>
<td>☐ A. Copy of articles of organization (date stamped by Colorado Secretary of State’s Office)</td>
</tr>
<tr>
<td>☐ B. Certificate of Good Standing</td>
</tr>
<tr>
<td>☐ C. Copy of operating agreement</td>
</tr>
<tr>
<td>☐ D. Certificate of Authority if foreign company</td>
</tr>
<tr>
<td><strong>IX. Manager registration for hotel and restaurant, tavern licenses when included with this application</strong></td>
</tr>
<tr>
<td>☐ A. $75.00 fee</td>
</tr>
<tr>
<td>☐ B. Individual History Record (DR 8404-I)</td>
</tr>
<tr>
<td>☐ C. If owner is managing, no fee required</td>
</tr>
</tbody>
</table>
7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? 
   Yes ☐ No ☑

8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):
   (a) Been denied an alcohol beverage license? ☐ Yes ☑ No 
   (b) Had an alcohol beverage license suspended or revoked? ☐ Yes ☑ No 
   (c) Had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ Yes ☑ No

   If you answered yes to a, b, or c, explain in detail on a separate sheet.

9. Has a liquor license application (same license class) that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. ☐ Yes ☑ No

10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ Yes ☑ No

   Waiver by local ordinance? ☐ Yes ☑ No 
   Other: ____________________________

11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation) if yes, list any current financial interest in said business including any loans to or from a licensee? ☐ Yes ☑ No

   Please see Attachment A.

12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? ☐ Ownership ☑ Lease ☐ Other (Explain in Detail).

   a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:

   Landlord: ____________________________
   Tenant: ____________________________
   Expires: 11/16/2016

13. If leased, is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13. ☐ Yes ☑ No

   c. Attach a diagram or outline of the area to be licensed (including dimensions) which shows the bar, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

14. Does the Applicant answer the following:
   (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? ☐ Yes ☑ No

   If "yes" a copy of license must be attached.

15. Liquor Licensed Drug Store applicants, answer the following:
   (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? ☐ Yes ☑ No

   If "yes" a copy of license must be attached.

16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation
   (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ Yes ☑ No
   (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ Yes ☑ No
   (c) How long has the club been incorporated? ☐ Yes ☑ No
   (d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ Yes ☑ No

17. Brew-Pub License or Vintner Restaurant Applicants answer the following:
   (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☐ Yes ☑ No

18a. For all on-premises applicants:
   (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-1)

   Last Name of Manager: ____________________________
   First Name of Manager: ____________________________
   Date of Birth: ____________________________

18b. Does this manager act as the manager of, or have a financial interest in, an other liquor licensed establishment in this State of Colorado? If yes, provide name, type of license and account number. ☐ Yes ☑ No

   Name: ____________________________
   Type of License: ____________________________
   Account Number: ____________________________

19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? ☐ Yes ☑ No

   If yes, provide an explanation and include copies of any payment agreements.
20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

<table>
<thead>
<tr>
<th>Name</th>
<th>Home Address, City &amp; State</th>
<th>DOB</th>
<th>Position</th>
<th>% Owned</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pinnacle Entertainment, Inc</td>
<td>3980 Howard Hughes Pky, Las Vegas, NV 89169</td>
<td>N/A</td>
<td>Sole Member</td>
<td>100%</td>
<td>0</td>
</tr>
<tr>
<td>Keith Henson</td>
<td>Home Address, City &amp; State</td>
<td></td>
<td>President, Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Home Address, City &amp; State</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Home Address, City &amp; State</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20.**

**Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (include ownership percentage if applicable).**

"If total ownership percentage disclosed here does not total 100%, applicant must check this box.

2. Applicant affirms that no individual other than those disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature: [Signature]
Printed Name and Title: [Printed Name]
Date: [Date]

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority: [Date]
Date of local authority hearing (for new license applicants): [Date]
Date of anticipated hearing for renewal license applications: [Date]
Date of expiration of new license applications: [Date]
Date of renewal of existing license applications: [Date]

The Local Licensing Authority hereby affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/NCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license.

(Date)

☐ Date of inspection or anticipated date
☐ Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S.

Therefore, this application is approved.

Local Licensing Authority for [Signature] [Print] [Title] [Date]
Telephone Number: [Number]
Town, City: [City]
County: [County]

Signature (attest): [Signature] [Print] [Title] [Date]
Keith Henson is an officer of Pinnacle Entertainment, Inc. subsidiaries. These subsidiaries operate casino and entertainment facilities and as such hold liquor and beer licenses.

**Elected Officer**

- Executive Vice President, Secretary & Management Committee Member of Pinnacle Retama Partners, LLC, a Texas limited liability company
  Holds Retama Park racing license (75% ownership by PNK(SA), LLC and 24% ownership by RPL Holdings, Ltd)
  PNK (SAZ), LLC, a wholly owned subsidiary of Pinnacle Entertainment, Inc. holds the liquor licenses for Retama Park.
  Retama Park Racetrack, 1 Retama Parkway, Selma TX 78154 (210) 651-7000

- Executive Vice President and Board of Managers Member of PNK (SA), LLC, a Texas limited liability company and wholly owned subsidiary of Pinnacle Entertainment, Inc.

- President of Ameristar Lake Charles0x699holdings, LLC, a Louisiana limited liability company and wholly owned subsidiary of Pinnacle Entertainment, Inc. Will hold the Colorado liquor license for which this application is submitted. Ameristar Casino Black Hawk

**Appointed Officer**

- Senior Vice President & General Manager of PNK (Lake Charles), LLC a Louisiana limited liability company and wholly owned subsidiary of Pinnacle Entertainment, Inc. d/b/a L’Auberge Lake Charles Casino Resort

City of Lake Charles
  Class A Beer/Casino  00008759
  Class A Beer/Hotel  00008755
  Class A Liquor/Casino  00008758
  Class A Liquor/Hotel  00008756

Dept. of Rev/Office of Class A General Beer & Liquor 1000070094

Alcohol & Tobacco Class R Restaurant  100007818

Control/State of LA
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,

Ameristar Lake Charles Holdings, LLC

is an entity formed or registered under the law of Louisiana, 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 20151669325.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/25/2015 that have been posted, and by documents delivered to this office electronically through 11/30/2015 @ 15:25:02.

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 11/30/2015 @ 15:25:02 in accordance with applicable law. This certificate is assigned Confirmation Number 9393931.

[Signature]
Secretary of State of the State of Colorado

******************************************************************************
Notice: A certificate issued electronically from the Colorado Secretary of State’s Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/. Click on certificate search and enter the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is purely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site or click “Businesses, trademarks, trade names” and select “Frequently Asked Questions.”
Proposed Licensed Premises
Ameristar Lake Charles Holdings, LLC
dba Altitude Bar
111 Richman St., Ste A
Black Hawk, CO 80422