REGULAR MEETING AGENDA

City of Black Hawk City Council
211 Church Street, Black Hawk, CO

August 14, 2019
3:00 p.m.

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: Kylie Vigil, Communications Officer
   Kevin Sagar, Police Officer

6. PUBLIC COMMENT: Please limit comments to 5 minutes

7. APPROVAL OF MINUTES: July 24, 2019 Regular Meeting Minutes
   July 24, 2019 Black Hawk Urban Renewal Authority Minutes

8. PUBLIC HEARINGS:
   A. CB16, A Bill for an Ordinance Amending Article XVIII of Chapter 6 of the Black Hawk Municipal Code Regarding Retail Marijuana Establishments
   B. CB17, An Ordinance Setting Ballot Questions for a November 5, 2019 Special Election to be Conducted as an Independent Polling Place Election Pursuant to the Colorado Municipal Election Code
   C. Resolution 50-2019, A Resolution Conditionally Approving a Certificate of Architectural Compatibility for an Amendment to the Comprehensive Sign Plan for the Isle of Capri/Eldorado Casino

9. ACTION ITEMS:
   A. Resolution 51-2019, A Resolution Approving the Agreement for the Complete Demolition of 500 Chase Street and 531 Chase Street with Grapes & Sons Excavation in a Total Amount Not To Exceed $54,400.00
   B. Resolution 52-2019, A Resolution Amending Resolution 100-2014 to Reflect the Placement of a Granite Monument as the Veteran’s Memorial Plaque at Dory Hill Cemetery
   D. Resolution 54-2019, A Resolution Approving the First Amendment to Subdivision/Site Improvement Agreement Between the City of Black Hawk, Colorado and the Lodge Casino, LLC
   E. Resolution 55-2019, A Resolution Approving the Fifth Amendment to Subdivision/Site Improvement Agreement Between the City of Black Hawk, Colorado and JJE, LLC

10. CITY MANAGER REPORTS:

11. CITY ATTORNEY:

12. EXECUTIVE SESSION:

13. ADJOURNMENT:

MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community
Kylie Vigil began her career with the Black Hawk Police Department as a Communication Officer on April 22, 2019. She was born in Denver, grew up in Lakewood and is currently on the move back to Green Mountain where she attended high school. Kylie received a Bachelor’s Degree in Spanish and Biology at the University of Colorado. Her original plan was to go Pre-Med, but, over time discovered her passion for Criminal Justice and Law Enforcement. Prior to her position with the City of Black Hawk she was a Correctional Officer at Denver Women’s Correctional Facility where she says she certainly had her work cut out for her. Kylie is grateful for her new opportunity and hopes to continue learning and growing as a law enforcement professional. On her time off Kylie enjoys hiking and social gatherings with loved ones. Checks off her bucket list were riding a floatplane over Prince of Wales Island in Alaska and zip lining through the rainforests of Costa Rica. In the future she wants to sky dive in parts of the world she hasn’t explored yet.
Officer Kevin Sagar started as a Police Officer with the City of Black in June of 2019. He works patrol from the 3 pm to 1 am shift. He has never worked in a mountain community and is enjoying the view and the atmosphere. The Police Department has a good group of employees that he is proud to work with.

Officer Sagar was born in Washington DC. His family moved to Colorado when he was four years old. He graduated from Littleton High School and attended CSU and Red Rocks Community College. Kevin met his wife in jail (no she was not an inmate) and has been happily married for twenty years. He and his wife live in the metro area with their two sons.

Officer Sagar has been in Law Enforcement for 25 years. His career started at the Jefferson County Sheriff’s Office as a Reserve Deputy Sheriff and Detention Specialist in the jail. He then moved over to the Westminster Police Department as an officer where he remained for 11 years. Looking for a change, I then was hired with the First Judicial District Attorney’s Office for the Jefferson and Gilpin Counties as a Criminal Investigator. After 10 years with the DA’s office, it was time to make a return to what I had missed most about law enforcement; wearing a uniform and helping the community.

Some of my favorite activities and hobbies are spending time with my family, going to all my kid’s activities, shooting, off-roading and anything and everything to do with aviation, golf and travel.
Rodney Turlan, General Manager from Eldorado properties, rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, July 24, 2019, 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, City Manager Cole, Fire Chief Woolley, Police Chief Lloyd, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Senior Civil Engineer Reed, Community Planning & Development Administrator Linker, and Deputy City Clerk Martin.

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

3. AGENDA CHANGES: Deputy City Clerk Martin noted that Action Item 9C, Resolution 49-2019 had been added to the agenda.

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. No conflicts were 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 COMMENT: Deputy City Clerk Martin confirmed that no one had signed up to speak.
6. EXECUTIVE SESSION: City Attorney Hoffmann recommended item number 2 only for Executive Session, and the specific legal issue relates to various property issues.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 3:01 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).

There was no discussion, and the motion PASSED unanimously.

MOTION PASSED

MOTION TO RESUME TO OPEN, REGULAR SESSION OF MEETING

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to reconvene to the open, regular session of the meeting at 3:20 p.m.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

7. APPROVAL OF MINUTES:

July 10, 2019

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Armbright to approve the Minutes as presented.

MOTION PASSED

There was no discussion, and the motion passed unanimously.

8. PUBLIC HEARINGS:

A. Local Liquor Authority Consideration of a New Hotel and Restaurant Liquor License for Isle of Capri Black Hawk, LLC dba Isle Casino Hotel Black Hawk at 401 Main Street

Mayor Spellman read the title and opened the public hearing of the Local Liquor Licensing Authority.

City Attorney Hoffmann provided a brief background on this item.
Kevin Coates from Dill and Dill located in Denver and attorney for the applicant was present to introduce the application and confirm that all Liquor Code criteria had been met.

Also present were James Eisenhauer, Director of Marketing at Isle Casino Hotel Black Hawk, and Rodney Turlan, General Manager at Eldorado Isle Casino Hotel Black Hawk, located at 401 Main Street.

Mr. Coates explained the reason for the Change of Class from Retail Gaming Tavern class to a Hotel and Restaurant class so that the Isle can now offer alcohol in their room service and offer alcohol in closed containers as complimentary gifts. A Retail Gaming Tavern restricted these types of offerings. Mr. Coates said this was the only change and that all operations remain the same. He added that the need and desire for this class of license were evident in the petitions provided by Max Scott of Oedipus, Inc. Empirical Data Services, who was also present for any questions.

Discussion ensued on the Isle’s Promotion Association and Common Consumption Area, and to ensure there are no issues, it was suggested that Mr. Coates would send a letter to the Clerk’s office for their file explaining the change that took place. Deputy City Clerk added that once the State issues the new Hotel and Restaurant Liquor License number, she would follow-up with them to make note of the change to their Common Consumption Area as well.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on the Local Liquor Authority’s consideration of a new Hotel and Restaurant Liquor License for Isle of Capri Black Hawk, LLC dba Isle Casino Hotel Black Hawk at 401 Main Street open and invited anyone wanting to address the Board either “for” or “against” the proposed liquor license to come forward. No one came forward to speak and Mayor Spellman declared the Public Hearings closed.

MOTION TO APPROVE Alderman Bennett MOVED and was SECONDED by Alderman Johnson to approve the Local Liquor Authority’s consideration of a new Hotel and Restaurant Liquor License for Isle of Capri Black Hawk, LLC dba Isle Casino Hotel Black Hawk at 401 Main Street.

MOTION PASSED There was no discussion, and the motion PASSED unanimously.

B. CB15, An Ordinance Approving an Intergovernmental Agreement for the 2019 Special Election Between the City of Black Hawk and Gilpin County by the Gilpin County Clerk and Recorder

Mayor Spellman read the title and opened the public hearing.
City Clerk/Administrative Services Director Greiner introduced this item between the City and the County Clerk’s office to coordinate the ballot issue notice in the ballot issue notice packet only. The City will then hold a Polling Place Election. It is a TABOR notice similar to what was done in 2017.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB15, an Ordinance approving an Intergovernmental Agreement for the 2019 Special Election between the City of Black Hawk and Gilpin County by the Gilpin County Clerk and Recorder open and invited anyone wanting to address the Board either “for” or “against” the proposed liquor license to come forward.

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

MOTION TO APPROVE Alderman Armbright MOVED and was SECONDED by Alderman Moates to approve CB15, an Ordinance approving an Intergovernmental Agreement for the 2019 Special Election between the City of Black Hawk and Gilpin County by the Gilpin County Clerk and Recorder.

MOTION PASSED There was no discussion, and the motion PASSED unanimously.

9. ACTION ITEMS:

A. Resolution 47-2019, A Resolution Approving Amendment No. 2 to the CMGC Contract Executed on May 22, 2019 Between the City of Black Hawk and Taylor Kohrs LLC, and Therefore Accepting the Guaranteed Maximum Price (GMP) of Not to Exceed $2,599,631.00 Plus 5% City Contingency for Construction of the Hidden Treasure Trailhead Project for a Total of $2,699,631.00

Mayor Spellman read the title.

Public Works Director Isbester introduced this item. He reminded Council that at their May 22 meeting they approved the original contract with Taylor Kohrs for preconstruction services. He added that at the June 26 Council meeting they approved Amendment 1 for a deposit to secure the production slot of the bridge for an early October 2019 delivery. He said they have gotten through about 90% of the CDOT permit process and there is still a little more electrical design left. There were several late added design elements for the bridge, and parking lot and that is the reason for the additional 5%.

Alderman Bennett asked how high the bridge would be and Isbester replied over 17 feet above the road. Alderman Midcap had several
questions regarding mobilization, dewatering and the contractor’s 2 ½% to which Isbester responded to Council’s satisfaction.

Mayor Spellman added that this is a giant stride forward and will change the landscape of not only Black Hawk, but Gilpin County. He said this project first began with acquiring property back in 2002.

**MOTION TO APPROVE**

Alderman Midcap MOVED and was SECONDED by Alderman Torres to approve Resolution 47-2019, a Resolution approving Amendment No. 2 to the CMGC Contract executed on May 22, 2019 between the City of Black Hawk and Taylor Kohrs LLC, and therefore accepting the Guaranteed Maximum Price (GMP) of not to exceed $2,599,631.00 plus 5% City contingency for construction of the Hidden Treasure Trailhead Project for a total of $2,699,631.00.

**MOTION PASSED**

There was no discussion, and the motion PASSED unanimously.

**B. Resolution 48-2019, A Resolution Approving the Supplemental Change Order to the Professional Services Agreement for the Hidden Treasure Trailhead Project for Construction Administration Services with Stolfus and Associates, Inc. in the Amount Not to Exceed $210,283.00**

Mayor Spellman read the title.

Public Works Director Isbester explained that due to the compressed timeframe to get this project done, there is a need for full-time inspection of this bridge, and without the time or the skillset for these critical inspections, staff is recommending a professional to oversee it.

**MOTION TO APPROVE**

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to approve Resolution 48-2019, a Resolution approving the Supplemental Change Order to the Professional Services Agreement for the Hidden Treasure Trailhead Project for Construction Administration Services with Stolfus and Associates, Inc. in the amount not to exceed $210,283.00

**MOTION PASSED**

There was no discussion, and the motion PASSED unanimously.

**C. Resolution 49-2019, A Resolution Approving the Combined Addendum to Subdivision/Site Improvement Agreement Dated June 21, 2017 and Fourth Amendment to Subdivision/Site Improvement Agreement Dated December 12, 2018, Between the City of Black Hawk, Colorado, the Lodge Casino, LLC and JIJE, LLC**

Mayor Spellman read the title.
City Attorney Hoffmann reiterated that this was a late addition to the agenda. Steve Jones, attorney for both the Lodge Casino and JIJE was available for any questions. City Attorney Hoffmann said this approval would only allow temporary occupancy of the parking lot before the public improvements were completed, and if the public improvements were not completed by November 20, 2019, then the right to use both the Canyon and Dakota parking lots will be revoked until the public improvements were completed. He added that he anticipates the applicant to come back within three weeks with a final version of amendments to the Subdivision Agreement to address security and completion issues so that all that would be left would be for the developer just to finish the work.

**MOTION TO APPROVE**

Alderman Armbright MOVED and was SECONDED by Alderman Moates to approve Resolution 49-2019, a Resolution approving the combined addendum to Subdivision/Site Improvement Agreement dated June 21, 2017 and Fourth Amendment to Subdivision/Site Improvement Agreement dated December 12, 2018, between the City of Black Hawk, Colorado, the Lodge Casino, LLC and JIJE, LLC.

**MOTION PASSED**

There was no discussion, and the motion PASSED unanimously.

10. CITY MANAGER REPORTS:

City Manager Cole had nothing to report.

11. CITY ATTORNEY:

City Attorney Hoffmann mentioned the few memos on new legislation he has been sending Council, and one in particular, is in regards to posting notices of meetings. Beginning January 1, 2020, when Council approves their annual designated public place for the posting of meeting notices, the designated place may now be electronically on the City’s website. The Clerk’s office will also continue to post as they do now.

12. EXECUTIVE SESSION:

None

13. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 3:35 p.m.

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Melissa A. Greiner, CMC
City Clerk

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David D. Spellman
Mayor
A special meeting of The Black Hawk Urban Renewal Authority was called to order on Wednesday, July 24, 2019, at 3:35 p.m. by Chairman Spellman.

1. ROLL CALL: Present were: Chairman Spellman, Commissioners Armbright, Bennett, Johnson, Midcap, Moates, and Torres.

Staff present: City Attorney Hoffmann, City Manager Cole, Fire Chief Woolley, Police Chief Lloyd, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Senior Civil Engineer Reed, Community Planning & Development Administrator Linker, and Deputy City Clerk Martin.

2. ACTION ITEMS:

A. Resolution 2019-01, A Resolution Approving the Encroachment Agreement Between the City of Black Hawk Urban Renewal Authority and TRECO Blackhawk LLC

Mayor Spellman read the title.

City Attorney Hoffmann introduced this item and explained that the City owns the property that used to be known as the Eureka Casino, which is next store to the property that is under contract with TRECO Blackhawk LLC at 231 Gregory Street. He said there are competing surveys and this Encroachment Agreement addresses the encroachment, if it does exist. He added that this agreement is conditional upon the property closing. The surveyor was present if there were any questions.

MOTION TO APPROVE

Chairman Torres MOVED and was SECONDED by Chairman Johnson to approve Resolution 2019-01, a Resolution approving the Encroachment Agreement between the City of Black Hawk Urban Renewal Authority and TRECO Blackhawk LLC.
MOTION PASSED  

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

3. ADJOURNMENT:  
Chairman Spellman declared the Meeting of the Black Hawk Urban Renewal Authority closed at 3:39 p.m.

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Melissa A. Greiner, CMC  
City Clerk

David D. Spellman  
Chairman
COUNCIL BILL 16
ORDINANCE 2019-16
A BILL FOR AN
ORDINANCE AMENDING
ARTICLE XVIII OF
CHAPTER 6 OF THE
BLACK HAWK
MUNICIPAL CODE
REGARDING RETAIL
MARIJUANA
ESTABLISHMENTS
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Presentation of an Ordinance to amend the City’s code governing Retail Marijuana

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

MOTION TO APPROVE Council Bill 16, An Ordinance Amending Article CVIII of Chapter 6 of the Black Hawk Municipal Code Regarding Retail Marijuana Establishments

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The recommended changes to the Black Hawk Municipal Code reflect the changes in State law and approval process with the Clerk’s Office.

AGENDA DATE: August 14, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

DOCUMENTS ATTACHED: Council Bill 16

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner, cmc
City Clerk/Administrative Services Director

Stephen N. Cole
City Manager
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB16  
ORDINANCE NUMBER: 2019-16

TITLE: A BILL FOR AN ORDINANCE AMENDING ARTICLE XVIII OF CHAPTER 6 OF THE BLACK HAWK MUNICIPAL CODE REGARDING RETAIL MARIJUANA ESTABLISHMENTS

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

Section 1. Section 6-557, subsection (a) of the City of Black Hawk Municipal Code is amended to read as follows:

Sec. 6-557. Requirements for application for license; payment of application; fee; denial of license.

(a) A person seeking a license or renewal of a license issued pursuant to this Article shall submit an application to the local licensing authority on forms provided by the City Clerk. At the time of application, each applicant shall pay a nonrefundable operating application fee to the City in an amount to be determined by the City by separate resolution to defray the costs incurred by the City for costs including but not limited to inspection, administration, and enforcement of retail marijuana stores. In addition, the applicant shall present one (1) of the following forms of identification:

Section 2. Section 6-557, subsection (b)(2) of the City of Black Hawk Municipal Code is hereby deleted, and the remainder of subsection (b) is renumbered accordingly.

Section 3. Section 6-558, subsection (a) of the City of Black Hawk Municipal Code is hereby repealed and reenacted to read as follows:

Sec. 6-558. Retail marijuana stores.

(a) A licensed retail marijuana store may sell up to one (1) ounce of retail marijuana or its equivalent in retail marijuana concentrate or retail marijuana products to persons twenty-one (21) years of age or older during a single sales transaction.

(1) Up to one (1) ounce of retail marijuana or its equivalent in retail marijuana products or retail marijuana concentrate during a single sales transaction to Colorado residents; or
(2) Up to one-quarter (1/4) ounce of retail marijuana or its equivalent in retail marijuana products during a single sales transaction to a non-Colorado resident.

Section 4. Section 6-565, subsection (b) of the City of Black Hawk Municipal Code is amended to read as follows:

Sec. 6-565. Issuance of license; duration; renewal

* * *

(b) Each license issued pursuant to this Article shall be valid for one (1) year from the date of issuance and may be renewed only as provided in this Article. All renewals of a license shall be for no more than one (1) year. An application for the renewal of an existing license shall be made to the local licensing authority not more than at least forty-five (45) days sixty (60) days and not less than thirty (30) days prior to the date of expiration of the license. A licensee may submit to the local licensing authority a late renewal application on the prescribed forms and pay a non-refundable late application fee in an amount of five hundred dollars ($500.00) for a renewal application made less than forty-five (45) days prior to the date of the expiration of the license. All other provisions concerning renewal applications apply to a late renewal application. The timely filing of a completed renewal application or a late renewal application shall extend the current license until a decision is made on the renewal.

Section 5. 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 6. 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 7. 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 14\textsuperscript{th} day of August, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

_______________________________
Melissa A. Greiner, CMC, City Clerk
COUNCIL BILL 17
ORDINANCE 2019-17
AN ORDINANCE SETTING BALLOT QUESTIONS FOR A NOVEMBER 5, 2019 SPECIAL ELECTION TO BE CONDUCTED AS AN INDEPENDENT POLLING PLACE ELECTION PURSUANT TO THE COLORADO MUNICIPAL ELECTION CODE
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Setting Ballot Questions for a November 5, 2019 Special Election to be Conducted as an Independent Polling Place Election Pursuant to the Colorado Municipal Election Code.

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

MOTION TO APPROVE: Ordinance 2019-17, An Ordinance Setting Ballot Questions for a November 5, 2019 Special Election to be Conducted as an Independent Polling Place Election Pursuant to the Colorado Municipal Election Code.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City desires to conduct a special election on November 5, 2019, so that City voters may consider two ballot questions.

Ballot Question No. 1 is requesting an increase of up to $200 to the General Device Tax to fund the rehabilitation of existing homes and to fund resort destination development opportunities throughout the City.

Ballot Question No. 2 is seeking approval for the City of Black Hawk to allow Sports Betting within the City consistent with the provisions of C.R.S. § 44-30-1505(5)(d) of House Bill 19-1327, provided that Sports Betting is also concurrently authorized at the Statewide Election submitted pursuant to C.R.S. § 44-30-1514.

AGENDA DATE: August 14, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director
Melissa Greiner, City Clerk

DOCUMENTS ATTACHED: Ordinance

RECORD: [ ] Yes [X] No

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

SUBMITTED BY: Lance Hillis

Lance Hillis, Finance Director

REVIEWED BY: Stephen N. Cole

Stephen N. Cole, City Manager

Melissa A. Greiner, City Clerk
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB17

ORDINANCE NUMBER: 2019-17

TITLE: AN ORDINANCE SETTING BALLOT QUESTIONS FOR A NOVEMBER 5, 2019 SPECIAL ELECTION TO BE CONDUCTED AS AN INDEPENDENT POLLING PLACE ELECTION PURSUANT TO THE COLORADO MUNICIPAL ELECTION CODE

WHEREAS, the City of Black desires to conduct a special election on November 5, 2019;

WHEREAS, Section 2 of Article III of the City of Black Hawk Home Rule Charter adopts by reference the Colorado Municipal Election Code of 1965; and

WHEREAS, pursuant to the provisions of the Colorado Municipal Election Code and the City’s home rule authority regarding the conduct of its elections, the City desires to conduct its November 5, 2019 special election as an independent polling place election.

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

Section 1. The City Council of the City of Black Hawk does hereby call a special municipal election to be conducted on November 5, 2019.

Section 2. The City Council of the City of Black Hawk further states it will submit various questions to the registered electors of the City of Black Hawk at the November 5, 2019, special election, such special election to be conducted as an independent, non-coordinated polling place election pursuant to the Colorado Municipal Election Code, C.R.S. § 31-10-101, et seq., and the City’s home rule authority.
Section 3. The following ballot questions shall be submitted to the registered electors of the City of Black Hawk at the November 5, 2019 special election:

Ballot Question No. 1:

SHALL CITY OF BLACK HAWK TAXES BE INCREASED BY UP TO EIGHT HUNDRED THOUSAND DOLLARS ($800,000.00) ANNUALLY IN THE FIRST FULL FISCAL YEAR (2020), AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER BY INCREASING THE RATE OF THE DEVICE TAX LEVIED BY THE CITY BY UP TO $200 PER DEVICE (WHICH TAX RATE MAY FLUCTUATE FROM TIME TO TIME AS DETERMINED BY THE COUNCIL SO LONG AS IT DOES NOT EXCEED $200), TO BE USED FOR ANY LAWFUL PURPOSE OF THE CITY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

• FUNDING THE CITY’S COMMUNITY RESTORATION AND PRESERVATION GUIDE TO PROGRAMS AND OTHER RELATED PROGRAMS FOR THE REHABILITATION OF EXISTING RESIDENTIAL HOMES; AND

• FUNDING RESORT DESTINATION DEVELOPMENT OPPORTUNITIES THROUGHOUT THE CITY, INCLUDING BUT NOT LIMITED TO, VERTICAL AND HORIZONTAL IMPROVEMENTS AND AMENITIES ON GREGORY STREET;

AND SHALL THE CITY BE AUTHORIZED TO COLLECT AND SPEND THE FULL PROCEEDS OF SUCH TAX WITHOUT LIMITATION AND WITHOUT LIMITING THE EXPENDITURE OF ANY OTHER REVENUES OR FUNDS UNDER ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION?

Yes_______

No_______
Ballot Question No. 2:

SHALL THE CITY OF BLACK HAWK ALLOW SPORTS BETTING WITHIN THE CITY CONSISTENT WITH THE PROVISIONS OF C.R.S. § 44-30-1505(5)(d) OF HOUSE BILL 19-1327, PROVIDED THAT SPORTS BETTING IS ALSO CONCURRENTLY AUTHORIZED AT THE STATEWIDE ELECTION SUBMITTED PURSUANT TO C.R.S. § 44-30-1514?

Yes________

No________

Section 4. 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 5. 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 6. 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 14th day of August, 2019.

__________________________________
David D. Spellman, Mayor

ATTEST:

__________________________________
Melissa Greiner, CMC, City Clerk
RESOLUTION 50-2019
A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF ARCHITECTURAL COMPATIBILITY FOR AN AMENDMENT TO THE COMPREHENSIVE SIGN PLAN FOR THE ISLE OF CAPRI/ELDORADO CASINO
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 50-2019  

TITLE:  A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF ARCHITECTURAL COMPATIBILITY FOR AN AMENDMENT TO THE COMPREHENSIVE SIGN PLAN FOR THE ISLE OF CAPRI/ELDORADO CASINO  

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

Section 1. The City Council hereby conditionally approves a Certificate of Architectural Compatibility for an amendment to the Comprehensive Sign Plan for the Isle of Capri/Eldorado Casino, with the following conditions:  

A. The property line must be added to the site plan of the Comprehensive Sign Plan, and specific dimensions shall be included indicating the distance from the property line to the façade of the building along Main Street, and the proposed setback from each property line to the sign face;  

B. If any signs are determined to be located in, or protrude upon, the City owned right-of-way, a License Agreement with the City of Black Hawk will be required prior to issuance of building permits for such signs, which License Agreement shall require separate City Council approval; and  

C. Proper Building, Electrical, Sign, or other required permits shall be applied for and approved prior to the installation of any new sign.  

RESOLVED AND PASSED this 14th day of August, 2019.  

_________________________________  
David D. Spellman, Mayor  

ATTEST:  

_________________________________  
Melissa A. Greiner, CMC, City Clerk
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a request for an Amendment to the Comprehensive Sign Plan for the Isle of Capri Casino located on property described in Exhibit A and generally located at 401 Main Street, Black Hawk, CO 80422, 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, August 14, 2019, 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, CO 80422, or at such other time of place in the event this hearing is adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner, CMC
City Clerk

EXHIBIT A

SUBJECT: Certificate of Architectural Compatibility, previously known as a Certificate of Appropriateness, for an Amendment to the Comprehensive Sign Plan (CSP) for the Isle/Eldorado Casino.

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

MOTION TO APPROVE WITH CONDITIONS Resolution 50-2019, a Resolution approving a Certificate of Architectural Compatibility for the Comprehensive Sign Plan Amendment for the Isle/Eldorado Casino. The conditions are as follows:

1. The property line must be added to the site plan of the CSP and specific dimensions shall be included indicting the distance from the property line to the façade of the building along Main Street, and the proposed setback from each property line to the sign face.

2. If any signs are determined to be located in, or protrude into, the City owned right-of-way, a License Agreement with the City of Black Hawk will be required prior to issuance of building permits for those signs. A License Agreement requires Council Action.

3. Proper Building, Electrical, Sign, or other required Permits shall be applied for and approved prior to the installation of any new sign.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk has received an application from Yesco Signs (applicant) requesting an amendment to an existing Certificate of Appropriateness for the Comprehensive Sign Plan for the Isle Casino. The application outlines a proposed amendment to a previously approved Comprehensive Sign Plan for the Isle property located at 401 Main Street. The previous COA for the approved CSP was passed on June 25, 2014 by Resolution No. 45-2014. Refer to the attached Staff Report which outlines the proposed sign plan amendment.

AGENDA DATE: August 14, 2019
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No
STAFF PERSON RESPONSIBLE: Cynthia L. Linker
CP&D Administrator
DOCUMENTS ATTACHED:
Resolution 50-2019
Public Hearing Notice
Staff Report
Combined Application

RECORD:
[ ] Yes [X] No

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

SUBMITTED BY:

8/01/19
Cynthia L. Linker, CP&D

8/01/19
Vincent Harris, AICP, Baseline Corporation

REVIEWED BY:

Stephen N. Cole, City Manager
BACKGROUND:
The Isle Casino is in the process of going thru a name change with the current ownership (Eldorado Resorts Inc.) of the facility to a new name – soon to be known as The Eldorado Resort and Casino. On June 18, 2019, the City of Black Hawk received an application for a Certificate of Architectural Compatibility, previously known as Certificate of Appropriateness, amendment from Chuck Boncordo of Yesco Signs on behalf of the Isle of Capri Casino. The application proposes an amendment to the Comprehensive Sign Plan (CSP) for the Isle of Capri Casino property at 401 Main Street, and proposes to remove four (4) existing signs and add eleven (11) new signs. The changes will promote the brand change to the Eldorado logo, increase directional signs, and add signs for a Starbucks coffee shop. The current Certificate of Appropriateness for the Isle of Capri Casino CSP was previously approved on June 25, 2014 by Resolution No. 45-2014 which included 2,040 square feet of sign area. Prior to that approval, the Isle received a variance with the 2011 CSP, allowing for a maximum of 2,401 square feet. The 2011 CSP was approved by Resolution No. 30-2011 and the sign area variance was approved by Resolution No. 29-2011. This resolution essentially accommodated the existing large LED sign on the upper portion of the east façade of the building (sign S-2 in proposed CSP).

This submittal proposes the removal of 618.45 square feet of sign area and the addition of 758.82 square feet of sign area. Existing sign area to remain includes 1,421.55 square feet. The proposed sign area total is 2,180.37 square feet which is a net increase of 140.37 square feet, or a 6.88% increase but still less than the previously allowed maximum sign area approved. The property is allowed 2,401 square feet of sign area granted by Variance approved by Resolution 29-2011 on October 26, 2011. A summary of sign square footage quantities is outlined below.

Allowed Sign Square Footage Calculation:  Building frontage (827.33’) x 170% = 1,406.46 s.f.
Allowed Sign Square Footage per Variance Resolution No. 29-2011: 2,401 s.f.
Existing Sign Square Footage: 2,040 s.f.
Proposed Sign Square Footage: 2,180.37 s.f.
Net Increase in Sign Square Footage from existing to proposed: 140.37 s.f. or 6.88%
Allowed Sign Area not being utilized: 220.63 s.f.
Although the net increase in total sign area is below the 10% threshold for administrative review, this application cannot be reviewed administratively because the property was granted a variance that allows for an increase in total sign area greater than permitted by right. In addition, staff felt that the large number of changes in sign shape, size, location and quantity warranted City Council review.

Two (2) of the proposed signs now appear to be located within the public right-of-way and will therefore require a license agreement as a condition of approval. These signs are listed as Sign MN-1 (proposed Monument Sign along Miners Mesa Road at drive entry) and Sign B (the projecting Starbucks sign on the north façade of the building on Main Street). The Isle’s property line needs to be added to the site plan in order to determine if the signs protrude into or exist fully in the Main Street or Miner’s Mesa rights-of-way.

**Existing and Proposed Sign Location Map**
### Existing Signs to be Removed - Details

<table>
<thead>
<tr>
<th>SIGNAGE</th>
<th>ALPHANUMERIC IDENTIFIER</th>
<th>COPY</th>
<th>SIZE</th>
<th>QTY</th>
<th>ILLUMINATION</th>
<th>ELEVATION</th>
<th>SQ FT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>S-1</td>
<td>ISLE CASINO - HOTEL</td>
<td>24'-0&quot; DIA.</td>
<td>1</td>
<td>INTERNAL</td>
<td>EAST</td>
<td>452</td>
</tr>
<tr>
<td>Isle of Capri</td>
<td>ES-6</td>
<td>ISLE OF CAPRI</td>
<td>1'-10&quot; X 12'-8&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td>CORNER OF MAIN ST &amp; MINERS MESA ST.</td>
<td>23.45</td>
</tr>
<tr>
<td></td>
<td>ES-7</td>
<td>ISLE CASINO - HOTEL</td>
<td>12'-5&quot; DIA.</td>
<td>1</td>
<td>INTERNAL</td>
<td>WEST</td>
<td>121</td>
</tr>
<tr>
<td></td>
<td>ES-8</td>
<td>PARKING MINIMUM CLEARANCE 7'-0&quot;</td>
<td>4'-0&quot; X 7'-0&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td></td>
<td>22</td>
</tr>
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**TOTAL SQUARE FEET OF EXISTING SIGNAGE TO BE REMOVED**: 618.45

### Existing Signs to Remain - Details

<table>
<thead>
<tr>
<th>SIGNAGE</th>
<th>ALPHANUMERIC IDENTIFIER</th>
<th>COPY</th>
<th>SIZE</th>
<th>QTY</th>
<th>ILLUMINATION</th>
<th>ELEVATION</th>
<th>SQ FT</th>
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<tr>
<td></td>
<td>S-2</td>
<td>VARIES</td>
<td>25'-0&quot; X 50'-0&quot;</td>
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<td>EAST</td>
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<td></td>
<td>ES-1</td>
<td>ISLE HOTEL CASINO VALET SELF-PARKING &amp; HOTEL ONE-IN LADY LUCK CASINO &amp; HOTEL</td>
<td>4'-10&quot; X 6'-0&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td>NORTH</td>
<td>29</td>
</tr>
<tr>
<td></td>
<td>ES-2</td>
<td>VALET</td>
<td>1'-10&quot; X 6'-0&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td>NORTH</td>
<td>11</td>
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<tr>
<td></td>
<td>ES-3</td>
<td>DO NOT ENTER</td>
<td>1'-3&quot; X 7'-0&quot;</td>
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<td>NO</td>
<td>NORTH</td>
<td>8.75</td>
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<td></td>
<td>ES-4</td>
<td>PUBLIC PARKING CLEARANCE 7'-0&quot;</td>
<td>1'-3&quot; X 7'-0&quot;</td>
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<td>NO</td>
<td>NORTH</td>
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<td>ES-5</td>
<td>SELF PARK</td>
<td>1'-10&quot; X 6'-0&quot;</td>
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<td>NORTH</td>
<td>11</td>
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<tr>
<td></td>
<td>ES-6</td>
<td>VARIES</td>
<td>6'-8&quot; X 12'-10&quot;</td>
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<td>INTERNAL</td>
<td>CORNER OF MAIN ST &amp; MINERS MESA ST.</td>
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<td>ES-9</td>
<td>DO NOT ENTER</td>
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<td>WEST</td>
<td>8.75</td>
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<tr>
<td></td>
<td>ES-10</td>
<td>CAUTION MERGING TRAFFIC</td>
<td>1'-3&quot; X 7'-0&quot;</td>
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<td>NO</td>
<td>WEST</td>
<td>8.75</td>
</tr>
<tr>
<td></td>
<td>PS-1</td>
<td>WIN ME</td>
<td>2'-0&quot; X 8'-0&quot;</td>
<td>2</td>
<td>DOES NOT COUNT TOWARD TOTAL SIGN AREA</td>
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<td>32</td>
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</table>

**TOTAL SQUARE FEET OF EXISTING SIGNAGE**: 1421.55
The proposed CSP Amendment has been reviewed by staff for compliance with Chapter 15 – Sign Code of the Black Hawk Municipal Code.

**REVIEW:**
Section 15-13 of the Black Hawk Municipal Code regulates the need for Comprehensive Sign Plans (CSP). This staff report relates the need for City Council to review and take action on the proposed CSP Amendment.

The CSP process is provided by the City of Black Hawk Municipal Code to offer more flexibility with the number, size, proportion and balance of signs. The Municipal Code permits a total allowable square footage of signage to be calculated at one square foot per linear foot of building frontage. The Isle of Capri Casino property abuts public right-of-way on two (2) sides: Main Street to the north and Miners Mesa Road to the west. In total, the building façade on the subject property abuts 827.33 linear feet of public right-of-way. According to sign regulations, properties with approved comprehensive sign plans with electronic messaging centers are allowed up to 170% of the permitted sign area, permitting the Isle of Capri Casino up to 1,406.46 sq. ft. of total sign area. In 2011, the City issued a variance to the Isle by

<table>
<thead>
<tr>
<th>SIGNAGE</th>
<th>ALPHANUMERIC IDENTIFIER</th>
<th>COPY</th>
<th>SIZE</th>
<th>QTY</th>
<th>ILLUMINATION</th>
<th>ELEVATION</th>
<th>SQ FT</th>
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</thead>
<tbody>
<tr>
<td>EL DORADO</td>
<td>[BG-1]</td>
<td>EL DORADO</td>
<td>9’-2 3/4” X 54’-3 3/4”</td>
<td>1</td>
<td>S14 LED LAMPS</td>
<td>EAST</td>
<td>500.67</td>
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<tr>
<td>EL DORADO RESORT CASINO</td>
<td>[BG-2]</td>
<td>EL DORADO RESORT CASINO</td>
<td>4’-8 1/2” X 16’-3 3/4”</td>
<td>1</td>
<td>INTERNAL</td>
<td>WEST</td>
<td>64.62</td>
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<tr>
<td>SELF PARK</td>
<td>[BG-3]</td>
<td>SELF PARK</td>
<td>1’-7 3/4” X 13’-8 1/2”</td>
<td>1</td>
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<td>WEST</td>
<td>22.69</td>
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<tr>
<td>CASINO</td>
<td>[BG-4]</td>
<td>CASINO</td>
<td>2’-0” X 9’-11 1/2”</td>
<td>1</td>
<td>INTERNAL</td>
<td>WEST</td>
<td>19.92</td>
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<tr>
<td>HOTEL</td>
<td>[BG-5]</td>
<td>HOTEL</td>
<td>1’-8 1/4” X 9’-3”</td>
<td>1</td>
<td>INTERNAL</td>
<td>WEST</td>
<td>15.62</td>
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<tr>
<td>VALET</td>
<td>[BG-6]</td>
<td>VALET</td>
<td>1’-8 1/4” X 8’-11”</td>
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<td>INTERNAL</td>
<td>WEST</td>
<td>15.08</td>
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<td>SELF PARK</td>
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<td>3’-10 1/4” X 7’-10 1/2”</td>
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<td>INTERNAL</td>
<td>WEST</td>
<td>23.19</td>
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<tr>
<td>EL DORADO</td>
<td>[BG-8]</td>
<td>EL DORADO</td>
<td>2’-3 3/4” X 13’-7 1/4”</td>
<td>1</td>
<td>INTERNAL</td>
<td>NORTH</td>
<td>31.36</td>
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<td>SELF PARK ELDORADO LADY LUCK ELDORADO RESORT CASINO</td>
<td>[BG-9]</td>
<td>SELF PARK ELDORADO LADY LUCK ELDORADO RESORT CASINO</td>
<td>8’-0” X 6’-3”</td>
<td>1</td>
<td>INTERNAL</td>
<td></td>
<td>54.62</td>
</tr>
<tr>
<td>STARBUCKS LOGO</td>
<td>[BG-10]</td>
<td>STARBUCKS LOGO</td>
<td>24” DIAMETER</td>
<td>1</td>
<td>INTERNAL</td>
<td>NORTH</td>
<td>3.14</td>
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<tr>
<td>STARBUCKS LOGO</td>
<td>[BG-11]</td>
<td>STARBUCKS LOGO</td>
<td>36” DIAMETER</td>
<td>1</td>
<td>INTERNAL</td>
<td>NORTH</td>
<td>7.06</td>
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</table>

**TOTAL SQUARE FEET OF NEW SIGNAGE:** 758.82
Resolution No. 29-2011 allowing 2,401 square feet of total sign area which accommodated the existing large LED sign on the upper portion of the east façade of the building.

**APPLICABLE CITY OF BLACK HAWK REGULATIONS:**

Excerpts from:

*The City of Black Hawk Municipal Code Chapter 15 – Sign Code*

**Sec. 15-13(a). Comprehensive sign plans. Purpose.** The comprehensive sign plan is the device and process employed by the City to ensure an appropriate balance between building architecture, signage and neighborhood aesthetics. This Section assumes that strict compliance with preceding sections of this Chapter provides effective signage for smaller properties and developments and meets community goals for appearance and safety. However, as developments grow in size, opportunities for more effective signage increases. Larger sites offer opportunities for alternative regulation of the number, size, proportion and balance of signs according to alternative standards consistent with the types of establishments, state of the art technology and their approved architecture character.

**Sec. 15-13(b) Applicability.** A Comprehensive Sign Plan is required for each of the following uses:

1. Any building located in a nonresidential district wanting to have additional sign area than allowed in a Standard Sign Plan and wanting the ability to utilize special event banners and signs for any special event as defined in the Black Hawk Municipal Code. The regulations governing a Certificate of Appropriateness can be found in Section 16-368 (City Council historic review process) of the Black Hawk Municipal Code.

Staff Comment: The applicant is required to submit a CSP since they have proposed sign area in excess of the area allowed with a Standard Sign Plan. In addition, this amendment, though under the 10% threshold for administrative review, contains eleven (11) new signs that warrant review by the City Council.

**Sec. 15-13 (d) Submittal requirements.**

1. Applicants must submit a detailed Comprehensive Sign Plan with attached written stipulations for review and approval. Such stipulations shall consider all appropriate concerns including, but not limited to, the following items: location, relationship of signs to adjacent properties, size, height, color, lighting, technology options, orientation, construction materials and typography.

2. Comprehensive Sign Plans shall include:

   a. All signs, their location in site plan format, and color renderings of the proposed signage. Where sign lighting will have a significant impact on the visual interpretation of the sign, color renderings should be submitted to show the effects of the proposed signs and lighting.
b. Dimensions of each proposed sign listed in a chart summarizing the total area of each and all proposed signs together with the total allowed sign area for the property. The height above grade shall be indicated for blade signs and freestanding signs.

c. A statement as to the calculation of the allowed sign area based on the appropriate building frontage length for the building.

d. The site plan shall include the property lines of the subject site in order to determine that all signage is contained on the property.

Staff Comment: The applicant has prepared a CSP in accordance with City regulations with the exception of the inclusion of the property line that needs to be shown on their site plan with this application. Sign MN-1 and Sign B appear to be located outside of the Isle’s property and in City right-of-way. The property line needs to be added to the CSP site plan, and if one or both of the signs are located in, or protrude into, the right-of-way, a license agreement will be required. A condition of approval to this issue has been included herein.

Sec. 15-13 (e) In case of projecting or blade signs that utilize the airspace above public right-of-way, a license agreement will be generated by the City of Black Hawk for the applicant to review and it shall be reviewed for approval by City Council.

Staff Comment: There is one proposed blade sign included with this CSP Amendment. Sign ‘B’ is a Starbucks logo sign that is proposed to extend from the building in the area above the porte cochere. It appears that this blade sign may extend into the Main Street right-of-way. If this is the case, a license agreement will be required which is included as a condition of approval.

Sec. 15-13(f) No minimum or maximum standards are established for the Comprehensive Sign Plan, except as follows:

(1) The total sign area proposed may not exceed one hundred and thirty-five percent (135%) of the permitted sign area allowed on the subject property as calculated and regulated in Section 15-61. An additional thirty-five percent (35%) of sign area may be granted to a Comprehensive Sign Plan if the application includes the use of electronic message signs (EMS). Therefore, the total sign area proposed may be a maximum of one-hundred and seventy percent (170%) of the permitted sign area allowed on the subject property, if all requirements are met.

Staff Comment: This CSP Amendment proposes 2,180.37 sq. ft. of sign area, which is within the allowed sign area of 2,401 sq. ft. as permitted by the sign area variance granted by Resolution 29-2011 for this subject property.

(2) Permanent window signage shall meet the requirements as set forth in Section 15-43(8).

(3) Temporary Banner Sign and Special Event Signs:

a. Temporary Banner Sign: One temporary vinyl style banner sign is allowed only if included in an approved Comprehensive Sign Plan. A temporary banner sign shall not count toward the maximum sign area permitted for a given business and shall adhere to the following regulations:
1. There shall not be more than one (1) Temporary Banner Sign attached to the building; and
2. Such sign shall be placed in the approved designated display location on the building and shall be constructed out of high quality material; and
3. Such sign shall be allowed to be made of flexible plastic, cardboard, vinyl, fabric or similar non-rigid water-proof material; and
4. Such sign shall be attached in an inconspicuous manner without zip ties, ropes or other similar visible material; and
5. Such sign shall be adhered to the building with grommets and be attached with nuts, bolts or other similar non-visible fasteners; and
6. Such sign shall not exceed thirty-two (32) square feet in size; and
7. Placement of such sign shall be allowed for thirty (30) consecutive days, six (6) times in a calendar year as specified by the business owner and proper notification to the Planning Department for such days.

b. Special Event Signs: Special Event Signs are allowed only if included in an approved Comprehensive Sign Plan Signs that are related to approved special events as defined in this Chapter 15 and Article X of Chapter 6 (Section 6-332) shall adhere to these regulations and are also subject to approval of a sign permit from the Planning Department and approval by staff, subject to and adhere to the following:

1. Special Event Signs are allowed with the permitted special event provided that the sign area shall be limited to a total of seventy-five (75) square feet and a maximum of three (3) such signs. Such signs must be on private property and securely attached to the wall of a permitted building or permitted structure on the site in a manner that does not allow the sign to wave or flap in any way; and
2. Special Event Signs and any other approved special event associated items shall be located within one-hundred (100) feet of the permitted special event area on the property which must be shown on the Comprehensive Sign Plan and sign permit for the special event.
3. Method of attachment shall be shown in detail in the Comprehensive Sign Plan and no strings, rope or similar attachment item shall be visible from 50 feet or more from such attachment location; and
4. Special Event Signs shall not be placed above the roof line of any building or structure: and.
5. Special Event signs shall not be counted toward the allowed sign area for a property or business.

Staff Comment: There are no permanent window signs or temporary banners proposed with this CSP Amendment. One (1) special event sign was included with the approved 2014 CSP and will remain as a part of this 2019 CSP. The conditions per Section 15-13(f) (3) b. as outlined above have been met.

Sec. 15-13(g) The Comprehensive Sign Plan shall be reviewed in terms of its impact on surrounding land uses and its compatibility with the purposes of this Chapter and with other City planning and zoning programs and regulations.
Sec. 15-13(i) Council review and approval. Within sixty (60) days of receipt of a complete application, the Council shall act to approve, approve with conditions or deny the application. The comprehensive sign plan shall be approved if:

(1) Implementation of the comprehensive sign plan will provide signage more compatible with the surrounding development and designed with a high quality appearance; and

Staff Comment: The proposed signs are compatible with the other signs currently existing on the Isle Casino, and are also consistent with signs on other buildings that surround the property in the heart of Black Hawk’s gaming district.

(2) Implementation of the comprehensive sign plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood and development area; and

Staff Comment: The proposed signs are compatible with surrounding properties in terms of size and scale. The signs do not over-encumber the façade of the subject building and complement the existing architecture.

(3) Implementation of the comprehensive sign plan will provide signage consistent with the architecture and site plan characteristics of the proposed or existing project; and

Staff Comment: Both existing and new signs are consistent in both size and form with the architecture and site characteristics.

(4) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics; and

Staff Comment: The City of Black Hawk Commercial Design Guidelines indicates that “Signage shall complement the architecture of a building and not clutter the face of the building.” The Isle Casino CSP Amendment meets this objective.

(5) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives cited in the purpose of the Sign Code;

Staff Comment: The proposed sign plan meets the purpose of the comprehensive sign plan program.

STAFF COMMENT SUMMARY:
Staff from Baseline Corporation has reviewed and evaluated the request for the Certificate of Appropriateness for a Comprehensive Sign Plan Amendment as provided by Yesco Signs on behalf of the Isle of Capri Casino and finds the document to be in compliance with the regulations established in Sec. 15-13 of the Sign Code with the exception of the inclusion of the property line on the site plan.

Overall, Baseline suggests that the application and proposed modifications to the Isle (now Eldorado) Casino Comprehensive Sign Plan complies with the intent and character of the Design Standards and for continued development of a successful business in the City of Black Hawk.
Staff recommends that the **Certificate of Appropriateness for the proposed Comprehensive Sign Plan Amendment** for the Isle/Eldorado Casino be approved, subject to following conditions:

1. The property line must be added to the site plan of the CSP and specific dimensions shall be included indicating the distance from the property line to the façade of the building along Main Street, and the proposed setback from each property line to the sign face.

2. If any signs are determined to be located in, or protrude into, the city owned right-of-way, a license agreement with the City of Black Hawk will be required prior to issuance of building permits for those signs.

3. Proper Building, Electrical, Sign, or other required Permits shall be applied for and approved prior to the installation of any new sign.

**FINDINGS:**
The City Council may approve, conditionally approve, or deny the application for a **Certificate of Appropriateness for a Comprehensive Sign Plan Amendment**. Sections 15-13 (a) Purpose and (b) Applicability provide the ability of the property owner to submit the application. Following are findings that can be referred to relate to the criteria in Section 15-13(i):

1. Implementation of the Comprehensive Sign Plan will provide signage that is compatible with the surrounding development and designed with a high quality appearance; and

2. Implementation of the Comprehensive Sign Plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood and development area; and

3. Implementation of the Comprehensive Sign Plan will provide signage consistent with the architecture and site plan characteristics of the proposed or existing project; and

4. Implementation of the Comprehensive Sign Plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics; and

5. Implementation of the Comprehensive Sign Plan will be materially beneficial in achieving the goals and objectives cited in the purpose of the Sign Code.
RECOMMENDATION:
Baseline staff recommends City Council consider a MOTION TO APPROVE WITH CONDITIONS a Certificate of Appropriateness for a Comprehensive Sign Plan Amendment as submitted and included with this staff report. The conditions are as follows:

1. The property line must be added to the site plan of the CSP and specific dimensions shall be included indicting the distance from the property line to the façade of the building along Main Street, and the proposed setback from each property line to the sign face.

2. If any signs are determined to be located in, or protrude into, the city owned right-of-way, a license agreement with the City of Black Hawk will be required prior to issuance of building permits for those signs.

3. Proper Building, Electrical, Sign, or other required Permits shall be applied for and approved prior to the installation of any new sign.

ATTACHMENTS:
A. Land Development Application
B. Comprehensive Sign Plan Document
Applicant's Submittal
LAND USE APPLICATION FORM
City of Black Hawk
Community Planning and Development
211 Church Street, P.O. Box 68 Phone: 303-582-0615
Black Hawk, CO 80422 Fax: 303-582-2239
www.cityofblackhawk.org

DATE: 6-13-2019
APPLICANT NAME: YESCO, LLC
APPLICANT ADDRESS: 11220 E 53 Rd Ave. Unit 300, Denver CO 80239
APPLICANT MAILING ADDRESS: Same
APPLICANT CONTACT NUMBER: Chuck Boncordo EMAIL ADDRESS: cboncordo@yesco.com

PROPERTY OWNER NAME: Isle of Capri Black Hawk, LLC
PROPERTY OWNER ADDRESS: 401 Main Street, Black Hawk, CO 80422
PROPERTY OWNER MAILING ADDRESS: P.O.Box 777, Black Hawk CO 80422
PROPERTY OWNER CONTACT NUMBER: 303.998.7710 EMAIL ADDRESS: rodney.turlan@islecorg.com

PROJECT NAME: Comprehensive Sign Plan Minor Modification
PROJECT ADDRESS: 401 Main Street, Black Hawk, CO
PROJECT DESCRIPTION: Remove Isle Logos, replace with ELDORADO letters and other directional signage
IS PROPERTY WITHIN CITY LIMITS: YES ☐ NO ☐
PRESENT ZONING: TRG CURRENT USE: Hotel Casino
NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): N/A
NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): N/A
GILPIN COUNTY ASSESSOR’S I.D. NO.(S): 0830740-1030.31-32 EXISTING PROPERTY SIZE: 144,600 ACRES/SQ.FEET
(PLEASE ATTACH A COPY OF SURVEY/PLAT.)
EXISTING BUILDING SIZE: 119,323.8 SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: N/A

APPLICANT HAS READ AND ACKNOWLEDGES THE FOLLOWING:
For informational purposes, the Black Hawk Adopted Fee Schedule and 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 City approved consultants evaluate and process applications.

APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:
I, as the applicant, hereby certify that I believe to the best of my knowledge that 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 the Black Hawk Adopted Fee Schedule and 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.

The application must be submitted in person to the Community Planning and Development office. A complete submittal of one (1) hard copy set and one (1) electronic copy in PDF format on flash drive, as well as the receipt of application fee payment, must accompany the application. Application fees may be paid online at: http://www.cityofblackhawk.org/city-departments/community-planning-development/

SIGNATURE OF APPLICANT  Date: 6/18/19
Rev. 1.17.2019
Tuesday, June 11, 2019

To: Baseline/City of Black Hawk

Regarding: YESCO Authorization on behalf of Isle Black Hawk Inc

Site: Isle Of Capri Black Hawk 401 Main Street, Black Hawk, Co

This letter is notifying all parties that YESCO LLC (Denver and Reno offices) has our authorization and approval to create and modify as needed a revised 2019 CSP (Comprehensive Sign Program) to meet our future signage goals and city approvals.

Sincerely,

Rodney Turlan
Vice President & General Manager
6-14-2019

City of Black Hawk
211 Church Street, PO Box 68
Black Hawk CO 80422
To: Community Planning & Development

RE: Isle of Capri Comprehensive Sign Plan (CSP) “Minor” Modification

Scope of Work:
Removal of two large “Isle” round logos sign on the East and west elevations.
Replacement with east facing “ELDORADO” illuminated, bulb filled letters and one smaller set of west facing “ELDORADO Resort Casino” pan channel letters
Additional new signs: Directional type signs i.e.: Hotel, Self-Parking, Valet with directional arrows, “Casino” sign over entrance, 2 small Starbucks logos (one under Valet entrance not visible from Main Street)
Removal of Rock Mounted illuminated “Parking” Directional sign and replacement with small free-standing illuminated monument directional.
New Sign Area total is under 10% (6.88%) increase of existing approved CSP square footage sign area total, qualifying for “Administrative “Approval.

Following attachments:
1) Completed & Signed Application form
2) Letter from owner granting applicant permission to act on their behalf
3) Graphic CPS representation showing removed, existing remaining, and new signs proposed.
4) Fees to be paid on line with a receipt attached.

All Correspondence should include:
Chuck Boncordo , Reno Denver Expediting cboncordo@yesco.com 720-458-7104
Sheldon Marshall Denver sales smarshall@yesco.com 720-458-7136
Tom Weatherby Reno Sales tweatherby@yesco.com 775-284-8133

Thank you,

Sheldon Marshall
Senior Account Executive
YESCO Custom Electric Signs
11220 E 53rd Avenue unit 300
Denver Co 80239
May 10, 2019

RE: Rebranding Comprehensive Sign Package

Property Information

Isle of Capri Casino
An Eldorado Resorts Inc. Property
401 Main Street
Black Hawk, CO 80422
Property Owner:
Eldorado Resorts Inc.
Contact Number:
Rodney Turlan - GM
775 772-1109
Randee Bach - VP of Construction & Design
314 581-9746

Sign Package Prepared by:
YESCO, LLC
800 B Bennie Ln
Reno, NV 88512

COMPREHENSIVE SIGN PLAN
CERTIFICATE OF COMPLETENESS

The original Comprehensive Sign Plan has been approved by
the Black Hawk City Council on ____________,
2019.
Resolution No.
This document represents the approved Comprehensive
Sign Plan including any conditions by City Council.

Completeness certification by Baseline Corporation this
___________ day of ____________ , 2019.

Signature: ____________________________
Vincent Harris, AICP - Planning Director
On behalf of the City of Black Hawk
BUILDING FRONTAGE CALCULATION
MAIN ST. 641'-3"
MINER'S MESA STREET 186'-1"
TOTAL BUILDING FRONTAGE 827'-4"

ALLOWABLE SIGNAGE SQUARE FOOTAGE CALCULATION
SECTION 15.62 (COMPREHENSIVE SIGN PLANS) OF THE BLACK HAWK MUNICIPAL CODE
ALLOWS UP TO 170%

TOTAL ALLOWABLE SIGNAGE SQUARE FOOTAGE WITH THIS COMPREHENSIVE SIGN PLAN:
827.33 X 170% = 1406.46

EXISTING SIGNAGE APPROVED PER RESOLUTION #45-2014, JUNE 25, 2014: 2040 SQ. FT.
TOTAL EXISTING SIGN AREA TO REMAIN: 1421.55 SQ. FT.
TOTAL PROPOSED NEW SIGN AREA: 758.82 SQ. FT.
TOTAL EXISTING AND PROPOSED SIGN AREA: 2180.37 SQ. FT.

(6.88% INCREASE FROM EXISTING) ADMINISTRATIVE APPROVAL REQUIRED

LEGEND
- EXISTING SIGN TO REMAIN
- NEW SIGN
<table>
<thead>
<tr>
<th>SIGNAGE</th>
<th>ALPHANUMERIC IDENTIFIER</th>
<th>COPY</th>
<th>SIZE</th>
<th>QTY</th>
<th>ILLUMINATION</th>
<th>ELEVATION</th>
<th>SQ FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELDORADO</td>
<td>BG-1</td>
<td>ELDORADO</td>
<td>9'-2 3/4&quot; X 54'-3 3/4&quot;</td>
<td>1</td>
<td>S14 LED LAMPS</td>
<td>EAST</td>
<td>500.67</td>
</tr>
<tr>
<td>ELDORADO RESORT CASINO</td>
<td>BG-2</td>
<td>ELDORADO RESORT CASINO</td>
<td>4'-8 1/2&quot; X 16'-3 3/4&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td>WEST</td>
<td>64.62</td>
</tr>
<tr>
<td>SELF PARK</td>
<td>BG-3</td>
<td>SELF PARK</td>
<td>1'-7 3/4&quot; X 13'-8 1/2&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td>WEST</td>
<td>22.69</td>
</tr>
<tr>
<td>CASINO</td>
<td>BG-4</td>
<td>CASINO</td>
<td>2'-0&quot; X 9'-11 1/2&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td>WEST</td>
<td>19.92</td>
</tr>
<tr>
<td>↑ HOTEL</td>
<td>BG-5</td>
<td>↑ HOTEL</td>
<td>1'-8 1/4&quot; X 9'-3&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td>WEST</td>
<td>15.62</td>
</tr>
<tr>
<td>↑ VALET</td>
<td>BG-6</td>
<td>VALET</td>
<td>1'-8 1/4&quot; X 8'-11&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td>WEST</td>
<td>15.06</td>
</tr>
<tr>
<td>↑ SELF PARK</td>
<td>BG-7</td>
<td>↑ SELF PARK</td>
<td>3'-10 1/4&quot; X 7'-10 1/2&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td>WEST</td>
<td>23.19</td>
</tr>
<tr>
<td>ELDORADO</td>
<td>BG-8</td>
<td>ELDORADO</td>
<td>2'-3 3/4&quot; X 13'-7 1/4&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td>NORTH</td>
<td>31.36</td>
</tr>
<tr>
<td>SELF PARK</td>
<td>MN-1</td>
<td>SELF PARK</td>
<td>8'-0&quot; X 6'-3&quot;</td>
<td></td>
<td>INTERNAL</td>
<td></td>
<td>54.87</td>
</tr>
<tr>
<td>LADY LUCK ELDORADO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RESORT - CASINO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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**SUB TOTAL SQUARE FEET OF NEW SIGNAGE** 748.00
<table>
<thead>
<tr>
<th>SIGNAGE</th>
<th>ALPHANUMERIC IDENTIFIER</th>
<th>COPY</th>
<th>SIZE</th>
<th>QTY</th>
<th>ILLUMINATION</th>
<th>ELEVATION</th>
<th>SQ FT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
<td>STARBUCKS LOGO</td>
<td>24&quot; DIAMETER</td>
<td>1</td>
<td>INTERNAL</td>
<td>NORTH</td>
<td>3.14</td>
</tr>
<tr>
<td></td>
<td>E</td>
<td>STARBUCKS LOGO</td>
<td>36&quot; DIAMETER</td>
<td>1</td>
<td>INTERNAL</td>
<td>NORTH</td>
<td>7.06</td>
</tr>
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</table>

**TOTAL SQUARE FEET OF NEW SIGNAGE**: 758.82
### EXISTING SIGNS TO REMAIN

<table>
<thead>
<tr>
<th>SIGNAGE</th>
<th>ALPHANUMERIC IDENTIFIER</th>
<th>COPY</th>
<th>SIZE</th>
<th>QTY</th>
<th>ILLUMINATION</th>
<th>ELEVATION</th>
<th>SQ FT</th>
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</thead>
<tbody>
<tr>
<td>S-2</td>
<td>VARIES</td>
<td></td>
<td>25'-0&quot; X 50'-0&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td>EAST</td>
<td>1250</td>
</tr>
<tr>
<td>ES-1</td>
<td>ISLE HOTEL &amp; CASINO</td>
<td></td>
<td>4'-10&quot; X 6'-0&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td>NORTH</td>
<td>29</td>
</tr>
<tr>
<td></td>
<td>VALET, SELF PARKING,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&amp; HOTEL CHECK-IN</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LADY LUCK CASINO &amp; HOTEL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ES-2</td>
<td>VALET</td>
<td></td>
<td>1'-10&quot; X 6'-0&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td>NORTH</td>
<td>11</td>
</tr>
<tr>
<td>ES-3</td>
<td>DO NOT ENTER</td>
<td></td>
<td>1'-3&quot; X 7'-0&quot;</td>
<td>1</td>
<td>NO</td>
<td>NORTH</td>
<td>8.75</td>
</tr>
<tr>
<td>ES-4</td>
<td>PUBLIC PARKING CLEARANCE</td>
<td></td>
<td>1'-3&quot; X 7'-0&quot;</td>
<td>1</td>
<td>NO</td>
<td>NORTH</td>
<td>8.75</td>
</tr>
<tr>
<td></td>
<td>7'-0&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ES-5</td>
<td>SELF PARK</td>
<td></td>
<td>1'-10&quot; X 6'-0&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td>NORTH</td>
<td>11</td>
</tr>
<tr>
<td>ES-6</td>
<td>VARIES</td>
<td></td>
<td>6'-8&quot; X 12'-10&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td></td>
<td>85.55</td>
</tr>
<tr>
<td>ES-9</td>
<td>DO NOT ENTER</td>
<td></td>
<td>1'-3&quot; X 7'-0&quot;</td>
<td>1</td>
<td>NO</td>
<td>WEST</td>
<td>8.75</td>
</tr>
<tr>
<td>ES-10</td>
<td>CAUTION MERGING TRAFFIC</td>
<td></td>
<td>1'-3&quot; X 7'-0&quot;</td>
<td>1</td>
<td>NO</td>
<td>WEST</td>
<td>8.75</td>
</tr>
</tbody>
</table>

**TOTAL SQUARE FEET OF EXISTING SIGNAGE**: 1421.55
<table>
<thead>
<tr>
<th>SIGNAGE</th>
<th>ALPHANUMERIC IDENTIFIER</th>
<th>COPY</th>
<th>SIZE</th>
<th>QTY</th>
<th>ILLUMINATION</th>
<th>COMMENT</th>
<th>SQ FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>WIN ME</td>
<td>PS-1</td>
<td>WIN ME</td>
<td>2'-0&quot; X 8'-0&quot;</td>
<td>2</td>
<td>NO</td>
<td>DOES NOT COUNT TOWARD TOTAL SIGN AREA</td>
<td>32</td>
</tr>
</tbody>
</table>

**TOTAL SQUARE FEET OF EXISTING SIGNAGE**: 1421.55
<table>
<thead>
<tr>
<th>SIGNAGE</th>
<th>ALPHANUMERIC IDENTIFIER</th>
<th>COPY</th>
<th>SIZE</th>
<th>QTY</th>
<th>ILLUMINATION</th>
<th>ELEVATION</th>
<th>SQ FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISLE CASINO - HOTEL</td>
<td>S-1</td>
<td>ISLE OF CAPRI</td>
<td>1'-10&quot; X 12'-8&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td>CORNER OF MAIN ST &amp; MINERS MESA ST.</td>
<td>23.45</td>
</tr>
<tr>
<td>ES-6</td>
<td>ISLE OF CAPRI</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EAST</td>
<td>452</td>
</tr>
<tr>
<td>ES-7</td>
<td>ISLE CASINO - HOTEL</td>
<td></td>
<td>12'-5&quot; DIA.</td>
<td>1</td>
<td>INTERNAL</td>
<td>WEST</td>
<td>121</td>
</tr>
<tr>
<td>ES-8</td>
<td>PARKING MINIMUM CLEARANCE 7'-0&quot;</td>
<td></td>
<td>4'-0&quot; X 7'-0&quot;</td>
<td>1</td>
<td>INTERNAL</td>
<td></td>
<td>22</td>
</tr>
</tbody>
</table>

TOTAL SQUARE FEET OF EXISTING SIGNAGE TO BE REMOVED: 618.45
EXISTING SIGNS

REMOVE EXISTING SIGN AND DISPOSE

EXISTING SIGN TO REMAIN

S-2

S-1

50'

25'

24'
NEW SIGN

COMPREHENSIVE SIGN PLAN AMENDMENT 2019

TOTAL: 64.62 SQ. FT.

SELF PARK

CASINO

45.10 SQ. FT.

19.52 SQ. FT.

22.69 SQ. FT.

19.92 SQ. FT.

SCOPE OF WORK
MANUFACTURE AND INSTALL INTERNALLY ILLUMINATED CHANNEL LETTERS.

SIGN SPECS
A. PKG CARPET, LIGHTING, WHOLE LED FACE COLOR, NEON ACRYLIC FACELIFT COLOR, BLACK INTERIOR COLOR, BLACK
B. REMOVAL: REMOVE EXISTING LOGO SIGN AND ASSEMBLE
C. GENERAL NOTES:
MATERIAL TO BE DETERMINED
FINISHING: FLUSH TO WALL
NOTE: HOLD SURFACE REMOVED BEFORE FABRICATION

COLOR KEY
BLACK

AS SHOWN FOR A"
DIAMOND"
DIAMOND"

NEW SIGN

COMPREHENSIVE SIGN PLAN AMENDMENT 2019

TOTAL: 64.62 SQ. FT.

SELF PARK

CASINO

45.10 SQ. FT.

19.52 SQ. FT.

22.69 SQ. FT.

19.92 SQ. FT.

SCOPE OF WORK
MANUFACTURE AND INSTALL INTERNALLY ILLUMINATED CHANNEL LETTERS.

SIGN SPECS
A. PKG CARPET, LIGHTING, WHOLE LED FACE COLOR, NEON ACRYLIC FACELIFT COLOR, BLACK INTERIOR COLOR, BLACK
B. REMOVAL: REMOVE EXISTING LOGO SIGN AND ASSEMBLE
C. GENERAL NOTES:
MATERIAL TO BE DETERMINED
FINISHING: FLUSH TO WALL
NOTE: HOLD SURFACE REMOVED BEFORE FABRICATION

COLOR KEY
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DIAMOND"
DIAMOND"

NEW SIGN

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TOTAL: 64.62 SQ. FT.

SELF PARK

CASINO

45.10 SQ. FT.

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22.69 SQ. FT.

19.92 SQ. FT.

SCOPE OF WORK
MANUFACTURE AND INSTALL INTERNALLY ILLUMINATED CHANNEL LETTERS.

SIGN SPECS
A. PKG CARPET, LIGHTING, WHOLE LED FACE COLOR, NEON ACRYLIC FACELIFT COLOR, BLACK INTERIOR COLOR, BLACK
B. REMOVAL: REMOVE EXISTING LOGO SIGN AND ASSEMBLE
C. GENERAL NOTES:
MATERIAL TO BE DETERMINED
FINISHING: FLUSH TO WALL
NOTE: HOLD SURFACE REMOVED BEFORE FABRICATION

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SCOPE OF WORK
MANUFACTURE AND INSTALL INTERNALLY ILLUMINATED CHANNEL LETTERS.

SIGN SPECS
A. PKG CARPET, LIGHTING, WHOLE LED FACE COLOR, NEON ACRYLIC FACELIFT COLOR, BLACK INTERIOR COLOR, BLACK
B. REMOVAL: REMOVE EXISTING LOGO SIGN AND ASSEMBLE
C. GENERAL NOTES:
MATERIAL TO BE DETERMINED
FINISHING: FLUSH TO WALL
NOTE: HOLD SURFACE REMOVED BEFORE FABRICATION

COLOR KEY
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DIAMOND"

NEW SIGN

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19.52 SQ. FT.

22.69 SQ. FT.

19.92 SQ. FT.

SCOPE OF WORK
MANUFACTURE AND INSTALL INTERNALLY ILLUMINATED CHANNEL LETTERS.

SIGN SPECS
A. PKG CARPET, LIGHTING, WHOLE LED FACE COLOR, NEON ACRYLIC FACELIFT COLOR, BLACK INTERIOR COLOR, BLACK
B. REMOVAL: REMOVE EXISTING LOGO SIGN AND ASSEMBLE
C. GENERAL NOTES:
MATERIAL TO BE DETERMINED
FINISHING: FLUSH TO WALL
NOTE: HOLD SURFACE REMOVED BEFORE FABRICATION

COLOR KEY
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DIAMOND"
DIAMOND"

NEW SIGN

COMPREHENSIVE SIGN PLAN AMENDMENT 2019

TOTAL: 64.62 SQ. FT.

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19.52 SQ. FT.

22.69 SQ. FT.

19.92 SQ. FT.

SCOPE OF WORK
MANUFACTURE AND INSTALL INTERNALLY ILLUMINATED CHANNEL LETTERS.

SIGN SPECS
A. PKG CARPET, LIGHTING, WHOLE LED FACE COLOR, NEON ACRYLIC FACELIFT COLOR, BLACK INTERIOR COLOR, BLACK
B. REMOVAL: REMOVE EXISTING LOGO SIGN AND ASSEMBLE
C. GENERAL NOTES:
MATERIAL TO BE DETERMINED
FINISHING: FLUSH TO WALL
NOTE: HOLD SURFACE REMOVED BEFORE FABRICATION

COLOR KEY
BLACK

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DIAMOND"
DIAMOND"

NEW SIGN

COMPREHENSIVE SIGN PLAN AMENDMENT 2019

TOTAL: 64.62 SQ. FT.

SELF PARK

CASINO

45.10 SQ. FT.

19.52 SQ. FT.

22.69 SQ. FT.

19.92 SQ. FT.

SCOPE OF WORK
MANUFACTURE AND INSTALL INTERNALLY ILLUMINATED CHANNEL LETTERS.

SIGN SPECS
A. PKG CARPET, LIGHTING, WHOLE LED FACE COLOR, NEON ACRYLIC FACELIFT COLOR, BLACK INTERIOR COLOR, BLACK
B. REMOVAL: REMOVE EXISTING LOGO SIGN AND ASSEMBLE
C. GENERAL NOTES:
MATERIAL TO BE DETERMINED
FINISHING: FLUSH TO WALL
NOTE: HOLD SURFACE REMOVED BEFORE FABRICATION

COLOR KEY
BLACK

AS SHOWN FOR A"
DIAMOND"
DIAMOND"

NEW SIGN

COMPREHENSIVE SIGN PLAN AMENDMENT 2019

TOTAL: 64.62 SQ. FT.

SELF PARK

CASINO

45.10 SQ. FT.

19.52 SQ. FT.

22.69 SQ. FT.

19.92 SQ. FT.

SCOPE OF WORK
MANUFACTURE AND INSTALL INTERNALLY ILLUMINATED CHANNEL LETTERS.

SIGN SPECS
A. PKG CARPET, LIGHTING, WHOLE LED FACE COLOR, NEON ACRYLIC FACELIFT COLOR, BLACK INTERIOR COLOR, BLACK
B. REMOVAL: REMOVE EXISTING LOGO SIGN AND ASSEMBLE
C. GENERAL NOTES:
MATERIAL TO BE DETERMINED
FINISHING: FLUSH TO WALL
NOTE: HOLD SURFACE REMOVED BEFORE FABRICATION

COLOR KEY
BLACK

AS SHOWN FOR A"
DIAMOND"
DIAMOND"

NEW SIGN

COMPREHENSIVE SIGN PLAN AMENDMENT 2019

TOTAL: 64.62 SQ. FT.

SELF PARK

CASINO

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22.69 SQ. FT.

19.92 SQ. FT.

SCOPE OF WORK
MANUFACTURE AND INSTALL INTERNALLY ILLUMINATED CHANNEL LETTERS.

SIGN SPECS
A. PKG CARPET, LIGHTING, WHOLE LED FACE COLOR, NEON ACRYLIC FACELIFT COLOR, BLACK INTERIOR COLOR, BLACK
B. REMOVAL: REMOVE EXISTING LOGO SIGN AND ASSEMBLE
C. GENERAL NOTES:
MATERIAL TO BE DETERMINED
FINISHING: FLUSH TO WALL
NOTE: HOLD SURFACE REMOVED BEFORE FABRICATION

COLOR KEY
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DIAMOND"

NEW SIGN

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SIGN SPECS
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B. REMOVAL: REMOVE EXISTING LOGO SIGN AND ASSEMBLE
C. GENERAL NOTES:
MATERIAL TO BE DETERMINED
FINISHING: FLUSH TO WALL
NOTE: HOLD SURFACE REMOVED BEFORE FABRICATION

COLOR KEY
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DIAMOND"

NEW SIGN

COMPREHENSIVE SIGN PLAN AMENDMENT 2019

TOTAL: 64.62 SQ. FT.

SELF PARK

CASINO

45.10 SQ. FT.

19.52 SQ. FT.

22.69 SQ. FT.

19.92 SQ. FT.

SCOPE OF WORK
MANUFACTURE AND INSTALL INTERNALLY ILLUMINATED CHANNEL LETTERS.

SIGN SPECS
A. PKG CARPET, LIGHTING, WHOLE LED FACE COLOR, NEON ACRYLIC FACELIFT COLOR, BLACK INTERIOR COLOR, BLACK
B. REMOVAL: REMOVE EXISTING LOGO SIGN AND ASSEMBLE
C. GENERAL NOTES:
MATERIAL TO BE DETERMINED
FINISHING: FLUSH TO WALL
NOTE: HOLD SURFACE REMOVED BEFORE FABRICATION

COLOR KEY
BLACK

AS SHOWN FOR A"
DIAMOND"
DIAMOND"
**NEW SIGN**

**COMPREHENSIVE SIGN PLAN AMENDMENT 2019**

**A - Design ID #13156**

Manufacture and install one (1) single face backlit illuminated logo wall sign.

1. Single faced internally illuminated wall mount logo disk. Cabinet to be 3/16" thick die-cut, fabricated aluminum sidewalls and back. Paint cabinet black polyurethane. Front to be 3/16" thick acrylic 015-05P backed with 1/8" clear polycarbonate. 1/16" thick black trimcap with square head screws retaining trimcap.

2. Graphics of logo to be 1st surface 3M Translucent Scotch-Blue vinyl with 3M 8332. Suggested to show thru White.

3. Internally illuminate with Sloan mini, White 6500k LEDs. Internal power supply.

4. Install to wall with required fasteners. (Hickory, exterior mount).

Disk 24 in x 24 in. S/F Illuminated Flush Mounted Wall Sign. VED STD. VED

<table>
<thead>
<tr>
<th>Scale</th>
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<tbody>
<tr>
<td>1&quot; = 1'-0&quot;</td>
<td>24&quot; Width</td>
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</tbody>
</table>

**Color Spec**
- Aluminum 7000 (gray) 8332
- 1/8" thick acrylic 015-05P
- Black polyurethane 1/16" thick
B - Design ID #14097

Manufacture and install one (1) double face backlit illuminated logo blade cabinet sign.

4. Double face backlit illuminated logo blade cabinet sign to be 6’-0” in height, fabricated from 12-gage aluminum, painted Black to match RAL 7021 (Widewright Black). Mounting flange to be 2” x 2” x 1/2” channel to be painted Black to match RAL 7021 (Widewright Black). Frame flange to be painted Black to match RAL 7021 (Widewright Black). Attachment flange to be painted Black to match RAL 7021 (Widewright Black).

5. Internally illuminated with Singer 5000W Plain module, mounted on an internal 0.25” (6.4mm) aluminum channel, painted Black to match RAL 7021 (Widewright Black). LED power supply to be installed in a NEMA 4X enclosure and mounted on back of blade cabinet sign. All electrical components and wiring to conform to National Electrical Code. Power supply to be UL listed and cULus listed. Power supply for blade sign to include a high intensity white LED module, mounted on a 12-gage aluminum plate, painted Black to match RAL 7021 (Widewright Black). Blade sign to be connected to power supply by a high intensity white LED module, mounted on a 12-gage aluminum plate, painted Black to match RAL 7021 (Widewright Black).

6. Support structure to be 3/4” x 3/4” x 1/16” aluminum angle to be galvanized to meet AGA 32 grade G5 with high Nickel, Nelson grade 335 bolts with Wedge Lock nuts and lock washers. Guy wire to be 3/8” galvanized steel, painted Black to match RAL 7021 (Widewright Black). Support structure to be 3/4” x 3/4” x 1/16” aluminum angle to be galvanized to meet AGA 32 grade G5 with high Nickel, Nelson grade 335 bolts with Wedge Lock nuts and lock washers. Guy wire to be 3/8” galvanized steel, painted Black to match RAL 7021 (Widewright Black).
EXISTING SIGN TO REMAIN

COMPREHENSIVE SIGN PLAN AMENDMENT 2019

ES-1 - DIRECTIONAL WALL SIGN

NTS
EXISTING SIGN TO REMAIN

ES-2 & ES-5 - PARKING WALL SIGNS

ES-2 - PARKING WALL SIGN

ES-5 - PARKING WALL SIGN

COMPREHENSIVE SIGN PLAN AMENDMENT 2019

NTS

NTS
EXISTING SIGN TO REMAIN

ES-3 & ES-9 - DIRECTIONAL PARKING SIGNS

ES-4 - DIRECTIONAL PARKING SIGN

ES-9 & ES-10 - DIRECTIONAL PARKING SIGN

ES-3 & ES-4 - NORTH ELEVATION

ES-9 & ES-10 - WEST ELEVATION
EXISTING SIGN TO REMAIN

12'-10"
8'-6"

ES-6 - VIDEO BOARD

NTS

ES-6 - VIDEO BOARD

NTS
RESOLUTION 51-2019

A RESOLUTION
APPROVING THE
AGREEMENT FOR THE
COMPLETE DEMOLITION
OF 500 CHASE STREET
AND 531 CHASE STREET
WITH GRAPES & SONS
EXCAVATION IN A TOTAL
AMOUNT NOT TO
EXCEED $54,400.00
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 51-2019  

TITLE: A RESOLUTION APPROVING THE AGREEMENT FOR THE COMPLETE DEMOLITION OF 500 CHASE STREET AND 531 CHASE STREET WITH GRAPE & SONS EXCAVATION IN A TOTAL AMOUNT NOT TO EXCEED $54,400.00  

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 for the complete demolition of 500 Chase Street and 531 Chase Street with Grapes & Sons Excavation in a total amount not to exceed $54,400.00, and authorizes the Mayor to execute the necessary agreements on behalf of the City.  

RESOLVED AND PASSED this 14th day of August, 2019.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: To consider a Resolution approving the Trade Contractor Agreement between the City of Black Hawk and Grapes & Sons Excavation for the complete demolition of 500 Chase Street and 531 Chase Street in a total amount not to exceed $54,400.00.

RECOMMENDATION:
MOTION TO approve Resolution 51-2019 approving the Trade Contractor Agreement between the City of Black Hawk and Grapes & Sons Excavation for the complete demolition of 500 Chase Street and 531 Chase Street in a total amount not to exceed $54,400.00.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City originally requested Weecycle Environmental manage the demolition project and secure a demolition contractor. Bids were received from three (3) contractors: 1) Excel Environmental, Inc. - $83,699.00, 2) Mustard Seed Construction – $86,080.00, and 3) Earth Services & Abatement – 204,657.00. After reviewing the bids, the City solicited a separate proposal from Grapes & Sons Excavation - $54,400.00.

Because the Weecycle bids were on the higher end of the spectrum, the City has elected to bring the Grapes & Sons Excavating contract before City Council for consideration. Since the City is not recommending a Weecycle bidder, Weecycle will not perform the services of Project Manager as originally recommended. City staff will instead assume that responsibility.

Since the Grapes & Sons Excavating proposal offers substantial savings, City staff recommends approval of this document in an amount not to exceed $54,400.00. If approved, the Notice to Proceed will be issued August 19, 2019.

AGENDA DATE: August 14, 2019
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [X]Yes [ ]No
STAFF PERSON RESPONSIBLE: Cynthia L. Linker
CP&D Administrator
DOCUMENTS ATTACHED:
Resolution 51-2019
Trade Contractor Agreement with Exhibit A - City of Black Hawk Scope of Work and Exhibit B - Grapes & Sons Excavation Proposal and Scope of Work
RECORD:

CITY ATTORNEY REVIEW:

SUBMITTED BY: Cynthia L. Linker, CP&D 8/06/19

REVIEWED BY: Stephen N. Cole, City Manager
CITY OF BLACK HAWK, COLORADO

BLACK HAWK

Contract Documents for

DEMOLITION OF 500 AND 531 CHASE STREET
Black Hawk, CO 80422

August 2019
TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this ______ day of __________________________, 2019, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the “City”) and Grapes & Sons Excavating, LLC (hereinafter referred to as “Contractor”).

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the City and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform demolition work at 500 and 531 Chase Street in accordance with Exhibit A, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the “Project”).

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the City and Contractor, consist of this Agreement, Exhibit A, Exhibit B, and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The City shall pay Contractor for the performance of work and completion of the Project not to exceed the amounts set forth in Exhibit B.

Section 4. Times and Methods of Payment.

A. Payment shall be made for services rendered upon completion and final acceptance of the project and shall be due and owing within thirty (30) days of Contractor’s submittal of his invoice. Contractor shall submit invoices prior to the twenty-fourth (24th) day of each month for payment the following month. Payment of any invoice that is received after the twenty-fourth (24th) day of each month may be delayed up to a period of sixty (60) days. If the City objects to any invoices submitted by Contractor, the City will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

B. If the City fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor’s bill, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until Contractor’s outstanding bills have been paid in full.

Section 5. Not Used.

Section 6. Not Used.
Section 7. **Final Acceptance.** Final acceptance of the Project shall follow inspection and approval of Contractor's performance by the City, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The City shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the City is subject to the provisions of this Contract, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the City for final acceptance, shall be delivered free from any and all claims or encumbrances, whether then in existence or later established by law, statute, ordinance, or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the City and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, material man, equipment supplier, manufacturer or other person.

Section 8. **Commencement and Completion of Performance.** The services called for shall commence on or before **August 19, 2019** and end by **September 30, 2019**. Contractor shall commence any work requested by the City within ten (10) days of notification by the City. In the event Contractor fails to commence work within this time period, the City may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to ensure full completion within the contract time. It is expressly understood and agreed by and between the City and Contractor 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. If Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then Contractor shall pay to the City the amount of liquidated damages and not as penalty the sum of **Five Hundred and 00/100 Dollars ($500.00)** for each calendar day that Contractor shall be in default after **September 30, 2019**. The City will charge Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the City in connection with any work accomplished after the specified completion date.

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 Contractor has promptly given written notice of such delay to the City:
A. to any preference, priority or allocation order duly issued by the City; and

B. to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

Section 9. 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:

i. not less than ten (10) calendar days written notice of intent to terminate, and

ii. an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by the City for its convenience.

C. Upon receipt of a termination action pursuant to paragraphs a. and b. above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

Section 10. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefor unless otherwise specified by the City. The City shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The City is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the City is exempt shall not be included in the Agreement Price. The City shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. §39-26-708, Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or
for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers’ compensation, safety and health, state labor and materials, and equal employment opportunity.

Section 11. Indemnification.

The 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 Contractor, the Contractor’s employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor’s employees or subcontractor.

The 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 Contractor, or at the option of the City, 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 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 12. 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 11 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 11 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 11 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 Contractor or his sub-contractors shall be obtained and maintained during the life of this Contract.
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 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 Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Owner under this contract.

C. To the extent that liability results from the acts or omissions of the 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 any other person(s), company(ies), or entity(ies) deemed necessary by the Owner. The Contractor shall be solely responsible for any deductible losses under any policy required herein.

D. The insurance provided by the Contractor shall be primary to insurance carried by the Owner and all other additional insureds, and the principal defense of any claims resulting from the Contractor's obligations under the Contract shall rest with the Contractor's Insurer.

Section 13. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the City all workmanship, equipment and materials on or made a part of the Project and its structures for a period of two (2) years from and after the date of final acceptance of the work by the City as provided by this Agreement.

Section 14. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. Contractor shall require any subcontractors to provide the City with a certificate of insurance which provides insurance coverage as provided by Section 12 of this Agreement. The certificate of insurance shall name the City as an additional insured and provide that the policy shall not be terminated without ten (10) days written notice to the City. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the City, Contractor shall disburse the same immediately to subcontractors without any requirement of the City to supervise the same. The City may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or material men prior to payment of progress payments or final payment. No contractual relationship shall exist between the City and any subcontractor because of the subletting of any part of the Project work.
Section 15. Changes in Contract Price. The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price will be determined by one or more of the following methods in the order of precedence listed below:

A. Unit prices previously approved, which are attached hereto and incorporated by this reference.

B. An agreed lump sum.

C. The actual cost of labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition there will be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of general overhead and profit.

Section 16. Work Rules.

A. Contractor shall perform all work hereunder in keeping with the rules and regulations that the City may promulgate at any time for the safe, orderly, and efficient conduct of all operations.

B. The City shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the City, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.

C. Nothing contained in this Agreement shall constitute Contractor as being an employee of the City, nor shall any employment relationship between the City and Contractor be created by the terms hereof.

D. Contractor is responsible for the safety of any of its materials, tools, possessions, and rented items stored on the job site and for protection of the Project and shall hold the City and its authorized representatives harmless from any damage or loss incurred thereto.

E. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services, or instruments for whose actions Contractor is responsible hereunder.
F. No material, equipment, tools, supplies, or instruments other than those belonging to or leased by Contractor will be removed from the Project site by Contractor without the prior written approval of the City.

G. Contractor agrees to report immediately to the City, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

Section 17. Illegal Aliens

A. 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.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. 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.

C. Verification.

1. 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.

2. 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.

3. 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:
a. 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

b. 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.

D. 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.

E. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

F. 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.

Section 18. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 19. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification, or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 20. Severability. If any term, section, or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 21. Waiver. No waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor
shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 22. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.

Section 23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 24. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings, or agreements pertaining to such matters are merged into, and are superseded by this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

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

GRAPES & SONS EXCAVATING, LLC

By: __________________________

Name: Holly Grapes

Title: MANAGER

STATE OF COLORADO )
COUNTY OF Calpín )

The foregoing instrument was acknowledged before me this 2 day of August, 2019, by Holly Grapes, as

Officer Manager of Grapes & Sons Excavating.

My commission expires: 10-24-2020

Witness my hand and official seal.

KYL A CR AWFORD
Notary Public
State of Colorado
Notary ID # 20164040646
My Commission Expires 10-24-2020
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Grapes & Sons Excavating, LLC
(Prospective Contractor)

TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422

Project Name Demolition of 500 and 531 Chase Street

Bid Number N/A Project No. 18004

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 2 day of August, 2019.

Prospective Contractor

By: Holly Grapes

Title: Manager
NO EMPLOYEE AFFIDAVIT

(To be completed if Contractor has zero employees)

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, ______________________, 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)

1. Holly Grapes, 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 City 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.

   Holly Grapes
   Contractor Signature
   August 1, 2019
   Date

STATE OF COLORADO )
COUNTY OF Gilpin ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 2 day of August, 2019, by Holly Grapes as Office Manager of Grapes & Sons Excavating.

My commission expires: 10-24-2020

(SEAL)

Kyla Crawford
Notary Public
State of Colorado
Notary ID # 2016405646
My Commission Expires 10-24-2020
## 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

15
EXHIBIT A

CONTRACTOR PROJECT OVERVIEW & SCOPE OF WORK
FOR
500 CHASE STREET / 531 CHASE STREET, BLACK HAWK, COLORADO

Contractor shall include all labor, equipment and materials to perform and complete the following:

1. Bids should include full demolition, transportation, and disposal of the main structure, garage, outbuildings, and landscape areas on the overall site areas of approximately 0.8 acres more or less for 500 Chase Street and 0.35 acres more or less for 531 Chase Street:
   a. The property at 500 Chase Street includes a pre manufactured home and a detached garage. There are also 4 Sheds with an approximate square footage of 2,500 square feet.
   b. The property at 531 Chase Street includes a two-story burned out residential property with attached four-car garage of approximately 3,400 square feet.
2. Demolition and or abandonment of underground wet utilities within 5'-0" of building line.
3. Prior to project start up, Contractor to request locates for approximate location of existing utility services.
4. Contractor to coordinate with the City of Black Hawk for any required street closure permits.
5. Contractor to provide removal of nuisance dust on road surfaces, mud and construction debris associated with the work as needed, but no less than daily.
6. Contractor to coordinate with the City of Black Hawk for any required water to control nuisance dust.
7. Remove all unused and unwanted products from the site within the project boundaries, buildings, outbuildings and garage that contain hazardous ingredients such as but not limited to cleaners, petroleum products, automotive products, paints, remodeling/building products, garden products, hobby products, pet products and other potentially hazardous liquids as previously documented by Weecycle.
8. Remove all concrete floor slabs.
9. Remove all concrete foundation walls and footings, no less than 36 inches below ground.
10. Remove all debris and junk from all landscape areas within the project boundaries.
11. All demolition materials and salvage items will become property of the successful bidder.
12. Cut and cap sanitary sewer line within 5'-0" of building line.
13. Cut and crimp water line within 5'-0" of building line.
14. Grade sites level with clean existing soils.
15. Demolition and removal of all retaining walls.
16. Insurance.
17. Mobilization/ Demobilization.
18. Equipment Costs.
20. Permits.
22. Temporary sanitary facilities during demolition.
23. Responsible for establishment and maintenance of site Best Management Practices (BMPs)
24. Traffic control (Contractor to coordinate the City of Black Hawk a vehicle traffic pattern/plan to minimize traffic interruptions on Chase Street).
26. City of Black Hawk requires successful contractor to have a current business license and registration. The City’s Business License & Registration Form is available at the following web address: https://forms.cityofblackhawk.org/AdminServices/BusinessLicensePortal or contact Michele Martin, Deputy City Clerk at MMartin@cityofblackhawk.org or 303-582-2221. Because this is a City project, the fee is waived.
27. The Contractor is required to complete a Temporary Use Permit for such items as a portable restroom, etc. Contact Janice Beecher at JBeeccher@cityofblackhawk.org or 303-582-2231. Because this is a City project, the fee is waived.
28. The Contractor is required to complete a Water Use Permit. Contact Erin Scully, Public Works, at EScully@cityofblackhawk.org or 303-582-2282 for details. Because this is a City project, the fee is waived.
29. The Contractor is required to coordinate traffic control and the temporary closure of the Marilyn Mountain Trailhead through the Public Works’ department. Contact Erin Scully, Public Works, at EScully@cityofblackhawk.org or 303-582-2282
30. The Contractor is required to install silt fencing as required along the creek to prevent erosion from entering the water.
31. Matt Reed, Black Hawk Sr. Civil Engineer, has initiated the State demolition permits for 500 Chase and 531 Chase and will forward to Weecycle for completion.

Excluded:
1. Disconnection of gas and electric utilities (City of Black Hawk to coordinate with utility companies for disconnection of those services).
2. Stone seating area at 500 Chase Street. This shall remain full intact and in place.
Robert Grapes, Owner
P.O. Box 571
Black Hawk Colorado 80422
Phone: (303)582-1131
e-mail: bhgrapes@gmail.com

EXHIBIT B

<table>
<thead>
<tr>
<th>Proposal submitted to:</th>
<th>Phone: 303-582-0615</th>
<th>Date: July 24, 2019</th>
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<tbody>
<tr>
<td>City of Black Hawk</td>
<td>Direct: 303-582-0667</td>
<td></td>
</tr>
<tr>
<td>C/O Cynthia Linker</td>
<td>Cell:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Job Location:</td>
<td>County of Gilpin</td>
</tr>
<tr>
<td>P.O. Box 68</td>
<td>500 and 531 Chase St</td>
<td>State of Colorado</td>
</tr>
<tr>
<td>Black Hawk, CO. 80422</td>
<td>Black Hawk CO. 80422</td>
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</tr>
</tbody>
</table>

WE PROPOSE hereby to furnish material and labor complete in accordance with specifications below,
Payment to be made as follows: Payment is due upon completion and/or upon receipt of Invoice

WE ACCEPT: Visa, Master Card, American Express

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance

Authorized Signature
Holly Grapes, Manager

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Description

500 Chase St
To install silt fence, demo one manufactured home and 4 out buildings, clean up landscape of all debris and cap sewer and water services 5 foot from the building

$ 24,900.00

531 Chase St
To Install silt fence demo entire house, footings, foundation and retaining walls, cap water and sewer services

$ 29,500.00

Total

$ 54,400.00

Addendum to contract To include Contractor Project Overview & Scope of Work For 500 Chase Street/531 Chase Street, Black Hawk Colorado
Proposal

Standard Exceptions
In the event any or all items listed below occurs and have not been addressed in the body of the contract the following shall take precedence:

Grapes & Sons Excavating, LLC will accept no responsibility for the following and Owner will hold Grapes & Sons Excavating, LLC harmless as regards:

Owner is responsible to verify and flag property lines.
Owner is responsible to cut and remove trees in excavated areas.
Owner is responsible to have a Port A Potty on site before work begins as to County Codes.
Owner is responsible to get all required Permits and post them on site.
Owner is responsible to do all their own reseeding and vegetation of disturbed areas.
Owner is responsible for all surveying and staking of project, home foundation, driveway, etc.
Owner is responsible to pay for all compaction testing and testing fees.
Owner is responsible to provide water for compaction if required.
Owner is responsible for permit for D-Watering if required.
Owner is responsible due to weather changes to make sure before any interior and exterior slabs are poured. That the ground does not show frost in soils or ground is frozen.

Extra over the bid only if required with a written change order.
1) Any drilling and blasting on site, owner is to set up with blasting company.
2) Any use of the Hydraulic Rock Hammer on site is $250.00 per hour plus move in costs.
3) Materials and labor that is not listed in the above proposal.
4) Any changes to the plans we received by Owner, Engineer or Architect.
5) Any other materials, dirt or rock, the labor and trucking to bring in on site and to place.
6) Any hauling off excess soils from site or rock will be by the hourly rate of loader and truck.
7) Frost clause, if encountered.
8) D-Watering, if encountered.
9) If unsuitable soils are encountered, determined by Engineer, County, or Owner, suitable soils brought into property will be material and all labor in placement of soil.
10) Payment and Performance Bonds.
11) Crossing of utilities if encountered.
12) Any additional Insurance Premium coverage above our Company present Insurance Coverage.

* A service charge of 1.75% (21% per year) will be charged on all accounts past 30 days. Owner shall pay all attorney fees and costs incurred in connection with collection of any amounts due hereunder.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You authorize to do the work as specified. Payment will be made as outlined above.

______________________________  ______________________________  
Signature  Date of Acceptance:

Page 2 of 2
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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGAION 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 endorsements.

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

INSURED
GRAPE & SONS EXCAVATING
PO BOX 371
BLACK HAWK, CO 80422-0571

CERTIFICATE NUMBER: 46

COVERAGE

<table>
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<tr>
<th>TYPE OF INSURANCE</th>
<th>INSURED LIMIT</th>
<th>INSURED LIMIT (MIDDYYTYY)</th>
<th>OCCURRENCE LIMITS</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>EACH OCCURRENCE CLAIMS MADE</td>
<td>$1,000,000</td>
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REVISION NUMBER: 0

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

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

CERTIFICATE HOLDER
173-715-4
CITY OF BLACK HAWK
PO BOX 88
BLACK HAWK, CO 80422-0068

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:
The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
RESOLUTION 52-2019
A RESOLUTION
AMENDING RESOLUTION 100-2014 TO REFLECT THE PLACEMENT OF A GRANITE MONUMENT AS THE VETERANS’ MEMORIAL PLAQUE AT DORY HILL CEMETERY
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Request to amend Resolution 100-2014 to reflect the placement of granite monument in place of rock monument with a bronze plaque for the Veteran’s Memorial Plaque at Dory Hill Cemetery by the Mountain Rendezvous Chapter of the Daughters of the American Revolution

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

MOTION TO APPROVE Resolution 52-2019, A Resolution Amending Resolution 100-2014 to Reflect the Placement of a Granite Monument as the Veterans’ Memorial Plaque at Dory Hill Cemetery

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

As experienced rock masons are scarce in the Denver metro area after the retirement of the City’s primary contractor, and to avoid further delays in erecting the approved monument, City staff considered alternative monument types. The best fit for the native landscape of Dory Hill Cemetery was a natural stone granite monument with a polished face for the inscription. The Mountain Rendezvous Chapter of the Daughters of the American Revolution was pleased with the alternate choice, and the ladies hosted a dedication ceremony in honor of Memorial Day on May 24, 2019.

AGENDA DATE: August 14, 2019
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No
STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk
DOCUMENTS ATTACHED: Resolution 100-2014 and photo of the monument
RECORD: [ ]Yes [ X ]No
CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A

SUBMITTED BY: REVIEWED BY:
Melissa Greiner, City Clerk/Administrative Services Director
Stephen N. Cole, City Manager
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 52-2019

TITLE:  A RESOLUTION AMENDING RESOLUTION 100-2014 TO REFLECT THE PLACEMENT OF A GRANITE MONUMENT AS THE VETERANS’ MEMORIAL PLAQUE AT DORY HILL CEMETERY

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

Section 1. The City Council hereby confirms the authorization of the placement of a granite monument at the Dory Hill Cemetery by the Mountain Rendezvous Chapter of the Daughters of the American Revolution honoring the deceased veterans interred at the Dory Hill Cemetery.

Section 2. To the extent inconsistent herewith, Resolution No. 100-2014 is amended by this Resolution to reflect the placement of the granite monument instead of the originally contemplated bronze plaque.

RESOLVED AND PASSED this 14th day of August, 2019.

__________________________________________
David D. Spellman, Mayor

ATTEST:

__________________________________________
Melissa Greiner, cMC, City Clerk
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 100-2014

TITLE: A RESOLUTION AUTHORIZING THE PLACEMENT OF A VETERANS' MEMORIAL PLAQUE AT DORY HILL CEMETERY

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

Section 1. The City Council hereby authorizes the placement of a plaque at Dory Hill Cemetery by the Mountain Rendezvous Chapter of the Daughters of the American Revolution honoring the deceased veterans interred at the Dory Hill Cemetery with the following conditions:

a. The plaque will be bronze to be consistent with other plaques in the City of Black Hawk, and
b. The City of Black Hawk will pay in full for the plaque, and
c. The City of Black Hawk will build a monument for the plaque to be mounted on.

RESOLVED AND PASSED this 10th day of December, 2014.

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk
In honor of the brave men and women who served the United States of America. We are a nation blessed by their service. May they rest, in peace, under the folds of our flag forever.

Mountain Rendezvous Chapter, NSDAR
May 24, 2019
RESOLUTION 53-2019
A RESOLUTION SETTING FORTH THE FEES THAT MAY BE CHARGED FOR OPEN RECORDS REQUESTS UNDER THE COLORADO OPEN RECORDS ACT, C.R.S. § 24-72-200.1, et seq.
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Increase in CORA fees.

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

MOTION TO APPROVE Resolution 53-2019 A Resolution Setting Forth the Fees that May Be Charged for Open Records Request Under the Colorado Open Records Act, C.R.S. § 24-72-200.1 et seq.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Pursuant to Section 24-72-205(6)(b), C.R.S., the maximum hourly fee for the research and retrieval of public documents in response to a Colorado Open Records Act request will increase from $30.00 to $33.58 as of July 1, 2029.

AGENDA DATE: August 14, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

STAFF PERSON RESPONSIBLE: Melissa A. Greiner
City Clerk/Administrative Services Director

DOCUMENTS ATTACHED: Memorandum Legislative Council Staff

RECORD: [ X ]Yes [ ]No

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

SUBMITTED BY: [ X ]Yes [ ]N/A

REviewed By:  

Melissa A. Greiner, CMC  
City Clerk/Administrative Services Director

Stephen N. Cole  
City Manager
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 53-2019


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

Section 1. The City Council of the City of Black Hawk hereby authorize the City Clerk in the City Clerk’s capacity as the custodian of records pursuant to the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq. (the “Act”) to impose a research and retrieval fee of $33.58 per hour, or any portion thereof, for voluminous or broadly stated requests for records as follows:

A. Pursuant to C.R.S. § 24-72-205(6)(a), the first hour of research and retrieval time under the Act shall be free of charge;

B. The research and retrieval fee authorized by this Resolution shall be in addition to any charges imposed for the receipt of copies of any records open to inspection pursuant to the provisions of the Act; and

C. The City Clerk is further authorized to require a deposit based on the estimated time to do the research necessary to comply with a voluminous or broadly stated request before any such search commences.

Section 2. The City Clerk shall post to the City’s website the aforementioned research and retrieval fee policy upon passage of this Resolution, and no later than August 30, 2019.

RESOLVED AND PASSED this 14th day of August, 2019.

_______________________________  
David D. Spellman, Mayor

ATTEST:

______________________________  
Melissa A. Greiner, CMC, City Clerk
Memorandum

June 21, 2019

TO: Interested Persons

FROM: Natalie Mullis, Director, 303-866-4778

SUBJECT: Colorado Open Records Act Maximum Hourly Research and Retrieval Fee

Summary

Pursuant to Section 24-72-205 (6) (b), C.R.S., the maximum hourly fee for the research and retrieval of public documents in response to a Colorado Open Records Act request will increase from $30.00 to $33.58 as of July 1, 2019.

Methodology

The $3.58 increase resulted from inflating $30 by the percentage change in the Denver-Aurora-Lakewood consumer price index for all items and all urban consumers, published by the U.S. Bureau of Labor Statistics, between the first half of calendar year 2014 and the first half of calendar year 2019. Because the U.S. Bureau of Labor Statistics has not yet released the index for the first half of 2019, the index used for the first half of 2019 represents the average of indices published for January, March, and May 2019.
RESOLUTION 54-2019
A RESOLUTION
APPROVING THE FIRST
AMENDMENT TO
SUBDIVISION/SITE
IMPROVEMENT
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK, COLORADO AND
THE LODGE CASINO, LLC
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: First Amendment to The Lodge Casino Subdivision/Site Improvement Agreement.

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

MOTION TO APPROVE Resolution 54-2019 a Resolution approving the First Amendment to Subdivision/Site Improvement Agreement between the City of Black Hawk, Colorado and The Lodge Casino, LLC.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Subdivision/Site Improvement Agreement between the City of Black Hawk and The Lodge Casino, LLC was approved on June 21, 2017 on Resolution 28-2017. The City and The Lodge desire to amend the Agreement as outlined in this First Amendment.

AGENDA DATE: August 14, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

STAFF PERSON RESPONSIBLE: Corey Hoffmann, City Attorney

DOCUMENTS ATTACHED: Resolution 54-2019
First Amendment to the Agreement

RECORD: [ X ]Yes [ ]No

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

SUBMITTED AND REVIEWED BY:

__________________________
Stephen N. Cole
City Manager
TITLE: A RESOLUTION APPROVING THE FIRST AMENDMENT TO SUBDIVISION/SITE IMPROVEMENT AGREEMENT BETWEEN THE CITY OF BLACK HAWK, COLORADO AND THE LODGE CASINO, LLC

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

Section 1. The First Amendment to Subdivision/Site Improvement Agreement by and between the City of Black Hawk and the Lodge Casino, LLC 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 14th day of August, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk
FIRST AMENDMENT
TO
SUBDIVISION/SITE IMPROVEMENT AGREEMENT

This FIRST AMENDMENT TO SUBDIVISION/SITE IMPROVEMENT AGREEMENT (the "First Amendment") is made this _______ day of _______________, 2019, by and between the CITY OF BLACK HAWK, COLORADO (the "City") and THE LODGE CASINO, LLC, a Delaware limited liability company ("Developer").

RECITALS:

WHEREAS, the City and Developer entered into that certain Subdivision/Site Improvement Agreement dated June 21, 2017 (the "Agreement") pertaining to certain real property located in the City of Black Hawk known as Lot 1, Block 1 and Lot 2, Block 1, Dakota Blackhawk Subdivision Filing No.1, recorded at Reception No. 132271, County of Gilpin, State of Colorado (the "Property"); and

WHEREAS, the City and Developer desire to amend the Agreement for the purposes as hereinafter set forth herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties hereto, and other good and valuable consideration to the parties hereto, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. RECITALS. The recitals set forth in the "Whereas" recitals above are incorporated herein word for word and made a part of this First Amendment for all purposes.

2. DEFINED TERMS. Unless expressly defined herein, all capitalized terms used in this First Amendment shall have the meanings given to such terms in the Agreement.

3. SECTION 8: COMPLETION OF PUBLIC IMPROVEMENTS. The first sentence of Section 8 of the Agreement shall be deleted in its entirety and replaced with the following:

"The obligations of Developer provided for in Section 3 of this Agreement, including the inspections hereof shall be performed on or before November 20, 2019."

4. E & O INSURANCE CERTIFICATE.

4.1 Coverage Evidence. Attached as Exhibit "A" is a copy of a certificate evidencing the current professional errors and omissions insurance (the "E&O Policy") of Martin/Martin, Inc. ("MMI"), Developer’s engineer of record.

4.2 Assignment Of E&O Policy Proceeds. Developer hereby agrees to assign to the City any and all insurance recovery and loss proceeds received from a claim of proven negligence by
MMI and/or Developer on the E&O Policy.

4.3 Acceptance by City. The City acknowledges and agrees: (i) to accept the assignment described in Section 4.2 above; and (ii) that such assignment satisfies the requisites of Section 18-254.

5. SECTION 6. PUBLIC IMPROVEMENTS AND WARRANTIES. Section 6.2 of the Original Agreement shall be modified by added a new sentence at the end of such paragraph, as follows:

"To the extent the asphalt utilized in connection with the Public Improvements to be conveyed to the City are of an HMA composition, all references in this Section 6 to the word "2 years" shall be changed to "4 years." In addition, Developer shall provide the City with no less than seven (7) days' written notice prior to construction of the portion of the Public Improvements including asphalt construction and reconstruction of Developer's election of whether to use an HMA or an SMA asphalt composition.

6. Section 11 of the Original Agreement is amended by the addition thereto of a new paragraph at the end of such Section to read as follows:

"The City hereby consents to the Crossover Point being achieved as more particularly described in the Subdivision/Site Improvement Agreement originally dated December 13, 2017, as amended by the amendments thereto up to and including the Fifth Amendment dated August 14, 2019, regarding the Dakota Project entered into between the City and JIJE, LLC. The City therefore consents to the release of the Performance Guarantee currently securing the Public and Private Improvements for the Canyon Project, to be immediately replaced by the cash security being retained by the City for the Dakota Project, minus the amount of Sixty-One Thousand Six Hundred and Forty-One Dollars ($61,641.00), which amount shall remain as security for the remaining obligations under the Dakota Project as more particularly described in the Fifth Amendment thereto dated August 14, 2019.

7. CONTINUING EFFECT. This First Amendment shall be incorporated into and become a part of the Agreement and all other terms, conditions and obligations of the Agreement, not modified by this First Amendment, shall remain unchanged and in full force and effect.

8. CONFLICT IN TERMS. If any dispute shall arise as to a conflict in the terms of the Agreement and this First Amendment, the terms of this First Amendment shall be deemed to supersede any such conflicting terms and this First Amendment shall be further deemed to govern over the Agreement.

9. FURTHER ACTS. Each party hereto agrees to perform any and all such further and additional acts and execute and deliver any and all such further and additional instruments and documents as may be reasonably necessary in order to carry out the provisions and effectuate the intent of this First Amendment.
10. **SEVERABILITY.** If any provision hereof is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provisions shall be duly severable; this First Amendment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the severance of the illegal, invalid, or unenforceable provision or provisions.

11. **COUNTERPART EXECUTION.** This First Amendment may be executed by facsimile, in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

12. **FACSIMILE/PDF.** Each party hereto, and their respective successors and assigns shall be authorized to rely upon the signatures of all of the parties hereto on this First Amendment which are delivered by facsimile or telecopier transmission or via PDF, as constituting a duly authorized, irrevocable, actual, current delivery of this First Amendment with original ink signatures of each person and entity.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK
SIGNATURE PAGES ARE SET OUT BELOW
EXECUTED as to be effective as of the date first set forth above.

CITY:
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
DEVELOPER:

THE LODGE CASINO, LLC,
By Its Sole Managing Member
Jacobs Entertainment, Inc.

By: ______________________________
Name: Stephen R. Roark
Title: President

STATE OF COLORADO )
 ) ss.
COUNTY OF _______________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ______ day of _______________________, 2019, by Stephen R. Roark, President of Jacobs Entertainment, Inc., Sole Managing Member of The Lodge Casino, LLC.

My commission expires: _________________________

(SEAL)

______________________________
Notary Public
Exhibit "A"

E & O Certificate Of Martin/Martin, Inc.
RESOLUTION 55-2019
A RESOLUTION
APPROVING THE FIFTH
AMENDMENT TO
SUBDIVISION/SITE
IMPROVEMENT
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK, COLORADO AND
JIJE, LLC
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:  Fifth Amendment to the JIJE, LLC Subdivision/Site Improvement Agreement.

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

MOTION TO APPROVE  Resolution 55-2019 a Resolution approving the Fifth Amendment to Subdivision/Site Improvement Agreement between the City of Black Hawk, Colorado and JIJE, LLC.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Subdivision/Site Improvement Agreement between the City of Black Hawk and JIJE, LLC was approved on December 13, 2017 on Resolution 69-2017. Subsequent amendments have occurred as follows:

- First Amendment approved on January 24, 2018 on Resolution 2-2018
- Second Amendment approved on February 14, 2018 on Resolution 17-2018
- Third Amendment approved on August 22, 2018 on Resolution 52-2018
- Fourth Amendment effective November 1, 2018 approved on Resolution 72-2018 on December 12, 2018

The City and JIJE, LLC have agreed to further amend the Agreement as outlined in this Fifth Amendment.

AGENDA DATE:  August 14, 2019

WORKSHOP DATE:  N/A

FUNDING SOURCE:  N/A

STAFF PERSON RESPONSIBLE:  Corey Hoffmann, City Attorney

DOCUMENTS ATTACHED:  Resolution 55-2019
                      Fifth Amendment to the Agreement

RECORD:  [ X ]Yes  [ ]No

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

SUBMITTED AND REVIEWED BY:

__________________________  
Stephen N. Cole  
City Manager
TITLE: A RESOLUTION APPROVING THE FIFTH AMENDMENT TO SUBDIVISION/SITE IMPROVEMENT AGREEMENT BETWEEN THE CITY OF BLACK HAWK, COLORADO AND JIJE, LLC

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

Section 1. The Fifth Amendment to Subdivision/Site Improvement Agreement by and between the City of Black Hawk and JIJE, LLC, 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 14th day of August, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk
FIFTH AMENDMENT TO SUBDIVISION/SITE IMPROVEMENT AGREEMENT

This FIFTH AMENDMENT TO SUBDIVISION/SITE IMPROVEMENT AGREEMENT (the "Fifth Amendment") is made this 28th day of August, 2019, by and between the CITY OF BLACK HAWK (the "City") and JIJE, LLC, a Colorado limited liability company ("Developer").

RECITALS:

WHEREAS, the City and Developer previously entered into that certain "Subdivision/Site Improvement Agreement" dated December 13, 2017 (the "Original Agreement") pertaining to certain real property located in the City of Black Hawk known as Canyon Black Hawk Subdivision, Filing No. 1, City of Black Hawk, County of Gilpin, State of Colorado (the "Property");

WHEREAS, the City and Developer have amended the Original Agreement on four prior occasions, the first such amendment being dated January 24, 2018 (the "First Amendment"), the second such amendment being dated February 14, 2018 (the "Second Amendment"), the third such amendment being dated August 22, 2018 (the "Third Amendment"), and the fourth such amendment being dated December 12, 2018 (the "Fourth Amendment"); and

WHEREAS, the City and Developer have agreed to further amend the Original Agreement, as amended, to address the matters set out below.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. RECITALS. The recitals set forth in the "Whereas" section above are incorporated herein word-for-word and made a part of this Fifth Amendment for all purposes.

2. DEFINED TERMS. Unless expressly defined herein, all capitalized terms used in this Fifth Amendment shall have the meanings given to such terms in the applicable Agreement, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment.

3. SECTION 6.2; PUBLIC IMPROVEMENTS AND WARRANTIES. Section 6.2 of the Original Agreement shall be modified by adding a new sentence at the end of such paragraph, as follows:

"To the extent the asphalt utilized in connection with the Public Improvements to be conveyed to the City are of an HMA composition, all references in this Section 6.2 to the word "2 years" shall be changed to "4 years." In addition, Developer shall provide the City with no less than seven (7) days' written notice prior to
construction of the portion of the Public Improvements including asphalt construction and reconstruction of Developer's election of whether to use an HMA or an SMA asphalt composition. The City and Developer further agree that the warranty period for said Public Improvements shall not commence until Developer completes all of the Public improvements consistent with Section 8 of this Agreement."

4. **SECTION 8; COMPLETION OF PUBLIC IMPROVEMENTS.** The first sentence of Section 8 of the Agreement shall be deleted in its entirety and replaced with the following:

"The obligations of Developer provided for in Section 3 of this Agreement, including the inspections hereof shall be performed on or before November 20, 2019."

5. **E & O INSURANCE CERTIFICATE.**

   5.1 **Coverage Evidence.** Attached as Exhibit "A" is a copy of a certificate evidencing the current professional errors and omissions insurance (the "E&O Policy") of Martin/Martin, Inc. ("MMI"), Developer’s engineer of record.

   5.2 **Assignment Of E&O Policy Proceeds.** Developer hereby agrees to assign to the City any and all insurance recovery and loss proceeds received from a claim of proven negligence by MMI and/or Developer on the E&O Policy.

   5.3 **Acceptance By City.** The City acknowledges and agrees: (i) to accept the assignment described in Section 5.2 above; and (ii) that such assignment satisfies the requisites of Section 18-254.

6. **INTEGRATION WITH DAKOTA PARKING LOT PROJECT.** The City and Developer acknowledge that this Fifth Amendment is being executed in connection with the "First Amendment to Subdivision/Site Improvement Agreement" for the Dakota Parking Lot Project (the "Dakota Amendment"). The intent hereof is to establish that, upon execution of this Agreement and the Dakota Amendment, the Crossover Point, described in Section 11 of the Agreement has occurred as set forth herein. The City and Developer therefore agree that upon execution of this Fifth Amendment and the Dakota Amendment, the City hereby authorizes the cash security under the Dakota Project shall convert to the security required for the Canyon Project, except that the City shall retain the total amount of Sixty-One Thousand Six Hundred and Forty-One Dollars ($61,641.00), which amount consists of Thirty Thousand Dollars ($30,000.00) for the cost of Public Improvements yet to be completed, plus the ten percent (10%) retainage for the warranty period for said Public Improvements in accordance with the Original Agreement.

7. **CONTINUING EFFECT.** This Fifth Amendment shall be incorporated into and become a part of the Agreement and all other terms, conditions and obligations of the Agreement (as amended), not modified by this Fifth Amendment, shall remain unchanged and in full force and effect.
8. **CONFLICT IN TERMS.** If any dispute shall arise as to a conflict in the terms of the Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall be deemed to supersede any such conflicting terms and this Fifth Amendment shall be further deemed to govern over the Agreement.

9. **FURTHER ACTS.** Each party hereto agrees to perform any and all such further and additional acts and execute and deliver any and all such further and additional instruments and documents as may be reasonably necessary in order to carry out the provisions and effectuate the intent of this Fifth Amendment.

10. **SEVERABILITY.** If any provision hereof is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provisions shall be duly severable; this Fifth Amendment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the severance of the illegal, invalid, or unenforceable provision or provisions.

11. **COUNTERPART EXECUTION.** This Fifth Amendment may be executed, in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

12. **FACSIMILE/PDF.** Each party hereto, and their respective successors and assigns shall be authorized to rely upon the signatures of all of the parties hereto on this Fifth Amendment, which are delivered by facsimile or telexcopy transmission or via scanned PDF, as constituting a duly authorized, irrevocable, actual, current delivery of this Fifth Amendment with original ink signatures of each person and entity.
EXECUTED as to be effective as of the date first set forth above.

CITY:

CITY OF BLACK HAWK

_________________________________
David D. Spellman, Mayor

ATTEST:

_________________________________
Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

_________________________________
Corey Y. Hoffmann, City Attorney
DEVELOPER:

JIJE, LLC, a Colorado limited liability company

By: __________________________
Printed Name: ____________________
Title: ___________________________

STATE OF COLORADO )
COUNTY OF _________________ ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ______ day of ______________________, 2019, by ____________________, ____________ of JIJE, LLC, a Colorado limited liability company.

My commission expires: __________________________

(S E A L)

____________________________
Notary Public
Exhibit A

E & O Insurance Certificate Of Martin/Martin, Inc.