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. PUBLIC COMMENT: Please limit comments to 5 minutes

6. APPROVAL OF MINUTES: June 22, 2016

7. PUBLIC HEARINGS


   B. CB15, An Ordinance Approving the First Amendment to an Intergovernmental Agreement Concerning the Marketing and Promotion of Black Hawk Between the City of Black Hawk and the Black Hawk Business Improvement District

   C. Resolution 51-2016, A Resolution Conditionally Approving a Certificate of Appropriateness for the Exterior Façade Remodel of the Monarch Casino Property Located at 488 Main Street

8. ACTION ITEMS:

   A. Resolution 52-2016, A Resolution Approving the Agreement for Professional Services Between the City of Black Hawk and Wood Species Identification and Consultation Services in an Amount Not To Exceed $7,100.00

   B. Resolution 53-2016, A Resolution Approving the Agreement for Professional Services Between the City of Black Hawk and Mountain States Historical in an Amount Not To Exceed $12,500.00

   C. Resolution 54-2016, A Resolution Conditionally Approving a Certificate of Appropriateness for the Exterior Alteration of the Carriage House Located at 100 Marchant Street

   D. Resolution 55-2016, A Resolution Approving the License Agreement Between the City of Black Hawk and Affinity Gaming Black Hawk, LLC

   E. Resolution 56-2016, A Resolution Approving the Lease Agreement Between the City of Black Hawk and Concrete Express, Inc. for Property Located at 271 Gregory Street

9. CITY MANAGER REPORTS:

10. CITY ATTORNEY:

11. EXECUTIVE SESSION:

12. 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.
Craig Holmes, President of the Gilpin County School Board and the Gilpin County Education Foundation, rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, June 22, 2016, at 3:00 p.m. by Mayor Spellman.

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

Absent: Alderman Torres

Staff present: Acting City Attorney Graham, City Manager Lewis, Police Chief Cole, City Clerk/Administrative Services Director Greiner, Finance Director Hillis, Community Planning and Development Administrator Linker, Baseline Engineering Consultant Harris, Public Works Director Isbester, Senior Civil Engineer Reed, Fire Chief Taylor, 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 confirmed there were no agenda changes.

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

Acting City Attorney Graham asked the audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. The audience had no objections.
5. PUBLIC COMMENTS: Deputy City Clerk Martin confirmed that no one had signed up to speak.

6. APPROVAL OF MINUTES June 8, 2016.

MOTION TO APPROVE Alderman Bennett MOVED and was SECONDED by Alderman Johnson to approve the Minutes as presented.

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

7. PUBLIC HEARINGS:

A. CB13-2016, An Ordinance Amending the Black Hawk Municipal Code by the Addition of a New Article X of Chapter 7 Entitled Sand and Oil Separator Facilities

Mayor Spellman read the title and opened the public hearing.

Baseline Engineering Consultant Harris introduced this item. He said the purpose of this amendment was to protect the health and cleanliness of local waterways around the City, which are not currently regulated, by requiring sand and oil separator systems to be installed and allowing the City to enforce this. He said inappropriate discharges can enter the ground water and surrounding streams and rivers, and that the City has an obligation to keep the water clean. Senior Civil Engineer Reed was available to answer technical questions.

Alderman Midcap questioned what was driving this change and said he was not in favor of enforcing this regulation on those who don’t have a system and making them incur this unexpected expense to install one. He said he would rather determine the need on a case-by-case basis.

Community Planning and Development Administrator Linker said she believes every property has a system in their parking lot/garage, but have not maintained them so the discharge goes everywhere. She said there would be an annual permit and maintenance log required for each property. She said these systems are required by the Plumbing Code and would have been designed into each property.

Mayor Spellman added that if a parking lot does not have a system then the City would have to use their resources to clean out the storm sewers and that could become a problem.

Alderman Moates asked if there was an existing inventory of systems and Linker said the City would rely on the property owners to locate
where they are and if not known, then they would have to go back to
the original construction drawings to determine where they are located.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB13, An Ordinance
Amending the Black Hawk Municipal Code by the Addition of a New
Article X of Chapter 7 Entitled Sand and Oil Separator Facilities open
and invited anyone wanting to address the Board either “for” or
“against” the proposed ordinance to come forward.

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

MOTION TO
APPROVE

Alderman Johnson MOVED and was SECONDED by Alderman
Bennett to Approve CB13 as written, An Ordinance Amending the
Black Hawk Municipal Code by the Addition of a New Article X of
Chapter 7 Entitled Sand and Oil Separator Facilities.

MOTION PASSED

There was no discussion and the motion PASSED by a vote of 4-1,
with Alderman Midcap voting against.

B. Resolution 46-2016, A Resolution Conditionally Approving the Comprehensive Sign
Plan and a Certificate of Appropriateness for the Comprehensive Sign Plan for the
Monarch Casino, and Approving a License Agreement for Signage Erected Over City
Property

Mayor Spellman read the title and opened the public hearing.

Baseline Engineering Consultant Harris explained the application to
update Monarch’s previously approved Comprehensive Sign Plan to
include five new signs for the new parking garage, and the License
Agreement is for one of those signs which projects into Main Street
right-of-way over the entrance of the garage. He added that all existing
signs will remain as is, and Monarch will come back again for another
update to add more signs once the tower is complete. The applicant,
David Farahi, was present for any questions.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 46-2016, A
Resolution Conditionally Approving the Comprehensive Sign Plan and
a Certificate of Appropriateness for the Comprehensive Sign Plan for
the Monarch Casino, and Approving a License Agreement for Signage Erected Over City Property open and invited anyone wanting to address
the Board either “for” or “against” the proposed ordinance to come forward.

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

Alderman Armbright MOVED and was SECONDED by Alderman Moates to Approve Resolution 46-2016, A Resolution Conditionally Approving the Comprehensive Sign Plan and a Certificate of Appropriateness for the Comprehensive Sign Plan for the Monarch Casino, and Approving a License Agreement for Signage Erected Over City Property.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.


Mayor Spellman read the title and opened the public hearing.

Community Planning and Development Administrator Linker introduced this item. She said the sign plan is compatible with surrounding businesses, such as Mountain Mocha, and consists of six signs, one of which is a temporary banner allowed to be used six months of the year. She added that no special event signage is included in this package, but the applicant can come back later to amend the plan.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 47-2016, A Resolution Conditionally Approving a Certificate of Appropriateness for the Standard Sign Plan for the EAGLESmart Convenience Store open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Bennett to Approve Resolution 47-2016, A Resolution Conditionally Approving a Certificate of Appropriateness for the Standard Sign Plan for the EAGLESmart Convenience Store.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

8. ACTION ITEMS:

A. Resolution 48-2016, A Resolution Approving the Required Agreements Between the City of Black Hawk and Josh Smith for the Rehabilitation of 400 Chase Street

Mayor Spellman read the title.
Community Planning and Development Administrator Linker explained that these were the last of the documents associated with the Grant project for 400 Chase Street: Preservation Easement Agreement for the exterior of the project, Rehabilitation Grant Program Agreement for the interior portion of the project, and a Temporary Construction Easement to allow the City to do the project on behalf of the applicant.

**MOTION TO APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 48-2016, A Resolution Approving the Required Agreements Between the City of Black Hawk and Josh Smith for the Rehabilitation of 400 Chase Street.

**MOTION PASSED**

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

**B.** Resolution 49-2016, A Resolution Approving the Temporary Construction Easement from Kathryn Lorenz to the City of Black Hawk for Rehabilitation of the Property at 400 Chase Street

Mayor Spellman read the title.

Community Planning and Development Administrator Linker said the General Contractor for 400 Chase Street has asked to use the Lorenz property across the street for a temporary construction laydown area for the duration of the rehabilitation project. The property will be restored to the original condition at the end of the project.

**MOTION TO APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 49-2016, A Resolution Approving the Temporary Construction Easement from Kathryn Lorenz to the City of Black Hawk for Rehabilitation of the Property at 400 Chase Street.

**MOTION PASSED**

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

**C.** Resolution 50-2016, A Resolution Approving the Second Amendment to Property Exchange Agreement Between the City of Black Hawk and Smithrock, LLC

Mayor Spellman read the title.

Acting City Attorney referred to the agreement as close to being final and would suggest if Council approved today that they would do so with a condition of being subject to final review and approval by the City Manager and City Attorney.
Alderman Moates MOVED and was SECONDED by Alderman Johnson to approve Resolution 50-2016, A Resolution Approving the Second Amendment to Property Exchange Agreement Between the City of Black Hawk and Smithrock, LLC conditional upon final review and approval by the City Manager and City Attorney.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

9. CITY MANAGER REPORTS:

City Manager Lewis requested authorization from Council to dispose of the Fire Department’s old compressor and air tanks, since approval was just recently given to purchase new ones. Council was in consensus to approve.

10. CITY ATTORNEY:

Acting City Attorney Graham had nothing to report.

11. EXECUTIVE SESSION:

Acting City Attorney Graham recommended item number 5 for Executive Session.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 3:30 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

MOTION TO ADJOURN

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn the Executive Session at 3:45 p.m.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 3:45 p.m.

Melissa A. Greiner
City Clerk

David D. Spellman
Mayor
COUNCIL BILL 14
AN ORDINANCE AMENDING
ARTICLE XVIII OF CHAPTER
16 OF THE BLACK HAWK
MUNICIPAL CODE
REGARDING HEIGHT LIMITS
FOR COMMERCIAL MOBILE
RADIO SERVICE FACILITIES
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: 14

ORDINANCE NUMBER: 2016-14

TITLE: AN ORDINANCE AMENDING ARTICLE XVIII OF CHAPTER 16 OF THE BLACK HAWK MUNICIPAL CODE REGARDING HEIGHT LIMITS FOR COMMERCIAL MOBILE RADIO SERVICE FACILITIES

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

Section 1. Section 16- of the Black Hawk Municipal Code is hereby amended by the addition of the following new definition:

Public right-of-way means all roads, streets and alleys and all other dedicated rights-of-way, access and utility easements of the City, the state, or any district, utility or railroad.

Section 2. Article XVIII of Chapter 16 of the Black Hawk Municipal Code is hereby amended by the addition of the following new section 16-402:

Sec. 16-402. Height limit.

In no case shall a CMRS facility located on property owned by the City or in any public right-of-way exceed forty (40) feet in height.

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

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

Section 5. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.
READ, PASSED AND ORDERED POSTED this 13\textsuperscript{th} day of July, 2016.

__________________________________
David D. Spellman, Mayor

ATTEST:

________________________________
Melissa A. Greiner, 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 an ordinance to amend Article XVIII of Chapter 16 of the Black Hawk Municipal Code regarding height limits for Commercial Mobile Radio Service Facilities.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, July 13, 2016 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk City Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES
MAY ATTEND

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

SUBJECT: City Ordinance to amend Article XVIII of Chapter 16 of the Black Hawk Municipal Code regarding height limits for Commercial Mobile Radio Service Facilities.

RECOMMENDATION: Baseline Staff as well as the City Attorney recommends the City Council consider a MOTION TO APPROVE the proposed ordinance to amend Article XVIII of Chapter 16 of the Black Hawk Municipal Code regarding height limits for commercial mobile radio services (CMRS) facilities.

MOTION TO APPROVE ORDINANCE NUMBER: 2016-14, AN ORDINANCE AMENDING ARTICLE XVIII OF CHAPTER 16 OF THE BLACK HAWK MUNICIPAL CODE REGARDING HEIGHT LIMITS FOR COMMERCIAL MOBILE RADIO SERVICE FACILITIES.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City Attorney proposes to amend Article XVIII of Chapter 16 to restrict the height of CMRS facilities located within the municipal right-of-way. The City Attorney has learned of a broadband wireless firm (Mobilitie) that is approaching Colorado municipalities with requests to install (120-foot) towers in public rights-of-way and utility easements.

A Colorado statute (commonly called Senate Bill 10 [“S.B. 10”]) currently gives every “telecommunications provider” the right to “erect any poles or construct any … related appurtenances and facilities [including towers] along, through, in, upon, under, or over any” “public highway.” “‘Public highway’ … includes all roads, streets, and alleys and all other dedicated rights-of-way and utility easements of the state or any of its political subdivisions, whether located within the boundaries of a political subdivision or otherwise.” § 38-5.5-102 (2), C.R.S.

S.B. 10 requires a “telecommunications provider” to obtain a political subdivision’s "consent for the use of a public highway within [the] political subdivision”. However, that consent “shall be based upon a lawful exercise of the police power of such political subdivision and shall not be unreasonably withheld, nor shall any preference or disadvantage be created through the granting or withholding of such consent,”§ 38-5.5-106 (2). The combination of these allowances and some companies’ desires necessitates this proposed ordinance amendment. Please read the attached memo from Corey Hoffmann, City Attorney, for more background.

It is recommended that the City of Black Hawk exercise their “police power” by enacting a maximum height limit for any towers or antennas within public rights-of-way. The proposed ordinance will amend Article XVIII to provide a 40 foot height limitation on all towers proposed within public rights-of-way. A new definition for Public right-of-way is proposed and will also be added in this ordinance amendment.

AGENDA DATE: July 13, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes [ ]No
STAFF PERSON RESPONSIBLE: Corey Hoffmann, City Attorney

DOCUMENTS ATTACHED: Ordinance No. 2016-14

RECORD: [X] Yes  [ ] No

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

SUBMITTED BY: REVIEWED BY:

Vince Harris, Baseline Corporation  Jack D. Lewis, City Manager

6/28/2016
COUNCIL BILL 15
AN ORDINANCE
APPROVING THE FIRST
AMENDMENT TO AN
INTERGOVERNMENTAL
AGREEMENT CONCERNING
THE MARKETING AND
PROMOTION OF BLACK
HAWK BETWEEN THE CITY
OF BLACK HAWK AND THE
BLACK HAWK BUSINESS
IMPROVEMENT DISTRICT
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB15
ORDINANCE NUMBER: 2016-15

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

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

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

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

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

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

READ, PASSED AND ORDERED POSTED this 13th day of July, 2016.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

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

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

MOTION TO APPROVE: Ordinance 2016-15, An Ordinance Approving the First Amendment to an Intergovernmental Agreement Concerning the Marketing and Promotion of Black Hawk between the City of Black Hawk and the Black Hawk Business Improvement District.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: On December 9, 2015 the City and the Business Improvement District entered into an agreement to jointly fund marketing and promotion of Black Hawk. The attached amendment increases the annual funding and puts additional obligations on both parties.

AGENDA DATE: July 13, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Ordinance

RECORD: [ ] Yes [X] No

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

SUBMITTED BY: Reviewed by:

Lance Hillis, Finance Director

Jack D. Lewis, City Manager
FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
CONCERNING
MARKETING AND PROMOTION OF
BLACK HAWK

THIS FIRST AMENDMENT is made and entered into this ___ day of _____, 2016, by and between the City of Black Hawk (“City”) and the Black Hawk Business Improvement District (“BID”) hereafter being referred to jointly as "Parties" and singularly as "Party".

WITNESSETH

WHEREAS, the Parties have previously determined that it is in the best interests of the Parties to mutually assist one another with marketing and promotion of the Black Hawk community, and entered into that Intergovernmental Agreement Concerning Marketing and Promotion of Black Hawk, dated December 9, 2015 (the “Original Agreement”);

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

WHEREAS, each of the Parties desire to participate in the costs of an enhanced Marketing Program (the “Enhanced Marketing Program”) as set forth herein to further promote both Parties;

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

WHEREAS, entry into and performance of this Agreement pursuant to §29-1- 203, C.R.S. and Colo. Const. Article XIV, Section 18(2)(a) will serve a public purpose and will promote the purposes of the Parties and general welfare of the residents, property owners, constituents, and visitors of the Parties.

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

1. Each of the Parties agrees to fund the Enhanced Marketing Program for the mutual benefit of the Parties subject to annual appropriation as set forth below. Such Enhanced Marketing Program and the mutual obligations herein are in addition to those obligations set forth in the Original Agreement; provided, however, that the obligation of
the BID in the Original Agreement Section 3(a) to levy 1.5 mills is superseded and replaced by the obligations in Section 3 of the First Amendment for tax collection year 2017 and beyond.

2. **City of Black Hawk Obligations.** The City shall, so long as this Agreement is in effect:

   (a) Not exercise the previously granted authority to impose the City’s lodging tax on hotel rooms provided on a complimentary basis; and

   (b) Not seek voter approval for a new tax or tax policy change that would allow the City, as an exercise of its home rule authority or otherwise, to apply any new tax on complimentary items or to apply its existing sales tax or impose a use tax on complimentary items; and.

   (c) Not increase the City device fee or tax on slot machines for two years from the effective date of this Agreement, so long as the device count does not drop below 8,050 monthly according to the Colorado Division of Gaming Monthly Gaming Statistics device count for a three consecutive month period; and

   (d) Not support any citizen initiative or referendum in conflict with 2(a) or 2(b) or 2(c); and

   (e) Not remove the provisions in the BID’s annual operating plan and budget for 2017 and thereafter that require that the entire market share rebate earned pursuant to the Original Agreement be designated and spent only for the Enhanced Marketing Program.

3. **Black Hawk Business Improvement District Obligations.** In consideration of the City’s obligations set forth in Section 2 above except as provided in 3(d) below, the BID shall so long as this Agreement is in effect:

   (a) For property tax collection year 2017, certify its general operating mill levy at a rate of 3.0 mills for purposes of providing revenue for the Enhanced Marketing Program (the “Enhanced BID Contribution”); and

   (b) Commencing for property tax collection year 2018 and thereafter, set its mill levy at a rate of 4.07 mills for purposes of providing revenue for the Enhanced Marketing Program, and collect the same as an increased Enhanced BID Contribution; and

   (c) Utilize the City Contribution as defined in the Original Agreement if achieved, the BID Contribution as defined in the Original Agreement, and the Enhanced BID Contribution to fund the Enhanced Marketing Program (collectively, the “IGA Revenue”); and
Allocate the IGA Revenue in its entirety for the Enhanced Marketing Program, except that the BID is authorized to expend those amounts necessary for costs of property tax collection paid to Gilpin County and for the day to day administration and operations, including without limitation website maintenance and hosting of the BID and job fairs, such administration and operations to be in an amount not to exceed thirty percent (30%) in 2017; and twenty percent (20%) in 2018 and thereafter, provided, however, that expenditures of the TABOR Emergency Reserve and an emergency marketing fund created solely to allow for a response to catastrophic natural disasters such as rockslides, fire or flood, which fund shall be limited to a maximum fund amount of One Hundred Thousand Dollars ($100,000.00), shall not be included in such percentages. Unless specifically agreed to by the City and the BID, the Enhanced Marketing Program shall only include those marketing activities promoting the City; and

Not lower its mill levy except as required by Article X, Section 20 of the Colorado Constitution; and

Include provisions in its annual operating plan and budget to comply with 3(a) through (e) above.

Each Party’s Obligations Contingent Upon the Other. In addition to the contingency set forth in Section 1 of this Agreement, the obligations of the City and the BID are each contingent on the other party performing their respective obligations, and neither party shall have an obligation to perform under this Agreement if the other Party determines not to perform its obligations hereunder.

This First Amendment and the Original Agreement shall be binding upon the successors and assigns of each of the parties hereto, except that no party may assign any of its rights or obligations hereunder without the prior written consent of the other Party.

It is expressly understood and agreed that enforcement of the terms and conditions of this First Amendment and the Original Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named parties hereto, and nothing contained herein or in the Original Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements.

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

8. Specific performance and damages are not remedies for breach hereof. The sole remedy for breach of this Agreement shall be loss of the benefits of the other party’s performance of this Agreement.

(signature page follows)
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this ______ day of ______________________, 2016.

CITY OF BLACK HAWK, STATE OF COLORADO

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

ATTEST:

By: _____________________________
    Melissa A. Greiner, City Clerk

BLACK HAWK BUSINESS IMPROVEMENT DISTRICT

By: _____________________________
    John East, President

ATTEST:

By: _____________________________
    Brian Watts, Secretary
RESOLUTION 51-2016
A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE EXTERIOR FAÇADE REMODEL OF THE MONARCH CASINO PROPERTY LOCATED AT 488 MAIN STREET
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 51-2016

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE EXTERIOR FAÇADE REMODEL OF THE MONARCH CASINO PROPERTY LOCATED AT 488 MAIN STREET

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

Section 1. The City Council hereby determines to conditionally approve the Certificate of Appropriateness for the exterior façade remodel of the Monarch Casino property located at 488 Main Street, provided that the following conditions are satisfied:

A. All proposed renovations shall match those proposed by Monarch Growth Inc. in their submittal;

B. All applicable building, electrical and public work permits must be obtained prior to beginning construction; and

C. Civil Construction Plans for improvements needed and proposed along Main Street shall be submitted for review and approval by the City before any work begins in Main Street or on the building structure.

RESOLVED AND PASSED this 13th day of July, 2016.

_______________________________
David D. Spellman, Mayor

ATTEST:

_______________________________
Melissa A. Greiner, 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 Certificate of Appropriateness for a remodel of the exterior façade of the Monarch Casino, located on property described in Exhibit A and generally located at 488 Main Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, July 13, 2016 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk City Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner
City Clerk

Exhibit A

488 Main Street –

Lot 1, Block 1 Monarch Casino Filing No. 1 Final Plat, recorded December 12, 2014 at Reception No. 152710 of the Records of the Gilpin County Clerk and Recorder, with all of said parcel being located within the Southeast Quarter of Section 7, Township 3 South, Range 72 West of the Sixth Principal Meridian, City of Black Hawk, County of Gilpin, State of Colorado.

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

MOTION TO APPROVE RESOLUTION NO. 51-2016, A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE EXTERIOR FAÇADE REMODEL OF THE MONARCH CASINO PROPERTY LOCATED AT 488 MAIN STREET WITH THE FOLLOWING CONDITIONS:

1. All proposed renovations shall match those proposed by Monarch Growth Inc. in their submittal.

2. All applicable building, electrical and public work permits must be obtained prior to beginning construction.

3. Civil Construction Plans for improvements needed and proposed along Main Street shall be submitted for review and approval by the City before any work begins in Main Street or on the building.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk received (May 1, 2015) an application request for a Certificate of Appropriateness from MBA Architecture on behalf of Monarch Growth, Inc. The request outlines a proposed remodel to the exterior facade of the Monarch Casino located at 488 Main Street in Black Hawk. All proposed renovations outlined in the applicant’s submittal are for the exterior portion of the casino building; no interior renovations are proposed with this application. Staff has determined that the submittal is in compliance and recommends that a Certificate of Appropriateness be approved.

AGENDA DATE: July 13, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D
Vincent Harris, Baseline Corporation
DOCUMENTS ATTACHED:
- Resolution 51-2016
- Public Hearing Notice
- Land Development Application Form
- Architectural Site Plan
- Floor Plans
- Architectural Elevations
- Lighting Plan
- Materials Board

RECORD:
- [ ] Yes  [ X ] No

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

SUBMITTED BY:
- Vince Harris, Baseline Corporation

REVIEWED BY:
- Jack D. Lewis, City Manager

6/28/2016
STAFF REPORT: Certificate of Appropriateness for Monarch Casino Exterior Remodel
For: City Council
Project: Monarch Casino Exterior Remodel
Property Address: 488 Main Street
Applicants: Monarch Growth, Inc.
Zoning: GOLD District and PUD
Prepared by: Jaxon Fagan Baseline Corporation
Approved by: Vincent Harris, Baseline Corporation
Reviewed by: Cynthia Linker, CP&D Administrator

BACKGROUND:
The City of Black Hawk received (May 1, 2015) an application request for a Certificate of Appropriateness (COA) from MBA Architecture on behalf of Monarch Growth, Inc. The request outlines a proposed remodel to the exterior facade of the Monarch Casino located at 488 Main Street in Black Hawk. All proposed renovations outlined in the applicant’s submittal are for the exterior portion of the casino building proper only; no interior renovations are proposed or subject to the COA process unless such changes do affect/proposed changes to an exterior. The extent and details of the proposed improvements are identified in the following descriptions and images.

Façade:
The applicants propose to re-face the entire existing façade to match the architecture of the new garage that is under construction and ultimately the proposed new Hotel Tower. The existing stone, brick, and exterior insulation finish system (E.I.F.S) will be removed from the exterior of the building and replaced with new granite, limestone, and new E.I.F.S. material. A ‘random ashlar’ stone pattern will be used for sections of wall and as a wainscot and base for the stone clad columns. The columns at pedestrian level (street level) will consist of polished granite slabs with a rough limestone insert. As these elements continue on the upper levels, the will transition to an E.I.F.S material to simulate the look of the columns below.

Windows:
The applicants propose to remove the existing windows and replace most of them with new aluminum windows with frames in a "classic copper" finish. Some windows will be eliminated entirely with the openings being ‘closed off’. This will be done selectively as appropriate to the overall architectural appearance and aesthetics of the facade. This item of windows was discussed at length between the Monarch team and the staff reviewing this project. What is submitted with this application before the City Council for a review is the culmination of such discussions and is recommended by staff as acceptable and meets all previous concerns that staff did have. Thanks needs to go to the Monarch team that worked on these changes to get this application to what now is proposed.

Lighting:
The applicants propose to install new wall sconces, building feature up-lights, and linear up-lights at appropriate locations on the exterior of the building. Specificity of the lighting plan is in the lighting portion/pages included herein.
**Roofing:**
The applicants propose to refinish the existing standing seam metal roofing with a high performance coating to match the new proposed "classic copper" finish to match the window frames. This is the same finish currently being provided for the windows and metal roofing as part of and under construction with the new parking garage.

**Overhead View – Monarch Property showing area of Proposed Renovations**

**Overhead View - Monarch Property showing area of Proposed Renovations**

**South Elevation – Existing Conditions**
South Elevation Color Rendering

Materials Board
Applicable City of Black Hawk Regulations

Excerpts from:

City of Black Hawk
Zoning Code
Chapter 16 – Zoning

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

16-368 (3). Procedure to authorize the erection, construction, reconstruction, alterations to or demolition of improvements.
   a. No building permit or site development plan shall be issued unless accompanied by a Certificate of Appropriateness (CofA) issued by the City Council for any of the following acts:
      1. Construction of a new building, structure or improvement;
      2. Alteration or reconstruction of, or addition to, the exterior of any improvement;
      3. Demolition of any improvement;
      4. Construction or erection of or addition to any improvement upon any land located within the City;

16-368 2. (f): Criteria for determining appropriateness of proposed work. In determining the appropriateness of work (other than demolition) as proposed in an application for a site development plan or a building permit, the Board of Aldermen shall consider the following:

1. All plans, drawings and photographs as may be submitted by the applicant;
   Staff: The applicant has submitted a floor plan, elevation diagram, and the materials board is the same as the one reviewed for the new garage now under construction, and a lighting plan identifying the locations of the proposed renovations.

2. Information presented at a public hearing held concerning the proposed work:
   Staff: A representative of Monarch Growth, Inc. will provide additional information at the City Council meeting if needed.
3. The purpose of this Chapter:

**Staff:** The purpose of this Chapter is to ensure that all development and in this case, the new renovations, meet the zoning requirements of the City of Black Hawk. The property is zoned GOLD District with a PUD overlay. The purpose of the GOLD zoning district is to recognize and encourage the sustained economic viability of the community by allowing gaming and entertainment and encouraging a complementary mix of restaurant and lodging accommodations in a manner which recognizes the continuing viability of the City as a destination resort community. The Gold District development standards have been used in evaluating the project as well. Staff finds that the proposed renovations will continue to uphold these zoning standards.

4. Compliance with the ordinances of the City and the payment of all fees required by the ordinances of the City:

**Staff:** The applicants have and will continue to pay all necessary fees required by the ordinances of the City.

5. The historical and architectural style, the general design, arrangement, texture, materials and color of the development, building or structure in question or its appurtenance fixtures; the relationship of such features to similar features of the other buildings within the City and the position of the building, structure, park or open space in relation to public right-of-way and to other buildings and structures in the City:

**Staff:** The proposed renovations will match or compliment the current design, materials, and colors of materials on the new garage façade, and ultimately for the proposed hotel tower structure. All proposed renovations are appropriate for the GOLD zoning district.

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

**Staff:** The architecture of the building fits in with the historic character of the city. The proposed renovations to the façade, windows, roofing, and lighting will not affect the historic or aesthetic interest of the site or the district.

7. The design standards for the City:

The proposed renovations have been reviewed against the Commercial Design Guidelines for Non-historic Buildings.

**Staff:** The Monarch Casino does not qualify as a historic building because it is not greater than 50 years old. The design guidelines dictate that alterations made to non-historical buildings shall use existing historical architectural details found on other buildings within the City. The proposed renovations to the Monarch Casino are appropriate for the district and will match the design of the recently constructed Monarch parking garage and eventually the proposed hotel tower. The item of windows was discussed at length between the Monarch team and the staff reviewing this project. What is submitted with this application before the City Council for a review is the culmination of such discussions and is recommended by staff as acceptable and meets all previous concerns that staff did have. Thanks needs to go
to the Monarch team that worked on these changes to get this application to what
now is proposed. The proposal as currently proposed meets the City’s Commercial
Design Guidelines.

STAFF COMMENTS:
Staff from Black Hawk and Baseline Corporation has evaluated the information provided by the
Monarch Growth, Inc. representative, MBA Architecture. The City of Black Hawk Municipal Code
allows for exterior renovations of non-residential buildings with the approval of a Certificate of
Appropriateness. Staff from Black Hawk and Baseline Corporation recommends that a Certificate of
Appropriateness be granted. The proposed renovations are acceptable and meet the Design Guidelines
for commercial uses adopted by the City of Black Hawk.

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

The proposed Monarch Casino exterior renovations and improvements increase the visual and physical
quality of the Casino’s façade as well as the Main Street and Mill Street intersection. The proposal meets
the intent of the criteria outlined in Section 16-368 of the Municipal Code and those found in Black
Hawk’s Design Guidelines as noted and evaluated in this staff report presented to City Council.

RECOMMENDATION:
Black Hawk and Baseline Staff recommends City Council consider a MOTION TO APPROVE
WITH CONDITIONS a Certificate of Appropriateness for the Monarch Casino Exterior Remodel, as
submitted and included with this staff report. The conditions are as follows:

1. All proposed renovations shall match those proposed by Monarch Growth Inc. in their submittal
2. All applicable building, electrical and public work permits must be obtained prior to beginning
   construction.
3. Civil Construction Plans for improvements needed and proposed along Main Street shall be
   submitted for review and approval by the City before any work begins in Main Street or on the
   building.

ATTACHMENTS:
- Resolution 51-2016
- Public Hearing Notice
- Land Development Application Form
- Architectural Site Plan
- Floor Plans
- Architectural Elevations
- Grading and Utility Plan
- Lighting Plan
- Materials Board
Applicants Submittal
DATE: 5/1/15  APPLICANT NAME: Monarch Growth, Inc.
APPLICANT ADDRESS: 3800 South Virginia Street, Reno, Nevada 89502
APPLICANT MAILING ADDRESS: 3800 South Virginia Street, Reno, Nevada 89502
APPLICANT CONTACT NUMBER: 775-824-4401  EMAIL ADDRESS: jfarahi@monarchcasino.com
PROPERTY OWNER NAME: Monarch Growth, Inc.
PROPERTY OWNER ADDRESS: 3800 South Virginia Street, Reno, Nevada 89502
PROPERTY OWNER MAILING ADDRESS: 3800 South Virginia Street, Reno, Nevada 89502
PROPERTY OWNER CONTACT NUMBER: 775-824-4401  EMAIL ADDRESS: jfarahi@monarchcasino.com
PROJECT NAME: Monarch Casino
PROJECT ADDRESS: 444 Main Street, Black Hawk, CO 80422
PROJECT DESCRIPTION: Existing Exterior Façade Remodel
IS PROPERTY WITHIN CITY LIMITS: YES ☑  NO ☐
PRESENT ZONING: GOLD/PUD  CURRENT USE: Casino
NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): Monarch Casino/Hotel/Garage PUD
NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): Monarch Casino Filing No. 1
GILPIN COUNTY ASSESSOR'S I.D. NO.(S): Lot 1, Block 1  EXISTING PROPERTY SIZE: 2.98 AC. ACRES/SQ.FEET
(PLEASE ATTACH A COPY OF SURVEY/PLAT)
EXISTING BUILDING SIZE: 124,161  SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS:

PLEASE READ and ACKNOWLEDGE THE FOLLOWING

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

APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:

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

SIGNATURE OF APPLICANT: [Signature]
DATE: 5/1/2015

for: John Parashi
City of Black Hawk
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 Fax: 303-582-2239

Consultants and City Staff Review Only. Do not write below this line.

All Submittal attachments included? Yes ☐ No, additional paperwork needed (see last page) ☒
Public Hearing Required with City Council? Yes ☒ No ☐ Administrative Approval: Yes ☐ No ☒
Date submitted: ____________________ Date deemed complete: ____________________

ACTION REQUESTED (COMPLETED BY CONSULTANTS OR CITY STAFF):
☐ ANNEXATION OF _______ ACRES OF LAND AND _______ ACRES OF RIGHT-OF-WAY
☐ ZONING/REZONING: FROM: _______ TO: _______
☐ PLANNED UNIT DEVELOPMENT (AMENDMENT)
☐ FINAL PLAT: _______ EXISTING LOTS _______ PROPOSED LOTS
☐ MINOR PLAT
☐ SPECIAL USE PERMIT
☐ VACATION OF EASEMENT: _______ RIGHT-OF-WAY: _______
☐ VARIANCE
☐ BOUNDARY LINE AGREEMENT
☐ ROADWAY EASEMENT
☐ CHANGE OF USE
☐ CERTIFICATE OF OCCUPANCY
☐ TEMPORARY CONSTRUCTION EASEMENT
☐ LICENSE AGREEMENT
☐ AIR SPACE EASEMENT
☐ SITE DEVELOPMENT PLAN
☐ CERTIFICATE OF APPROPRIATENESS
☐ TEMPORARY USE PERMIT
☐ FEMA ELEVATION CERTIFICATE
☐ FLOOD PLAIN DEVELOPMENT PERMIT
☐ COMPREHENSIVE SIGNAGE PLAN/SIGN PERMIT
☐ BOARD OF APPEALS

REVIEW TO BE COMPLETED BY:
☒ City Attorney
☒ City Surveyor – CCS Consulting
☒ Baseline Corporation
☒ Colorado Code Consultants
☒ Community Planning and Development
☒ Public Works
☒ Black Hawk Fire Department
☒ Black Hawk Police Department
☒ Black Hawk/Central City Sanitation District
POTENTIAL SUBMITTAL DOCUMENTS REQUIRED IF SELECTED BY CONSULTANTS OR CITY STAFF

☐ One legible copy (no faxed copies) of the recorded Warranty Deed(s), or other such recorded documents, reflecting current ownership and any recorded copies of all documents referenced within the Warranty Deed(s).

☐ If dedications to the City are to be made, one legible copy (no faxed copies) of the recorded Deed(s) of Trust, mortgage(s) and/or assignments to any and all lending agencies or individuals, including recorded legible copies of any document(s) referenced within the text.

☐ If the applicant is someone other than the current owner, a notarized letter of authorization empowering the applicant to act on behalf of the owner.

☐ A title commitment guaranteeing clear title, including legible, recorded copies of all documents referenced within the title commitment by book and page or reception number. The title commitment must have an “Effective date” no earlier than two weeks prior to the date of the Land Use Pre-Planning Application is submitted.

☐ If the owner or lender is a corporation, a joint venture, or a partnership, an authorization of signatures (official verification that the signatures are authorized to sign up on behalf of the corporation, joint venture or partnership) will be required in the form of:
  - A copy of the Articles of Incorporation and/or Corporate Bylaws, or a copy of the Partnership or Operating agreement, which identifies by proper name and title those authorized to sign on the corporation, joint venture or partnership’s behalf, or
  - A certified corporate resolution by the board of directors specifically identifying and authorizing the signatories.

☐ A detailed written description of the request. Include Structures location, size and general design.

☐ Annexation Petition.

☐ Annexation Plat.

☐ Site Development Plan: prepared in accordance with the Black Hawk Zoning Ordinance.

☐ Planned Unit Development (PUD): prepared in accordance with the Black Hawk Zoning Ordinance or conceptual site plan for rezoning proposals to non-Planned Unit Development zone districts.

☐ Preliminary Map: prepared in accordance with the Black Hawk Subdivision Ordinance.

☐ Final Plat: prepared in accordance with the Black Hawk Subdivision Ordinance.

☐ ALTA Survey of property showing the property dimensions, existing structures, existing vegetation, adjacent roadways, etc.

☐ Lot Line Adjustment Plat: prepared in accordance with the Black Hawk Subdivision Ordinance.

☐ One copy of the Traverse Closure Sheet(s) which include the external boundary and all internal lots, and street centerlines.

☐ Preliminary Drainage Report: prepared in accordance with the Black Hawk Regulations.

☐ Final Drainage Report: prepared in accordance with the Black Hawk Regulations.

☐ Geological Report: prepared in accordance with the Black Hawk Subdivision Ordinance.

☐ Final Traffic Study: prepared in accordance with the Black Hawk Transportation Regulations.

☐ Final Grading and Erosion Control Plan; prepared in conformance with the Black Hawk Regulations.

☐ Preliminary Plans for Public Improvements.

☐ Quantities Estimates for Public Improvements including an 8-1/2 x 11" location map.

☐ Subdivision Agreement (SA) Information Sheet, if the SA is to be signed by someone other than the current owner of the property.

☐ A written legal description prepared by a registered land surveyor if property is not part of an approved Subdivision.

☐ Storm Water Management Plan (SWAMP).

☐ Other forms and applications:
  - Certificate of Appropriateness plan

Need for public improvements plans (for sidewalk, trail, etc.) will be determined
MONARCH CASINO
EXTERIOR FACADE REMODEL
CERTIFICATE of APPROPRIATENESS

LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY
OF GILPIN, STATE OF COLORADO

NOTES:
1. ALL EXISTING TREES ON THE SOUTH SIDE OF MAIN STREET TO BE REMOVED AND
REPLANTED.
2. ALL SIGNATURES TO BE NO CONSTRUCTION.
3. ALL WOOD AND CEMENT TO BE REMOVED DURING CONSTRUCTION WILL BE
REPLACED IN PLACE AS SOON AS THE IMPROVEMENTS ARE

DRAWN BY:

REVISIONS

ELEVATIONS ARE BASED ON THE CENTER OF MAIN STREET CENTER LINE.
ELEVATIONS WERE DETERMINED AND ARE APPROXIMATE, SUBJECT TO VARIATIONS AT THE MEASUREMENT POINTS
OF 100 FEET AND 50 FEET.
ELEVATION = 6940.0000 U.S. Feet (NAD83/92 Datum)

SCALE: 1" = 200'
Monarch Casino Black Hawk

Exterior Facade Lighting

Certificate of Appropriateness Submission
NORTH FACADE-CASINO

Decorative Sconce
Type LE
Finish: Amerlux Classic Bronze

Uplighting Building Features
Type LB & LB1
Finish: Tiger Drylac Powder Coating:
39/60020 Metallic Bronze Matte

Linear Uplight
Type LA & LA1
Finish: Natural Aluminum housing
Concealed From View
SOUTH FACADE-CASINO

Decorative Sconce
Type LE
Finish: Amerlux Classic Bronze

Uplighting Building Features
Type LB & LB1
Finish: Tiger Drylac Powder Coating:
39/60020 Metallic Bronze Matte

Linear Uplight
Type LA & LA1
Finish: Natural Aluminum housing
Concealed From View
WEST FACADE-CASINO

Linear Uplight
Type LA & LA1
Finish: Natural Aluminum housing
Concealed From View

Decorative Sconce
Type LE
Finish: Amerlux
Classic Bronze
**Specification:**

*Type LB:* Hydrel 4640-12LED-WHT30K-MVOLT-SP-YM-WMSA-LP-CF (custom finish)

*Type LB1:* Hydrel 4640-18LED-WHT30K-MVOLT-SP-YM-WMSA-LP-CF (custom finish)

**KEY ATTRIBUTES:**

Lumen Output & Wattage:
- Type LB: 420 lumens / 14W (30lpw)
- Type LB1: 690 lumens / 22W (31lpw)

Color Temperature: 3000K

Voltage: Universal (120, 208, 220, 277)

Light Distribution: SPOT

---

**SUBSTITUTION:**

*Type LB:* KIM EL700S3/7L3KUV/finish (BL-Black, DB-Bronze, GR-Verde Green) + J-27N (Surface Box)

*Type LB1:* KIM EL700S3/9L3KUV/finish (BL-Black, DB-Bronze, GR-Verde Green) + J-27N (Surface Box)

**KEY ATTRIBUTES:**

Lumen Output & Wattage:
- Type LB: 806 lumens / 9W (90lpw)
- Type LB1: 1,031 lumens / 11W (94lpw)

Color Temperature: 3000K

Voltage: Universal (120, 208, 220, 277)

Light Distribution: SPOT

---

**CD+M Lighting Design**

[http://www.cdmlight.com](http://www.cdmlight.com)

- **APPROVED**
- **APPROVED AS NOTED**
- **REVISE & RE-SUBMIT**
- **DISAPPROVED**
- **NOT REVIEWED**

**REMARKS:**

VERIFY APPROVED FIXTURE FINISH
WITH OWNER AND ARCHITECT
Specifications

**EL700/7L**
7 Light Emitting Diodes

**EL700/9L**
9 Light Emitting Diodes

**EL700/12L**
12 Light Emitting Diodes

**Housing:** Die-cast aluminum body and lens frame.

**Swivel:** Die-cast aluminum with locking teeth and ½" solid brass NPT mount. Provides horizontal rotation independent of the threaded mount. Swivel locked by ¼-20 stainless set screw. Clear anodized prior to powder coating for added corrosion resistance.

**Gasketing:** Silicone gaskets throughout.

**Fasteners:** Stainless steel.

**Wiring:** No. 18AWM rated 105°C.

**Optical System:** High performance acrylic optic securely attached to internal heat sink for maximum thermal dissipation.

**Driver:** Universal Voltage from 120 to 277V with a ±10% tolerance. -40°F. starting temperature. All drivers are Underwriters Laboratories recognized.

**Finish:** Each luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) polyester powdercoat finish. Standard colors include (BL) Black, (DB) Dark Bronze, (GR) Verde Green.

**Listed to:** UL 1598 Standard for Luminaires - UL 8750 Standard for Safety for Light Emitting Diode (LED) Equipment for use in Lighting Products and CAN/CSA C22.2 No. 250.0-08 Luminaires. LEDs and drivers are RoHS compliant.

**CAUTION:** Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.
## Standard Features

### Ordering Information

<table>
<thead>
<tr>
<th>Fixture</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>EL700S3/7L3KUV⁴</td>
<td>9W, 7 LEDs, 3000K</td>
</tr>
<tr>
<td>EL700S3/7L4KUV⁴</td>
<td>9W, 7 LEDs, 4200K</td>
</tr>
<tr>
<td>EL700S3/7L5KUV⁴</td>
<td>9W, 7 LEDs, 5100K</td>
</tr>
<tr>
<td>EL700F3/7L3KUV⁴</td>
<td>9W, 7 LEDs, 3000K</td>
</tr>
<tr>
<td>EL700F3/7L4KUV⁴</td>
<td>9W, 7 LEDs, 4200K</td>
</tr>
<tr>
<td>EL700F3/7L5KUV⁴</td>
<td>9W, 7 LEDs, 5100K</td>
</tr>
<tr>
<td>EL700S3/9L3KUV⁴</td>
<td>11W, 9 LEDs, 3000K</td>
</tr>
<tr>
<td>EL700S3/9L4KUV⁴</td>
<td>11W, 9 LEDs, 4200K</td>
</tr>
<tr>
<td>EL700S3/9L5KUV⁴</td>
<td>11W, 9 LEDs, 5100K</td>
</tr>
<tr>
<td>EL700F3/9L3KUV⁴</td>
<td>11W, 9 LEDs, 3000K</td>
</tr>
<tr>
<td>EL700F3/9L4KUV⁴</td>
<td>11W, 9 LEDs, 4200K</td>
</tr>
<tr>
<td>EL700F3/9L5KUV⁴</td>
<td>11W, 9 LEDs, 5100K</td>
</tr>
<tr>
<td>EL700S3/12L3KUV⁴</td>
<td>14W, 12 LEDs, 3000K</td>
</tr>
<tr>
<td>EL700S3/12L4KUV⁴</td>
<td>14W, 12 LEDs, 4200K</td>
</tr>
<tr>
<td>EL700S3/12L5KUV⁴</td>
<td>14W, 12 LEDs, 5100K</td>
</tr>
<tr>
<td>EL700F3/12L3KUV⁴</td>
<td>14W, 12 LEDs, 3000K</td>
</tr>
<tr>
<td>EL700F3/12L4KUV⁴</td>
<td>14W, 12 LEDs, 4200K</td>
</tr>
<tr>
<td>EL700F3/12L5KUV⁴</td>
<td>14W, 12 LEDs, 5100K</td>
</tr>
</tbody>
</table>

⁴S = Spot,  F = Narrow Flood,  3 = 350mA,  UV = Universal Voltage from 120 to 277V with a ±10% tolerance.

### Finish

- TGIC powder coat.

### Color

- Black (BL)
- Dark Bronze (DB)
- Verde Green (GR)

### Surface Mount

- Cast aluminum with ½" NPSM fixture mount. Internal set screw provided for locking position. 5 cu in. internal volume.
- Super TGIC powder coat paint over clear anodizing and titanated zirconium conversion coating.
- **NOTE:** May also be used to hard mount low voltage fixtures.

© 2013 KIM LIGHTING INC. • P.O. BOX 60080, CITY OF INDUSTRY, CA 91716-0080 • TEL: 626/968-5886 • FAX: 626/969-2895
### Fixture Options
Ordered Separately from Fixture

<table>
<thead>
<tr>
<th>Aluminum Adjustable Glare Shield</th>
<th>Spun aluminum shield with 45° cut and drain hole. Includes die-cast low copper alloy (&lt; 0.6%) aluminum lens ring. The shield is rotatable 360°. Replaces standard lens ring/hood on fixture.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finish</td>
<td>EL700/7L</td>
</tr>
<tr>
<td>Black</td>
<td>AGS72BL</td>
</tr>
<tr>
<td>Dark Bronze</td>
<td>AGS72DB</td>
</tr>
<tr>
<td>Verde Green</td>
<td>AGS72GR</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Aluminum Full Glare Shield</th>
<th>Spun aluminum shield with drain hole. Includes die-cast low copper aluminum lens ring. Replaces standard lens ring/hood on fixture.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finish</td>
<td>EL700/7L</td>
</tr>
<tr>
<td>Black</td>
<td>FGS72BL</td>
</tr>
<tr>
<td>Dark Bronze</td>
<td>FGS72DB</td>
</tr>
<tr>
<td>Verde Green</td>
<td>FGS72GR</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Debris Screen</th>
<th>Stainless steel wire screen welded to flange, and held in place with spring clips. Screen inserts inside full glare shield only. All debris screens are black iridite colored.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finish</td>
<td>EL700/7L</td>
</tr>
<tr>
<td>Black</td>
<td>DS72</td>
</tr>
</tbody>
</table>

| Mounting | Refer to 120 Volt Mounting Options Spec Sheet http://www.kimlighting.com/content/products/specs/specs_files/kl_120vmounting_spec.pdf for individual mounting options. |

© 2013 KIM LIGHTING INC. • P.O. BOX 60060, CITY OF INDUSTRY, CA 91716-0060 • TEL: 626/968-5666 • FAX: 626/369-2695
### Lumen Data

#### Spectroradiometric

<table>
<thead>
<tr>
<th></th>
<th>3000K</th>
<th>4200K</th>
<th>5100K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Correlated Color Temp. CCT (K)</td>
<td>2800 to 3175K</td>
<td>3800 to 4600K</td>
<td>4600 to 5600K</td>
</tr>
<tr>
<td>Color Rendering Index (CRI)</td>
<td>≤80</td>
<td>≤80</td>
<td>≤70</td>
</tr>
<tr>
<td>Power Factor</td>
<td>&gt; .90 @ 120V</td>
<td>&gt; .90 @ 120V</td>
<td>&gt; .90 @ 120V</td>
</tr>
</tbody>
</table>

#### Electrical Drive Current

<table>
<thead>
<tr>
<th>Current</th>
<th>EL700-7L</th>
<th></th>
<th>EL700-12L</th>
<th></th>
<th>EL700-12L</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Volts -AC</td>
<td>Amps - AC</td>
<td>System Watts</td>
<td>Volts -AC</td>
<td>Amps - AC</td>
<td>System Watts</td>
</tr>
<tr>
<td>350mA</td>
<td>120</td>
<td>0.08</td>
<td>9</td>
<td>120</td>
<td>0.09</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>208</td>
<td>0.05</td>
<td>9</td>
<td>208</td>
<td>0.06</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>240</td>
<td>0.04</td>
<td>9</td>
<td>240</td>
<td>0.05</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>277</td>
<td>0.04</td>
<td>9</td>
<td>277</td>
<td>0.04</td>
<td>11</td>
</tr>
</tbody>
</table>

#### Absolute Lumens

<table>
<thead>
<tr>
<th>Current</th>
<th>EL700-7L</th>
<th></th>
<th>EL700-9L</th>
<th></th>
<th>EL700-12L</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Temp.</td>
<td>Spot</td>
<td>Narrow Flood</td>
<td>Temp.</td>
<td>Spot</td>
<td>Narrow Flood</td>
</tr>
<tr>
<td>350mA</td>
<td>3000K</td>
<td>806</td>
<td>502</td>
<td>3000K</td>
<td>1031</td>
<td>714</td>
</tr>
<tr>
<td></td>
<td>4200K</td>
<td>1047</td>
<td>661</td>
<td>4200K</td>
<td>1339</td>
<td>939</td>
</tr>
<tr>
<td></td>
<td>5100K</td>
<td>1173</td>
<td>741</td>
<td>5100K</td>
<td>1500</td>
<td>1024</td>
</tr>
</tbody>
</table>

#### Main Beam Candela and Beam Angle

<table>
<thead>
<tr>
<th>Current</th>
<th>EL700-7L</th>
<th></th>
<th>EL700-9L</th>
<th></th>
<th>EL700-12L</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Temp.</td>
<td>Spot</td>
<td>Beam*</td>
<td>Narrow Flood</td>
<td>Beam*</td>
<td>Temp.</td>
</tr>
<tr>
<td>350mA</td>
<td>3000K</td>
<td>3333</td>
<td>15*</td>
<td>1170</td>
<td>35*</td>
<td>3000K</td>
</tr>
<tr>
<td></td>
<td>4200K</td>
<td>7214</td>
<td>15*</td>
<td>1544</td>
<td>35*</td>
<td>4200K</td>
</tr>
<tr>
<td></td>
<td>5100K</td>
<td>8082</td>
<td>15*</td>
<td>1730</td>
<td>35*</td>
<td>5100K</td>
</tr>
</tbody>
</table>

*LED performance and lumen output continues to improve at a rapid pace. Log onto www.kimlighting.com to download the most current photometric files from Kim Lighting's IES File Library. For custom optics and color temperature configurations, contact factory.*

#### Projected Lumen Maintenance

<table>
<thead>
<tr>
<th>Tm21-11*</th>
<th>100,000 hrs</th>
<th>Calculated (L70)</th>
</tr>
</thead>
<tbody>
<tr>
<td>97</td>
<td>.96</td>
<td>1,003,000 hrs</td>
</tr>
</tbody>
</table>

* 60,000 hrs, 350mA, Ts 46-51° C / 25°C ambient.
Description
Performance and directional control make this luminaire highly versatile and able to accommodate needs in the strictest environments. Multiple size and shade configurations make this luminaire suitable for a wide variety of decorative applications, especially where a Dark Sky friendly instrument is desirable.

The decorative housing is vented at top and bottom to allow natural air convection cooling of IP66 sealed optical modules, while protecting heat-sink fins from debris collection. The driver is accessible through the bottom. Greater than 88% optical efficiency, highly uniform with reduced hot-spot and greater fixture center spacing. This luminaire uses less than 60% of the energy yet achieves greater fixture spacing, improved uniformity vs. Metal Halide.

Optical Chamber:
Individual IP66 sealed optical modules

Installation
The luminaire will mount to the bracket. Post top luminaire brackets will mount to a 3" OD post or tenon with (6) 5/16" stainless steel set screws. Wall bracket models have four 3/8" holes for mounting (wall mount hardware is not included).

Driver:
Convection cooled driver with electronic constant current operation with over voltage and short circuit protection. Automatic voltage sensing for 120 to 277v input. Dimmable with ELV available at 120v only.

Optics:
- High Performance individual optical refractive lens for each LED module
- Cool, neutral, or warm color temperatures
- IESNA Full Cutoff
- Available in Type 2, 3, 4, or 5 light patterns

Construction:
- Cast aluminum housing
- Spun aluminum shade

Finish
Premium quality thermoset polyester powdercoat for a durable finish in the following:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLK - Satin Black</td>
<td>ATC - Antique Copper</td>
</tr>
<tr>
<td>CLB - Classic Bronze</td>
<td>GTG - Granite Green</td>
</tr>
<tr>
<td>GRN - Green</td>
<td>WHT - White</td>
</tr>
<tr>
<td>Tbk - Textured Black</td>
<td></td>
</tr>
</tbody>
</table>

Available Shade Styles

<table>
<thead>
<tr>
<th>Model</th>
<th>Light Distribution Type</th>
<th>Order Code</th>
<th>CCT</th>
<th>CRI</th>
<th>Approx Lumens Delivered</th>
<th>Nominal Input Power</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPS-1</td>
<td>T2</td>
<td>3VL</td>
<td>3000K</td>
<td>80</td>
<td>4,000</td>
<td>58W</td>
<td>ATC, BLK, CLB, GRN, GTG, SDS, Tbk, Wht, Custom</td>
</tr>
<tr>
<td>DPS-2</td>
<td>T3</td>
<td>4VL</td>
<td>4000K</td>
<td>80</td>
<td>4,200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DPS-3</td>
<td>T4</td>
<td>5VL</td>
<td>5000K</td>
<td>65</td>
<td>4,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DPS-4</td>
<td>T5</td>
<td>6VL</td>
<td>6000K</td>
<td>65</td>
<td>4,600</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Electrostatic sensitive device. Observe precautions for handling.

10 year limited warranty

Amerlux reserves the right to change details that do not affect overall function and performance.
Typical Photometry

Type II

Type III

Type IV

Type V

Mounting Options

Slip fits a 3"OD tenon

Slip fits a 4"OD tenon
ParadigmLED WWX Series

Performance linear exterior LED wall grazing fixture with solid white light

With a light output of up to 580 lumens and power consumption of only 9 W per foot, ParadigmLED WWX Series is perfect for applications calling for a balance of cost and performance. Fixtures process power directly from line voltage, eliminating the need for external power supplies. Fixtures are available in standard color temperatures of 2700 K, 4000 K, and 5500 K, as well as custom color temperatures ranging from 3000 K to 6500 K. Multiple fixture lengths and beam angles support a large range of façade or surface illumination applications.

- Tailor light output to specific applications — Available in four standard lengths, with standard 10°, 15°, 25°, 45°, 60° beam angles.

- High-performance illumination and beam quality. Fixtures deliver up to 760 lumens of high-quality white light per foot. Superior beam quality offers striation-free saturation for several feet from fixture placement with no visible light scalloping between fixtures.

- Line-voltage power controls power output to fixtures directly from line voltage over a single standard cable, dramatically simplifying installation and lowering total system cost.

- Versatile installation options — Convenient push-and-click connectors let you easily and rapidly install Leader Cables and Jumper Cables. Multiple cable lengths support a variety of layouts. Constant torque locking hinges offer simple and consistent position control from various angles. The low-profile aluminum housing accommodates placement within most architectural niches.

- Universal power input range — Fixtures accept a universal power input range of 100 – 277 VAC for consistent installation anywhere in the world.

- “Cool lighting” functionality — ParadigmLED WWX fixtures do not heat illuminated surfaces, discharge infrared radiation, or emit ultraviolet light.

- Dimming capability — Dimming available via 0-10V dimming.
### Specifications

Due to continuous improvements and innovations, specifications may change without notice.

<table>
<thead>
<tr>
<th>Item</th>
<th>Specification</th>
<th>17 3/8&quot;</th>
<th>22 7/8&quot;</th>
<th>33&quot;</th>
<th>44&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output</td>
<td>Beam Angle</td>
<td>16°, 15°, 25°, 45°, 60°</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lumen Maintenance</td>
<td>100,000 hours, 70% @ 25°C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td>Input Voltage</td>
<td>277 VAC, auto-ranging, 50 / 60 Hz</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Power Consumption</td>
<td>12 W, 18 W, 24 W, 36 W</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control</td>
<td>Dimming</td>
<td>Compatible with selected commercially available 0-10V dimmers.*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dimensions</td>
<td>2.7 x 17 x 3.0 in, 2.7 x 23 x 3.0 in, 2.7 x 33 x 3.0 in, 2.7 x 47 x 3.0 in</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical</td>
<td>Housing</td>
<td>Extruded anodized aluminum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lens</td>
<td>Clear polycarbonate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fixture Connectors</td>
<td>Integral male / female waterproof connectors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mounting</td>
<td>Vertical or Horizontal Mounting</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Temperature</td>
<td>-40° ~ 122°F (-40° ~ 50°C) Operating</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fixture Run Lengths</td>
<td>Link up to 18 fixtures max.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certification and Safety</td>
<td>Certification</td>
<td>UL / cUL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Environment</td>
<td>Dry / Damp / Wet Location, IP66</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* L70 = 70% lumen maintenance (when light output drops below 70% of initial output).

---

**Example: PL-WWX-4-WW(4000K)-120-10**

<table>
<thead>
<tr>
<th>Catalog Number</th>
<th>Length</th>
<th>Color</th>
<th>Voltage</th>
<th>Beam</th>
</tr>
</thead>
<tbody>
<tr>
<td>PL-WWX</td>
<td>15 - 17 3/8&quot;</td>
<td>WW (2700K)</td>
<td>120</td>
<td>10°</td>
</tr>
<tr>
<td></td>
<td>2 - 22 7/8&quot;</td>
<td>WW (3000K)</td>
<td>277</td>
<td>15°</td>
</tr>
<tr>
<td></td>
<td>3 - 33&quot;</td>
<td>WW (4000K)</td>
<td></td>
<td>25°</td>
</tr>
<tr>
<td><strong>4 - 44&quot;</strong></td>
<td>WW (5000K)</td>
<td>BW (6000K)</td>
<td></td>
<td>45°</td>
</tr>
<tr>
<td></td>
<td>BW (5000K)</td>
<td>BW (6000K)</td>
<td></td>
<td>60°</td>
</tr>
</tbody>
</table>
MONARCH CASINO
EXTERIOR FACADE REMODEL
CERTIFICATE of APPROPRIATENESS
LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

THE EXISTING MONARCH CASINO (FORMERLY THE RIVIERA CASINO) IN BLACK HAWK, COLORADO CONSISTS OF A FOUR-STOREY BUILDING, INCLUDING A BASEMENT, THAT CONTAINS A CASINO, RESTAURANTS, FACILITIES, PARKING AND ASSOCIATED SUPPORT AND CIRCULATION SPACES. THE EXISTING FACILITY ALSO INCLUDES A SIX-STOREY PARKING GARAGE. THE EXISTING PARKING GARAGE WILL ULTIMATELY BE DEMOLISHED UNDER A SEPARATE CERTIFICATE OF APPROPRIATENESS AS PART OF THE PROPOSED EXPANSION.


THE EXISTING WINDOWS WILL ALSO BE REMOVED AND MOST OF THEM WILL BE REPLACED WITH NEW ALUMINUM WINDOWS WITH FRAMES IN A "CLASSIC COPPER" FINISH. SOME WINDOWS WILL BE ELIMINATED ENTIRELY WITH THE OPENINGS BEING CLOSED OFF. THIS WILL BE DONE SELECTIVELY AS APPROPRIATE TO THE OVERALL ARCHITECTURAL APPEARANCE AND AESTHETICS OF THE FACADE.

LASTLY, THE EXISTING STANDING SEAM METAL ROOFING WITH REMAIN AS IS, BUT WILL BE REFINISHED WITH A HIGH PERFORMANCE COATING TO MATCH THE "CLASSIC COPPER" FINISH TO MATCH THE WINDOW FRAMES. THIS IS THE SAME FINISH CURRENTLY BEING PROVIDED FOR THE WINDOWS AND METAL ROOFING AS PART OF THE NEW PARKING GARAGE.

---

PROJECT NARRATIVE

THE EXISTING MONARCH CASINO (FORMERLY THE RIVIERA CASINO) IN BLACK HAWK, COLORADO CONSISTS OF A FOUR-STOREY BUILDING, INCLUDING A BASEMENT, THAT CONTAINS A CASINO, RESTAURANTS, FACILITIES, PARKING AND ASSOCIATED SUPPORT AND CIRCULATION SPACES. THE EXISTING FACILITY ALSO INCLUDES A SIX-STOREY PARKING GARAGE. THE EXISTING PARKING GARAGE WILL ULTIMATELY BE DEMOLISHED UNDER A SEPARATE CERTIFICATE OF APPROPRIATENESS AS PART OF THE PROPOSED EXPANSION.


THE EXISTING WINDOWS WILL ALSO BE REMOVED AND MOST OF THEM WILL BE REPLACED WITH NEW ALUMINUM WINDOWS WITH FRAMES IN A "CLASSIC COPPER" FINISH. SOME WINDOWS WILL BE ELIMINATED ENTIRELY WITH THE OPENINGS BEING CLOSED OFF. THIS WILL BE DONE SELECTIVELY AS APPROPRIATE TO THE OVERALL ARCHITECTURAL APPEARANCE AND AESTHETICS OF THE FACADE.

LASTLY, THE EXISTING STANDING SEAM METAL ROOFING WITH REMAIN AS IS, BUT WILL BE REFINISHED WITH A HIGH PERFORMANCE COATING TO MATCH THE "CLASSIC COPPER" FINISH TO MATCH THE WINDOW FRAMES. THIS IS THE SAME FINISH CURRENTLY BEING PROVIDED FOR THE WINDOWS AND METAL ROOFING AS PART OF THE NEW PARKING GARAGE.

---

PROJECT DIRECTORY

OWNER
MONARCH CASINO & RESORT
850 Las Vegas Blvd
Reno, NV 89502
(775) 335-4600

ARCHITECT
MBA ARCHITECTURE & INTERIOR DESIGN
6151 Lakeshore Dr, Ste 1100
Reno, NV 89511
(775) 336-2883 / Fax (775) 336-3382

CIVIL ENGINEER
MARTIN / MARTIN CONSULT. ENGINEERS
12499 West Colfax Avenue
Lakewood, CO 80215
(303) 431-6100 / (303) 431-4028

SURVEY
MARTIN / MARTIN CONSULT. ENGINEERS
12499 West Colfax Avenue
Lakewood, CO 80215
(303) 431-6100 / (303) 431-4028

---

SHEET INDEX
MONARCH CASINO
EXTERIOR FACADE REMODEL
CERTIFICATE of APPROPRIATENESS

LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY
OF GILPIN, STATE OF COLORADO

PARTIAL GROUND - CASINO LEVEL FLOOR PLAN A

OWNER'S AND USE OF DOCUMENTS: All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, ... by the Copyright law "Work of the Visual Arts". Register of Copyrights, Library of Congress. Washington, DC 20559.
MONARCH CASINO
EXTERIOR FACADE REMODEL
CERTIFICATE of APPROPRIATENESS
LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO
MONARCH CASINO
EXTERIOR FACADE REMODEL
CERTIFICATE of APPROPRIATENESS

LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY
OF GILPIN, STATE OF COLORADO
MONARCH CASINO
EXTERIOR FACADE REMODEL
CERTIFICATE of APPROPRIATENESS

LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY
OF GILPIN, STATE OF COLORADO
MONARCH CASINO
EXTERIOR FACADE REMODEL
CERTIFICATE of APPROPRIATENESS

LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY
OF GILPIN, STATE OF COLORADO

CERTIFICATE OF APPROPRIATENESS
4/8/2016

CERTIFICATE OF APPROPRIATENESS
5/26/2016

PARTIAL SOUTH ELEVATION A

PRACTICAL WORK EMPLOYMENT OR USE OF DOCUMENTS: All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, shall be copyrighted under the Copyright Law of the United States of America. The rights conferred by the copyright laws of the United States are subject to the conditions prescribed in the Code of Copyright, Title 17 of the United States Code, as amended. Register of Copyrights, Library of Congress. Washington, DC 20559.
MONARCH CASINO
EXTERIOR FACADE REMODEL
CERTIFICATE of APPROPRIATENESS
LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO
MONARCH CASINO
EXTERIOR FACADE REMODEL
CERTIFICATE of APPROPRIATENESS
LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

<table>
<thead>
<tr>
<th>SHEET NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CERTIFICATE OF APPROPRIATENESS 4/8/2016</td>
</tr>
<tr>
<td>2. CERTIFICATE OF APPROPRIATENESS 5/26/2016</td>
</tr>
<tr>
<td>3. EXTERIOR FACADE REMODEL</td>
</tr>
<tr>
<td>4. BLACK HAWK, COLORADO CASINO</td>
</tr>
<tr>
<td>5. MONARCH CASINO EXTERIOR FACADE REMODEL</td>
</tr>
<tr>
<td>6. EXTERIOR FACADE REMODEL CERTIFICATE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>XEXTF-WEST ELEV</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DRAWING NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLACK HAWK, COLORADO CASINO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/8/16</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBA1161</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(E) EXT. FACADE C OF A</th>
</tr>
</thead>
<tbody>
<tr>
<td>A5.2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1001</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET</th>
</tr>
</thead>
<tbody>
<tr>
<td>A5.2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REV.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A5.2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2592 x 1728</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COPYRIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OWNERSHIP AND USE OF DOCUMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LEGEND</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E) EXT. FACADE C OF A</td>
</tr>
<tr>
<td>A5.2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DRAWING DISCLAIMER</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET QUESTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CERTIFICATE OF APPROPRIATENESS 4/8/2016</td>
</tr>
<tr>
<td>2. CERTIFICATE OF APPROPRIATENESS 5/26/2016</td>
</tr>
<tr>
<td>3. EXTERIOR FACADE REMODEL</td>
</tr>
<tr>
<td>4. BLACK HAWK, COLORADO CASINO</td>
</tr>
<tr>
<td>5. MONARCH CASINO EXTERIOR FACADE REMODEL</td>
</tr>
<tr>
<td>6. EXTERIOR FACADE REMODEL CERTIFICATE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET SCALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2592 x 1728</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COPYRIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OWNERSHIP AND USE OF DOCUMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LEGEND</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E) EXT. FACADE C OF A</td>
</tr>
<tr>
<td>A5.2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DRAWING DISCLAIMER</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET QUESTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CERTIFICATE OF APPROPRIATENESS 4/8/2016</td>
</tr>
<tr>
<td>2. CERTIFICATE OF APPROPRIATENESS 5/26/2016</td>
</tr>
<tr>
<td>3. EXTERIOR FACADE REMODEL</td>
</tr>
<tr>
<td>4. BLACK HAWK, COLORADO CASINO</td>
</tr>
<tr>
<td>5. MONARCH CASINO EXTERIOR FACADE REMODEL</td>
</tr>
<tr>
<td>6. EXTERIOR FACADE REMODEL CERTIFICATE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET SCALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2592 x 1728</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COPYRIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OWNERSHIP AND USE OF DOCUMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LEGEND</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E) EXT. FACADE C OF A</td>
</tr>
<tr>
<td>A5.2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DRAWING DISCLAIMER</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET QUESTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CERTIFICATE OF APPROPRIATENESS 4/8/2016</td>
</tr>
<tr>
<td>2. CERTIFICATE OF APPROPRIATENESS 5/26/2016</td>
</tr>
<tr>
<td>3. EXTERIOR FACADE REMODEL</td>
</tr>
<tr>
<td>4. BLACK HAWK, COLORADO CASINO</td>
</tr>
<tr>
<td>5. MONARCH CASINO EXTERIOR FACADE REMODEL</td>
</tr>
<tr>
<td>6. EXTERIOR FACADE REMODEL CERTIFICATE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET SCALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2592 x 1728</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COPYRIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OWNERSHIP AND USE OF DOCUMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LEGEND</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E) EXT. FACADE C OF A</td>
</tr>
<tr>
<td>A5.2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DRAWING DISCLAIMER</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET QUESTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CERTIFICATE OF APPROPRIATENESS 4/8/2016</td>
</tr>
<tr>
<td>2. CERTIFICATE OF APPROPRIATENESS 5/26/2016</td>
</tr>
<tr>
<td>3. EXTERIOR FACADE REMODEL</td>
</tr>
<tr>
<td>4. BLACK HAWK, COLORADO CASINO</td>
</tr>
<tr>
<td>5. MONARCH CASINO EXTERIOR FACADE REMODEL</td>
</tr>
<tr>
<td>6. EXTERIOR FACADE REMODEL CERTIFICATE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET SCALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2592 x 1728</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COPYRIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OWNERSHIP AND USE OF DOCUMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LEGEND</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E) EXT. FACADE C OF A</td>
</tr>
<tr>
<td>A5.2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DRAWING DISCLAIMER</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET QUESTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. CERTIFICATE OF APPROPRIATENESS 4/8/2016</td>
</tr>
<tr>
<td>2. CERTIFICATE OF APPROPRIATENESS 5/26/2016</td>
</tr>
<tr>
<td>3. EXTERIOR FACADE REMODEL</td>
</tr>
<tr>
<td>4. BLACK HAWK, COLORADO CASINO</td>
</tr>
<tr>
<td>5. MONARCH CASINO EXTERIOR FACADE REMODEL</td>
</tr>
<tr>
<td>6. EXTERIOR FACADE REMODEL CERTIFICATE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET SCALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2592 x 1728</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COPYRIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OWNERSHIP AND USE OF DOCUMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LEGEND</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E) EXT. FACADE C OF A</td>
</tr>
<tr>
<td>A5.2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DRAWING DISCLAIMER</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Drawings, Specifications, Documents, and the ideas and designs incorporated herein, are protected by the Copyright law &quot;Work of the Visual Arts&quot;. Register of Copyrights, Library of Congress. Washington, DC 20559.</td>
</tr>
</tbody>
</table>
RESOLUTION 52-2016
A RESOLUTION APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF BLACK HAWK AND WOOD SPECIES IDENTIFICATION AND CONSULTATION SERVICES IN AN AMOUNT NOT TO EXCEED $7,100.00
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 52-2016

TITLE: A RESOLUTION APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF BLACK HAWK AND WOOD SPECIES IDENTIFICATION AND CONSULTATION SERVICES IN AN AMOUNT NOT TO EXCEED $7,100.00

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 Professional Services between the City of Black Hawk and Wood Species Identification and Consultation Services in an amount not to exceed $7,100.00, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 13th day of July, 2016.

________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: A Resolution approving the Agreement for Professional Services between the City of Black Hawk and Wood Species Identification and Consultation Services in an amount not to exceed $7,100.00.

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

MOTION TO APPROVE RESOLUTION NUMBER 52-2016 APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF BLACK HAWK AND WOOD SPECIES IDENTIFICATION AND CONSULTATION SERVICES (WSICS) IN AN AMOUNT NOT TO EXCEED $7,100.00.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
This Professional Services Agreement will allow WSICS the opportunity to furnish the City with comprehensive wood and window investigation services and provide insight to the age and general condition of these elements on properties participating in the Preservation and Rehabilitation Grant program.

AGENDA DATE: July 13, 2016
WORKSHOP DATE: N/A
FUNDING SOURCE: 203-0000-5025800

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No
STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D
DOCUMENTS ATTACHED: Resolution No. 52-2016

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

SUBMITTED BY: REVIEWED BY:
Cynthia L. Linker, CP&D Administrator Jack D. Lewis, City Manager

7/06/16
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ___ day of ____, 2016, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and WOOD SPECIES IDENTIFICATION AND CONSULTATION SERVICES (hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous on-call consulting services for assessments to determine the condition and age of wood windows/casings, exterior wood siding/trim of various historic buildings within the City (the "Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, comprehensive wood and window investigation services.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.
IV. COMPENSATION

A. Compensation shall not exceed $7,100, without prior approval, for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor’s verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor’s certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.
V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2016.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City’s review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.
2. Prohibited Acts. Contractor shall not:
   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
   b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.
   a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
   b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
   c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:
      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and
      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

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

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.
VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake, negligence, or other act of negligence of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arises out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. It is specifically understood and agreed that in no event shall Contractor be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damages. The obligations of this section are subject to any limitations, other indemnifications, or other provisions of this Agreement.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.
3. **Professional liability insurance** with minimum limits of six hundred thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate:

4. The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1, above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

   City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422-0068  
Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §§24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.
X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia Linker – CP&D Administrator
The Contractor:

Kim Dugan  
*Wood Species Identification and Consultation Services*  
704 S. Longmont Avenue  
Lafayette, CO 80026

**XVI. ENTIRE AGREEMENT**

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.
IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: ________________________________
    David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney
Wood Species Identification and Consultation Services

By: Kim Dugan

Its: Wood Specialist

STATE OF COLORADO

COUNTY OF Broomfield

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 5th day of July, 2016, by Kim Dugan as the Wood Specialist of Wood Species Identification and Consultation Services.

My commission expires: 06-04-2017

(SEAL)

STEVE GEEHO KIM
Notary Public
State of Colorado
Notary ID 20114050711
My Commission Expires Jun 4, 2017

06/24/16
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Wood Species Identification and Consultation Services

TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068

Project Name Perform Comprehensive Wood and Window Investigations

Bid Number N/A Project No. N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 5th day of July, 2016

Prospective Contractor: Wood Species Identification and Consultation Services

By: Kim Dugán, Wood Specialist
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, Kimberly Dugan, am a sole proprietor doing business as
[Last Name, First Initial] [Middle Name] [Suffix]; I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, ________________________________________, am an owner/member/shareholder of ________________________________________, a __________________________ [specify type of entity-i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, Kimberly Dugan ________, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:
  o A valid Colorado Driver’s license or a Colorado identification card
  o A United States military card or a military dependent’s identification card
  o A United States Coast Guard Merchant Mariner card
  o A Native American tribal document or
  o In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
  o Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

[Signature]

[Date] 06/24/16
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the
Department of Labor Lawful Presence Verification Program)

I, Kim Dugan, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Kim Dugan, Wood Specialist
Wood Species Identification and Consultation Services

Date

STATE OF COLORADO )
COUNTY OF Boulder ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 5 day of JUL, 2016, by Kim Dugan as Wood specialist of Wood Identification Consultation Services

My commission expires: 06-04-2017

(S E A L)

Notary Public

STEVE GEEHO KIM
Notary Public
State of Colorado
Notary ID 20114050711
My Commission Expires Jun 4, 2017
**Documents that Serve to Prove Citizenship/Lawful Presence and Identification:**

- Colorado Driver’s License or Identification Card
- Out of State driver’s license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

**OR**

**Documents that Only Serve to Prove Citizenship/Lawful Presence:**

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

**AND**

**Documents that Serve to Prove Identification:**

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
EXHIBIT A

SCOPE OF WORK

Provide comprehensive investigation services to determine the general condition and age of wood siding, wood trim, windows and window casings, doors and door casings, of historic buildings to establish if the materials are original or from the National Historic Landmark district's period of significance of 1859-1918 or were constructed more than fifty (50) years prior to the date of the application (2016) and are designated as a national landmark or within a national historic landmark district.

Determine species of the wood siding, doors and windows. Determine whether insects or decay fungi are active and if deterioration of the wood has occurred.

The level of investigation will provide insight about the age and general condition of the exterior architectural wood, the windows and window casings and the doors and door casings.

The scope of services will include the following tasks:
1. Conduct site visits to photograph and document existing conditions and provide a comprehensive assessment report.
2. Removal of a minimum of eight (8) wood species samples to identify the wood species or wood species groups for the siding, exterior trim elements including doors and windows.
3. Conduct a comprehensive visual investigation of the visible wood conditions of the main structure and outbuildings to include collecting moisture content measurements of a representative sample of siding elements to determine whether conditions exist that are favourable to the growth of wood decay fungi and to identify areas of moisture intrusion.
4. Examining the fasteners and the siding for indicators of age.
5. Determine the following for each window: Operability, presence and age of hardware, approximate age of window assembly, and if the original glazing has been replaced.
6. Establish an approximate age for outbuildings and additions that are in question, per the specific request of the City of Black Hawk. The City of Black Hawk to identify via site plan and photographs.
7. The assessment report should include a statement that the house under investigation qualifies for the Preservation Program, according to the following guidelines:
   a. Constructed during the period of significance of 1859-1918; and/or
   b. Constructed more than fifty (50) years prior to the date of the application (2016) and are designated as a national landmark or within a national historic landmark district.

NOTE: Properties may have both historic and non-historic components; however, the intent of the Program is only for the historic portion of the structure.
**Architectural or Historical Features (Windows/Doors/Siding):**
1. are original,
2. reflect the original design intent for the building,
3. reflect period or regional styles or building practices,
4. reflect changes to the building resulting from major periods or events, or
5. are examples of exceptional craftsmanship or design.

**Physical Evaluation (Doors/Windows):**
1. window
2. condition of the paint
3. condition of the frame and sill
4. condition of the sash (rails, stiles and muntins)
5. glazing problems
6. hardware, and
7. the overall condition of the window (excellent, fair, poor, and so forth)
8. the pattern of the openings and their size;
9. proportions of the frame and sash;
10. configuration of window panes;
11. muntin profiles;
12. type of wood;
13. paint color;
14. characteristics of the glass; and
15. associated details such as arched tops, hoods, or other decorative elements

**Main structure, outbuildings, alterations/additions:**
1. Does the building represent a variety of periods of construction, additions, and modifications, not all of which may be significant?
2. Does the building have physical problems that require repair?
3. What construction materials and systems are known to exhibit distress or deterioration?
4. Does the building have code or functional problems that interfere with its use?
5. Is the building in use?
6. Is a new or more intensive use planned?
### EXHIBIT A-1
### SCHEDULE OF CHARGES

<table>
<thead>
<tr>
<th>Activity</th>
<th>Cost per Hour</th>
<th>Estimated Hours per Project</th>
<th>Estimated Cost per Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Time</td>
<td>$75</td>
<td>2</td>
<td>$150</td>
</tr>
<tr>
<td>Site Investigation</td>
<td>$100</td>
<td>8</td>
<td>$800</td>
</tr>
<tr>
<td>Research</td>
<td>$100</td>
<td>8</td>
<td>$800</td>
</tr>
<tr>
<td>Data Analysis</td>
<td>$100</td>
<td>4</td>
<td>$400</td>
</tr>
<tr>
<td>Wood Species Identification</td>
<td>N/A</td>
<td>Flat Fee</td>
<td>$400</td>
</tr>
<tr>
<td>Report Writing</td>
<td>$100</td>
<td>10</td>
<td>$1000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>32</strong></td>
<td><strong>$3550</strong></td>
</tr>
</tbody>
</table>
CERTIFICATES OF INSURANCE
**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 SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

USAA INSURANCE AGENCY INC/PHS
813006 P: (888) 242-1430 F: (888) 443-6112
PO BOX 33015
SAN ANTONIO TX 78265

**INSURED**

KIMBERLY DUGAN DBAWOOD IDENTIFICATION
AND CONSULTATION SERVICES
704 S LONGMONT AVE
LAFAYETTE CO 80026

**COVERAGES**

<table>
<thead>
<tr>
<th>INSR. LIMIT</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L INSURER(S) AFFORDING COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A X General Liab</td>
<td>65 SBM TS7434</td>
<td>02/19/2016 – 02/19/2017</td>
</tr>
<tr>
<td>A X Owned Autos Only</td>
<td>65 SBM TS7434</td>
<td>02/19/2016 – 02/19/2017</td>
</tr>
<tr>
<td>A X Umbrella Liab</td>
<td>OCCUR</td>
<td></td>
</tr>
<tr>
<td>A X Excess Liab</td>
<td>CLAIMS-MADE</td>
<td></td>
</tr>
<tr>
<td>A X Workers' Compensation and Employers' Liability</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIPTON OF OPERATIONS**

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

**CERTIFICATE HOLDER**

City of Black Hawk
PO BOX 68
BLACK HAWK, CO 80422

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

[Signature]

©1988-2015 ACORD CORPORATION. All rights reserved.
Make Check Payable to: **Kim Dugan**

WSICS

704 S. Longmont Ave.

Lafayette, CO 80026

Period Covered by this request: From __________ To __________

<table>
<thead>
<tr>
<th></th>
<th>2016 Budget (not-to-exceed)</th>
<th>Previously Invoiced in 2016</th>
<th>Current Invoice Amount</th>
<th>Cumulative Billings Total</th>
<th>New Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>7,100.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>7,100.00</td>
</tr>
</tbody>
</table>

Prepared by: __________________________  Phone: __________________________

(PRINT)

email: __________________________

Signature: __________________________  Date: __________________________

(SIGN)

City Approval: Cynthia L. Linker
Community Planning & Development Administrator
211 Church Street/PO Box 68
Black Hawk, CO 80422
303-582-0615 clinker@cityofblackhawk.org

Signature: __________________________  Date: __________________________
RESOLUTION 53-2016
A RESOLUTION APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF BLACK HAWK AND MOUNTAIN STATES HISTORICAL IN AN AMOUNT NOT TO EXCEED $12,500.00
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 53-2016

TITLE: A RESOLUTION APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF BLACK HAWK AND MOUNTAIN STATES HISTORICAL IN AN AMOUNT NOT TO EXCEED $12,500.00.

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 Professional Services between the City of Black Hawk and Mountain States Historical in an amount not to exceed $12,500.00, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 13 day of July, 2016.

________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: A Resolution approving the Agreement for Professional Services between the City of Black Hawk and Mountain States Historical in an amount not to exceed $12,500.00.

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

MOTION TO APPROVE RESOLUTION NUMBER 53-2016 APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF BLACK HAWK AND MOUNTAIN STATES HISTORICAL IN AN AMOUNT NOT TO EXCEED $12,500.00.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
This Professional Services Agreement will allow Mountain States Historical to complete the Section 106 Inventory of land tracts proposed for disposal from BLM to Black Hawk.

AGENDA DATE: July 13, 2016
WORKSHOP DATE: N/A
FUNDING SOURCE: 203-0000-5025800

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No
James Ford, Water
Cynthia Linker, CP&D

STAFF PERSON RESPONSIBLE:

DOCUMENTS ATTACHED:
Resolution No. 53-2016
Professional Services Agreement

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

CITY ATTORNEY REVIEW:

SUBMITTED BY:
Cynthia L. Linker, CP&D Administrator

REVIEWED BY:
Jack D. Lewis, City Manager

7/06/16
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ___ day of ________________, 2016, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and MOUNTAIN STATES HISTORICAL hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous consulting services for Inventory of Historic Resources in the Chase Gulch area (the Project).

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, Professional Cultural Resource Survey Consulting Services for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in Exhibit A attached hereto and incorporated herein by this reference. Services may include, but are not limited to Exhibit A: "Section 106 inventory of Land Tracts Proposed for Disposal from BLM to Black Hawk". Requests for professional services made by the City may be either in writing or verbal. The Contractor shall confirm all requests for services in writing. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of
Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. Compensation shall not exceed, without prior written approval by the City, Twelve Thousand Five Hundred Dollars, ($12,500), for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor’s verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incured to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor’s certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.
V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2016.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City’s review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:
a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

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

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.
VIII. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker’s compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or subContractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney’s fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of the Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by the Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of the Agreement insurance in sufficient amounts, durations, or types.
B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds. The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor’s insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:
City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk and
Jim Ford, Sr. Civil Engineer Water Resources

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.
XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Jim Ford, Sr. Civil Engineer Water Resources
303-582-1324

The Contractor:

Eric Twitty
Mountain States Historical
1011 Glenwood Drive
Lafayette, CO 80026
303.499-4334
www.mountainstateshistorical.com
XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By: ________________________________

David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

______________________________
Corey Y. Hoffmann, City Attorney
Eric Twitty
Mountain States Historical
1011 Glenwood Drive
Lafayette, CO 80026

By:

Its: Principal

STATE OF COLORADO )
COUNTY OF GILPIN )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 5th day of July, 2016, by Eric Twitty as Principal of Mountain States Historical.

My commission expires: 3/25/2019

(SEAL)

MICHELE MARTIN
NOTARY PUBLIC - STATE OF COLORADO
Notary Identification #20154012152
My Commission Expires 3/25/2019
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Eric Twitty – Mountain States Historical
(Propective Contractor)

TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068

Project Name: Black Hawk Open Space Survey – Basic Inventory of Principal Historic Resources

Bid Number: N/A Project No.: N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 5th day of July, 2016

Prospective Contractor: Eric Twitty, Mountain States Historical

By: Eric Twitty

Title: Principal
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, Eric Twitty, am a sole proprietor doing business as Mountain States Historical. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _________________________, am an owner/member/shareholder of __________________________, a ___________________________ [specify type of entity—i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, Eric Twitty, 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.

___________________________
Eric Twitty

___________________________
July 5, 2016
Date
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, Eric Twitty, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (“Contract”) with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under the Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under the Agreement.

Signed: ___________________________  Date: ______________________

Eric Twitty  July 5, 2016

STATE OF COLORADO)  ) ss.
COUNTY OF GILPIN)  )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 5th day of July, 2016, by Eric Twitty as Principal of Mountain States Historical.

My commission expires: 3/25/2019

(S E A L)

Michele Martin
NOTARY PUBLIC - STATE OF COLORADO
Notary Identification #2015012152
My Commission Expires 3/25/2019
ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver’s License or Identification Card
- Out of State driver’s license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
July 5, 2016

Mr. Jim Ford
Ms. Cynthia Linker
City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422

RE: Section 106 inventory of Land Tracts Proposed for Disposal from BLM to Black Hawk

Dear Jim and Cindy:

Following is a cost estimate for finalizing and submitting the draft Land Disposal report, and the numerous site forms, to BLM for their review. Remember, that the BLM wants me to combine the results from ERO’s work on the four reservoir tracts, into my report. The budget below covers work to finalize cultural resource compliance for the land disposal.

15 hr Project management
2 hr Obtain and transfer ERO survey results
4 hr Review ERO material
12 hr Edit ERO material
40 hr New report text: introduction, APE chapter, methodology chapter, objectives and research design, evaluation of project effect, Table of Contents
17 hr Integrate ERO material into report (text, maps, photos)
6 hr Incorporate Jim Fords comments
6 hr Adjust GIS files
6 hr Revise ERO site forms
7 hr Revise Mountain States site forms
8 hr Proof for quality
2 hr Send draft report and site forms to BLM (BLM file transfer protocol) for final review. BLM then reviews materials and provides comments and corrections to bring cultural resource compliance to completion.

125 hours x $100/hour = $12,500
If required and upon approval by City Council, contract may be amended for additional hours to incorporate BLM comments and corrections in draft report and site forms. Updated material then becomes the final deliverables necessary to complete cultural resource compliance.

All the best,

Eric Twitty
This certifies that

| State Farm Fire and Casualty Company, Bloomington, Illinois |
| State Farm General Insurance Company, Bloomington, Illinois |
| State Farm Fire and Casualty Company, Aurora, Ontario |
| State Farm Florida Insurance Company, Winter Haven, Florida |
| State Farm Lloyd's, Dallas, Texas |

insures the following policyholder for the coverages indicated below:

**Policyholder**
1011 ERIC DBA MOUNTAIN STATES HISTORICAL
1011 GLENWOOD DR LAFAYETTE CO 80026-2534

**Address of policyholder**
1011 GLENWOOD DR LAFAYETTE CO 80026-2534

**Location of operations**

**Description of operations**

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Type of Insurance</th>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>96-GW-3362-9 F</td>
<td>Comprehensive</td>
<td>07/14/2015</td>
<td>07/14/2016</td>
<td>BODILY INJURY AND PROPERTY DAMAGE</td>
</tr>
<tr>
<td>96-GW-3362-9 F</td>
<td>Business Liability</td>
<td>07/14/2016</td>
<td>07/14/2017</td>
<td>Each Occurrence $1,000,000.00</td>
</tr>
</tbody>
</table>

This insurance includes:
- Products - Completed Operations
- Contractual Liability
- Personal Injury
- Advertising Injury

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Type of Insurance</th>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE</td>
</tr>
<tr>
<td>Umbrella</td>
<td></td>
<td></td>
<td></td>
<td>Each Occurrence $</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td>Aggregate $</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Type of Insurance</th>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Workers' Compensation and Employers Liability</td>
<td></td>
<td></td>
<td>Part I - Workers Compensation - Statutory</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Each Accident $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Disease - Each Employee $</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Disease - Policy Limit $</td>
</tr>
</tbody>
</table>

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder 30 days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certification Holder:
ADDITIONAL INSURED:
CITY OF BLACK HAWK
211 CHURCH ST
BLACK HAWK, CO 80422

Signature of Authorized Representative
AGENT 07/06/16
Title Date
Pete Dawson
Agent Name
Telephone Number (303) 440-4411

Agent's Code Stamp
Agent Code
AFO Code

1001260
106399.10 08-25-2009
RESOLUTION 54-2016
A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE EXTERIOR ALTERATION OF THE CARRIAGE HOUSE LOCATED AT 100 MARCHANT STREET
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 54-2016

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE EXTERIOR ALTERATION OF THE CARRIAGE HOUSE LOCATED AT 100 MARCHANT STREET

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

Section 1. The City Council hereby determines to conditionally approve the Certificate of Appropriateness for the exterior alteration of the carriage house located at 100 Marchant Street, upon satisfaction of the following condition:

A. A building permit shall be obtained before work can commence.

RESOLVED AND PASSED this 13th day of July, 2016.

________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: A Resolution Conditionally Approving a Certificate of Appropriateness for the Exterior Alteration of the Carriage House Located at 100 Marchant Street.

RECOMMENDATION: Staff and the Historic Preservation Commission recommend the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE RESOLUTION NUMBER 54-2016 CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE EXTERIOR ALTERATION OF THE CARRIAGE HOUSE LOCATED AT 100 MARCHANT STREET WITH THE FOLLOWING CONDITION:

1. A building permit shall be obtained before work can commence.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The applicant is requesting approval of the following work, which requires a Certificate of Appropriateness:
- Remove rotted and deteriorated wood balusters (guards) from rear balcony and rear exit stairway.
- Replace with a simplified prefabricated black iron panels (guards) with pressed dome post caps. The pattern of prefabricated panels and post caps is consistent with previously approved guard materials and designs found throughout the City. The replacement areas are located at the rear of the residence and are not visible from the Marchant Street right-of-way.

Staff and the Historic Preservation Commission have reviewed and evaluated the application and find the request to be in compliance with the regulations established in Section 16-368 of the Black Hawk Municipal Code. The proposed simplified design is acceptable and does not have a negative or detrimental impact on the district.

AGENDA DATE: July 13, 2016
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No
STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D
DOCUMENTS ATTACHED: Resolution No. 54-2016
Staff Report
IRC Attachment
RECORD: [ ] Yes [X] No
CITY ATTORNEY REVIEW: [ X] Yes [ ] N/A

SUBMITTED BY: Cynthia L. Linker, CP&D Administrator
REVIEWED BY: Jack D. Lewis, City Manager
BACKGROUND:
The applicant, David D. Spellman, is requesting approval of a Certificate of Appropriateness (CofA) for an exterior alteration to the carriage house located at 100 Marchant Street.

Exterior alterations since 1986 for this property include the demolition of a non-contributing garage and the construction of a new dwelling with garage entrance off Marchant Street. The estimated date of new construction for the carriage house is ca. 1996. In 2010-2011, a re-survey and evaluation of the historic district found the property was “non-historic” and “non-contributing” to the National Historic Landmark district.

The applicant is requesting approval of the following work, which requires a Certificate of Appropriateness:
- Remove rotted and deteriorated wood balusters (guards) from rear balcony and rear exit stairway.
- Replace with a simplified prefabricated black iron panels (guards) with pressed dome post caps. The pattern of the prefabricated panels and post caps is consistent with previously approved guard materials and designs found throughout the City. The replacement areas are located at the rear of the residence and are not visible from the Marchant Street right-of-way.

The intent of the CofA application as regulated by Section 16-368 of the City of Black Hawk Municipal Code is to ensure that all development and redevelopment is reviewed prior to construction, reconstruction, alterations or demolition.

A CofA application requires Staff to review a proposed development for compliance with design and zoning standards and deem it acceptable for review by the Historic Preservation Commission (HPC). The regulations for a CofA have been reviewed by staff and comments are included below. The HPC reviewed the development and provided a recommendation to City Council.

While 100 Marchant Street is a “non-historic” and a “non-contributing structure”, the HPC reviewed the proposed exterior alteration and evaluated its effect on the overall district. Figures 1-6 represent the areas of replacement, current conditions and proposed replacement.
Figure 1. 100 Marchant – Carriage House – Rear of Property - Balcony and Exit Stairway

Figure 2. 100 Marchant – Carriage House – Property Frontages and Public ROW
Figure 3. 100 Marchant – Carriage House – Current Conditions
Figure 4. 100 Marchant – Carriage House – Current Conditions
Figure 5. 100 Marchant – Carriage House – Current Conditions

Figure 6: Example of Proposed Replacement
16-368: Anyone seeking to renovate the exterior of, add to or construct a new building shall be subject to the following procedures. Any such renovation construction or demolition shall be subject to the City’s design standards.

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

1. All plans, drawings and photographs as may be submitted by the applicant;
   The scope of work described in this report and illustrated in photographs show the affected areas, existing conditions and adequately describes the proposed exterior alteration.

2. Information presented at a public hearing held concerning the proposed work;
   Findings and recommendation from the Historic Preservation Commission will be presented to the Board of Aldermen as an Action Item scheduled for July 13, 2016.

3. The purpose of this Chapter;
   The information received adequately describes the proposed work in order to determine the appropriateness of the proposed exterior alteration.

4. Compliance with the Black Hawk Municipal Code and the payment of all fees required by the Black Hawk Municipal Code;
   The project complies with all regulations of the Municipal Code.

5. The historical and architectural style, the general design, arrangement, texture, materials, and color of the development, building or structure in question or its appurtenance fixtures; the relationship of such features to similar features of the other buildings within the City and the position of the building, structure, park or open space in relation to public right-of-way and to other buildings and structures in the City;
   The Carriage House is new construction ca. 1996. In 2010-2011, a re-survey and evaluation of the historic district found that property was “non-contributing” to the National Historic Landmark district.
6. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value; and

In 2010-2011, a re-survey and evaluation of the historic district found that property was “non-contributing” to the National Historic Landmark district. The HPC reviewed the proposed exterior alteration and evaluated its effect on the overall district.

7. The design standards for the City.

The Residential Design Guidelines do not specifically provide guidance for balustrades or railings on decks and/or staircases. Since this is a non-historic and non-contributing structure, the criteria to evaluate this proposal should focus on the proposed prefabricated panels and if the material or design have a negative or detrimental impact on the district.

Excerpts from:  
*City of Black Hawk Residential Design Guidelines*

Summary of proposed evaluation of proposal's compliance with the Residential Design Guidelines:
Staff found that the Residential Design Guidelines do not specifically provide guidance for balustrades or railings on decks and/or staircases. Since this is a non-historic and non-contributing structure, the criteria to evaluate this proposal should focus on the proposed prefabricated panels and if the material or design would have a negative or detrimental impact on the district.
The details and pattern of the simplified prefabricated panels and post caps, as illustrated below, are similar to those seen throughout the City. The replacement areas are located at the rear of the structure and not visible from the Marchant Street right-of-way.

Excerpts from:

*International Residential Building Code*

*Chapter 3*

*Section R312.1 – Guards*

Prefabricated panels should be designed in accordance with Sections R312.1.1 through R312.1.4. See attached reference.

**SUMMARY:**
Staff and the Historic Preservation Commission have reviewed and evaluated the application and find the request to be in compliance with the regulations established in Section 16-368 of the Black Hawk Municipal Code. The proposed simplified design is acceptable and does not have a negative or detrimental impact on the district.
RECOMMENDATION:
The Historic Preservation Commission recommends to the Board of Aldermen **CONDITIONAL APPROVAL** of the Certificate of Appropriateness for an exterior alteration for the Carriage House located at 100 Marchant Street based on the criteria set forth in the staff report dated July 1, 2016. The Certificate of Appropriateness application for 100 Marchant Street meets the intent of the criteria outlined in Section 16-368 of the Black Hawk Municipal Code with the following condition:

1. A building permit shall be obtained before work can commence

ATTACHMENT:
*International Residential Building Code, Chapter 3, Section R312.1 – Guards*
R311.7.12.2 Handrails of ships ladders. Handrails shall be provided on both sides of ships ladders and shall comply with Sections R311.7.8.2 to R311.7.8.4. Handrail height shall be uniform, not less than 30 inches (762 mm) and not more than 34 inches (864 mm).

R311.8 Ramps.

R311.8.1 Maximum slope. Ramps serving the egress door required by Section R311.2 shall have a slope of not more than 1 unit vertical in 12 units horizontal (8.3-percent slope). All other ramps shall have a maximum slope of 1 unit vertical in 8 units horizontal (12.5 percent).

Exception: Where it is technically infeasible to comply because of site constraints, ramps shall have a slope of not more than 1 unit vertical in 8 units horizontal (12.5 percent).

R311.8.2 Landings required. There shall be a floor or landing at the top and bottom of each ramp, where doors open onto ramps, and where ramps change directions. The width of the landing perpendicular to the ramp slope shall be not less than 36 inches (914 mm).

R311.8.3 Handrails required. Handrails shall be provided on not less than one side of ramps exceeding a slope of one unit vertical in 12 units horizontal (8.33-percent slope).

R311.8.3.1 Height. Handrail height, measured above the finished surface of the ramp slope, shall be not less than 34 inches (864 mm) and not more than 38 inches (965 mm).

R311.8.3.2 Grip size. Handrails on ramps shall comply with Section R311.7.8.3.

R311.8.3.3 Continuity. Handrails where required on ramps shall be continuous for the full length of the ramp. Handrail ends shall be returned or shall terminate in newel posts or safety terminals. Handrails adjacent to a wall shall have a space of not less than 1\(\frac{1}{2}\) inches (38 mm) between the wall and the handrails.

SECTION R312

GUARDS AND WINDOW FALL PROTECTION

R312.1 Guards. Guards shall be provided in accordance with Sections R312.1.1 through R312.1.4.

R312.1.1 Where required. Guards shall be located along open-sided walking surfaces, including stairs, ramps and landings, that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Insect screening shall not be considered as a guard.

R312.1.2 Height. Required guards at open-sided walking surfaces, including stairs, porches, balconies or landings, shall be not less than 36 inches (914 mm) in height as measured vertically above the adjacent walking surface or the line connecting the leading edges of the treads.

Exceptions:

1. Guards on the open sides of stairs shall have a height not less than 34 inches (864 mm) measured vertically from a line connecting the leading edges of the treads.

2. Where the top of the guard serves as a handrail on the open sides of stairs, the top of the guard shall be not less than 34 inches (864 mm) and not more than 38 inches (965 mm) as measured vertically from a line connecting the leading edges of the treads.

R312.1.3 Opening limitations. Required guards shall not have openings from the walking surface to the required guard height that allow passage of a sphere 4 inches (102 mm) in diameter.

Exceptions:

1. The triangular openings at the open side of stair, formed by the riser, tread and bottom rail of a guard, shall not allow passage of a sphere 6 inches (153 mm) in diameter.

2. Guards on the open side of stairs shall not have openings that allow passage of a sphere 4\(\frac{1}{2}\) inches (111 mm) in diameter.

R312.1.4 Exterior plastic composite guards. Plastic composite exterior guards shall comply with the requirements of Section R317.4.

R312.2 Window fall protection. Window fall protection shall be provided in accordance with Sections R312.2.1 and R312.2.2.

R312.2.1 Window sills. In dwelling units, where the top of the sill of an operable window opening is located less than 24 inches (610 mm) above the finished floor and greater than 72 inches (1829 mm) above the finished grade or other surface below on the exterior of the building, the operable window shall comply with one of the following:

1. Operable windows with openings that will not allow a 4-inch-diameter (102 mm) sphere to pass through the opening where the opening is in its largest opened position.

2. Operable windows that are provided with window fall prevention devices that comply with ASTM F 2090.

3. Operable windows that are provided with window opening control devices that comply with Section R312.2.2.

R312.2.2 Window opening control devices. Window opening control devices shall comply with ASTM F 2090. The window opening control device, after operation to release the control device allowing the window to fully open, shall not reduce the net clear opening area of the window unit to less than the area required by Section R310.2.1.
RESOLUTION 55-2016
A RESOLUTION APPROVING THE LICENSE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND AFFINITY GAMING BLACK HAWK, LLC
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 55-2016  

TITLE: A RESOLUTION APPROVING THE LICENSE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND AFFINITY GAMING BLACK HAWK, LLC  

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 License Agreement between the City and Affinity Gaming Black Hawk, LLC, and authorizes the Mayor to execute the same on behalf of the City.  

RESOLVED AND PASSED this 13th day of July, 2016.  

_________________________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: Affinity Gaming License Agreement  

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

MOTION TO APPROVE Resolution 55-2016, A Resolution Approving the License Agreement Between the City of Black Hawk and Affinity Gaming Black Hawk, LLC.  

SUMMARY AND BACKGROUND OF SUBJECT MATTER:  

The license agreement is required for the Mardi Gras’ Sounds of Summer BBQ/Gilpin County Fair After Party scheduled for August 20, 2016.  

AGENDA DATE: July 13, 2016  
WORKSHOP DATE: N/A  
FUNDING SOURCE: N/A  

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No  

STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk  

DOCUMENTS ATTACHED: License Agreement  

RECORD: [ ]Yes [ X ]No  

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

SUBMITTED BY: Reviewed By:  
Melissa A. Greiner, City Clerk  
Jack D. Lewis, City Manager
LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ___ day of ____________, 2016, by and between the CITY OF BLACK HAWK, Colorado whose address is 201 Selak Street, Black Hawk, CO 80422 (the "City") and Affinity Gaming Black Hawk, LLC dba Mardi Gras Casino and Golden Gates Casino and Golden Gulch Casino, whose address is 300, 251 and 321 Main Street, Black Hawk, CO 80422 ("Licensor").

1. PROPERTY LICENSED. The property that is licensed for the use and the term provided for in this license is described in Exhibit A, which is attached hereto and incorporated by this reference ("Licensed Property").

2. USE OF LICENSED PROPERTY. The Licensor covenants and agrees that it shall utilize the Licensed Property only for the uses and for the periods of time described in Exhibit B, which is attached hereto and incorporated herein by this reference.

3. LICENSED PROPERTY TAKEN "AS IS." Licensor understands and agrees that the Licensed Property is licensed "as is." The City makes no warranty, written or implied, that the Licensed Property is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Licensed Property.

4. TERM. The Licensor shall have the right to use the Licensed Property for the periods of time described in Exhibit B, subject to the terms and conditions of this License Agreement.

5. TERMINATION. If default shall be made in any of the covenants or agreements contained herein to be kept by the Licensor, it shall be lawful for the City to enter onto the Licensed Property, or any part thereof, either with or without process of law, to terminate the interest of the Licensor or of any person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, without being liable to prosecution or to damages therefor. If, at any time, the License Agreement shall be terminated as aforesaid, or by any other means, the Licensor agrees to surrender and deliver up the Licensed Property peaceably to the City immediately upon the termination and, if the Licensor shall remain in possession after termination, the Licensor shall be deemed guilty of a forcible detainer on the Licensed Property and, waiving all notice, shall be subject to eviction and removal, forcibly or otherwise, with or without process of law

6. INSURANCE. Licensor shall obtain for itself, its agents, successors, assigns, lessees and licensees, Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the work under this License Agreement and Employers' Liability Insurance with minimum limits of Five Hundred Thousand Dollars ($500,000) each accident, Five Hundred Thousand Dollars ($500,000) disease-policy limit, and Five Hundred Thousand Dollars ($500,000) disease-each employee.

Commercial General 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, arising out of any one occurrence, and not less than Two Million Dollars ($2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General 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 occurrence, 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 policy shall contain a severability of interests provision.

Liquor Liability Insurance to be written with a limit of liability of not less than One Million Dollars ($1,000,000 Common Cause Limit) and not less than Two Million Dollars ($2,000,000 Aggregate) for all damages arising out of injury including bodily injury and property damage, including damages for care, loss of services or loss of support as a result of the selling, serving or furnishing of any alcoholic beverages.

The Commercial General Liability Insurance policy required above shall be endorsed to include the City, its officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Licensee. No additional insured endorsement to the required Commercial General Liability Insurance policy above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Licensee shall be solely responsible for any deductible losses under any policy required above.

Neither Licensee nor its agents, successors, assigns, lessees and licensees shall occupy the Licensed Property, until it has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the City. Each insurance policy shall list the City as an additional named insured.

The certificate of insurance provided by the Licensee shall be completed by the Licensee's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the License Agreement. No other form of certificate shall be used. The certificate shall identify this License Agreement and the coverages afforded under the policies. The completed certificate of insurance shall be sent to:

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

It is the affirmative obligation of the Licensee to notify the City, as provided in this License Agreement, within two (2) business days of the cancellation or substantive change to
any insurance policy required under this License Agreement, and failure to do so shall constitute a breach of this License Agreement.

Failure on the part of the Licensee to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this License Agreement or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Licensee to the City upon demand, or the City may offset the cost of the premiums against any monies due to Licensee from the City.

The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the City, its officers and employees, are relying on and do not waive or intend to waive by any provision of this License Agreement the monetary limitations (presently Three Hundred Fifty Thousand Dollars ($350,000) per person, and Nine Hundred Ninety Thousand Dollars ($990,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers or employees.

7. NOTICE. Any notice required under this License shall be in writing and mailed by certified mail to the respective parties at the address hereinabove given. The Public Works Director shall be the representative of the City to accept or give any approval, notice or the like provided hereunder. In the event Licensee should change the address hereinabove given during the term of this License, Licensee shall notify the City in writing of such change of address:

    The City:                  City of Black Hawk
                               P.O. Box 68
                               Black Hawk, CO 80422

    Licensee:                Affinity Gaming Black Hawk, LLC
                               3755 Break Through Way, Suite 300
                               Las Vegas, NV 89135

8. RE-ENTRY. Licensee covenants and agrees to permit the City or its duly authorized representatives to inspect the Licensed Property and to do such other acts and things as it deems necessary for the protection of its interests therein.

9. SUCCESSORS AND ASSIGNS. This License shall insure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.
10. ASSIGNMENT OR SUB-LEASE. Licensee covenants and agrees not to assign this License or to sublet any part of the Licensed Property without first obtaining the written consent of the City.

11. LIABILITY AND INDEMNIFICATION. The City shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Licensed Property including, but not limited to, loss, injury, death, or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, equipment malfunctions, faulty installation, or theft. Licensee hereby expressly agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of Licensee's use of the Licensed Property or Licensee's failure to fulfill the terms and conditions of the License.

12. RESERVATION FOR COUNCIL USE. This License is made under and conformable to the provisions of all City of Black Hawk regulations insofar as applicable. Said provisions are incorporated herein and made part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in the License. The City reserves the right to make full use of the Licensed Property as may be necessary or convenient in the operation of the public streets and the City retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Licensed Property at any time and in such a manner as it deems necessary.

13. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Gilpin County, State of Colorado.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

CITY OF BLACK HAWK, COLORADO

By: ____________________________
    David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk
LICENSEE

By: [Signature]

[Title] 7/18/2016

ATTEST:

______________________________

Title                        Date

______________________________

Title                        Date
EXHIBIT A –
Describes "Licensed Property" as the Golden Mardi Gras Casino, 300 Main Street, Black hawk, Colorado 80422.

EXHIBIT B –
Golden Mardi Gras Casino's Sounds of Summer Block Party will be on Saturday, August 20, 2016 from 3:00p – 11:00p. The approved street closure will be in effect on Saturday, August 20, 2016 from 12:00p – 11:00p.

CERTIFICATE OF LIABILITY INSURANCE –
Effective through November 17, 2016. See attached.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

INSURED
Affinity Gaming dba AG Black Hawk Promotional Association Inc.
300 Main Street, PO Box 47
Black Hawk CO 80422

CERTIFICATE NUMBER: 13849067

COVERAGES AFFGA1

<table>
<thead>
<tr>
<th>INSURER/L1D</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>X</td>
<td>X</td>
<td>11/17/2015</td>
<td>11/17/2016</td>
</tr>
<tr>
<td>X Liq., Liab., Inc.</td>
<td>X</td>
<td>X</td>
<td>11/17/2015</td>
<td>11/17/2016</td>
<td>DAMAGE TO RENTED PREMISES (Ex occurrence): $300,000</td>
</tr>
<tr>
<td>X SIR $1,000,000</td>
<td>X</td>
<td>X</td>
<td>11/17/2015</td>
<td>11/17/2016</td>
<td>MED EXP (Any one person): Excluded</td>
</tr>
<tr>
<td>B AUTOMOBILE LIABILITY</td>
<td>X ANY AUTO</td>
<td>X</td>
<td>X</td>
<td>11/17/2015</td>
<td>11/17/2016</td>
</tr>
<tr>
<td>X SCHEDULED AUTOS</td>
<td>X</td>
<td>X</td>
<td>11/17/2015</td>
<td>11/17/2016</td>
<td>GENERAL AGGREGATE: $2,000,000</td>
</tr>
<tr>
<td>X NON-OWNED AUTOS</td>
<td>X</td>
<td>X</td>
<td>11/17/2015</td>
<td>11/17/2016</td>
<td>PRODUCTS - COMP/OP AGG: $2,000,000</td>
</tr>
<tr>
<td>X 100 Comp/1,000 Coll</td>
<td>X</td>
<td>X</td>
<td>11/17/2015</td>
<td>11/17/2016</td>
<td>$</td>
</tr>
<tr>
<td>C UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td>X</td>
<td>X</td>
<td>11/17/2015</td>
<td>11/17/2016</td>
</tr>
<tr>
<td>X CLAIMS-MADE</td>
<td>X</td>
<td>X</td>
<td>11/17/2015</td>
<td>11/17/2016</td>
<td>AGGREGATE: $25,000,000</td>
</tr>
<tr>
<td>D WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>Y/N</td>
<td>N/A</td>
<td>N</td>
<td>11/17/2015</td>
<td>11/17/2016</td>
</tr>
<tr>
<td>B ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</td>
<td>Y/N</td>
<td>N/A</td>
<td>N</td>
<td>11/17/2015</td>
<td>11/17/2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT: $1,000,000</td>
</tr>
</tbody>
</table>

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

CERTIFICATE HOLDER
13849067
City of Black Hawk

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.
RESOLUTION 56-2016
A RESOLUTION APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND CONCRETE EXPRESS, INC. FOR PROPERTY LOCATED AT 271 GREGORY STREET
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 56-2016  

TITLE: A RESOLUTION APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND CONCRETE EXPRESS, INC. FOR PROPERTY LOCATED AT 271 GREGORY STREET  

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 Lease Agreement between the City of Black Hawk and Concrete Express, Inc. for the property located at 271 Gregory Street, attached hereto as Exhibit A, and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.  

RESOLVED AND PASSED this 13th day of July, 2016.  

________________________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: Approve Resolution 55-2016, a Resolution approving the lease agreement for 271 Gregory with Concrete Express, Inc. (CEI).

RECOMMENDATION:
If City Council chooses to approve Resolution 55-2016, a Resolution approving the lease agreement between the City of Black Hawk and CEI the recommended motion is as follows: “Approve Resolution 55-2016, a Resolution approving the lease agreement between the City of Black Hawk and Concrete Express, Inc. for property located at 271 Gregory Street.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
CEI is the contractor that will be performing the Gregory Street Relocation project. A job trailer is typically required on a project this size. Rather than leave 271 Gregory Street vacant, staff decided to offer the building to the contractor, thus saving an estimated $24,000 off the contract. In addition they will pay the utilities for the building during the 16 months they will be occupying it. Staff also felt that since the building would be directly affected by any utility outages that they would strive to limit those impacts.

FUNDING SOURCE: Gregory Street Improvements 305-3101-431-75-14

WORK SHOP DATE: July 13, 2016

ORIGINATED BY: Mathew Reed

STAFF PERSON RESPONSIBLE: Mathew Reed

PROJECT COMPLETION DATE: November 17, 2017

DOCUMENTS ATTACHED: lease agreement

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

SUBMITTED BY: REVIEWED BY:

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

THIS LEASE is made and entered into this _____ day of ____________, 2016, by and between the City of Black Hawk ("Lessor") and Concrete Express, Inc. ("Lessee").

ARTICLE 1 - DEFINITIONS

The following definitions apply when these terms are used in this Lease:

1.1 "Lessor” and “Lessee” include landlords and tenants and shall apply to persons, both men and women, companies, co-partnerships and corporations; and in reading this Lease, the necessary grammatical changes required to make its provisions mean and apply as aforesaid shall be made in the same manner as if written into the Lease.

1.2 "Premises” means the property with an address of 271 Gregory Street, Black Hawk, Colorado 80422.

ARTICLE 2 - LEASED PREMISES

In consideration of the rents, covenants and agreements herein reserved and contained, Lessor demises and leases to Lessee, and Lessee rents from Lessor, the Premises.

ARTICLE 3 - TERM AND RENT

3.1 Term of the Lease. The term of this Lease shall commence on July 15\textsuperscript{th}, 2016, and shall expire on November 14\textsuperscript{th}, 2017.

3.2 Holding Over. If Lessee remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein. A hold over monthly rental payment of one thousand five hundred dollars ($1,500.00) shall be paid by Lessee to Lessor in advance on the fifteenth (15\textsuperscript{th}) day of each calendar month in which the hold over continues.

3.3 Rent. Lessee shall pay rent to Lessor in the amount of one thousand five hundred dollars ($1,500.00) per month for a total payment of twenty-four thousand dollars ($24,000.00); this payment shall be in the form of reducing the Gregory Street Relocation contract unit price for item 102, “Field Office (Class 2)” by the amount indicated above. This unit price reduction shall be done at the beginning of the project and will not require a monthly payment. Lessee shall also pay the cost of any utilities associated with the use of the Premises, including, but not limited to, gas, electricity, telephone, and water and sewer utility charges.
3.4 Damage Deposit. A damage deposit will not be required. The Lessee shall correct all
damage to the Premises sustained during the term of this Lease, reasonable wear and tear excepted.

3.5 Maintenance. The Lessee, at its sole cost and expense, shall keep and maintain the
Premises in good order and condition, free of rubbish, and shall promptly make all non-structural
interior repairs necessary to keep and maintain such good order and condition. Lessee shall replace
lights, ballasts, tubes, ceiling tiles, outlets and similar equipment as necessary. When used in
this paragraph, the term "repairs" shall include replacements and renewals when necessary. All repairs
made by Lessee shall utilize materials and equipment which are at least equal in quality and
usefulness to those originally used in constructing the Building and the Premises. Lessee shall
perform regular janitorial services at the Premises and shall keep and maintain the Premises in good
condition and repair. The Premises shall be surrendered to the Lessor in the same condition as
existed at the commencement of the Lease term, reasonable wear and tear excepted.

3.6 Termination. Lessor and Lessee may terminate this Lease upon ninety (90) days
written notice, with or without cause.

ARTICLE 4 - USE OF PREMISES AND TENANT IMPROVEMENTS

4.1 The Premises shall be used as general office use and associated permitted activities.
Lessee further covenants and agrees that the use of the Premises shall be at all times in accordance
with applicable zoning regulations of the City. Moreover, the Parties hereto acknowledge and agree
that the Premises do not include any parking spaces for the exclusive use of the Lessee.

4.2 Suitability. As of the date of his execution of this Lease, Lessee has inspected the
physical condition of the Premises and has received the same in "as is" condition. LESSOR
MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION
OR STATE OF THE PREMISES OR ITS FITNESS OR AVAILABILITY FOR ANY
PARTICULAR USE, AND LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY
LATENT OR PATENT DEFECT THEREON. Lessee may use said Premises for the uses specified
in this Lease, so long as such uses conform with zoning and use restrictions of all authorities
affecting the Premises, and Lessee will not do, or permit to be done, any action or thing which is
contrary to any legal or insurable requirement or which constitutes a public or private nuisance or
waste.

4.3 Lessee shall not, without first obtaining the written consent of Lessor, make any
alterations, additions, modifications or improvements, in, to or about the Premises.

4.4 Lessee shall not suffer nor permit any mechanic's liens or public works claims to be
filed against the Premises by reason of work, labor, service or materials supplied or claimed to have
been supplied to Lessee as a result of an agreement with, or the assent of Lessee. Nothing in this
Lease shall be construed as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part thereof. Nothing in this Lease shall be construed as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens or public works claims against Lessor's interest in the Premises. If any such mechanic's lien or public works claims shall at any time be filed against the Premises, Lessee shall cause the same to be discharged of record within thirty (30) days after the date Lessee has knowledge of such filing. If Lessee shall fail to discharge such mechanic's lien or public works claims within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien. However, Lessee shall not be required to pay or discharge any such mechanic's lien or public works claims so long as Lessee shall in good faith proceed to contest the same by appropriate proceedings; provided, however, Lessee shall give notice in writing to Lessor of its intention to contest the validity of such lien and/or claim.

ARTICLE 5 - RIGHT OF ENTRY

Lessor shall at all times have the right to enter upon the Premises to inspect its condition.

ARTICLE 6 - INDEMNIFICATION

Lessee agrees that Lessor shall not be liable for any damage, either to person or persons or property or the loss of property sustained by Lessee or Lessor or by any other person or persons due to the use of the Premises, due to the happening of any accident, or due to any act or neglect of Lessee, or any occupant of the Premises, or the use or misuse of any instrumentality or agency in or connected with the Premises, or occasioned by any nuisance made or suffered thereon. Lessee agrees to save Lessor harmless thereon and therefrom, and to indemnify Lessor on account thereof, subject to the limits of liability insurance contained in Article 7 herein; provided however, the limits of Article 7 shall not apply in the event Lessee's conduct is willful and wanton, or otherwise is not subject to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

ARTICLE 7 - INSURANCE

7.1 Lessee covenants and agrees that from the date hereof Lessee will procure and maintain throughout the term, at its sole cost and expense, general liability insurance in the amount of at least $350,000 per person and $990,000 per occurrence.

7.2 All policies or insurance provided for in Section 7.1 shall be issued by solvent and responsible insurance companies licensed to do business in the State of Colorado with a general policy holder's rating of not less than “A” and a financial rating of “AAA”, as rated in the most current available “Bests” Insurance Reports, and qualified to write such policies in the State of
Colorado. Each such policy shall be issued in the names of Lessor and Lessee, and their designees. Said policies shall be for the mutual and joint benefit and protection of Lessor and Lessee, and such policy of insurance, or a certificate thereof, shall be delivered to each of Lessor and any such other parties in interest prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent. All such policies of insurance shall contain provisions that (a) the company writing said policy will give to Lessor and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellations or lapses, or the effective date of any reduction in the amounts of insurance; and (b) the insurer waives the right of subrogation against Lessor and against Lessor's agents and representatives. All such public liability, property damage and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which Lessor may carry. All such public liability and property damage policies shall contain a provision that Lessor and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Lessee. Lessee's failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder, entitling Lessor to exercise any or all of the remedies provided in this Lease in the event of Lessee's default.

ARTICLE 8 - REMEDIES UPON DEFAULT

8.1 Events of Default Defined. The following shall be "events of default" by Lessee under this Lease and the term "event of default" shall mean, whenever it is used in this Lease, any one or more of the following events:

8.1.1 Failure by Lessee to pay any sums to Lessor when due hereunder, and continuation thereof for a period of ten (10) business days.

8.1.2 Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in subsection 8.1.1 of this section, for a period not to exceed thirty (30) days after written notice, specifying such failure and requesting that it be remedied and giving the time within which it will be cured, which time shall be reasonable under the circumstances, given to Lessee by Lessor.

8.2 Remedies on Default. Whenever any event of default shall have happened, Lessor may take any one or more of the following remedial steps:

8.2.1 Lessor may re-enter and take possession of the Premises, with court proceedings, and without terminating this Lease, and sublease the Premises for the account of Lessee, holding Lessee liable for the difference in the rent and other
amounts payable by such sublessee in such subleasing and the rents and other amounts payable by Lessee hereunder.

8.2.2 Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

8.2.3 If Lessor takes any of the remedial steps specified above and establishes default through appropriate court proceedings, then Lessor shall be entitled to recover all reasonable costs, including attorney fees. If Lessor fails to prove default in any such action, then Lessee will be entitled to costs and reasonable attorney fees from Lessor.

ARTICLE 9 - SUCCESSORS

Successors. This Lease shall inure to the benefit of and be binding upon Lessor, Lessee and their respective heirs, successors, representatives, administrators, executors and devisees. Lessee shall not assign this Lease or sublet the Premises or any part thereof. Any attempted assignment or subletting shall be deemed void and of no effect.

ARTICLE 10 - SPECIAL COVENANTS OF LESSEE

Lessee agrees that, at all times during the term of this Lease, it shall not place any refuse or rubbish on the Premises. With exception for refuse and rubbish generated in the normal course of business operations, which will be gathered and removed by the tenant in the normal course of daily activity.

ARTICLE 11 - SURRENDER OF PREMISES

Upon the expiration or termination of the Lease term, Lessee shall peaceably and quietly leave and surrender the Premises in the same condition as it exists on the date of the execution of this Agreement.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 Captions; Attachments.

12.1.1 The captions of the articles and sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.
12.1.2 Exhibits attached hereto, and addenda and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

12.2 Entire Agreement. This instrument, along with any exhibits and attachments hereto, constitute the entire agreement between Lessor and Lessee relative to the Premises and the provisions of this Agreement and the exhibits and attachments may be altered, amended, waived or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee agree hereby that any and all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Agreement.

12.3 Severability. If any term or provision (except those having to do with rent) of this Lease shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law. In case the exception applies, the Lease shall be null and void after such determination.

12.4 Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Colorado.

12.5 Notices. All notices, demands and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand-delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the date personally served or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

To Lessor: City of Black Hawk
Attn: Lance Hillis, Finance Director
P.O. Box 68
Black Hawk, CO 80422

To Lessee: Concrete Express, Inc.
Attn: Joseph M. O’Dea, Vice President
2027 West Colfax Avenue
Denver, CO 80204
IN WITNESS WHEREOF, the parties to this Lease have set their hands and seals the day and year first written above.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

By:

Concrete Express, Inc.

JOSEPH M. O'DEA
VICE PRESIDENT

STATE OF COLORADO  
)  
COUNTY OF Denver  
) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 1st day of July, 2016, by Joseph M. O'Dea.  

My commission expires: 10-15-2016

(SEAL)

JESSICA A. RAY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20084035881  
MY COMMISSION EXPIRES 10/15/2016

Notary Public
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/19/2016

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

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

PRODUCER
IMA, Inc. - Colorado Division 1-303-534-4567

CONTACT
NAME:

ADDRESS:

PHONE 
(913) 555-5555
FAX 
(913) 555-5555
E-MAIL: DenAccountManager@imapcorp.com

RECEIVED
JUN 28 2016

INSURED
Concrete Express, Inc.

City of Black Hawk
Clerk's Office

2027 West Colfax Avenue
Denver, CO 80204

COVERAGES

DATE (MM/DD/YYYY)

05/19/2016

POLICY NUMBER: 46892590

CERTIFICATE NUMBER: 46892590

REVISION NUMBER:

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

CLAIMS MADE OCCUR

POLICY NUMBER: VTC2JC056444B02APIL16

POLICY EFF (MM/DD/YYYY): 05/01/16

POLICY END (MM/DD/YYYY): 05/01/17

CONTROLLING LIMITS:

EACH OCCURRENCE $1,000,000

DAMAGE TO RENTED PREMISES (Ex exposed) $300,000

MED EXP (Any one person) $5,000

PERSONAL & ADJ INJURY $1,000,000

GENERAL AGGREGATE $2,000,000

PRODUCTS - COMPOP AGG $2,000,000

POLICY LIMITS:

COMMERCIAL GENERAL LIABILITY

CLAIMS MADE $1,000,000

EXCESS LIABILITY

CLAIMS MADE $10,000

UMBRELLA LIABILITY

CLAIMS MADE $10,000

EXCESS LIABILITY

CLAIMS MADE $10,000

WENDY'S COMPENSATION AND EMPLOYERS' LIABILITY

NO CLAIMS MADE

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

City of Black Hawk, its employees, officers, agents, architect and engineer and others as required by written contract are included as Additional Insureds on the General, Automobile, and Umbrella Liability Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Additional Insureds on the General, Automobile, Umbrella and Workers Compensation Liability Policies if required by written contract or agreement and with respect to work performed by Insured subject to the policy terms and conditions. This Insurance is Primary and Non-Contributory on the General Liability Policy subject to the policy terms and conditions.

CERTIFICATE HOLDER

RB: Gregory Street Relocation Project; Project No. 14010.

City of Black Hawk

PG Box 68

Black Hawk, CO 80422

USA

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.
SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/19/2016

NAME OF INSURED: Concrete Express, Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:
Pollution and Professional Liability Coverage Policy #PSC00045736
Effective: 05/01/2016 - 05/01/2017 Insurer C: See Above
$5,000,000 Contractors Pollution Limit; $10,000,000 Aggregate Limit
$2,000,000 Professional/Protective Limit; $10,000,000 Professional/Protective/Aggregate Limit
$10,000,000 All Coverage Parts Aggregate Limit; $50,000 SIR Limit

SUPP (05/04)
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to the additional insured by this endorsement is limited as follows:

   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits of Insurance.

   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

      i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

      ii. Supervisory, Inspection, architectural or engineering activities.

   c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work", and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:

   a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
COMMERCIAL GENERAL LIABILITY

1. How, when and where the "occurrence" or offense took place;
2. The names and addresses of any injured persons and witnesses; and
3. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
   i. Immediately record the specifics of the claim or "suit" and the date received; and
   ii. Notify us as soon as practicable.
   The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3 above.

5. The following definition is added to SECTION V.

   - DEFINITIONS:

   "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occur and the "personal injury" is caused by an offense committed:
     a. After the signing and execution of the contract or agreement by you;
     b. While that part of the contract or agreement is in effect; and
     c. Before the end of the policy period.
CONCRETE EXPRESS, INC. POLICY #VTC2JCO5644B02ATL16 EFFECTIVE: 05/01/2016 - 05/01/2017

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Aircraft Chartered With Pilot
B. Damage To Premises Rented To You
C. Increased Supplementary Payments
D. Incidental Medical Malpractice
E. Who Is An Insured – Newly Acquired Or Formed Organizations
F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidaries
G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
H. Blanket Additional Insured – Lessors Of Leased Equipment
I. Blanket Additional Insured – States Or Political Subdivisions – Permits
J. Knowledge And Notice Of Occurrence Or Offense
K. Unintentional Omission
L. Blanket Waiver Of Subrogation
M. Amended Bodily Injury Definition
N. Contractual Liability – Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT
The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:
(a) Chartered with a pilot to any insured;
(b) Not owned by any Insured; and
(c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU
1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

INJURY AND PROPERTY DAMAGE LIABILITY:
Exclusions c. and g. through n. do not apply to "premises damage". Exclusion j.,(1)(a) does not apply to "premises damage" caused by:
a. Fire;
b. Explosion;
c. Lightning;
d. Smoke resulting from such fire, explosion, or lightning; or
e. Water;

unless Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.
COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of SECTION III—LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for "premises damage";

7. Paragraph 4.b.(1)(c) of SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS—COVERAGES A AND B OF SECTION I—COVERAGE:

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS—COVERAGES A AND B OF SECTION I—COVERAGE:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II—WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

(i) "incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
(ii) First aid or "Good Samaritan Services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 4., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
Sale Of Pharmaceuticals
"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:
"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS
The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES
The following is added to SECTION II – WHO IS AN INSURED:
Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.
COMMERCIAL GENERAL LIABILITY

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES
The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT
The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, In which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS
The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required
by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

a. Any "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision;

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(l) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

COMMERCIAL GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

   c. Any easement or license agreement;

2. Paragraph f.(f) of the definition of "insured contract" in the DEFINITIONS Section is deleted.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who is An Insured, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who is An Insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who is An Insured, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

© 2010 The Travelers Indemnity Company. Includes copyrighted material of Insurance Services Office, Inc. with its permission.
COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "auto" you own:

(1) Any covered "auto" you lease, hire, rent or borrow;

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who is An Insured, of SECTION II - LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II - LIABILITY COVERAGE:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II - LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II - LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II - LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available...
to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada. You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS
The following is added to Paragraph D, Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:
No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:
However, the most we will pay for any expenses for loss of use is $85 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
The following replaces the first sentence in Paragraph A.4.a. Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:
We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expenses incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS
The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Effects
We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:
(1) Owned by the "insured"; and
(2) In or on your covered "auto".
This coverage applies only in the event of a total theft of your covered "auto".
No deductibles apply to this Personal Effects coverage.

K. AIRBAGS
The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:
Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflated due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
b. The airbags are not covered under any warranty; and
c. The airbags were not intentionally inflated.
We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:
Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:
(a) You (if you are an individual);
b) A partner (if you are a partnership);
c) A member (if you are a limited liability company);
d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
e) Any "employee" authorized by you to give notice of the "accident" or "loss".
COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5, Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2, Concealment, Misrepresentation, Or Fraud, of SECTION IV - BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
CONCRETE EXPRESS, INC.          EFFECTIVE 05/01/2016 - 05/01/2017

TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: VTC2K-UB-584805-5-16

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON: 

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER

ST ASSIGN: