RINGING OF THE BELL:

1. CALL TO ORDER
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. ADENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file with City Clerk & Sec. of State)
5. PUBLIC COMMENT: Please limit comments to 5 minutes
6. APPROVAL OF MINUTES: November 9, 2016 Regular Meeting
November 28, 2016 Special Meeting
7. PUBLIC HEARINGS
   A. CB33, An Ordinance Amending Article IV of Chapter 4 of the Black Hawk Municipal Code to Increase the Sales Tax Rate by One-Half (1/2) Percent as Approved by Voters for Purposes of Marketing and Promoting the City
   B. CB34, An Ordinance Amending Articles VIII and IX of Chapter 4 of the Black Hawk Municipal Code to Adjust the Transportation Device Fee Payment Due Dates and To Implement an Increase in the Gaming Device Tax with an Associated Rebate
   C. CB35, An Ordinance Approving the First Amendment to the Agreement Between the Board of County Commissioners of the County of Douglas and the City of Black Hawk/Black Hawk Police Department
   D. CB36, An Ordinance Approving the Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the Authority’s Ambulances
   E. CB37, An Ordinance Approving the Lease Agreement with Pitney Bowes Global Financial Services, LLC for the use of Postal Equipment
   F. Resolution 85-2016, A Resolution Conditionally Approving a Certificate of Appropriateness for the Construction of a New Pedestrian and Bicycle Bridge in Chase Gulch
      a. Mary Hart Presentation - Update on Trail System
   G. Resolution 86-2016, A Resolution Approving a Certificate of Appropriateness for the Demolition of Structures Located at 810 Chase Gulch Road
   H. Z Casino Comprehensive Sign Plan
      a. Resolution 87A-2016, A Resolution Conditionally Approving a Certificate of Appropriateness for the Comprehensive Sign Plan Amendment, and Awning Installation, and Approving a License Agreement for Z Casino
      b. Resolution 87B-2016, A Resolution Denying the Variance Request for the Z Casino Comprehensive Sign Plan
   I. Resolution 88-2016, A Resolution Conditionally Approving a Certificate of Appropriateness for Renovations to the Porte Cochere for the Isle of Capri Casino
8. ACTION ITEMS:
   A. Resolution 89-2016, A Resolution Approving the Agreement with PEH Architects for the Total Base Architectural Design and Construction Administration for the Limited
Rehabilitation of the Historic Home and Property at 211 Horn Street in an Amount Not To Exceed $134,751.00

B. Resolution 90-2016, A Resolution Approving Certain Service Agreements for Calendar Year 2017

C. Resolution 91-2016, A Resolution Approving the First Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2017 Between MV Transportation, Inc. and the City of Black Hawk

D. Resolution 92-2016, A Resolution Authorizing the Conversion of the City’s Cobra Head Style Street Lights from High Pressure Sodium (HPS) to New Light Emitting Diode (L.E.D.)

E. Resolution 93-2016, A Resolution Ratifying the Purchase of a 2017 Kenworth T440 From MHC Kenworth in the Amount of $123,189.00

F. Resolution 94-2016, A Resolution Approving the Service Agreements for Vehicle Towing Services

G. Resolution 95-2016, A Resolution Adopting the 2017 City of Black Hawk Fee Schedule

H. Resolution 96-2016, A Resolution Approving the Fifth Addendum to Personal Services Agreement with 5280 Strategies, LLC

I. Resolution 97-2016, A Resolution Approving the 2017 Contract with Pinnacol Assurance for Workers’ Compensation Insurance

J. Resolution 98-2016, A Resolution Adopting the 2017 Holiday Schedule

K. Resolution 99-2016, A Resolution Adopting the 2017 City Council Regular Meeting Schedule

J. CITY MANAGER REPORTS:

K. CITY ATTORNEY:

L. EXECUTIVE SESSION:

M. 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.
The Mountain-Ear Reporter John Scarffe rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, November 9, 2016, at 3:00 p.m. by Mayor Spellman.

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

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

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

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

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

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

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

6. APPROVAL OF MINUTES October 26, 2016.
MOTION TO APPROVE
Alderman Johnson MOVED and was SECONDED by Alderman Torres to approve the Minutes as presented.

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

7. PUBLIC HEARINGS:

A. 2017 Budget Adoption

a. Resolution 77-2016, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the City of Black Hawk, Colorado, for the Calendar Year Beginning on the First Day of January 2017 and Ending on the Last Day of December 2017, and Appropriating Sums of Money to Various Funds and Spending Agencies in the Amount, and for the Purposes Set Forth within the Attached 2017 Budget

b. CB30-2016, An Ordinance Levying General Property Taxes for the Year 2016 to Help Defray the Costs of Government for the City of Black Hawk, Colorado, for the 2017 Budget Year

Mayor Spellman read the titles and opened the public hearing.

Finance Director Hillis introduced the budget and Mill Levy and said the Mill Levy rate will stay the same and there were no changes to the budget from the workshop held a few weeks ago.

PUBLIC HEARING: Mayor Spellman declared a public hearing on Resolution 77-2016, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the City of Black Hawk, Colorado, for the Calendar Year Beginning on the First Day of January 2017 and Ending on the Last Day of December 2017, and Appropriating Sums of Money to Various Funds and Spending Agencies in the Amount, and for the Purposes Set Forth within the Attached 2017 Budget and CB30, An Ordinance Levying General Property Taxes for the Year 2016 to Help Defray the Costs of Government for the City of Black Hawk, Colorado, for the 2017 Budget Year open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

No one came forward to speak and Mayor Spellman declared the public hearing closed.

MOTION TO APPROVE
Alderman Bennett MOVED and was SECONDED by Alderman Moates to Approve Resolution 77-2016, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for
the City of Black Hawk, Colorado, for the Calendar Year Beginning on
the First Day of January 2017 and Ending on the Last Day of December
2017, and Appropriating Sums of Money to Various Funds and
Spending Agencies in the Amount, and for the Purposes Set Forth
within the Attached 2017 Budget and CB30, An Ordinance Levying
General Property Taxes for the Year 2016 to Help Defray the Costs of
Government for the City of Black Hawk, Colorado, for the 2017 Budget
Year.

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

B. CB31-2016, An Ordinance Adopting the City of Black Hawk 2017 Compensation Plan

Mayor Spellman read the title and opened the public hearing.

City Clerk/Administrative Services Director Greiner introduced these
enhancements to the Compensation Plan as an ongoing effort to make
the City of Black Hawk an employer of choice.

PUBLIC HEARING: Mayor Spellman declared a public hearing on CB31, An Ordinance
Adopting the City of Black Hawk 2017 Compensation Plan 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 Moates MOVED and was SECONDED by Alderman
Armbright to Approve CB31, An Ordinance Adopting the City of Black
Hawk 2017 Compensation Plan.

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

C. CB32-2016, An Ordinance Approving an Addition to the City of Black Hawk Fire
Department Standard Operating Guidelines

Mayor Spellman read the title and opened the public hearing.

Fire Chief Taylor had some requests from job applicants to meet the
shift and participate in a ride-along. He said the Fire Department has a
visitor policy and waiver form, but never had a true ride-along policy.

PUBLIC HEARING: Mayor Spellman declared a public hearing on CB32, An Ordinance
Approving an Addition to the City of Black Hawk Fire Department
Standard Operating Guidelines 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 Torres to Approve CB32, An Ordinance Approving an Addition to the City of Black Hawk Fire Department Standard Operating Guidelines.

**MOTION PASSED**

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

8. ACTION ITEMS:

A. **Resolution 78-2016, A Resolution Authorizing the Donation of Self Contained Breathing Apparatus (SCBA) and Associated Equipment**

Mayor Spellman read the title.

Fire Chief Taylor stated that both the Fire and Water Departments have been able to replace their older apparatus with new, and their serviceable older equipment can now be donated to a smaller department in need.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 78-2016, A Resolution Authorizing the Donation of Self Contained Breathing Apparatus (SCBA) and Associated Equipment.

**MOTION PASSED**

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

B. **Resolution 79-2016, A Resolution Approving the License Agreement from the City of Black Hawk to Derek Blake for the Property at 241 DuBois Street**

C. **Resolution 80-2016, A Resolution Approving the Temporary Construction Easement from Derek Blake to the City of Black Hawk for Rehabilitation of the Property at 241 DuBois Street**

Mayor Spellman read the titles.

Community Planning and Development Administrator Linker explained that the License Agreement addresses the property that encroaches into the City right-of-way, and the Temporary Construction Easement is a condition of their Preservation Easement. The Mayor asked for an umbrella motion.
MOTION TO APPROVE  
Alderman Midcap MOVED and was SECONDED by Alderman Bennett to approve Resolution 79-2016, A Resolution Approving the License Agreement from the City of Black Hawk to Derek Blake for the Property at 241 DuBois Street and Resolution 80-2016, A Resolution Approving the Temporary Construction Easement from Derek Blake to the City of Black Hawk for Rehabilitation of the Property at 241 DuBois Street.

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

D. Resolution 81-2016, A Resolution Approving the Temporary Construction Easement from Bonanza Land, LLC to the City of Black Hawk for Retaining Wall Demolition and Construction Associated with the Construction of Gregory Street

Mayor Spellman read the title.

City Manager Lewis introduced this item. He said a Temporary Construction Easement was needed to execute the demolition and new construction of a retaining wall on Gregory Street and the owner of the property has granted the City the easement for a sum of $10.

MOTION TO APPROVE  
Alderman Armbright MOVED and was SECONDED by Alderman Torres to approve Resolution 81-2016, A Resolution Approving the Temporary Construction Easement from Bonanza Land, LLC to the City of Black Hawk for Retaining Wall Demolition and Construction Associated with the Construction of Gregory Street.

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

E. Resolution 82-2016, A Resolution Approving the Agreement of Lease Between the City of Black Hawk as Lessor and Bull Durham Saloon and Casino as Lessee for Ten (10) Parking Spaces Located at 562 Gregory Street, otherwise known as the Briggs Lot

Mayor Spellman read the title.

Finance Director Hillis explained that the exhibit showing exactly which 10 spaces has not been finalized at this time.

MOTION TO APPROVE  
Alderman Bennett MOVED and was SECONDED by Alderman Armbright to approve Resolution 82-2016, A Resolution Approving the Agreement of Lease Between the City of Black Hawk as Lessor and Bull Durham Saloon and Casino as Lessee for Ten (10) Parking Spaces Located at 562 Gregory Street, otherwise known as the Briggs Lot.
F. Resolution 83-2016, A Resolution Approving the Agreement of Lease Between the City of Black Hawk as Lessor and PCL Construction Services, Inc. as Lessee for Property Located at 440 Gregory Street, Black Hawk, Colorado

Mayor Spellman read the title.

Finance Director Hillis explained PCL’s request to lease this building for the winter during the demolition project. Mayor Spellman noted that it is not the “Reeves House” as noted in the lease, but rather the “Briggs House.”

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Armbright to approve Resolution 83-2016, A Resolution Approving the Agreement of Lease Between the City of Black Hawk as Lessor and PCL Construction Services, Inc. as Lessee for Property Located at 440 Gregory Street, Black Hawk, Colorado.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

9. CITY MANAGER REPORTS:

City Manager Lewis said that every year City Council authorizes an annual bonus check of 3% of an employee’s salary and a Christmas stipend of $300. He said he would like to have that authorization on record for the auditors. A motion was made by Alderman Moates, seconded by Alderman Johnson, to approve both the bonus and stipend. All were in favor.

10. CITY ATTORNEY: City Attorney Hoffmann had nothing to report.

11. EXECUTIVE SESSION: City Attorney Hoffmann recommended items number 2 and 5 for Executive Session for specific legal issues both related to potential legislation.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 3:12 p.m. to hold a conference with the City’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop
a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

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

MOTION TO ADJOURN  Alderman Bennett MOVED and was SECONDED by Alderman Moates to adjourn the Executive Session at 4:10 p.m.

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

12. ADJOURNMENT:  Mayor Spellman declared the Regular Meeting of the City Council closed at 4:10 p.m.

____________________________  _______________________
Melissa A. Greiner  David D. Spellman
City Clerk  Mayor
1. CALL TO ORDER: The special meeting of the City Council was called to order on Monday, November 28, 2016, at 11:00 a.m. by Mayor Spellman.

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

Absent (Excused): Aldermen Midcap and Torres

Staff present: City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, City Clerk/Administrative Services Director Greiner, Finance Director Hillis, Public Works Director Isbester, and Deputy City Clerk Martin.

3. EXECUTIVE SESSION: City Attorney Hoffmann recommended item number 2 for Executive Session for specific legal issues related to the Demolition Permit Agreement.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 11:01 a.m. to hold a conference with the City’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

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

MOTION TO ADJOURN

Alderman Moates MOVED and was SECONDED by Alderman Johnson to adjourn the Executive Session at 11:20 a.m.

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

The Special Meeting of the City of Black Hawk City Council was reconvened at 11:20 a.m.
4. ACTION ITEM:

A. Resolution 84-2016, A Resolution Approving the Demolition Permit Agreement Between the City of Black Hawk and Monarch Black Hawk, Inc.

Mayor Spellman read the title.

City Attorney Hoffman introduced this item. He said Monarch’s Demolition Permit had a condition for a pedestrian sidewalk for those individuals that are unable or unwilling to be driven by the shuttle that Monarch is providing to the public from the parking garage through the construction area, and that this Agreement would authorize an alternative for that sidewalk. This alternative will allow the demolition to proceed forward and fully indemnifies the City from any liability.

MOTION TO APPROVE

Alderman Moates MOVED and was SECONDED by Alderman Bennett to approve Resolution 84-2016, A Resolution Approving the Demolition Permit Agreement Between the City of Black Hawk and Monarch Black Hawk, Inc.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

5. ADJOURNMENT:

Mayor Spellman declared the Special Meeting of the City Council closed at 11:25 a.m.

Melissa A. Greiner
City Clerk

David D. Spellman
Mayor
COUNCIL BILL 33
ORDINANCE 2016-33
AN ORDINANCE AMENDING
ARTICLE IV OF CHAPTER 4
OF THE BLACK HAWK
MUNICIPAL CODE TO
INCREASE THE SALES TAX
RATE BY ONE-HALF (½)
PERCENT AS APPROVED BY
VOTERS FOR PURPOSES OF
MARKETING AND
PROMOTING THE CITY
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB33
ORDINANCE NUMBER: 2016-33

TITLE: AN ORDINANCE AMENDING ARTICLE IV OF CHAPTER 4 OF THE BLACK HAWK MUNICIPAL CODE TO INCREASE THE SALES TAX RATE BY ONE-HALF (½) PERCENT AS APPROVED BY VOTERS FOR PURPOSES OF MARKETING AND PROMOTING THE CITY

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

Section 1. Subsection (a) of Section 4-41 of the City of Black Hawk Municipal Code, “Purpose,” is amended to read as follows with new language appearing in underline:

(a) The purpose of this Article is to impose a four and one-half percent (4½%) sales tax on the sale of tangible personal property at retail and the furnishing of services and credit sales and exchanges of property at retail as provided in Section 29-2-105(1)(d),C.R.S., upon every retailer in the City, with the revenue generated by one-half (½) percent of such tax being dedicated to marketing and promoting the City through fireworks displays, holiday light displays, public flower boxes, and other general governmental purposes. In addition, this Article shall provide the power necessary to exercise effectively the right to raise revenue that is essential to home rule and self-government. Similarities to state law adopted in this Article are for the purpose of promoting efficiency in the collection of revenue, and, except where prohibited by state law, such matters are declared to be matters of local concern.

Section 2. Section 4-50 of the City of Black Hawk Municipal Code, “Imposition of tax; schedules,” is amended to read as follows with new language appearing in underline:

There is hereby imposed on all sales or exchanges of tangible personal property at retail and the furnishing of services as provided in Section 39-26-104, C.R.S., and credit sales, a tax equal to four and one-half percent (4½%) of the gross receipts and an additional tax equal to one and one-half percent (1½%) of the gross receipts, separately subject to the termination provisions set forth in Section 4-80 below. The tangible personal property, services and credit sales taxable by this Article shall be the same as the tangible personal property, services and credit sales taxable pursuant to Sections 39-26-104 and 39-26-111, C.R.S. The imposition of the tax on individual sales shall be in accordance with schedules set forth in the rules and regulations promulgated by the City Manager by separate ordinance of the City. If any vendor, during any reporting period,
shall collect as a tax an amount in excess of the amount required of his or her total taxable sales, he or she shall remit to the City Manager the full amount of the tax herein imposed and also such excess.

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. Election. The increased tax rate set forth by this Ordinance was approved by the registered electors of the City of Black Hawk at the City's special election coordinated with the County during the November 8, 2016, general election.

Section 6. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective and in force at 12:01 a.m. on January 1, 2017.

READ, PASSED AND ORDERED POSTED this 14th day of December, 2016.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Amendment to the Municipal Code increasing the Sales Tax by One-Half Percent.

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

MOTION TO APPROVE: Ordinance 2016-33, An Ordinance Amending Articles IV of Chapter 4 of the Black Hawk Municipal Code to Increase the Sales Tax Rate by One-Half (1/2) Percent as Approved by Voters for Purposes of Marketing and Promoting the City.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: In November 2016, the electors of the City of Black Hawk approved an increase to the Sales Tax rate by One-Half percent for the purpose of marketing and promoting the City. The attached Ordinance updates the Code to reflect the new Sales Tax Rate.

AGENDA DATE: December 14, 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 2016-33

RECORD: [ ] Yes [X] No

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

SUBMITTED BY: REVIEWED BY:

Lance Hillis, Finance Director

Jack D. Lewis, City Manager
COUNCIL BILL 34
ORDINANCE 2016-34
AN ORDINANCE AMENDING ARTICLES VIII AND IX OF CHAPTER 4 OF THE BLACK HAWK MUNICIPAL CODE TO ADJUST THE TRANSPORTATION DEVICE FEE PAYMENT DUE DATES AND TO IMPLEMENT AN INCREASE IN THE GAMING DEVICE TAX WITH AN ASSOCIATED REBATE
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

COUNCIL BILL NUMBER: CB34  
ORDINANCE NUMBER: 2016-34  

TITLE: AN ORDINANCE AMENDING ARTICLES VIII AND IX OF CHAPTER 4 OF THE BLACK HAWK MUNICIPAL CODE TO ADJUST THE TRANSPORTATION DEVICE FEE PAYMENT DUE DATES AND TO IMPLEMENT AN INCREASE IN THE GAMING DEVICE TAX WITH AN ASSOCIATED REBATE

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

Section 1. Subsection (a) of Section 4-176 of the City of Black Hawk Municipal Code, “Payment of fee,” is amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

(a) The feepayer shall pay the transportation device fee to the Finance Director in twelve (12) monthly payments that are adjusted monthly to collect sufficient revenue to pay the actual cost of providing public transportation facilities, services and programs that primarily serve the gaming areas of the City and which are due on or before the fifteenth twentieth day of each month with the first payment due on or before January 15 20 of each year and the last payment due on December 15 January 20 of each the following year. The feepayer shall be subject to all of the procedures contained in Article IX of this Chapter concerning the payment and nonpayment of the device fee.

Section 2. Section 4-198 of the City of Black Hawk Municipal Code, “Reporting requirements,” is amended as follows with deleted language appearing in strikethrough:

(a) Beginning on April 1, 1993, and on October 1 of each subsequent year, the operator of any equipment or mechanical, electromechanical or electronic contrivance, component or machine used remotely or directly in connection with gaming or any game, including slot machines, video gambling machines, poker table or blackjack table (hereinafter gaming devices) shall provide to the City a written inventory of all gaming devices. If an operator of gaming devices begins operation between April 1, 1993, and October 1, 1993, or after October 1 of any subsequent year, then the written inventory must be provided to the City prior to offering the gaming devices to the public in the same manner as such inventory is reported to the Colorado Division of Gaming or successor agency. The term year is defined as October 1 to September 30.
(b) The operator of any gaming device shall report to the City the number of gaming devices within the licensed premises offered to the public as available for gaming within seven (7) days of any such change in the number of devices offered to the public as available for gaming in the same manner as such change is reported to the Colorado Division of Gaming or successor agency.

(c) For purposes of the imposition of the gaming device tax, a gaming device shall be offered to the public as available for gaming in the same manner as reported by the operator of a gaming device to the Division of Gaming or its successor agency on a monthly basis.

Section 3. Section 4-199 of the City of Black Hawk Municipal Code, “Imposition of gaming device tax,” is amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

(a) For purposes of the occupational tax imposed in Paragraph 4-192(b)(1) of this Article, the occupational tax shall become due and payable when the Colorado Division of Gaming issues a device tax stamp for the gaming device, or beginning May 16, 2002, prior to offering a gaming device is available to the public for use.

(b) Beginning on April 1, 1993, an operator of gaming devices shall pay an occupational tax on all the gaming devices prior to offering any gaming device to the public for use for that year. The amount shall be prorated as if September 30, 1993, is the end of the year.

(c) Beginning on October 1, 1993, and every subsequent October 1, an operator shall pay an occupational tax on all the gaming devices prior to offering any gaming device to the public for use for that year.

(d) If a gaming device is offered to the public for use during a year, an operator shall immediately pay the occupational tax on the gaming device.

(e) The operator of a gaming device may arrange with the City to make payments of the occupational tax. The amount of the tax will be calculated according to Section 4-201 of this Article.

Section 4. Subsection (c) of Section 4-201 of the City of Black Hawk Municipal Code, “Payment of gaming device tax,” is amended as follows with deleted language appearing in strikethrough:

(c) For prorated gaming device taxes that are paid monthly, the amount shall be divided by the number of remaining months in the year. The number of remaining months shall include the unexpired month in which a gaming device is offered to the public for use. The first payment shall be payable when a gaming device is offered to the public for use. All subsequent payments
shall be payable on the dates specified in this Section. If there remains only one (1) month in the year, then the entire occupational tax is due and payable upon issuance of the revenue receipt. If the operator fails to pay any monthly occupational tax as required by this Article, then the entire remaining tax is immediately due and payable.

Section 5. Section 4-202 of the City of Black Hawk Municipal Code, “Financial hardship,” is deleted in its entirety and the section number reserved.

Section 6. Section 4-206 of the City of Black Hawk Municipal Code, “Gaming tax rebate,” is deleted in its entirety and the section reserved.

Section 7. Section 4-207 of the City of Black Hawk Municipal Code, “Device tax increase authorized,” is amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

(a) In addition to the gaming device tax authorized by the other provisions of this Article IX of Chapter 4, the City Council hereby imposes, effective January 1, 2014 2017, an increase in the device tax levied by the City in an amount of one hundred ninety-five dollars ($195.00) three hundred dollars ($300.00) per device.

(b) Said device tax increase, to the extent it is imposed, shall be used for any lawful purpose of the City including, but not limited to, funding capital improvement projects, economic development projects, debt service and core City services in an amount intended to offset the cost of the debt authorized by the registered electors of the City at the November 5, 2013 special election.

(c) Beginning January 1, 2017, a device tax rebate shall be provided to all operators of gaming devices when the number of devices reported in the previous month exceeds the budgeted revenue for each budgetary year as approved by City Council attributable to the device tax. The rebate would only occur in the months when the number of devices generates more than the adopted budget.

Section 8. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of 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 9. 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 10. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 14th day of December, 2016.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Amendment to the Municipal Code regarding Device Fees and Associated Rebates.

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

MOTION TO APPROVE: Ordinance 2016-34, An Ordinance Amending Articles VIII and IX of Chapter 4 of the Black Hawk Municipal Code to adjust the Transportation Device Fee Payment Due Dates and to Implement an Increase in the Gaming Device Tax with an Associated Rebate.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: With the recent decline in the number of devices available for play in Black Hawk, changes to device fees are necessary to balance the Annual Budget. Additionally, a rebate mechanism has been developed to insure the City collects budgeted revenue, but not more.

AGENDA DATE: December 14, 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 2016-34

RECORD: [ ] Yes [X] No

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

SUBMITTED BY: REVIEWED BY:

Lance Hillis, Finance Director Jack D. Lewis, City Manager
COUNCIL BILL 35
ORDINANCE 2016-35
AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS AND THE CITY OF BLACK HAWK/BLACK HAWK POLICE DEPARTMENT
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB35
ORDINANCE NUMBER: 2016-35

TITLE: AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS AND THE CITY OF BLACK HAWK/BLACK HAWK POLICE DEPARTMENT

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 the Agreement between the Board of County Commissioners of the County of Douglas and the City of Black Hawk/Black Hawk Police Department, 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 14th day of December, 2016.

__________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Ordinance approving an amendment to an existing Intergovernmental Agreement between the City of Black Hawk and the Board of County Commissioners of the County of Douglas, State of Colorado which grants access to a web-based system sex offender database called SOTAR. SOTAR is a system shared by law enforcement to manage and exchange information regarding sex offenders. The amendment required the Black Hawk Police Department to adhere to new web-based security procedures.

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

MOTION TO APPROVE Council Bill # 35, An Ordinance approving the First Amendment to the Agreement Between the Board of County Commissioners of the County of Douglas and the City of Black Hawk/Black Hawk Police Department.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Douglas County has developed a web-based interactive software program called SOTAR to manage and exchange information regarding sex offenders, which is shared by several law enforcement agencies in the State of Colorado. Participating agencies enter information on known sex offenders into the shared database restricted to law enforcement agencies. Sex offenders are required to register with local police departments and this central database makes it easier to track and monitor sex offenders as they move from one jurisdiction to another. Electronic files on known sex offenders can be easily updated and reassigned to new jurisdictions as sex offenders move to new residences. The Black Hawk Police Department has participated in SOTAR under previous agreements authorized by the Black Hawk Board of Aldermen. The Black Hawk Police Department is being asked to enter into a new amended intergovernmental agreement to continue to receive access to the software. The amended agreement clarifies security policies and procedures mandated by the FBI Criminal Justice Information Services Security Policies. The current agreement is the first amendment to the previous agreement signed in 2013 by the Black Hawk Board of Aldermen. Black Hawk’s IT Department has reviewed the procedures and believes they are reasonable and prudent. The new amendment and the original agreement are attached, only the amendment requires approval.

AGENDA DATE: December 14, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [x] Yes [ ] No

STAFF PERSON RESPONSIBLE: Chief Stephen Cole
DOCUMENTS ATTACHED:  First Amendment Intergovernmental Agreement

RECORD:  [ ] Yes  [x] No

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

SUBMITTED BY:  

__________________________ __________________________________
Steve Cole, Police Chief  Jack D. Lewis, City Manager
FIRST AMENDMENT TO AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF DOUGLAS AND THE
CITY OF BLACK HAWK/BLACK HAWK POLICE DEPARTMENT

THIS FIRST AMENDMENT made this ___ day of __________, 20 __, by and between the Board of County Commissioners of the County of Douglas, State of Colorado ("DOUGLAS COUNTY"), and the CITY OF BLACK HAWK/BLACK HAWK POLICE DEPARTMENT hereinafter referred to as ("USER"), hereinafter referred to jointly as the Parties ("PARTIES"), and

WHEREAS, DOUGLAS COUNTY developed a web-based interactive software program called SOTAR™ to manage and exchange information regarding sex offenders; and

WHEREAS, although the PARTIES entered into an Agreement granting the USER access to the SOTAR™ SYSTEM, there are now certain FBI Criminal Justice Information Services (CJIS) Security Policies that must be adhered to when accessing the SOTAR™ SYSTEM for LEA purposes; and

WHEREAS, effective upon the execution of this Amendment, the USER agrees to adhere to the following when accessing the SOTAR™ SYSTEM:

1. CCIC OSN Validation – Individuals authorized to access SOTAR will have a unique and active OSN that is validated and authorized by the Colorado Bureau of Investigation. Individuals will not share logins. USER is responsible for inactivating users who leave the agency or are otherwise ineligible for access to CJIS protected data.

2. IP Registration – Individuals in USER agency shall access the SOTAR™ SYSTEM from an approved and valid IP Address that has been pre-determined by USER’S IT Department. A single address may be entered, or a range from which your device may connect to the SOTAR™ SYSTEM.

3. USER will adhere to the current CJIS Security Policy regarding the proper access, use, and dissemination of Criminal History Record Information and associated procedures.

4. USER Agency’s Jurisdiction Administrator has the ability to enter this information if available. If these conditions are not met, SOTAR™ SYSTEM access will be limited to non-CJIS information using the public view of the system.

5. All conditions of the initial agreement remain in full force and effect.

THEREFORE, IN WITNESS WHEREOF, the PARTIES hereto have executed this Amendment the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO:

BY: ________________________________
Tony G. Spurlock, Sheriff

Date: ______________________________

APPROVED AS TO LEGAL FORM

_______________________________
Kelly Dunnaway, Deputy County Attorney

Date: ___________________________
CITY OF BLACK HAWK/BLACK HAWK POLICE DEPARTMENT:

David D. Spellman
Mayor
Date:____________________

ATTEST:

Date:____________________

APPROVED AS TO LEGAL FORM:

Date:____________________
COUNCIL BILL 36
ORDINANCE 2016-36
AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE GILPIN AMBULANCE AUTHORITY REGARDING MAINTENANCE OF THE AUTHORITY'S AMBULANCES
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

COUNCIL BILL NUMBER: CB36  
ORDINANCE NUMBER: 2016-36  

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

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

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

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

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

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

READ, PASSED AND ORDERED POSTED this 14th day of December, 2016.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: Approve Council Bill 36, an Ordinance Authorizing the execution of the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority regarding fleet maintenance services.

RECOMMENDATION: If City Council chooses to approve Council Bill 36, an Ordinance authorizing the execution of the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority, the recommended motion is as follows: “Approve Council Bill 36, an Ordinance Approving the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority regarding maintenance of the Authority’s ambulances”.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City provides fleet maintenance for the Gilpin Ambulance Authority. The Authority utilizes the City Fleet Maintenance Department for all of their service as it is convenient and more cost effective. An informal survey of in town shops was conducted to verify our hourly rate was competitive. The Fleet rate is set this year at $98/hour billed in full one hour increments. All parts are invoiced to the Authority at cost.

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

WORKSHOP DATE: December 14, 2016

ORIGINATED BY: Tom Isbester

STAFF PERSON RESPONSIBLE: Tom Isbester/Steve Jackson

PROJECT COMPLETION DATE: December 31, 2017

DOCUMENTS ATTACHED: IGA

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

SUBMITTED BY: REVIEWED BY:

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

THIS AGREEMENT (the "Agreement") is made and entered into this ________ day of ________________, 2016, by and between the CITY OF BLACK HAWK, a home rule municipality of the State of Colorado ("Black Hawk"), and Gilpin Ambulance Authority, a body corporate and politic of the State of Colorado (the "Authority").

WITNESSETH

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

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

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

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

1. Scope of Work and Consideration.

a. Black Hawk shall furnish all labor, materials, equipment and maintenance necessary to service the Authority's vehicles, as the same are identified by the Authority from time to time (the "Authority's Vehicles"). In consideration for servicing the Authority's Vehicles, the Authority shall pay Black Hawk at a rate of Ninety Eight Dollars ($98.00) per hour billed in full one hour increments for labor and associated administrative costs, plus reimbursement for the actual cost of parts.

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

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

3. Personnel are Black Hawk Employees. The staff of mechanics shall at all times be Black Hawk employees. Black Hawk shall pay all insurance, worker's compensation, and other Black Hawk benefits to such employees. The staff of mechanics shall be under the supervision and control of Black Hawk. The Authority shall report performance problems to the Public Works Director.

12/2/16
H:\Fleet\ambulance2017\Authority Ambulance Maintenance IGA-2017.doc

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

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

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

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

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

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

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

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

8. Date of Commencement. This Agreement shall commence on January 1, 2017.

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

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

11. Term and Renewal.

a. The initial term of this Agreement shall be through and until December 31, 2017.

b. The parties have the mutual option to renew this Agreement on the same terms and conditions for unlimited one-year terms.

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

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

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

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

15. Insurance.

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

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

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

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

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

f. Black Hawk and the Authority further understand and agree that Black Hawk and the Authority, their officers, and their employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently 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. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to Black Hawk and the Authority, their officers, their employees, or agents.

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

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

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

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

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

**CITY OF BLACK HAWK, COLORADO**

__________________________
David D. Spellman, Mayor

ATTEST:

__________________________
Melissa A. Greiner, City Clerk

**GILPIN AMBULANCE AUTHORITY**

__________________________
Buddy Schmalz, President

ATTEST:
EXHIBIT A
FLEET MAINTENANCE SERVICE

1) Lube, Oil and filter changes
2) Tire repair and Tire replacement and balancing
3) Brake repairs
4) Tune-ups
5) Replacement of belts and hoses
6) Fuel injection cleaning
7) Replacement of starters and alternators
8) Minor exhaust repairs
9) Head light, tail light, and emergency equipment repairs or replacement
10) Cooling system repairs including water pumps, heater cores, radiators
11) Suspension repairs, springs, struts, shocks, ball joints, tie rod ends, etc.
12) Vehicle chassis electrical system
13) Hydraulic repairs or replacements
14) Radio repairs
15) Welding and Machine work
16) Bumpers Front and rear replacements
COUNCIL BILL 37
ORDINANCE 2016-37
AN ORDINANCE APPROVING
THE LEASE AGREEMENT
WITH PITNEY BOWES
GLOBAL FINANCIAL
SERVICES, LLC FOR THE
USE OF POSTAL EQUIPMENT
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: 37
ORDINANCE NUMBER: 2016-37

TITLE: AN ORDINANCE APPROVING THE LEASE AGREEMENT WITH PITNEY BOWES GLOBAL FINANCIAL SERVICES, LLC FOR THE USE OF POSTAL EQUIPMENT

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

Section 1. The Lease of Postal Equipment between the City and Pitney Bowes Global Financial Services, LLC is hereby approved, and the Mayor is authorized to execute the Lease Agreement authorizing the City to enter into the Agreement in accordance with C.R.S. § 31-15-801.

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 14th day of December, 2016.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Pitney Bowes Contract – Postal Meter Machine

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

MOTION TO APPROVE CB37-2016, An Ordinance Approving the Lease/Purchase Agreement with Pitney Bowes for Postal Meter Equipment

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City’s lease/purchase for the current Pitney Bowes postage meter machine expired in September 2016. Administrative Services staff researched four (4) vendors of comparable equipment and services. Staff recommends continuing with Pitney Bowes as only one (1) other vendor responded. Their quote was equal to Pitney Bowes in price but offered inferior equipment. Pitney Bowes equipment and service are proven and reliable. The new meter machine will calculate UPS rates as well as USPS, which will save considerable staff time. The annual rate on the sixty (60) month lease is $3,525.00 which reflects an annual increase of $589 which is the first rate increase the City has received in eight (8) years.

AGENDA DATE: December 14, 2016
WORKSHOP DATE: October 26, 2016
FUNDING SOURCE: Repairs & Maintenance / Equipment Maintenance 010-1302-413-4506

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk/Administrative Services Dir

DOCUMENTS ATTACHED: Lease/Purchase Agreement

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner
City Clerk/Administrative Services Director

Jack D. Lewis
City Manager
# STATE AND LOCAL TERM RENTAL AGREEMENT

## Your Business Information

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## Your Business Needs

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<td>SendPro P Series Mono Print Module</td>
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<td>Mailstream Intellilink Services</td>
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<td>MP3W</td>
<td>30lb weighing platform</td>
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<td>MSD1</td>
<td>10&quot; Color Touch Display</td>
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<td>MW90007</td>
<td>SendPro P Series Drop Stacker</td>
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<tr>
<td>1</td>
<td>MW97182</td>
<td>Wireless LAN Adapter</td>
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**Quote Expiration Date**: 2016-12-30

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See Pitney Bowes Terms for additional terms and conditions

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**Your Payment Plan**

<table>
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<tr>
<th>Initial Term: 60 months</th>
<th>Initial Payment Amount:</th>
<th>Billed Quarterly at*</th>
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<tr>
<td>Number of Months</td>
<td>Monthly Amount</td>
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<td>$293.75</td>
<td>$881.25</td>
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*Does not include any applicable sales, use, or property taxes which will be billed separately.

**Your Signature Below**

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body’s denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 8/16), which are available at [www.pb.com/statelocalloptterms](http://www.pb.com/statelocalloptterms) and are incorporated by reference. The term lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at [www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html](http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html). Those additional terms are incorporated by reference.

Not Applicable

State/Entity’s Contract#  

Lessee Signature  

Print Name  

Title  

Date  

Email Address  

Pitney Bowes Signature  

Print Name  

Title  

Date  

Email Address
LEASE TERMS AND CONDITIONS

This is a lease with Pitney Bowes Global Financial Services LLC (PBGFS), Pitney Bowes’ leasing company. PBGFS provides leasing options to our customers. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI) as stated in the Pitney Bowes Terms. Due to federal regulations, only PBI can own an IntelliLink® Control Center or Meter. Therefore, those items are rented to you, rather than leased. Unlike the other equipment you may lease from us, you cannot purchase an IntelliLink Control Center or Meter at the end of the Agreement.

L1. DEFINITIONS
L1.1 All capitalized terms that are not defined in this document are defined in the “Definitions” section of the Pitney Bowes Terms.

L2. AGREEMENT
L2.1 You are leasing the Equipment listed on the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L2.2 You may not cancel this Lease for any reason. All payment obligations are unconditional.

L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the “Default and Remedies” section of the Pitney Bowes Terms.

L2.4 We authorize you to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS
L3.1 We will invoice you in advance each quarter for all payments on the Order (each, a “Quarterly Payment”), except as provided in any SOW attached to this Agreement.

L3.2 Your Quarterly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.

L3.3 If you request, your IntelliLink Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments (“PBI Payments”) will be included with your Quarterly Payment and begin with the start of the Lease Term. Your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP
L4.1 We own the Equipment. PBI owns any IntelliLink Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

L5. LEASE TERM AND INTERIM USAGE PERIOD
L5.1 The Lease term is the number of months stated on the Order, plus any Interim Usage Period (“Lease Term”). The Interim Usage Period is the period between the date your Equipment is delivered and the first month of the subsequent calendar quarter.

L5.2 If you use the Equipment during the Interim Usage Period, you agree to pay the prorated portion of your Quarterly Payment.

L6. END OF LEASE OPTIONS
L6.1 During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options:

(a) enter into a new lease with us;

(b) purchase the Equipment “as is, where is” for fair market value;

(c) return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack and return them in the return box with and the shipping label provided by us and, in either case, pay us our then applicable processing fee.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 120 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY
L7.1 WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with (and we assign to you our rights in) the limited warranty in the Pitney Bowes Terms.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PURTIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS
L8.1 Condition and Repairs: You will keep the Equipment free from injury and any extraordinary wear and tear excepted. You agree to repair or replace the Equipment at your own expense upon our request. You will immediately notify us in writing of any Loss.

L8.2 Inspection. We may inspect the Equipment and any related records during normal business hours. You will provide us with reasonable access and cooperation at your expense.

L8.3 Repairs. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

Because we own the equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You can demonstrate to us that the equipment will be protected either by showing us that your insurance will cover the equipment or by enrolling in our fee-based ValueMAX program. The terms of that program are listed in Section L9.2.

L9.1 Risk of Loss.

(a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary or extraordinary wear and tear included. You will immediately notify us of any Loss, but you will not be responsible for any Loss occurring before the date of such written notice.

(b) We will provide written notification to you if we determine that the Equipment is beyond repair. If the Equipment is not repaired or replaced within 120 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of your lease, you will be required to return the Equipment.

L9.2 ValueMAX Program.

(a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.

(b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).

(c) If you do not respond with evidence of insurance within the time frame specified in the notification, we may immediately include the Equipment in the ValueMAX program.

(d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.

(e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Lease.

(f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. MISCELLANEOUS
L10.1 If more than one lessee is named in this Lease, liability is joint and several.

L10.2 You, and any principal, owner, officer or guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information. Each of these persons authorizes us to obtain credit reports on them now and in the future.

L10.3 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L10.4 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.
GENERAL TERMS

The following provisions apply to any transaction you enter into with Pitney Bowes. Other provisions in the Pitney Bowes Terms may also apply, depending on your transaction. Please read these provisions carefully as they constitute part of your agreement with Pitney Bowes.

G1. HOW TO CONTACT US
G1.1 To obtain Maintenance Service, please either:
(a) place a request for service on PBI’s website at www.pb.com, under Customer Support; or
(b) call PBI’s toll-free response center (the “Customer Care Center”) at 1-800-522-0020 (Monday - Friday, 8am – 8pm ET, excluding PBI-observed holidays).

G1.2 In the event you wish to cancel your Meter rental or you do not wish to renew your Maintenance Service after the Initial Term, please send written notice by mail to: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. (See Section S4.3 for details).

G1.3 To cancel your Soft-Guard® Subscription, please contact us at 1-800-228-1071 (Monday – Friday, 8:30am - 5:30pm CT, excluding PBI-observed holidays).

G2. DEFINITIONS

The following terms mean:
* **Agreement** - the Order, any applicable terms and conditions referred to in the Order and any attached exhibits.
* **Bank** - The Pitney Bowes Bank, Inc.
* **Consumable Supplies** - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.
* **Covered Equipment** - the equipment leased, rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any IntelliLink® Control Center or Meter, or any standalone software.
* **Delivery Date** - the date the Equipment or other item is delivered to your location.
* **Effective Date** - the date the Order is received by us.
* **Equipment** - the equipment listed on the Order, excluding any IntelliLink Control Center or Meter, and any standalone software.
* **Initial Service Term** - the twelve (12) months Immediately following the start of the Lease, or longer as provided on the Order.
* **Install Date** - the date the Equipment or other item is installed at your location.
* **IntelliLink Control Center** or **Meter** - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+® mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.
* **Lease** - the Order and the Lease terms and conditions attached to the Order.
* **Lease Term** - shall have the meaning stated in the Lease.
* **Maintenance Service** - the maintenance service tier for the Covered Equipment selected by you on the Order, excluding software maintenance.
* **Normal Working Hours** - 8 a.m. – 5 p.m., Monday - Friday, excluding PBI-observed holidays, in the time zone where the Equipment or other items are located.
* **Order** - the executed agreement between the applicable Pitney Bowes company and you for the equipment covered by the Order.
* **PBGFS** - Pitney Bowes Global Financial Services LLC.
* **PBI** - Pitney Bowes Inc.
* **PBI Equipment** - PBI-branded equipment.
* **Pitney Bowes** - the PBI, PBGFS and their respective subsidiaries.
* **Print Engine(s)**, **Print Engine Components** - the print engine(s), print engine components (such as ink) that results in (i) a failure to print indicia, text, or images.
* **Proprietary Information** - any information, know-how, process, machine, software, trade secret, or other information, technical or commercial, which is not made generally available to the public at the time of disclosure to PBI or is known only to PBI and/or its authorized representatives.
* **Rate** - the electronic rate code to be uploaded to a PBGFS device.
* **Rate Engine** - the software used to capture rate data and feed it to the PBI product.
* **Rate Update** - the process of updating the Rate Engine or the PBI product or a combination of both.
* **Software** - the software controlled by the Print Engine(s), including but not limited to, the Print Engine(s)’ operating system.
* **SOW** - a Statement of Work you enter into with us.
* **Third Party Equipment** - equipment manufactured by a party other than PBI.
* **Use** - the use of Equipment monthly.

G3. WARRANTY

G3.1 (a) PBI warrants that the PBI Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of ninety (90) days from the Install Date (the “Warranty Period”).
(b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
(c) As your sole remedy in the event of a warranty claim, we will either repair or replace the Equipment or, in the case of defective Maintenance Service, reperform the Maintenance Service.

G3.2 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELVES AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT OR SERVICES PROVIDED.

G3.3 THIRD PARTY EQUIPMENT. PBI MAKES NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. PBI AGREES TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT SUCH WARRANTIES ARE TRANSFERABLE.

G4. LIMITATION OF LIABILITY

G4.1 PBIS TOTAL LIABILITY (INCLUDING ANY LIABILITY OF ITS SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU TO PBI FOR THE APPLICABLE EQUIPMENT OR SERVICES IN THE 12 MONTHS BEFORE THE EVENT THAT GIVES RISE TO THE CLAIM, EXCEPT FOR THE LIQUIDATED DAMAGES THAT MAY BE APPLICABLE TO SLA TIER 3 (SEE SECTION S2.3 OF THE SLA).
G4.2 NEITHER PBI NOR ITS SUPPLIERS IS LIABLE FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT, OR YOUR NEGLIGENT ACTS OR OMISSIONS.
G4.3 NEITHER PBI NOR ITS SUPPLIERS IS LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA, OR GOODWILL FOR ANY MATTER RELATING TO THIS AGREEMENT.
G5. DEFAULT AND REMEDIES
G5.1 Default. You are in immediate default if you do not make any payment when due, you breach any other obligation under this Agreement, you become insolvent or file for bankruptcy, or are in default under any agreement with PBI or PBGFS.

G5.2 Remedies. Upon your default, we may:
(a) cancel this Agreement and any other agreements PBGFS or PBI has with you;
(b) require immediate payment of all payments due under a Lease(s) or other agreements, whether accrued or due in the future;
(c) disable the IntelliLink Control Center or Meter;
(d) require you to return the Equipment and IntelliLink Control Center or Meter;
(e) if you do not return the Equipment and IntelliLink Control Center or Meter, require you to make immediate payment of an amount equal to the remaining value of the Equipment, IntelliLink Control Center or Meter at the end of the Lease Term, as determined by us;
(f) charge you a late charge for each month that your payment is late;
(g) charge you interest on any late payment from its due date until paid in full at the lesser of 18% per year or the maximum rate allowed by law;
(h) charge you a check return fee for payments made by you with insufficient funds;
(i) reasonably attempt to mitigate our damages and costs in the event of your default, although you acknowledge that we are not obligated to do so; and
(j) pursue any other remedy, including repossessing the Equipment without notice to you. By repossessing the Equipment, IntelliLink Control Center or Meter, we are not waiving our right to collect the balance due.

G5.3 Enforcing Our Rights. You agree to pay all our costs, including attorneys' fees, in enforcing our rights under the Agreement with you.

G5.4 Suspension of Services. PBI reserves the right to suspend any services during any period in which your account is more than thirty (30) days past due.

G6. TAXES
G6.1 You agree to pay Pitney Bowes for all charges and taxes (other than taxes on or measured by net income) calculated as set forth below, related to the Lease or based on or measured by the lease transaction, payments under the Lease, the Equipment or Equipment location, the Meter or Meter location or services provided in connection with the lease transaction, including but not limited to sales/use and property type taxes. Pitney Bowes will determine the value of the Equipment, the value of the Meter and the amount of such taxes to be charged to you. Such determinations will reflect a reasonable value of the Equipment or of the Meter or the actual taxes and depreciation thereon. The taxes and depreciation to be charged on the Equipment and the Meter may reflect certain average tax rates, different depreciation schedules or some other calculation. You agree to pay a processing, billing and tracking fee and administrative charge to be determined by Pitney Bowes which may not bear a relationship to the tax charged or services performed, but such fee and charge shall in no event exceed in the aggregate $35 for each year for each Lease schedule.

G7. EMBEDDED SOFTWARE
G7.1 Our Embedded software may contain embedded software. You agree that: (i) PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) you are licensed only to use the embedded software with our Equipment in which the embedded software resides; (iii) you will not copy, modify, de-compile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that may accompany such third party software.

G8. INTERNET ACCESS POINT
G8.1 The Connect+ Series Equipment may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ Series Equipment and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

G9. MISCELLANEOUS
G9.1 Force Majeure. We are not responsible for any delay or failure to perform resulting from causes beyond our control.

G9.2 Assignment. You may not assign this Agreement without our prior written consent. Upon your default, we may assign this Agreement to any other person.

G9.3 No Right to Setoff. Payments are not subject to setoff or reduction.

G9.4 Legal Action. ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS AGREEMENT.

G9.5 Merger: Amendment: Severability. The Agreement incorporates all of the terms agreed to by both parties and can only be changed by written agreement. You may use the purchase order to offer to obtain Equipment or services but you agree that none of the provisions of your purchase order will add to, modify or supersede these provisions unless we expressly agree in writing. If one or more provisions of this Agreement are deemed to be invalid or unenforceable, the remaining provisions will not be affected.

G9.6 Survival. Our respective rights and obligations under Section G4 (Limitation of Liability), G5 (Default and Remedies) and G6 (Taxes) survive termination of the Agreement.

G9.7 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

SERVICE LEVEL AGREEMENT (SLA)

The following provisions describe the Service Level Agreement ("SLA") tiers that PBI offers on Covered Equipment (excluding software). The SLA tier you select will be listed on the Order. A separate Software License and Maintenance Agreement ("SMA") covers software maintenance and will be attached to the Order if you are acquiring software.

S1. DEFINITIONS
All capitalized terms that are not defined in these provisions are defined in the "Definitions" section of the General Terms.

S2. SERVICE LEVEL TIERS
The following describes the three SLA tiers offered by PBI for the Covered Equipment.

S2.1 Tier 1

(a) General. Under Tier 1, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (as defined in Section S4.2) of the "Maintenance Service Term." You are also entitled to two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or preventative maintenance service calls may be made at your initiation.
(b) **Obtaining Service.** You can obtain service online or by telephone as set forth in the “How to Contact Us” section of the General Terms.

(c) **Replacement Service.**

(i) If PBI determines that replacement is necessary, PBI will, at no additional cost, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment.

(ii) Within five (5) days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI.

(iii) You are responsible for the return of Covered Equipment until PBI receives it.

(d) **Repair Service.**

(i) If PBI determines that repair service is necessary, PBI may provide repair by remote access, diagnostics and coordinated remote service, or by on-site repair service.

(ii) Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies.

(iii) PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available.

(iv) If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You will not incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent.

S2.3 Tier 3

(a) If you select Tier 3, PBI will provide the following support:

(i) All coverage provided under Tier 1, PLUS:

(ii) **Preventive Maintenance Services.** PBI will perform maintenance on the Covered Equipment at regular intervals.

(iii) **Response Time Commitment.**

1. If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site within four (4) hours (during Normal Working Hours only) of PBI’s receipt of the call at the Customer Care Center (the “Response Time Commitment”).

2. The Response Time Commitment relates solely to the arrival of a technician at your location; it is not a guaranteed resolution of the problem within the four (4) hour time period, nor does it guarantee that all parts necessary to make a repair will be on-site within this time frame.

3. The Response Time Commitment does not apply to Service designated as service by replacement, software maintenance, preventive maintenance, operator training, or other services not essential to repair the Covered Equipment. These services will be scheduled in advance.

4. If the Covered Equipment is moved from its original location, PBI may remove the Response Time Commitment. If this happens, you will receive a refund equal to the difference between the cost of the Response Time Commitment and the cost of maintenance coverage without this obligation.

S2.4 Connect+ Advantage

(a) If you select Connect+ Advantage, PBI will provide the following support:

(i) All coverage provided under Tier 2 PLUS:

(ii) If you select Tier 3 in addition to Connect+ Advantage, coverage provided under Tier 3.

(b) Connect+ Advantage is only available for items listed with a # next to the description.

S3. FEES

S3.1 You will pay the fees for the Initial Service Term, and any Renewal Service Term(s). These fees are incorporated into your payment cycle (e.g., Quarterly Payment for leased equipment).

S3.2 **Late Fees.** Our remedies for your failure to pay on time are set forth in the “Default; Remedies” section of the General Terms.

S3.3 **Fees for Services Not Covered by this SLA.** If the service technician provides service for repairs caused by one of the conditions listed in Section S6.1(a)(ii), PBI will charge you for the service at PBI’s current hourly rates and for any required parts.

S4. MAINTENANCE SERVICE

S4.1 **Term.** PBI will provide you with Maintenance Service for the Initial Service Term and any Renewal Service Terms.

S4.2 **RENEWAL SERVICE TERM(S).** MAINTENANCE SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE (1) YEAR TERMS (EACH, A “RENEWAL SERVICE TERM”), UNLESS:

(a) YOU TERMINATE MAINTENANCE SERVICE AS SPECIFIED IN SECTION S4.3 AT LEAST SIXTY (60) DAYS PRIOR TO THE RENEWAL OF THE TERM; OR

(b) YOUR LEASE EXPIRES OR IS TERMINATED (IN WHICH CASE, THE MAINTENANCE SERVICE TERM WILL TERMINATE ON THE SAME DAY AS THE LEASE); OR

(c) THE RENEWAL IS PROHIBITED BY APPLICABLE LAW.
S.3 Ending Your Maintenance Service.
   (a) If you do not wish to renew Maintenance Service, you must deliver a written notice (including your account number) (the “Termination Notice”) by Certified Mail™ to the address listed in the “How to Contact Us” section of the General Terms. Your Termination Notice must include your customer account number and lease number (if applicable), and is effective ten (10) business days after PBI receives it.
   (b) PBI reserves the right not to renew your SLA at any time and for any reason.

S.4 Maintenance Service Changes.
   (a) PBI may modify its Maintenance Service by giving written notice to you (a “Maintenance Change Notice”), which will state whether the change is material.
   (b) After receiving a Maintenance Change Notice, if the change is material, you may terminate Maintenance Service as described in Section S.3 above.

S.5 WARRANTIES; LIMITATION OF LIABILITY
   S.5.1 The warranty for the Equipment and services as well as PBI’s Limitation of Liability are set forth in the applicable section of the General Terms.

S.6 ADDITIONAL MAINTENANCE TERMS
   S.6.1 These terms apply to all Maintenance Service tiers:
      (a) Limitations. Maintenance Service does not include:
         (i) software maintenance and/or updates; and
         (ii) services and repairs that are made necessary due to:
            (A) negligence or accident, damage in transit, virus contamination and loss of data;
            (B) use of Covered Equipment in a manner not authorized by this SLA or the Equipment user guide;
            (C) natural causes such as fire or flood as well as other causes outside of PBI’s control;
            (D) use of Covered Equipment in an environment with unsuitable humidity and/or line voltage;
         (E) loss of electrical power, power fluctuation, operator error;
         (F) sabotage, repair or attempted repair by anyone other than PBI;
         (G) the use of third party supplies (such as ink), hardware, or software resulting in; (i) damage to the Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images;
         (H) failure to use applicable software updates; or
         (I) use of Covered Equipment with any system for which PBI has advised it will no longer provide support or has advised is no longer compatible.

   S.6.2 Additional Exclusions. Unless covered under one of the above maintenance tiers, Maintenance Service excludes the supply of rate program software for electronic scales and weighing systems; software maintenance and/or updates and consumable supplies for all levels of service, including printheads for Meters and IntelliLink Control Centers.

   S.6.3 Replacement Equipment.
      (i) If you replace any of your Covered Equipment during the Maintenance Service Term, and the replacement Equipment qualifies for maintenance services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI’s then current annual rates.
      (ii) If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for any qualifying attachment or unit and adjust your rate accordingly.
      (iii) If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Maintenance Service with respect to the item within thirty (30) days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI’s current rates.

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EQUIPMENT AND POSTAGE METER RENTAL TERMS AND CONDITIONS

The following provisions apply whenever you acquire an IntelliLink® Control Center or Meter from Pitney Bowes. Other terms may also apply, depending on the transaction.

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R1. DEFINITIONS
All capitalized terms that are not defined in these provisions are defined in the “Definitions” section of the General Terms.

R2. EQUIPMENT RENTAL AND INTELLILINK® SUBSCRIPTION (METER RENTAL)

R2.1 Fees.
   (a) If you are not leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental ("rental") and IntelliLink Subscription fees listed on the Order.
   (b) After the Initial Term, we may increase the rental and IntelliLink Subscription fees upon 30 days prior written notice.
   (c) When you receive notice of an increase, you may terminate your rental only as of the date the increase becomes effective.

R2.2 Postage.
   (a) To obtain postage for your Meter, you must contact our Postage By Phone® data center.
   (b) You may transfer funds to the Bank for deposit into a Postage By Phone® Reserve Account that you maintain at the Bank ("your Reserve Account") or you may transfer funds to the United States Postal Service ("USPS") through a lockbox bank ("Lockbox Bank"). See the "USPS Acknowledgment of Deposit" section of the General Terms for more information.
   (c) After the Initial Term, we may increase postage refill fees upon 30 days prior written notice.

(d) If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power®), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your IntelliLink Subscription fees.

R2.3 Meter Repair or Replacement.
   (a) If the Meter malfunctions or fails due to reasons other than your negligence or accident, usage which exceeds our recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, service by anyone other than us, or the use of third party supplies (such as third party ink) resulting in damage to the Meter, we will repair or replace the Meter.

R2.4 Terms of Use: Federal Regulations.
   (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any user documentation and (iii) all USPS regulations.
   (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
   (c) You agree to use only attachments or printing devices authorized by us.
   (d) You must receive our written consent before moving the Equipment or Meter to a different location.
(e) Federal regulations require that we own the Meter.

(f) Tampering with or misusing the Meter is a violation of federal law.

(g) Activities of the USPS including the payment of refunds for postage by the USPS to customers will be made in accordance with the current Domestic Mail Manual.

(h) If the Meter is used in any unlawful scheme, or is not used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter rental may be revoked. You acknowledge that any use of this Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to $10,000 (18 U.S.C. 1001) and a civil penalty of up to $5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes.

(i) You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to Us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft.

(j) You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

R2.5 Rate Updates and Soft-Guard® Program

(a) Your Meter or Equipment may require periodic rate information updates that you can obtain under our Soft-Guard program, or you will receive individual rate updates as a separate charge.

(b) If you have purchased a Soft-Guard Subscription, we will provide up to 6 rate updates during each 12 month period following the date of installation of the Equipment.

(c) We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change.

(d) Your Soft-Guard Subscription does not cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to Equipment relocation.

(e) If your Soft-Guard Subscription has expired, or if you have received the maximum number of rate updates under your Soft-Guard Subscription, you will be billed for any additional rate update you request.

(f) You can also renew the Soft-Guard Subscription by contacting PBI online or by telephone at the address and numbers set forth in the “How to Contact Us” section of the General Terms.

R2.6 Warranty

(a) The warranty for the Equipment and services is set forth in the “Warranty” section of the General Terms.

R2.7 Limitation of Liability

(a) PB1’s limitation of liability is set forth in the “Limitation of Liability” section of the General Terms.

R2.8 Collection of Information

(a) You authorize us to access and download information from your Meter. We may disclose this information to the USPS or other authorized governmental entity.

(b) We will not share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order.

(c) We may elect to share aggregate data about our customers’ postage usage with third parties.

R2.9 IntelliLink® Control Center/Meter Care and Risk of Loss

(a) You agree to take proper care of the IntelliLink Control Center and/or Meter(s) as stated in this Agreement and any user documentation.

(b) You assume all risk of loss or damage to the IntelliLink Control Center and/or Meter(s) while you have possession.

R3. VALUE BASED SERVICES

Value Based Services include services such as USPS® e-Return Receipt and USPS® Confirmation Services.

R3.1 Fees

(a) Any fees charged by the USPS for any Value Based Service you purchase are payable by you in the same way that you pay for postage.

(b) The USPS is solely responsible for its services.

(c) We are not responsible for any malfunctions of any part of the communication link connecting the IntelliLink Control Center with the USPS data system.

R3.2 Ending the Value Based Services

(a) You agree to terminate the Value Based Services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty (30) days after you have been notified of it in writing.

(b) You authorize us to access and download information from your Meter.

(c) We will not share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you.

(d) We may elect to share aggregate data about our customers’ postage usage with third parties.

(e) If your Soft-Guard Subscription has expired, or if you have received the maximum number of rate updates under your Soft-Guard Subscription, you will be billed for any additional rate update you request.

(f) You can also renew the Soft-Guard Subscription by contacting PBI online or by telephone at the address and numbers set forth in the “How to Contact Us” section of the General Terms.

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R3.1 Fees

(a) Any fees charged by the USPS for any Value Based Service you purchase are payable by you in the same way that you pay for postage.

(b) The USPS is solely responsible for its services.

(c) We are not responsible for any malfunctions of any part of the communication link connecting the IntelliLink Control Center with the USPS data system.

R3.2 Ending the Value Based Services

(a) You agree to terminate the Value Based Services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty (30) days after you have been notified of it in writing.
PURCHASE POWER® TERMS AND CONDITIONS

The following provisions apply when you first enroll in the Purchase Power Program (the "Program"). Additionally, you will receive from us a set of more specific provisions within twenty (20) days of the date of this Agreement that will be more specifically tailored to your Purchase Power Account (the "Account") and will apply to your ongoing participation in the Program.

P1.1 General. (a) In order to participate in the Program, you must provide the information described in Section P1.8. (b) If you subscribe to the EasyPermitPostage® service, you may use the Purchase Power credit line to pay for permit postage and associated USPS fees. (c) The Purchase Power credit line is a product of The Pitney Bowes Bank, Inc. (the "Bank") and is not available to individuals for personal, family, or household purposes.

P1.2 Account Charges. (a) Your Purchase Power Account (the "Account") will be charged for the amount of postage, presort, and services requested and the related fees, if applicable. (b) Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including, without limitation, the fees and charges relating to: (i) transaction fees, if applicable; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks that you give to the Bank as payment of the Account.

P1.3 Billing, Payments, and Collection. (a) You will receive a billing statement for each billing cycle in which you have activity on the Account. The Bank reserves the right to deliver any statement electronically to the email address that is then on file for the Company. (b) Payments are due by the due date shown on your billing statement. (c) You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.

P1.4 Deferred Payment Terms. (a) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (b) (i) The Annual Percentage Rate applicable to the Account will be: the greater of (a) 22% and (b) the sum of the highest "Prime Rate" published in the "Money Rates" section of The Wall Street Journal on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is called the "Floating Rate"). (ii) The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. (iii) Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iv) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of March 31, 2010, the daily periodic rate would be .049315% and the corresponding annual percentage rate would be 18.00%). (v) The Account balance that is subject to a finance charge each day will include (a) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (b) unpaid interest, fees, and other charges on the Account. (vi) The Bank will charge a minimum finance charge of $1.00 in any billing cycle if the finance charge as calculated above is less than $1.00. (vii) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (viii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit.

P1.5 Account Cancellation and Suspension. (a) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. (b) Cancellation or suspension will not affect your obligation to pay any amounts you owe.

P1.6 Amendments: Electronic Delivery: Termination. (a) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you or by electronic notice via the email address that is then on file for the Company. You are consenting to electronic delivery of any amendments to the Program terms. (b) Each time you use the Program, you are signifying your acceptance of the terms and provisions then in effect. (c) An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. (d) The Bank may terminate the Program at any time and will notify you in the event of any termination. (e) Any outstanding obligation will survive termination of the Program.

P1.7 Governing Law. The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

P1.8 USA PATRIOT Act. (a) Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. (b) The Bank asks that you provide identifying information, including your address and taxpayer identification number. (c) The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her.

PRESORTXTRA™ PROGRAM TERMS AND CONDITIONS

The following provisions apply when you enroll in the Pitney Bowes PresortXtra Program and apply only to the services provided under the PresortXtra Program.

X1. PBI’S RESPONSIBILITIES

Depending on the service(s) you have selected on your PresortXtra qualification form, we will pick up your metered First-Class™ letters ("Letters"), First-Class flats ("Flats"), or both ("Program Mail"). The Daily Volume Guarantee ("DVG") is provided to us and prepared by you in accordance with additional terms and conditions provided to you when you enroll in the PresortXtra Program ("Additional Terms and Conditions"). We will pick up your Letters and Flats at your designated location(s) and in accordance with the schedule we may mutually agree upon from time to time. We will sort this mail at one of our facilities. For Letters only, we will apply a United States Postal Service® ("USPS") "Move Update" process to your mail. We will deliver the mail to the USPS for final delivery. We will perform this service under this Agreement in accordance with accepted mail processing industry standards. EXCEPT AS OTHERWISE PROVIDED HEREIN, WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

X2. CUSTOMER’S RESPONSIBILITIES

X2.1 Letters. As of the date of this Agreement: for Letters, you will meter your Program Mail at the USPS rates set forth in the Additional Terms and Conditions. NO REPRESENTATION IS MADE AS TO THE AMOUNT OF YOUR MAIL THAT WILL QUALIFY FOR PRESORT MAILING RATES, AND YOU WILL BE RESPONSIBLE FOR METERING YOUR PROGRAM MAIL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT REGARDLESS OF THE AMOUNT OF YOUR PROGRAM MAIL THAT QUALIFIES OR DOES NOT QUALIFY FOR PRESORT RATES. YOU HEREBY ASSIGN ANY AND ALL OF YOUR RIGHTS TO RECEIVE ANY POSTAGE REFUNDS OR REBATES BASED ON THE AMOUNT OF YOUR MAIL THAT QUALIFIES FOR ANY ADDITIONAL PRESORT MAILING RATES TO PBI (OR ITS SUBSIDIARIES) AND ALL SUCH REFUNDS OR REBATES WILL BECOME THE PROPERTY OF AND BE RETAINED BY PBI (OR ITS SUBSIDIARIES).

(C0143055.13 )

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Pitney Bowes Terms (Version 3/12)

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X2.2 **Flats.** You will prepare and process your Flats as described in the Additional Terms and Conditions. You are responsible for metering all Flats that meet the criteria detailed in the Additional Terms and Conditions at the current USPS 3-digit First-Class flat rate. You agree that we will invoice you through your Purchase Power Credit Line at the rate set forth in the Additional Terms and Conditions. We will bill you for the difference between the USPS regular flat rate and the 3-digit USPS First-Class flat rate for any Flats that do not comply with the requirements outlined in the Additional Terms and Conditions.

X2.3 **General.** You will have your Program Mail ready for pickup at your designated locations and in accordance with the schedule we mutually agree upon from time to time. You agree that time is of the essence with respect to each of your obligations for which time is a factor. You will ensure that your Program Mail complies with all applicable laws, rules and regulations, including but not limited to, all USPS regulations, and you will promptly execute any and all documents required by the USPS. You will ensure that your mail complies with the requirements set forth in the Additional Terms and Conditions.

X3. **GENERAL TERMS**

X3.1 **Indemnification.** In the event that we are subjected to any loss, expense, damage or liability due to your acts or omissions, including but not limited to any claims by any third parties, or fines or assessments imposed by the USPS or other governmental entities, you will indemnify and hold us harmless from such loss, expense, damage or liability, including our reasonable attorney’s fees.

X3.2 **Termination.** We may discontinue providing the PresortXtra Program service upon one (1) business day’s notice in the event you breach any of your obligations hereunder, including, but not limited to, those set forth in the Additional Terms and Conditions, and fail to cure such breach within ten (10) business days of written notice from us advising you of the nature of such breach. Either party may terminate with or without cause upon thirty (30) days’ prior written notice, provided that you remain responsible for paying any outstanding invoice(s) after such discontinuation.

X3.3 **Modification; Amendment.** If the USPS adopts any new postal regulations, procedures, rates or incentives, we may modify or terminate this program upon fifteen (15) days prior written notice to you.

X3.4 **Right to Subcontract.** We may subcontract certain of our rights and/or responsibilities hereunder to third parties without your prior consent.
Form 8038-GC
Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is $100,000 or more, use Form 8038-G.

Part I Reporting Authority

<table>
<thead>
<tr>
<th>1</th>
<th>Issuer's name</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF BLACK HAWK</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>Issuer's employer identification number</th>
</tr>
</thead>
<tbody>
<tr>
<td>84-6012224</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3</th>
<th>Number and street (or P.O. box if mail is not delivered to street address) Room/suite</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO BOX 68</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4</th>
<th>City, town, or post office, state, and ZIP code</th>
</tr>
</thead>
<tbody>
<tr>
<td>BLACK HAWK CO 80422-0068</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5</th>
<th>Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information</th>
</tr>
</thead>
<tbody>
<tr>
<td>84-6012224</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6</th>
<th>Report number (For IRS Use Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7</th>
<th>Telephone number of officer or legal representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td></td>
</tr>
</tbody>
</table>

Part II Description of Obligations

Check one: a single issue or a consolidated return

<table>
<thead>
<tr>
<th>8a</th>
<th>Issue price of obligation(s) (see instructions) 8a</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9</th>
<th>Amount of the reported obligation(s) on line 8a that is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>For leases for vehicles 9a</td>
</tr>
<tr>
<td>b</td>
<td>For leases for office equipment 9b</td>
</tr>
<tr>
<td>c</td>
<td>For leases for real property 9c</td>
</tr>
<tr>
<td>d</td>
<td>For leases for other (see instructions) 9d</td>
</tr>
<tr>
<td>e</td>
<td>For bank loans for vehicles 9e</td>
</tr>
<tr>
<td>f</td>
<td>For bank loans for office equipment 9f</td>
</tr>
<tr>
<td>g</td>
<td>For bank loans for real property 9g</td>
</tr>
<tr>
<td>h</td>
<td>For bank loans for other (see instructions) 9h</td>
</tr>
<tr>
<td>i</td>
<td>Used to refund prior issue(s) 9i</td>
</tr>
<tr>
<td>j</td>
<td>Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank) 9j</td>
</tr>
<tr>
<td>k</td>
<td>Other 9k</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10</th>
<th>If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) 11</td>
</tr>
<tr>
<td>12</td>
<td>Vendor's or bank's name 12</td>
</tr>
<tr>
<td>13</td>
<td>Vendor's or bank's employer identification number 13</td>
</tr>
</tbody>
</table>

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name Preparer's signature Date Check if self-employed PTIN

Firm's name Firm's EIN

Firm's address Phone no.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.
When To File
To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, “Request for Relief under section 3 of Rev. Proc. 2002-48.” Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents See Where To File next.

Where To File
File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the “timely mailing as timely filing/paying” rule for tax returns and payments. These private delivery services include only the following:

• DHL Express (DHL); DHL Same Day Service.
• Federal Express (FedEx); FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
• United Parcel Service (UPS); UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required
For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of $100,000 or more, use Form 8038-G.

Rounding to Whole Dollars
You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions
Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

• More than 10% of the proceeds are to be used for any private activity business use, and
• More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which are to be used to make or finance loans (other than loans described In section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a “draw-down loan”) or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions
In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority
Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the “Amended Return” box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top “Amended Return Explanation.”

Line 1. The issuer’s name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer’s address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line “C/O” followed by the third party’s name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the
street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer’s return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter’s (or other purchaser’s) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a “municipal lease.”) Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term “lease” is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Lines 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a “small issuer exception” under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the “election document.”

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer’s return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer’s authorized representative consents to the disclosure of the issuer’s return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filed in its return, the paid preparer’s space should remain blank. Anyone who prepares the return but does not change the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the Paid Preparer Use Only area of the return. A paid preparer cannot use a social security number in the. Paid Preparer Use Only box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

• Sign the return in the space provided for the preparer’s signature, and

• Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form . . . . 4 hr., 46 min.

Preparing the form . . . . 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS . . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see Where To File.
RESOLUTION 85-2016
A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF A NEW PEDESTRIAN AND BICYCLE BRIDGE IN CHASE GULCH
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 85-2016  

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE CONSTRUCTION OF A NEW PEDESTRIAN AND BICYCLE BRIDGE IN CHASE GULCH  

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

Section 1. The City Council hereby determines to approve the Certificate of Appropriateness for construction of a new pedestrian and bicycle bridge in Chase Gulch based on the criteria set forth in the staff report dated December 1, 2016, upon satisfaction of the following conditions:  

A. Submit final bridge plans, specifications, and excavation plans for administrative approval; and  

B. Plans should be approved by a structural engineer as meeting AASHTO Standards, and design details shall meet the Secretary of the Interior’s Standards and Guidelines for Rehabilitating Cultural Landscapes.  

RESOLVED AND PASSED this 14th day of December, 2016.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

______________________________  
Melissa A. Greiner, City Clerk
CORRECTED 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 construction of a new trail bridge in Chase Gulch at the Chase Creek crossing and to be located on property described in Exhibit A and generally located within the History Appreciation Recreation Destination zoning district, 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, November 16, 2016 December 14, 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

Respectfully Submitted,
Melissa A. Greiner, City

Exhibit A

The crossing is located within the North West Quarter of Section 12, Township 3 South, Range 72 West, County of Gilpin, State of Colorado, and within the vicinity of the BLM Supplemental 27 and 18 and the Mining Claim Robert G. Ingersoll 681.

Published in the Weekly Register Call:
November 17, 2016
CITY OF BLACK HAWK  
REQUEST FOR COUNCIL ACTION  

SUBJECT: The City of Black Hawk is requesting a Certificate of Appropriateness for the construction of a new pedestrian and bicycle bridge in Chase Gulch near Castle Rock.

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

MOTION TO CONDITIONALLY APPROVE: Resolution No. 85-2016 - a resolution conditionally approving a Certificate of Appropriateness for construction of a new pedestrian and bicycle bridge in Chase Gulch based on the criteria set forth in the staff report dated December 1, 2016. The Certificate of Appropriateness application for new bridge will meet the intent of the criteria outlined in Section 16-368 of the Black Hawk Municipal Code, and the Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Cultural Landscapes when the following conditions are met:

1. Submit final bridge plans, specifications, and excavation plans for administrative approval.
2. Plans should be approved by a structural engineer as meeting AASHTO standards, and design details should meet the Secretary of the Interior’s Standards and Guidelines for Rehabilitating Cultural Landscapes.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The historic preservation consultant has evaluated the information provided for the proposed new bridge in Chase Gulch, and has determined that the concept of a new bridge that complements the surrounding cultural landscape meets the Secretary of the Interior’s Standards for the Treatment of Historic Properties

AGENDA DATE: December 14, 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 85-2016, Staff Report, and Attachments A thru-I
RECORD: [ ]Yes [ X ]No
CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A
SUBMITTED BY: Cynthia L. Linker, CP&D
REVIEWED BY: Jack D. Lewis, City Manager

12/5/2016
Staff Report
BACKGROUND:
The applicant, the City of Black Hawk, is requesting a Certificate of Appropriateness for the construction of a new pedestrian and bicycle bridge in Chase Gulch near Castle Rock. Historically, there was a simple bridge over the North fork of Clear Creek (see image below), but it was demolished prior to the City purchasing the property. The bridge will be part of a pedestrian and bicycle path planned for the Chase Gulch/Maryland Mountain open space area (see Attachments A, G & H).
Historic resources on city-owned open space land in Chase Gulch and Maryland Mountain were inventoried by Mountain States Historical in 2014. The proposed bridge is close to the following sites identified in that survey:

- 5GL.2104.1 – Gilpin Tramway Grade;
- 5GL.2126.2 – Chase Gulch Road;
- 5GL.2168 – Dam;
- 5GL.2169 – Belden Mill.

These were all field evaluated as individually eligible for the National Register of Historic Places (NRHP). The bridge is located within the former path of Site 5GL.2170.1 – the Winnebago Hill Haul Road. This was also field evaluated as individually eligible for the NRHP. However, the inventory form for 5GL.2170.1 did not record any features associated with the former bridge (see Attachment B). Therefore, the new bridge will not directly impact any historic resources.

The construction of the new bridge requires a Certificate of Appropriateness (CofA). The intent of the CofA application process as regulated by Sec. 16-368 of the City of Black Hawk Municipal Code is to ensure that all development and redevelopment is reviewed prior to construction, reconstruction, alterations or demolition. A CofA application requires Staff to review a proposed development for compliance with design and zoning standards, and deem it acceptable for review by City Council. The regulations for a CofA have been reviewed by staff and comments are included below. Attached to this staff report are the complete supporting documents, while excerpts from the supporting documents are included within the report. The City Council shall review the development and either approve, conditionally approve, or deny the CofA.

The following site features will be covered by this proposed rehabilitation:

- Steel rail and frame, wood deck pedestrian & bicycle bridge
- Grading and excavation for bridge

The proposed new construction is described in the following sections, with excerpts and evaluations from the relevant City of Black Hawk regulations. As the city’s design guidelines do not cover bridges, relevant sections of the Secretary of the Interior’s Standards and Guidelines for Rehabilitation of Cultural Landscapes will be used to evaluate the appropriateness of the proposed new construction.
REVIEW CRITERIA:

Applicable City of Black Hawk Regulations
Certificate of Appropriateness:

Excerpts from:

City of Black Hawk
Zoning Code
Chapter 16-368, City Council historic review process

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

16-368(3)(a). No building permit or site development plan shall be issued unless accompanied by a Certificate of Appropriateness (CofA) issued by the City Council for any of the following acts:

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

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

1. All plans, drawings and photographs as may be submitted by the applicant.
   The applicant has submitted preliminary elevations and cross-sections (see Attachments C & D). The location for the bridge has been identified (Attachment E), but a site plan has not been submitted; the final site plan can be approved administratively.

2. Information presented at a public hearing held concerning the proposed work.
   Findings and recommendations will be presented to the Board of Aldermen at the Public Hearing scheduled for December 14, 2016.

3. The purpose of this Chapter.
   Staff finds the concept of the proposed development to be in conformance with the City of Black Hawk zoning and the Secretary of the Interior’s design standards.

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

The proposed bridge will become part of the Winnebago Hill Haul Road when it is rehabilitated into a pedestrian and bicycle trail. This road was evaluated as individually eligible to the National Register of Historic Places. The design concept is compatible with the character-defining features of the road and surrounding cultural landscape.

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.

By definition, any new construction would count as “non-contributing” to a district. However, the construction of a new bridge to replace the missing historic bridge would be an acceptable rehabilitation treatment for the trail along the historic road way. The proposed concept would not have a negative impact on the eligibility of the Winnebago Hill Haul Road or a potential historic district.

7. The design standards for the City.

The design guidelines for City of Black Hawk do not cover new bridges. Therefore, the Secretary of the Interior’s Standards and Guidelines for Rehabilitation of Cultural Landscapes were used to evaluate the appropriateness of the proposed new construction. The proposed concept for constructing a new bridge to replace the missing bridge meets the guidelines for the “Design for the Replacement of Missing Historic Features.” Final design details should be approved administratively by staff, using these standards and guidelines as the basis for approval.

Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Cultural Landscapes

Design for the Replacement of Missing Historic Features

Recommended:

Designing and installing new structures, furnishings and objects when the historic features are missing. It may be an accurate restoration using historical, pictorial and physical documentation; or be a new design that is compatible with the historic character of the landscape. For example, replacing a picnic shelter with one of a new compatible design.
Not recommended:
Creating a false historical appearance because the replaced feature is based on insufficient historical, pictorial and physical documentation.

Introducing a new design that is incompatible with the historic character of the landscape. For example, replacing a lost wooden fence with chain link fence.

When an entire feature is missing, the landscape’s historic character is diminished. Although accepting the loss is one possibility, where an important feature is missing, its replacement is always recommended in the Rehabilitation guidelines as the first or preferred course of action. Thus, if adequate historical, pictorial, and physical documentation exists so that the feature may be accurately reproduced, and if it is desirable to re-establish the features as a part of the landscape’s historic appearance, then planning, designing, and installing a new feature based on such information is appropriate.

A second course of action for the replacement feature is a new design that is compatible with the remaining character-defining features of the historic landscape. The new design should always take into account the spatial organization and land patterns, features, and materials of the cultural landscape itself and, most importantly, should be clearly differentiated so that a false historical appearance is not created. For example, replacing a set of lost granite steps with concrete steps which match the historic in location, size, scale, color and texture; or replacing a mass of Eastern hemlocks with Japanese spruce.

The proposed new bridge is located in the same location as the historic bridge, which is the appropriate choice for the cultural landscape (see map below and Attachment E).
Photo of proposed bridge location
The proposed new bridge will be 10’ wide by 40’ long, and will be approximately 5’ above the creek bed. As detailed information on the original construction was not discernible from the historic photographs, and AASHTO standards require rails, a new design is proposed for the bridge. The rails will be naturally weathering steel, similar to that seen below (also see Attachment F). The bridge bed will be wood. Final details for the abutment will be presented later, and can be approved administratively. The steel cross rails with horizontal bars on the interior are clearly recognizable as new construction, but are complementary to the surrounding cultural landscape.
A general excavation plan has been submitted. The Secretary of the Interior’s standards and guidelines recommend undertaking a topographic survey, and preserving as much of the original topography as possible. The impact of the excavation cannot be fully evaluated without final plans; it is recommended that the grading plan be approved administratively.

STAFF & CONSULTANT COMMENTS:
The historic preservation consultant has evaluated the information provided for the proposed new bridge in Chase Gulch, and has determined that the concept of a new bridge that complements the surrounding cultural landscape meets the Secretary of the Interior’s Standards for the Treatment of Historic Properties. It is recommended that the final design details and excavation plan be approved administratively.

SUMMARY:
The City Council should review the application, the comments in the report, and any testimony by staff, consultants, and the applicant. The Council should next discuss if there is sufficient information and evidence that the Certificate of Appropriateness application meets the intent of the criteria outlined in Section 16-368 of the Black Hawk Municipal Code, and the Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Cultural Landscapes.

At the conclusion of its discussion, the City Council may make a motion to approve, conditionally approve, or deny this Certificate of Appropriateness, or to continue the item after additional information has been submitted.

RECOMMENDATION:
A sample motion for CONDITIONAL APPROVAL for the Certificate of Appropriateness application is:

I move to CONDITIONALLY APPROVE the Certificate of Appropriateness for construction of a new pedestrian and bicycle bridge in Chase Gulch based on the criteria set forth in the staff report dated December 1, 2016. The Certificate of Appropriateness application for new bridge will meet the intent of the criteria outlined in Section 16-368 of the Black Hawk Municipal Code, and the Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Cultural Landscapes when the following conditions are met:

1. Submit final bridge plans, specifications, and excavation plans for administrative approval.
2. Plans should be approved by a structural engineer as meeting AASHTO standards, and design details should meet the Secretary of the Interior’s Standards and Guidelines for Rehabilitating Cultural Landscapes.
ATTACHMENTS:
A. Maryland Mountain Park Master Plan
B. Inventory Form for Site 5GL.2170.1
C. Preliminary bridge elevation
D. Preliminary bridge cross-section
E. Location map of proposed Chase Gulch Bridge
F. Chase Gulch Bridge design concept
G. Tramway project narrative
H. Tramway Project design concept
I. Bridge Grading Plan
ATTACHMENT A

MARYLAND MOUNTAIN PARK MASTER PLAN
David D. Spellman, Mayor
Linda Armbright, Alderman
Paul G. Bennet, Alderman
Jim Johnson, Alderman
Hal Midcap, Alderman
Greg Moates, Alderman
Benito Torres, Alderman
Jack D. Lewis, City Manager

DATE: OCTOBER 2014

Prepared by:

With contribution by:
Arrowhead Trails, Inc.  |  www.ArrowheadTrails.com
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INTRODUCTION AND BACKGROUND

Maryland Mountain has played a vital role in the history of Black Hawk since the City was founded in 1864. Located directly northwest of the Black Hawk central business district, it is bounded on the north and east by Hwy 119, Chase Gulch to the south, with private ranch lands to the west. Throughout the late 1800s and early 1900s, this area was a bustling industrial site filled with mines, mills, roads, and tramway railroads. The mining scars have since transformed into a re-forested mountain landscape.

The City of Black Hawk has worked for years to acquire Maryland Mountain and now desires to create a new recreational opportunity for the community and guests. This plan intends to establish a framework for exploring possibilities and setting priorities for recreational and historical interpretive amenities within and around Maryland Mountain. Implementation of the Plan will assist the City in its efforts to offer a variety of experiences to increase overall visitor attendance, and is intended to be a dynamic tool for guiding actions and decisions at Maryland Mountain in the immediate future, as well as over the long term.
PURPOSE

Maryland Mountain presents a significant opportunity for the City of Black Hawk to offer an alternative outdoor recreation and heritage experience to its community and guests. As a City that has successfully focused on gambling and a gaming guest, a new trail system with historical interpretive amenities will now provide an outdoor recreation oriented guest the opportunity to explore in Black Hawk and learn about mining history. As the Front Range population and popularity of outdoor recreation activities continue to increase, Maryland Mountain Park is likely to receive even more visitors.

The Big Idea is to create a comprehensive trail network for mountain bikers and hikers. Developing a hierarchy of trail types will offer a variety of lengths and experiences for both novices and experienced users alike. Along with the new trails, historical interpretive displays and technology will communicate the rich mining and tramway railroad history of Black Hawk while highlighting the mining remains.

The purpose of this document is to provide initial ideas to guide the design and construction of the recreational trail system, associated amenities and set the framework for historical interpretation.

PROJECT GOALS

- As a regional destination, accommodate visitor traffic in a way that minimizes adverse impacts to existing neighborhoods. Provide trailhead parking at an accessible point to the Tramway that ensures safe crossing of Highway 191 using a grade separated overpass.
- Create a trail plan that will integrate with future interpretive facilities including signage, kiosks, and potentially cellular/smart phone technology to provide integrated informative and interpretive messages, enhancing visitor appreciation and understanding of Black Hawk history. Instill visitors with a sense of fun and learning so they are encouraged to visit again and tell others about their Black Hawk experience.
- Trails would be designed to meet IMBA standards appropriate to the type of trail and user, incorporating sustainable trail goals of minimizing impact to the environment, minimizing user conflicts, and minimizing maintenance and costs.
- Consider user safety and managing risks for a safe outdoor recreation experience.
- Incorporate rest overlooks at vantage points to highlight significant vistas.
- Design trails, amenities and interpretive features based on realistic budget and maintenance expectations using phasing to accomplish long term ideas
- Increase ADA accessibility where possible.
- Explore opportunities for ties to regional routes and off-site tramway remains for future expansion of the system.
For decades from 1859 until well past the turn of the century, the Black Hawk mining industry was the staple support of the thriving local and regional economy with thousands of miners working in the gold and silver mines, mills, railroads and other mining related businesses. Deep-rock mining required processing of the ore that was brought to the surface in quartz stamp mills, which needed dependable water supplies. Soon North Clear Creek, Chase Gulch and Gregory Gulch were the home to numerous mills, and Black Hawk became the milling center for the entire Rocky Mountain gold mining region.

As mining flourished, the challenge of transporting ore to the mills was not being sufficiently addressed by the early wagon roads. In 1869 the first narrow gauge railroad in the Rockies was built up Clear Creek Canyon from Golden to the Gilpin mining region. Because mines were still separated a considerable distance and elevation from the ore processing mills located along the creeks, the Gilpin Tramway, a "baby railroad" using two-foot narrow gauge rails, was constructed in 1887 to transport ore and supplies from the mines to the mills. The Gilpin Tramway started on Clear Creek about a mile north of Black Hawk, and would travel south skirting the slopes of Maryland Mountain, making its way up Chase Gulch as it climbed around Winnebago Hill and on to other mines in Central City.

The Tramway was the vein of the Gilpin mining industry. The completion of the Gilpin Tramway afforded a cheaper means of transporting the ore from mines to mills, and was designed to run to nearly every mine in the region, getting ore to the marketplace quickly and economically.

After 1910, with rising labor costs and prices from ore sales falling, mining activities began to decline. As large mills closed, the end of the need for the Gilpin Tramway was evident. At the end of 1916, the railroad discontinued service and by October 1917, the tramway operated only to facilitate its own removal for scrap metal. While the mining legacy has passed, an incredibly rich historic and cultural legacy remains in the visible clues to this colorful past clinging to steep slopes throughout the region, especially the Bonanza Mill, Belden Mill, and the Tramway graded platform.
EXISTING CONDITIONS

Maryland Mountain consists of about 600 acres of rugged terrain within Black Hawk city limits. Topography ranges from elevation 8150 in town up to 9200 at the summit, over a thousand feet tall. The landscape is characterized by heavily wooded northern slopes forested primarily with evergreen species of Lodgepole and Ponderosa Pine, Fir and Spruce. South facing slopes are typically open or sparsely wooded with similar evergreen species. The additional moisture provided by Chase Creek has allowed a lush regrowth of Cottonwood, Aspen and Willow and Alder in the Chase Gulch.

Spectacular rock outcrops occur throughout the mountain, providing dramatic scenery as well as opportunities to incorporate challenging mountain biking features. An old homestead, the Nelson Ranch, is located above Chase Gulch just past the Castle Rock outcrop, providing stunning views of this remarkable feature. Mining relics and ruins exist throughout the site and include mill foundations, tailings piles and the original tramway grade.

Access to Maryland Mountain trails will occur through two primary portals. One is directly from Gregory Street; cyclists can simply ride up Chase Gulch to access the trails. Proximity to the center of the City is one of the most appealing elements of the plan. The second access would be from a new trailhead parking facility north of Black Hawk on Highway 191. (See Parks and Amenities Program.) A third but less emphasized access can also occur on Barrett Street from Central City. This second, smaller trailhead parking lot could be provided to access the north end of Chase Gulch in a later phase of the project.
PARK TRAILS & AMENITIES PROGRAM

Trails

A hierarchy of trail types using a stacked loop model has been planned to create a comprehensive outdoor experience for a variety of users. Trails have been designed and will be constructed to minimize environmental impacts and fit into the natural landscape. A shared use approach is recommended for all trails – systems that are shared use throughout have the advantage of creating consistent expectations, thus reducing conflict between all types of trail users accustomed to sharing the trail with each other.

The historic Tramway Mainline graded surface will serve as the backbone of the trail system. The Mainline surface will be approximately 48” in width, with grades generally under 4%, making this trail accessible to everyone. Walkers, runners, strollers, leashed pets and kids on bikes will all enjoy the 2.7 mile Mainline route. The compacted surface and gentle grades also allow accessibility to persons with physical disabilities. The Mainline connects the new Warming House Trailhead with destinations such as Chase Gulch Waterfall, Town Overlook, and Skills Area. The Mainline would also be available in winter for use by Fat/Snow Bikes. Those who desire a more challenging mountain biking experience might venture onto the 8 miles singletrack. Singletrack trails are typically 18” in width with grades that might average up to 8% and include some steeper sections exceeding 12%. The mountain biking singletrack is designed to provide looping opportunities with a connection to the Summit. In addition, approximately two miles of hiking and descending-only trails are also designated.
MARYLAND MOUNTAIN SUMMIT

TRAIL SYSTEM DESTINATIONS
1. WARMING HOUSE TRAILHEAD / PARKING / RESTROOMS
2. BARRET ROAD PARKING / TRAILHEAD
3. MARYLAND MOUNTAIN SUMMIT
4. WATERFALL / CASTLE ROCK
5. NELSON RANCH OUTPOST
6. SKILLS AREA
7. TRAMWAY OVERLOOK / REST-STOP
8. HISTORICAL INTERPRETIVE OPPORTUNITIES
   A. BONANZA MILL
   B. SITE OF WRECKS OF ENGINES 2&3
   C. WARMING HOUSE
   D. OLD CABIN
   E. DEEP MINESHAFT
   F. BELDEN MILL VIEWING AREA
   G. ROBERT EMMET MINE
   H. QUEEN OF THE WEST MINE
   I. SARATOGA MILL SKELETAL RECONSTRUCTION

PLANNED IMPROVEMENTS ON CHASE GULCH ROAD
1. FUTURE RESERVOIR WATERLINE
2.歷史性tramway主線-第一階段
3. 單軌山地單車徑路線-第二階段
4. 徒步徑路線-第三階段
5. 徒步徑目的地-具有解說的歷史性目的地

PLAN
LEGEND
- FUTURE ROAD TO BE INSTALLED
- HISTORIC TRAMWAY MAINLINE TO BE RESTORED - PHASE 1
- STAKED SINGLETRACK MTN BIKE TRAIL ROUTE - PHASE 2
- HIKE TRAIL ROUTE - PHASE 3
- HISTORIC DESTINATION WITH INTERPRETATION
- FUTURE RESERVOIR WATERLINE
- TECHNICAL TRAIL
- BIKE SKILLS AREA
- POTENTIAL PED/BIKE BRIDGE

SCALE: 1" = 200'
DESTINATION:

Trailheads

Two new trailheads would be provided to access the trail system. The primary trailhead would be located about a half mile north of the City on Highway 119. Named "The Warming House" after the historic use as of the site, the Warming House was a tramway structure measuring 250’ long and 28’ wide with three tracks inside where ore on trains was thawed before delivery to mills. The trailhead could provide parking for 55-70 cars, signage, seating, bike racks and a bridge across Clear Creek and the Highway for safe access to the trails. Bridge design might incorporate historic railroad trestle design elements if feasible. The City should explore use of composting toilets for restrooms at the trailhead.

A secondary smaller trailhead could be provided at a later phase. Located on Barrett Road, the trailhead would provide convenient access to the north end of the park, particularly for those users interested in accessing the Skills Area.
DESTINATION:

Nelson Ranch

A concept for the use of Nelson Ranch as a banquet/event destination is included in the master plan. The idea would be to create a facility that could provide outdoor space for hosting outdoor events and weddings, accessible for groups by wagon or sleigh. Outdoor terraces would be enhanced by the sound of Chase Creek and views to Castle Rock. The ranch house would be remodeled or replaced, with updates to include catering support facilities, covered terraces, a lawn for ceremonies, and restrooms. Potentially a concessionaire could be contracted to operate the facility.
DESTINATION:

Skills Area

A location for a mountain bike Skills Area is depicted on the Master Plan. Typically Skills sites need a water source for construction and maintenance, and slopes that are more gentle. A concept for a pump track and skills courses with skinnies, wood banks and ladders, woop de woos, rock drops, table tops, berms and jumps provide this sort of riding variety for this specialized user. A company that specializes in this type of bike park design and construction should be consulted for development of park designs and installation.
CHASE GULCH BRIDGE CONCEPT
**Trail Bridges**

Water and drainage crossings are minimized in the trail plan to the extent practical. Where crossing is necessary trail bridges may be used for crossing streams, ditches, and other places constituting a safety hazard or to protect the natural environment. Assessments of environmental damage, as well as evaluations of less obtrusive alternatives to bridges such as culverts, fords, and trail relocation, will be considered before bridge construction or replacement. Bridges will be kept to the minimum size needed to serve trail users and other maintenance and preservation needs, and designed in harmony with the surrounding natural environment.

A new bridge concept at the Chase Creek crossing is contemplated to complement the character of the historical crossing. Historically, a bridge here provided a crossing for the tramway grade to access Winnebago Hill to the south. Trail users could cross Chase Creek at this point with a simple fording feature such as a log or boulders in the short term, however a concept for a new bridge is included here for future implementation.

A significant bridge is considered appropriate to create the safe grade separated crossing across Highway 119 from the Warming House Trailhead to the Tramway trail on the west side of Clear Creek. There would be opportunities to design the bridge to reflect historic railroad bridges and to create an attractive gateway feature to Black Hawk from the north.
MARYLAND MOUNTAIN PARK ~ MASTER PLAN

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Signage

A comprehensive information, wayfinding and interpretive signage system should be designed and installed at Maryland Mountain Park. Trail maps should use IMBA sign and difficulty rating standards to help users understand trail lengths and challenges. It is recommended that all signs are designed and constructed in a context sensitive manner with the overall intent to minimize sign clutter. Below is a brief description of some of the various categories of signage and basic guidelines that should be used placing signage within Maryland Mountain Park.

Identity Signs. Identity signs provide a "welcome" message and announce the location of or arrival at a particular spot. These signs should be bold, simple, strong, and typically stand on their own. Possible materials could recall those used in mining such as heavy timber, stones or self-weathering steel.

Orientation/Regulatory Signs. Orientation signs are generally concentrated at major user entry points such as trailheads and would include detailed orientation maps, rules, lists of appropriate and inappropriate uses ie: non-motorized, as well as other background information. Signs should convey important safety messages. Signage often plays an integral role in educating visitors about responsible use of open space resources, and should explain environment issues to keep potential for resource damage to a minimum. They can also foster an awareness of trail etiquette regarding right-of-way (i.e., between pedestrians, cyclists) and travel etiquette (i.e., encourage users to stay to the right side of the trail, yielding to climbers, etc). Trailhead orientation signage is also an opportunity to introduce users to what sort of interpretive experience they can expect on the trail and what themes are. These signs should be related in material and font to the identity signs.

Trail Wayfinding Signs. These signs provide trail names, trail difficulty and potentially mile markers to help visitors find trails they seek and keep them from getting lost. These signs should be low key, placed adjacent to the trail without creating a hazard, composed of natural materials that blend with the landscape, with messages large enough to be noticeable to trail users.
**Historical Interpretation**

The City of Black Hawk has identified a community need/desire for development of historical interpretive opportunities at Maryland Mountain and Chase Gulch. Next steps would be to create a planning document to define interpretive objectives and themes, and guide the design and implementation of new interpretive media at Maryland Mountain. The process of this interpretive planning would be integrated with the further design of park amenities, emphasizing mining history and the relationship and importance of the Tramway Railroad. Additional interpretive opportunities would be to illuminate the links between mining and the environment including the ecological impacts of mining, how the landscape has changed through human use and how it has since recovered. The process would include analysis of the technical feasibility of implementing wireless delivery of interpretive content on the trail and recommendations for development of content for wireless delivery.

Recommendations for development of traditional interpretive media such as interpretive panels should also be considered. Panels could be used to present an interesting, engaging suite of historic photos and maps, and might be two types: Primary and Secondary. Primary interpretive signs convey the interpretive theme of the major interpretive sites while secondary interpretive signs convey a more detailed level of interpretive information and are often smaller versions of primary interpretive signs. Care should be taken to develop interpretive materials whose graphic vocabulary is compatible with other signs. Interpretive material that has been developed for trails can easily be repurposed for presentation on the internet, brochures, or other venues in order to leverage the material to produce value elsewhere in other ways.

Opportunities for highlighting Primary historical features include accessing the Bonanza Mill, creating a Belden Mill viewing area, and a potential reconstruction of a skeleton representing the Saratoga Mill. Secondary historical features might include the site of Engine 2 and 3 wrecks, deep mineshafts and the Robert Emmet Mine.
Opinion of Possible Costs and Phasing

Phasing a project consists of breaking it down into more manageable chunks and dealing with each one as a separate project. With the complexity and variety of all of the elements at Maryland Mountain Park, a phased approach to project implementation is recommended.

Trail phasing recommendations have been noted on the trail master plan map, with the Tramway Mainline improvements coming first, along with singletrack necessary to complete a loop. The construction of these trails could occur concurrently with the construction of the Warming House Trailhead, so that a Phase 1 opening could occur. Design of the interpretive features should happen concurrently with the design of the trail and amenity features.

Later phases would be implemented as funds and opportunity permits, and would include installation of additional trails, the Skills Area and the design and construction of Nelson Ranch. Installation of interpretive elements might be included in this secondary phase.

Final phases might be installation of the Barrett Road Trailhead and bridge crossings to enhance the visitor experience.

The following spreadsheet shows the potential phasing and possible costs broken down by phase and for each trail type noted in the specifications.
Funding

Ongoing and potential future funding sources include:

- City budget line item. The City Council can provide funding support as community budgets allow or issue bonds for project implementation
- Regulatory sources such as Development Impact Mitigation Funds, Growth-Impact Ordinances, Special Improvement District, or Open Space Assessments that the City might implement
- Partnerships and co-sponsors (IMBA), including teams of volunteers
- Private donations
- Fundraising
- User fees
- Potential voter approved sales tax for creation of a dedicated revenue stream for trails
- Grants Sources such as People for Bikes
- Voluntary business collection of funds for trails (see www.1PercentForOpenSpace.org)

Federal Funding Sources

- Intermodal Surface Transportation Efficiency Act (ISTEA) (Colorado Department of Transportation)
- National Recreational Trails Trust Fund (US Department of Transportation)
- US Forest Service- Challenge-Cost Share Program.
- Bureau of Land Management Challenge-Cost Share Program
- National Park Service: Rivers and Trails Conservation Program
- Land and Water Conservation Fund
- Soil Conservation Service: Resource Conservation and Development Program

State funding sources

- Great Outdoors Colorado GOCO Grant program
- Colorado Division of Wildlife
- Department of Local Affairs: Energy Impact Assistance Program
- State Historical Society
- State University System programs
- Colorado State University Extension Program
- Colorado School of Mines
- Colorado Parks and Wildlife. http://cpw.state.co.us/aboutus/Pages/TrailsGrantsNM.aspx
- Colorado Center for Community Development
**Trail Maintenance**

Snow and ice should be planned to be removed from asphalt and concrete at trailheads. The trailhead at Barrett Road could be summer use only with no snow removal anticipated.

Guidelines for a regular trail inspection schedule and maintenance program should be documented to maintain trails appropriately. A schedule for repair or clearing of trail heads as needed... Repair trail treads or clear trails as needed with respect to erosion or debris caused by tree downfall, flooding, rain, or users should be established. Some obstacles are appropriate to remain on intermediate or expert trails that mountain bikers assume as risks that are normal, obvious and inherent to the activity. However hidden, unexpected hazards should be addressed. Typically downed trees in forested sections will need to be sawn through seasonally.

No snow removal would occur on soft surface trails. The Tramway Mainline may see a naturally compacted snow surface created by use of winter hikers and snowbikers.

Maintain infrastructure at trailheads including paving, restrooms, signs, kiosks, and fences or gates.

Consider organizing a voluntary or paid trail patrol, providing education to visitors on responsible trail use, monitoring user conflict, and as a safety resource.
MARYLAND MOUNTAIN PARK ~ MASTER PLAN

TRAIL DESIGN SPECIFICATIONS

Maryland Mountain Park Trail Construction Specifications
City of Black Hawk, CO | 8.25.14

General Standards for Mountain Bike Trails

• Trail slope will typically follow the "Half Rule" – that the tread grade is not greater than half the percentage of the slope it travels across
• Trail slope max target will be 15% to prevent user based erosion, except if armored or surface is built of rock or wood
• Average trail grade for priority mountain biking trails to be 8% or less.
• Typically 5% outslope to be provided for drainage unless in a bermed condition.
• Grade reversals are to be installed at appropriate intervals to prevent erosion
• Incorporate transition measures to prevent abrupt changes of flow such as corral rocks, log chokes, grade reversals or turns

Type 1 Tramway Mainline Trail

• Machine Construction with maximum machine width of 48”
• Maximum average grade <6% following existing tramway platform
• Corridor 6-8 feet width, trail ceiling 10-12 feet high
• Finished trail tread 48” wide natural compacted surface with outslope or crowning
• Clear corridor of existing trees, major trees at sides of corridor may remain and be limbed for height clearance. Tree material to be cut up into portable sections and dispersed.
• Cut trees and remove stump if necessary based on trail disturbance and structural integrity, trail tread to be free of obstructions
• Re-grade, re-cut sloughed material to provide a trail tread 48” wide
• Re-locate trail tread towards backslope area to provide a minimum 24” buffer zone to fall hazards of existing edges of walls
• Construct drainage features where necessary
• Re-build walls to support trail platform where necessary. One wall is beyond most trailbuilders scope and may need to be engineered.

Phase 1 = 14,200 lf
Crossings: Option for bridge crossing at Chase Gulch

Type II Multi-use, Singletrack Mountain Bike Trail

• Machine Construction with maximum machine width of 48”
• Maximum average grade 8-10%, maximum sustained grade 20% short distances
• Trail corridor 6 feet wide maximum, trail ceiling 10-12 feet high
• Finished trail tread intended to be 18” - 24” wide compacted outsloped natural surface trail, tread to be generally free of obstructions. Trail tread will be 56” to 48” wide until vegetation regrows narrowing the trail tread to 18” - 24”.
• Rolling grade designed with drainage features such as nicks where necessary, downslope berm material to be dispersed on site

Phase 1 = 5,600 lf
Crossings: Option for bridge crossing at Chase Gulch

Phase 2 = 17,600 lf total
7,600 lf summit descent includes +/- 10 switchback turns
10,000 lf "blue loop"

Type III Singletrack Mountain Bike Trail

• Hand built construction
• Maximum average grade 10-12%, Maximum sustained grade 25% short distances
• Trail tread corridor 24”-30” width, trail ceiling 8-10 feet high
• Finished trail tread 18”-24” wide generally using full bench cut, compacted outsloped natural surface
• Clear corridor of existing trees, major trees at sides of corridor may remain and be limbed for height clearance. Tree material to be cut up into portable sections and dispersed on site.
• Cut trees flush and/or remove based on trail disturbance and structural integrity, finished trail tread will have obstructions, rocks, roots etc that will remain as technical elements.
• Rolling grade designed with drainage features such as nicks where necessary, downslope berm material to be dispersed on site.
• Switchback radius maximized for terrain and ride ability, minimum 4-6 feet

Phase 1 = 8,100 If total
4,200 If at steep north hillside
3,900 If north tramway through forest
Crossings: Option for small bridge at void of platform in Tramway

Phase 2 = 6,700 If total
6,700 If summit trail

Type IV Hiking Trail Only (or non-climbing mountain bike trail)
• Hand built construction
• Maximum average grade 15%, Maximum sustained grade 30% short distances
• Clear corridor of existing trees, major trees at sides of corridor may remain and be limbed for height clearance. Tree material to be cut up into portable sections and dispersed on site.
• Cut trees flush and/or remove based on trail disturbance and structural integrity, finished trail tread will have obstructions, rocks, roots etc that will remain as technical elements.

Phase 3 = 9,500 If total
5,000 If summit trail
2,600+ 1200 + 700 If connectors

• Trail corridor maximum 4 feet wide, trail ceiling 8-10 feet high
• Finished trail tread 18-24” wide natural compacted outsloped surface
• Designed with drainage features where necessary
• Switchback radius’ maximize for terrain, minimum 4 feet
• Incorporate rock steps if needed

Phase 1 = 1,000 If total
1000 If tramway hikebike connection north of Warming House to complete loop at challenging terrain

Phase 2 = 6,700 If total
6,700 If summit trail

REFERENCES


ATTACHMENT B

INVENTORY FORM FOR SITE 5GL.2170.1
During the early 1860s, mining companies, freight haulers, community supporters, and Gilpin County all contributed to a network of wagon roads connecting Black Hawk and Central City. The network was essential for the efficient movement of freight and people, and especially ore down to Black Hawk and mining supplies back up. Several routes primarily for ore known as haul roads and quartz roads crossed north from Central City over Winnebago Hill and down into Chase Gulch. Once there, the roads joined original Chase Gulch Road, a main artery to the mills in north Black Hawk.

One of those early quartz roads is the Linear Resource discussed here, and named Winnebago Hill Haul Road for its location and function. The road was a one-way segment in a larger network on the hill’s north flank. The network included several roads ascending to the hill’s summit from Central City, and a main road contouring east-west along the hill’s north shoulder. The Winnebago Hill Haul Road connected the shoulder with a historic intersection on the gulch floor south of a diversion dam (5GL.2168). A branch road (5GL.2170.2) served as a shortcut between several mines on the shoulder and the haul road. The haul road and branch provided a one-way descent into the gulch, being too steep for the reverse direction.

Winnebago Hill’s north flank is extremely steep, north-facing, and thickly overgrown with third-growth doghair fir forest. The road’s start point is 8,680’ elevation and its end in the gulch is 8,500’ elevation, the last 40’ crossing a BLM tract. The remainder crosses open space.

Winnebago Hill Haul Road History

Extensive archival research found a brief mention of the road’s use by a Rocky Mountain News reporter visiting the Sterling Mill (5GL.2169) in 1866.\(^1\) The reporter simply noted crossing over Winnebago Hill into Chase Gulch, turning east, and reaching the mill. Assuming that the reporter was not traveling cross-country, he had to have descended the haul road. Although the road’s construction year is presently unknown, it was likely in service during the early 1860s when wagons hauled ore to a number of mills in Chase Gulch’s mouth. The road was in use at least until 1888, when the Gilpin Tramway began freighting ore from Central City to Black Hawk.

Winnebago Hill Haul Road Description

The road begins on Winnebago Hill’s north crest and descends steeply west 1,130’ to the intersection at dam. Travel was one-way down, the road being too steep for ascent. The road is best described respective of travel direction, in eight segments divided by natural features and mines.

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\(^1\) Rocky Mountain News 12/17/66 p1 c2.
Figure 4.57: The enlarged topographic map provides an overview of Winnebago Hill Haul Road, 5GL.2170.1, its branch, 5GL.2170.2, and original Chase Gulch Road, 5GL.2126.2. The polygons are associated mines. 5GL.7.12 = Belden Tunnel; 5GL.299 = Ellery Shaft; 5GL.2202 = Black Quartz; 5GL.2203 = Centre Midlevel Tunnel; 5GL.2205 = Ranney Mine.

Segment 1 begins where the road first becomes identifiable high on Winnebago Hill’s north crest. The segment traverses a steep, east-facing slope with sandy soil, granite outcrops, and older second-growth ponderosa pines. At one time, the road featured a tread about 7’ wide graded with cut-and-fill methods, retained in places by large granite rocks. Storm runoff, however, heavily eroded the edges and washed sediment across the surface. Barely discernible, the bed is now faint, 6’ wide, and blanketed with sand. The segment extends 120’ and changes character as it wraps around a prominent point on the slope.

Segment 2 begins where the road curves northwest around a point and exhibits its original design, materials, and workmanship. The road contours across a steep, northeast-facing slope whose young fir forest and dense cobble soil holds the roadbed in place. The bed is 8’ wide and consists of cobble and boulder base capped with sand and soil, retained by a dry-laid rock wall 1’ to 2’ high. The tread is 6’ wide and well-preserved, although saplings grow through the surface. After 113’ the segment reaches a prospect complex (unrecorded) and changes character again.

Segment 3 descends sharply and extends 50’ through a prospect complex. The road crosses the waste rock dump derived from a prospect shaft now completely collapsed. The tread is 10’ wide.
**Segment 4** leaves the prospect complex and descends westerly at a very gentle angle. The bed is 8’ wide and graded with cut-and-fill methods, rubble being used as a base and paved with sand and soil. A dry-laid rock wall reinforced by loose rocks stacked along its outside edge retains the tread, presently 6’ wide and well-preserved. Near the segment’s east end, traffic wore the surface away and exposed several rough bedrock outcrops. After 140’, the segment ends where the road abruptly changes pitch.

**Segment 5** abruptly changes pitch from a gentle to a radical westerly descent, as much as a 20 percent grade. Design, materials, and workmanship are like the other segments, with larger cobbles used in the retaining wall. The tread is becoming overgrown with saplings and blanketed with duff and rubble from upslope. The segment is 195’ long and ends where the road passes by the Centre Mine’s Midlevel Tunnel (5GL.2203).

Near the west end of the steep pitch, **Segment 6** crosses the toe of the Midlevel Tunnel’s waste rock dump. An intersection with a branch haul road (5GL.2170.2) is on the dump’s west side, where the segment ends. The stretch through the mine is 55’ long and the tread 6’ wide.

Immediately after leaving the Midlevel Tunnel, **Segment 7** relaxes in pitch and continues 100’ west through the Black Quartz Mine (5GL.2202), a small shaft. The bed is 9’ wide and constructed with the same design, materials, and workmanship as the previous segments. The tread is 7’ wide and becoming overgrown but is well-preserved.

The last segment descends gently from the prospect complex to an intersection with the Gilpin Tramway grade (5GL.2104.1) and original Chase Gulch Road (5GL.2126.2), the road’s northwestern end. The bed is 10’ wide and constructed as above, and the tread is 7’ wide and becoming thickly overgrown with fir saplings.

**Winnebago Hill Haul Road Interpretation**

The road is a good example of the mining district’s professionally-constructed ore hauling routes, sometimes labeled quartz roads on historic maps. Planning for long term use by heavy wagons, workers graded the bed with cut-and-fill methods. They first created a firm bed with exhumed rocks retained by dry-laid walls. The workers then paved the rubble with gravel and sand to make a flat and well-drained tread. Width was 6’ to 7’, a standard for large wagons. The road is overgrown yet serviceable today because of the quality of its construction.

The road also hints at the complexity of the system between Central City and Black Hawk. The haul road and its branch (5GL.2170.2) were a one-way route from the Winnebago Hill mines to the Black Hawk mills. Wagons loaded ore at the mines, traveled connectors to the Winnebago Hill roads, descended into Chase Gulch, and continued to Black Hawk. There, they loaded supplies and returned to the mines, but via a different route with gentle ascent, probably in Gregory Gulch. The Winnebago Hill roads were apparently segments in a greater system of loops designed for specific traffic patterns.

**Winnebago Hill Haul Road Condition and Integrity**

The Winnebago Hill Haul Road as recorded is in good condition. The bed and its cut-banks and rock walls are well-preserved, and the tread features its original surfaces. Saplings are, however, beginning to encroach in from the sides. Sheetwash erased the road’s final connections with other routes on Winnebago Hill’s summit.
The road possesses sound integrity. Design of the route is readily apparent, and design of the bed, with its cut-and-fill construction, cobble base, and sandy tread is clear. The road also retains integrity of materials and workmanship. Descending through a mining landscape, the road also has association and feeling of mining district transportation.

Winnebago Hill Haul Road Significance

The road is eligible as an individual resource and is also a contributing element of the landscape. The road contributes as a visible ore hauling route connecting Winnebago Hill’s crest with original Chase Gulch Road on the gulch floor. The road’s path through the forest and up the hillside is apparent, with the rock walls adding small-scale detail.

The road is recommended individually eligible under NRHP and SRHP Criterion A for its role in the mining industry. The road was an important means for freighting ore from Central City mines, and especially those on Winnebago Hill, to the Black Hawk mills. Wagons continuously fed the mills via the road from the early 1860s through late 1880s, when the Gilpin Tramway railroad subsumed most haulage.

The resource is recommended eligible under Criterion C as a good example of its resource type, a professionally built ore hauling road. The resource embodies characteristics such as a quality bed with cobble basement, rock retaining walls, sandy tread, and width of 6’ to 7’. The steep pitch also reflects one-way traffic, a common pattern designed to avoid conflict.

In terms of NRHP Criterion D and SRHP Criterion E, the road will yield important information upon further study. In particular, the road is an important component of a larger transportation network tying Central City to Black Hawk. In the network, roads ascended from Central City up to an artery road contouring east-west along Winnebago Hill’s summit. The Winnebago Hill Haul Road connected the summit with original Chase Gulch Road on the gulch floor. Chase Gulch Road was another artery with feeder roads extending outward along both sides to various destinations including mines and centers of logging. Some routes known as quartz roads were designed for one-way ore traffic, others for in-bound freight, and yet more for multiple uses. A study of the network based on archival research and documentation of individual roads will shed light on the transportation system fundamental to the Central City district. The findings could be extrapolated to other mining regions.

Winnebago Hill Haul Road Management Recommendations

In terms of Section 106, Winnebago Hill road is individually eligible and a contributing element of the landscape. The road’s lower 40’ traverse a BLM land tract. Transfer of the tract from federal to local government is an adverse effect. Mitigation may be required.

The road also provides excellent heritage tourism opportunities and should be preserved in its own right. The greatest opportunity involves adapting the road into a segment connecting several interpretive loop trails. Suggestions include:

- Detailed archival research may provide the road’s name and construction date.
- Remove saplings on road tread. Thin trees along upslope, south side. Stumps to grade.
- Road naturally becomes a ready-made trail.
- Interpretive sign on Gilpin Tramway grade explaining road history.
Winnebago Hill Haul Road Heritage Tourism Potential: High

The road provides opportunity because of its strategic location and potential as a connector in the proposed Winnebago Hill Haul Road loop trail. The road’s lower half provides a feeling of seclusion and discovery, while the upper half has excellent vantage points.

*Winnebago Hill Haul Road.* The loop begins on Chase Gulch Road near the dam. The trail ascends east up Winnebago Hill Haul Road to Winnebago Hill’s north point, and then follows a wagon road (unrecorded) contouring west to the Ranney Mine. Trail users can descend back to start on another road, or continue on the wagon road to Robert Ingersoll Pipeline, and then back to the start.

*Interpretive Signage* can explain history of the road, the greater network, and reliance on wagon transportation.
ATTACHMENT C

PRELIMINARY BRIDGE ELEVATION
ELEVATION - MARYLAND MOUNTAIN BRIDGE
BLACKHAWK, CO
BIG R BRIDGE PROJECT NO. 2016-02551
CROSS SECTION - MARYLAND MOUNTAIN BRIDGE
BLACKHAWK, CO
BIG R BRIDGE PROJECT NO. 2016-02551
ATTACHMENT E

LOCATION MAP OF PROPOSED CHASE GULCH BRIDGE
Chase Gulch Pedestrian Bridge Design Concept
- 10' width, 40' length, bridge design to meet AASHTO standards
- same location as historic crossing
- self-weathering steel finish, wood plank driving surface
- approximately 5' above creek

Note: This photograph does not represent bridge support and access design. Actual Bridge will be supported with concrete sills and accessed directly with a road base trail, no handrails.

Maryland Mountain Recreation Area
Chase Gulch Bridge Concept
Maryland Mountain consists of about 600 acres of rugged terrain within Black Hawk city limits. Maryland Mountain presents a significant opportunity for the City of Black Hawk to offer an alternative outdoor and heritage experience to its community and guests. The Big Idea is to create a comprehensive trail network for mountain bikers and hikers by developing a hierarchy of trail types that offer a variety of lengths and experiences for both novices and experienced users alike. Along with the new trails, historical interpretive displays and technology will communicate the rich mining and tramway railroad history of Black Hawk while highlighting the mining remains.

This application represents Phase 1: rehabilitation of the historic Tramway Mainline to be a public trail. The historic Tramway Mainline graded surface will serve as the backbone of the trail system. The Mainline surface will be 48” in width, with grades generally under 4%, making this trail accessible to everyone. Walkers, runners, strollers, leashed pets and kids on bikes will all enjoy the Mainline route. The compacted surface and gentle grades also allow accessibility to persons with physical disabilities. The Mainline connects a future new Trailhead with destinations such as Chase Gulch Waterfall, Bonanza Mill and a Town Overlook. The Mainline would also be available in winter for use by Fat/Snow Bikes.

A new bridge concept at the Chase Creek crossing is planned to complement the character of the historical crossing. Historically, a bridge here provided a crossing for the tramway grade to access Winnebago Hill to the south.
ATTACHMENT H

TRAMWAY PROJECT DESIGN CONCEPT
OVERALL TRAMWAY MAINLINE IMPROVEMENT PLAN

PLAN DATA:
EXISTING ZONING: ENVIRONMENTAL CHARACTER PRESERVATION (ECP)
PROPOSED: NO CHANGE
PROJECT SUMMARY: 9500' TRAMWAY MAINLINE RESTORATION AS PUBLIC TRAIL

OWNER/APPICANT:
CITY OF BLACK HAWK, CO
ATTN: JACK LEWIS CITY MANAGER
PO BOX 68
BLACK HAWK, CO 80422
PHONE: 303-52-2292

SUBMITAL PREPARER:
MARY HART DESIGN LLC
PO BOX 8258
BRECKENRIDGE, CO 80422
PHONE: 970-389-3583

LOCATION MAP
ADD/ALT Plan for Tramway Singletrack Loop

- Clear and grade tramway to establish platform and trail surface per mainline cross-section
- 50' long fill design build wall
- 20' long 4' HT wall
- 12' long 4' HT wall
- 12' long 3' HT wall
- 10' long 3' HT wall
- 10' long 4' HT wall
- 24' long 24' RCF culvert with flared ends, compact fill to restore platform
- 2400' LF Hand Build Side Hill Singletrack
- 4000' LF Machine Build Trail
- 400' LF Hand Build Bike-a-Bike Connection Trail, steps and walls will be necessary
- Maryland Mountain Summit
- 100' LF Machine Build Exhibit
- Add/Alt Section: NW all of New Exhibition Trail

Note: If this drawing is not 24"x36", it has been revised from its original size. Scale is no longer applicable.

Plan Legend:
- Existing Contour
- Existing Road
- Historic Temporary Mainline to be restored
- Hike-A-Bike Path
- Existing Wall to remain
- New Wall or Wall Repair
- Bridge
- Stream
- Culvert
- Tramway Stationing

Scale: 1"=400'
ADD/ALT SCOPE DETAILS:

**BOULDER RETAINING WALL**

- Place boulders with long side horizontal, largest stones at the base. Tilt slightly into hill.
- Stacked boulders with long side horizontal.
- Widen graded crown and drain.
- Drainage rock 0.25 in to 1.5 inches, less than 10% fines.
- Natural mineral soil.

**BOULDER WALL 12"-24" HT, 18" - 30" WIDTH**

- From vertical.
- Outslope tread 5% typ.
- Height varies, 30" typ.
- Width varies, 24" typ.
- Natural mineral soil.

**TRAIL CONSTRUCTION NOTES:**

1. Trail width is typically 10'-12' wide, though may vary.
2. Layout shall follow "rolling contour" principles.
3. Fall line layouts as well as flat areas are to be avoided. Construction of trails in flat areas are to use a bench grade to minimum 5%.
4. Narrow sections may be closed for maintenance.
5. Average or overall trail grade is to be less than 10%.
6. Grades of less than 5% with short sections up to a maximum of 10% are recommended.
7. Natural objects to enhance safety and enhance trail aesthetics.
8. Grades may be staggered on either side of the trail or on the sides of cut or fill sections.
9. Grade reversals towards downhill side to allow drainage.
10. Grades shall be less than 6% with short sections up to a maximum of 10% are recommended.

**GRADE DIP NOTES:**

- There must be lower ground adjacent to trail tread so water has a place to drain.
- There shall be lower ground adjacent to trail tread so water has a place to drain.
- Trail tread shall be less than 10%.
- Typical grades are less than 10% with short sections up to a maximum of 20%.
- Grades shall be less than 6% with short sections up to a maximum of 10% are recommended.

**TRAIL CONSTRUCTION NOTES:**

- Natural objects to enhance safety and enhance trail aesthetics.
- Grades may be staggered on either side of the trail or on the sides of cut or fill sections.
- Grade reversals towards downhill side to allow drainage.
- Grades shall be less than 6% with short sections up to a maximum of 10% are recommended.
- Natural objects to enhance safety and enhance trail aesthetics.
- Grades may be staggered on either side of the trail or on the sides of cut or fill sections.
- Grade reversals towards downhill side to allow drainage.
- Grades shall be less than 6% with short sections up to a maximum of 10% are recommended.

**HAND ROLL SINGLETRACK**

- Roll over hills.
- Care must be taken when using this tool.
- To be used only when necessary.

**MACHINE-BUILD SINGLETRACK**

- Use machine equipment to build the trail.
- Care must be taken when using this tool.
- To be used only when necessary.
PRECAST CONCRETE BRIDGE SILL
2'-6"X16'-0"

APPROXIMATE AREA OF SOIL MODIFICATION (TYP.)
6'-6" x 16'-0"

WETLANDS EDGE

CREEK CHANNEL

ESTIMATED 100 YR FLOODPLAIN

CHASE WATERFALL

INSTALL 6" ROAD BASE TRAIL SURFACE TO BRIDGE

CHAS GULCH BRIDGE GRADING PLAN

NOTE: IF THIS DRAWING IS NOT 24"X36", IT HAS BEEN REVISED FROM ITS ORIGINAL SIZE. SCALE IS NO LONGER APPLICABLE.

SCALE: 1/4" = 1'
RESOLUTION 86-2016
A RESOLUTION APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE DEMOLITION OF STRUCTURES LOCATED AT 810 CHASE GULCH ROAD
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 86-2016

TITLE:  A RESOLUTION APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE DEMOLITION OF STRUCTURES LOCATED AT 810 CHASE GULCH ROAD

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 approve the Certificate of Appropriateness for the demolition of structures located at 810 Chase Gulch Road based on the criteria set forth in the staff memo dated December 5, 2016. The Certificate of Appropriateness application meets the intent of the criteria outlined in Section 16-368 of the City of Black Hawk Municipal Code.

RESOLVED AND PASSED this 14th day of December, 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 demolition of structures in Chase Gulch that are located outside the National Historic Landmark District and on property described in Exhibit A and generally located at 810 Chase Gulch Road, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, December 14, 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

S: 11 T: 3S R: 73W & S: 12 T: 3S R: 73W HOUSE & BARN ON GULNARE #641 QUARTZ VALLEY (IMPROVEMENTS ONLY)
The applicant, the City of Black Hawk, is requesting a Certificate of Appropriateness for the demolition of a residence and outbuildings at 810 Chase Gulch Road in preparation for new construction at the site.

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

MOTION TO APPROVE: Resolution No. 86-2016 - a resolution conditionally approving a Certificate of Appropriateness for demolition of the residence and outbuilding at 810 Chase Gulch Road.

The applicant, the City of Black Hawk, is requesting a Certificate of Appropriateness for the demolition of a residence and outbuildings at 810 Chase Gulch Road in preparation for new construction at the site. The property has been conceptually identified in the Maryland Mountain Park Master Plan as banquet/event destination. “The idea would be to create a facility that could provide outdoor space for hosting outdoor events and weddings, accessible for groups by wagon or sleigh.”

Historic resources on city-owned open space land in Chase Gulch and Maryland Mountain were inventoried by Mountain States Historical in 2014. The Nelson Ranch was identified in that survey and recorded as Site 5GL.2183 – the Nelson Property. The survey form states that the house was built in 1872 but was historically in another location. In the late 1960s or 1970s, the house was moved to the present location. Sheds and the privy were added over time after the move. In 2007, the City of Black Hawk purchased the property from George and Betty Nelson. The Nelsons used the residence part-time, but it has been vacant for several years. Eric Twitty of Mountain States Historical determined that the buildings on the property were not individually eligible for the National Register of Historic Places as they were moved or constructed within the past fifty years.

December 14, 2016
N/A
N/A
[ X]Yes [ ]No
Cynthia Linker, CP&D
Resolution 86-2016, Staff Report, and
Attachments A thru D
[ ]Yes [ X ]No
[ X ]Yes [ ]N/A
Cynthia L. Linker, CP&D
Jack D. Lewis, City Manager
Staff Report
BACKGROUND:

The applicant, the City of Black Hawk, is requesting a Certificate of Appropriateness for the demolition of a residence and outbuildings at 810 Chase Gulch Road in preparation for new construction at the site. The property has been conceptually identified in the Maryland Mountain Park Master Plan as banquet/event destination. “The idea would be to create a facility that could provide outdoor space for hosting outdoor events and weddings, accessible for groups by wagon or sleigh.” (Attachment A).

Historic resources on city-owned open space land in Chase Gulch and Maryland Mountain were inventoried by Mountain States Historical in 2014. The Nelson Ranch was identified in that survey and recorded as Site 5GL.2183 – the Nelson Property (Attachment B). The survey form states that the house was built in 1872 but was historically in another location (see image below). In the late 1960s or 1970s, the house was moved to the present location. Sheds and the privy were added over time after the move. In 2007, the City of Black Hawk purchased the property from George and Betty Nelson. The Nelsons used the residence part-time, but it has been vacant for several years. Eric Twitty of Mountain States Historical determined that the buildings on the property were not individually eligible for the National Register of Historic Places as they were moved or constructed within the past fifty years.
The demolition of the house and outbuildings requires a Certificate of Appropriateness (CofA). The intent of the CofA application process as regulated by Sec. 16-368 of the City of Black Hawk Municipal Code is to ensure that all development and redevelopment is reviewed prior to construction, reconstruction, alterations or demolition. A CofA application requires Staff to review a proposed development for compliance with design and zoning standards, and deem it acceptable for review by City Council. The regulations for a CofA have been reviewed by staff and comments are included below. Attached to this staff report are the complete supporting documents, while excerpts from the supporting documents are included within the report. The City Council shall review the application and either approve, conditionally approve, or deny the CofA.

The following site features will be covered by this proposed application:
- Demolition of the Gundy/Nelson residence
- Demolition of two metal sheds
- Demolition of two wood privies

Excerpts and staff evaluations from the relevant City of Black Hawk regulations follow.

**REVIEW CRITERIA:**

**Applicable City of Black Hawk Regulations**

**Certificate of Appropriateness:**

Excerpts from:

City of Black Hawk
Zoning Code
Chapter 16-368, City Council historic review process

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

**16-368(3)(a).** No building permit or site development plan shall be issued unless accompanied by a Certificate of Appropriateness (CofA) issued by the City Council for any of the following acts:

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

**16-368(3)(f):** Criteria for determining appropriateness of erection, construction, reconstruction, alteration. In determining the appropriateness of work (other than demolition) as proposed in an application for a site development plan or a building permit, the Board of Aldermen shall consider the following:
1. All plans, drawings and photographs as may be submitted by the applicant. 
   *The applicant has submitted photographs of the property (see below and Attachment C).*

*Gundy/Nelson residence*

*Metal shed & wood privy*
2. Information presented at a public hearing held concerning the proposed work.

Findings and recommendations will be presented to the Board of Aldermen at the Public Hearing scheduled for December 14, 2016.

3. The purpose of this Chapter.

The Gundy/Nelson residence is located outside of the historic residential district and the National Historic Landmark district. A historic resources survey conducted by Mountain States Historical determined that the building was not individually eligible for the National Register of Historic Places. Staff finds that the demolition will not have a negative impact on the NHL district, and is thus in conformance with the City of Black Hawk zoning and the Secretary of the Interior’s design standards.

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

The applicant has and will continue to pay all necessary fees required by the City.

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

The Gundy/Nelson residence was originally a one-and-a-half story side-gable house, but when relocated to the present site, the Nelsons converted the east side into the main entry by cutting a new doorway. Also on the south side, the symmetrical windows were replaced with smaller aluminum units. The west and north sides also had new openings for windows and a door. Some of the original clapboard siding remains, but it is replaced in some sections. A deck was also constructed on the east side, and a stairway and landing on the west side for a second-story entry. The house does retain historic classical window and door pediments. Mountain States Historical determined that the changes in design, materials and location negatively impact the building’s individual eligibility for the National Register of Historic Places.

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.

A historic resources survey conducted by Mountain States Historical determined that the building was not individually eligible for the National Register of Historic Places. The demolition of the building will not have a negative impact on the NHL district or on a potential National Register district in Chase Gulch.

7. The design standards for the City.

The design guidelines for City of Black Hawk do not apply to buildings located outside of the historic residential district.
**STAFF COMMENTS:**
Staff has evaluated the information provided for the proposed demolition of the Gundy/Nelson residence and outbuildings, and has determined that the application will not have a negative impact on the NHL district or on a potential National Register district in Chase Gulch.

**SUMMARY:**
The City Council should review the application, the comments in the report and any testimony by staff. The Council should next discuss if there is sufficient information and evidence that the Certificate of Appropriateness application meets the intent of the criteria outlined in Section 16-368 of the Black Hawk Municipal Code.

At the conclusion of its discussion, the City Council may make a motion to approve, conditionally approve, or deny this Certificate of Appropriateness, or to continue the item after additional information has been submitted.

**RECOMMENDATION:**
A sample motion for APPROVAL for the Certificate of Appropriateness application is:
I move to APPROVE a Certificate of Appropriateness for demolition of the residence and outbuildings at 810 Chase Gulch Road based on the criteria set forth in the staff report dated December 2, 2016. The Certificate of Appropriateness application for demolition will meet the intent of the criteria outlined in Section 16-368 of the Black Hawk Municipal Code.

**ATTACHMENTS:**
A. Maryland Mountain Park Master Plan
B. Inventory Form for Site 5GL.2183 – Nelson Property
C. Photographs: existing conditions
D. Aerial site map
ACKNOWLEDGMENTS

David D. Spellman, Mayor
Linda Armbright, Alderman
Paul G. Bennet, Alderman
Jim Johnson, Alderman
Hal Midcap, Alderman
Greg Moates, Alderman
Benito Torres, Alderman
Jack D. Lewis, City Manager

DATE: OCTOBER 2014

Prepared by:

With contribution by:
Arrowhead Trails, Inc.  |  www.ArrowheadTrails.com
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INTRODUCTION AND BACKGROUND

Maryland Mountain has played a vital role in the history of Black Hawk since the City was founded in 1864. Located directly northwest of the Black Hawk central business district, it is bounded on the north and east by Hwy 119, Chase Gulch to the south, with private ranch lands to the west. Throughout the late 1800s and early 1900s, this area was a bustling industrial site filled with mines, mills, roads, and tramway railroads. The mining scars have since transformed into a re-forested mountain landscape.

The City of Black Hawk has worked for years to acquire Maryland Mountain and now desires to create a new recreational opportunity for the community and guests. This plan intends to establish a framework for exploring possibilities and setting priorities for recreational and historical interpretive amenities within and around Maryland Mountain. Implementation of the Plan will assist the City in its efforts to offer a variety of experiences to increase overall visitor attendance, and is intended to be a dynamic tool for guiding actions and decisions at Maryland Mountain in the immediate future, as well as over the long term.
PURPOSE

Maryland Mountain presents a significant opportunity for the City of Black Hawk to offer an alternative outdoor recreation and heritage experience to its community and guests. As a City that has successfully focused on gambling and a gaming guest, a new trail system with historical interpretive amenities will now provide an outdoor recreation oriented guest the opportunity to explore in Black Hawk and learn about mining history. As the Front Range population and popularity of outdoor recreation activities continue to increase, Maryland Mountain Park is likely to receive even more visitors.

The Big Idea is to create a comprehensive trail network for mountain bikers and hikers. Developing a hierarchy of trail types will offer a variety of lengths and experiences for both novices and experienced users alike. Along with the new trails, historical interpretive displays and technology will communicate the rich mining and tramway railroad history of Black Hawk while highlighting the mining remains.

The purpose of this document is to provide initial ideas to guide the design and construction of the recreational trail system, associated amenities and set the framework for historical interpretation.

PROJECT GOALS

• As a regional destination, accommodate visitor traffic in a way that minimizes adverse impacts to existing neighborhoods. Provide trailhead parking at an accessible point to the Tramway that ensures safe crossing of Highway 191 using a grade separated overpass.

• Create a trail plan that will integrate with future interpretive facilities including signage, kiosks, and potentially cellular/smart phone technology to provide integrated informative and interpretive messages, enhancing visitor appreciation and understanding of Black Hawk history. Instill visitors with a sense of fun and learning so they are encouraged to visit again and tell others about their Black Hawk experience.

• Trails would be designed to meet IMBA standards appropriate to the type of trail and user, incorporating sustainable trail goals of minimizing impact to the environment, minimizing user conflicts, and minimizing maintenance and costs.

• Consider user safety and managing risks for a safe outdoor recreation experience.

• Incorporate rest overlooks at vantage points to highlight significant vistas.

• Design trails, amenities and interpretive features based on realistic budget and maintenance expectations using phasing to accomplish long term ideas

• Increase ADA accessibility where possible.

• Explore opportunities for ties to regional routes and off-site tramway remains for future expansion of the system.
After 1910, with rising labor costs and prices from ore sales falling, mining activities began to decline. As large mills closed, the end of the need for the Gilpin Tramway was evident. At the end of 1916, the railroad discontinued service and by October 1917, the tramway operated only to facilitate its own removal for scrap metal. While the mining legacy has passed, an incredibly rich historic and cultural legacy remains in the visible clues to this colorful past clinging to steep slopes throughout the region, especially the Bonanza Mill, Belden Mill, and the Tramway graded platform.

HISTORY OF BLACK HAWK, MARYLAND MOUNTAIN & THE GILPIN TRAMWAY

For decades from 1859 until well past the turn of the century, the Black Hawk mining industry was the staple support of the thriving local and regional economy with thousands of miners working in the gold and silver mines, mills, railroads and other mining related businesses. Deep-rock mining required processing of the ore that was brought to the surface in quartz stamp mills, which needed dependable water supplies. Soon North Clear Creek, Chase Gulch and Gregory Gulch were the home to numerous mills, and Black Hawk became the milling center for the entire Rocky Mountain gold mining region.

As mining flourished, the challenge of transporting ore to the mills was not being sufficiently addressed by the early wagon roads. In 1869 the first narrow gauge railroad in the Rockies was built up Clear Creek Canyon from Golden to the Gilpin mining region. Because mines were still separated a considerable distance and elevation from the ore processing mills located along the creeks, the Gilpin Tramway, a "baby railroad" using two-foot narrow gauge rails, was constructed in 1887 to transport ore and supplies from the mines to the mills. The Gilpin Tramway started on Clear Creek about a mile north of Black Hawk, and would travel south skirting the slopes of Maryland Mountain, making its way up Chase Gulch as it climbed around Winnebago Hill and on to other mines in Central City.

The Tramway was the vein of the Gilpin mining industry. The completion of the Gilpin Tramway afforded a cheaper means of transporting the ore from mines to mills, and was designed to run to nearly every mine in the region, getting ore to the marketplace quickly and economically.
Maryland Mountain Park ~ Master Plan

Rock Outcrops
Gilpin Tramway Grade
Castle Rock
**EXISTING CONDITIONS**

Maryland Mountain consists of about 600 acres of rugged terrain within Black Hawk city limits. Topography ranges from elevation 8150 in town up to 9200 at the summit, over a thousand feet tall. The landscape is characterized by heavily wooded northern slopes forested primarily with evergreen species of Lodgepole and Ponderosa Pine, Fir and Spruce. South facing slopes are typically open or sparsely wooded with similar evergreen species. The additional moisture provided by Chase Creek has allowed a lush regrowth of Cottonwood, Aspen and Willow and Alder in the Chase Gulch.

Spectacular rock outcrops occur throughout the mountain, providing dramatic scenery as well as opportunities to incorporate challenging mountain biking features. An old homestead, the Nelson Ranch, is located above Chase Gulch just past the Castle Rock outcrop, providing stunning views of this remarkable feature. Mining relics and ruins exist throughout the site and include mill foundations, tailings piles and the original tramway grade.

Access to Maryland Mountain trails will occur through two primary portals. One is directly from Gregory Street; cyclists can simply ride up Chase Gulch to access the trails. Proximity to the center of the City is one of the most appealing elements of the plan. The second access would be from a new trailhead parking facility north of Black Hawk on Highway 191. (See Parks and Amenities Program.) A third but less emphasized access can also occur on Barrett Street from Central City. This second, smaller trailhead parking lot could be provided to access the north end of Chase Gulch in a later phase of the project.
**PLAN CONCEPTS:**

**PARK TRAILS & AMENITIES PROGRAM**

**Trails**

A hierarchy of trail types using a stacked loop model has been planned to create a comprehensive outdoor experience for a variety of users. Trails have been designed and will be constructed to minimize environmental impacts and fit into the natural landscape. A shared use approach is recommended for all trails – systems that are shared use throughout have the advantage of creating consistent expectations, thus reducing conflict between all types of trail users accustomed to sharing the trail with each other.

The historic Tramway Mainline graded surface will serve as the backbone of the trail system. The Mainline surface will be approximately 48” in width, with grades generally under 4%, making this trail accessible to everyone. Walkers, runners, strollers, leashed pets and kids on bikes will all enjoy the 2.7 mile Mainline route. The compacted surface and gentle grades also allow accessibility to persons with physical disabilities. The Mainline connects the new Warming House Trailhead with destinations such as Chase Gulch Waterfall, Town Overlook, and Skills Area. The Mainline would also be available in winter for use by Fat/Snow Bikes. Those who desire a more challenging mountain biking experience might venture onto the 8 miles singletrack. Singletrack trails are typically 18” in width with grades that might average up to 8% and include some steeper sections exceeding 12%. The mountain biking singletrack is designed to provide looping opportunities with a connection to the Summit. In addition, approximately two miles of hiking and descending-only trails are also designated.
TRAIL SYSTEM DESTINATIONS
1. WARMING HOUSE TRAILHEAD / PARKING / RESTROOMS
2. BARRET ROAD PARKING / TRAILHEAD
3. MARYLAND MOUNTAIN SUMMIT
4. WATERFALL / CASTLE ROCK
5. NELSON RANCH OUTPOST
6. SKILLS AREA
7. TRAMWAY OVERLOOK / REST-STOP
8. HISTORICAL INTERPRETIVE OPPORTUNITIES
   A. BONANZA MILL
   B. SITE OF WRECKS OF ENGINES 2 & 3
   C. WARMING HOUSE
   D. OLD CABIN
   E. DEEP MINESHAFT
   F. BELDEN MILL VIEWING AREA
   G. ROBERT EMMET MINE
   H. QUEEN OF THE WEST MINE
   I. SARATOGA MILL SKELETAL RECONSTRUCTION
DESTINATION:

Trailheads

Two new trailheads would be provided to access the trail system. The primary trailhead would be located about a half mile north of the City on Highway 119. Named "The Warming House" after the historic use as of the site, the Warming House was a tramway structure measuring 250' long and 28' wide with three tracks inside where ore on trains was thawed before delivery to mills. The trailhead could provide parking for 55-70 cars, signage, seating, bike racks and a bridge across Clear Creek and the Highway for safe access to the trails. Bridge design might incorporate historic railroad trestle design elements if feasible. The City should explore use of composting toilets for restrooms at the trailhead.

A secondary smaller trailhead could be provided at a later phase. Located on Barrett Road, the trailhead would provide convenient access to the north end of the park, particularly for those users interested in accessing the Skills Area.
DESTINATION:

Nelson Ranch

A concept for the use of Nelson Ranch as a banquet/event destination is included in the master plan. The idea would be to create a facility that could provide outdoor space for hosting outdoor events and weddings, accessible for groups by wagon or sleigh. Outdoor terraces would be enhanced by the sound of Chase Creek and views to Castle Rock. The ranch house would be remodeled or replaced, with updates to include catering support facilities, covered terraces, a lawn for ceremonies, and restrooms. Potentially a concessionaire could be contracted to operate the facility.
A location for a mountain bike Skills Area is depicted on the Master Plan. Typically Skills sites need a water source for construction and maintenance, and slopes that are more gentle. A concept for a pump track and skills courses with skinnies, wood banks and ladders, woop de woos, rock drops, table tops, berms and jumps provide this sort of riding variety for this specialized user. A company that specializes in this type of bike park design and construction should be consulted for development of park designs and installation.
CHASE GULCH BRIDGE CONCEPT
**Trails Bridges**

Water and drainage crossings are minimized in the trail plan to the extent practical. Where crossing is necessary trail bridges may be used for crossing streams, ditches, and other places constituting a safety hazard or to protect the natural environment. Assessments of environmental damage, as well as evaluations of less obtrusive alternatives to bridges such as culverts, fords, and trail relocation, will be considered before bridge construction or replacement. Bridges will be kept to the minimum size needed to serve trail users and other maintenance and preservation needs, and designed in harmony with the surrounding natural environment.

A new bridge concept at the Chase Creek crossing is contemplated to complement the character of the historical crossing. Historically, a bridge here provided a crossing for the tramway grade to access Winnebago Hill to the south. Trail users could cross Chase Creek at this point with a simple fording feature such as a log or boulders in the short term, however a concept for a new bridge is included here for future implementation.

A significant bridge is considered appropriate to create the safe grade separated crossing across Highway 119 from the Warming House Trailhead to the Tramway trail on the west side of Clear Creek. There would be opportunities to design the bridge to reflect historic railroad bridges and to create an attractive gateway feature to Black Hawk from the north.
Signage

A comprehensive information, wayfinding and interpretive signage system should be designed and installed and Maryland Mountain Park. Trail maps should use IMBA sign and difficulty rating standards to help users understand trail lengths and challenges. It is recommended that all signs are designed and constructed in a context sensitive manner with the overall intent to minimize sign clutter. Below is a brief description of some of the various categories of signage and basic guidelines that should be used placing signage within Maryland Mountain Park.

Identity Signs. Identity signs provide a “welcome” message and announce the location of or arrival at a particular spot. These signs should be bold, simple, strong, and typically stand on their own. Possible materials could recall those used in mining such as heavy timber, stones or self-weathering steel.

Orientation/Regulatory Signs. Orientation signs are generally concentrated at major user entry points such as trailheads and would include detailed orientation maps, rules, lists of appropriate and inappropriate uses ie: non-motorized, as well as other background information. Signs should convey important safety messages. Signage often plays an integral role in educating visitors about responsible use of open space resources, and should explain environment issues to keep potential for resource damage to a minimum. They can also foster an awareness of trail etiquette regarding right-of-way (i.e., between pedestrians, cyclists) and travel etiquette (i.e., encourage users to stay to the right side of the trail, yielding to climbers, etc). Trailhead orientation signage is also an opportunity to introduce users to what sort of interpretive experience they can expect on the trail and what themes are. These signs should be related in material and font to the identity signs.

Trail Wayfinding Signs. These signs provide trail names, trail difficulty and potentially mile markers to help visitors find trails they seek and keep them from getting lost. These signs should be low key, placed adjacent to the trail without creating a hazard, composed of natural materials that blend with the landscape, with messages large enough to be noticeable to trail users.
MARYLAND MOUNTAIN PARK ~ MASTER PLAN

Chase Gulch, Castle Rock & Bridge

View of Gregory & Chase Gulches

Gilpin Tramway Depot

Belden Mill
Historical Interpretation

The City of Black Hawk has identified a community need/desire for development of historical interpretive opportunities at Maryland Mountain and Chase Gulch. Next steps would be to create a planning document to define interpretive objectives and themes, and guide the design and implementation of new interpretive media at Maryland Mountain. The process of this interpretive planning would be integrated with the further design of park amenities, emphasizing mining history and the relationship and importance of the Tramway Railroad. Additional interpretive opportunities would be to illuminate the links between mining and the environment including the ecological impacts of mining, how the landscape has changed through human use and how it has since recovered. The process would include analysis of the technical feasibility of implementing wireless delivery of interpretive content on the trail and recommendations for development of content for wireless delivery.

Recommendations for development of traditional interpretive media such as interpretive panels should also be considered. Panels could be used to present an interesting, engaging suite of historic photos and maps, and might be two types: Primary and Secondary. Primary interpretive signs convey the interpretive theme of the major interpretive sites while secondary interpretive signs convey a more detailed level of interpretive information and are often smaller versions of primary interpretive signs. Care should be taken to develop interpretive materials whose graphic vocabulary is compatible with other signs. Interpretive material that has been developed for trails can easily be repurposed for presentation on the internet, brochures, or other venues in order to leverage the material to produce value elsewhere in other ways.

Opportunities for highlighting Primary historical features include accessing the Bonanza Mill, creating a Belden Mill viewing area, and a potential reconstruction of a skeleton representing the Saratoga Mill. Secondary historical features might include the site of Engine 2 and 3 wrecks, deep mineshafts and the Robert Emmet Mine.
Opinion of Possible Costs and Phasing

Phasing a project consists of breaking it down into more manageable chunks and dealing with each one as a separate project. With the complexity and variety of all of the elements at Maryland Mountain Park, a phased approach to project implementation is recommended.

Trail phasing recommendations have been noted on the trail master plan map, with the Tramway Mainline improvements coming first, along with singletrack necessary to complete a loop. The construction of these trails could occur concurrently with the construction of the Warming House Trailhead, so that a Phase 1 opening could occur. Design of the interpretive features should happen concurrently with the design of the trail and amenity features.

Later phases would be implemented as funds and opportunity permits, and would include installation of additional trails, the Skills Area and the design and construction of Nelson Ranch. Installation of interpretive elements might be included in this secondary phase.

Final phases might be installation of the Barrett Road Trailhead and bridge crossings to enhance the visitor experience.

The following spreadsheet shows the potential phasing and possible costs broken down by phase and for each trail type noted in the specifications.

### Maryland Mountain Park Opinion of Possible Costs - Black Hawk, CO

<table>
<thead>
<tr>
<th>Trail Type</th>
<th>Estimated Phase 1 Distance - Linear feet</th>
<th>Estimated Phase 2 Distance - Linear feet</th>
<th>Estimated Phase 3 Distance - Linear feet</th>
<th>Professional Trail Construction/ LF</th>
<th>Est. Phase 1 Cost Range</th>
<th>Est. Phase 2 Cost Range</th>
<th>Est. Phase 3 Cost Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type I - Tramway Mainline Trail</td>
<td>14,200</td>
<td>NA</td>
<td>NA</td>
<td>$ 3.00</td>
<td>$ 42,600.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type II - Machine Built Singletrack Trail</td>
<td>5,600</td>
<td>17,600</td>
<td>NA</td>
<td>$ 3.75</td>
<td>$ 21,000.00</td>
<td>$ 66,000.00</td>
<td></td>
</tr>
<tr>
<td>Type III - Singletrack Hand Build Trail</td>
<td>8,100</td>
<td>6,700</td>
<td>NA</td>
<td>$ 6.00</td>
<td>$ 48,600.00</td>
<td>$ 40,200.00</td>
<td></td>
</tr>
<tr>
<td>Type IV - Hiking and Descent Trail</td>
<td>1,000</td>
<td>NA</td>
<td>9,500</td>
<td>$ 5.00</td>
<td>$ 15,000.00</td>
<td></td>
<td>$ 47,500.00</td>
</tr>
<tr>
<td>Mountain Bike Skills Trail - Machine build</td>
<td>NA</td>
<td>NA</td>
<td>2,000</td>
<td>$ 5.00</td>
<td></td>
<td></td>
<td>$ 10,000.00</td>
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<tr>
<td>Mountain Bike Skills Area - Pumptrack, Flow, Jump and Skills trails</td>
<td>.25 acre pump track 3 - 250 lf dh skills</td>
<td>$12.00-$15.00</td>
<td>+ Materials</td>
<td>$ 40,000.00</td>
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<tr>
<td>Chase Road impr.</td>
<td>6500</td>
<td>$ 8.00</td>
<td></td>
<td></td>
<td>$ 52,000.00</td>
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<td>Wall reconstruction</td>
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<td></td>
<td></td>
<td></td>
<td>$ 20,000.00</td>
<td></td>
<td></td>
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<tr>
<td>Mainline bridge</td>
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<td></td>
<td></td>
<td></td>
<td>$ 10,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chase historic bridge</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>$ 25,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chase creek crossing</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>$ 10,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Trail System</strong></td>
<td>28,900.00</td>
<td>30,800.00</td>
<td>11,500.00</td>
<td>$ 147,200$</td>
<td>$ 193,200$</td>
<td>$ 107,500$</td>
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<tr>
<td>15% Contingency</td>
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<td></td>
<td></td>
<td>$ 67,185$</td>
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<tr>
<td>Project Totals</td>
<td>Trail length 81,880.00</td>
<td>Project cost $515,085</td>
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<td></td>
<td></td>
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</tbody>
</table>

This opinion of potential construction cost was provided based on consolidated input from Colorado professional trail builders and IMBA experience on similar projects. The costs noted in this report are for trail construction only, and do not include planning, design, permitting, easements/purchases, trailhead development, erosion control, or project management. It is important to note that the actual length of a constructed trail is typically 10-20 percent greater than the designed length, due to the turns and undulations of a trail tread on the landscape.

Costs very greatly based upon a variety of factors, including: remote nature of the work, demand for trail contractors in a given year, availability of volunteer labor, terrain, vegetation, and length of the build season. This cost opinion is based on construction using a mix of trail machines and hand labor as noted.
Funding

Ongoing and potential future funding sources include:

- City budget line item. The City Council can provide funding support as community budgets allow or issue bonds for project implementation
- Regulatory sources such as Development Impact Mitigation Funds, Growth-Impact Ordinances, Special Improvement District, or Open Space Assessments that the City might implement
- Partnerships and co-sponsors (IMBA), including teams of volunteers
- Private donations
- Fundraising
- User fees
- Potential voter approved sales tax for creation of a dedicated revenue stream for trails
- Grants Sources such as People for Bikes
- Voluntary business collection of funds for trails (see www.1PercentForOpenSpace.org)

Federal Funding Sources

- Intermodal Surface Transportation Efficiency Act (ISTEA) (Colorado Department of Transportation)
- National Recreational Trails Trust Fund (US Department of Transportation)
- US Forest Service- Challenge-Cost Share Program.
- Bureau of Land Management Challenge-Cost Share Program
- National Park Service: Rivers and Trails Conservation Program
- Land and Water Conservation Fund
- Soil Conservation Service: Resource Conservation and Development Program

State funding sources

- Great Outdoors Colorado GOCO Grant program
- Colorado Division of Wildlife
- Department of Local Affairs: Energy Impact Assistance Program
- State Historical Society
- State University System programs
- Colorado State University Extension Program
- Colorado School of Mines
- Colorado Parks and Wildlife.
  http://cpw.state.co.us/aboutus/Pages/TrailsGrantsNM.aspx
- Colorado Center for Community Development
**Trail Maintenance**

Snow and ice should be planned to be removed from asphalt and concrete at trailheads. The trailhead at Barrett Road could be summer use only with no snow removal anticipated.

Guidelines for a regular trail inspection schedule and maintenance program should be documented to maintain trails appropriately. A schedule for repair or clearing of trail heads as needed... Repair trail treads or clear trails as needed with respect to erosion or debris caused by tree downfall, flooding, rain, or users should be established. Some obstacles are appropriate to remain on intermediate or expert trails that mountain bikers assume as risks that are normal, obvious and inherent to the activity. However hidden, unexpected hazards should be addressed. Typically downed trees in forested sections will need to be sawn through seasonally.

No snow removal would occur on soft surface trails. The Tramway Mainline may see a naturally compacted snow surface created by use of winter hikers and snowbikers.

Maintain infrastructure at trailheads including paving, restrooms, signs, kiosks, and fences or gates.

Consider organizing a voluntary or paid trail patrol, providing education to visitors on responsible trail use, monitoring user conflict, and as a safety resource.
TRAIL DESIGN SPECIFICATIONS

Maryland Mountain Park Trail Construction Specifications
City of Black Hawk, CO | 8.25.14

General Standards for Mountain Bike Trails

• Trail slope will typically follow the "Half Rule" – that the tread grade is not greater than half the percentage of the slope it travels across

• Trail slope max target will be 15% to prevent user based erosion, except if armored or surface is built of rock or wood

• Average trail grade for priority mountain biking trails to be 8% or less.

• Typically 5% outslope to be provided for drainage unless in a bermed condition.

• Grade reversals are to be installed at appropriate intervals to prevent erosion

• Incorporate transition measures to prevent abrupt changes of flow such as corral rocks, log chokes, grade reversals or turns

Type 1 Tramway Mainline Trail

• Machine Construction with maximum machine width of 48"

• Maximum average grade < 6% following existing tramway platform

• Corridor 6-8 feet width, trail ceiling 10-12 feet high

• Finished trail tread 48" wide natural compacted surface with outslope or crowning

• Clear corridor of existing trees, major trees at sides of corridor may remain and be limbed for height clearance. Tree material to be cut up into portable sections and dispersed.

• Cut trees and remove stump if necessary based on trail disturbance and structural integrity, trail tread to be free of obstructions

• Re-grade, re-cut sloughed material to provide a trail tread 48” wide

• Re-locate trail tread towards backslope area to provide a minimum 24” buffer zone to fall hazards of existing edges of walls

• Construct drainage features where necessary

• Re-build walls to support trail platform where necessary. One wall is beyond most trailbuilders scope and may need to be engineered.

Phase 1 = 14,200 lf
Crossings: Option for bridge crossing at Chase Gulch

Type II Multi-use, Singletrack Mountain Bike Trail

• Machine Construction with maximum machine width of 48"

• Maximum average grade 8-10%, maximum sustained grade 20% short distances

• Trail corridor 6 feet wide maximum, trail ceiling 10-12 feet high

• Finished trail tread intended to be 18” - 24” wide compacted outsloped natural surface trail, tread to be generally free of obstructions. Trail tread will be 36” to 48” wide until vegetation regrows narrowing the trail tread to 18” - 24”.

• Rolling grade designed with drainage features such as nicks where necessary, downslope berm material to be dispersed on site

Phase 1 = 5,600 lf
Crossings: Option for bridge crossing at Chase Gulch

Phase 2 = 17,600 lf total
7,600 lf summit descent includes +/- 10 switchback turns
10,000 lf "blue loop"

Type III Singletrack Mountain Bike Trail

• Hand built construction
- Maximum average grade 10-12%, Maximum sustained grade 25% short distances
- Trail tread corridor 24"-30" width, trail ceiling 8-10 feet high
- Finished trail tread 18"-24" wide generally using full bench cut, compacted outsloped natural surface
- Clear corridor of existing trees, major trees at sides of corridor may remain and be limbed for height clearance. Tree material to be cut up into portable sections and dispersed on site.
- Cut trees flush and/or remove based on trail disturbance and structural integrity, finished trail tread will have obstructions, rocks, roots etc that will remain as technical elements.
- Rolling grade designed with drainage features such as nicks where necessary, downslope berm material to be dispersed on site.
- Switchback radius maximized for terrain and ride ability, minimum 4-6 feet

Phase 1 = 8,100 If total
4,200 If at steep north hillside
3,900 If north tramway through forest
Crossings: Option for small bridge at void of platform in Tramway

Phase 2 = 6,700 If total
6,700 If summit trail

Type IV Hiking Trail Only (or non-climbing mountain bike trail)
- Hand built construction
- Maximum average grade 15%, Maximum sustained grade 30% short distances
- Clear corridor of existing trees, major trees at sides of corridor may remain and be limbed for height clearance. Tree material to be cut up into portable sections and dispersed on site.
- Cut trees flush and/or remove based on trail disturbance and structural integrity, finished trail tread will have obstructions, rocks, roots etc that will remain as technical elements.

Phase 1 = 1,000 If total
1000 If tramway hikeabike connection north of Warming House to complete loop at challenging terrain

Phase 3 = 9,500 If total
5,000 If summit trail
2,600+ 1200 + 700 If connectors

References


ATTACHMENT B

INVENTORY FORM
SITE 5GL.2183 – NELSON PROPERTY
Named after a family, the Nelson Property is a relatively recent residential complex based around a historic house. The complex includes a leveled earthen pad, two sheds, a privy, and deck less than 50 years old, and a house built in 1872 but relocated several decades ago. The Nelson Property was inventoried for the Land Disposal because the house is older than 50 years, even though it was moved from elsewhere, and the site’s north and south ends overlap BLM land. The site is on Chase Gulch’s floor opposite and west of Castle Rock. Quartz Creek trickles past the site, and the surrounding environment is open meadow and stands of aspen trees. Negro Hill rises steeply to the west, and is overgrown with ponderosa pines and more aspens. A stamp mill foundation (5GL.2154) is along the creek to the east, and Robert Ingersoll Placer (5GL.2162) is a short distance south.

Nelson Property History

The Nelson Property was a part-time residential complex developed on patented mining claims in Chase Gulch well outside of Black Hawk and Central City. The property’s development and improvement thus fell within Gilpin County’s supervisory jurisdiction, but occurred during a time when little attention was paid to such projects. Information about the site is thin, derived from a Gilpin County Assessor file and informal interviews with several long-term Black Hawk residents who knew of the Nelsons.

The assessor file indicates that the house presently on-site was built in 1872. Long-term residents claim that the house was moved to its present location during the late 1960s or 1970s, with the sheds and privy added over time. In 2007, the City of Black Hawk purchased the property from George and Betty Nelson, likely the original developers. The Nelsons lived on-site part-time during the 1980s and 1990s, and sold to the city because their heirs were not interested in residing there or maintaining the property. No one recalls how or where the house was moved from, whether it was disassembled or carried intact via truck, but it was placed on an impermanent foundation over a bulldozed pad.

Nelson Property Description

The Nelson Property was a residential complex cobbled together during the late 1960s or early 1970s on a pad flattened with a bulldozer. The Nelsons redeveloped the Gulnare Tunnel site, using its waste rock dump as a basement for the pad. At one time the Gulnare was a minor operation, its tunnel extending due west and intersecting a shaft around 100′ up the hillside. The waste rock dump had been a small flat area, which the Nelsons expanded in all directions, erasing all traces of the tunnel. Their pad became 75′x150′ in area, with a south extension 18′ wide and 45′ long, and a north extension 15′ wide and 54′ in area. The site’s access road descends to the northeast and joins present-day Chase Gulch Road on Quartz Creek’s northeast side.

The Nelsons improved the pad’s southern half for their house and the northern half as a parking area. For the residence, the Nelsons relocated an 1872 house (F1) from elsewhere and then modified it. As built, the house was side-gabled, story-and-one-half, 23½’x30½’ in plan, 12½’ high at the roof eaves, and 19′ at the gable peak. In moving the house, workers apparently disassembled it and rebuilt it on-site over a foundation of rocks and cinderblocks arranged
around a shallow cellar pit. The house was oriented east-west in length, with what was the historic front facing south.

Figure 4.43: Plan view of Nelson Property (5GL.2153) and Stamp Mill Foundation (5GL.2154) on Chase Gulch floor. Castle Rock pinnacle is off the map’s right edge.

Abandonment of the side-gable floorplan was one of the principal alterations. The Nelsons converted the east side into the front by cutting a new doorway. They left the historic
doorway in the south side as a second exit and replaced the original symmetrically-opposed windows with squat aluminum units. Although the Nelsons filled gaps in the window frames with boards, they left the original historic Grecian pediments. The house’s east side originally had four double-hung windows also with Grecian pediments. The Nelsons installed smaller aluminum windows and filled in the gaps, as well. In the west and north sides, they also cut entirely new openings for windows and a door.

Some of the original clapboard siding was left on the walls, while other sections were replaced. Most of the north side was refitted with old siding very similar to the original, but different nonetheless. Half the front (east) was replaced with more recent material.

Last, they constructed a deck on the east side, and a stairway and landing on the west side for the second-story entry. Overall, the house no longer retains integrity of location, design, appearance, or materials.

Shortly after relocating the house, the Nelsons arranged a yard 80’x80’ in area emphasizing outdoor use. They stationed a picnic bench and swing-sets around the east side, and erected an overlook deck. A steel shed (F2) provided tool storage. Exhumed stumps, obsolete agricultural equipment, and machine parts were haphazardly arranged around the yard for ambiance, fenced with wire mesh in recent years.

The parking area was left largely open, but the Nelsons graded a platform at the northwest corner for a ribbed steel storage shed (F3). Because the house lacked a bathroom, they also installed a privy next to the shed. At first glance the privy appears to be historic, but actually consists of weathered planks nailed to a frame of planed 2”x4” members on cinderblocks. The Nelsons also collected weathered lumber for construction and stacked it next to the privy.

In the meadow below and northeast of the bulldozed pad, the Nelsons gathered more obsolete agricultural, machine, and mining pieces. All came from elsewhere. The Nelsons were tidy and careful to dispose of rubbish properly. Relatively little refuse is scattered about. A few pieces of lumber, cinderblock fragments, and iron are distributed in the grass around the site, and tableware, window glass, and colorless and amber glass fragments are sprinkled on the parking area and in the grass. Buried archaeological deposits are absent.

Nelson Property Condition and Integrity

The Nelson Property is in fair condition when perceived for what it is: a forty-year-old residential complex. The house, decks, sheds, and assemblage of salvaged equipment pieces are preserved. The house is in poor condition as a historic resource, having been relocated and heavily modified in floorplan and materials. The house does, however, retain its original roofline and rectangular footprint.

The house is the site’s only historic feature, and it retains poor integrity. Relocation from elsewhere negated integrity of location, while changing the floorplan affected design. Replacement of siding and windows compromised materials, and the out-of-context agricultural equipment and mining items, along with the recent decks, compromising feeling and setting.

Nelson Property Significance

The Nelson Property’s contribution to the landscape is questionable. Although lacking integrity of location, the house does add architectural detail to the landscape, reminiscent of
period buildings in the area. But the collection of agricultural and mining equipment is out of
place and detracts from the landscape’s feeling.

The property is individually ineligible because it was developed during the last 50 years and
does not qualify as historic.

**Nelson Property Management Recommendations**

The Land Disposal will have no effect because the site is not historic. The site also has no
heritage tourism potential.
ATTACHMENT C

PHOTOGRAPHS – EXISTING CONDITIONS
Attachment C
Nelson Property photographs: existing conditions
ATTACHMENT D
AERIAL SITE MAP
Attachment D
Aerial Map of Nelson Property
RESOLUTION 87(A)-2016
A RESOLUTION
CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE COMPREHENSIVE SIGN PLAN AMENDMENT, AND AWNING INSTALLATION, AND APPROVING A LICENSE AGREEMENT FOR Z CASINO

and

RESOLUTION 87(B)-2016
A RESOLUTION DENYING THE VARIANCE REQUEST FOR THE Z CASINO COMPREHENSIVE SIGN PLAN
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 87(A)-2016

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE COMPREHENSIVE SIGN PLAN AMENDMENT, AND AWNING INSTALLATION, AND APPROVING A LICENSE AGREEMENT FOR Z CASINO

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

Section 1. The City Council hereby conditionally approves a Certificate of Appropriateness for the a Comprehensive Sign Plan Amendment, and Awning Installation at Z Casino with the following conditions:

A. Proper Building, Electrical, Public Works and Sign Permits shall be applied for and approved prior to the installation of any new sign;

B. Any damage to the building façade, in particular the façade bricks, that results from installation of new awnings will have to be repaired with a same type of material. A repair will not constitute as valid if the repairs are patched up or painted over with any other type of material than was damaged. The repair must be of high quality material and work; and

C. The three window signs proposed and marked with a red X on page 11 of the staff report shall be eliminated from the CSP and the sheets are to accordingly be updated in advance of a building permit for any such work with this application.

Section 2. The City Council hereby approves the License Agreement between the City and Z Casino for Awning Installation on Black Hawk 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 14th day of December, 2016.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

Resolution No. 87(B)-2016  

TITLE: A RESOLUTION DENYING THE VARIANCE REQUEST FOR THE Z CASINO COMPREHENSIVE SIGN PLAN  

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

Section 1. The City Council hereby denies the request for a variance for three (3) window openings to which the maximum sign coverage of twenty five percent (25%) has been exceeded.  

Section 2. The City Council specifically finds and determines that the Applicant has not demonstrated satisfaction of any of the criteria necessary to grant a variance pursuant to Section 15-63(b) and Article XV of Chapter 16 of the Black Hawk Municipal Code.  

RESOLVED AND PASSED this 14th day of December 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 Comprehensive Sign Plan Amendment and exterior modifications at the Z Casino. In addition, a variance in regards to proposed window signs and a License Agreement for awnings extending into the public right-of-way will also be reviewed. This property is described in Exhibit A below and is generally located at 101 Gregory Street and 155 Selak Street.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, December 14 at 3:00 p.m., 2016 or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner
City Clerk

Exhibit A

101 Gregory Street –
S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 029 Lot: 005 THRU:- Lot: 010 & IMPS

And;

155 Selak Street –
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Z Casino Comprehensive Sign Plan Amendment, Awning Installation, License Agreement and Variance Request (P-16-11)

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

MOTION:

Resolution No. 87(A)-2016: A Resolution approving a Certificate of Appropriateness for a Comprehensive Sign Plan Amendment, Awning Installation, and License Agreement for Z Casino with the following conditions:

1. Proper Building, Electrical, Public Works and Sign Permits shall be applied for and approved prior to the installation of any new sign.
2. Any damage to the building façade, in particular the façade bricks, that results from installation of new awnings will have to be repaired with a same type of material. A repair will not constitute as valid if the repairs are patched up or painted over with any other type of material than was damaged. The repair must be of high quality material and work.
3. The three window signs proposed and marked with a red X on page 11 of the staff report shall be eliminated from the CSP and the sheets are to accordingly be updated in advance of a building permit for any such work with this application.

The License Agreement is between the City and Z Casino for Awning Installation on Black Hawk Street.

Resolution No. 87(B)-2016: A Resolution denying the Variance Request for the Z Casino Comprehensive Sign Plan.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

CSP & AWNING INSTALLATION:

On July 12, 2016, the City of Black Hawk received an application for a Certificate of Appropriateness for a Comprehensive Sign Plan (CSP) Amendment and Awning update from Dodd Hanneman on behalf of Z Casino. The intent of this submittal is to amend the existing CSP to include additional signs and to the permit the installation of new awnings over the existing facade. The color of every awning on the casino would also be changed from the existing maroon tone to Sunbrella Mediterranean Blue #6052. The majority of proposed sign updates include adding vinyl window graphics to each entrance and several other windows. Additional signage will also be added to the existing awnings as well as to the two new awnings proposed to be installed along the eastern entrance. The location of all previously approved signs will remain the same.
LICENSE AGREEMENT:
Upon review of the CSP submittal it was discovered that two (2) of the awnings along the north-eastern façade encroach into the Municipal right-of-way. In order to permit the awnings a new license agreement must be approved. A new license agreement has been drafted and signed by the applicant to permit the awnings location.

VARIANCE:
The applicant has submitted a variance request for three window openings to which the maximum sign coverage of 25% percentage has been exceeded (signs indicated on page 11 of the staff report). Staff suggests that the applicant, in advance of the public hearing on December 14 provide a CSP revision for each of the three windows in question on the variance request, to demonstrate a desired plan that does not exceed 25% window coverage on those three windows. Otherwise, staff suggests that an additional condition be included that requires the CSP document to be updated to indicate a red X over the subject signs. It shall then be indicated that the subject signs are not to be included in the approved CSP for this property. Such approval then will allow window signs, but not to exceed 25% coverage.

AGENDA DATE: December 14, 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 No. 87A/B-2016, Staff Report, Development Application Form, Comprehensive Sign Plan Document, Project Narrative, Variance Request, License Agreement

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: Cynthia L. Linker, CP&D

12/5/2016

REVIED BY: Jack D. Lewis, City Manager
Staff Report
BACKGROUND:

CSP & AWNING INSTALLATION
On July 12, 2016, the City of Black Hawk received an application for a Certificate of Appropriateness for a Comprehensive Sign Plan (CSP) Amendment and Awning update from Dodd Hanneman on behalf of Z Casino. The intent of this submittal is to amend the existing CSP to include additional signs and to permit the installation of new awnings over the existing facade. The color of every awning on the casino would also be changed from the existing maroon tone to Sunbrella Mediterranean Blue #6052. The majority of proposed sign updates include adding vinyl window graphics to each entrance and several other windows. Additional signage will also be added to the existing awnings as well as to the two new awnings proposed to be installed along the eastern entrance. The new awnings require a License Agreement as they extend over the City Right-of-Way in front of the building. The location of all previously approved signs will remain the same. Attached to this Staff report is a copy of the amended CSP document that catalogues all signs. Z Casino is permitted 605.79 sq. ft. of sign area without a CSP and 1029.84 sq. ft. (an additional allowance of 70%) with a CSP per the existing sign code (Chapter 15 of the Municipal Code). In total, Z Casino proposes approximately 873.7 sq. ft. of total sign area. Excerpts from the proposed CSP, indicating the proposed signs and their locations, have been included below. Also included is the License Agreement to allow the awnings to extend over the City Right-of-Way of Black Hawk Street.
### Image 1: Sign Location Map

![Sign Location Map](image)

### Image 2: Proposed Sign Details

<table>
<thead>
<tr>
<th>No.</th>
<th>Sign Type</th>
<th>Illumination</th>
<th>Orientation</th>
<th>Elevation</th>
<th>Knot</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>3D Sign</td>
<td>Internally Illuminated</td>
<td>East</td>
<td>125.52 ft</td>
<td>105</td>
<td>Existing</td>
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<td>2</td>
<td>2D Sign</td>
<td>Internally Illuminated</td>
<td>East</td>
<td>125.87 ft</td>
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<td>Existing</td>
</tr>
<tr>
<td>3</td>
<td>2D Sign</td>
<td>Internally Illuminated</td>
<td>East</td>
<td>100 ft</td>
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<td>New</td>
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<td>25 ft</td>
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<td>New</td>
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<td>97.6 ft</td>
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<td>Halogen Lighting</td>
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<td>All Entrances</td>
<td>12 ft</td>
<td>135</td>
<td>Existing</td>
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<tr>
<td>8</td>
<td>Wall Sign</td>
<td>N/A</td>
<td>West</td>
<td>N/A</td>
<td>140</td>
<td>Existing</td>
</tr>
</tbody>
</table>

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[Image 2: Proposed Sign Details](image)
LICENSE AGREEMENT
Upon review of the CSP submittal it was discovered that two (2) of the awnings along the north-eastern façade encroach into the Municipal right-of-way. In order to permit the awnings a new license agreement must be approved. A new license agreement has been drafted and signed by the applicant to permit the awnings location. A copy of the license agreement has been included as an attachment.

VARIANCE
Per Section 15-43(a)(8) of the City of Black Hawk Sign Code, window signs shall only cover up to twenty-five percent (25%) of any window area. The Z Casino ownership has worked with City of Black Hawk Staff to ensure that window signs will not exceed 25% of any window opening. However there are three (3) windows to which the maximum percentage is proposed to be exceeded. These three (3) windows are identified below.

The subject window opening is approximately 37.5” x 25” or 6.5 sq. ft. total. The two signs in each window opening total approximately 1.73 sq. ft. and 1.83 sq. ft. for a combined total of 3.56 sq. ft. Therefore the total sign coverage is approximately 54 percent. This area once served as a second entrance to the Bullwhackers Casino that existed at the same address.
The applicant has submitted a request for variance to ensure that the subject windows are not mistaken for the casino’s entrance. Based on this argument, Staff recommends that the request for the variance is substantial and should not be granted. In 2013 City Council studied, contemplated, and approved the new Sign Code and made a concerted effort to allow window signs, such as these requested, but limited the window coverage to a maximum of 25%.

When the original application came in from the applicant many windows were proposed to exceed the 25% limitation. The applicant worked on the re-submittal of the application and reduced the number of windows to three (3) that are now proposed to exceed the 25% limit. Staff suggests that the Z Casino logo and the three (3) arrows (total each window = 54% coverage) on each window is too excessive and does not recommend approval of the requested variance. Staff suggests that the applicant choose, on these three (3) specific windows, whether they desire to keep either the ‘Z Logo’ OR the ‘ARROW’ graphic, but NOT both on each window.

The proposed Comprehensive Sign Plan, Awning Installation, and Variance request has been reviewed by Staff for compliance with Chapter 15 (Sign Code – Sign Regulations) of the Black Hawk Municipal Code.

**APPLICABLE CITY OF BLACK HAWK REGULATIONS**

**COMPRENSIVE SIGN PLAN**

Section 15-13 of the Municipal Code (Sign Code) regulates the need for a Comprehensive Sign Plan (CSP). This Staff report relates the need for City Council to review and take action on the proposed amendment of a Comprehensive Sign Plan. The Black Hawk Municipal Code requires a public hearing necessitating a notice in the paper and posting of the property. Both the notification and posting have been completed.

The CSP is provided by the City of Black Hawk Municipal Code to offer more flexibility with the number, size, proportion and balance of signs. The City of Black Hawk Municipal Code permits a total allowable square footage of signage to be calculated at one square foot per linear foot of building frontage. The CSP allows for a total signage area calculated at 135% of the total allowed sign area. An additional 35% of sign area is permitted for those CSP’s that propose utilization of Electronic Message Centers (EMC). The total sign area proposed may be a maximum of one-hundred and seventy percent (170%) of the permitted sign area allowed on the subject property, if all requirements are met. Excerpts from the Black Hawk Code as they relate to the regulation of Comprehensive Sign Plans are included below. Those regulations that are particular to this submittal have been provided along with Staff comments.

*Z Casino proposes 873.709 sq. ft. of sign area. Included below is an evaluation for the CSP.*
Sec. 15-13. Comprehensive Sign Plans. The Comprehensive Sign Plan is the device and process employed by the City to ensure an appropriate balance between building architecture, signage and neighborhood aesthetics. This Section assumes that strict compliance with preceding sections of this Chapter provides effective signage for smaller properties and developments and meets community goals for appearance and safety. However, as developments grow in size, opportunities for more effective signage increases. Larger sites offer opportunities for alternative regulation of the number, size, proportion and balance of signs according to alternative standards consistent with the types of establishments, state of the art technology and their approved architecture character.

Sec. 15-13(b) Applicability. A Comprehensive Sign Plan is required for each of the following uses: (1) Any building located in a nonresidential district wanting to have additional sign area than allowed in a Standard Sign Plan and wanting the ability to utilize special event banners and signs for any special event as defined in the Black Hawk Municipal Code. The regulations governing a Certificate of Appropriateness can be found in Section 16-368 (City Council historic review process) of the Black Hawk Municipal Code.

Staff Comment: The applicant is required to submit an amended CSP since they have proposed to install additional signs. A CSP is required to permit the proposed sign inventory which is allowed by the City Code.

Sec. 15-13 (c) Application filing. Applications for Comprehensive Sign Plans shall be submitted to the Planning Department.

Sec. 15-13 (d) Submittal requirements.

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

(2) Comprehensive Sign Plans shall include:

a. All signs, their location in site plan format, and color renderings of the proposed signage. Where sign lighting will have a significant impact on the visual interpretation of the sign, color renderings should be submitted to show the effects of the proposed signs and lighting.

b. Dimensions of each proposed sign listed in a chart summarizing the total area of each and all proposed signs together with the total allowed sign area for the property. The height above grade shall be indicated for blade signs and freestanding signs.
c. A statement as to the calculation of the allowed sign area based on the appropriate building
frontage length for the building.

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

Staff Comment: The proposed CSP has been prepared in accordance with the City of Black Hawk
regulations. As indicated above however, Staff does not recommend approval of the requested
variance for three (3) windows with proposed graphics that exceed the maximum coverage of
25%. Other than those three (3) windows, the signage proposed is in compliance with the City
Sign Code.

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

Staff Comment: As mentioned, some of the awnings and their signs project into the public right-
of-way. A License Agreement has been prepared for the encroachment. Please see attached.

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

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

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

(3) Temporary Banner Sign and Special Event Signs:

a. Temporary Banner Sign: One temporary vinyl style banner sign is allowed only if included in an
approved Comprehensive Sign Plan. A temporary banner sign shall not count toward the maximum
sign area permitted for a given business and shall adhere to the following regulations:

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

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

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

Staff Comment: The proposed CSP is permitted to utilize 170% of the allowable sign area since the CSP contains an Electronic Message Center sign (EMCs). The proposed window signs meet the requirements as set forth in Section 15-43(8) other than the three (3) signs that are applicable to the variance request mentioned above. The CSP does not propose use of temporary banner signs or special event signs.

Sec. 15-13(g) The Comprehensive Sign Plan shall be reviewed in terms of its impact on surrounding land uses and its compatibility with the purposes of this Chapter and with other City planning and zoning programs and regulations.

Sec. 15-13(i) Council review and approval. Within sixty (60) days of receipt of a complete application, the Council shall act to approve, approve with conditions or deny the application. The comprehensive sign plan shall be approved if:

(1) Implementation of the comprehensive sign plan will provide signage more compatible with the surrounding development and designed with a high quality appearance; and
Staff Comment: The proposed signs are compatible with the other business signs that surround the property in the heart of Black Hawk’s gaming district, other than the three (3) windows proposed to exceed the 25% maximum coverage.

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

Staff Comment: The proposed signs are compatible with surrounding properties in terms of size and scale. The signs do not over-encumber the façade of the subject building and complement the existing architecture, other than the three (3) windows proposed to exceed the 25% maximum coverage.

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

Staff Comment: Both existing and new signs are consistent in both size and form with the architecture and site characteristics, other than the three (3) windows proposed to exceed the 25% maximum coverage.

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

Staff Comment: The proposed signs meet the objectives of the City’s standards, other than the three (3) windows proposed to exceed the 25% maximum coverage.

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

Staff Comment: The proposed sign plan meets the purpose of the comprehensive sign plan program, other than the three (3) windows proposed to exceed the 25% maximum coverage.

Sec. 15-13(j) Modifications: Once authorized by the Council, a Comprehensive Sign Plan may be modified through the following procedure:

(1) Regardless of size, any building with a Comprehensive Sign Plan will require an approval, either by City Council or Administrative, to make changes to the said plan.

a. City Council approval is required for changes to a Comprehensive Sign Plan for major modifications (changes to greater than 10% of the initial approved Comprehensive Sign Plan sign area) as long as the total sign area allowed is not exceeded.

b. Administrative approval is required for changes to signs including minor modifications (changes to 10% or less of the initial approved Comprehensive Sign Plan sign area).

Staff Comment: A previous Comprehensive Sign Plan existed for Z Casino. In an effort to implement new signs, the applicant is updating the Z Casino CSP to allow additional advertising
signs. The proposed amendment to the CSP exceeds 10% of the existing CSP sign area, which requires a City Council approval.

CERTIFICATE OF APPROPRIATENESS (AWNINGS)

Excerpts from:

City of Black Hawk
Zoning Code
Chapter 16 – Zoning

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

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

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

16-368 3. (f): Criteria for determining appropriateness of proposed 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;
      Diagrams identifying the locations and dimensions for the proposed awnings have been included in the Comprehensive Sign Plan document as part of the application.

   2. Information presented at a public hearing held concerning the proposed work:
      A representative of the Z Casino will provide additional information at the City Council meeting if needed.
3. The purpose of this Chapter:
The purpose of this Chapter is to ensure that all development and in this case, the new renovations, meet the zoning requirements of the City of Black Hawk. The property is zoned Gaming Outstanding Lodging and Dining (GOLD) with a PUD overlay. This district encourages a complementary mix of retail, services, restaurants, and lodging accommodations in a manner which recognizes the continuing viability of the City as a destination resort community. The District development standards (Sec. 16-97) 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:
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:
The proposed renovations will match or compliment the current design, materials, and colors of materials currently present on other awnings at the Z Casino. The proposed color swap is appropriate for the GOLD 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;
The architecture of the building fits in with the historic character of the City. The proposed renovations to the awnings 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. The proposed renovations to the Z Casino awnings are appropriate for the district and will match the design present and previously approved for the casino.

VARIANCE

City of Black Hawk
Zoning Code
Chapter 16 – Zoning

Sec. 16-326. Board of Appeals. (2) To vary or modify the application of this Chapter, relating to the use, construction or alteration of buildings or structures, or the use of land, so that the spirit of this Chapter is observed, public safety and welfare secured and substantial justice done, when the strict application of this Chapter will deprive a property of the privileges enjoyed by other property of the same zoning
classification in the same zoning district because of special circumstances applicable to a property, including its size, shape, topography, location or surrounding.

As mentioned, the applicant would like to place additional signage within the window openings on a former entrance of the Bullwhacker’s Casino, as this area no longer serves as an entrance. The subject signage is proposed to indicate where the main entrance of the Z Casino is located. These signs can assist in wayfinding for pedestrians, customers, and emergency personal, however Staff suggests that the applicant needs to choose on each window whether they desire to keep either the Z Casino logo OR the arrow graphic. Staff suggests that the applicant, in advance of the public hearing on December 14 provide to Staff a CSP revision for each of the three (3) windows of question on the variance request, to demonstrate a desired plan that does not exceed 25% window coverage on those three (3) windows. Otherwise, Staff suggests that an additional condition be included that shows the following proposed signs with a red X are not to be included in the approved CSP for this property. Such approval then will allow window signs, but not to exceed 25% coverage.

STAFF COMMENTS:
Staffs from Black Hawk and Baseline Corporation have reviewed and evaluated the prepared Comprehensive Sign Plan amendment provided for the Z Casino and finds the document to be in compliance with the regulations established in Sec. 15-13(f), which states that the total sign area used may not exceed one hundred seventy percent (170%) of the permitted sign area. The maximum of one hundred seventy percent (170%) of sign area is allowed since Z Casino proposes to utilize the CSP and Electronic Message Center (EMC) signs. The total permitted sign area for the Z Casino, based on building street frontage, is 605.79 sq. ft. Regulations outlined above allow Z Casino the use of maximum of 1029.84 sq. ft. of sign area. The proposed CSP document includes approximately 873.7 square feet of sign area and it is well within the limits set above.

Also, Staff has identified awnings that project into the City owned right-of-way along Black Hawk Street. A separate license agreement exists (dated March 12, 2014 / Resolution 16-2014) for this property that permits the sign encroachment of a LED sign along Black Hawk Street. Staff has requested
that a new agreement be executed at this time to permit the encroachment of the two new awnings into the public right-of-way. That agreement is included with this Staff report.

The issue of the variance has been and it has been determined that Staff does not support the request as discussed throughout this report. Staff requests that the applicant provide a revised sheet for the three (3) window signs that demonstrates 25% or less coverage on the three (3) windows of concern. If not provided by the applicant, Staff recommends that a condition be included that the three (3) window signs proposed and marked with a red X on page 11 of this Staff report be eliminated from the CSP.

In regards to the awnings, Staff feels that the proposed renovations are minor in nature. The proposed awnings will match others already located on the building façade and the new blue color selection is appropriate for the area and zone district.

In summary, Staff recommends that the proposed amendment to the Comprehensive Sign Plan for the Sasquatch Casino be approved and a Certificate of Appropriateness be granted, subject to three (3) conditions:

1. Proper Building, Electrical, Public Work and Sign Permits shall be applied for and approved prior to the installation of any new sign.
2. Any damage to the building façade, in particular the façade bricks, that results from installation or removal of old or new signs will have to be repaired with a same type of material. A repair will not constitute as valid if the repairs are patched up or painted over with any other type of material than was damaged. The repair must be of high quality material and work.
3. The three (3) window signs proposed and marked with a red X on page 11 of the Staff report shall be eliminated from the CSP and the sheets are to accordingly be updated in advance of a building permit for any such work with this application.

**FINDINGS:**
Within thirty (30) days of receipt of a complete application, the City Council may approve, conditionally approve, or deny the application for Comprehensive Sign Plan. Sections 15-13 (a) Purpose and (b) Applicability provide the ability of the property owner to submit the application. Following are findings that can be referred to relate to the criteria in Section 15-13(i):

(1) Implementation of the comprehensive sign plan will provide signage more compatible with the surrounding development than strict compliance with this Code;
(2) Implementation of the comprehensive sign plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood;
(3) Implementation of the comprehensive sign plan will provide signage consistent with the architecture and site plan characteristics of the proposed project;
(4) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics;
(5) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives cited in the comprehensive sign plan statement of purpose; and
(6) Implementation of the comprehensive sign plan will result in a substantial reduction in the number and area of perimeter freestanding signs associated with the project as compared to strict compliance with this Code.
RECOMMENDATION:
Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION:

Resolution No. 87(A)-2016: A Resolution approving a Certificate of Appropriateness for a Comprehensive Sign Plan Amendment, Awning Installation, and License Agreement for Z Casino with the following conditions:

1. Proper Building, Electrical, Public Works and Sign Permits shall be applied for and approved prior to the installation of any new sign.
2. Any damage to the building façade, in particular the façade bricks, that results from installation of new awnings will have to be repaired with a same type of material. A repair will not constitute as valid if the repairs are patched up or painted over with any other type of material than was damaged. The repair must be of high quality material and work.
3. The three window signs proposed and marked with a red X on page 11 of the staff report shall be eliminated from the CSP and the sheets are to accordingly be updated in advance of a building permit for any such work with this application.

The License Agreement is between the City and Z Casino for Awning Installation on Black Hawk Street.

Resolution No. 87(B)-2016: A Resolution denying the Variance Request for the Z Casino Comprehensive Sign Plan.

ATTACHMENTS:
A. Land Development Application Form
B. Z Casino Amended Comprehensive Sign Plan document
C. Certificate of Appropriateness Narrative
D. Variance Request Narrative
E. License Agreement / Insurance
Applicant’s Submittal
DATE: 7.12.16
APPLICANT NAME: Z CASINO
APPLICANT ADDRESS: 101 GREGORY ST
APPLICANT MAILING ADDRESS: PO BOX 49
APPLICANT CONTACT NUMBER: 303-859-7700 EMAIL ADDRESS: dhanneman@j2scasino.com
PROPERTY OWNER NAME: CGGAMING LLC
PROPERTY OWNER ADDRESS: 101 GREGORY ST
PROPERTY OWNER MAILING ADDRESS: PO BOX 49
PROPERTY OWNER CONTACT NUMBER: 303-859-7700 EMAIL ADDRESS: dhanneman@j2scasino.com
PROJECT NAME: Z CASINO C.I.S.P.
PROJECT ADDRESS: 101 GREGORY ST
PROJECT DESCRIPTION: Comprehensive Sign Plan

IS PROPERTY WITHIN CITY LIMITS: YES ☑ NO ☐
PRESENT ZONING: CASINO/GAMING
NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE):
NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): BLACK HAWK BLOCK 02S LOT 005-010
GILPIN COUNTY ASSESSOR’S I.D. NO.(S): 2003948 EXISTING PROPERTY SIZE: 1878 ACRES/SQ.FEET

(Please attach a copy of survey/plat.)
EXISTING BUILDING SIZE: 34,415 SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: ☐

APPLICANT READ AND ACKNOWLEDGE THE FOLLOWING

FOR INFORMATIONAL PURPOSES, SECTION 16-370 OF THE BLACK HAWK MUNICIPAL CODE ESTABLISHES THE REQUIREMENT FOR APPLICANT 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, the adopted Black Hawk Fee Schedule 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.

A complete submittal is a minimum of five (5) hard copy sets and one electronic in PDF format must accompany application.

SIGNATURE OF APPLICANT: [Signature]

DATE: 7.13.16
ATTACHMENT B

Z CASINO AMENDED COMPREHENSIVE SIGN PLAN
CSP Presented By
Z Casino
101 Gregory St. | PO Box 49
Black Hawk, CO 80422
Main: 303-271-2500
Fax: 303-271-2501

Property/Business Owner
JZ Gaming
101 Gregory St. | PO Box 49
Black Hawk, CO 80422

Preparer of Sign Plan
JZ Gaming
101 Gregory St. | PO Box 49
Black Hawk, CO 80422

Design Number: JZ061616
Version: JZ06161601
Update Reference Numbers:
#9 | #10 | #11 | #12 | #13 | #14 | #15 | #16 | #17 | #18 | #19 | #20 | #21

Update Reference Numbers:
#9 | #10 | #11 | #12 | #13 | #14 | #15 | #16 | #17 | #18 | #19 | #20 | #21

By signing this document, the City of Black Hawk designee affirms that the Comprehensive Sign Plan has been finalized and is ready to be placed on a City Council agenda for review.

Signature
Vincent Harris, AICP - Baseline Planning Director
On behalf of the City of Black Hawk
Community Planning and Development Department
This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of CC Gaming. Permission to copy or revise this drawing can only be obtained thru a written agreement with CC Gaming.

<table>
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<tr>
<th>REF.</th>
<th>SIGNS</th>
<th>QTY.</th>
<th>TYPE</th>
<th>ILLUMINATION</th>
<th>ELEVATION</th>
<th>SQ.FT</th>
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<td>3</td>
<td>EXISTING</td>
<td>INTERNALLY ILLUMINATED</td>
<td>NORTHEAST EAST WEST</td>
<td>125.58 ft² (EACH)</td>
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<td>2</td>
<td>EMC</td>
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<td>5</td>
<td>BLADE SIGN</td>
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<td>67.5 ft²</td>
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<td>6</td>
<td>WALL</td>
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<td>EXISTING</td>
<td>HALO LIGHTING</td>
<td>NORTH</td>
<td>32.042 ft²</td>
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<tr>
<td>7</td>
<td>DOOR VINYL</td>
<td>25</td>
<td>EXISTING</td>
<td>N/A</td>
<td>ALL ENTRANCES</td>
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<td>WALL MURAL</td>
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<td>N/A</td>
<td>WEST</td>
<td>N/A</td>
</tr>
<tr>
<td>9</td>
<td>FRIDAYS $3.99 PRIME RIB DINNER</td>
<td>1</td>
<td>EMC</td>
<td>EXISTING</td>
<td>INTERNALLY ILLUMINATED</td>
<td>EAST</td>
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<tr>
<td>10</td>
<td>SIGN</td>
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<td>NEW (PROPOSED)</td>
<td>N/A</td>
<td>EAST</td>
<td>.665 ft² (EACH)</td>
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<td>11</td>
<td>Z CASINO</td>
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<td>SHED AWNING</td>
<td>COPY PAINTED WHITE</td>
<td>NEW (PROPOSED)</td>
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<td>12</td>
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<td>COPY PAINTED WHITE</td>
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<td>SHED AWNING</td>
<td>COPY PAINTED WHITE</td>
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<td>SHED AWNING</td>
<td>COPY PAINTED WHITE</td>
<td>NEW (PROPOSED)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Account Contact: Dodd Hanneman
Main: 303-582-5623 x102
Marketing Contact: Joe Behm
Designer: David Esquibel
Original Date: 6/16/16

DATE: 6/16/16
REVISION: CSP UPDATE

DESIGN NUMBER: JZ061616

101 Gregory St.
PO Box 49
Black Hawk, CO 80422
Main: 303-271-2500
Fax: 303-271-2501
This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of CC Gaming. Permission to copy or revise this drawing can only be obtained thru a written agreement with CC Gaming.

Account Contact: Dodd Hanneman 303-582-5623 x102
Marketing Contact: Joe Behm 303-271-2950
Designer: David Esquibel

Original Date: 6/16/16

**Building Frontage Calculation:**
Gregory St./Black Hawk St. 153.71’
HWY 119 187’
Selak St. 265.08’
Total Building Frontage 605.79’

**Allowable Signage Square Footage Calculation:**
Total Building Frontage: 605.79’
Section 15-13 Comprehensive Sign Plan Allows up to 170% of the Sign Area

**Total Allowed Signage Square Footage:**
605.79’X1.70= **1029.84** Sq. Feet
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Account Contact: Dodd Hanneman
303-582-5623 x102

Marketing Contact: Joe Behm
303-271-2950

Designer: David Esquibel

Original Date: 6/16/16

DATE
6/16/16

REVISION
CSP UPDATE

DESIGN NUMBER: JZ061616

EXISTING SIGNS

PROPOSED SIGNS

SITE PLAN | VICINITY MAP | EXISTING & PROPOSED SIGN LOCATIONS
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EXISTING CONDITIONS

1. INTERNALLY ILLUMINATED PAN CHANNEL LETTERS
   - SCALE: 3/8" = 1'-0"
   - QUANTITY: 3 EXISTING
   - 125.58 sf (EACH)

2. S/F WALL MOUNTED EMC
   - SCALE: ½" = 1'-0"
   - QUANTITY: 1 EXISTING
   - 52.67 sf
EXISTING CONDITIONS

3 S/F WALL MOUNTED EMC
QUANTITY: 1 EXISTING
SCALE: 3/8" = 1'-0"
100 sf²

4 DOUBLE-SIDED MONUMENT WITH INTERNAL ILLUMINATION
QUANTITY: 1 EXISTING
SCALE: ½" = 1'-0"
32 sf²

FRIDAYS $3.99 PRIME RIB DINNER
S/F INTERNALLY ILLUMINATED PROJECTING BLADE SIGN

SCALE: ½” = 1’-0"

QUANTITY: 1 EXISTING

67.5 sf

NOTE: OPTION TO ADD "PARK" TO BACKSIDE OF EXISTING SIGN.
HALO ILLUMINATED F.C.O. LETTERS ON EXISTING PANEL

SCALE: 3/4" = 1'-0"

QUANTITY: 1 EXISTING

32.042 sf

EXISTING CONDITIONS
ENTRY DOOR | WINDOW VINYL

**QUANTITY:** 8 EXISTING
17 PROPOSED

**SCALE:** 1 ½" = 1'-0"

**7A - PROPOSED DOOR | WINDOW VINYL 4 QTY**

**7A - EXISTING DOOR | WINDOW**

**7B - PROPOSED DOOR | WINDOW VINYL 4 QTY**

**7B - EXISTING DOOR | WINDOW**
7G - EXISTING DOOR | WINDOW

7H - EXISTING DOOR | WINDOW

7G - PROPOSED DOOR | WINDOW 3 QTY

7H - PROPOSED DOOR | WINDOW 4 QTY

This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of CC Gaming. Permission to copy or revise this drawing can only be obtained through a written agreement with CC Gaming.

Account Contact:
Dodd Hanneman
303-582-6293 x102

Marketing Contact:
Joe Behm
303-271-2950

Designer:
David Esquibel

Original Date:
6/16/16

DATE: 6/16/16

REVISION: CSP UPDATE

2016 Z CASINO COMPREHENSIVE SIGN PLAN

DESIGN NUMBER: JZ061616
EXISTING CONDITIONS

8 WALL MURAL
QUANTITY: 1 EXISTING
SCALE: N/A
N/A sf

NOT AN ENTRANCE SIGN
QUANTITY: 1 EXISTING
SCALE: 1 1/2” = 1'-0"
.665 sf

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Dodd Hanneman
303-582-5623 x102

Marketing Contact:
Joe Behm
303-271-2950

Designer:
David Esquibel

Original Date:
6/16/16
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Account Contact: Dodd Hanneman 303-582-5623 x102
Marketing Contact: Joe Behm 303-271-2950
Designer: David Esquibel
Original Date: 6/16/16

**DATE:** 6/16/16  
**REVISIONS:**

**REVISIONS: DESIGN NUMBER:** JZ061616

**SIGN PLAN:**

**ARt Superimposed on Photo - Shown at Approximately Relative Scale**

**SUNBRELLA MEDITERRANEAN BLUE #6052 ON ALL AWNINGS**

**SHED AWNING VINYL COPY PAINTED WHITE**
- **Scale:** 1 ½" = 1'-0"  
- **Quantity:** 5 by others

**SHED AWNING VINYL COPY PAINTED WHITE SLOTS**
- **Scale:** 1 ½" = 1'-0"  
- **Quantity:** 2 by others

**SHED AWNING VINYL COPY PAINTED WHITE TABLE GAMES**
- **Scale:** 1 ½" = 1'-0"  
- **Quantity:** 2 by others

**SHED AWNING VINYL COPY PAINTED WHITE MUSTANG GRILL**
- **Scale:** 1 ½" = 1'-0"  
- **Quantity:** 1 by others

**SHED AWNING VINYL COPY PAINTED WHITE ENTRANCE**
- **Scale:** 1 ½" = 1'-0"  
- **Quantity:** 1 by others

**SHED AWNING VINYL COPY PAINTED WHITE**
- **Scale:** 1 ½" = 1'-0"

**DOME AWNING COPY PAINTED WHITE**
- **Scale:** 1 ½" = 1'-0"
- **Quantity:** 7 by others

**SLOTs**
- **Scale:** 1 ½" = 1'-0"
- **Quantity:** 2 by others

**TABLE GAMES**
- **Scale:** 1 ½" = 1'-0"
- **Quantity:** 2 by others

**MUSTANG GRILL**
- **Scale:** 1 ½" = 1'-0"
- **Quantity:** 1 by others

**ENTRANCE**
- **Scale:** 1 ½" = 1'-0"
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Account Contact:
Dodd Hanneman
303-582-5623 x102

Marketing Contact:
Joe Behm
303-271-2950

Designer:
David Esquibel

Original Date:
6/16/16

DATE
6/16/16

REVISION
CSP UPDATE
17 & 18 EXISTING CONDITIONS A

MUST BE 21 TO ENTER

17 WINDOW VINYL HOURS
QUANTITY: 4 EXISTING
SCALE: 1 ½" = 1'-0"
1.38 sf

101 Gregory St.
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CO 80422
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Fax: 303-271-2501

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Account Contact:
Dodd Hanneman
303-282-2823 x102
Marketing Contact:
Joe Behm
303-271-2950
Designer:
David Esquibel
Original Date:
6/16/16

REVISIONS
DATE REVISION
6/15/16 CSP-UPDATE

2016 Z CASINO COMPREHENSIVE SIGN PLAN
DESIGN NUMBER: JZ061616

17 & 18 PROPOSED CONDITIONS A

MUST BE 21 TO ENTER

18 WINDOW VINYL 21 TO ENTER
QUANTITY: 4 EXISTING
SCALE: 1 ½" = 1'-0"
.156 sf

101 Gregory St.
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CO 80422
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Fax: 303-271-2501

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303-282-2823 x102
Marketing Contact:
Joe Behm
303-271-2950
Designer:
David Esquibel
Original Date:
6/16/16

REVISIONS
DATE REVISION
6/15/16 CSP-UPDATE

2016 Z CASINO COMPREHENSIVE SIGN PLAN
DESIGN NUMBER: JZ061616

HOURS
MON - THURS 8AM - 3AM
FRI - SUN 24 HOURS
CASINO CLOSES AT 3AM ON MON MORNING

MUST BE 21 TO ENTER
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303-582-5623 x102

Marketing Contact: Joe Behm
303-271-2950

Designer: David Eschibel

Original Date: 6/16/16

DATE 6/16/16
REVISION CSP UPDATE

DESIGN NUMBER: JZ061616

WINDOW VINYL ARROW
QUANTITY: 3 PROPOSED
SCALE: 1 ½” = 1’-0”
1.73 sf²

EXITING CONDITIONS

PROPOSED

EXISTING CONDITIONS

W 25”
H 77 1/2”
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Account Contact: Dodd Hanneman
303-582-5623 x102

Marketing Contact: Joe Behm
303-271-2950

Designer: David Esquibel

Original Date: 6/16/16

Existing Conditions

20 NEW ENTRY AWNING
QUANTITY: 1 PROPOSED

SCALE: 1 ½" = 1'-0"

21 NEW ENTRY AWNING
QUANTITY: 1 PROPOSED

SCALE: 1 ½" = 1'-0"

SUNBRELLA MEDITERRANEAN BLUE #6052 ON ALL AWNINGS

EXISTING CONDITIONS

Scale: 1 ½" = 1'-0"
ATTACHMENT C

CERTIFICATE OF APPROPRIATENESS NARRATIVE

Z Casino proposes a number of new signs, designs, awning color and two additional awnings to be located on the Z Casino properties. Specifically, Z Casino proposes:

1. Eleven new door vinyl graphics.
2. New shed awning copy placed on the ten existing and proposed two new awnings.
3. New dome awning copy placed on the seven existing dome awnings.
4. Three new window vinyl graphics.

Total sq ft of allowable signage = 1029.84. Total proposed signage in the CSP = 898.109

1. Two new entry awnings (2’-3’ tall by 2’-6” deep and 1’ of lip).

All awnings will be constructed of new material, Sunbrella Med Blue #6052, replacing the original maroon.
ATTACHMENT D

VARIANCE REQUEST NARRATIVE
TO: Community Planning and Development Department, City of Black Hawk

FROM: Dodd Hanneman, General Manager, Z Casino—Black Hawk

SUBJ: Z Casino CSP sign variance

DATE: November 9, 2016

As part of our CSP submittal, Z Casino would like to respectfully request a variance for window signs located on the Black Hawk Street frontage of the property.

We would propose that the windows include the Z Casino logo plus arrows and an “entrance” sign. This request is due to the location of the three, non-functioning doors and the window signage, and the need to identify the actual entrance to the property.

The special circumstances that have been created are due to the remodeling of the previous Bullwhackers property. The change in the actual size of the property (the Bull Pen casino was not part of the Z Casino property acquisition), and the three faux doorways cause guest confusion. The Z Casino property frontage is along Black Hawk Street and has one entrance and two exits. The three faux doors are located at the terminus to the crosswalk which makes the identification of the actual doorways difficult.

The three window areas will exceed the 25% sign coverage by 30%, making the total coverage at 55%. Please see the attached illustration for details.

Thank you for your consideration in this matter, we appreciate the opportunity to present our variance request.
ATTACHMENT E

LICENSE AGREEMENT / INSURANCE
LICENSE

THIS LICENSE 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 JZ Gaming, LLC (d.b.a. Z Casino), owner of the real property whose address is 101 Gregory Street, Black Hawk, CO 80422, Black Hawk, CO 80422 ("Licensee").

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 ("Property Licensed"). The Property Licensed for the placement of awnings, described herein, is subject to all easements, lands, and rights-of-way of record.

2. RELOCATION. In the event the construction or reconstruction of any roadways, or the construction, reconstruction or repair of any of the City's property necessitates the relocation or removal of the structure(s) or fixture(s) described in paragraph 5 herein, then Licensee shall, at its sole cost and expense, timely perform or cause the performance of such relocation or removal of the structures(s) or fixture(s).

3. INSURANCE. Licensee shall obtain for itself, its agents, successors, assigns, lessees, licensees and agents, necessary and adequate workman's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Property Licensed, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as now in effect or as hereinafter amended. Neither Licensee nor its agents, successors and assigns shall commence any construction, placement, operation or maintenance of the fixture or structure on the Property Licensed 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 and shall contain a clause providing that coverage shall not be cancelled by the insurance company without thirty (30) days written notice to the City of intention to cancel.

4. UTILITIES. Licensee covenants and agrees to pay all charges for electric power and other utilities assessed, levied or incurred on the Property Licensed by reason of the operation of the placement of awnings during the term of this license or any renewal thereof.

5. INSTALLATION, MAINTENANCE, REPAIR AND ALTERATIONS. Licensee shall initially install the awnings on the Property Licensed in the manner submitted and as designed. After initial installation, Licensee covenants and agrees not to make or permit to be made any alterations in, or additions to, the Property Licensed without the prior written consent of the City and its associated review agencies and to keep the improvements thereon including wiring, if appropriate, in good repair and in a
condition that will not interfere with the proper functioning of the Property Licensed, at the expense of Licensee; ordinary wear and tear and loss by fire, flood, or act of God excepted. Licensee also agrees to repair any and all damage to any improvement that may be damaged as a result of ordinary wear and tear and loss by fire, flood, or act of God excepted.

6. USE. Licensee covenants and agrees that it shall utilize the Property Licensed to Licensee and for no other purpose and not to use the Property Licensed or permit it to be used for purposes prohibited by the laws of the applicable United States, State of Colorado, or any political subdivision thereof.

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

8. 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 respond to any 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: Tom Isbester
Director of Public Works
City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422

Licensee: JZ Gaming, LLC d.b.a. Z Casino
P.O. Box 49
Black Hawk, CO 80422

9. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Property Licensed and no water or water rights are granted by this License.

10. SUCCESSORS AND ASSIGNS. This License shall insure to the benefit of, and be binding upon, the successors and assigns of the parties.

11. ASSIGNMENT OR SUB-LEASE. Licensee covenants and agrees not to assign this License or to sublet any part of the Property Licensed without first obtaining the written consent of the City, which will not be unreasonably withheld.
12. PROPERTY LICENSED TAKEN "AS IS." Licensee understands and agrees that the Property Licensed is licensed "as is." The City makes no warranty, written or implied, that the Property Licensed is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property Licensed.

13. 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 Licensee's use or condition, caused by Licensee's use, of the Property Licensed 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 the extent permitted by law, 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 negligent use of the Property Licensed or Licensee's failure to fulfill the terms and conditions of the License.

14. 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 Property Licensed 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 Property Licensed at any time and in such a manner as it deems necessary.

15. TERMINATION.

   a. This License Agreement may be terminated by the City at any time upon thirty (30) days written notice to Licensee. If the City terminates this License due to a default by Licensee, Licensee shall be responsible for removing the awnings on the Property Licensed if directed by the City.

16. 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 duplicate.
LICENSEE:

J2 Gaming LLC dba Z Casino

By: 

Name: 

Title: General Manager

STATE OF Colorado ss.
COUNTY OF Gilpin ss.

The forgoing instrument was subscribed, sworn to, and acknowledged before me this 15th day of November, 2016, by Dorel Henneman as the General Manager of J2 Gaming LLC dba Z Casino. My commission expires: 1/17/2018

(SEAL)

Joan K Leslie
Notary Public

CITY OF BLACK HAWK, COLORADO

By: David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk
EXHIBIT A
A PART OF BLACK HAWK STREET RIGHT-OF-WAY
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

DESCRIPTION:

A PART OF BLACK HAWK STREET RIGHT-OF-WAY, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF BLOCK 29, WHENCE THE NORTHEAST CORNER OF SAID BLOCK BEARS N 41°31'00" E, 40.31 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE S 48°29'00" E, 7.00 FEET; THENCE S 41°31'00" W, 57.00 FEET; THENCE N 48°29'00" W, 7.00 FEET TO SAID SOUTHEASTERLY LINE; THENCE ALONG SAID LINE N 41°31'00" E, 57.00 FEET TO THE POINT OF BEGINNING, CONTAINING 399 SQUARE FEET MORE OR LESS.

NOTE:
BLOCK 29 IS BASED UPON THE CITY OF BLACK HAWK SURVEY MAP OF BLOCK 29, OF THE MAP OF BLACK HAWK, SURVEYED BY ALBERT JOHNSON, CITY SURVEYOR, DATED MAY AND JUNE 1866.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.
### INSURED
- CC Gaming, LLC &
- JZ Gaming, LLC dba Z Casino
- PO Box 49
- Black Hawk, CO 80422

### PRODUCER
- Moreton & Company
- 4600 South Ulster Street, Suite 380
- Denver, CO 80237

### PRODUCER CONTACT
- NAME: Natalie Schlup
- PHONE (A/C, No, Ext): 303 385-2154
- FAX (A/C, No): 303 385-2199
- E-MAIL ADDRESS: nschilup@moreton.com

### INSURER(S) AFFORDING COVERAGE
- **INSURER A:** Charter Oak Fire Insurance Co 25615
- **INSURER B:**
- **INSURER C:**
- **INSURER D:**
- **INSURER E:**
- **INSURER F:**

### POLICY NUMBER
- **6300G425425**

### COVERAGE

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<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL</th>
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<th>POLICY EFFECT</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>OCCUR</td>
<td>CLAIMS-MADE</td>
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### LIMITS
- EACH OCCURRENCE:
  - DAMAGE TO RENTED PREMISES (Ex occurrence): $1,000,000
  - MED EXP (Any one person): $100,000
  - PERSONAL & ADV INJURY: $1,000,000
- GENERAL AGGREGATE: $6,000,000
- PRODUCTS - COMP/OP AGG: $2,000,000

### EXCLUSIONS
- EXCLUDED

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

### 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.
RESOLUTION 88-2016
A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR RENOVATIONS TO THE PORTE COCHERE FOR THE ISLE OF CAPRI CASINO
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK 

Resolution No. 88-2016

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR RENOVATIONS TO THE PORTE COCHERE FOR THE ISLE OF CAPRI CASINO

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 approve the Certificate of Appropriateness for renovations to the Porte Cochere for the Isle of Capri Casino with the following conditions:

A. All proposed renovations shall match those proposed by Kuhlman Design Group, Inc. in their submittal;

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

C. If signs within the Porte Cochere are to be removed or replaced a new Certificate of Appropriateness/Comprehensive Sign Plan will be required;

D. A lighting survey conducted by the City will be performed in the evening hours to ensure that the newly installed lighting does not create a safety issue to either pedestrians or automotive operators; and

E. Any banner existing on the property not allowed by the City Sign Code and approved Comprehensive Sign Plan shall be removed before issuance of a building permit for this project.

RESOLVED AND PASSED this 14th day of December, 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 the Isle of Capri Casino Porte Cochere renovation, located on property described in Exhibit A below and generally located at the southeast corner of the intersection of Main Street and Miners Mesa Road.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, December 14, 2016 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner
City Clerk

Exhibit A

401 Main Street -


S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 051 Lot: 002 AND:- Lot: 003 (E 1/2) LT 2 LESS PT DESC 703/177 (MINERS MESA ROW) ; and

S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 051 Lot: 004
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Certificate of Appropriateness / Isle of Capri Porte Cochere Renovation (P-16-13)

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

MOTION TO APPROVE Resolution No. 88-2016, a resolution approving a Certificate of Appropriateness for the construction of several renovations to the Isle of Capri Casino Porte Cochere with the following conditions:

1. All proposed renovations shall match those proposed by Kuhlman Design Group, Inc. in their submittal; and
2. All applicable building, electrical and public work permits must be obtained prior to beginning construction.
3. If signs within the Porte Cochere are to be removed or replaced a new Certificate of Appropriateness/Comprehensive Sign Plan will be required; and
4. A lighting survey conducted by the City will be performed in the evening hours to ensure that the newly installed lighting does not create a safety issue to either pedestrians or automotive operators.
5. Any banner existing on the property not allowed by the City Sign Code and approved Comprehensive Sign Plan for this property shall be removed before issuance of a building permit for this project.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk has received (September 22, 2016) an application request for a Certificate of Appropriateness (CofA) on behalf of Isle of Capri Black Hawk, L.L.C., from Kuhlman Design Group, Inc. The request outlines several renovations to the Porte Cochere of the Isle of Capri Casino located at 401 Main Street in Black Hawk. All proposed renovations outlined in the applicant’s submittal are contained within the Porte Cochere; no significant exterior façade renovations are proposed.

AGENDA DATE: December 14, 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: Ordinance 88-2016, Staff Report, Land Development Application Form, Project Narrative, Floor Plan, Architectural Elevations

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:
Cynthia L. Linker, CP&D 12/5/2016 Jack D. Lewis, City Manager
Staff Report
BACKGROUND:
The City of Black Hawk has received (September 22, 2016) an application request for a Certificate of Appropriateness (CofA) on behalf of Ilse of Capri Black Hawk, L.L.C., from Kuhlman Design Group, Inc. The request outlines several renovations to the Porte Cochere of the Isle of Capri Casino located at 401 Main Street in Black Hawk. All proposed renovations outlined in the applicant’s submittal are contained within the Porte Cochere; no significant exterior façade renovations are proposed. The extents of the proposed improvements are identified below.

The proposed alterations include:

- **Relocation of the main casino entryway:** The existing Porte Cochere south wall and entry door will be replaced with new glass and the entry itself will be relocated to the east end of the Porte Cochere.
- **Expansion of the temporary bag storage area:** The existing bag storage will be expanded an additional 65 square feet.

- **Wall material update:** The main walls of the Porte Cochere façade will receive a material update. “Wall cladding tile” will be added to the east and west walls of the Porte Cochere. Two new 85” LED TVs will be installed on the western wall at a minimum of 20’ away from the main exterior façade of the casino.

- **New lighting fixtures:** New LED light fixture, with color changing capabilities, will be installed on the ceiling of the Porte Cochere.

- **Drive aisle median renovation:** New light boxes (spheres) of different sizes will be installed within the drive aisle median.
- **Building column update:** The columns located within the drive aisle median and near the glass entrance to the casino will receive a new tile surface.

- **Ceiling material update:** New 2’ X 2’ exterior Rockfon acoustical ceiling tile with new 15/16” white aluminum grid to replace the existing reflective ceiling tile and grid currently in place. All other existing drywall ceiling areas will be patched as necessary and re-painted an off-white color.

- **Additional customer amenities:** New benches and ash/trash containers will replace the existing site furnishing under the building only.
• **Exterior column updates:** The existing magenta metal column wraps on the building exterior are proposed to be re-painted an off-white color to complement the exterior building brick work as well as the new finishes proposed for the Porte Cochere. This is the only change proposed for the street façade.

**Applicable City of Black Hawk Regulations**

Excerpts from:

*City of Black Hawk*

*Zoning Code*

*Chapter 16 – Zoning*

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

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

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

1. Construction of a new building, structure or improvement;
2. Alteration or reconstruction of, or addition to, the exterior of any improvement;
3. Demolition of any improvement;
4. Construction or erection of or addition to any improvement upon any land located within the City;
16-368 3. (f): Criteria for determining appropriateness of proposed 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;
   The applicant has submitted a plan view of the proposed renovations and elevation diagrams identifying the locations of the proposed renovations with material examples.

2. Information presented at a public hearing held concerning the proposed work:
   A representative of the Isle of Capri Casino will provide additional information at the City Council meeting if needed.

3. The purpose of this Chapter:
   The purpose of this Chapter is to ensure that all development and in this case, the new renovations, meet the zoning requirements of the City of Black Hawk. The property is zoned Gaming Outstanding Lodging and Dining (GOLD) with a PUD overlay. This district encourages a complementary mix of retail, services, restaurants, and lodging accommodations in a manner which recognizes the continuing viability of the City as a destination resort community. The District development standards (Sec. 16-97) 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:
   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:
   Since the Porte-cochere is built about 50 feet under the building at street level and tucked back under, the finishes appear to be more of an interior finish welcoming patrons at the valet drop-off area. Some materials appear to be interior looking finishes rather than exterior, but really are not visible while driving on Main Street. The proposed renovations will not directly match the current historical exterior design, materials, and colors present on the exterior of other buildings within the GOLD district. However, the Porte Cochere is not directly visible from the public right-of-way; therefore Staff finds the proposed renovations to be appropriate for the Porte Cochere’s intended use and will provide a much more welcoming character than the current darker condition.
6. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value;

   The architecture of the building fits in with the historic character of the city. The proposed renovations 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. The Isle of Capri Casino does not qualify as a historic building in that it is not greater than 50 years old. The design guidelines dictate that alterations made to non-historic buildings shall use existing historical architectural details found on other buildings within the City. The proposed renovations to the Isle of Capri Casino are appropriate for the Porte Cochere as it is not directly visible from the Municipal right-of-way of Main Street.

**STAFF COMMENTS:**

Staffs from Black Hawk and Baseline Corporation have evaluated the information provided by the Isle Casino representative, Polly Witchurch, Kuhlman Design Group, Inc. The City of Black Hawk Municipal Code allows for exterior renovations of non-residential buildings with the approval of a Certificate of Appropriateness. Staffs from Black Hawk and Baseline Corporation recommend that a Certificate of Appropriateness be granted. The proposed renovations are acceptable and meet the Design Guidelines for commercial uses adopted by the City of Black Hawk.

In summary, Staff recommends that a Certificate of Appropriateness for exterior renovations be granted, subject to the following conditions:

1. All proposed renovations shall match those proposed by Kuhlman Design Group, Inc. in their submittal; and
2. All applicable building, electrical and public work permits must be obtained prior to beginning construction.
3. If signs within the Porte Cochere are to be removed or replaced a new Certificate of Appropriateness/Comprehensive Sign Plan will be required.
4. A lighting survey conducted by the City will be performed in the evening hours to ensure that the newly installed lighting does not create a safety issue to either pedestrians or automotive operators.
5. Any banner existing on the property not allowed by the City Sign Code and approved Comprehensive Sign Plan for this property shall be removed before issuance of a building permit for this project.
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 Isle Casino Porte Cochere renovations enhance the visual and physical quality of the Casino’s façade. 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:
Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Resolution No. 88-2016, a resolution approving a Certificate of Appropriateness for the construction of several renovations to the Isle of Capri Casino Porte Cochere with the following conditions:

1. All proposed renovations shall match those proposed by Kuhlman Design Group, Inc. in their submittal; and
2. All applicable building, electrical and public work permits must be obtained prior to beginning construction.
3. If signs within the Porte Cochere are to be removed or replaced a new Certificate of Appropriateness/Comprehensive Sign Plan will be required; and
4. A lighting survey conducted by the City will be performed in the evening hours to ensure that the newly installed lighting does not create a safety issue to either pedestrians or automotive operators.
5. Any banner existing on the property not allowed by the City Sign Code and approved Comprehensive Sign Plan for this property shall be removed before issuance of a building permit for this project.

ATTACHMENTS:
A. Land Development Application
B. Project Narrative
C. Floor Plan
D. Architectural Elevations
Applicant’s Submittal
City of Black Hawk
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 Fax: 303-582-2239

DATE: 9/22/2016  APPLICANT NAME: Polly A. Whitchurch; Kuhlmann design Group, Inc.
APPLICANT ADDRESS: 66 Progress Parkway; St. Louis, MO 63043
APPLICANT MAILING ADDRESS: 66 Progress Parkway; St. Louis, MO 63043
APPLICANT CONTACT NUMBER: (314)434-8898  EMAIL ADDRESS: polly.whitchurch@kdginc.com
PROPERTY OWNER NAME: Isle of Capri Black Hawk, L.L.C.
PROPERTY OWNER ADDRESS: 401 Main Street Black Hawk, CO 80422
PROPERTY OWNER MAILING ADDRESS: 401 Main Street Black Hawk, CO 80422
PROPERTY OWNER CONTACT NUMBER: Brian Watts (303)998-7710  EMAIL ADDRESS: Brian.Watts@islecorp.com
PROJECT NAME: Isle Casino Black Hawk - Porte Cochere Renovation
PROJECT ADDRESS: 401 Main Street Black Hawk, CO 80422
PROJECT DESCRIPTION: Certificate of Appropriateness Application - Porte Cochere finish and lighting renovation
IS PROPERTY WITHIN CITY LIMITS: YES ☑  NO ☐
PRESENT ZONING: Planned Unit Development  CURRENT USE: Casino
NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE):
NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE):
GILPIN COUNTY ASSESSOR’S I.D. NO.(S): Existing Property Size: _______ACRES/SQ.FEET
(PLEASE ATTACH A COPY OF SURVEY/PLAT.)
EXISTING BUILDING SIZE: _______ SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: _______

APPLICANT READ AND ACKNOWLEDGE THE FOLLOWING

FOR INFORMATIONAL PURPOSES, SECTION 16-370 OF THE BLACK HAWK MUNICIPAL CODE
ESTABLISHES THE REQUIREMENT FOR APPLICANT 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
ture 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, the adopted Black Hawk Fee
Schedule 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.

A complete submittal is a minimum of five (5) hard copy sets and one electronic in PDF format must accompany application.

SIGNATURE OF APPLICANT: Polly A. Whitchurch  DATE: SEPTEMBER 22, 2016
ATTACHMENT B

PROJECT NARRATIVE
Description of Renovation:

The Isle of Capri Casino and Hotel proposes a facelift renovation of their Porte Cochere. The Porte Cochere is located “under the building” (off Main Street) on the lower level of the Isle of Capri Casino & Hotel building. The goal of this renovation is to update the finishes and add additional lighting creating an updated welcoming guest environment in the existing Porte Cochere, which has not been changed since built.

Per the City of Black Hawk commercial design guidelines, section 5B-Non-Historic Buildings, Page 43, the proposed renovation will not “reproduce or masquerade a historic appearance or details giving a false sense of history”. The proposed renovation implements simple neutral toned textural materials, complementary to the existing building and the city block. New LED lighting will be implemented to brighten this area falling under the building footprint with particular attention to avoid light spill outside the building footprint.

The scope of work is described below and in the following design development documents attached. Please refer to the finish board for a visual presentation of the finishes described below:

- The existing building entry door and glass wall which separates the building interior from the exterior will be replaced with a new glass wall and new glass entry doors. The new entry will be relocated from the center of the wall length, to the east end. A glass vestibule will be added to mitigate the cold air penetration into the interior lobby space. A walk off mat, fully adhered to the floor, will be installed in the vestibule. Limited interior work will be completed to coordinate with new all glass wall and vestibule doors.

- The existing bag storage will be expanded by approximately 65 square feet as shown on the included plans. The EFIS wall will be painted an off-white color to compliment the proposed Porte Cochere finishes.

- Under the building, the exterior east and west walls of the Porte Cochere will receive a highly textured new “wall cladding tile”, in a natural light stone color. This “wall cladding tile” will be softly grazed with light by a new LED light fixtures in the ceiling to further highlight the texture of the stone.

- The west wall will incorporate two new exterior grade 85” LED TV’s.

- New light box islands with decorative orb LED lighting will be added in the existing drive lane median area which separates the four drive lanes. The orb LED lighting will have color changing capabilities. The light boxes will be finished with horizontal stone cladding material to match the color of the stone tile at the east and west walls. The light box top and base will be a Corian solid surface material suitable for exterior use.

- A new neutral grey concrete finish system is proposed for the existing “salmon” colored walking surfaces within Porte Cochere only.

- The building columns under the building at the new glass wall and at the drive lane median will be finished with new tile.

- New 2’ X 2’ exterior Rockfon acoustical ceiling tile with new 15/16” white aluminum grid to replace the existing reflective ceiling tile and grid currently in place. All other existing drywall ceiling areas will be patched as necessary and re-painted an off-white color.

- All existing down lighting will be replaced with new LED lighting fixtures.
- New linear suspended LED Light fixtures, with color changing capabilities, will be installed below the acoustical ceiling tile. The suspended linear LED light fixtures are specified with blue acrylic vertical sides and frosted acrylic for the bottom horizontal plane.

- New benches and ash/trash containers will replace the existing site furnishing under the building only.

- The existing magenta metal column wraps on the building exterior are proposed to be re-painted an off-white color to complement the exterior building brick work as well as the new finishes proposed for the Porte Cochere. This is the only change proposed for the street façade.
ATTACHMENT C

FLOOR PLAN
EXISTING FLUSH CURB
EXISTING STANDARD CURB - REPAINT SAFETY YELLOW

REPAINT/STRIPING ALL LANE MARKINGS & ARROWS - TYP

CONCRETE TOPPING APPLIED TO EXISTING WALKING SURFACE - TYPICAL WITHIN PORTE COCHERE

EXISTING FLUSH CURB - REPAINT SAFETY YELLOW

ACCESSIBLE PATH

EXISTING STANDARD CURB - REPAINT SAFETY YELLOW

EXISTING FLUSH CURB

EXISTING FLUSH CURB

EXISTING FLUSH CURB

EXISTING FLUSH CURB

ACCESSIBLE PATH

EXISTING STANDARD CURB - REPAINT SAFETY YELLOW

NOTE: 1. ALL EMERGENCY EXIT ROUTES WILL BE MAINTAINED.
2. FIRE SUPPRESSION SYSTEM TO BE MODIFIED BASED ON DESIGN - TO BE SUBMITTED DURING BUILDING PERMIT REVIEW PACKAGE.
EXIST SNOW MELT ROOM

EXPAND EXISTING BAG STORAGE - APPROXIMATELY 65 SF

REPLACE EXISTING LIGHTING THROUGHOUT PORTE COCHERE WITH LED LIGHTING

REPLACE EXISTING CEILING GRID WITH 2X2 METAL CEILING TILE - TYPICAL

REPLACE EXISTING EXTERIOR GLASS WALL WITH METAL DOORS WITH TEMPERED ALL GLASS SYSTEM - NEW VESTIBULE ADDED

REPLACE EXISTING SIGNS - TO BE COMPLETED AT A LATER DATE

REPAINT METAL COLUMN WRAPS - TYP

RE-PAINT EXISTING HARD CEILING & SOFFITS - TYPICAL

VESTIBULE

PROPOSED CEILING PLAN

ISLE CASINO HOTEL PORTE COCHERE RENOVATION

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09/22/2016
160097-0001

BLACK HAWK

Copyright © 2016 Kuhlmann design Group, Inc. All rights reserved.
ATTACHMENT D

ARCHITECTURAL ELEVATIONS
RESOLUTION 89-2016
A RESOLUTION
APPROVING THE
AGREEMENT WITH PEH
ARCHITECTS FOR THE
TOTAL BASE
ARCHITECTURAL DESIGN
AND CONSTRUCTION
ADMINISTRATION FOR
THE LIMITED
REHABILITATION OF THE
HISTORIC HOME AND
PROPERTY AT 211 HORN
STREET IN AN AMOUNT
NOT TO EXCEED
$134,751.00
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 89-2016

TITLE: A RESOLUTION APPROVING THE AGREEMENT WITH PEH
ARCHITECTS FOR THE TOTAL BASE ARCHITECTURAL DESIGN
AND CONSTRUCTION ADMINISTRATION FOR THE LIMITED
REHABILITATION OF THE HISTORIC HOME AND PROPERTY AT
211 HORN STREET IN AN AMOUNT NOT TO EXCEED $134,751.00

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

Section 1. The City Council hereby approves the agreement with PEH Architects for
the total base architectural design and construction administration for the limited rehabilitation of
the historic home and property at 211 Horn Street in an amount not to exceed $134,751.00, and
authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 14th day of December, 2016.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT:
Request approval of the total base architectural design and construction administration contract with PEH Architects for the limited rehabilitation of the historic home and property at 211 Horn Street.

RECOMMENDATION:
Staff recommends the following motion to the Mayor and Board of Aldermen:
Based on the proposal received, PEH Architects is the most qualified company to provide these professional services due to their extensive experience working in Black Hawk the past 16 years.

MOTION TO APPROVE Resolution No. 89-2016 the agreement with PEH Architects for the total base architectural design and construction administration for the limited rehabilitation of the historic home and property at 211 Horn Street in an amount not to exceed $134,751.00.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On October 19, 2016, the Community Planning & Development office issued a Request for Proposal to PEH Architects and Anderson Hallas Architects for architectural design and construction administration professional services. Anderson Hallas Architects notified the City they were not interested in bidding on this project. PEH Architects was the only design professional to attend the bid walk and submit a bid.

The professional services fee for 211 Horn is slightly higher than previous architectural fees on past projects due to the exterior appearance will be restored to its historic appearance. Restoring to its historic appearance requires an additional design stage. During the abatement and interior demolition of the structure, it was discovered a portion of the house that dates from the period of significance was encapsulated in the east addition that is over 50 years old.

AGENDA DATE: December 14, 2016
WORKSHOP DATE: N/A
FUNDING SOURCE: 203-0000-5025800 - $134,751.00
DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No
Cynthia L. Linker, CP&D
Resolution No. 89-2016,
Agreement for Professional Services
Exhibit A – Scope of Services
Exhibit A-1 – Schedule of Charges
Exhibit B – Certificates of Insurance
Exhibit C – Historic Findings
Exhibit D – Encapsulation Photos

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

RECORD: [ ]Yes [ X]No

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

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

12/05/16

__________________________ __________________________________
Cynthia L. Linker Jack D. Lewis, City Manager
CP&D Administrator
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 PEH ARCHITECTS hereinafter referred to as "Contractor").

RECITALS:

A. The City requires professional services for architectural design and construction administration services for the rehabilitation of 211 Horn Street (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, architectural design and construction administration for the Project.

I. SCOPE OF SERVICES

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

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

A. Compensation shall not exceed $134,751 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 **substantial completion of the project.**

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

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, Director of Community Planning & Development

The Contractor:

Peter E. Heinz, AIA
PEH Architects
1319 Spruce Street, Suite 207
Boulder, CO 80302
XVI. ENTIRE AGREEMENT

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

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

CITY OF BLACK HAWK, COLORADO

By: ____________________________________

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney
STATE OF COLORADO  
COUNTY OF BANFF  

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 5th day of DECEMBER 2016, by PETER E. HEINZ as the PRESIDENT of PEH ARCHITECTS INC.

My commission expires: ____________________________

(SEAL)

MATTHEW KRALL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20154005238  
MY COMMISSION EXPIRES 02/05/2019

Notary Public
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: PEH Architects

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

Project Name: 211 Horn Street

Bid Number: N/A                      Project No. 15-004

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

Executed this ___ day of _______________ , 2016

Prospective Contractor ______________________

By: ________________________________

Title: ______________________________
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

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

OR

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

2. Check one.

☐ I, ________________________, am a United States citizen or legal permanent resident.

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

OR

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

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

_________________________  ____________________
Signature Date
DEPARTMENT PROGRAM AFFIDAVIT

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

I, Peter F. Hinz, 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.

[Signature]
Contractor Signature

[12/5/16]
Date

STATE OF COLORADO

COUNTY OF Bonner ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 5th day of December, 2016, by Peter F. Hinz as President of

[Seal]
My commission expires:

(S E A L)
Notary Public

MATTHEW KRALL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20154005238
MY COMMISSION EXPIRES 02/05/2019
## 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 drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

### OR

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

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

### AND

### Documents that Serve to Prove Identification:

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

Request for Proposal – Design and Construction Administration Services
Issued: October 19th, 2016

211 Horn Street
Black Hawk, Colorado
Historic Rehabilitation Project

Prepared by:
Peter E. Heinz, AIA
peheinz@peharch.com
and
Nathan P. Pillatzke, AIA
nathanp@peharch.com
(303) 442-0408
November 7, 2016

Mr. Scott McClelland, E.I.
NV5
Ms. Cynthia L. Linker, Community Planning and Development Administrator
City of Black Hawk
P.O. Box 68, 211 Church Street
Black Hawk, CO 80422

Dear Scott and Cynthia,

PEH ARCHITECTS is pleased to respond to your Request for Proposals for the 211 Horn Street Historic Rehabilitation Project in Black Hawk. We are very familiar with the inherent issues you will face on this project based on our extensive experience with grant projects in Black Hawk over the past 15 plus years. We have developed the methodology and continue to tweak it based upon project experiences to assist you and pave the way for your project’s continued successes.

Through PEH ARCHITECTS’ involvement in over 30+ Grant projects, we have become familiar with the city personnel and specific procedures. The City of Black Hawk has become familiar with our office staff and the excellent quality product that they can expect from us. Nathan and I have been the lead architects for each project we’ve created for the grant program and we will continue to utilize our expertise as the lead architects on these new projects.

Our repeat involvement in the grant program enabled us to develop a set of material standards in direct alignment with the grant program’s allowances/guidelines and your City Council’s expectations. Our expanding library of approved finishes and products, available for use by each property owner, will guide each owner in the overwhelming product selection process. This library, that has been developed and implemented by PEH ARCHITECTS, will ensure the design process maintains a time efficient schedule, while also providing the home owner's a comfortable sense of involvement in the fine touches that personalize their property.

PEH ARCHITECTS provides a predictable level of quality while continuing to maintain an economical design fee. Industry standard for design fees on remodel work is 15-18%, where our fees calculate in the range of 8-12% on our most recent projects. In a re-emerging construction market that is driving costs higher for design fees and construction services, our design fee will remain consistent with the recently completed grant projects.

PEH ARCHITECTS proposes to utilize our proven system to assist you in achieving your diverse development goals. However, we maintain flexibility to adjust to the evolution of the program’s goals. We continue to guide the material allowances for improved bidding results and will continue to monitor these costs with the Grant Program’s best interest in mind.

We feel this response has anticipated many of your needs - but there are undoubtedly more areas to discuss. We look forward to meeting with you to review the details of this proposal.

Best regards,

Peter E. Heinz AIA, Principal
Nathan P. Pillatzke AIA, Project Architect

Peter E. Heinz AIA, Principal
Nathan P. Pillatzke AIA, Project Architect
TEAM QUALIFICATIONS

KEY PERSONNEL

PEH ARCHITECTS is an architectural practice managed by the principal, Peter E. Heinz, AIA. Since co-founding his professional corporation in Boulder, Colorado in 1981 and creating PEH ARCHITECTS in 1985, Peter has been responsible for the complete coordination of his projects from programming/design to construction administration. His personal excitement in meeting the challenges presented by each new project is demonstrated in his degree of repeat/satisfied clients.

PEH ARCHITECTS consists of 8 full time employees including 3 licensed Architects, 2 project managers, and 3 designers/CAD drafters. Two staff members are LEED Accredited Professionals under the LEED v3 rating system, and others are currently pursuing accreditation. Our combined 80+ years of experience on a wide variety of project types allow us to respond to design challenges with practiced expertise, and efficiently manage all facets of design and construction.

Nathan P. Pillatzke, AIA, who joined the architectural practice 2001, has been directly involved with the on-call and the technical assistance grant projects in Black Hawk. Nathan will be the project architect from the award of contract through construction administration. His management experience from initial problem investigation, creation of scope of work, design, mobilization, and coordination of consulting engineering contribute heavily to the success of each past project. His relationships with governmental agencies, code & building officials and the general contracting community insure a seamless flow of information processing throughout the project.

Mari Blazer, Associate AIA, began her architectural practice focusing her energy on wood frame construction of residential and commercial structures. She provides an essential understanding of building science that is conveyed in each project, ensuring that building assemblies will be durable, long lasting and constructible. Mari’s passion for historic buildings is expressed in her enthusiasm for wood trims, color pallet expertise and general knowledge of architectural styles.

PEH ARCHITECTS has been commissioned for full architectural/engineering as well as on-call services for the City of Black Hawk in the past for a wide array of city projects. PEH ARCHITECTS has successfully completed the following projects in Black Hawk:

- 30+ historic preservation Technical Assistant Grant (TAG) projects ranging from $12K-800K.
- Restoration of the 10 Mountain City Historic Park commercial buildings.
- The 2 story commercial building/bank and the post office.
- The historic preservation/restoration of the Crooks Palace Saloon.
- The historic preservation/restoration of the Presbyterian Church (City Hall Annex)
- The historic preservation of the School House (Police Station)

For over a quarter century PEH ARCHITECTS has been the project architect for historic renovation and preservation projects along the Front Range of Colorado. Our extensive experience in working on historic structures allows us to quickly assess the often unseen conditions due to unpermitted remodels. Our projects follow the Secretary Of Interiors guidelines for preservation ensuring contributing structures maintain their historic status. Our overwhelming experience has also allowed our office to develop an expertise for working within the confined spaces of older building while providing all of the modern day conveniences and sustainable efficiencies.
CONSULTING TEAM

PEH ARCHITECTS has maintained an innovative, efficient and knowledgeable design and consultant team over the years of work on historic renovations. Our longstanding relationship has established a smooth work flow ensuring projects are designed efficiently. Our selected consultant team for this specific historic rehabilitation is as follows:

Loris and Associates, Inc.  Civil Engineering

Kevin Dooley, P.E. has more a decade of experience in varied disciplines of civil engineering design, including hydrology and hydraulics of bridge and floodplain modeling using HEC-RAS, urban grading and drainage conveyance systems, construction engineering, and utility and lift station design and coordination. His combination of construction and design experience enables him to see projects from a broad perspective to be able to make field decisions rapidly and accurately, keeping construction moving without delay.

Mozer-Renn Structural Services, Inc.  Structural Engineering

Natalie Mozer-Renn, P.E. has been designing building structures for 23 years, 19 of which include renovations and remodels of historic buildings in Black Hawk and new public facility building. Following professional experience designing and inspecting facility structures with a large Pennsylvania firm and 8 years with J VA a Boulder consulting firm, Natalie started Mozer-Renn Structural Service, Inc. in 2003. As Principal of Mozer-Renn Structural, Natalie has been responsible for the design of 700+ building structures, including remodels, new houses and repairs to damaged buildings including many of the Historic Technical Assistance projects in Black hawk.

Seward Mechanical Systems  Plumbing and Mechanical Engineering

Paul Seward, PE has been designing mechanical systems for 35 years with the last 20 years as Seward Mechanical Systems. Paul’s emphasis is on Historic structures and energy efficient design. Seward Mechanical Systems was founded by Paul D. Seward to provide professional Mechanical engineering consulting services to architects, owners and facilities managers involved in the design and operation of medical, commercial, government, institutional, and industrial facilities. SMS is dedicated to creating innovative engineering solutions through efficient study and design of mechanical systems. SMS has a particular interest in the development of energy efficient systems that perform.

JCN Engineering  Electrical Engineering

Jeff Nielsen, P.E. has 33 years of experience in the consulting electrical engineering business including working in four different firms ranging in size from large, full service architectural engineering firms to mechanical/electrical firms to his current electrical only firm. His experience includes projects in both commercial, residential and institutional areas. He has provided electrical engineering services for planning, assessments, design and construction on new and remodel projects involving medium and low-voltage distribution systems, fire alarm and life safety systems, interior and exterior lighting systems, raceway systems for data and communications systems, fire alarm fiber optic networks, security camera surveillance and emergency generators.

Bloom Studios  Interior Designer

Heather Portillo, AIA, holds a Bachelor of Science degree from the acclaimed five-year Interior Design program at Arizona State University. After 10+ years of experience with high profile design firms, she founded Bloom Studio in 2007. Heather’s passion for excellence and creative solutions is evident in the firm’s extensive portfolio of work. She is directly involved in all projects, and is known to be a perfectionist. Her design solutions are economical, creative, and functional. Her design talents are widely recognized and have resulted in award-winning interiors.
PETER E. HEINZ, AIA
PRINCIPAL

Education

University of Colorado
Master of Architecture 1976

University of Colorado
Bachelor of Environmental Design 1974

Springfield Technical C.C.
Associate of Science - Engineering 1970

Registration

Colorado, Utah and Oklahoma

Professional Employment

Formation of Peter E. Heinz AIA/PEH ARCHITECTS
Architect/Planner 1985
Boulder, Colorado

Junge Reich Heinz and Magee P.C.
Partner 1980-1985
Boulder, Colorado

Junge/Associates/AIA
Project Architect 1976-1980
Boulder, Colorado

RNL Inc.
Internist, Model Maker 1975
Denver, Colorado

Teaching Experience

University of Colorado, Guest Lecturer  Yearly
College of Environmental Design

Publications

"Suburban Office Buildings" - Building Magazine 1978
"Berling Residence" - Daily Journal 1986
"Fraternity Renovation" - Business Plans 1998

Awards

Monarch Tile, Design Excellence 1976
Rededication Ceremony, St. Thomas Aquinas 1988
Wood Organization of Denver, Residence 1992
Colorado Sustainability in Architecture Award 2005

Professional Organizations

Architects and Planners of Boulder 1976
Colorado Society of Architects 1979
American Institute of Architects 1980
Board of Directors, Downtown Boulder Incorporated 1992
Board of Directors, Downtown Management Commission 1997
Board of Directors, University of Colorado Alumni Assoc. 2005
Boulder Green Building Guild 2007

Military Experience

Communications Center Manager - Brigade Level
Medals: National Defense and Good Conduct
Clearance: SECRET and NATO
NATHAN PILLATZKE, AIA
PROJECT ARCHITECT

Education
North Dakota State University  
Bachelor of Architecture  
2001

Professional Employment
PEH ARCHITECTS  
Project Manager  
Boulder, Colorado  
2001
Bruce Hella Architecture Studio  
Intern Architect/Draftsman  
Fargo, North Dakota  
2000

Awards
McKenzie Memorial Foundation – Certificate of Merit  
1999  
Masonry Competition Award – Honorable Mention  
1999  
NDSU Dean’s List  
1999-2001

Associations
American Institute of Architects  
Boulder Green Building Guild

Computer Skills
AutoCAD Architecture 2014, Auto-DesSys Form-Z 3-D Studio Viz, Microsoft Office, Adobe Photoshop, Acrobat

Nathan graduated with a Bachelor’s of Architecture from North Dakota State University in Fargo in 2001. During his schooling, he placed in two design competitions and was also published in Form-Z, a bi-annual international magazine. While attending his last year at NDSU, Nathan worked for Bruce Hella Architectural Studio. It was at this firm that Nathan began to further develop his architectural skills into a more efficient and professional output of schematic design through construction documents. At BHAS he primarily focused on small and large-scale retail spaces, along with several residential additions and remodels.

Since joining the PEH team, Nathan has designed, managed and administered many fixed fee bid projects funded by public funds, bonds, and grants. Over the past 10 years, he has managed restoration, rehabilitation or preservation of over 25 historic structures in Black Hawk all funded by state historic grants. These project required preparation of bid documents and specifications, and review of general contractor qualifications and bids, while designing within the guidelines of the Secretary Of The Interior to meet the property owner’s, state historic society’s and city council’s rehabilitation goals. Nathan was the lead architect on the design-build, with McKinstry, for the Eco-Cycle, CHaRM, and ReSource Recycling Facility, a project with numerous challenges. The recycling facility was constrained by a fixed Guaranteed Maximum Price budget created by a City of Boulder bond initiative, funded by the trash tax.

In addition, Nathan has participated in numerous projects, ranging from obtaining entitlements for mixed-use developments, to retail tenant finishes and university labs. His efficiency in standardized AutoCAD 3D drafting and knowledge of wood-frame and masonry construction are a successful addition to the team in the development of construction documents. To add to his technical base of knowledge, Nathan is also skilled in the production of visual representation. Whether it is by hand or with many of the numerous photo-enhancing or digital modeling programs, Nathan possesses the skills and knowledge that can contribute to any design.
PROFESSIONAL BACKGROUND

Kevin has more than eight years of experience in varied disciplines of civil engineering design, including plan and profile design of trails and roads, hydrology and hydraulics of bridge crossings, urban grading and drainage conveyance systems, construction engineering, and utility and lift station design and coordination. Kevin has prepared numerous plan sets to CDOT and local agency requirements throughout Colorado and is adept at providing designs that easily stand up to municipality review.

Kevin has performed detailed design and construction engineering for road and bridge projects. This combination of construction and design experience enables him to see projects from a broad perspective to be able to make field decisions rapidly and accurately, keeping construction moving without delay. Kevin is a CDOT certified inspector, and is knowledgeable on all levels of construction and engineering requirements.

In addition to multi-mode transportation and drainage projects, Kevin has been the lead Civil designer on several City of Black Hawk Technical Assistant Grant projects over the years, as highlighted below.

SELECTED EXPERIENCE

- **City of Black Hawk Historical Rehabilitation Projects**: Site Design and Construction Inspection Services, Client: PEH Architects
  - 201 Horn Street - Historic Rehabilitation Project
  - 161 Marchant Street - Historic Rehabilitation Project
  - 185 Clear Creek Street - Historic Rehabilitation Project
  - 195 Clear Creek Street - Historic Rehabilitation Project
  - 351 High Street - Historic Rehabilitation Project
  - 231 DuBois Street - Historic Rehabilitation Project
  - 281 High Street - Historic Rehabilitation Project
  - 231 Horn Street - Historic Rehabilitation Project
  - 301 Chase Street - Historic Rehabilitation Project
  - 311 Chase Street - Historic Rehabilitation Project
  - 201 Church Street - IT Facility

- **Miner’s Mesa Maintenance Structure**, Black Hawk, CO. Client: City of Black Hawk

- **Longmont Downtown Alleys Improvement Project**, Longmont, CO. Client: City of Longmont

- **Lyons Main Street Streetscape Enhancement Project, (ARRA Funded)**, Lyons, CO. Client: Town of Lyons/CDOT

- **Nederland Streetscape and Sidewalks, SH119 / SH72, (ARRA Funded)**, Nederland, CO. Client: Town of Nederland

- **Aquarius Trailhead Parking Lot**, Louisville, CO. Client: City of Louisville

- **Lee Hill Drive Shoulder Widening**, Boulder County, CO. Client: Boulder County Transportation

- **Gothic Trail and Pedestrian Entrance Bridge**, Crested Butte, CO. Client: Elk Mountains Planning Group
Natalie Mozer-Renn, P.E.
MOZER-RENN STRUCTURAL SERVICE, INC.
6000 E. Evans Ave., Suite 1-021, Denver, CO 80222
303-759-2200, 303-759-1700 [fax] Nmozer-renn@MRstructural.com

RELEVANT EXPERIENCE:
2003-Present  Mozer-Renn Structural Service, Inc.  Denver, Colorado  80222
Principal Engineer/Owner
Small business owner of structural engineering firm that provides high quality, competitively-priced, design solutions. Mozer-Renn Structural has been the Structural Engineer for 700+ building projects in the Rocky Mountain region, varying from public facilities & multi-million dollar developments to repair of individual components & residential renovation. Following is a representation of diverse building and engineering projects:

Ohana Early Learning Center (Littleton, CO):  2014 New one-story, 12,000 sq.ft. daycare facility
Historic House Restorations (Black Hawk, CO):  Renovation of 20+ single family residences under the City's Grant Program between 2003 and 2015 to restore stability to house superstructures and foundations.
Odyssey Family Housing (Denver, CO):  2013 3-story addition & renovation to a historic school to become a housing complex for female veterans with shelter facilities and apartments.
Intrex Aerospace (Thornton, CO):  2013 $1.1 M renovation to 74 K sq.ft. steel warehouse for modified usage
Cheyenne Mountain Zoo, Encounter Africa Exhibit (Colorado Springs):  2012 Engineer of Record for concrete retaining wall and exhibit structures for the new $13.5 M elephant, rhino, lion and meerkat habits.
City Annex Building (Black Hawk, CO):  2011/2012 Conversion of historic church into City offices & chambers
ECHO House (Boulder, CO):  2010 Remodel of 1889 residence for homeless shelter's offices & facilities
Crooks Palace (Black Hawk, CO):  2006 Renovation and addition to historic "Colorado’s Oldest Saloon”.
La Casita Tamale Factory (Denver, CO):  2004 New 7600 sq. ft. one-story restaurant
Broadmoor Event Center (CO Springs):  2004 Contract engineer for the hotel’s 550 K sq.ft. event center
Convention Center Hotel (Denver, CO):  2003 Contract engineer for isolated components of 37-story hotel
Outback Offices (Elizabeth, CO):  2003 New 8000 sq.ft., steel and CMU one-story office building

1995-2003  JVA, INC.  Boulder, Colorado  80302
Project Engineer/Manager
Project management, as well as in-depth analysis, of projects involving every building material & structural system used in today’s construction. Following are varied examples of engineering & project management experience:

Shadow Ridge & Rocky Top Middle Schools (Brighton, CO): 2002/2003 new $18 M two-story, mirrored middle schools for Adams County School District
Historic Houses (Black Hawk, CO):  2002 Renovations of 6 houses under City’s Grant Program
Arapahoe Gastroenterology (Littleton, CO):  2001 New 12 K sq.ft., one-story medical office building

Design Engineer
Design, detailing & inspection of civil/industrial structures. Extensive inspection & rehabilitation design.

REGISTRATIONS:  Colorado P.E. #33422, Montana #16926 PE, Wyoming PE #10977

EDUCATION:
1995-1997  University of Colorado, Boulder
Master of Science (MS) – Civil Engineering with Structures Emphasis
1988-1993  Pennsylvania State University, University Park
Bachelor of Architectural Engineering (BAE) -- Structures Option
1991  Leeds University, England
Study Abroad Program -- Civil Engineering with Architecture

PROFESSIONAL ORGANIZATIONS:
Past President of the Structural Engineering Association of Colorado (SEAC) & Education Committee Member
SEAC Structural Engineering Emergency Response Member – Safety Assessment Program Certified
American Society of Civil Engineers (ASCE) Member, Structural Engineers Institute
International Code Council (ICC) Member
Resume of Paul Seward, PE

Seward
Mechanical
Systems
801 Main Street, Suite 310
Louisville, Colorado
80027
Phone: 303-926-9245
Fax: 303-926-9241

Education
B.A., Univ. of New Mexico, 1976, Western American History
B.S.C.E., University of Colorado, 1980, Civil Engineering
M.S.C.E., University of Colorado, 1981, Energy Engineering

Professional Registrations
Registered Professional Engineer in Colorado, New Mexico, South Dakota, Nevada, Wyoming, Nebraska, Hawaii
Certified in Plumbing Engineering, CIPE
LEED Certified, Certified Geo-Exchange Designer (CEG)

Experience
Paul Seward has provided full scope design services and construction supervision for HVAC and plumbing systems. Paul's responsibilities encompass central chilled water plants, boiler plants, hot water distribution, and equipment optimization. As an energy engineer, many projects have been retrofits incorporating free cooling, variable air volume conversions, cogeneration, and efficient piping and pumping methods. Paul has specialized in the last ten years with renovation and retrofit of mechanical systems in existing facilities.

Representative Projects
- Black Hawk Technical Assistant Grant Projects, including numerous houses and an IT center.
- Delaware Hotel, Leadville, Colorado - Remodel of first floor including restaurant and lobby. Complete redesign of entire HVAC systems including boiler plant. Historical project
- Englewood School District, HVAC upgrades to various schools including new boilers, piping, plumbing and controls, Englewood, Colorado
- StorageTek, Class 100 clean room for thin film tape head process. Also a mechanical and electrical QA laboratory remodel, Louisville, Colorado
- University of Colorado Dal Ward Team House, 100,000 S.F. facility for football team utilizing innovative energy efficient methods including indirect/direct evaporative cooling in lieu of mechanical refrigeration, radiant floor heat, DDC controls, Boulder, Colorado
- University of Northern Colorado, Frasier Hall, life safety study and design. Included upgrades to ventilation, fire protection, fire dampering, fire alarm, and electrical grounding, Greeley, Colorado
- Engineering Center, University of Colorado, Boulder. Design and installation of new 1500-ton central chilled water system. $1,500,000 mechanical project. Lead Consultant.
- Boulder Justice Center, cogeneration, absorption chilling, VAV retrofit, conversion from jail to offices, building automation system, Boulder, Colorado

Professional Affiliations
- American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)
- American Society of Plumbing Engineers (ASPE)
- Association of Energy Engineers (AEE)
- Tau Beta Pi Engineering Honor Society
- Phi Beta Kappa
JEFFERY C. NIELSEN, P.E.

Jeff Nielsen's 32 years of experience in the consulting electrical engineering business includes working in four different firms ranging in size from large, full service architectural engineering firms to mechanical/electrical firms to his current electrical only firm. His experience includes projects in both commercial and institutional areas including educational facilities from elementary to college level; correctional facilities for adults and youths; judicial facilities; laboratory and health care facilities; libraries/museums; manufacturing; recreational complexes, parking lots; churches and restaurants. He has provided electrical engineering services for planning, assessments, design and construction on new and remodel projects involving medium and low-voltage distribution systems, fire alarm and life safety systems, interior and exterior lighting systems, raceway systems for data and communications systems, fire alarm fiber optic networks, security camera surveillance and emergency generators. He has also provided commissioning services for electrical systems on several large health care facilities.

As a principal Jeff Nielsen is the primary point of contact for all JCN Engineering Inc. projects. He will be involved from the very beginning of the project all the way through design and construction and he has consistently provided successful and quality projects for owners while minimizing or eliminating change orders and construction conflicts.

EDUCATION:

Bachelor of Science, Architectural Engineering, Illumination Option
University of Colorado at Boulder, 1982

REGISTRATIONS:

Professional Engineer Colorado Registration #29133 1993-present

PAST BLACK HAWK PROJECTS:

Exterior Stairs adjacent to Post Office, 2014
201 Church St. City IT Facility, 2013/14
221 Church snow melt systems, 2014
Technical Assistant Grant Projects:
   130, 221, 301 and 311 Chase
   231 Horn

PROFESSIONAL ASSOCIATIONS:

Illuminating Engineering Society for 34 years
about us
Bloom Studio is a full-service interior design firm based in the Colorado Front Range. We develop projects of all sizes, small to large. Our business is centered on providing outstanding service to our clients. We will work closely with you to understand and develop your needs, and keep you current on progress throughout the project.

background
Heather Portfolio holds a Bachelor of Science degree from the acclaimed five-year Interior Design program at Arizona State University. After 10+ years of experience with high profile design firms, she founded Bloom Studio, LLC. Heather’s passion for excellence and creative solutions is evident in the firm’s extensive portfolio of work. She is directly involved in all projects, and is known to be a perfectionist. Her design solutions are economical, creative, and functional. Her design talents are widely recognized and have resulted in award-winning interiors.

Away from work, Heather’s perfect day would be spent outdoors with her family. Being outdoors makes this Colorado native feel alive! An avid runner, she has coached hundreds of marathoners to success while raising money for Team In Training – a non-profit endurance running group raising funds for the Leukemia and Lymphoma Association.

services provided
Bloom Studio, LLC can provide a broad range of services, including:
- Programming
- Space Planning
- Interior Design including concepting and material/finish selection
- Accessories, Signage, and Lighting design and coordination
- Furniture selection and coordination
- Project Budget Estimation in collaboration with Contractor and Architect
- Construction Coordination

special interests
Sustainability - Sustainable practices that do not cost extra money are incorporated into all projects. Above that, Bloom Studio, LLC has extensive knowledge of practices, materials, and finishes that conform to LEED (Leadership in Energy and Environmental Design) and reduce negative impact on the environment.

The Impact of Design - Bloom Studio, LLC believes that the design of your space has a tremendous impact on how you feel and function in it. A well-designed space allows an inhabitant to relax, enjoy, and unwind.

project types
Bloom Studio, LLC focuses on commercial interior projects of all sizes. This includes the broad scopes of Office, Medical, Retail, and Restaurant, Hospitality, and Residential Design.

Partial client list
Office/Medical/Restaurant Projects:
Drive Time Corporate Headquarters
Verde Investments
IIHotwire
Arizona Hope Center for Cancer Care
Aloha Dental
Baywood Cardiovascular Institute
Northcutt Physical Therapy
Loving Family Animal Hospital
Boulder Valley Plastic Surgery
Brezby AirWare Corporate Headquarters
Market Bistro
Soma at Newport Beach
Stockyards Restaurant Remodel
L’Mage Salon Suites
Blue Spruce Animal Care
Boulder Plastic Surgery
Kids Tooth Doc

Multi Family/Residential Projects:
The Galleries at Turney - Modus Development
O4 Condos - Redwood Development
JW Marriott Condo Sales Unit
Doss Residence
Gustafson Residence
Richards Residence
Tally Residence
City Park South Condominium Conversion
301 Chase St (City of Black Hawk Grant Program)
311 Chase St (City of Black Hawk Grant Program)
231 Horn St (City of Black Hawk Grant Program)
## COST PROPOSAL

The following is a fixed fee for each task/phase outlined in the required services of section 2.2 of the Request for Proposal document:

### Base Fee Cost Proposal

<table>
<thead>
<tr>
<th>Z11 Horn Street</th>
<th>Architect Fee</th>
<th>Civil Engineer</th>
<th>Other Consultants</th>
<th>Subtotal</th>
<th>Estimated Reimbursables</th>
<th>TOTAL</th>
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<td>Existing Conditions Phase</td>
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<td>-</td>
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<td>Conceptual Design Phase</td>
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<td>2,618</td>
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<td>836</td>
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<td>Punch List Phase</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>9,889</strong></td>
<td><strong>7,722</strong></td>
<td><strong>8,988</strong></td>
<td><strong>5,005</strong></td>
<td><strong>11,550</strong></td>
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### Value Engineering Alternate

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<th>Z11 Horn Street</th>
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<th>Other Consultants</th>
<th>Subtotal</th>
<th>Estimated Reimbursables</th>
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<td>Value Engineering Alternate</td>
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<td>Weekly Construction Meetings</td>
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<td>600</td>
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### Base Fee & Scope notes:

1. No VE (value engineering) anticipated for MPE or Interior Design.
2. Estimated fee for VE is based on limited past VE experiences with the CoBH. Should extensive design and engineering revisions be requested, fee proposals will be provided for review and approval. The cost of the VE design work is not part of the base fee and will be added to the contractor’s VE scope.
3. Construction phase - architectural fee includes 20 site visits and 1 pre-construction meeting.
4. “Weekly construction meetings” is an add alternate fee that includes 12 site visits by the project architect specific to special inspections at specified construction milestones.
5. “Additional Construction Phase Site Visits” are available as additional services for fees noted above. These site visits and fees are not anticipated but may become necessary should unexpected circumstances require the services of the design team to make additional site visits beyond what is already provided under the base fee proposal.
### Base Fee Cost Proposal Detail

#### PROJECT FEE ESTIMATE - HOURLY BASIS

11/7/2016

211 Horn Street
Black Hawk, CO

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<th>TASK DESCRIPTION</th>
<th>PEH</th>
<th>Proj. Arch.</th>
<th>Senior CAD</th>
<th>Junior CAD</th>
<th>Ttl. Hrs.</th>
<th>Hourly</th>
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<td>1 review meeting, includes drive time</td>
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<td>1 review meeting, includes drive time</td>
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<td>City/client review meeting (interior review)</td>
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<td>$5,875</td>
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<td>$3,300</td>
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<td>$5,250</td>
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<td>$2,850</td>
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<td>Review and coordination with consultants</td>
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<td>0</td>
<td>0</td>
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<td>1 meeting, includes drive time</td>
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<tr>
<td>Clarifications/addendum to GCs during bidding</td>
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<td>CONDOC update to include clarification/addendum items</td>
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<td>4</td>
<td>4</td>
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<td>15</td>
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<td>$3,500</td>
<td>$1,710</td>
<td>$1,500</td>
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<td>$7,435</td>
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<td>$56,525</td>
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## BREAK GROUND

### Task H - Construction Administration:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Time (Hrs)</th>
<th>Fee (000)</th>
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<tbody>
<tr>
<td>Pre-construction OAC mtg.</td>
<td>0</td>
<td>1,150</td>
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<tr>
<td>Shop drawing &amp; product reviews</td>
<td>2</td>
<td>14,000</td>
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<tr>
<td>Site observations - every other week</td>
<td>8</td>
<td>720</td>
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<tr>
<td>Field Reports</td>
<td>0</td>
<td>20</td>
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<tr>
<td>Clarifications/SK dwgs to GC if req’d</td>
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<td>40</td>
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<td><strong>Total Task H - CONSTRUCTION ADMINISTRATION</strong></td>
<td><strong>170</strong></td>
<td><strong>$19,170</strong></td>
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### Task I - Punch List Phase:

<table>
<thead>
<tr>
<th>Activity</th>
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<th>Fee (000)</th>
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<tr>
<td>Final Punch List</td>
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<td>12</td>
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<tr>
<td>Close Out Punch walk</td>
<td>0</td>
<td>4</td>
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<tr>
<td>Record Drawings</td>
<td>1</td>
<td>15</td>
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<td><strong>Total Task I - PUNCH LIST PHASE</strong></td>
<td><strong>39</strong></td>
<td><strong>$3,895</strong></td>
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### Consultant Construction Administration Services (Tasks H, I)

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Fee (000)</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Civil</td>
<td>2,624</td>
<td>Includes 3 Site visits</td>
</tr>
<tr>
<td>Structural</td>
<td>3,520</td>
<td>Includes 6 site visits</td>
</tr>
<tr>
<td>Mechanical &amp; Plumbing</td>
<td>2,640</td>
<td>Includes 2 Site visits</td>
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<tr>
<td>Electrical</td>
<td>1,183</td>
<td>Includes 2 Site visits</td>
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<tr>
<td>Interior Design</td>
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<td><strong>Total Consultant Const. Admin. Services</strong></td>
<td><strong>9,966</strong></td>
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### Reimbursable allowance

- **$1,155** Plot, prints, USPS
- **$1,340** 33 Trips of 70 miles at $0.58 per mile

**Total Reimbursable Allowance**  

<table>
<thead>
<tr>
<th>Fee (000)</th>
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</thead>
<tbody>
<tr>
<td>2,495</td>
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HOURLY RATES

Hourly billing within the contract and any additional services will be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Hourly Rate:</th>
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</thead>
<tbody>
<tr>
<td><strong>Architect</strong></td>
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</tr>
<tr>
<td>Principal</td>
<td>$145.00</td>
</tr>
<tr>
<td>Project Architect</td>
<td>125.00</td>
</tr>
<tr>
<td>Senior CAD draftsperson</td>
<td>90.00</td>
</tr>
<tr>
<td>Junior CAD draftsperson</td>
<td>75.00</td>
</tr>
<tr>
<td><strong>Civil Engineer</strong></td>
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</tr>
<tr>
<td>Principal</td>
<td>185.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>125.00</td>
</tr>
<tr>
<td>CAD Draftsperson</td>
<td>90.00</td>
</tr>
<tr>
<td><strong>Structural Engineer</strong></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>125.00</td>
</tr>
<tr>
<td>CAD draftsperson</td>
<td>75.00</td>
</tr>
<tr>
<td><strong>Mechanical and Plumbing Engineer</strong></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>135.00</td>
</tr>
<tr>
<td>Designer</td>
<td>90.00</td>
</tr>
<tr>
<td>CAD draftsperson</td>
<td>70.00</td>
</tr>
<tr>
<td><strong>Electrical Engineer</strong></td>
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</tr>
<tr>
<td>Principal</td>
<td>150.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>125.00</td>
</tr>
<tr>
<td>CAD draftsperson</td>
<td>65.00</td>
</tr>
<tr>
<td><strong>Interior designer</strong></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>150.00</td>
</tr>
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</table>

Reimbursable expenses, billed at market rate plus 10%, shall include CAD plotting, blueprinting, photocopying, delivery, postage, photography and client authorized travel. In house costs for these expenses are as follows:

- Mileage (Current IRS rates) $0.58 per mile
- Faxes/ e-mails no charge
- Large format Copies (B&W / Color) $8.00 Sheet
- Standard and 11x17 Copies (B&W / Color) $0.10 Sheet

ADDITIONAL SERVICES

In alignment with standard practices for residential projects, the following services are not provided within the proposal. Any of these services can be provided as an additional service.

- CSI 3 part “commercial” specifications, outlining execution and installation requirements.
- Separate interior finishes review meetings. The three interior design review meetings will occur on the same day as the SD, DD and CD design review meetings.
- FEMA submittals are not expected to be needed and are not included in this scope of work.
- Profile drawings of utility services.
- Existing conditions memo written narrative describing the property’s existing conditions.
- Significant design changes following any milestone of approval.
## Proposed Design Duration

<table>
<thead>
<tr>
<th>ID</th>
<th>Task Module</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
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<td>1 day</td>
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<td>Execute Grant</td>
<td>1 day</td>
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<td>3</td>
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<td>Program Documents</td>
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<td>6</td>
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<td>Fri 9/30/16</td>
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<td>Wed 11/9/16</td>
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<td>Wed 11/10/16</td>
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<td>Tue 5/11/17</td>
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<td>Construction</td>
<td>276 days</td>
<td>Thu 6/20/17</td>
<td>Wed 7/11/17</td>
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</tbody>
</table>

**Notes:**
- Due to the requested significant changes to the exterior of the house we foresee that this project would benefit from an added stage of design (Historic Design Phase). This design work should happen between existing conditions drawings and conceptual sketches. Provide 2 weeks design, 1 week review, 1 week revisions.
- Due to prior commitments the existing conditions measurements and drawings may not start until the first couple weeks of Dec.
- Consider flex time of additional concept sketch iterations as necessary to meet owner’s planning goals.
- If interior demo begins prior to the existing conditions measurements, please provide solid walking surfaces over the floor joists.
- The Peh Office will be closed between the 12/26/16 - 12/30/16. Please avoid this time for production or client reviews.
- Avoid stacking deadlines for design phases with deadlines for 241 Dubois.
- The proposed duration of most tasks appears adequate. Actual days of meetings will likely float to meet personal schedules.
- Concept design phase scheduling can be very irregular due to potential of requested design iterations.
- A 4 week schedule for SD, DD and CD design submissions provides design team adequate coordination time prior to reviews.
- Please target to offset deadlines for design work on an inverse schedule with 241 Dubois.
EXCLUSIONS

The following is a brief list of exclusions. This is not a comprehensive list, but a list of services that have not been identified as a requirement for these projects that were not included.

- Design review meeting minutes.
- OAC construction meeting minutes.
- Review of GC lien waivers.
- Coordination/communication with Xcel Energy, phone/internet providers and other service providers for utility service relocation.
- Construction cost estimating.
- Lighting photometric studies.
- Trade showroom tours for interior finishes (i.e. plumbing, lighting, flooring).
- 11 month walk through

CONTRACT

We, the firm of PEH ARCHITECTS, agree to terms of the “Agreement for Professional Services” contract as proposed without any request for modification.

INSURANCE REQUIREMENTS

WORKER’S COMPENSATION: STATUTORY

The firm maintains Worker’s Compensation Insurance with Pinnacle Insurance Co. of Colorado. The firm maintains General Liability Insurance per Colorado statutes. The City of Black Hawk and its officers/employees are named as additional insured.

GENERAL AND PROFESSIONAL LIABILITY

The firm has maintained Professional Liability and General Liability insurance since its founding in 1985. There has never been a claim against the policy, which presently has a liability limit of $1,000,000 each claim and $1,000,000 aggregate. The carrier is Navigator’s Insurance Co. represented by the PUI Agency of Colorado Inc. PEH ARCHITECTS will provide a copy of the Professional Liability Insurance Policy upon request.
EXHIBIT A-1

SCHEDULE OF CHARGES
### Historic Restoration and Community Preservation Grant Fund  
#### 211 Horn Street Architect RFP

#### Fee Per Phase & Team Member

<table>
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<tr>
<th>Project Description</th>
<th>Architect Fee</th>
<th>Civil Engineer</th>
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#### Base Fee & Scope notes:
1. No VE (value engineering) anticipated for MEP or Interior Design.
2. Estimated fee for VE is based on limited past VE experiences with the CoBH. Should extensive design and engineering revisions be requested, fee proposals will be provided for review and approval. The cost of the VE design work is not part of the base fee and will be added to the contractor’s VE scope.
3. Construction phase - architectural fee includes 20 site visits and 1 pre-construction meeting.
4. Weekly construction meetings is an add alternate fee that includes 12 site visits by the project architect specific to special inspections at specified construction milestones.
5. "Additional Construction Phase Site Visits" are available as additional services for fees noted above. These site visits and fees are not anticipated but may become necessary should unexpected circumstances require the services of the design team to make additional site visits beyond what is already provided under the base fee proposal.

---

### 211 Horn Street Historic
EXHIBIT B

INSURANCE
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Taggart and Associates, Inc
1600 Canyon Boulevard
P. O. Box 147
Boulder CO 80306

INSURED
Pru Architects, Inc.
1319 Spruce Street, Suite 207
Boulder CO 80302

CONTACT NAME: Regina Casey, CIC
PHONE: (303) 442-1454
FAX: (303) 442-8802
EMAIL: rcasey@taggartinsurance.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Travelers Indemnity of America
INSURER B: Phoenix
INSURER C:
INSURER D:
INSURER E:

COVERAGE
This is to certify that the policies of insurance listed below have been 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.

LIMITS

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

CERTIFICATE HOLDER
clinker@cityofblackhawk.or

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
Regina Casey/NAM

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

INSO26 (2014/01)
CERTIFICATE OF LIABILITY INSURANCE

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

RECEIVED
DEC 01 2016

City of Black Hawk
Clerk's Office

CERTIFICATE OF LIABILITY

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

DATE (MM/DD/YYYY) 11/15/2010

INSURERS AFFORDING COVERAGE NAIC#
INSURER A: Pinnacol Assurance 41190
INSURER B:
INSURER C:
INSURER D:

COVERAGES

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

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CERTIFICATE HOLDER
1751090
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, THE ISSUING COMPANY WILL Endeavor TO NOTIFY 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO NOTIFY SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Christine Cosgrove
Underwriter
ACORD CORPORATION 1988

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

ACORD 28(2001/08)
CERTIFICATE HOLDER COPY

City of Black Hawk
PO Box 68
Black Hawk, CO 80422

IMPORTANT
If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER
The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
PUI Agency of Colorado, Inc
PO Box 3412
Littleton, CO 80161-3412

Cindy L. King

INSURED
PEH Architects
Peter Heinz, AIA d/b/a
1319 Spruce Street, Suite 207
Boulder, CO 80302

City of Black Hawk
Clerk's Office

RECEIVED
JAN 1 2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2016

INSURER(S) AFFORDING COVERAGE
NAC #

PUI Agency of Colorado, Inc.
720-465-9116

INFORMATIONS

INVENTORY NUMBER
CM16DPL301767IV

LIMITS

COMMERCIAL GENERAL LIABILITY

CLAIMS MADE | OCCUR $10,000,000

TOTAL LIMITS

01/26/2016
01/26/2017
01/26/2018

EXCESS LIMIT

EACH OCCURRENCE

AGGREGATE

1,000,000

2,000,000

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

CERTIFICATE HOLDER
City of Black Hawk
PO Box 98
Black Hawk, CO 80422

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

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EXHIBIT C

HISTORIC FINDINGS
211 Horn Street
Historic Preservation Findings & Rehabilitation Recommendations by Black Hawk Staff

The owners have decided to retain the non-historic garage addition (seen below). This addition currently has a combination of board & batten and vertically grooved plywood siding, with “Alpine” cornice trim and railing.

The portion of the house that dates from the period of significance is shown below. This should be restored to its historic appearance. This will include:

A. Restoring the original side gable roof

B. Restoring the original front-gable wing walls and roof.

C. Restoring the original porch. An enclosed porch, as seen below, would meet the standards.

D. Restoring the original doors and windows, as seen below.

E. Restoring the original lap siding.

The recommendation restorations are shown below on the existing conditions:
The east addition, seen below in the yellow box, is over 50 years of age but does not date from the NHL district’s period of significance and has not “achieved its own significance over time.” Therefore, its rehabilitation should be treated as a new addition. In other words, it should be compatible to the historic building, but not identical. Treatment options could include:

- Distinguishing the edge of the original gable-front wing from the east addition with a vertical corner board.
- Using horizontal siding that is sized differently from the historic portion, but it still compatible.
The rear “solar panel” section was originally a historic shed. The original roof line, still visible on the interior of the building, should be restored. The siding should be restored as well, so that this section of the building retains its shed-like appearance.
EXHIBIT D

PHOTOS
ENCAPSULATED STRUCTURE
PERIOD OF SIGNIFICANCE
RESOLUTION 90-2016
A RESOLUTION
APPROVING CERTAIN
SERVICE AGREEMENTS
FOR CALENDAR YEAR
2017
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 90-2016

TITLE: A RESOLUTION APPROVING CERTAIN SERVICE AGREEMENTS
FOR CALENDAR YEAR 2017

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

Section 1. The City Council hereby approves the Services Agreements with the
entities and for the services set forth below (the “Agreements”), and authorizes the Mayor to sign
the Agreements on behalf of the City.

<table>
<thead>
<tr>
<th>Entity</th>
<th>Service</th>
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<tbody>
<tr>
<td>NV5, Inc.</td>
<td>Owners Representative</td>
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<tr>
<td>Weecycle Environmental Consulting</td>
<td>Environmental</td>
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RESOLVED AND PASSED this 14th day of December, 2016.

________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: A Resolution approving certain Community Planning and Development Service Agreements with amounts over $35,000 for calendar year 2017.

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

MOTION TO APPROVE Resolution No. 90-2016 approving certain Community Planning and Development Service Agreements with amounts over $35,000 for calendar year 2017.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Community Planning and Development utilizes professional services to supplement City staff time, complement City staff expertise, provide an independent perspective, ensure credibility and serve as a technical advisor to the Community Planning and Development Administrator. These are budgeted items and completed on a time and materials basis. Staff recommends utilizing the following consultants:

<table>
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<th>Amount</th>
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<td>NV5, Inc.</td>
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AGENDA DATE: December 14, 2016
WORKSHOP DATE: N/A
FUNDING SOURCE: 203-0000-5025800
DEPARTMENT DIRECTOR APPROVAL: [X ]Yes  [ ]No
STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D Administrator
DOCUMENTS ATTACHED: Resolution 90-2016, Professional Services Agreements

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

12/05/16
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _________________, 20___, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and NV5, INC. hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous on-call consulting services as an Owners Representative for Preservation Easement, Residential Grant and Exterior Paint Programs. ("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, Owners Representative services for the Project.

I. SCOPE OF SERVICES

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

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

A. Compensation shall not exceed **$200,000 without prior approval** for the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

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

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

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

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

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

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

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2017.

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:
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:

John Bills
NV5, Inc.
2650 18th Street
Denver, CO  80211

XVI. ENTIRE AGREEMENT

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

CITY OF BLACK HAWK, COLORADO

By: ____________________________________
    David D. Spellman, Mayor

ATTEST:

___________________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

___________________________________
Corey Y. Hoffmann, City Attorney
NV5, Inc.

By: __________________________

Its: COO - Program Management

STATE OF COLORADO

COUNTY OF DENVER

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 7th day of DECEMBER, 2016, by JOHN BILLS as the COO PROGRAM MANG. of NV5, INC.

My commission expires: 2-15-17

(SEAL) Tara Beth Wenzl
Notary Public
State of Colorado
Notary ID 20134009712
My Commission Expires February 15, 2017

Notary Public
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM:  
John Bills  
NV5, Inc.  
2650 18th Street  
Denver, CO 80211

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

Project Name: Owners Representative for Preservation Easement, Residential Grant and Exterior Paint Programs.

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 7th day of December, 2016

Prospective Contractor NV5, Inc.

By: ___________________________

Title: COO - Program Management
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:
   □ I, ________________________, am a sole proprietor doing business as ________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

   OR

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

2. Check one.
   □ I, ________________________, am a United States citizen or legal permanent resident.

   The City must verify this statement by reviewing one of the following items:
   o A valid Colorado Driver’s license or a Colorado identification card
   o A United States military card or a military dependent’s identification card
   o A United States Coast Guard Merchant Mariner card
   o A Native American tribal document
   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

N/A
DEPARTMENT PROGRAM AFFIDAVIT

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

I, __JOHN BILLS_______, 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.

__________________________  __________________________
Contractor Signature                                 Date

STATE OF COLORADO                      )
COUNTY OF DEERFIELD                      ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 7th day
of DECEMBER, 2016, by __JOHN BILLS_______ as CONTROLLER of

__________________________
Notary Public

(SEAL)
Tara Beth Wenzl
Notary Public
State of Colorado
Notary ID 20134009712
My Commission Expires February 15, 2017
ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

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

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

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

AND

Documents that Serve to Prove Identification:

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

The Owners Representative ("Representative") primary responsibility is to advocate the City’s best interest when handling and overseeing coordination obligations for the residential work program – from project inception through project completion and closeout – for the Historic Restoration and Community Preservation Fund, which offers four components of assistance and the General Fund Exterior Paint Program ("Residential Program"). The Representative is fully accountable to understand the components of the Residential Program and to ensure the program parameters and objectives are applied and achieved under each work program.

Representative shall supplement City staff time, complement City staff expertise, provide an independent perspective, ensure credibility and serve as a technical advisor to the City of Black Hawk Community Planning and Development Administrator.

Representative shall work directly with the Community Planning and Development Administrator and frequently interacts with City Staff, Property Owner, Architect, Consultants and General Contractor.

Services and responsibilities may include, but not necessarily be limited to, the following:

A. General Services

B. Pre-Construction Services Phase – Exterior/Interior
   1. Grant Program Agreements
   2. Encumbrance / Appraisal
   3. Survey / Easements / Boundary Line Adjustments
   4. Existing Conditions
   5. Program Contracts

C. Design Phase – Exterior/Interior
   1. Conceptual Design – Scope of Work
   2. Schematic Design – Building Components
   3. Design Development – Preparation for Construction Documents
   4. Construction Documents – Building Project Requirements

D. Bidding Phase – Exterior/Interior

E. Construction Phase – Project Administration – Exterior

F. Post-Construction Phase
   1. Project Closeout – Exterior/Interior
   2. Construction Defects – Exterior
   3. Construction Claims and Disputes - Exterior
NV5 hourly rates for proposed projects in 2017 are as shown in the table below. Rates for years beyond 2017 will increase at the rate of Consumer Price Index Inflation with a minimum increase of 3% per year.

<table>
<thead>
<tr>
<th>POSITION / ROLE</th>
<th>2017 HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Executive</td>
<td>$118.45</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$108.15</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$ 97.85</td>
</tr>
</tbody>
</table>

In addition to the hourly rates, reimbursable expenses will be billed as follows:

- Mileage – to be billed at IRS rate
- Printing - $0.15/page
- Reprographics – at cost (varies by size/quantity of drawings)
- Shipping – at cost

All reimbursable expenses billed at cost, with no mark-up.
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 4/29/2016

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRM OR ALTER COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUE 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**
Cavignac & Associates
450 B Street, Suite 1800
San Diego, CA 92101-8005
License No. OA99520

**INSURED**
NVS Holdings, Inc.; Consilium Partners, LLC
1738 Wynkoop Street, Suite #302
Denver, CO 80202 United States

**CERTIFICATE NUMBER:** 259253
**REVISION NUMBER:** 371927

**COVERAGES**

<table>
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<tr>
<th>INSR LTD</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL INSURED</th>
<th>WRN</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>B</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td>6806B994354</td>
<td>5/1/2016</td>
<td>5/1/2017</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<td>DAMAGE TO TENDED PREMISES (EA occurrence): $1,000,000</td>
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<td></td>
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<td>MED EXP (Any one person): $10,000</td>
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<td></td>
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<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
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<td>GENERAL AGGREGATE: $2,000,000</td>
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<td>PRODUCTS : COM/OP AGG: $2,000,000</td>
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<td></td>
<td></td>
<td>Deductible: $0</td>
</tr>
</tbody>
</table>

| A        | AUTOMOBILE LIABILITY |              |     | A37291462442026     | 5/1/2016                | 5/1/2017                | COMBINED SINGLE LIMIT (EA accident): $1,000,000 |
|          |                     |              |     |                     |                         |                         | BODILY INJURY (Per person): $1,000,000 |
|          |                     |              |     |                     |                         |                         | BODILY INJURY (Per accident): $1,000,000 |
|          |                     |              |     |                     |                         |                         | PROPERTY DAMAGE (Per accident): $1,000,000 |
|          |                     |              |     |                     |                         |                         | EACH OCCURRENCE: $1,000,000 |
|          |                     |              |     |                     |                         |                         | AGGREGATE: $0 |

| B        | WORKERS COMPENSATION AND EMPLOYERS’ LIABILITY |              |     | UB38937615          | 5/1/2016                | 5/1/2017                | E.L. EACH ACCIDENT: $1,000,000 |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFER/MEM EXCLUDED? |              |     |                     |                         |                         | E.L. DISEASE - EA EMPLOYEE: $1,000,000 |
|          | (Mandatory in NH) |              |     |                     |                         |                         | E.L. DISEASE - POLICY LIMIT: $1,000,000 |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below |              |     |                     |                         |                         | |

| C        | Professional Liability |              |     | AEC90107830D        | 5/1/2016                | 5/1/2017                | Ea.Claim: $5,000,000,000 |
|          |                        |              |     |                     |                         |                         | Aggreg: $10,000,000,000 |

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

Additional Insured coverage applies to General and Automobile Liability for City of Black Hawk per policy form.

Waiver of subrogation applies to General and Automobile Liability and Workers Compensation per policy form. Prof. Liab. - Claims made, defense costs included within limit; Pollution Liability is included in policy form #ADI0510002. Cavignac & Associates will provide 30 days notice of cancellation to the Certificate Holder in the event of policy cancellation.

**CERTIFICATE HOLDER**
City of Black Hawk
PO Box 68, 211 Church Street
Black Hawk, CO 80422
United States

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**
Jeffrey W. Cavignac

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ___ day of ____________, 20___, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and WEECYCLE ENVIRONMENTAL CONSULTING, INC. hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous on-call consulting services for environmental and abatement for the ongoing maintenance of various residential properties participating in the Historic Restoration and Community Preservation Program ("the Project").

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

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, environmental consulting and abatement services, as directed by the City, for the Project.

I. SCOPE OF SERVICES

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

II. THE CITY’S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

A. Compensation shall not exceed $75,000 without prior approval for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

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

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

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

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

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

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

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2017.

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
Attention: 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:

Judith E. Sawitsky
Wecycle Environmental Consulting, Inc.
5375 Western Avenue, Suite B
Boulder, CO 80301

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

Weecycle Environmental Consulting, Inc.

By: ________________________________
    [Signature]

Its: ________________________________
    [Signature]

STATE OF COLORADO

COUNTY OF Boulder

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 2ND day of December, 2011, by Judith E. Swartley as the President of Weecycle Environmental, Inc.

My commission expires: Feb 4, 2019

(S E A L)

Notary Public

Rev. 09/2016
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: 
Judith E. Sawitsky
Weecycle Environmental Consulting, Inc.
5375 Western Avenue, Suite B
Boulder, CO 80301

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

Project Name: Environmental Consulting and Abatement Services

Bid Number N/A Project No. N/A

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

Executed this 2 day of December, 2016

Prospective Contractor
Weecycle Environmental Consulting, Inc

By: [Signature]

Title: President
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

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

OR

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

2. Check one.

☐ I, ________________________, am a United States citizen or legal permanent resident.

_The City must verify this statement by reviewing one of the following items:_

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

OR

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

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

_________________________ __________________________
Signature Date
DEPARTMENT PROGRAM AFFIDAVIT

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

I, JUDITH SAWITSKY, 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.

Contractor Signature _____________________________ Date 12/2/16

STATE OF COLORADO )
COUNTY OF Boulder ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 21\text{st} day of
December, 2016, by JUDITH SAWITSKY as President of

My commission expires: Feb 4, 2019

Notary Public

(SEAL)
ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

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

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

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

AND

Documents that Serve to Prove Identification:

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

Rev. 09/2016
EXHIBIT A
SCOPE OF SERVICES

A comprehensive, full-service environmental consulting and abatement firm to assist the City of Black Hawk through the maze of environmental regulations by successfully providing a broad array of environmental services to include as step by step investigations as follows:

- Task 1 – Perform thorough site assessments that include and inspection, investigation, and evaluation
- Task 2 – Perform environmental screenings and testing as necessary
- Task 3 – Document all results produce a written report with the data
- Task 4 – Create, coordinate, procure and supervise abatement plan
- Task 5 – Provide post abatement clearance reports

Services and responsibilities may include, but not necessarily be limited to, the following:

1. Lead Based Paint (LBP)
2. Mold (Microbial)
3. Asbestos
4. Radon
5. Interior demolitions, as necessary
6. Abatement and hazardous clean-up
7. Site assessments
8. Regulatory compliance
9. Sampling
10. Analyses
11. Management of hazardous waste projects and long-term planned remedial programs
12. Waste minimization programs
13. Recycling programs
14. Emphasize practical approaches and solutions to minimize cost and liability
15. Consultation as required
### EXHIBIT A-1
### SCHEDULE OF CHARGES

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<thead>
<tr>
<th>CATEGORY</th>
<th>BILLING RATE (per/hr)</th>
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<tbody>
<tr>
<td>Project Manager</td>
<td>$90.00</td>
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<tr>
<td>Geologist</td>
<td>$115.00</td>
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<tr>
<td>Environmental Scientist</td>
<td>$80.00</td>
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<td>Senior Technician</td>
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<tr>
<td>Environmental Technician</td>
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<tr>
<td>Lead Inspector/Lead Risk Assessor</td>
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<td>Lead Supervisor</td>
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<tr>
<td>Asbestos Project Designer</td>
<td>$90.00</td>
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<td>Asbestos Project Manager</td>
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<tr>
<td>Asbestos Inspector</td>
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<tr>
<td>Air Monitoring Specialist</td>
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<tr>
<td>Drafting</td>
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<tr>
<td>Document preparation/Word Processing/Clerical</td>
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### LEAD BASED PAINT (LBP) SERVICES

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<tr>
<th>BILLING RATE (per/hr)</th>
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<tbody>
<tr>
<td>Lead Survey + Samples</td>
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<tr>
<td>Lead Hazard Screen</td>
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<tr>
<td>Risk Assessment</td>
</tr>
<tr>
<td>Pre-renovation Testing</td>
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### ASBESTOS SERVICES

<table>
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<tr>
<th>BILLING RATE (per/hr)</th>
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<tbody>
<tr>
<td>Asbestos Survey + Samples</td>
</tr>
<tr>
<td>Daily Rate – Project Over-Site</td>
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<tr>
<td>Daily Rate – (Set &amp; Collect)</td>
</tr>
<tr>
<td>Final Visual Inspection &amp; Air Monitoring Clearances</td>
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<tr>
<td>Weekend Rate</td>
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<tr>
<td>Out of Town Rate</td>
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### ENVIRONMENTAL ASSESSMENTS

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<tr>
<th>BILLING RATE (Item)</th>
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<tr>
<td>Phase I Environmental Assessments</td>
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<tr>
<td>Phase II Environmental Assessments</td>
</tr>
<tr>
<td>Wetland/NEPA Compliance</td>
</tr>
<tr>
<td>LABORATORY</td>
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<tr>
<td>------------------------------------------------</td>
</tr>
<tr>
<td><strong>Lead</strong></td>
</tr>
<tr>
<td>Wipe/Soil Samples (Lead)</td>
</tr>
<tr>
<td>6 hr rush</td>
</tr>
<tr>
<td>24 hr</td>
</tr>
<tr>
<td>Bulk Chip Samples (Lead)</td>
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<tr>
<td>24 hr</td>
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<tr>
<td><strong>Asbestos</strong></td>
</tr>
<tr>
<td>PCM Analysis Asbestos</td>
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<tr>
<td>Bulk Asbestos (PLM)</td>
</tr>
<tr>
<td>2 hr rush</td>
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<tr>
<td>24 hr</td>
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<td>3-5 day</td>
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<td>Point Count</td>
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<td>24 hr</td>
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<tr>
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<td><strong>INDOOR AIR QUALITY</strong></td>
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<td>Bulk Samples</td>
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<td>Air-O-Cell</td>
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<td><strong>SAFETY GEAR</strong></td>
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<tr>
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<tr>
<td>Level B</td>
</tr>
<tr>
<td>Level C</td>
</tr>
<tr>
<td>Level D</td>
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<tr>
<td><strong>TRAVEL</strong></td>
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<tr>
<td>Car Mileage</td>
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<tr>
<td>Truck &amp; Equipment Trailer</td>
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<tr>
<td>Travel</td>
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<tr>
<td><strong>FIELD INSTRUMENTS</strong></td>
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<tr>
<td>Photo Ionization Detector</td>
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<tr>
<td>PH/Temp Meter</td>
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<td>Conductivity/pH/Temp Meter</td>
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<tr>
<td>Water Level Indicator</td>
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<tr>
<td>Peristaltic Pump</td>
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<tr>
<td>Submersible Pump</td>
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<tr>
<td>Generator</td>
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<tr>
<td>Radiation Detector</td>
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<tr>
<td>OTHER EXPENSES</td>
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<tr>
<td>-----------------------------------</td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
</tr>
<tr>
<td>Project Supplies</td>
</tr>
<tr>
<td>Laboratory Analysis (not listed)</td>
</tr>
<tr>
<td>Mileage</td>
</tr>
<tr>
<td>Camera</td>
</tr>
<tr>
<td>Cell Phone</td>
</tr>
<tr>
<td>Black &amp; White Copies</td>
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<tr>
<td>Color Printing</td>
</tr>
<tr>
<td>Per Diem</td>
</tr>
<tr>
<td></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 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
Van Oppen & Co. 2, Inc.
PO Box 793
Teton Village WY 83025

CONTACT
Brenda Todd
PHONE: 800-746-0048
FAX: (AIC, No):
E-MAIL: service@vanoppenco2.com
ADDRESS

INSURED
Weecycle Environmental Consulting, Inc.
5375 Western Ave, Suite B
Boulder CO 80301

INSCRIBER
WEECY-1

INSURER A: Colony Insurance Company
NAIC # 39993

INSURER(s) AFFORDING COVERAGE

COVERSIONS: CERTIFICATE NUMBER: 1195840255

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.

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<tr>
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<tr>
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<td>ALL OWNED AUTOS</td>
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<td>UMBRELLA LIABILITY</td>
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<td>EXCESS LIABILITY</td>
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<td>CLAIMS-MADE</td>
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<td></td>
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<tr>
<td>A</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>$</td>
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<td></td>
<td></td>
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<td>$</td>
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<tr>
<td></td>
<td>(Mandatory in NH)</td>
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<tr>
<td>A</td>
<td>PROFESSIONAL LIAB</td>
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<td>$</td>
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<tr>
<td></td>
<td>&quot;Claims Made&quot;</td>
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<td>$</td>
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</table>

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

The City of Black Hawk is included as additional insured on the general liability as required by written contract.

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD
CERTIFICATE OF LIABILITY INSURANCE

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

INSURED
Wecycle Environmental Consulting Inc
5375 Western Ave Ste C4
Boulder, CO 80301

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

INSURERS AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>Pinnacol Assurance</th>
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<td>INSURER B</td>
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<td>INSURER C</td>
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<td>INSURER D</td>
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<td>INSURER E</td>
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</tbody>
</table>

COVERAGE

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

<table>
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<tr>
<th>INSURER LTR</th>
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<td>GEND. AGGREGATE LIMIT APPLIES PER:</td>
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<td>WORKERS COMPENSATION AND</td>
<td>3444333</td>
<td>06/01/2016</td>
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<td>EMPLOYER'S LIABILITY</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE</td>
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<td>OFFICER/MEMBER EXCLUDED?</td>
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<td>IF YES, PLEASE DESCRIBE UNDER SPECIAL PROVISIONS Below</td>
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<td>OTHER</td>
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</tr>
</tbody>
</table>

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

CERTIFICATE HOLDER
1718583
The City of Blackhawk
PO Box 68
Black Hawk, CO 80422

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO NOTIFY 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO NOTIFY SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Christine Cosgrove
Underwriter
ACORD CORPORATION 1988

ACORD 25(2001/08)
RESOLUTION 91-2016
A RESOLUTION
APPROVING THE FIRST
ADDENDUM TO THE
AGREEMENT FOR
TRANSIT RELATED
SERVICES FOR THE
BLACK HAWK &
CENTRAL CITY
TRAMWAY FOR 2017
BETWEEN MV
TRANSPORTATION, INC.
AND THE CITY OF BLACK
HAWK
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 91-2016

TITLE: A RESOLUTION APPROVING THE FIRST ADDENDUM TO THE AGREEMENT FOR TRANSIT RELATED SERVICES FOR THE BLACK HAWK & CENTRAL CITY TRAMWAY FOR 2017 BETWEEN MV TRANSPORTATION, INC. AND THE CITY OF BLACK HAWK

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

Section 1. The First Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2017 between MV Transportation, Inc. and the City of Black Hawk, attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 14th day of December, 2016.

__________________________________
David D. Spellman, Mayor

ATTEST:

__________________________________
Melissa A. Greiner, City Clerk
SUBJECT: Approve Resolution 91-2016, a Resolution authorizing the execution of the First Addendum to the Agreement for providing the Management and Operation of the Transportation Services for the Black Hawk & Central City Tramway for 2017.

RECOMMENDATION:
If City Council chooses to approve Resolution 91-2016, a Resolution authorizing the execution of the agreement between the City of Black Hawk and MV Transportation, Inc., the recommended motion is as follows: “Approve Resolution 91-2016, a Resolution Approving the First Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2017 Between MV Transportation, Inc. and the City of Black Hawk.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk and the City of Central have agreed to continue with the combined shuttle bus service for 2017. The bus will continue to circulate through both Cities on a specific route with specific stops. The route should take approximately 30 minutes to cover. A single bus will operate Monday through Thursday and two buses will operate Friday through Sunday.

AGENDA DATE: December 14, 2016
FUNDING SOURCE: 204-4801-431-33-25 Contracted Bus Service
ORIGINATED BY: Thomas Isbester
STAFF PERSON RESPONSIBLE: Thomas Isbester
PROJECT COMPLETION DATE: December 31, 2016
DOCUMENTS ATTACHED: Agreement
CITY ATTORNEY REVIEW: [ ]Yes [ ]No [ ]N/A INITIALS_________
SUBMITTED BY: [ ]Yes [ ]No [ ]N/A REVIEWED BY: [ ]Yes [ ]No [ ]N/A

Thomas Isbester, Public Works Director
Jack D. Lewis, City Manager
FIRST ADDENDUM TO AGREEMENT FOR THE MANAGEMENT AND OPERATION OF THE TRANSPORTATION SERVICES FOR THE CITY OF BLACK HAWK

This First Addendum to Agreement for the Management and Operation of the Transportation Services for the City of Black Hawk (the "First Addendum") is entered into this __________ day of __________, 2016 by and between the City of Black Hawk, a political subdivision of the State of Colorado (the "City") and MV Public Transportation, Inc. (the "Contractor").

WHEREAS, City has previously contracted with the Contractor to operate its transportation system, and

WHEREAS, the City desires to continue contracting with Contractor for an additional one year term, commencing January 1, 2017.

NOW THEREFORE, in consideration for the mutual promises herein, the parties agree as follows:

1. The Parties agree to extend that Agreement for the Management and Operation of the Transportation Services for the City of Black Hawk effective January 1, 2016 through December 31, 2016 (the "Original Agreement"), for an additional one year term, starting January 1, 2017, and ending December 31, 2017, subject to all of the terms and conditions of the Original Agreement.

2. Section 3.1 of the Original Agreement is amended by the addition of a replacement Exhibit B, which rates shall include the Fixed Cost per Month plus the Variable Cost per Hour based on the actual hours of operation.

3. This First Addendum and the Original Agreement constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provision of this First Addendum and the Original Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

City of Black Hawk
By: __________________________
Title: _________________________
Date: _________________

Contractor
By: __________________________
Title: _________________________
Date: _________________

WITNESS

November 2016
APPENDIX B
COST PROPOSAL FORMAT

SECTION I
CURRENT SERVICE PROFILE: Based on 8,424 Total Service Hours/Year

*Note: Modify Cost Categories to Reflect Your Organization Budget Accounts*

<table>
<thead>
<tr>
<th>Sample Budget Accounts</th>
<th>Total Cost</th>
<th>Fixed Cost</th>
<th>Variable Cost</th>
<th>Total $/Hour</th>
</tr>
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<td><strong>Labor</strong></td>
<td></td>
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<tr>
<td>Driver Wages/Benefits</td>
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<td>Mgmt. Staff Wages/Benefits</td>
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<td><strong>Operating Expenses</strong></td>
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<td>Uniforms</td>
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<td><strong>Insurance</strong></td>
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<td>$30.33</td>
</tr>
</tbody>
</table>

SECTION II.

A. Additional Scheduled Service Hours that will be provided at the Variable Cost Per Hour in Section I without an increase in Monthly Fixed Cost.

1,000 Additional Service Hours will be provided annually at Fixed Cost rate of $30.33 Per Hour

B. Variable Cost Per Hour to provide non-scheduled special services for community events as requested.

$30.33 Cost Per Hour for Special Services  2. Minimum hours per event
RESOLUTION 92-2016

A RESOLUTION AUTHORIZING THE CONVERSION OF THE CITY’S COBRA HEAD STYLE STREET LIGHTS FROM HIGH PRESSURE SODIUM (HPS) TO NEW LIGHT EMITTING DIODE (L.E.D.)
TITLE: A RESOLUTION AUTHORIZING THE CONVERSION OF THE CITY’S COBRA HEAD STYLE STREET LIGHTS FROM HIGH PRESSURE SODIUM (HPS) TO NEW LIGHT EMITTING DIODE (L.E.D.)

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

Section 1. The City hereby authorizes the conversion by Xcel Energy of the City’s cobra head style street lights from high pressure sodium (HPS) to new light emitting diode (L.E.D.), and consenting to a new monthly rate for the L.E.D. lights that includes the cost of conversion

RESOLVED AND PASSED this 14th day of December, 2016.

_________________________________
David D. Spellman, Mayor

ATTEST:

_________________________________
Melissa A. Greiner, City Clerk
SUBJECT: Approve Resolution 92-2016, a Resolution approving the authorization to convert the City’s cobra head style street lights from high pressure sodium (HPS) to new light emitting diode (L.E.D.) under option A of the Street Light Program.

RECOMMENDATION: If City Council chooses to approve Resolution 92-2016, the recommended motion is as follows: "Approve Resolution 92-2016, a Resolution authorizing the conversion of the City’s Cobra Head style street lights from High Pressure Sodium (HPS) to new Light Emitting Diode (L.E.D)".

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
XCEL energy has finally made the leap to begin utilizing LED technology. According to their propaganda, LED Street Lights produce more light per watt of power consumed than conventional light and have reduced maintenance costs. Plus, the cooler light emitted by LED’s provides a brighter, crisper aesthetic. The LED lighting is also “Dark Sky” compliant which is a designation given to outdoor lighting fixtures that meet the International Dark Sky Association’s requirements for reducing light pollution and minimizing glare, sky glow, spill light and obtrusive light. The lights are warranted from the manufacturer for 10 years, but are rated at 100,000 hours or approximately 23 years. The City would be on the hook for any labor costs associated with these new lights. The PUC has granted XCEL new rates associated with the use of LEDs. They are currently offering replacement fixtures for 100, 250, and 400 watt street lights. The City currently has approximately 289 poles with these fixture wattages, primarily 250 watt. XCEL has created a program that provides municipalities three options for conversion, however, they would like a decision by December 31, 2016.

The three options consist of: Do Nothing and keep current fixtures and rates, Option A consists of XCEL changing out all the City’s cobra head lights to LED and providing a new monthly rate for those lights that includes the cost of conversion, or Option B which includes the City paying the upfront costs for conversion and receiving a reduced monthly rate for those new LED lights. Option A provides for immediate savings at year one, though I’m not sure we receive the full benefit of the more efficient fixtures over their life.

Option B provides a better immediate savings on the electrical bill, however, it also requires the City to carry the $100,904.50 upfront costs of conversion. Running scenarios based on current information, the ROI for option B over current is at least 8 years, and option B over option A is about 12 years.

Knowing that technology can change rapidly and rates are likely to change within that time frame, the recommended option is to go with option A.

XCEL has indicated they would most likely be able to convert our lights within the first quarter of 2017.

AGENDA DATE: December 14, 2016

FUNDING SOURCE: 010-3101-431-41.01 Utilities/ Gas & Electric

ORIGINATED BY: Thomas Isbester
STAFF PERSON RESPONSIBLE: Thomas Isbester

PROJECT COMPLETION DATE: N/A

DOCUMENTS ATTACHED: Propaganda

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

SUBMITTED BY: Thomas Isbester, Public Works Director

REVIEWED BY: Jack Lewis, City Manager
Introducing Colorado’s new LED Street Lighting Program

Xcel Energy has proposed a new voluntary program for Colorado municipalities offering several choices for replacing cobra head street lights with energy efficient LED (light-emitting diode) street lights.

We are committed to helping our communities save energy and money—and LED street lights do both. Xcel Energy is making this investment in new technology in step with our commitment to support the energy goals of the communities we serve.

LED street lights produce more light per watt of power consumed than conventional lights and have reduced maintenance costs. Plus, the cooler light emitted by LEDs provides a brighter, crisper aesthetic.

If your municipality is interested in participating in this program, here is what we would need from you: A municipal representative must respond in writing with your program selection by Dec. 31, 2016. This will allow Xcel Energy time to work with you to plan for the most efficient implementation schedule.

Make the choice that works for you:

Choose Option A: Zero upfront costs to you

- Xcel Energy pays 100% of the costs to convert your cobra head fixtures to new, energy efficient LED fixtures.
- Customers participating in this option must convert at least 90% of the cobra head street lights in their municipality.
- Once the new LED street lights are operational, customers pay a monthly rate. For pricing, refer to Schedule SL, Option A LED Service Option Charge.
- Xcel Energy will meet with you to discuss the conversion schedule and specific areas that you want (or do not wish) to convert.
- An Xcel Energy team member will work directly with you to coordinate processes and timing of the conversion.
- Dedicated crews will convert the street lights according to the schedule.

Choose Option B: Flexible upgrade plan

- The customer pays 100% of the conversion costs for new LED fixtures, plus the cost of retiring cobra head fixtures and lamps.
  - This non-refundable contribution will be billed to the customer after conversion begins, in 90-day intervals.
  - Conversion costs are calculated using labor, materials, and vehicle charges specified in Xcel Energy’s electric tariff (for Maintenance Charges for Street Lighting Service).
- Once the new LED street lights are operational, the customer pays a monthly rate. For pricing, refer to Schedule SL, Option B LED Service Option Charge.
- Customers can identify specific locations where conversions will take place over a five-year period, provided that each conversion project includes a minimum of ten street lights in a clearly delineated area.
- An Xcel Energy team member will work directly with you to coordinate processes and timing of the conversion.
- Xcel Energy will use regular Outdoor Lighting maintenance crews to convert the street lights. Installation will be subject to crew availability.

Choose to Opt Out: This is a voluntary program, and municipalities can also choose not to participate

Again, municipalities must note their choice in writing by Dec. 31, 2016. Questions? You can review our Frequently Asked Questions fact sheet or contact Susan Davis at susan.davis@xcelenergy.com. Information is also available on xcelenergy.com.

We are excited about the potential for this new program, and look forward to hearing from you!

-The Xcel Energy Outdoor Lighting Team
LED Street Lighting

LED streetlights are durable, long-lasting and cost effective and can lead to enhanced public safety while delivering environmental advantages because they use less energy while delivering enhanced visible light. After completing pilot programs and a technical analysis of current products that meet our engineering requirements, Xcel Energy found mainstream LED streetlights to be of utility-grade quality and on par with the reliability standards we must maintain.

Q. What are the features of Xcel Energy's LED Street Lighting program?
A. Xcel Energy is planning to offer its Colorado municipal customers a voluntary LED (light-emitting diodes) street lighting service and associated tariff. Customers may elect to participate or to stay with their current product and rate. The new LED tariff will be applicable to Xcel Energy-owned street lighting units.

Q. What fixtures and sizes will be available?
A. Xcel Energy's initial offer will focus on cobra-head style fixtures. Performance and cost analysis of alternative styles is ongoing and could be offered in the future. The program will offer equivalent LED replacements at the 70W, 100W, 150W, 250W and 400W levels. For communities wishing to replace 200W high-pressure sodium heads, Xcel Energy can help you determine which equivalent wattage level LED fixture would be an appropriate substitute to meet your specific lighting requirements.

Q. What services will the new LED Street Lighting rate include relative to current rates?
A. The new LED Street Lighting rate will be structurally similar to Xcel Energy's Street Light (SL) rate for Colorado municipal customers in that it will exclude charges for non-routine maintenance services.

Q. Will there be an up-front charge to convert existing lights to LEDs?
A. Xcel Energy is offering two options to customers who wish to participate:

Option A: Offers no up-front cost for conversion. Xcel Energy will convert cobra-head style lights at no cost to the customer. We will work with customers to determine if there are some lights that municipalities do not want to convert; however, customers must elect to change at least 90 percent of their cobra head lights to be eligible for this option.

Option B: The customer will pay all up-front costs for labor, material and any other charges such as traffic control and permits for the conversion of the lights. The customer can choose which lights they want to convert (must be at least ten lights in an identifiable area), and Xcel Energy will work with the municipality to schedule conversions using existing street lighting crews as available.

Q. How will the price compare to current rates?
A. Customers can expect to see monthly savings from both Option A and Option B. The average savings for Option A are approximately 5-7 percent and for Option B, approximately 11-19 percent.

Q. Will rebates be available?
A. Xcel Energy is not offering rebates for company-owned LED street lighting. Because we are putting a program in place that supports similar product introductions across our entire eight-state territory, our volume purchasing power will provide customers with the most favorable price points and economic benefits.
Q. Are the new lights as bright as the old lights?
A. Yes. The light output (or lumens) of the new LEDs is equivalent to that of older high pressure sodium vapor lights they would replace.

Q. Will residents notice a difference in the light quality?
A. Yes. Older residential street light technology often has an incredibly inefficient light pattern that causes glare. Residential LED street lighting has a more efficient lighting pattern that reduces glare and focuses the light directly on the area to be lit (typically corners and mid-block locations).

All of our LED lighting is also “Dark Sky” compliant which is a designation given to outdoor lighting fixtures that meet the International Dark Sky Association’s requirements for reducing light pollution and minimizing glare, sky glow, spill light and obtrusive light.

Q. When will the program be available?
A. Depending on the Colorado Public Utilities Commission approval process, we anticipate LED street lights to be available for conversion in early 2016.

Q. If our municipality is interested, what is our next step?
A. Please have a municipal representative sign the Customer Option letter and submit it to:
Xcel Energy, Outdoor Lighting Department
Attn: Maili Dilworth
1123 West 3rd Avenue
Denver, CO 80223
Colorado LED Street Light Program: An overview

STEP 1: Municipality selects their preferred option and submits their request in writing to Xcel Energy.

- You may note your choice below and send us your completed form.
- Municipalities must submit their request by Dec. 31, 2016.

STEP 2: Xcel Energy's LED street light team contacts you to discuss the conversion schedule.

STEP 3: Xcel Energy orders materials, identifies staging areas.

STEP 4: Xcel Energy crews complete installations according to the schedule.

STEP 5: For Option B Only: Xcel Energy bills the customer for material, labor and ancillary services.

STEP 6: Customer is moved to appropriate new street light billing rate.

LED Street Light: Option Selection Form (to be completed by a municipal representative)

Return completed form to:
Xcel Energy LED Outdoor Street Lighting, ATTN: Maili Dilworth, 1123 West 3rd Avenue, Denver, CO 80223

Municipality: ____________________________________________________________

Municipal Representative:

Name ___________________________ Title/Position __________________________

Work Mailing Address

Email ___________________________ Phone Number __________________________

Please select your choice for program participation:

☐ Option A: Zero upfront costs
☐ Option B: Flexible upgrade plan
☐ Choose not to participate

Signature ___________________________

Date ___________________________

Please keep a copy of this letter on file for your future reference.
RESOLUTION 93-2016
A RESOLUTION
RATIFYING THE OF THE
PURCHASE OF A 2017
KENWORTH T440 FROM
MHC KENWORTH IN THE
AMOUNT OF $123,189.00
TITLE: A RESOLUTION RATIFYING THE OF THE PURCHASE OF A 2017 KENWORTH T440 FROM MHC KENWORTH IN THE AMOUNT OF $123,189.00.

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

Section 1. The City Council ratifies the approval of the purchase of a 2017 Kenworth T440 from MHC Kenworth in the amount of $123,189.00.

RESOLVED AND PASSED this 14th day of December, 2016.

______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk
SUBJECT: Ratify the approval of Resolution 93-2016, a Resolution approving the purchase of a new tandem axel dump truck.

RECOMMENDATION: If City Council chooses to ratify the approval of Resolution 93-2016, the recommended motion is as follows: "Approve Resolution 93-2016, A Resolution Ratifying the Purchase of a 2017 Kenworth T440 from MHC Kenworth in the amount of $123,189.00."

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The street department strives to get snow and ice removed from the gutters as soon as possible after a snow storm. Staff uses snow blowers to load the snow and haul it to the old post office site. One of the difficulties is that the City only has one dump truck available for hauling snow, therefore there is a lot of down time while the truck is dumping. Staff budgeted for this truck in 2017. Staff requested that the purchase be approved early in hopes of receiving it during the early part of 2017. Staff solicited proposals from three manufactures and received quotes from three different vendors based on an identical set of specifications.

MHC Kenworth $123,189.00
McCandless International $126,522.00
Rush Truck Center Peterbilt $127,379.00

All vendors indicated they could hold their prices until January. However Peterbilt and International indicated that if the order was not placed until after the first of the year then with a minimum ten week build time, we most likely would miss most of the snow season. Since we were able to order early, the Kenworth build date has been set for December with the likelihood of a delivery in mid/late January. Staff requested that City Council approve the order in November and ratify the decision in December in hopes of shaving off several months on delivery.

AGENDA DATE: December 14, 2016
FUNDING SOURCE: 305-3101-431-75XX Tandem Dump Truck (2017)
ORIGINATED BY: Thomas Isbester
STAFF PERSON RESPONSIBLE: Steve Jackson/Mike Schaller
PROJECT COMPLETION DATE: February 2017
DOCUMENTS ATTACHED: N/A
CITY ATTORNEY REVIEW: [ ]Yes [ ]No [ ]N/A INITIALS__________
RESOLUTION 94-2016
A RESOLUTION APPROVING THE SERVICE AGREEMENTS FOR VEHICLE TOWING SERVICES
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 94-2016  

TITLE: A RESOLUTION APPROVING THE SERVICE AGREEMENTS FOR VEHICLE TOWING SERVICES  

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

Section 1. The City Council hereby approves the Service Agreements for Vehicle Towing Services with the entities set forth below (the “Agreements”), and authorizes the Mayor to sign the Agreements on behalf of the City.  

A. D & J Towing and Recovery;  
B. Help Towing; and  
C. Black Hawk Towing.  

RESOLVED AND PASSED this 14th day of December, 2016.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT:  Resolution approving the service agreements for vehicle towing services between the City of Black Hawk and
        A. D & J Towing and Recovery
        B. Help Towing
        C. Black Hawk Towing.

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

MOTION TO APPROVE (or deny, etc.)  Resolution 94-2016, A Resolution approving the Service Agreements for vehicle towing services.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:  Towing companies which have a service agreement with City of Black Hawk and an annual renewal of the agreement is required. The agreement to be signed by the Mayor, upon receipt of the executed agreement from:
        A. D & J Towing and Recovery
        B. Help Towing
        C. Black Hawk Towing.

AGENDA DATE:  December 14, 2016

WORKSHOP DATE:  N/A

FUNDING SOURCE:  N/A

DEPARTMENT DIRECTOR APPROVAL:  [X] Yes  [ ] No

STAFF PERSON RESPONSIBLE:  Tory Jantz, Police Commander

DOCUMENTS ATTACHED:  Resolution 84-2015 and Service Agreement

RECORD:  [ ] Yes  [ X ] No

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

SUBMITTED BY:  REVIEWED BY:

____________________________  ________________________
Tory Jantz, Police Commander  Jack D. Lewis, City Manager
SERVICE AGREEMENT
CITY OF BLACK HAWK, COLORADO

TITLE: VEHICLE TOWING SERVICES

CONTRACT NO.: 09/2016
TOWING CONTRACT #3 FINAL
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Section I  General Terms and Conditions
Section II  Obligations of the City and the Contractor
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Section V  Insurance Requirements
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Section VII  Charter, Laws and Ordinances
Section VIII  Equal Employment Opportunity
Section IX  Termination of Contract
Section X  Miscellaneous
Exhibit A  Requirements of the Contractor
AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of __________, 20___, by and between the City of Black Hawk, Colorado (the "City") and __________ (the "Contractor").

WITNESSETH:

WHEREAS, the City intends that the Contractor shall provide towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto;

WHEREAS, it is in the best interests of the public that the City designate the Contractor to provide towing and related services to the City; and

WHEREAS, the Contractor agrees to provide all authorized towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto.

NOW, THEREFORE, the City and the Contractor, for the consideration hereinafter set forth, agree as follows:

SECTION I. GENERAL TERMS AND CONDITIONS

A. This Agreement shall be effective 12:01 a.m., on the ___ day of __________, 20___, and shall continue for a period of one (1) year. If the Contractor's service is satisfactory during this period of time, the City reserves the right to renew this Agreement for additional one year terms.

B. All work performed by the Contractor shall be authorized by a duly authorized officer, agent or representative of the City prior to the Contractor undertaking performance. This Agreement does not guarantee to the Contractor any work or create an exclusive contract.

C. The Contractor shall inform the City in writing of any subcontractors or firms hired by the Contractor to perform work in connection with this Agreement and shall keep the City informed of any changes. Unless approved in writing by the City, subcontractors may only be used to perform work in unusual circumstances, and shall not be used to substitute for the minimum equipment required by this Agreement. The Contractor shall be responsible for the performance of any subcontractor or firm hired by the Contractor. Nothing contained herein
shall create any contractual relationship between the City and a subcontractor or a firm hired by
the Contractor.

D. The Contractor and its personnel shall remain the agents and employees of the
Contractor and are not, nor shall be construed to be, agents or employees of the City even though
the City may use their services under the terms of this Agreement.

E. The Contractor shall be responsible for any injury to persons or damage to
property from negligent acts, errors or omissions of the Contractor, its subcontractors, agents and
employees.

SECTION II. OBLIGATIONS OF THE CITY AND THE CONTRACTOR

The City shall:

A. Provide full information, including a detailed scope as to its service requirements.

B. Give prompt notice to the Contractor whenever the City observes or otherwise
becomes aware of any discrepancies in the services provided and the services
requested.

C. Furnish or direct the Contractor to provide at the City's expense any necessary
additional services.

The Contractor shall:

A. Perform services as provided within this Agreement and "Requirements of
Contractor" attached hereto as Exhibit A and incorporated herein by this reference
and

B. Obtain a City of Black Hawk Business License pursuant to Article 1 of Chapter 6 of
the Black Hawk Municipal Code.

SECTION III. SPECIAL CONDITIONS

A. The Contractor shall be licensed by the Colorado Public Utilities Commission
(the "PUC") and it must comply at all times with the rules and regulations promulgated by the
PUC. Revocation of the license by the PUC will subject this Agreement to immediate
termination. Also, all towing vehicle operators must possess a valid Colorado Driver's License
of the proper class.
B. The Chief of Police and the Contractor shall review claims for loss or damage settled by the Contractor. If substantiated, the Contractor shall pay all claims. If the City is advised of a claim, they will advise the Contractor of the claim and the same procedure of review and settlement stated above will apply.

C. The City shall not deputize the Contractor, its drivers or its employees, nor shall any of the Contractor's vehicles or trucks be required to carry flashing red lights. All vehicles and trucks shall be operated in compliance with all traffic regulations of the City, unless otherwise directed by a City of Black Hawk police officer.

D. In order to assure acceptable standards of performance, it is specifically agreed and understood that the City has entered into this Agreement in reliance on its inspection and investigation of the establishment, facilities, business reputation and other general qualifications of the Contractor. In order to assure that these standards of performance are maintained during the term of this Agreement, there shall be no change in ownership of the Contractor without the prior approval of the City.

SECTION IV. PAYMENT AND FEE SCHEDULE FOR TOWING SERVICES

The Contractor agrees to accept as full payment for towing services the following amounts of compensation:

<table>
<thead>
<tr>
<th>TOWING CHARGES</th>
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<tbody>
<tr>
<td>Business Hours</td>
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<tr>
<td>Day</td>
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<tr>
<td>8:00 a.m.</td>
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<tr>
<td>to 5:00 p.m.</td>
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</tbody>
</table>

Private Property fees: set by PUC

All other fees: Black Hawk fees will be consistent with approved fees established by the Colorado State Patrol's annual fee review. Contractor will provide City with copy of approved fees annually.

A. The amounts set forth above shall be firm for a period of one year. All fees will be collected at the Contractor's office.

B. If the City requests a vehicle to be impounded, the Contractor shall collect at its office the fees for the towing and storage of the vehicle from the vehicle owner or other person authorized to receive the vehicle. The fees collected shall be in the amounts set forth above. If the tow sheet "Police Hold" box is not checked, the

Reviewed 09/2016
TOWING CONTRACT #3 FINAL
vehicle can be released to the Registered Owner or authorized person without verbal or written authorization from the Chief of Police or his designee for that vehicle. Police Holds shall be released in writing from the Chief of Police or his designee. Any motor vehicle ordered to be held pending investigation shall not accrue storage charges during the first 7 days of the vehicle is held. After the initial 7 days a maximum of 60 days storage can be charged. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless a supervisor of the Chief of Police or his designee determines that these charges should be paid by the City.

C. Releases of impounded vehicles shall be by appointment only. The regular hours of the impound lot shall be from 8:00 a.m. until 5:00 p.m., Monday through Friday. If a vehicle cannot be picked up during regular business hours, there shall be an after-hours/weekend charge of $66.00 for the release of a vehicle.

D. Each month the Chief of Police or his designee shall pay the Contractor for all authorized services performed for the City. The sum shall be calculated according to the charges set forth above.

SECTION V. INSURANCE REQUIREMENTS

A. The parties understand and agree that the City is relying on the Colorado Governmental Immunity Act, § 24-10-101, et seq., 10A C.R.S., as amended, and it does not waive nor intend to waive by any provision of this Agreement, the monetary limitations, or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

B. The Contractor shall procure and maintain, and shall require any subcontractor to procure and maintain, the minimum insurance coverage listed below. The coverage shall be procured and maintained from a company satisfactory to the City and in a form satisfactory to the City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor during the period of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. The Contractor shall provide and maintain the following minimum coverage:
1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and employer's liability insurance, with minimum limits of six hundred thousand dollars ($600,000) - each accident, six hundred thousand dollars ($600,000) disease - policy limit, and six hundred thousand dollars ($600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. General liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including independent contractors, products, and completed operations). The policy shall contain a severability of interest provision.

3. Comprehensive automobile liability insurance with minimum limits of six hundred thousand dollars ($600,000) for each person and one million dollars ($1,000,000) for each occurrence.

D. The one million thousand dollar general liability insurance policy shall be endorsed to include the City and the City's officers and employees as additional insured. Every policy stipulated above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the worker's compensation policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required under this Agreement.

E. The certificate of insurance shall be completed by the Contractor's insurance agent and shall be reviewed and approved by the City prior to commencement of the Agreement. The certificate shall evidence that the policies meet the required coverage, conditions, and minimum limits and are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City Clerk's Office  
City of Black Hawk
F. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may off-set the cost of the premiums against any monies due to the Contractor from the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

SECTION VI. CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of the services the Contractor performs. All changes in service shall be incorporated in written Change Orders to this Agreement, including any changes in the increase or decrease of the amount of the Contractor's compensation. All Change Orders shall be mutually agreed upon by and between the City and the Contractor.

SECTION VII. CHARTER, LAWS AND ORDINANCES

During the term of this Agreement the Contractor agrees to observe all federal and state laws, the City of Black Hawk's Ordinances and Charter, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

SECTION VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees. The Contractor shall ensure that the employees are treated, during employment, without regard to their race, color, religion, sex or national origin. The Contractor shall not discriminate when employing, upgrading, demoting, transferring, recruiting, terminating, compensating, or training an employee. This list is by way of example and not limitation. Furthermore, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
B. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the city, state and federal agencies may require.

E. The Contractor agrees to comply with such rules, regulations, and guidelines as the city, the state, or federal agencies may issue to prevent discrimination based upon race, color, religion, sex or national origin.

SECTION IX. TERMINATION OF CONTRACT

A. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, or if the work is not being performed in accordance with the rules and regulations of the PUC, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of termination.

B. The Contractor agrees to perform all services to the satisfaction of the City. If, in the opinion of the City, the Contractor's performance is unsatisfactory, the City reserves the right to terminate this Agreement by giving fifteen (15) days' written notice to the Contractor of such termination.

C. If this Agreement is terminated for any reason, all finished or unfinished services, reports, or other material prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

SECTION X. MISCELLANEOUS

A. This Agreement consists of this Agreement, Exhibit A and such written addenda hereto as the parties subsequently agree shall be in effect.

B. The services contemplated under this Agreement shall not be assigned, sublet or transferred without the prior written consent of the City.
C. Any notice required under this Agreement shall be sent to the parties as follows:

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

Contractor:

D. The captions and headings in this Agreement are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of this Agreement.

E. This Agreement shall be construed under the laws of the State of Colorado.

F. If any of the terms of this Agreement are in conflict with any rule of law or statutory provision of the State of Colorado, then the terms of this Agreement which may conflict with such laws shall be deemed inoperative and null and void to the extent they may be in conflict therewith, but the remaining provisions of this Agreement shall remain in full force and effect.

G. ILLEGAL Aliens.

1. Prohibited Acts. Contractor shall not:

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

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

2. Verification.

   a. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3)
months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

b. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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

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

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

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

IN WITNESS WHEREOF, the City of Black Hawk and the Contractor have caused this Agreement to be executed this ____ day of ______________________, 20______.

CITY OF BLACK HAWK, COLORADO

By: ________________________________
   David D. Spellman, Mayor

ATTEST:

_______________________________
Melissa A. Greiner, City Clerk

Reviewed 09/2016
TOWING CONTRACT #3 FINAL
APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney
CONTRACTOR

By: Brady Lovingier
Name: D&O Towing
Title: owner

10/28/16

Reviewed 09/2016
TOWING CONTRACT #3 FINAL
EXHIBIT A

REQUIREMENTS OF THE CONTRACTOR

A. Protection and Handling of Vehicles

It shall be the duty of the Contractor to protect all motor vehicles in its custody, and the Contractor shall be liable for any loss or damage caused by the negligence of its employees, agents, or servants. All vehicles must be towed in accordance with the manufacturer's specifications.

Vehicles to be stored by the Contractor shall be secured at the scene of the tow and removed directly to the Contractor's lot. The Contractor understands and agrees that the City will not be responsible for any fees associated with storage of any vehicle on the Contractor's lot. The vehicle shall not be opened or tampered with while enroute. Upon arrival at the lot, entrance and access to the vehicle shall be limited to: wheel tie-down equipment removal, locking of transmission gear or only as required by the performance of legitimate business.

All personal property is to remain in the vehicle once the vehicle is in the custody of the towing agency and shall be secured inside that vehicle and be the responsibility of the towing agency while the vehicle is in their custody.

Vehicles towed as evidence will be delivered to a locked storage area located at the Contractors place of business or any other location specified by the Chief of Police of his designee and will be accompanied by the Chief of Police or his designee until they are appropriately secured.

After any evidence processing has been completed, the City will notify the owner to pick-up their vehicle. If the owner should fail to do so within seventy-two 72 hours, excluding weekends and holidays, the City will request vehicle removal from the City's lot by the Contractor to the Contractor's storage lot. All expenses incurred from the time the vehicle is picked-up at the City's lot will be at the owner's expense. The expenses are, but are not limited to, towing, special equipment needs and/or storage. The failure of the owner to recover the vehicle at the City's lot will cause the vehicle to be considered abandoned and will be treated as such by the Contractor from that time on.

The Contractor is required to store all other vehicles impounded during the term of the Contractor's Agreement with the City until such vehicles are lawfully released, sold or disposed of as prescribed in Colo. Rev. Stat. § 42-4-1801 to 1815.
B. Removing Debris

The Contractor's tow unit operator shall be required to remove all glass and debris deposited upon the roadway by the disabled vehicle that he has received authorization to tow. In addition, any grease or oil slick deposited on the roadway must be covered with dirt or a grease absorbing material. All spills shall be handled in accordance with all existing rules and regulations as prescribed by the E.P.A. and under the direction of the Black Hawk Fire Department.

C. Property in Vehicles

The Contractor shall immediately notify the Chief of Police or his designee of the existence of any property of substantial value that is found in any vehicle towed at the request of the Chief of Police or his designee. Substantial value for the purposes of this paragraph shall be property estimated by the Contractor to be in excess of four hundred dollars ($400.00) in value. After said notification, the Contractor will request that the Chief of Police or his designee be dispatched to take custody of any such property. All other property of little or no value left inside abandoned vehicles may be disposed of at the discretion of the Contractor after the abandoned vehicle process is completed and said vehicle is available for sale or destruction.

D. Suspected Criminal Activity

Tow operators and their dispatchers, acting in the course of their duties as defined by this document, shall immediately inform the Chief of Police or his designee whenever they observe or learn about any activity of a suspected criminal nature or any other circumstance that reasonably appears to require police action.

E. Response Time

If a tow unit is unable to respond within forty-five (45) minutes to any official request from the City for any reason, the Contractor shall so inform the requesting City department and will state the reason for the inability to respond to the request and the estimated response time. If deemed necessary by the requesting department or the Contractor, a call to another tow company to respond to that tow may be initiated. The Contractor shall bear any and all additional costs related to the hiring and use of another firm's tow unit(s) if that firm is outside of those contracted by the City and under this same contract. It is the responsibility of the Contractor to arrange for the use of another firm's tow unit(s) for any emergency situation that causes the Contractor to be unable to respond to the City's request for services. If employing another tow service is caused by the failure of the Contractor to maintain the required number of operating tow units as stated in this document (Section "L"), the Contractor shall bear any and all additional costs.
expense of hiring another firm's tow units. Such an occurrence could cause cancellation of the towing services unless the City receives a written report detailing the mitigating circumstances and accepts the reasons therein. Any vehicle towed by any other towing company for the Contractor shall be stored at the Contractor's cost.

F. Business Hours

The Contractor's lot shall be open, at a minimum, from 8:30 a.m. to 4:30 p.m., Monday through Friday, to release vehicles to those persons authorized to receive them. An after hours release shall be at the discretion of the Contractor, unless a release is specifically requested by the Chief of Police or his designee. The Contractor is entitled to take holidays in accordance with the City's holiday schedule; however, the Contractor is responsible for providing twenty-four (24) hour, seven (7) day-a-week towing service for the City in emergencies and as deemed necessary by the Chief of Police or his designee. Releases of vehicles shall be done by appointment, whether during normal lot hours, or after hours and on weekends.

G. Fee Collection

The Contractor shall collect fees for the towing and storage of vehicles requested to be impounded by the City, however, the City shall not be responsible for the payment of any fees associated with vehicle storage on the Contractor's lot. The fees collected shall be in the amounts set forth in the Agreement.

The amounts shown in the Agreement shall be firm for a period of one (1) year. All fees will be collected at the Contractor's office.

No fees shall be accepted by the Contractor on any vehicle impounded by the Chief of Police or his designee unless proper written authorization for release has been obtained for the vehicle.

H. Rates and Charges

Each month the Chief of Police or his designee shall transfer to the Contractor a sum calculated according to the charges set forth in the Agreement and contracted to, for services performed by the Contractor for the City of Black Hawk.

Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall accrue no storage fees chargeable to the
City during the period for which the vehicle is held. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless the Chief of Police or his designee determines that these charges should be paid by the City.

I. Disposal of Abandoned Vehicles

Vehicle disposal by the Contractor will be accomplished in the manner set forth by state statutes on the required Report of Abandoned Vehicle Form prescribed and supplied by the Colorado Department of Revenue.

J. Service Log

A log of all services performed for the City shall be maintained at the office of the Contractor and shall be available for inspection by City personnel during normal business hours as per PUC. For each City tow service, the log shall contain the following minimums:

1. Date of activity;
2. Time;
3. Location;
4. Vehicle/item description (make, model, year, color(s), license number or VIN);
5. Disposition of vehicle/item;
6. Total towing charges; and
7. Name of tow truck operator and tow truck number.

K. Storage Lot

The Contractor's storage lot shall be within a twenty-five (25) mile radius of the City of Black Hawk.

The Contractor shall provide sufficient lot space to accommodate a minimum of thirty (30) towed vehicles per month. The lot shall be equipped with appropriate locks and sufficient lighting to ensure the security of the vehicles towed at the City's request.

L. Towing Unit Requirements

The Contractor shall have at least two (2) towing vehicles, including one operable four-wheel drive vehicle, in their fleet of vehicles. Subcontractors may not be used to meet this minimum requirement.
A heavy-duty towing unit will be used whenever a vehicle to be towed has three (3) or more axles or has a gross weight in excess of ten thousand (10,000) pounds. A heavy-duty tow unit may also be requested by the Chief of Police or his designee if he feels a heavy-duty tow is warranted. The Contractor with this capability will be given these tows. If more than one (1) Contractor has this capability, these types of tows will be rotated between them.

Towing units will be required to safely tow vehicles in accordance with normally accepted towing procedures.

Minimum towing vehicle requirements are dolly and winching capabilities, as promulgated by the PUC, as those requirements may be amended.

Each tow vehicle must carry adequate supplies to accomplish debris removal (Section "B").

The Contractor must be able to return vehicles to an upright towable position, safely, for removal in a reasonable amount of time.
**CERTIFICATE OF LIABILITY INSURANCE**

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

**INSURED**
D&J Towing & Recovery of Colorado Inc.
30495 Bryant DR
Evergreen, CO 80439

**COVERAGES**
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<th>INSURER</th>
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<td>INSURER A: Pinnacol Assurance</td>
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**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**
Towing Services

**CERTIFICATE HOLDER**
Renee LaHanes
Underwriter

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO NOTIFY 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO NOTIFY SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**
Renee LaHanes
Underwriter
CERTIFICATE HOLDER COPY

City Of Black Hawk
PO Box 68
Black Hawk, CO 80422

IMPORTANT
If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER
The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS 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

Insurance of Denver, Inc.
8231 West 14th Avenue
Lakewood CO 80214

INSURED

D&J Towing & Recovery of Colorado Inc., Towing & DBA: D&J Towing and Evergreen Towing
PO Box 3725
Evergreen CO 80437

CONTACT NAME: Shawn Hegarty
PHONE (303) 233-6591
FAX (303) 232-6014
E-MAIL shawn@insuranceofdenver.com

CERTIFICATE HOLDER

City of Black Hawk
City Clerk's Office Deputy City Clerk
Michelle Martin 303-582-2221/303-582-5878
P.O. Box 68
Black Hawk, CO 80422

COVERAGES CERTIFICATE NUMBER: CL1642901389 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.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Towing, recovery and storage of wrecked, impounded and disabled vehicles.

CERTIFICATE HOLDER

City of Black Hawk
City Clerk's Office Deputy City Clerk
Michelle Martin 303-582-2221/303-582-5878
P.O. Box 68
Black Hawk, CO 80422

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Shawn Hegarty/MELISS
SERVICE AGREEMENT

CITY OF BLACK HAWK, COLORADO

TITLE: VEHICLE TOWING SERVICES

CONTRACT NO.:
TABLE OF CONTENTS

Section I    General Terms and Conditions
Section II   Obligations of the City and the Contractor
Section III  Special Conditions
Section IV   Payment and Fee Schedule for Towing Services
Section V    Insurance Requirements
Section VI   Change Orders or Extensions
Section VII  Charter, Laws and Ordinances
Section VIII Equal Employment Opportunity
Section IX   Termination of Contract
Section X    Miscellaneous
Exhibit A    Requirements of the Contractor
AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ____________, 20__, by and between the City of Black Hawk, Colorado (the "City") and ___________ (the "Contractor").

WITNESSETH:

WHEREAS, the City intends that the Contractor shall provide towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto;

WHEREAS, it is in the best interests of the public that the City designate the Contractor to provide towing and related services to the City; and

WHEREAS, the Contractor agrees to provide all authorized towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto.

NOW, THEREFORE, the City and the Contractor, for the consideration hereinafter set forth, agree as follows:

SECTION I. GENERAL TERMS AND CONDITIONS

A. This Agreement shall be effective 12:01 a.m., on the ___ day of ____________, 20__, and shall continue for a period of one (1) year. If the Contractor's service is satisfactory during this period of time, the City reserves the right to renew this Agreement for additional one year terms.

B. All work performed by the Contractor shall be authorized by a duly authorized officer, agent or representative of the City prior to the Contractor undertaking performance. This Agreement does not guarantee to the Contractor any work or create an exclusive contract.

C. The Contractor shall inform the City in writing of any subcontractors or firms hired by the Contractor to perform work in connection with this Agreement and shall keep the City informed of any changes. Unless approved in writing by the City, subcontractors may only be used to perform work in unusual circumstances, and shall not be used to substitute for the minimum equipment required by this Agreement. The Contractor shall be responsible for the performance of any subcontractor or firm hired by the Contractor. Nothing contained herein
shall create any contractual relationship between the City and a subcontractor or a firm hired by the Contractor.

D. The Contractor and its personnel shall remain the agents and employees of the Contractor and are not, nor shall be construed to be, agents or employees of the City even though the City may use their services under the terms of this Agreement.

E. The Contractor shall be responsible for any injury to persons or damage to property from negligent acts, errors or omissions of the Contractor, its subcontractors, agents and employees.

SECTION II. OBLIGATIONS OF THE CITY AND THE CONTRACTOR

The City shall:

A. Provide full information, including a detailed scope as to its service requirements.

B. Give prompt notice to the Contractor whenever the City observes or otherwise becomes aware of any discrepancies in the services provided and the services requested.

C. Furnish or direct the Contractor to provide at the City's expense any necessary additional services.

The Contractor shall:

A. Perform services as provided within this Agreement and "Requirements of Contractor" attached hereto as Exhibit A and incorporated herein by this reference and

B. Obtain a City of Black Hawk Business License pursuant to Article 1 of Chapter 6 of the Black Hawk Municipal Code.

SECTION III. SPECIAL CONDITIONS

A. The Contractor shall be licensed by the Colorado Public Utilities Commission (the "PUC") and it must comply at all times with the rules and regulations promulgated by the PUC. Revocation of the license by the PUC will subject this Agreement to immediate termination. Also, all towing vehicle operators must possess a valid Colorado Driver's License of the proper class.
B. The Chief of Police and the Contractor shall review claims for loss or damage settled by the Contractor. If substantiated, the Contractor shall pay all claims. If the City is advised of a claim, they will advise the Contractor of the claim and the same procedure of review and settlement stated above will apply.

C. The City shall not deputize the Contractor, its drivers or its employees, nor shall any of the Contractor’s vehicles or trucks be required to carry flashing red lights. All vehicles and trucks shall be operated in compliance with all traffic regulations of the City, unless otherwise directed by a City of Black Hawk police officer.

D. In order to assure acceptable standards of performance, it is specifically agreed and understood that the City has entered into this Agreement in reliance on its inspection and investigation of the establishment, facilities, business reputation and other general qualifications of the Contractor. In order to assure that these standards of performance are maintained during the term of this Agreement, there shall be no change in ownership of the Contractor without the prior approval of the City.

SECTION IV. PAYMENT AND FEE SCHEDULE FOR TOWING SERVICES

The Contractor agrees to accept as full payment for towing services the following amounts of compensation:

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<th>TOWING CHARGES</th>
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Private Property fees: set by PUC

All other fees: Black Hawk fees will be consistent with approved fees established by the Colorado State Patrol’s annual fee review. Contractor will provide City with copy of approved fees annually.

A. The amounts set forth above shall be firm for a period of one year. All fees will be collected at the Contractor's office.

B. If the City requests a vehicle to be impounded, the Contractor shall collect at its office the fees for the towing and storage of the vehicle from the vehicle owner or other person authorized to receive the vehicle. The fees collected shall be in the amounts set forth above. If the tow sheet “Police Hold” box is not checked, the
vehicle can be released to the Registered Owner or authorized person without verbal or written authorization from the Chief of Police or his designee for that vehicle. Police Holds shall be released in writing from the Chief of Police or his designee. Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall not accrue storage charges during the first 7 days of the vehicle is held. After the initial 7 days a maximum of 60 days storage can be charged. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless a supervisor of the Chief of Police or his designee determines that these charges should be paid by the City.

C. Releases of impounded vehicles shall be by appointment only. The regular hours of the impound lot shall be from 8:00 a.m. until 5:00 p.m., Monday through Friday. If a vehicle cannot be picked up during regular business hours, there shall be an after-hours/weekend charge of $66.00 for the release of a vehicle.

D. Each month the Chief of Police or his designee shall pay the Contractor for all authorized services performed for the City. The sum shall be calculated according to the charges set forth above.

SECTION V. INSURANCE REQUIREMENTS

A. The parties understand and agree that the City is relying on the Colorado Governmental Immunity Act, § 24-10-101, et seq., 10A C.R.S., as amended, and it does not waive nor intend to waive by any provision of this Agreement, the monetary limitations, or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

B. The Contractor shall procure and maintain, and shall require any subcontractor to procure and maintain, the minimum insurance coverage listed below. The coverage shall be procured and maintained from a company satisfactory to the City and in a form satisfactory to the City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor during the period of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. The Contractor shall provide and maintain the following minimum coverage:
1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and employer's liability insurance, with minimum limits of six hundred thousand dollars ($600,000) - each accident, six hundred thousand dollars ($600,000) disease - policy limit, and six hundred thousand dollars ($600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. General liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including independent contractors, products, and completed operations). The policy shall contain a severability of interest provision.

3. Comprehensive automobile liability insurance with minimum limits of six hundred thousand dollars ($600,000) for each person and one million dollars ($1,000,000) for each occurrence.

D. The one million thousand dollar general liability insurance policy shall be endorsed to include the City and the City's officers and employees as additional insured. Every policy stipulated above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the worker's compensation policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required under this Agreement.

E. The certificate of insurance shall be completed by the Contractor's insurance agent and shall be reviewed and approved by the City prior to commencement of the Agreement. The certificate shall evidence that the policies meet the required coverage, conditions, and minimum limits and are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City Clerk's Office  
City of Black Hawk
Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may off-set the cost of the premiums against any monies due to the Contractor from the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

SECTION VI. CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of the services the Contractor performs. All changes in service shall be incorporated in written Change Orders to this Agreement, including any changes in the increase or decrease of the amount of the Contractor's compensation. All Change Orders shall be mutually agreed upon by and between the City and the Contractor.

SECTION VII. CHARTER, LAWS AND ORDINANCES

During the term of this Agreement the Contractor agrees to observe all federal and state laws, the City of Black Hawk's Ordinances and Charter, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

SECTION VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees. The Contractor shall ensure that the employees are treated, during employment, without regard to their race, color, religion, sex or national origin. The Contractor shall not discriminate when employing, upgrading, demoting, transferring, recruiting, terminating, compensating, or training an employee. This list is by way of example and not limitation. Furthermore, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Reviewed 09/2016
TOWING CONTRACT #3 FINAL
B. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the city, state and federal agencies may require.

E. The Contractor agrees to comply with such rules, regulations, and guidelines as the city, the state, or federal agencies may issue to prevent discrimination based upon race, color, religion, sex or national origin.

SECTION IX. TERMINATION OF CONTRACT

A. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, or if the work is not being performed in accordance with the rules and regulations of the PUC, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of termination.

B. The Contractor agrees to perform all services to the satisfaction of the City. If, in the opinion of the City, the Contractor's performance is unsatisfactory, the City reserves the right to terminate this Agreement by giving fifteen (15) days' written notice to the Contractor of such termination.

C. If this Agreement is terminated for any reason, all finished or unfinished services, reports, or other material prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

SECTION X. MISCELLANEOUS

A. This Agreement consists of this Agreement, Exhibit A and such written addenda hereto as the parties subsequently agree shall be in effect.

B. The services contemplated under this Agreement shall not be assigned, sublet or transferred without the prior written consent of the City.
C. Any notice required under this Agreement shall be sent to the parties as follows:

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

Contractor:

D. The captions and headings in this Agreement are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of this Agreement.

E. This Agreement shall be construed under the laws of the State of Colorado.

F. If any of the terms of this Agreement are in conflict with any rule of law or statutory provision of the State of Colorado, then the terms of this Agreement which may conflict with such laws shall be deemed inoperative and null and void to the extent they may be in conflict therewith, but the remaining provisions of this Agreement shall remain in full force and effect.

G. **ILLEGAL ALIENS.**

1. **Prohibited Acts.** Contractor shall not:

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

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

2. **Verification.**

   a. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3)
months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

b. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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

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

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

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

IN WITNESS WHEREOF, the City of Black Hawk and the Contractor have caused this Agreement to be executed this _____ day of ____________________, 20______.

CITY OF BLACK HAWK, COLORADO

By: __________________________
    David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk

Reviewed 09/2016
TOWING CONTRACT #3 FINAL
EXHIBIT A

REQUIREMENTS OF THE CONTRACTOR

A. Protection and Handling of Vehicles

It shall be the duty of the Contractor to protect all motor vehicles in its custody, and the Contractor shall be liable for any loss or damage caused by the negligence of its employees, agents, or servants. All vehicles must be towed in accordance with the manufacturer's specifications.

Vehicles to be stored by the Contractor shall be secured at the scene of the tow and removed directly to the Contractor's lot. The Contractor understands and agrees that the City will not be responsible for any fees associated with storage of any vehicle on the Contractor's lot. The vehicle shall not be opened or tampered with while enroute. Upon arrival at the lot, entrance and access to the vehicle shall be limited to: wheel tie-down equipment removal, locking of transmission gear or only as required by the performance of legitimate business.

All personal property is to remain in the vehicle once the vehicle is in the custody of the towing agency and shall be secured inside that vehicle and be the responsibility of the towing agency while the vehicle is in their custody.

Vehicles towed as evidence will be delivered to a locked storage area located at the Contractor's place of business or any other location specified by the Chief of Police or his designee and will be accompanied by the Chief of Police or his designee until they are appropriately secured.

After any evidence processing has been completed, the City will notify the owner to pick-up their vehicle. If the owner should fail to do so within seventy-two 72 hours, excluding weekends and holidays, the City will request vehicle removal from the City's lot by the Contractor to the Contractor's storage lot. All expenses incurred from the time the vehicle is picked-up at the City's lot will be at the owner's expense. The expenses are, but are not limited to, towing, special equipment needs and/or storage. The failure of the owner to recover the vehicle at the City's lot will cause the vehicle to be considered abandoned and will be treated as such by the Contractor from that time on.

The Contractor is required to store all other vehicles impounded during the term of the Contractor's Agreement with the City until such vehicles are lawfully released, sold or disposed of as prescribed in Colo. Rev. Stat. § 42-4-1801 to 1815.
APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney
B. Removing Debris

The Contractor's tow unit operator shall be required to remove all glass and debris deposited upon the roadway by the disabled vehicle that he has received authorization to tow. In addition, any grease or oil slick deposited on the roadway must be covered with dirt or a grease absorbing material. All spills shall be handled in accordance with all existing rules and regulations as prescribed by the E.P.A. and under the direction of the Black Hawk Fire Department.

C. Property in Vehicles

The Contractor shall immediately notify the Chief of Police or his designee of the existence of any property of substantial value that is found in any vehicle towed at the request of the Chief of Police or his designee. Substantial value for the purposes of this paragraph shall be property estimated by the Contractor to be in excess of four hundred dollars ($400.00) in value. After said notification, the Contractor will request that the Chief of Police or his designee be dispatched to take custody of any such property. All other property of little or no value left inside abandoned vehicles may be disposed of at the discretion of the Contractor after the abandoned vehicle process is completed and said vehicle is available for sale or destruction.

D. Suspected Criminal Activity

Tow operators and their dispatchers, acting in the course of their duties as defined by this document, shall immediately inform the Chief of Police or his designee whenever they observe or learn about any activity of a suspected criminal nature or any other circumstance that reasonably appears to require police action.

E. Response Time

If a tow unit is unable to respond within forty-five (45) minutes to any official request from the City for any reason, the Contractor shall so inform the requesting City department and will state the reason for the inability to respond to the request and the estimated response time. If deemed necessary by the requesting department or the Contractor, a call to another tow company to respond to that tow may be initiated. The Contractor shall bear any and all additional costs related to the hiring and use of another firm's tow unit(s) if that firm is outside of those contracted by the City and under this same contract. It is the responsibility of the Contractor to arrange for the use of another firm's tow unit(s) for any emergency situation that causes the Contractor to be unable to respond to the City's request for services. If employing another tow service is caused by the failure of the Contractor to maintain the required number of operating tow units as stated in this document (Section "L"), the Contractor shall bear any and all additional
City during the period for which the vehicle is held. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless the Chief of Police or his designee determines that these charges should be paid by the City.

I. Disposal of Abandoned Vehicles

Vehicle disposal by the Contractor will be accomplished in the manner set forth by state statutes on the required Report of Abandoned Vehicle Form prescribed and supplied by the Colorado Department of Revenue.

J. Service Log

A log of all services performed for the City shall be maintained at the office of the Contractor and shall be available for inspection by City personnel during normal business hours as per PUC. For each City tow service, the log shall contain the following minimums:

1. Date of activity;
2. Time;
3. Location;
4. Vehicle/item description (make, model, year, color(s), license number or VIN);
5. Disposition of vehicle/item;
6. Total towing charges; and
7. Name of tow truck operator and tow truck number.

K. Storage Lot

The Contractor's storage lot shall be within a twenty-five (25) mile radius of the City of Black Hawk.

The Contractor shall provide sufficient lot space to accommodate a minimum of thirty (30) towed vehicles per month. The lot shall be equipped with appropriate locks and sufficient lighting to ensure the security of the vehicles towed at the City's request.

L. Towing Unit Requirements

The Contractor shall have at least two (2) towing vehicles, including one operable four-wheel drive vehicle, in their fleet of vehicles. Subcontractors may not be used to meet this minimum requirement.
A heavy-duty towing unit will be used whenever a vehicle to be towed has three (3) or more axles or has a gross weight in excess of ten thousand (10,000) pounds. A heavy-duty tow unit may also be requested by the Chief of Police or his designee if he feels a heavy-duty tow is warranted. The Contractor with this capability will be given these tows. If more than one (1) Contractor has this capability, these types of tows will be rotated between them.

Towing units will be required to safely tow vehicles in accordance with normally accepted towing procedures.

Minimum towing vehicle requirements are dolly and winching capabilities, as promulgated by the PUC, as those requirements may be amended.

Each tow vehicle must carry adequate supplies to accomplish debris removal (Section "B").

The Contractor must be able to return vehicles to an upright towable position, safely, for removal in a reasonable amount of time.
CONTRACTOR
By:  Help Towing
Name:  Mike L. Michals
Title:  Owner

Reviewed 09/2016
TOWING CONTRACT #3 FINAL
**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).

<table>
<thead>
<tr>
<th>PRODUCER</th>
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<tbody>
<tr>
<td>Pratt Enterprises, Inc.</td>
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<td>PE Insurance Agency</td>
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<td>1936 Youngfield, #3</td>
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<tr>
<td>Golden, CO 80401</td>
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</tr>
<tr>
<td>Chris Pratt</td>
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</tr>
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**INSURED**

- MLN Transport LLC DBA Help Towing
- Service Provider # 102342
- PO Box 2081
- Nederland, CO 80468

**COVERAGES**

**DESCRIPTION**

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<th>Type of Insurance</th>
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<td>Workers Compensation And Employers' Liability</td>
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<td>Any Proprietor/Partner/Executive Officer/Uninsured Excluded By (Mandatory in NH)</td>
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<td>10/01/2015</td>
<td>10/01/2016</td>
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<td>If yes, describe under DESCRIPTION OF OPERATIONS below</td>
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<td>On Hook</td>
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<td>GKLL 120,000</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

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<th>TYPE</th>
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<tbody>
<tr>
<td>Total Aggregate Limit applies per:</td>
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<td>Policy</td>
<td>Project</td>
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**CERTIFICATE HOLDER**

City of Blackhawk
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**

Megan Prall

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SERVICE AGREEMENT
CITY OF BLACK HAWK, COLORADO

TITLE: VEHICLE TOWING SERVICES

CONTRACT NO.: 09/2016

TOWING CONTRACT #3 FINAL
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<td>Section X</td>
<td>Miscellaneous</td>
</tr>
<tr>
<td>Exhibit A</td>
<td>Requirements of the Contractor</td>
</tr>
</tbody>
</table>
AGreement

this agreement is made and entered into this __ day of ____________, 20__, by and between the city of black hawk, colorado (the "city") and ____________ (the "contractor").

witnesseth:

whereas, the city intends that the contractor shall provide towing and related services for city-owned vehicles and police tows as provided within this agreement and any addenda thereto;

whereas, it is in the best interests of the public that the city designate the contractor to provide towing and related services to the city; and

whereas, the contractor agrees to provide all authorized towing and related services for city-owned vehicles and police tows as provided within this agreement and any addenda thereto.

now, therefore, the city and the contractor, for the consideration hereinafter set forth, agree as follows:

section i. general terms and conditions

a. this agreement shall be effective 12:01 a.m., on the __ day of ____________, 20__, and shall continue for a period of one (1) year. if the contractor's service is satisfactory during this period of time, the city reserves the right to renew this agreement for additional one year terms.

b. all work performed by the contractor shall be authorized by a duly authorized officer, agent or representative of the city prior to the contractor undertaking performance. this agreement does not guarantee to the contractor any work or create an exclusive contract.

c. the contractor shall inform the city in writing of any subcontractors or firms hired by the contractor to perform work in connection with this agreement and shall keep the city informed of any changes. unless approved in writing by the city, subcontractors may only be used to perform work in unusual circumstances, and shall not be used to substitute for the minimum equipment required by this agreement. the contractor shall be responsible for the performance of any subcontractor or firm hired by the contractor. nothing contained herein
shall create any contractual relationship between the City and a subcontractor or a firm hired by
the Contractor.

D. The Contractor and its personnel shall remain the agents and employees of the
Contractor and are not, nor shall be construed to be, agents or employees of the City even though
the City may use their services under the terms of this Agreement.

E. The Contractor shall be responsible for any injury to persons or damage to
property from negligent acts, errors or omissions of the Contractor, its subcontractors, agents and
employees.

SECTION II. OBLIGATIONS OF THE CITY AND THE CONTRACTOR

The City shall:

A. Provide full information, including a detailed scope as to its service requirements.

B. Give prompt notice to the Contractor whenever the City observes or otherwise
becomes aware of any discrepancies in the services provided and the services
requested.

C. Furnish or direct the Contractor to provide at the City's expense any necessary
additional services.

The Contractor shall:

A. Perform services as provided within this Agreement and "Requirements of
Contractor" attached hereto as Exhibit A and incorporated herein by this reference
and

B. Obtain a City of Black Hawk Business License pursuant to Article 1 of Chapter 6 of
the Black Hawk Municipal Code.

SECTION III. SPECIAL CONDITIONS

A. The Contractor shall be licensed by the Colorado Public Utilities Commission
(the "PUC") and it must comply at all times with the rules and regulations promulgated by the
PUC. Revocation of the license by the PUC will subject this Agreement to immediate
termination. Also, all towing vehicle operators must possess a valid Colorado Driver's License
of the proper class.
B. The Chief of Police and the Contractor shall review claims for loss or damage settled by the Contractor. If substantiated, the Contractor shall pay all claims. If the City is advised of a claim, they will advise the Contractor of the claim and the same procedure of review and settlement stated above will apply.

C. The City shall not deputize the Contractor, its drivers or its employees, nor shall any of the Contractor's vehicles or trucks be required to carry flashing red lights. All vehicles and trucks shall be operated in compliance with all traffic regulations of the City, unless otherwise directed by a City of Black Hawk police officer.

D. In order to assure acceptable standards of performance, it is specifically agreed and understood that the City has entered into this Agreement in reliance on its inspection and investigation of the establishment, facilities, business reputation and other general qualifications of the Contractor. In order to assure that these standards of performance are maintained during the term of this Agreement, there shall be no change in ownership of the Contractor without the prior approval of the City.

SECTION IV. PAYMENT AND FEE SCHEDULE FOR TOWING SERVICES

The Contractor agrees to accept as full payment for towing services the following amounts of compensation:

<table>
<thead>
<tr>
<th>TOWING CHARGES</th>
<th>DAY</th>
<th>NIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Hours</td>
<td>8:00 a.m. to 5:00 p.m.</td>
<td>5:01 p.m. to 7:59 a.m.</td>
</tr>
<tr>
<td>Private Property fees:</td>
<td>set by PUC</td>
<td></td>
</tr>
<tr>
<td>All other fees:</td>
<td>Black Hawk fees will be consistent with approved fees established by the Colorado State Patrol's annual fee review. Contractor will provide City with copy of approved fees annually.</td>
<td></td>
</tr>
</tbody>
</table>

A. The amounts set forth above shall be firm for a period of one year. All fees will be collected at the Contractor's office.

B. If the City requests a vehicle to be impounded, the Contractor shall collect at its office the fees for the towing and storage of the vehicle from the vehicle owner or other person authorized to receive the vehicle. The fees collected shall be in the amounts set forth above. If the tow sheet "Police Hold" box is not checked, the

Reviewed 09/2016
TOWING CONTRACT #3 FINAL
vehicle can be released to the Registered Owner or authorized person without verbal or written authorization from the Chief of Police or his designee for that vehicle. Police Holds shall be released in writing from the Chief of Police or his designee. Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall not accrue storage charges during the first 7 days of the vehicle is held. After the initial 7 days a maximum of 60 days storage can be charged. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless a supervisor of the Chief of Police or his designee determines that these charges should be paid by the City.

C. Releases of impounded vehicles shall be by appointment only. The regular hours of the impound lot shall be from 8:00 a.m. until 5:00 p.m., Monday through Friday. If a vehicle cannot be picked up during regular business hours, there shall be an after-hours/weekend charge of $66.00 for the release of a vehicle.

D. Each month the Chief of Police or his designee shall pay the Contractor for all authorized services performed for the City. The sum shall be calculated according to the charges set forth above.

SECTION V. INSURANCE REQUIREMENTS

A. The parties understand and agree that the City is relying on the Colorado Governmental Immunity Act, § 24-10-101, et seq., 10A C.R.S., as amended, and it does not waive nor intend to waive by any provision of this Agreement, the monetary limitations, or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

B. The Contractor shall procure and maintain, and shall require any subcontractor to procure and maintain, the minimum insurance coverage listed below. The coverage shall be procured and maintained from a company satisfactory to the City and in a form satisfactory to the City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor during the period of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. The Contractor shall provide and maintain the following minimum coverage:
1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and employer's liability insurance, with minimum limits of six hundred thousand dollars ($600,000) - each accident, six hundred thousand dollars ($600,000) disease - policy limit, and six hundred thousand dollars ($600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. General liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including independent contractors, products, and completed operations). The policy shall contain a severability of interest provision.

3. Comprehensive automobile liability insurance with minimum limits of six hundred thousand dollars ($600,000) for each person and one million dollars ($1,000,000) for each occurrence.

D. The one million thousand dollar general liability insurance policy shall be endorsed to include the City and the City's officers and employees as additional insured. Every policy stipulated above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the worker's compensation policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required under this Agreement.

E. The certificate of insurance shall be completed by the Contractor's insurance agent and shall be reviewed and approved by the City prior to commencement of the Agreement. The certificate shall evidence that the policies meet the required coverage, conditions, and minimum limits and are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City Clerk's Office
City of Black Hawk
P.O. Box 68  
Black Hawk, CO 80422

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may off-set the cost of the premiums against any monies due to the Contractor from the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

SECTION VI. CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of the services the Contractor performs. All changes in service shall be incorporated in written Change Orders to this Agreement, including any changes in the increase or decrease of the amount of the Contractor's compensation. All Change Orders shall be mutually agreed upon by and between the City and the Contractor.

SECTION VII. CHARTER, LAWS AND ORDINANCES

During the term of this Agreement the Contractor agrees to observe all federal and state laws, the City of Black Hawk's Ordinances and Charter, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

SECTION VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees. The Contractor shall ensure that the employees are treated, during employment, without regard to their race, color, religion, sex or national origin. The Contractor shall not discriminate when employing, upgrading, demoting, transferring, recruiting, terminating, compensating, or training an employee. This list is by way of example and not limitation. Furthermore, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
B. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the city, state and federal agencies may require.

E. The Contractor agrees to comply with such rules, regulations, and guidelines as the city, the state, or federal agencies may issue to prevent discrimination based upon race, color, religion, sex or national origin.

SECTION IX. TERMINATION OF CONTRACT

A. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, or if the work is not being performed in accordance with the rules and regulations of the PUC, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of termination.

B. The Contractor agrees to perform all services to the satisfaction of the City. If, in the opinion of the City, the Contractor's performance is unsatisfactory, the City reserves the right to terminate this Agreement by giving fifteen (15) days' written notice to the Contractor of such termination.

C. If this Agreement is terminated for any reason, all finished or unfinished services, reports, or other material prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

SECTION X. MISCELLANEOUS

A. This Agreement consists of this Agreement, Exhibit A and such written addenda hereto as the parties subsequently agree shall be in effect.

B. The services contemplated under this Agreement shall not be assigned, sublet or transferred without the prior written consent of the City.
C. Any notice required under this Agreement shall be sent to the parties as follows:

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

Contractor:

D. The captions and headings in this Agreement are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of this Agreement.

E. This Agreement shall be construed under the laws of the State of Colorado.

F. If any of the terms of this Agreement are in conflict with any rule of law or statutory provision of the State of Colorado, then the terms of this Agreement which may conflict with such laws shall be deemed inoperative and null and void to the extent they may be in conflict therewith, but the remaining provisions of this Agreement shall remain in full force and effect.

G. **ILLEGAL ALIENS.**

1. **Prohibited Acts.** Contractor shall not:

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

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

2. **Verification.**

   a. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3)
months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

b. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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

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

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

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

IN WITNESS WHEREOF, the City of Black Hawk and the Contractor have caused this Agreement to be executed this _____ day of __________________, 20_____.

CITY OF BLACK HAWK, COLORADO

By: __________________________
    David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

Reviewed 09/2016
TOWING CONTRACT #3 FINAL
APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney
CONTRACTOR

By: BLACK HAWK TOWING

Name: Fred Crawford

Title: Owner Operator

Reviewed 09/2016

TOWING CONTRACT #3 FINAL
# Certificate of Liability Insurance

**Producer:**
LDC Insurance Services, Inc.
960 W Chandler Blvd., Suite A-8
Chandler, AZ 85225

**Insured:**
Black Hawk Towing, Inc.
PO Box 877
Central City Co 6427

## Coverages

**Certificate Number:**

### General Liability
- **Claims-Made, Occur:**

### Bodily Injury Liability
- **Per Person:**
- **Per Accident:**

### Property Damage Liability
- **Per Accident:**

### Medical Payments Coverage
- **Per Person:**
- **Per Accident:**

### Commercial General Liability
- **Claims-Made, Occur:**

### Aggregate Limit Applies Per:
- **Policy Period:**
- **Location:**

### Automobile Liability
- **Any Auto:**
- **All Owned Autos:**
- **Scheduled Autos:**
- **Non-Owned Autos:**

### Umbrella Liability
- **Occur:**

### Excess Liability
- **Claims-Made:**

### Workers' Compensation and Employers' Liability
- **N/A:**

**Auto Physical Damage**

### Actual Cash Value

**Description of Operations/LOCATIONS/VEHICLES**

Certificate holder is named Additional Insured and Loss Payee with respects to: 2009 Dodge 5500, Flatbed #D86WD76L59G620366, Add'l Equip. 16651J132PC08.

**Net Value:** $11,148.11.

Loan #71286-001-14-1 email: documentqueue@specialtyvehiclefunding.com Connie Poomon

## Certificate Holder

**Eastern Funding LLC Its Successors and Assigns**
175 Broadhollow Road
Melnville, NY 11747-3678
Fax 631-753-2097

## Cancellation

**Acord 25 (201008)**

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RESOLUTION 95-2016
A RESOLUTION
ADOPTING THE 2017 CITY
OF BLACK HAWK FEE
SCHEDULE
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 95-2016  

TITLE:  A RESOLUTION ADOPTING THE 2017 CITY OF BLACK HAWK FEE SCHEDULE  

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

Section 1. The 2017 City of Black Hawk Fee Schedule, attached hereto as Exhibit 1, is hereby adopted.  

RESOLVED AND PASSED this 14th day of December, 2016.  

David D. Spellman, Mayor  

ATTEST:  

Melissa A. Greiner, City Clerk
SUBJECT: 2017 City of Black Hawk Fee Schedule.

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

MOTION TO APPROVE: Resolution 95-2016, A resolution Adopting the 2017 City of Black Hawk Fee Schedule.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Incorporated into the accompanying Fee Schedule are changes proposed by City staff.

AGENDA DATE: December 14, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Draft Fee Schedule

RECORD: [ ] Yes [X] No

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

SUBMITTED BY: REVIEWED BY:

Lance Hillis, Finance Director  Jack D. Lewis, City Manager
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business/Sales Tax License</strong></td>
<td></td>
</tr>
<tr>
<td>Business License-New &amp; Renewer</td>
<td>$50.00</td>
</tr>
<tr>
<td><strong>Gaming License</strong></td>
<td></td>
</tr>
<tr>
<td>Transportation Device Fee</td>
<td>$51.35 per device/per year</td>
</tr>
<tr>
<td>Ambulance Fee (Silver Dollar Metro District Devices Excluded)</td>
<td>$2.50 per device/per month</td>
</tr>
<tr>
<td><strong>General Device Fee</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Municipal License</strong></td>
<td></td>
</tr>
<tr>
<td>Application Fee - new license</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Retail Liquor Store</td>
<td>$22.50</td>
</tr>
<tr>
<td>Liquor-licensed Drugstore</td>
<td>$22.50</td>
</tr>
<tr>
<td>Beer and Wine</td>
<td>$48.75</td>
</tr>
<tr>
<td>Beer and Wine for a Resort</td>
<td>$75.00</td>
</tr>
<tr>
<td>Hotel and Restaurant</td>
<td>$75.00</td>
</tr>
<tr>
<td>Tavern</td>
<td>$75.00</td>
</tr>
<tr>
<td>Optional Premises</td>
<td>$75.00</td>
</tr>
<tr>
<td>Club</td>
<td>$41.25</td>
</tr>
<tr>
<td>Retail Gaming Tavern</td>
<td>$75.00</td>
</tr>
<tr>
<td>Brew Pub</td>
<td>$75.00</td>
</tr>
<tr>
<td>Arts</td>
<td>$41.25</td>
</tr>
<tr>
<td>Racetrack</td>
<td>$75.00</td>
</tr>
<tr>
<td>Bed &amp; Breakfast</td>
<td>$25.00</td>
</tr>
<tr>
<td>3.2 Beer</td>
<td>$3.75</td>
</tr>
<tr>
<td>Annual Renewal Application Fee</td>
<td>$100.00</td>
</tr>
<tr>
<td>Late Renewal</td>
<td>$500.00</td>
</tr>
<tr>
<td>Special Event Liquor Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Fingerprint Analysis (CBI Pass-Through Charge)</strong></td>
<td>$38.50 each analysis</td>
</tr>
<tr>
<td>Corp/LLC Change (per person)</td>
<td>$100.00</td>
</tr>
<tr>
<td>Temporary Permit (same time as Transfer of Ownership)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Temporary Permit (if not as same time as Transfer of Ownership)</td>
<td>$100.00</td>
</tr>
<tr>
<td>Change of Location</td>
<td>$750.00</td>
</tr>
<tr>
<td>Promotional Association Certification Application</td>
<td>$100.00</td>
</tr>
<tr>
<td>Attachment of a Licensed Premise</td>
<td>$100.00</td>
</tr>
<tr>
<td>Annual Renewal</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Lodging License</strong></td>
<td></td>
</tr>
<tr>
<td>Lodging License</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Marijuana License</strong></td>
<td></td>
</tr>
<tr>
<td>Initial Operating Fee</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Annual Renewal and Operating Fee</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>late renewal</td>
<td>$500.00</td>
</tr>
<tr>
<td>Transaction Fee</td>
<td>$2.00</td>
</tr>
<tr>
<td>Change in Corporate Officers, Directors, or Manager</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Fingerprint Analysis (CBI Pass-Through Charge)</strong></td>
<td>$38.50 each analysis</td>
</tr>
<tr>
<td><strong>Escort Services License</strong></td>
<td></td>
</tr>
<tr>
<td>Application Fee</td>
<td>$300.00</td>
</tr>
<tr>
<td>Application Investigation Fee (Police Department)</td>
<td>$250.00</td>
</tr>
<tr>
<td>Renewal Fee</td>
<td>$200.00</td>
</tr>
<tr>
<td>Service</td>
<td>Fee</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td><strong>Pawnbrokers Business License</strong></td>
<td></td>
</tr>
<tr>
<td>Application Fee</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>Renewal Fee</td>
<td>$5.00</td>
</tr>
<tr>
<td>Investigation and Processing Fee</td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>Sexually Oriented Business License</strong></td>
<td></td>
</tr>
<tr>
<td>Application Fee</td>
<td>$750.00</td>
</tr>
<tr>
<td>Renewal Fee</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Transfer of Ownership</td>
<td>$200.00</td>
</tr>
<tr>
<td>Manager’s License</td>
<td>$250.00</td>
</tr>
<tr>
<td><strong>Misc. Business Licenses/Permits</strong></td>
<td></td>
</tr>
<tr>
<td>Mobile Auto Repair Permit and Annual Renewal</td>
<td>$25.00</td>
</tr>
<tr>
<td>Street Vendor Conditional Use Permit</td>
<td>$100.00 for 6 months for each vehicle used</td>
</tr>
<tr>
<td>Shuttle Owner/Operator Registration and Annual Renewal</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Miscellaneous</strong></td>
<td></td>
</tr>
<tr>
<td>Solicitation</td>
<td></td>
</tr>
<tr>
<td>Permit Fee</td>
<td>$100.00</td>
</tr>
<tr>
<td>Fingerprint Fee/Background Check</td>
<td>$16.50</td>
</tr>
<tr>
<td>Replacement Identification Badge</td>
<td>$25.00</td>
</tr>
<tr>
<td><strong>Special Event Fees</strong></td>
<td></td>
</tr>
<tr>
<td>First day</td>
<td>$50.00</td>
</tr>
<tr>
<td>Each additional day</td>
<td>$30.00</td>
</tr>
<tr>
<td>Bicycle Event Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Franchise Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Cable Television Franchise Fee</td>
<td></td>
</tr>
<tr>
<td>New Application</td>
<td>per contract</td>
</tr>
<tr>
<td>Transfer</td>
<td>per contract</td>
</tr>
<tr>
<td><strong>Building Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Building Permit Fees Based on Total Valuation</td>
<td></td>
</tr>
<tr>
<td>$1.00 to $500</td>
<td>$23.50</td>
</tr>
<tr>
<td>$501 to $2,000</td>
<td>$23.50 for 1st $500 plus $3.05 for each additional $100, or fraction thereof, to and including $2,000</td>
</tr>
<tr>
<td>$2,001 to $25,000</td>
<td>$69.25</td>
</tr>
<tr>
<td>$25,001 to $50,000</td>
<td>$391.25</td>
</tr>
<tr>
<td>$50,001 to $100,000</td>
<td>$643.75</td>
</tr>
<tr>
<td>$100,001 to $500,000</td>
<td>$995.75</td>
</tr>
<tr>
<td>$500,001 to $1,000,000</td>
<td>$3,233.75</td>
</tr>
<tr>
<td>$1,000,001 and up</td>
<td>$6,608.75</td>
</tr>
<tr>
<td>Initial Building Plan Review - initial review and one (1) response comments</td>
<td>65% of the Building Permit fee calculated above</td>
</tr>
<tr>
<td>Additional Building Plan Review/Response Comments</td>
<td>$150.00 hour + 15% City Administration Fee</td>
</tr>
<tr>
<td>Inspection Record Card Replacement</td>
<td>$50.00 per card + 15% City Administration Fee</td>
</tr>
<tr>
<td>Structural Engineering Review and Consulting Fee (3rd party)</td>
<td>Actual Cost + 15% City Administration Fee</td>
</tr>
<tr>
<td>Building Consulting / Miscellaneous Services</td>
<td>$150.00 hour + 15% City Administration Fee - includes all services not listed</td>
</tr>
<tr>
<td>Inspections Outside of Normal Business Hours</td>
<td>$200.00 hour with a two (2) hour minimum + 15% City Administration Fee</td>
</tr>
<tr>
<td>Re-Inspection Fee</td>
<td>$150.00 hour for each re-inspection + 15% City Administration Fee</td>
</tr>
<tr>
<td>*Contractor/Homeowner not ready</td>
<td>$500.00 1st Occurrence + 15% City Administration Fee</td>
</tr>
<tr>
<td>*Contractor/Homeowner not on site</td>
<td>$1,000.00 2nd Occurrence + 15% City Administration Fee</td>
</tr>
<tr>
<td>*Contractor/Homeowner disregards correction items</td>
<td>$1,500.00 3rd Occurrence + Each Additional + 15% City Administration Fee</td>
</tr>
<tr>
<td>Special Investigation Fee - starting work without a permit</td>
<td>$500.00 1st Occurrence + 15% City Administration Fee</td>
</tr>
<tr>
<td>Expert Witness / Court Testimony</td>
<td>Actual Cost + 15% City Administration Fee</td>
</tr>
<tr>
<td>Excavation Permit (commercial and residential alteration or addition)</td>
<td>$7.00 per cubic yard</td>
</tr>
</tbody>
</table>

**Administration Fee**: a CoBH 15% Administration Fee will be added to each invoice or billable amount
# CITY OF BLACK HAWK FEE SCHEDULE-JANUARY 1, 2017

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

**RESIDENTIAL** - This fee (based on the enclosed living area only) includes construction of, or remodeling or addition to a single family home, a unit in a duplex, a condominium, or a town house. If applicant is only providing or changing a service and not wiring any portion on the above, see Section "ALL OTHER FEES" below for correct per fee.

### LIVING AREA:

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

Electrical Plan Review 65% of the Electrical Permit fee calculated above

Electrical Plan Review - after the 1st review $100.00 hour + 15% City Administration Fee

### ALL OTHER FEES:

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) $0.00 to $2,000</td>
<td>$57.50</td>
</tr>
<tr>
<td>(2) $2,001 and above</td>
<td>$57.50</td>
</tr>
<tr>
<td>plus $5.75 per $1,000, OR FRACTION thereof</td>
<td></td>
</tr>
<tr>
<td>Additional Plan Review of previous approved/reviewed or required by changes, additions, or revisions to plans</td>
<td>$100.00 hour + 15% City Administration Fee</td>
</tr>
<tr>
<td>Inspection Record Card Replacement</td>
<td>$50.00 per card + 15% City Administration Fee</td>
</tr>
<tr>
<td>Re-Inspection Fee for New Residential Buildings/Residential Alternations or Additions/Commercial Alternations or Additions</td>
<td>$57.50 per inspection</td>
</tr>
<tr>
<td>*Contractor/Homeowner not ready</td>
<td></td>
</tr>
<tr>
<td>*Contractor/Homeowner not on site</td>
<td></td>
</tr>
<tr>
<td>*Contractor/Homeowner disregards correction items</td>
<td></td>
</tr>
<tr>
<td>Add Fee for Extra Inspections</td>
<td>$57.50 per inspection</td>
</tr>
<tr>
<td>Add Fee for Temporary Heat Release</td>
<td>$57.50 per release</td>
</tr>
<tr>
<td>Consulting / Miscellaneous Services</td>
<td>$150.00 hour + 15% City Administration Fee - Includes all services not listed</td>
</tr>
<tr>
<td>Special Investigation Fee - starting work without a permit</td>
<td>$500.00 1st Occurrence + 15% City Administration Fee</td>
</tr>
<tr>
<td>$1000.00 2nd Occurrence + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>$1500.00 3rd Occurrence + Each Additional + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Inspections Outside of Normal Business Hours</td>
<td>$200.00 hour with a two (2) hour minimum + 15% City Administration Fee</td>
</tr>
<tr>
<td>Expert Witness / Court Testimony</td>
<td>Actual Cost + 15% City Administration Fee</td>
</tr>
</tbody>
</table>

**Administration Fee**: a CoBH 15% Administration Fee will be added to each invoice or billable amount
### CITY OF BLACK HAWK FEE SCHEDULE-JANUARY 1, 2017

#### CONVEYANCE FEES

<table>
<thead>
<tr>
<th>TYPE</th>
<th>DESCRIPTION</th>
<th>PER UNIT/PER HOUR</th>
<th>FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic Periodic</td>
<td>1.5-2 hours. Includes initial inspection plus one follow-up on a TCO.</td>
<td>$210.00</td>
<td>$575.00</td>
</tr>
<tr>
<td>Hydraulic Roped Periodic</td>
<td>1.5-2 hours. Includes initial inspection plus one follow-up on a TCO.</td>
<td>$210.00</td>
<td>$575.00</td>
</tr>
<tr>
<td>Traction Periodic</td>
<td>Any necessary request for our presence i.e. meetings, etc. Travel time not included</td>
<td>$155.00</td>
<td>$310.00</td>
</tr>
<tr>
<td>Temporary Certificate of Operation (TCO) 2nd Follow-up</td>
<td>Follow-up on TCO as necessary.</td>
<td>$330.00</td>
<td>$840.00</td>
</tr>
<tr>
<td>Hydraulics 5 Year</td>
<td>Witnessed annual safety test (2 hours). Includes initial inspection plus one follow-up on a TCO.</td>
<td>$210.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>Traction 5 Year</td>
<td>Witnessed safety test with weights (4 hours). Includes initial inspection plus one follow-up on a TCO.</td>
<td>$520.00</td>
<td>$1,040.00</td>
</tr>
<tr>
<td>Escalator Annual</td>
<td>Colorado- Category 5 test annual.</td>
<td>$675.00</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>Plan Review</td>
<td>Includes initial review and 1 response. Plan will be reviewed for code compliance before work begins</td>
<td>$475.00</td>
<td>$865.00</td>
</tr>
<tr>
<td>Lift Plan Review</td>
<td>Elevators of the same nature in the same bank will be at 80% of the per unit cost</td>
<td>$155.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Lift Periodic (platform, chair, etc.)</td>
<td>Lifts other than those described above</td>
<td>$155.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Dumbwaiter Periodic</td>
<td>Typically small units, only used for material</td>
<td>$155.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Hydraulic Acceptance</td>
<td>Initial safety test performed with weights. New construction, modernization or turnover</td>
<td>$525.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Traction Acceptance</td>
<td>Initial safety test performed with weights. New construction, modernization or turnover</td>
<td>$525.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Escalator Acceptance</td>
<td>Initial safety test. All safety test items checked. New construction, modernization or turnover</td>
<td>$700.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Dumbwaiter/Lift Acceptance</td>
<td>Initial safety test. All safety test items checked. New construction, modernization or turnover</td>
<td>$855.00</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Any Re-inspect Fee</td>
<td>Same as initial fee</td>
<td>Same as initial fee</td>
<td>with a two (2) hour minimum</td>
</tr>
<tr>
<td>Inspections Outside of Normal Business Hours</td>
<td>Same as initial fee</td>
<td>Same as initial fee</td>
<td>with a two (2) hour minimum</td>
</tr>
</tbody>
</table>

#### CONSULTING SERVICES

<table>
<thead>
<tr>
<th>TYPE</th>
<th>DESCRIPTION</th>
<th>PER UNIT/PER HOUR</th>
<th>FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Evaluation &lt; 10 Tractions</td>
<td>Provides a detailed evaluation of maintenance performed along with code items in a professional report</td>
<td>$525/per unit</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>Maintenance Evaluation &gt; 10 Tractions</td>
<td>Provides a detailed evaluation of maintenance performed along with code items in a professional report</td>
<td>$745/per unit</td>
<td>$1,490.00</td>
</tr>
<tr>
<td>Maintenance Evaluation &lt; 10 Hydraulic</td>
<td>Provides a detailed evaluation of maintenance performed along with code items in a professional report</td>
<td>$365/unit</td>
<td>$730.00</td>
</tr>
<tr>
<td>OSHA 10 hour training</td>
<td>For those wishing to obtain their OSHA 10 hour card</td>
<td>$150.00</td>
<td></td>
</tr>
<tr>
<td>OSHA 30 hour training</td>
<td>For those wishing to obtain their OSHA 30 hour card</td>
<td>$290.00</td>
<td></td>
</tr>
<tr>
<td>Conveyance Operation Training</td>
<td>Provides owners/manager/maintenance personnel with knowledge of all operations of chosen conveyances</td>
<td>$125/unit</td>
<td></td>
</tr>
<tr>
<td>Required Presence</td>
<td>Any necessary request for our presence i.e. meetings, etc. Travel time not included</td>
<td>$135/unit</td>
<td></td>
</tr>
<tr>
<td>Compliance Training</td>
<td>Help owners/managers/maintenance understand their part in keeping units code compliant</td>
<td>$135/unit</td>
<td></td>
</tr>
<tr>
<td>IRC Attendance / Once a Month</td>
<td>N/C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Plans</td>
<td>Review of conveyance with plan for future improvements and necessary repairs. Includes performance review</td>
<td>$840/unit</td>
<td></td>
</tr>
<tr>
<td>Contract Review</td>
<td>Review current contract and help in writing new contracts</td>
<td>$780/unit</td>
<td></td>
</tr>
<tr>
<td>Providing operator to run conveyance</td>
<td>If necessary to perform work in hoistway, an operator can be provided that qualifies under state statute</td>
<td>$155/unit</td>
<td></td>
</tr>
<tr>
<td>Conveyance Incident Investigation</td>
<td>Incident investigation is conveyance taken out of service</td>
<td>$125/unit</td>
<td></td>
</tr>
<tr>
<td>Consulting / Miscellaneous Services</td>
<td>Includes all miscellaneous services not listed</td>
<td>$135/unit</td>
<td></td>
</tr>
</tbody>
</table>

#### PERMITS

<table>
<thead>
<tr>
<th>TYPE</th>
<th>PERMIT FEE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Minor Alteration/Commercial</td>
<td>$575.00</td>
<td>Fee includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply</td>
</tr>
<tr>
<td>**Major Alteration/Commercial</td>
<td>$865.00</td>
<td>Fee includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply</td>
</tr>
<tr>
<td>Residential Elevator, Platform Lift or Dumbwaiter</td>
<td>$575.00</td>
<td>Fee includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply</td>
</tr>
<tr>
<td>Special Investigation Fee - Starting work without a permit</td>
<td>$500.00</td>
<td>1st Occurrence + 15% City Administration Fee</td>
</tr>
<tr>
<td></td>
<td>$1,000.00</td>
<td>2nd Occurrence + 15% City Administration Fee</td>
</tr>
<tr>
<td></td>
<td>$1,500.00</td>
<td>3rd Occurrence + Each Additional + 15% City Administration Fee</td>
</tr>
<tr>
<td>Expert Witness / Court Testimony</td>
<td>Actual Cost + 15% City Administration Fee</td>
<td></td>
</tr>
</tbody>
</table>

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

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

Administration Fee: A ColBi 15% Administration Fee will be added to each invoice or billable amount

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

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

Fire Permit: If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBi
<table>
<thead>
<tr>
<th>MISC. Fees and Taxes</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Registration (However a Business License may be required)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Right-of-Way Use Permit</td>
<td>$30.00</td>
</tr>
<tr>
<td>Street Cut Permit</td>
<td>$300.00 (for 1 to 100sf and $2/sf for any additional)</td>
</tr>
<tr>
<td>Historic Landmarking</td>
<td>Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td>Development in Flood Hazard Permit</td>
<td>Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td>Public Hearing Notice Publication Fee</td>
<td>Actual Cost + 15% City Administration Fee</td>
</tr>
<tr>
<td>Fire and Police Protection Fee at Time of Building Permit</td>
<td></td>
</tr>
<tr>
<td>Multifamily Residential</td>
<td>$70.00 per occupant/multiply fee x peak period occupant load as per IBC</td>
</tr>
<tr>
<td>Commercial</td>
<td>$14.00 per occupant/multiply fee x peak period occupant load as per IBC</td>
</tr>
<tr>
<td>Industrial</td>
<td>$70.00 per occupant/multiply fee x peak period occupant load as per IBC</td>
</tr>
<tr>
<td>Change of Use</td>
<td>Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td>Redevelopment</td>
<td>Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td>Industrial</td>
<td>Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td>Off-site commercial parking space fee (Parking Impact Fee)</td>
<td>$2,000.00 per space</td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
</tr>
<tr>
<td>Disconnect/Reconnect Fees</td>
<td></td>
</tr>
<tr>
<td>Notice of disconnection due to delinquency or failure to maintain</td>
<td>$60.00</td>
</tr>
<tr>
<td>Reconnection charge due to delinquency or failure to maintain</td>
<td>$500.00</td>
</tr>
<tr>
<td>Disconnection/shut off for convenience (&gt;7 days)</td>
<td>$200.00</td>
</tr>
<tr>
<td>Reconnection charge for convenience (&gt;7 days)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Commercial Fire Flow Testing</td>
<td></td>
</tr>
<tr>
<td>Permit (&gt;48 hours in advance of test)</td>
<td>$150.00</td>
</tr>
<tr>
<td>Penalty for failure to acquire permit</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Sign Fees</td>
<td></td>
</tr>
<tr>
<td>Preliminary Sign Application / Plan Review</td>
<td>$100.00 Certificate of Appropriateness</td>
</tr>
<tr>
<td>Formal Sign Application / Plan Review</td>
<td>Consultant Fee + 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
</tr>
<tr>
<td>Sign Permit Fees Based on Total Valuation</td>
<td></td>
</tr>
<tr>
<td>$1.00 to $500</td>
<td>$23.50</td>
</tr>
<tr>
<td>$501 to $2,000</td>
<td>$23.50 for 1st $500 plus $3.05 for each additional $100, or fraction thereof, to and including $2,000</td>
</tr>
<tr>
<td>$2,001 to $25,000</td>
<td>$69.25 for the 1st $2,000 plus $14.00 for each additional $1,000, or fraction thereof, to and including $25,000</td>
</tr>
<tr>
<td>$25,001 to $50,000</td>
<td>$391.25 for the 1st $25,000 plus $10.10 for each additional $1,000, or fraction thereof, to and including $50,000</td>
</tr>
<tr>
<td>$50,001 to $100,000</td>
<td>$643.75 for the 1st $50,000 plus $7.00 for each additional $1,000, or fraction thereof, to and including $100,000</td>
</tr>
<tr>
<td>$100,001 to $500,000</td>
<td>$993.75 for the 1st $100,000 plus $5.60 for each additional $1,000, or fraction thereof, to and including $500,000</td>
</tr>
<tr>
<td>$500,001 to $1,000,000</td>
<td>$3,233.75 for the 1st $500,000 plus $4.75 for each additional $1,000, or fraction thereof, to and including $1,000,000</td>
</tr>
<tr>
<td>$1,000,001 and up</td>
<td>$5,608.75 for the 1st $1,000,000 plus $3.65 for each additional $1,000, or fraction thereof</td>
</tr>
<tr>
<td>Special Investigation Fee - starting work without a permit</td>
<td>$100.00 1st Occurrence + 15% City Administration Fee</td>
</tr>
<tr>
<td></td>
<td>$150.00 2nd Occurrence + 15% City Administration Fee</td>
</tr>
<tr>
<td></td>
<td>$200.00 3rd Occurrence + Each Additional + 15% City Administration Fee</td>
</tr>
<tr>
<td>Expert Witness / Court Testimony</td>
<td>Actual Cost + 15% City Administration Fee</td>
</tr>
<tr>
<td>Miscellaneous Services</td>
<td>Consultant Fee + 15% City Administration Fee - Includes all services not listed</td>
</tr>
</tbody>
</table>

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

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

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

Fire Permit: if a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH
# CITY OF BLACK HAWK FEE SCHEDULE-JANUARY 1, 2017

<table>
<thead>
<tr>
<th>Land Use Fees</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Land Use Application / Plan Review</td>
<td>$200.00</td>
<td>Certificate of Appropriateness</td>
</tr>
<tr>
<td>Formal Land Use Application / Plan Review</td>
<td>Consultant Fee + 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds)</td>
<td></td>
</tr>
<tr>
<td>Boundary Line Agreement</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Planned Unit Development</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Restaurant Grills and Air Quality Compliance</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Site Development Plan</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Special Review Use</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
</tbody>
</table>

## Subdivisions

<table>
<thead>
<tr>
<th>Subdivision</th>
<th>Fee</th>
<th>Additional Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Subdivision Processing Fee</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Final Subdivision Development Fee</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Minor Subdivision</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Site Development Commercial Plat</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Street Plan and Easement Vacation</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
</tbody>
</table>

## Recording Fee

- Actual Cost

## Temporary Use or Temporary Structure Permits

- $100.00 + Security Deposit

## Variance

- Consultant Fee + 15% City Administration Fee

### Water System Development Fees

<table>
<thead>
<tr>
<th>Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nonresidential, in Gaming District</td>
<td>$16.00 per square foot</td>
</tr>
<tr>
<td>Hotel</td>
<td>$900.00 per room</td>
</tr>
<tr>
<td>Nonresidential, outside of Gaming District</td>
<td>$8.00 per square foot</td>
</tr>
</tbody>
</table>

## Expert Witness / Court Testimony

- Actual Cost + 15% City Administration Fee

## Miscellaneous Services

- Consultant Fee + 15% City Administration Fee

### False Alarm Fees

<table>
<thead>
<tr>
<th>Occurrence</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>6th-10th occurrence</td>
<td>$50.00</td>
</tr>
<tr>
<td>11th-15th occurrence</td>
<td>$100.00</td>
</tr>
<tr>
<td>Over 16th occurrence</td>
<td>Discretionary</td>
</tr>
</tbody>
</table>

## Police Department Fees

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sex Offender Registration</td>
<td>$100.00 initial registration</td>
</tr>
<tr>
<td>Renewal</td>
<td>$50.00</td>
</tr>
<tr>
<td>Fingerprints (Residents Only)</td>
<td>$20.00</td>
</tr>
<tr>
<td>Portable Breath Test (PBT)</td>
<td>$20.00</td>
</tr>
<tr>
<td>VIN Checks (Residents Only)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies onto CDs</td>
<td>$25.00</td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK FEE SCHEDULE-JANUARY 1, 2017

<table>
<thead>
<tr>
<th>Fire Department Fees (Contact Fire Dept. for further details)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial Business and Multi-Residential Plan Reviews</strong></td>
<td>$100.00</td>
</tr>
<tr>
<td>0-1,000 sq. ft.</td>
<td>$100.00</td>
</tr>
<tr>
<td>1,001-2,500 sq. ft.</td>
<td>$200.00</td>
</tr>
<tr>
<td>2,501-5,000 sq. ft.</td>
<td>$400.00</td>
</tr>
<tr>
<td>5,001-7,500 sq. ft.</td>
<td>$800.00</td>
</tr>
<tr>
<td>7,501-10,000 sq. ft.</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>10,001 + sq. ft.</td>
<td>$1,000.00 + $0.05/square foot</td>
</tr>
<tr>
<td><strong>Site Plans</strong></td>
<td>$100.00</td>
</tr>
<tr>
<td>2nd Review of above plans</td>
<td>0.00</td>
</tr>
<tr>
<td>Each review beyond 2nd</td>
<td>1/2 of original fee</td>
</tr>
<tr>
<td><strong>Commercial Inspections</strong></td>
<td></td>
</tr>
<tr>
<td>Scheduled Inspection</td>
<td>$150.00/hour</td>
</tr>
<tr>
<td>Compliance Verification</td>
<td>$150.00/hour</td>
</tr>
<tr>
<td>System Test/Install</td>
<td>$150.00/hour</td>
</tr>
<tr>
<td>Follow-up Inspections</td>
<td>$75.00/hour</td>
</tr>
<tr>
<td>Initial Code Violation</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>CPR and First Aid Training for City residents and City staff</strong></td>
<td>0.00</td>
</tr>
<tr>
<td>CPR and First Aid Training for businesses</td>
<td>$25.00/person includes certification card</td>
</tr>
<tr>
<td>Fire Extinguisher Training for City residents and City Staff</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Fire Extinguisher Training for businesses</strong></td>
<td>$10.00/person for businesses</td>
</tr>
<tr>
<td><strong>Temporary Fire Watch</strong></td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Consultation</strong></td>
<td>0.00</td>
</tr>
<tr>
<td>Outside Agency Support for Inspections</td>
<td>$50.00/hour</td>
</tr>
<tr>
<td><strong>Blasting and Storage of Explosives Permit</strong></td>
<td>$100.00/hour</td>
</tr>
<tr>
<td><strong>Dory Hill Cemetery</strong></td>
<td></td>
</tr>
<tr>
<td>Plot Fee</td>
<td>$50.00</td>
</tr>
<tr>
<td>Burial Fee - Casket</td>
<td>$400.00</td>
</tr>
<tr>
<td>Burial Fee - Cremated Remains</td>
<td>$150.00</td>
</tr>
<tr>
<td><strong>Misc. Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Code Books</td>
<td>online</td>
</tr>
<tr>
<td>Newsrack Permit</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Dog License Annual Fee (Males &amp; spayed females)</strong></td>
<td>$3.00</td>
</tr>
<tr>
<td><strong>Dog License Annual Fee (Unspayed females)</strong></td>
<td>$5.00</td>
</tr>
<tr>
<td>Open Records Request Research Fee</td>
<td>$30.00/after first hour/per hour</td>
</tr>
<tr>
<td>Copies made</td>
<td>0.25/page</td>
</tr>
<tr>
<td><strong>Public Assembly Permit (For profit organizations)</strong></td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Public Hearing Notice Publication Fee</strong></td>
<td>Actual Cost + 15% City Administration Fee</td>
</tr>
<tr>
<td><strong>Recreational Vehicle and Equipment Permit</strong></td>
<td>0.00</td>
</tr>
</tbody>
</table>
RESOLUTION 96-2016
A RESOLUTION
APPROVING THE FIFTH
ADDENDUM TO
PERSONAL SERVICES
AGREEMENT WITH 5280
STRATEGIES, LLC.
TITLE: A RESOLUTION APPROVING THE FIFTH ADDENDUM TO PERSONAL SERVICES AGREEMENT WITH 5280 STRATEGIES, LLC.

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

Section 1. The City Council hereby approves the Fifth Addendum to Personal Services Agreement between the City and 5280 Strategies, LLC, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 14th day of December, 2016.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Renewal of Lobbyist Contract  

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

MOTION TO APPROVE Resolution 96-2016, A Resolution Approving the Fifth Addendum to Personal Services Agreement with 5280 Strategies, LLC.  

SUMMARY AND BACKGROUND OF SUBJECT MATTER:  
5280 Strategies, LLC has been the City’s Lobbyist since 2010. There is no increase in fees for 2017.  

AGENDA DATE: December 14, 2016  
WORKSHOP DATE: October 26, 2016  
FUNDING SOURCE: Lobbying  
010-1101-4113103  

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No  

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk/Administrative Service Dir.  

DOCUMENTS ATTACHED: Updated 5280 Personal Service Agreement  

RECORD: [ ] Yes [X] No  

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

SUBMITTED BY: reviewed by:  

Melissa Greiner Jack D. Lewis, City Manager  
City Clerk/Administrative Services Director  

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Black Hawk, hereinafter referred to as "City" and 5280 Urban LLC, whose address is 38th & Broadway, #211, Denver, CO 80221, hereinafter referred to as "Contractor" as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR. Contractor shall perform the following: instruction and/or services during the days and times, and at the location, as more particularly described in Attachment "A", which is attached hereto and incorporated herein and made a part hereof by this reference.

2. TERM. The term of this Agreement shall commence on the 1st day of January 2010 and shall terminate on the 31st day of December 2010 unless earlier terminated pursuant to Section 9 herein.

3. COMPENSATION. In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment "A".

4. METHOD OF PAYMENT. The compensation provided in Section 3 shall be paid by the City to Contractor upon filing of an invoice specifying the services provided.

5. EQUIPMENT, MATERIALS AND SUPPLIES. Unless otherwise agreed by the City, Contractor shall acquire, provide, maintain and repair at Contractor's sole cost and expense such equipment, materials, supplies, etc., as necessary for the proper conduct of the aforesaid instruction and/or services.

6. COMPLIANCE WITH APPLICABLE LAWS.

A. In the conduct of the services contemplated hereunder, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the City or its designated representatives.

B. Illegal Aliens.

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

2. Prohibited Acts. Contractor shall not:

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

Revised 02/19/08
9. **TERMINATION.** The City shall have the right to terminate this Agreement upon thirty (30) days' notice, if Contractor fails to comply with the terms and conditions set forth in this Agreement.

10. **ASSIGNMENT.** Contractor shall not assign or otherwise transfer this Agreement or any rights or obligations therein, without first receiving prior written consent of the City.

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

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

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

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

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

   City of Black Hawk  
P.O. Box 69  
Black Hawk, Colorado 80422  
Attn:

Revised 02/19/08
b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

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

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

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

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

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

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

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

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

7. INDEPENDENT CONTRACTOR. Contractor agrees that he/she is an independent contractor and that accordingly neither he/she nor his employees are covered by the City's workers' compensation policy, or any other worker's compensation policy.

8. HOLD HARMLESS. Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all loss, damage, injuries, claims, or causes of action, or any liability of any kind whatsoever resulting from, arising out of or in connection with the instruction and/or services provided by Contractor pursuant to this agreement.

Revised 02/19/08
E. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty, thousand dollars ($150,000) per person and six hundred thousand dollars ($600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

12. CONTRACT INTERPRETATION
   A. No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.
   B. This is a completely integrated Agreement and contains the entire Agreement of the parties, and any prior written or oral agreement which are different from the terms, conditions and provisions of this Agreement shall be of no effect and shall not be binding upon either party.
   C. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided that neither party may assign its rights hereunder without the previous written consent of the other party which shall not be unreasonably withheld.
   D. Notice required or permitted to be given hereunder (including any notice of change of address) shall be considered delivered when hand-delivered or when mailed, by United States mail, first-class postage paid, as follows:

   City

   Contractor

   All notices so given shall be considered effective when delivered by hand-delivery, or in writing, as stated above.
   E. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute a single agreement.
   F. This Agreement is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

[Signature]
David D. Spellman, Mayor

ATTEST:

[Signature]
Jeanie Magno, City Clerk

Revised 02/19/08
STATE OF COLORADO

COUNTY OF ________________

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ______ day of ______________________, 2009, by ____________________.

My commission expires: ____________________

(SEAL)

Notary Public

Revised 02/19/08
FIRST ADDENDUM TO PERSONAL SERVICES AGREEMENT

THIS FIRST ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “First Addendum”) is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and whose address is 307 S. Broadway # 309, Denver, CO 80207, hereinafter referred to as “Contractor” as follows:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated January 1, 2001 (the “Original Agreement”); and

WHEREAS, the City and the Contractor desire to extend the Original Agreement for an additional year, for the Compensation set forth below.

NOW THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall continue to provide to the City the Personal Services to the extent provided herein.

1. TERM. The term of this First Addendum shall commence on the 1st day of January 2011, and shall terminate on the 31st day of December, 2011 unless earlier terminated pursuant to Section 9 of the Original Agreement.

2. COMPENSATION. In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment “A”.

3. Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor.

IN WITNESS WHEREOF, the parties have executed this First Addendum as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

[Signature]
David D. Spelman, Mayor

ATTEST:

[Signature]
Jeanne Magno, City Clerk

Revised 02/19/08
MEMORANDUM

TO: City of Black Hawk
FROM: 5280 Strategies
Headwaters Strategies
SUBJECT: 2011 Expense Projections
DATE: November 9, 2010

Below is an itemization of expenses for 2010 and projected expenses for 2011. We would like to add an additional tour in 2010 during the first week of December. Let us know if we can provide additional information.

**2010 Expenses to Date:**

1/10 – $130.75 (Gaming Association Lunch)
6/10 - $550.00 (CML Dinner Sponsorship)
7/10 - $25,000 (External Research)
8/10 – $455.00 (Transportation)
  $254.44 (Lunch)
9/10 – $455.00 (Transportation)
  $310.45 (Lunch)

Total $27,155.64

**2011 Expenses (Estimated)**

$200.00 - Gaming Association Events/Meetings
$500.00 - CML Dinner
$1,500.00 – Tours

Total $ 2,200.00
SECOND ADDENDUM TO PERSONAL SERVICES AGREEMENT

THIS SECOND ADDENDUM TO PERSONAL SERVICES AGREEMENT (the "Second Addendum") is made and entered into by and between the City of Black Hawk, hereinafter referred to as "City" and 5280 Strategies, LLC., whose address is 303 S. Broadway #200-321 Denver, CO 80209 hereinafter referred to as "Contractor" as follows:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated December, 2009 (the "Original Agreement"); and

WHEREAS, the City and the Contractor desire to extend the Original Agreement for an additional year, for the Compensation set forth below.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall continue to provide to the City the Personal Services to the extent provided herein.

1. TERM. The term of this Second Addendum shall commence on the 11th day of September 2013, and shall terminate on the 31st day of December, 2014 unless earlier terminated pursuant to Section 9 of the Original Agreement.

2. COMPENSATION. In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment "A".

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

4. Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Second Addendum as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Jeanie Magno, City Clerk

Revised 09/03/13
STATE OF COLORADO

COUNTY OF Denver

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 13th day of September, 2013, by Michael Brasley.

My commission expires: 5-4-2014

(SEAL)

CLIFF COX
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 05/04/2014

Revised 09/03/13
THIRD ADDENDUM TO PERSONAL SERVICES AGREEMENT

THIS THIRD ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “Third Addendum”) is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and 5280 Strategies, LLC., whose address is 303 S, Broadway #200-321, Denver, CO 80209, hereinafter referred to as “Contractor” as follows:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated January 1, 2010 (the “Original Agreement”); and

WHEREAS, the City and the Contractor desire to extend the Original Agreement for an additional year, for the Compensation set forth below.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall continue to provide to the City the Personal Services to the extent provided herein.

1. TERM. The term of this Third Addendum shall commence on the 1st day of January 2015, and shall terminate on the 31st day of December, 2015 unless earlier terminated pursuant to Section 9 of the Original Agreement.

2. COMPENSATION. In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment “A”.

3. Except as modified herein and in subsequent addendums, the Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Third Addendum as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

David D. Spellman / Mayor

ATTEST:

Melissa A. Greiner, City Clerk
CONTRACTOR

By: [Signature]

STATE OF COLORADO

COUNTY OF Denver

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 11th day of February 2015, by Michael Lowell Beasley

My commission expires: 3-31-16

(Signed)

Notary Public
January 1, 2015

City of Black Hawk
David D. Spellman, Mayor
P.O. Box 68
Black Hawk, Colorado 80422

Dear Mr. Mayor,

Please consider this correspondence as Attachment A to the Third Addendum to our Personal Service Contract beginning January 1, 2015 through December 31, 2015.

5280 Strategies, LLC fee will be $7,500 per month and annual expenses not to exceed $5,000 without prior approval by city leadership.

It is our honor to represent the City of Black Hawk.

Sincerely,

Michael L. Beasley
5280 Strategies, LLC.
FOURTH ADDENDUM TO PERSONAL SERVICES AGREEMENT

THIS FOURTH ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “Fourth Addendum”) is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and 5280 Strategies, LLC whose address is 303 S. Broadway, #200-321, Denver, CO 80209 hereinafter referred to as “Contractor” as follows:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated January 1, 2010 (the “Original Agreement”), and have subsequently entered into addenda thereto; and

WHEREAS, the City and the Contractor desire to extend the Original Agreement for an additional year, for the Compensation set forth below.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall continue to provide to the City the Personal Services to the extent provided herein.

1. TERM. The term of this Fourth Addendum shall commence on the 1st day of January 2016, and shall terminate on the 31st day of December, 2016 unless earlier terminated pursuant to Section 9 of the Original Agreement.

2. COMPENSATION. In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment “A”.

3. Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Fourth Addendum as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk
STATE OF COLORADO

COUNTY OF Denver

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 26th day of October, 2015, by Michael Lowell Beasley.

My commission expires: 8-31-16

(Seal)

Notary Public
October 25, 2015

City of Black Hawk
The Honorable David D. Spellman
P.O. Box 68
Black Hawk, Colorado 80422

Dear Mr. Mayor,

Please consider this Correspondence as Attachment A to the Fourth Addendum to our Personal Services Agreement beginning January 1, 2016 through December 31, 2016. Our fee for services will be $7,500 per month and annual expenses not to exceed $5,000 without prior approval by city leadership.

It is an honor to represent the City of Black Hawk.

Sincerely,

Michael L. Beasley
5280 Strategies, LLC.
SFPP No:0087449020

**Forms and Endorsements**

- Personal Liability Umbrella: FP-7950.2
- Uninsured/Underinsured Cov: FE-5881.1
- Fuel Oil Exclusion: FE-5837
- Civil Union Endorsement: FE-8790

**COVERAGES AND LIMITS**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
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<tbody>
<tr>
<td>$L$</td>
<td>$1,000,000$</td>
</tr>
<tr>
<td>$U$</td>
<td>$1,000,000$</td>
</tr>
</tbody>
</table>

**PERSONAL LIABILITY**

- Self-Insured Retention: None

**OTHER LIABILITY EXPOSURES**

- Personal Residential

**Annual Premium**

- Coverage $L$: $377.00
- Coverage $U$: $261.00

*Notify your agent immediately if the above listed Coverages and/or Underlying Exposures are incorrect. Your Coverages and/or bill can be affected if this information is not correct.*

Required Underlying Insurance on reverse side

---

*Thanks for letting us serve you...*

Agent: RYAN HUME  CLU, CHFC
Telephone: (303) 840-2090

Moving? See your State Farm agent.
See reverse for important information.
Prepared: JUN 23 2015
**CONTINUED FROM FRONT**

**Required Underlying Insurance**
(Terms in Bold in this section are defined in the policy)

<table>
<thead>
<tr>
<th>Minimum Underlying Limits</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Type of Policy</th>
<th>Combined Limits (Bodily Injury and Property Damage)</th>
<th>or</th>
<th>Split Limits</th>
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<tbody>
<tr>
<td><strong>Automobile Liability</strong></td>
<td>$500,000</td>
<td></td>
<td>$250,000 Per Person</td>
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<tr>
<td>Uninsured and Underinsured</td>
<td></td>
<td></td>
<td>$500,000 Per Accident</td>
</tr>
<tr>
<td>Motor Vehicle Coverage</td>
<td></td>
<td></td>
<td>$100,000 Per Accident</td>
</tr>
<tr>
<td><strong>Recreational Motor Vehicle Liability</strong></td>
<td>$500,000</td>
<td></td>
<td>$250,000 Per Person</td>
</tr>
<tr>
<td>Including Passenger Bodily Injury</td>
<td></td>
<td></td>
<td>$500,000 Per Accident</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$100,000 Per Accident</td>
</tr>
<tr>
<td><strong>Personal Residential Liability</strong></td>
<td>$100,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Watercraft Liability</strong></td>
<td>$100,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTICE TO POLICYHOLDER:**

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Effective Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Effective Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

Please keep this with your policy.

Rev. 08-01-2006 (01:3092a) o1f0021b
FIFTH ADDENDUM TO PERSONAL SERVICES AGREEMENT

THIS FIFTH ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “Fifth Addendum”) is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and 5280 Strategies, LLC whose address is 303 S. Broadway, #200-321, Denver, CO 80209 hereinafter referred to as “Contractor” as follows:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated January 1, 2010 (the “Original Agreement”), and have subsequently entered into addenda thereto; and

WHEREAS, the City and the Contractor desire to extend the Original Agreement for an additional year, for the Compensation set forth below.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall continue to provide to the City the Personal Services to the extent provided herein.

1. TERM. The term of this Fifth Addendum shall commence on the 1st day of January 2017, and shall terminate on the 31st day of December, 2017 unless earlier terminated pursuant to Section 9 of the Original Agreement.

2. COMPENSATION. In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment “A”.

3. Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Fifth Addendum as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

_________________________________
David D. Spellman, Mayor

ATTEST:

_________________________________
Melissa A. Greiner, City Clerk
STATE OF COLORADO
) ss.
COUNTY OF Arapahoe

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 2nd day of December, 2016, by Michael Bessey.

My commission expires: 9/30/2017

(SEAL)

Notary Public

BARBARA L. NEIL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19934012071
MY COMMISSION EXPIRES SEPTEMBER 30, 2017
December 6, 2016

City of Black Hawk
The Honorable David D. Spellman
P.O. Box 68
Black Hawk, Colorado 80422

Dear Mr. Mayor,

Please consider this Correspondence as Attachment A to the Fifth Addendum to our Personal Services Agreement beginning January 1, 2017 through December 31, 2017. Our fee for services will be $7,500 per month and annual expenses not to exceed $5,000 without prior approval by city leadership.

It is an honor to represent the City of Black Hawk.

Sincerely,

Michael L. Beasley
5280 Strategies, LLC.
Personal Liability Umbrella Policy

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you written notice in compliance with the policy provisions or as required by law.

Coverage(s)
- Coverage L - Personal Liability
- Self-Insured Retention
- Coverage U - Uninsured and Underinsured Motor Vehicle

Limit of Liability
- $1,000,000

Required Underlying Insurance
(Terms in bold in this section are defined in the policy)

Minimum Underlying Limits

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<td></td>
</tr>
<tr>
<td>Watercraft Liability</td>
<td>$100,000</td>
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<td></td>
</tr>
</tbody>
</table>

Forms & Endorsements
- Personal Liability Umbrella
- Uninsured/Underinsured Cov
- Fuel Oil Exclusion
- Civil Union Endorsement

Endorsement Premium Increase
- $136.00

Other limits and exclusions may apply - refer to your policy.
RESOLUTION 97-2016
A RESOLUTION
APPROVING THE 2017
CONTRACT WITH
PINNACOL ASSURANCE
FOR WORKER’S
COMPENSATION
INSURANCE
RESOLUTION APPROVING THE 2017 CONTRACT WITH PINNACOL ASSURANCE FOR WORKERS’ COMPENSATION INSURANCE

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

Section 1. The City Council hereby approves the 2017 contract with Pinnacol Assurance for Workers Compensation Insurance in the amount of $156,380.

RESOLVED AND PASSED this 14th day of December, 2016.

__________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: 2017 Workers’ Compensation

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

MOTION TO APPROVE Resolution 97-2017, a Resolution approving the contract as quoted for the 2017 Workers’ Compensation Insurance with Pinnacol Assurance in the amount of $156,380.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Pinnacol's quote for Workers’ Compensation coverage for 2017 is 4.2% higher than our 2016 premium. Factors contributing to the change in premium are:

- 8.9% increase in total payroll over 2016;
- E-mod rating increase from .82 to .87; however,
- Credit adjustments are in place for our e-mod rating (13% savings over average Colorado employer based on our claims experience), designated provider program, and cost containment certification (15% savings due to in place safety programs, the average participating Colorado employer receives a 5% credit); and
- Pinnacol Assurance rate decrease for 2017 which averages a -3.2% for Colorado policyholders.

The City’s e-mod rating and credit adjustments, along with Pinnacol’s rate decrease work together to hold the increase in premium to only 4.2% on a 8.9% increase in payroll for 2017.

AGENDA DATE: December 14, 2016

WORKSHOP DATE: October 26, 2016

FUNDING SOURCE: WC line item for each department

DEPARTMENT DIRECTOR APPROVAL: [X]Yes [ ]No

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

DOCUMENTS ATTACHED: N/A

RECORD: [ ]Yes [X]No

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

SUBMITTED BY: REVIEWED BY:
Melissa A. Greiner Jack D. Lewis
City Clerk/Administrative Services Director City Manager
RESOLUTION 98-2016
A RESOLUTION
ADOPTING THE 2017
HOLIDAY SCHEDULE
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. Pursuant to Section 304 of the City of Black Hawk Employee Handbook, the Board of Aldermen hereby adopts the 2017 Holiday Schedule attached hereto as Exhibit A, and incorporated herein by this reference.

RESOLVED AND PASSED this 14th day of December, 2016.

______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk
The following is the list of approved holidays from the current Employee Handbook, and the proposed days these will be celebrated in the year 2017.

New Year's Day (Observed)  Monday, January 2, 2017
Martin Luther King Jr. Day (Third Monday)  Monday, January 16, 2017
President's Day (Third Monday)  Monday, February 20, 2017
Memorial Day (last Monday in May)  Monday, May 29, 2017
Independence Day  Tuesday, July 4, 2017
Labor Day (First Monday in September)  Monday, September 4, 2017
Thanksgiving (Fourth Thursday)  Thursday, November 23, 2017
Day after Thanksgiving  Friday, November 24, 2017
Christmas Eve Observed  Friday, December 22, 2017
Christmas Day Observed  Monday, December 25, 2017
New Year's Eve  Friday, December 29, 2017

Per Section 304 of the City of Black Hawk Employee Handbook, “A recognized holiday that falls on a Saturday will be observed the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.” However, in 2017, Christmas Eve and Christmas Day fall on Sunday and Monday, and New Year’s Eve falls on Sunday. Staff is recommending observation of Christmas Eve on Friday, December 22nd and New Year’s Eve on Friday, December 29th.
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2017 Holiday Schedule

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

MOTION TO APPROVE  Resolution 98-2016, A Resolution Adopting the 2017 Holiday Schedule

AGENDA DATE: December 14, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk/Administrative Serviced Director

DOCUMENTS ATTACHED: 2017 Draft Holiday Schedule

RECORD: [ ] Yes [X] No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner  Jack D. Lewis
City Clerk/Administrative Services Director  City Manager
RESOLUTION 99-2016
A RESOLUTION
ADOPTING THE 2017 CITY COUNCIL REGULAR MEETING SCHEDULE
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 99-2016

TITLE:  A RESOLUTION ADOPTING THE 2017 CITY COUNCIL REGULAR MEETING SCHEDULE

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

Section 1. Pursuant to Article II, Section 11 of the City of Black Hawk Home Rule Charter, the Board of Aldermen hereby adopts the 2017 Regular Meeting Schedule attached hereto as Exhibit A, and incorporated herein by this reference.

RESOLVED AND PASSED this 14th day of December, 2016.

_________________________________________
David D. Spellman, Mayor

ATTEST:

_________________________________________
Melissa A. Greiner, City Clerk
<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Month</th>
<th>Date</th>
</tr>
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<td>December</td>
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</table>

*Council meetings are the 2\textsuperscript{nd} and 4\textsuperscript{th} Wednesdays of each month, with the exception of April. Regular meeting dates are subject to change upon Council approval and proper notification.
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2017 City Council Regular Meeting Schedule

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

MOTION TO APPROVE Resolution 99-2016, A Resolution Adopting the 2017 City Council Regular Meeting Schedule

AGENDA DATE: December 14, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

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

DOCUMENTS ATTACHED: N/A

RECORD: [ ] Yes [X] No

CITY ATTORNEY REVIEW: [ ] Yes [X] No

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner
City Clerk/Administrative Services Director

Jack D. Lewis
City Manager