



REGULAR MEETING AGENDA

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

April 8, 2015
3:00 p.m.

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 w/City Clerk & Sec. of State)
5. INTRODUCTION OF NEW EMPLOYEES: Michael Ludivig, Street Maintenance Worker I
Edgar Espinosa, Street Maintenance Worker I
6. PUBLIC COMMENT: *Please limit comments to 5 minutes*
7. APPROVAL OF MINUTES: March 25, 2015
8. PUBLIC HEARINGS:
 - A. CB9, An Ordinance Approving the Disconnection of Certain Property From the City of Black Hawk
 - B. CB10, An Ordinance Amending the City of Black Hawk Employee Handbook
 - C. CB11, An Ordinance Approving a Mutual Aid Agreement Between the City of Black Hawk and the Clear Creek Fire Authority
 - D. CB12, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk, the City of Central and the Timberline Fire Protection District Regarding the Use of Certain Equipment
9. ACTION ITEMS:
 - E. Resolution 29-2015, A Resolution Approving the Contract to Buy and Sell Real Estate Between the City of Black Hawk as Buyer and the Blake Family LLC and the Bobtail Tunnel LLC Collectively as the Seller
 - F. Resolution 30-2015, A Resolution Approving the Agreement of Lease Between the City of Black Hawk and I'll Make You Famous Tattoos, LLC
 - G. Resolution 31-2015, A Resolution Approving the Addition of a New Position Within the Black Hawk Fire Department
 - H. Resolution 32-2015, A Resolution Adopting the 2015 City of Black Hawk Fire Department Fee Schedule for Inspections and Plan Review
 - I. Resolution 33-2015, A Resolution Authorizing the Sale of Certain City of Black Hawk Merchandise
10. CITY MANAGER REPORTS:
11. CITY ATTORNEY:
12. EXECUTIVE SESSION:
13. ADJOURNMENT:

MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community.



BLACK HAWK [®]

CITY OF BLACK HAWK NEW EMPLOYEE INTRODUCTION



MICHAEL LUDIVIG STREET MAINTENANCE I

Mike started with the City on March 6th, 2015. Before working for the City Mike worked in construction, and on a ranch in Montana. Mike has been living in Colorado for the past 18 years. He likes to spend his free time with his family who all live in the area. He also really enjoys fishing, hunting of all kinds and playing with his yellow lab, Shelby. Mike so far is loving working for our beautiful City and is excited to meet everyone.



CITY OF BLACK HAWK NEW EMPLOYEE INTRODUCTION



EDGAR ESPINOSA STREET MAINTENANCE I

Edgar started with the City on March 30th, 2015. Edgar, his wife, 2 kids, and a dog just moved back to Colorado from Las Vegas in February. Edgar and his wife have been married for 16 years this coming September. He loves being in Colorado and takes advantage of the beautiful Colorado weather by spending as much time as possible hiking, camping....doing anything in nature. Edgar thinks the Rocky Mountains are one of the most beautiful places on Earth and is extremely grateful to be here. He is very glad to be working for the City and looks forwards to getting to know everyone.



**City of Black Hawk
City Council**

March 25, 2015

MEETING MINUTES

IT Support Technician Ryan Blenker rang the bell.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, March 25, 2015 at 3:00 p.m. by Mayor Spellman.

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

Staff present: City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, City Clerk/Administrative Services Director Greiner, Community Planning and Development Administrator Linker, IT Manager Tarik Muhammad, IT Support Technician Ryan Blenker, Senior Civil Engineer Matt Reed, 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 changes to the agenda.

4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. 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. INTRODUCTION OF NEW EMPLOYEE:

IT Manager Tarik Muhammad introduced IT Support Technician Ryan Blenker to a warm welcome.

6. PUBLIC COMMENTS: Deputy City Clerk Martin stated no one had signed up to speak.

7. APPROVAL OF
MINUTES

March 11, 2015.

**MOTION TO
APPROVE**

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

MOTION PASSED

There was no discussion and the motion unanimously.

8. PUBLIC HEARINGS:

A. CB8, An Ordinance Approving the City of Black Hawk 2015 Pay Plan

Mayor Spellman read the title and opened the public hearing.

City Clerk/Administrative Services Director Greiner explained the process involved in preparing the market adjustment. She said there were some slight changes from the attachment in the packet and had handed out new versions to Council on their dais. Greiner said there would be some slight changes forthcoming to the hiring range as well.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB8, An Ordinance Approving the City of Black Hawk 2015 Pay Plan.

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

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to Approve CB8, An Ordinance Approving the City of Black Hawk 2015 Pay Plan.

MOTION PASSED

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

9. ACTION ITEMS:

B. Resolution 23, A Resolution Approving both the Temporary Construction Easement and the Conveyance of Property from the Blake Family LLC for Construction of the Gregory Street Improvements

Mayor Spellman read the title.

Senior Civil Engineer Matt Reed explained the Temporary Construction Easements were for a future retaining wall or sidewalk improvements, and the Conveyance of Property was required to construct the Gregory Street improvements.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 23, A Resolution Approving both the Temporary Construction Easement and the Conveyance of Property from the Blake Family LLC for Construction of the Gregory Street Improvements.

MOTION PASSED

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

C. Resolution 24, A Resolution Approving an Extension of the Closings on the Property Exchange Agreement Between the City of Black Hawk and Quartz Valley Ranch Company

Mayor Spellman read the title.

City Attorney Hoffmann explained that due to weather, field work to create a plat was not able to be completed on time. The work has since been completed and it is scheduled before the Gilpin County Commissioners in April.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 24, A Resolution Approving an Extension of the Closings on the Property Exchange Agreement Between the City of Black Hawk and Quartz Valley Ranch Company.

MOTION PASSED

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

D. Resolution 25, A Resolution Temporarily Waiving the Collection of Occupational Tax and Business License Fees for those Residential Service Providers that Provide a Service to Residences that Does Not Require a Building Permit

Mayor Spellman read the title.

City Attorney Hoffmann explained at their last meeting Council approved some revisions to Chapters 4 and 6 of the Municipal Code and a resolution setting forth a fee schedule. Hoffmann said part of the motion was to bring back a resolution to waive fees for contractors who provide services to residences that do not require a building permit. He said under TABOR laws, it must be a temporary waiver, and that this resolution will renew automatically each year unless modified or appealed by a separate resolution.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 25, A Resolution Temporarily Waiving the Collection of Occupational Tax and Business License Fees for those Residential Service Providers that Provide a Service to Residences that Does Not Require a Building Permit.

MOTION PASSED

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

E. Resolution 26, A Resolution Approving the Agreement Between the City of Black Hawk and Excavation and Construction Specialist, Inc. for Construction of a Waterline Loop Between Richman Street and Mill Street in an Amount Not To Exceed \$398,998.00

Mayor Spellman read the title.

Senior Civil Engineer Matt Reed explained the bid to construct a 12” waterline main in the SE lanes of Highway 119 from Richman Street to Mill Street to provide increased reliability and capacity, particularly for the Monarch Casino and other lower Main Street properties. He said if approved, the start date is April 6, with completion by May 21. City Attorney Hoffmann added that if approved, this would fulfill one of the City’s obligations under the current Subdivision Agreement with Monarch.

MOTION TO APPROVE

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 26, A Resolution Approving the Agreement Between the City of Black Hawk and Excavation and Construction Specialist, Inc. for Construction of a Waterline Loop Between Richman Street and Mill Street in an Amount Not To Exceed \$398,998.00.

MOTION PASSED

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

F. Resolution 27, A Resolution Approving the Agreement Between the City of Black Hawk and Davis Custom Welding for Construction of the Green Lake Pipeline Replacement Project Phase V in an Amount Not To Exceed \$181,410.00

Mayor Spellman read the title.

Senior Civil Engineer Matt Reed explained that this was to continue the replacement of the Green Lake inflow pipeline project and said that Davis Custom Welding, who has completed the first four phases of the replacement, has been doing an excellent job on this project.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 27, A Resolution Approving the Agreement Between the City of Black Hawk and Davis Custom Welding for Construction of the Green Lake Pipeline Replacement Project Phase V in an Amount Not To Exceed \$181,410.00.

MOTION PASSED

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

G. Resolution 28, A Resolution Approving the Agreement Between the City of Black Hawk and Whitestone Construction Services, Inc. for the Limited Rehabilitation of the Historic Home and Property Located at 401 Chase Street in an Amount Not To Exceed \$649,562.00

Mayor Spellman read the title.

Community Planning and Development Administrator Linker explained that bids were sent out in February to 338 registered contractors, only two showed up for the mandatory walk-through, and only one submitted a bid. Linker said staff felt the original bid was excessive and sat down with the contractor, home owner, and design team for 10 days trying to get it down to a more reasonable amount. She said this is the renegotiated price and it includes some mine waste clean-up, they will only clean-up what is needed for construction of the property and the clean-up will not be hauled off-site, but put back into the mine by conveyor and has been approved by Mined Land Reclamation. Linker said the remaining area's soil will be tested to see what would grow on that hillside. Linker noted some changes, such as moving the house off of the existing foundation to get it done faster with heavy equipment; not taking down the entire rock wall, only the area where utilities need to go in; and removing the concrete patio to plant native grass.

Mayor Spellman asked if the neighbor had been notified of the house temporarily moving over closer to their area, and Linker said yes and something would be put in writing between the contractor and home

owner in case of any disturbed property that needs to be put back to original condition.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 28, A Resolution Approving the Agreement Between the City of Black Hawk and Whitestone Construction Services, Inc. for the Limited Rehabilitation of the Historic Home and Property Located at 401 Chase Street in an Amount Not To Exceed \$649,562.00.

MOTION PASSED

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

10. CITY MANAGER REPORTS:

City Manager Lewis had nothing to report.

11. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report, yet offered the fact that the City Manager would be representing the City for the signing, by the Governor, of the Entertainment District Bill during a ceremony tomorrow afternoon. Mayor Spellman, on behalf of City Council, he wished to send the Governor their best regards.

12. EXECUTIVE SESSION: City Attorney Hoffmann recommended item numbers 1 and 2 for Executive Session.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:30 p.m. to hold a conference with the City's attorney to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a) and 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 Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 3:40 p.m.

MOTION PASSED

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

13. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council closed at 3:40 p.m.

Melissa A. Greiner
City Clerk

David D. Spellman
Mayor

DRAFT

COUNCIL BILL 9

ORDINANCE 2015-9

**AN ORDINANCE APPROVING
THE DISCONNECTION OF
CERTAIN PROPERTY FROM
THE CITY OF BLACK HAWK**

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB9

ORDINANCE NUMBER: 2015-9

**TITLE: AN ORDINANCE APPROVING THE DISCONNECTION OF CERTAIN
PROPERTY FROM THE CITY OF BLACK HAWK**

WHEREAS, the City of Black Hawk has entered into Property Exchange Agreement with Quartz Valley Ranch Company dated January 14, 2015, to exchange certain property; and

WHEREAS, as part of that agreement, the City of Black Hawk agreed to disconnect from the City certain property, currently owned by the City, and more particularly described below.

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

Section 1. Initiation of Disconnection. The City initiates this disconnection proceeding in a manner generally consistent with C.R.S. § 31-12-501 *et seq.*, and pursuant to its agreement with Quartz Valley Ranch Company. Although C.R.S. § 31-12-501 *et seq.*, does not apply to home rule municipalities, the City intends to effectuate the disconnection of this property in general conformity with those statutory provisions.

Section 2. No Prejudice. The Board of Alderman finds that disconnection of the property, more particularly described below, will not prejudice the best interests of the City.

Section 3. Legal Description of Property. The property described in Exhibit A attached to this Ordinance shall be disconnected from the City.

Section 4. Effective Date of Disconnection. The disconnection of the property shall effect upon the filing of two certified copies of this Ordinance with the Gilpin County Clerk and Recorder.

Section 5. 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 6. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 8th day of April, 2015.

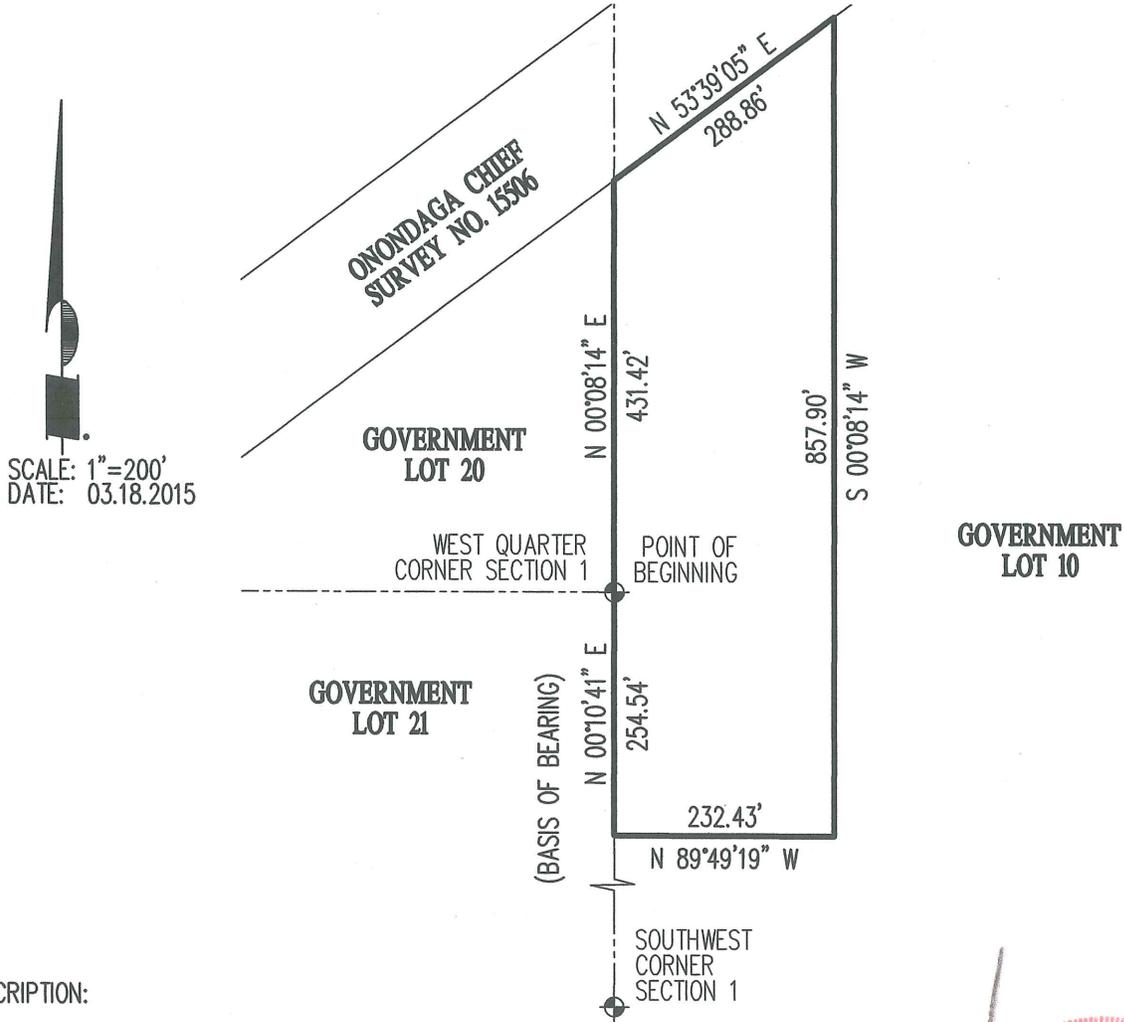
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

EXHIBIT A

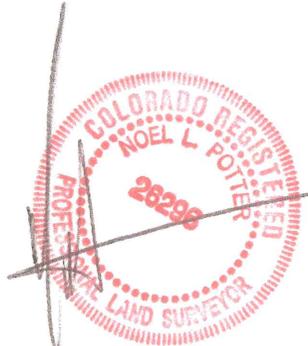
A PORTION OF GOVERNMENT LOT 10, LOCATED IN SECTION 1
TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF GILPIN, STATE OF COLORADO



DESCRIPTION:

A PORTION OF GOVERNMENT LOT 10, LOCATED WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GILPIN, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 1, WHENCE THE SOUTHWEST CORNER OF SAID SECTION IS ASSUMED TO BEAR S 00°10'41" W, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG THE COMMON LINE OF SECTIONS 1 AND 2, N 00°08'14" E, 431.42 FEET TO A POINT ALONG LINE 2-3 OF THE ONONDAGA CHIEF, SURVEY NO. 15506; THENCE ALONG THE COMMON LINE WITH SAID SURVEY, N 53°39'05" E, 288.86 FEET; THENCE S 00°08'14" W, 857.90 FEET; THENCE N 89°49'19" W, 232.43 FEET TO A POINT ALONG THE COMMON LINE OF SAID SECTIONS; THENCE ALONG SAID SECTION LINE, N 00°10'41" E, 254.54 FEET TO THE POINT OF BEGINNING, CONTAINING 4.12 ACRES MORE OR LESS.



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

C.C.S. CONSULTANTS, INC.

4860 Robb Street, Suite 206
Wheat Ridge, Colorado 80033
Phone: 303-403-4706, Fax: 303-403-0800



CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Disconnection of Certain Property from the City of Black Hawk

RECOMMENDATION:

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

Motion to Approve Council Bill 9, An Ordinance Approving the Disconnection of Certain Property from the City of Black Hawk

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In accordance with the Property Exchange Agreement with the Quartz Valley Ranch executed on January 14, 2015, Article III requires the disconnection of the property being conveyed to Quartz Valley Ranch from the City. This property will be disconnected from the City and become a part of unincorporated Gilpin County.

FUNDING SOURCE: N/A

WORKSHOP DATE: April 8, 2015

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: Thomas Isbester

PROJECT COMPLETION DATE: May 21, 2015

DOCUMENTS ATTACHED:

CITY ATTORNEY REVIEW: []Yes []No []N/A INITIALS _____

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Jack D. Lewis, City Manager

COUNCIL BILL 10
ORDINANCE 2015-10
AN ORDINANCE AMENDING
THE CITY OF BLACK HAWK
EMPLOYEE HANDBOOK

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB10

ORDINANCE NUMBER: 2015-10

**TITLE: AN ORDINANCE AMENDING THE CITY OF BLACK HAWK
EMPLOYEE HANDBOOK**

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

Section 1. Pursuant to Article VIII, Section 18 of the City of Black Hawk Home Rule Charter, Section 213 of the City of Black Hawk Employee Handbook is hereby amended to read as follows:

213 COMPENSATION POLICY

As an employer, the City believes it is in the best interest of both the organization and our employees to fairly compensate our workforce for the value of the work provided. The City will use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully competent incumbent. The system used is objective and non-discriminatory in theory, application, and practice. The City determined this will be best accomplished by conducting an annual survey of comparable cities' compensation in determining our hiring range and annual market adjustments.

Annual Hiring Range:

- The compensation system will match *entry level positions* to the local market through an annual survey of data collected from designated survey cities approved by the City Council.
- The market data will primarily include municipalities in the greater Denver metropolitan area and will include comparable survey data for each City position.
- Starting salaries for City employees will be ten percent (10%) higher than the *average minimum starting salary* of comparable positions from the approved survey cities.
- Supervisors and Department Directors have the latitude to compensate new employees as much as fifteen percent (15%) above the starting salary for each position.

Annual Market Adjustment:

- The compensation system will match *existing positions* to the local market through an annual survey of data collected from survey cities approved by the City Council.

- The market data will primarily include municipalities in the greater Denver metropolitan area and will include comparable survey data for each City position.
- The annual survey will compare the minimum average of comparable positions from approved survey cities to the previous year's minimum average to determine if the market rate has changed for each City position. Each City employee will receive an increase to their base wage rate if the market survey for their position indicates an increase of the current minimum average over the previous year's minimum average. If the market average for the current year is equal to or less than the previous year's minimum average, a Black Hawk employee will see no change in their base wage rate.

Bonus Program: (refer to AP2014-02, attached, for additional information)

- The Black Hawk City Council will review and adopt the recommended bonus program as part of the annual budgetary process. Bonus programs are dependent upon the City's fiscal soundness and are no way guaranteed to be awarded each year.

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 8th day of April, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK REQUEST FOR COUNCIL ACTION

SUBJECT: Council Bill requesting an amendment to the Employee Handbook, Section 213, Compensation Policy.

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

MOTION TO APPROVE Council Bill 10, An Ordinance Amending the City of Black Hawk Employee Handbook.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

213 COMPENSATION POLICY

As an employer, the City believes it is in the best interest of both the organization and our employees to fairly compensate our workforce for the value of the work provided. The City will use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully competent incumbent. The system used is objective and non-discriminatory in theory, application, and practice. The City determined this will be best accomplished by conducting an annual survey of comparable cities' compensation in determining our hiring range and annual market adjustments.

Annual Hiring Range:

- The compensation system will match *entry level positions* to the local market through an annual survey of data collected from designated survey cities approved by the City Council.
- The market data will primarily include municipalities in the greater Denver metropolitan area and will include comparable survey data for each City position.
- Starting salaries for City employees will be ten percent (10%) higher than the *average minimum starting salary* of comparable positions from the approved survey cities.
- Supervisors and Department Directors have the latitude to compensate new employees as much as fifteen percent (15%) above the starting salary for each position.

Annual Market Adjustment:

- The compensation system will match *existing positions* to the local market through an annual survey of data collected from survey cities approved by the City Council.
- The market data will primarily include municipalities in the greater Denver metropolitan area and will include comparable survey data for each City position.
- The annual survey will compare the minimum average of comparable positions from approved survey cities to the previous year's minimum average to determine if the market rate has changed for each City position. Each City employee will receive an increase to their base wage rate if the market survey for their position indicates an increase of the current minimum average over the previous year's minimum average. If the market average for the current year is equal to or less than the previous year's minimum average, a Black Hawk employee will see no change in their base wage rate.

Bonus Program: (refer to AP2014-02, attached, for additional information)

- The Black Hawk City Council will review and adopt the recommended bonus program as part of the annual budgetary process. Bonus programs are dependent upon the City's fiscal soundness and are no way guaranteed to be awarded each year.

AGENDA DATE: April 8, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa A. Greiner, Administrative Services Dir.

DOCUMENTS ATTACHED: N/A

RECORD: Yes No

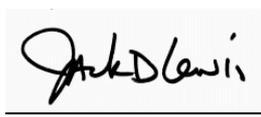
CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

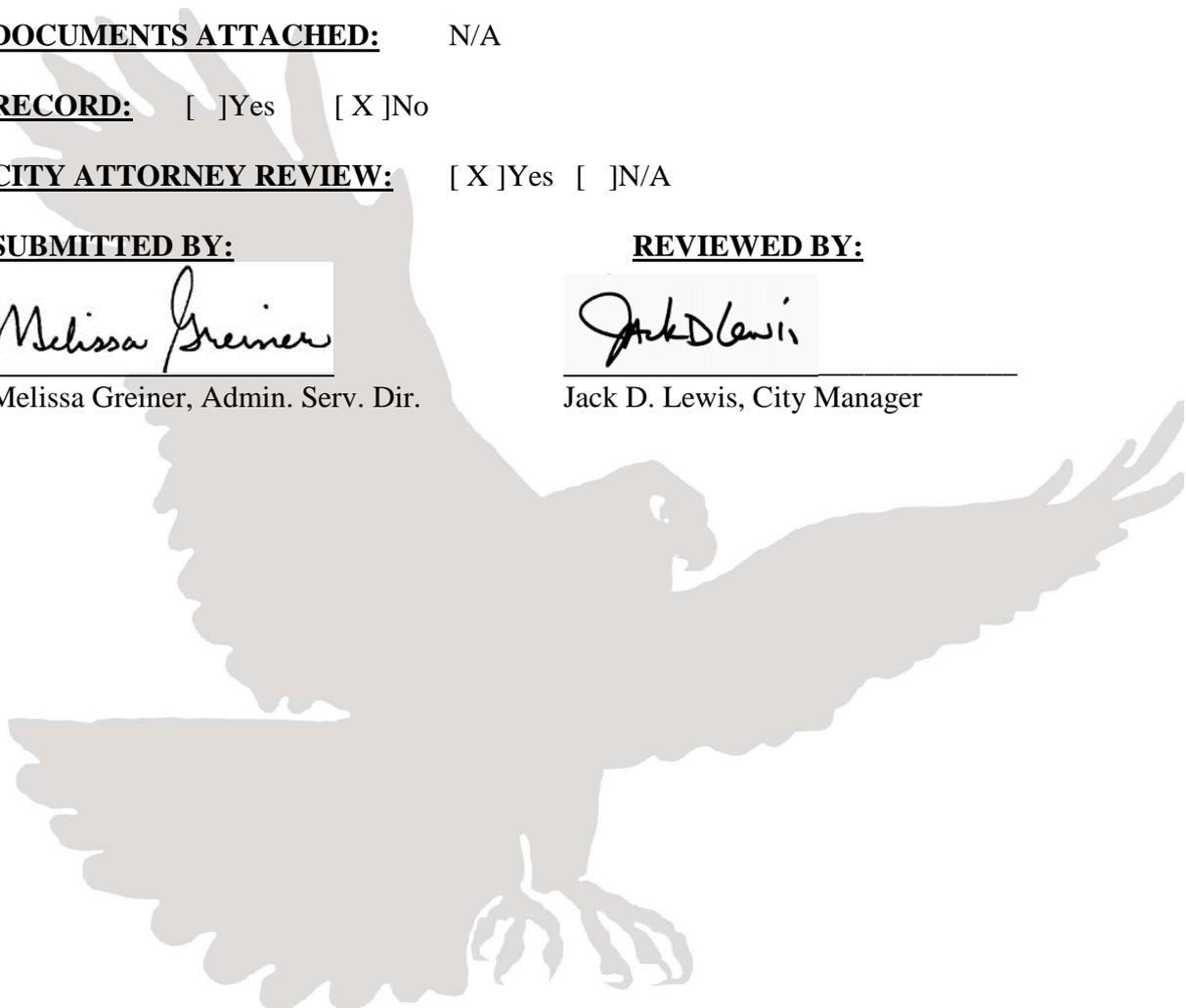


Melissa Greiner, Admin. Serv. Dir.

REVIEWED BY:



Jack D. Lewis, City Manager



COUNCIL BILL 11
ORDINANCE 2015-11
AN ORDINANCE APPROVING
A MUTUAL AID AGREEMENT
BETWEEN THE CITY OF
BLACK HAWK AND THE
CLEAR CREEK FIRE
AUTHORITY

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB11

ORDINANCE NUMBER: 2015-11

**TITLE: AN ORDINANCE APPROVING A MUTUAL AID AGREEMENT
BETWEEN THE CITY OF BLACK HAWK AND THE CLEAR CREEK
FIRE AUTHORITY**

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 Mutual Aid Agreement between the City of Black Hawk and the Clear Creek Fire Authority, 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 8th day of April, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2015, by and between CLEAR CREEK FIRE AUTHORITY, hereinafter referred to as “Clear Creek,” and CITY OF BLACK HAWK, COLORADO hereinafter referred to as the “City” (Clear Creek and the City hereinafter being referred to jointly as “Parties” and singularly as “Party”):

WITNESSETH

WHEREAS, Clear Creek was established by an intergovernmental agreement to provide fire protection services within and beyond Clear Creek County and is organized pursuant to the provisions of the Colorado Constitution, Article XIV, Section 18(2)(a) and (b) and Section 29-1-203, C.R.S.; and

WHEREAS, the City is a home rule municipal corporation of the State of Colorado located within Gilpin County, Colorado; and

WHEREAS, the Parties determine that in the event of a fire, emergency medical, rescue, and ambulance or hazardous materials incident, each would benefit from the availability of and mutual response by equipment and personnel of the other Party as requested and as provided herein; and

WHEREAS, pursuant to the provisions of the Colorado Constitution, Article XIV, Section 18(2)(a) and (b) and Section 29-1-203, C.R.S., the Parties desire to establish an agreement to provide for mutual aid response of equipment and personnel of each Party to areas within the jurisdiction of the other Party, as provided herein; and

WHEREAS, establishment of a mutual aid agreement will serve a public purpose and will promote the health, safety, security and general welfare of the inhabitants and visitors of the Parties and the State of Colorado.

NOW, THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth hereinafter, the Parties agree as follows:

1. Definitions. The following terms as used in this Agreement are defined as follows:

(a) “Assisting Party” means a Party providing or requested to provide Mutual Aid within the jurisdictional boundaries of a Requesting Party.

(b) “Emergency Incident” means a fire, emergency medical, rescue, and ambulance or hazardous materials incident requiring an emergency response by a Party.

(c) “Mutual Aid” means assistance provided by an Assisting Party to an actual or reported Emergency Incident within the jurisdictional boundary of a Requesting Party, based upon a specific request by a Requesting Party.

(d) “Requesting Party” means a Party within whose jurisdiction a Mutual Aid incident occurs and who is assisted by or has requested assistance of an Assisting Party.

(e) “Mutual Aid Incident” means an actual or reported Emergency Incident within the jurisdictional boundaries of a Requesting Party which requires the provision of apparatus, equipment or personnel over and above that available for response by such Party.

2. Response Levels.

(a) Mutual Aid. In the event of a Mutual Aid Incident, the Incident Commander on scene or highest ranking operations officer on duty for the Requesting Party shall request such additional apparatus, equipment and/or personnel to be provided by the Assisting Parties as deemed reasonably necessary. The Assisting Parties shall provide the apparatus, equipment, and personnel, as available and as requested by the Requesting Party, and as deemed available by the Assisting Party.

(b) Assisting Party’s Discretion. Should any Party have personnel or resources already committed to an Emergency Incident, either within or without its jurisdiction, or otherwise unavailable, which in its sole discretion prevents it from providing Mutual Aid and also providing an adequate level of service and protection within its own jurisdiction, it shall promptly notify its dispatcher or the other Parties and shall be released from all or a portion of its Mutual Aid responsibilities until its personnel and resources are adequate and available. When available personnel and equipment return to adequate levels, the Assisting Party shall notify its dispatcher or other Parties to return to Mutual Aid dispatching.

(c) Governing Body Authorization. Mutual Aid shall be provided without regard to political boundaries and in full compliance with the terms and conditions of this Agreement. Mutual Aid by any Party as provided herein is hereby approved by the respective governing bodies of the Parties, and such responses to specific Emergency Incidents shall require no further approval by the governing bodies of any Party.

(d) Pre-Existing Obligations. Nothing herein shall limit the Emergency Incident duties of any Party within its respective jurisdiction, or any other aid agreements any Party may have with any other Party or entities.

3. Dispatching. The Parties shall notify their respective dispatching entities of this Agreement and the need to dispatch equipment and personnel in accordance with the provisions of this Agreement. Dispatching of Assisting Parties rendering Mutual Aid shall be only upon the specific request of the Incident Commander on scene, or highest ranking operations officer of the Requesting Party on duty.

4. Mutual Aid Command.

(a) The general command of a Mutual Aid Emergency Incident shall be vested in the Incident Commander in accordance with the Colorado Incident Command System, regardless of the jurisdiction of his/her origin.

(b) Command of patient care at a Mutual Aid incident shall be vested in and carried out by the "Lead Paramedic/EMT," defined as the first paramedic or emergency medical technician to arrive at the incident scene, regardless of jurisdiction of origin, until such person turns over patient care command to another paramedic or emergency medical technician.

(c) All Emergency Incident operations and activities shall be coordinated with the Incident Commander. At no time shall any Party involved in a Mutual Aid incident be expected to operate contrary to standing orders or policies of its own jurisdiction or physician advisor.

(d) A Party providing Mutual Aid shall be released from service when the Incident Commander determines its services are no longer needed.

5. Wildland Fire. The request or provision of Mutual Aid pursuant to this Agreement associated with a wildland fire shall not constitute a determination by any Party that a wildland fire exceeds the capabilities of the Party to control or extinguish, so as to transfer the responsibility and coordination of such wildland fire to the County Sheriff pursuant to Section 29-22.5-103(2), C.R.S. Such determination shall be made solely in the discretion of the Party within whose jurisdiction the wildland fire occurs.

6. Maintenance of Organization. Each Party is expected to maintain its personnel, apparatus, and equipment and organize its Emergency Incident response methods so as to be capable of responding adequately to ordinary and recurring Emergency Incidents arising within its boundaries. No Party shall expect, nor shall any Party be required to respond to Emergency Incidents occurring within a Party's jurisdiction which Party has failed to adequately organize Emergency Incident response methods, personnel, apparatus, and equipment to meet ordinary and recurring demands arising within its jurisdiction.

7. Compensation and Reimbursement. The Parties agree that the services to be provided hereunder to each other are of equal value. All Mutual Aid rendered under this

Agreement shall be without charge to any Party. Each Party shall have the right to seek compensation or reimbursement and bill any person or agency not a Party for services provided pursuant to this Agreement, in accordance with its own billing policies and as authorized by law.

8. Training and Planning. The Parties may schedule and provide joint training exercises involving the personnel of other Parties. The Parties shall attempt to coordinate pre-incident response planning and long-term capital acquisition and improvement to maximize response capabilities and beneficial use of public resources.

9. Additional Actions. The Fire Chief of Clear Creek and the City Manager of the City are directed to take all actions necessary to carry out the terms of this Agreement, including, if necessary, revising radios and communications equipment so that the Parties have a common communications capability. The Parties shall cooperate with each other during and until completion of any Emergency Incident investigation and shall report all such information to the Requesting Party. Each Party shall be responsible for obtaining the information necessary for completion of its own Emergency Incident report and shall exchange that information with all other Parties present at the Emergency Incident. Information pertaining to insurance, statistics for loss data, arson investigation and other emergency response statistics shall be gathered and made available to the other Party by the Requesting Party. All protected health information shall be subject to HIPAA privacy requirements.

10. Personnel and Equipment. Each Party shall remain responsible for the payment of salary, wages, or other compensation or reimbursement of its own personnel utilized in a Mutual Aid incident, and all costs associated with use of their own equipment and apparatus. The personnel and equipment of any Party providing Mutual Aid shall be insured by the liability, workers' compensation, or other insurance of their own agency. Each Party shall be responsible for its own consumable equipment and supplies, including fuel, which may be consumed as part of a Mutual Aid incident.

11. Liability to Third Persons. Each Party assumes full responsibility and liability for any and all injuries to, and damages to real or personal property of, persons not a party to this Agreement that occur during a Mutual Aid incident, caused by that Party, its volunteers, servants, agents, or employees. Nothing contained in this Agreement shall be construed as a waiver of the protections of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., and the Parties reserve all of their rights under said Act. It is the intent of this provision to contractually reallocate liability for damages from that provided by Section 29-5-108, C.R.S.

12. Waiver. Each Party ("first Party") assumes full responsibility and liability, and waives all claims it may have against each other Party ("second Party"), for any and all damages to the equipment of the first Party, and for personal injuries and damages to real or personal property of the first Party's volunteers, servants, agents, or employees,

whether caused by the second Party or a person not a party to this Agreement, that occur during the course of a Mutual Aid incident, except for damages and injuries caused by the willful and wanton actions, or intentionally tortious conduct of second Party. It is the intent of this provision to contractually reallocate liability for damages from that provided by Section 29-5-108, C.R.S.

13. No Third-Party Rights. Nothing in this Agreement shall be deemed to create or give rise to any rights, claims or causes of action in any person or entity except the Parties.

14. Prior Agreements. This Agreement shall supersede all prior agreements regarding Mutual Aid by, for and/or between Parties.

15. Effective Date and Term. This Agreement shall become effective between the signatories of this Agreement at 0:00 hours of the first day of the first month following execution by two or more Parties, regardless of whether or when all Parties may execute this Agreement. The term of this Agreement shall be through the end of the year in which it is entered, and this Agreement shall be automatically renewed for additional one (1) year terms unless terminated by written notice, such notice given not less than sixty (60) days prior to the end of the year, unless otherwise agreed by the Parties.

16. Annual Appropriations. Notwithstanding the provisions of this Agreement to the contrary, the terms and obligations of this Agreement are subject to annual appropriations by the Parties so as to not create a multiple fiscal year obligation pursuant to Article X, Section 20 of the Colorado Constitution.

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

18. Notices. Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by certified mail postage prepaid to the Parties at the following addresses:

19.

Clear Creek Fire Authority
Attn: Fire Chief
681 County Road 308
Dumont, CO 80436

City of Black Hawk
Attn: City Manager
201 Selak Street
Black Hawk, CO 80422

20. Amendments. This Agreement may be amended only by written document signed by the Parties.

21. Severability. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be changed thereby.

22. Duplicate Original. This Agreement shall be executed in two counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

CLEAR CREEK FIRE AUTHORITY

By _____
Kelly Babeon, Fire Chief

Attest:

Maria Flecksing,
Administrative Assistant

CITY OF BLACK HAWK, COLORADO

By _____
David D. Spellman, Mayor

Attest:

Melissa Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: IGA for Mutual Aid Agreement with Clear Creek Fire Authority

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

MOTION TO APPROVE: Council Bill 11, An Ordinance approving a mutual aid agreement between the City of Black Hawk and the Clear Creek Fire Authority.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Currently the City does not have a formal agreement for providing mutual aid resources to and with the Clear Creek Fire Authority. Clear Creek County borders our response area on the south end of Hwy 119 towards I70 which is a major transportation corridor for visitors to our community. In addition, the Clear Creek Fire Authority has the closest aerial apparatus to assist the City.

AGENDA DATE: April 8, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

CITY MANAGER APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Fire Chief Don Taylor

DOCUMENTS ATTACHED: Yes

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



Don Taylor, Fire Chief/Emergency Manager

Jack D. Lewis, City Manager

COUNCIL BILL 12

ORDINANCE 2015-12

**AN ORDINANCE APPROVING
AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE
CITY OF BLACK HAWK, THE
CITY OF CENTRAL AND THE
TIMBERLINE FIRE
PROTECTION DISTRICT
REGARDING THE USE OF
CERTAIN EQUIPMENT**

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB12

ORDINANCE NUMBER: 2015-12

TITLE: **AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK, THE CITY OF CENTRAL AND THE TIMBERLINE FIRE PROTECTION DISTRICT REGARDING THE USE OF CERTAIN EQUIPMENT**

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

Section 1. The City of Black Hawk hereby approves the Intergovernmental Agreement between the City of Black Hawk, the City of Central and the Timberline Fire Protection District regarding the Use of Certain Equipment, 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 8th day of April, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
BLACK HAWK, THE CITY OF CENTRAL AND THE TIMBERLINE FIRE
PROTECTION DISTRICT REGARDING THE USE OF CERTAIN EQUIPMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2015, by and between the CITY OF BLACK HAWK, COLORADO, a Colorado home rule municipality ("Black Hawk"), the CITY OF CENTRAL, COLORADO, a Colorado home rule municipality ("Central City") and TIMBERLINE FIRE PROTECTION DISTRICT, a fire protection district authorized pursuant to Title 32 of the Colorado Revised Statutes (the "District"), collectively, the Parties or individually a Party.

WHEREAS, C.R.S. § 29-1-203 authorizes governmental entities to enter into mutual aid agreements and to cooperate or contract with one another to provide any function or service that each is lawfully authorized to provide; and

WHEREAS, Black Hawk, Central City, and the District, have determined that it is in the best interests of each party, and of the residents and property owners within the jurisdictions of each party, to jointly utilize an Air and Light Trailer (the "Equipment").

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between each of the parties as follows:

1. Ownership of the Equipment/Insurance/Claims.

The Equipment was purchased using grant funds requiring the Equipment to be available for use within the region; however, for legal purposes the Equipment is solely owned by the District. The District shall provide insurance coverage for the Equipment, provided, however, that each Party shall be responsible for any claims, damages or liability caused as a result of that Party's negligent act or omission while operating the Equipment, and Black Hawk and Central City agree, to the extent permitted by law and subject to the immunities, limitations, defenses and other protections afforded to Black Hawk and Central City under the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., *et seq.*, to defend and hold harmless the District against any and all such claims, damages or liabilities.

2. Description/Storage/Maintenance of Equipment.

The Equipment is more specifically described as an air compressor, cascade system and fill station used to refill Self Contained Breathing Apparatus (SCBA) bottles along with a mast mounted scene light. The Equipment shall be stored at the District's Station 3 located at 660 Highway 46, Black Hawk, Colorado (the "Facility"). The District shall be responsible for performing routine maintenance and air quality testing of the Equipment. The District will pay the costs of the annual maintenance and routine air quality testing. Fuel and other normal use costs shall be paid by the agency utilizing the Equipment. Any repairs to the Equipment that go beyond normal and routine

EXHIBIT A

maintenance shall be the responsibility of the Party which causes damage or the need for repair to the Equipment.

3. Access to and Use of Equipment

The Parties shall each have access to the Equipment at any time. Advance permission to use the Equipment is not needed during an emergency. For nonemergency use, the requesting Party shall contact the District Chief or Business Manager to request use. Use shall be granted unless there is a previous request that has been granted for the same time period. The Party utilizing the Equipment shall provide a tow vehicle suitable to tow the Equipment safely. The Equipment shall be returned as soon as possible after the incident or event. The District may provide resources to deliver and/or operate the Equipment if they are available and as determined on a case by case basis. The Equipment shall be returned in full operational mode with fuel and lubricants full along with cascade system being fully charged.

The District shall provide door access codes to the Facility to the Fire Department Chiefs, for the sole purpose of accessing the Equipment, who shall be responsible for providing notice of the codes, and ensuring security of those codes within their agencies (i.e., ensuring codes are not released to any third party, including outside agencies). The District shall provide new codes prior to the codes being changed and indicating the date when the code will change whenever a change is deemed necessary by the District.

4. Training

“Train the Trainer” along with operations training will be provided to all Parties. At least one “Train the Trainer” class and 5 operations classes will be provided by the District and/or its vendor when the Equipment is placed into service. Each year thereafter, the District will provide at least one operations training class.

5. Term; Termination.

- a. The initial term of this Agreement shall be through and until December 31, 2015.
- b. This Agreement shall renew automatically on January 1 of each year under the same terms and conditions set forth herein unless any Party provides at least thirty (30) days' advance written notice of non-renewal to the other Parties. In the event one Party desires not to renew the Agreement, the other Parties may negotiate a separate Agreement permitting the continuance of the Agreement as between the remaining Parties.
- c. In addition, any Party shall have the right to terminate this Agreement at any time for any reason by providing the other Parties with ninety (90) days' advance written notice of its desire to terminate this Agreement, and subject to the rights of the non-terminating Parties to attempt to negotiate a means to continue the Agreement as between the remaining Parties

EXHIBIT A

following termination by the one Party.

6. Notices.

Any notices or demand under which the terms of this Agreement and under any statute must or may be given or made by a Party shall be in writing and shall be given or made by personal service, first class mail, email, or by certified or registered mail to the Parties:

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

Timberline Fire Protection District
660 Highway 46
Black Hawk, CO 80422

City of Central
PO Box 249
141 Nevada Street
Central City, CO 80427

7. Entire Agreement.

This Agreement contains the entire agreement between the Parties and no modifications to this Agreement shall be effective unless in writing and signed by the other Parties.

8. Assignment.

No party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other parties.

9. Severability.

Should any provision of this Agreement be declared null and void by a court of competent jurisdiction, such provision shall be deemed severed and the remaining provisions of the Agreement shall remain in effect.

10. Counterpart Execution.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

EXHIBIT A

IN WITNESS WHEREOF, this Agreement is executed by the City of Black Hawk, the District, and the City of Central as of the date first above written.

CITY OF BLACK HAWK, COLORADO

By: _____

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

TIMBERLINE FIRE PROTECTION DISTRICT

By: _____

Jim Crawford, President

ATTEST:

Paul Ondr, Secretary

CITY OF CENTRAL, COLORADO

By: _____

Ron Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: IGA between the City of Black Hawk, the City of Central and the Timberline Fire Protection District regarding the use of certain Timberline Fire Protection District Equipment, in particular an Air/Light support trailer.

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

MOTION TO APPROVE Council Bill 12, An ordinance approving an intergovernmental agreement between the City of Black Hawk, The City of Central and the Timberline Fire Protection District regarding the use of certain equipment.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Timberline Fire Protection District received a grant from the North Central All Hazards region to purchase an Air/Light support trailer. The grant was written as a regionally available piece of equipment with the grant requirement of accessibility and utilization by all Gilpin County Fire Departments. The trailer will be available for the fire department to utilize for on scene lighting and filling of air bottles.

AGENDA DATE: April 8, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

CITY MANAGER APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Fire Chief Don Taylor

DOCUMENTS ATTACHED: Yes

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



Don Taylor, Fire Chief/Emergency Manager



Jack D. Lewis, City Manager

RESOLUTION 29-2015
A RESOLUTION
APPROVING THE
CONTRACT TO BUY AND
SELL REAL ESTATE
BETWEEN THE CITY OF
BLACK HAWK AS BUYER
AND THE BLAKE FAMILY
LLC AND THE BOBTAIL
TUNNEL LLC
COLLECTIVELY AS THE
SELLER

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 29-2015

TITLE: A RESOLUTION APPROVING THE CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF BLACK HAWK AS BUYER AND THE BLAKE FAMILY LLC AND THE BOBTAIL TUNNEL LLC COLLECTIVELY AS THE SELLER

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

Section 1. The Contract to Buy and Sell Real Estate between the City of Black Hawk as Buyer and the Blake Family LLC and the Bobtail Tunnel LLC collectively as the Seller, 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 8th day of April, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CONTRACT TO BUY AND SELL REAL ESTATE

, 2015

1. **PARTIES AND PROPERTY.** The City of Black Hawk, Colorado (Buyer), agrees to buy, and Blake Family, LLC a Colorado limited liability company and Bobtail Tunnel, LLC, a Colorado limited liability company, as their interests may appear (collectively, "Seller"), agrees to sell, on the terms and conditions set forth in this contract, the following described real estate in the County of Gilpin, Colorado, to wit:

See: **Exhibit A** (as to Blake Family, LLC ownership) (Including all mineral interests); and **Exhibit B** (as to Bobtail Tunnel, LLC ownership) (Including all mineral interests)

attached hereto and incorporated herein by this reference,

together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto (collectively Exhibits A and B constitute the "Property").

2. **INCLUSIONS/EXCLUSIONS.** The purchase price includes the following items (a) if attached to the Property on the date of this contract: lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, water softeners, smoke/fire/burglar alarms, security devices, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), and garage door openers including Q remote controls; (b) if on the Property whether attached or not on the date of this contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, all keys. The above-described included items ("Inclusions") are to be conveyed to Buyer by Seller by bill of sale at the closing, free and clear of all taxes, liens and encumbrances, except as provided in Section 10. The following attached fixtures are excluded from this sale: n/a

3. **PURCHASE PRICE AND TERMS.** The purchase price shall be One Million, Eight Hundred, Fifty Thousand Dollars (\$1,850,000.00), paid by Buyer at closing in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified

check, savings and loan teller's check, and cashier's check ("Good Funds").

4. NOT ASSIGNABLE. This contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

5. EVIDENCE OF TITLE. Seller shall furnish to Buyer, a current commitment for owner's title insurance policy in an amount equal to One Million, Eight Hundred, Fifty Thousand Dollars (\$1,850,000.00), on or before April 24, 2015 ("Title Deadline"). The cost of said title policy shall be shared equally between buyer and seller.

Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions ("Exceptions") in the title insurance commitment also be furnished to Buyer at Seller's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The title insurance commitment, together with any copies or abstracts of instruments furnished pursuant to this Section 5, constitute the title documents ("Title Documents"). Buyer, or Buyer's designee, must request Seller, in writing, to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than 5 calendar days after Title Deadline. If Seller furnishes a title insurance commitment, Seller will pay the premium at closing and have the title insurance policy delivered to Buyer as soon as practicable after closing.

6. TITLE.

(a) Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Buyer and given to Seller on or before 10 calendar days after Title Deadline, or within five (5) calendar days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Seller does not receive Buyer's notice by the date(s) specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

(b) Matters Not Shown by the Public Records. Seller shall deliver to Buyer, on or before the Title Deadline set forth in Section 5, true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of Buyer and given to Seller on or before May 5, 2015. If Seller does not receive Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

(c) Right to Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use

reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If Seller fails to correct said unsatisfactory title condition(s) on or before the date of closing, this contract shall then terminate; provided, however, Buyer may, by written notice received by Seller, on or before closing, waive objection to said unsatisfactory title condition(s).

7. AS IS. Seller hereby specifically disclaims any warranty (oral or written) concerning (i) the nature and condition of the Real Estate and its suitability for any and all activities and uses that Purchaser may elect to conduct on the Real Estate; (ii) the manner, construction, condition and state of repair or lack of repair of the Improvements; (iii) the nature and extent of any right-of-way, lien, encumbrance, license, reservation, condition, or otherwise; (iv) the compliance of the Real Estate or its operation with any laws, rules, ordinances or regulations of any government or other body, it being specifically understood that Purchaser shall have full opportunity, during the Inspection Period, to determine for itself the condition of the Real Estate; and (v) any other matter whatsoever except as expressly set forth in this Agreement. The sale of the Real Estate as provided for in this Agreement is made on a strictly "AS IS" "WHERE IS" basis with all faults as of the Closing Date. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL ESTATE, ANY IMPROVEMENTS LOCATED ON THE REAL ESTATE OR ANY SOIL CONDITIONS RELATED TO THE REAL ESTATE. PURCHASER SPECIFICALLY ACKNOWLEDGES THAT PURCHASER IS NOT RELYING ON (AND SELLER HEREBY DISCLAIMS AND RENOUNCES) ANY REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF SELLER OF ANY KIND OR NATURE WHATSOEVER, EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT. FURTHER, PURCHASER, FOR PURCHASER AND PURCHASER'S SUCCESSORS AND ASSIGNS, HEREBY RELEASES SELLER FROM AND WAIVES ANY AND ALL CLAIMS AND LIABILITIES AGAINST SELLER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL CONDITION AT THE REAL ESTATE (OR THE PRESENCE OF ANY MATTER OR SUBSTANCE RELATING TO THE ENVIRONMENTAL CONDITION OF THE REAL ESTATE), INCLUDING, BUT NOT LIMITED TO, CLAIMS AND/OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY HAZARDOUS, TOXIC OR DANGEROUS MATERIALS OR SUBSTANCES LOCATED IN, AT, ABOUT OR UNDER THE REAL ESTATE, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH OR ARISING OUT OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. §9601 ET SEQ. ("CERLA"); THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §6901 ET SEQ. ("RCRA"); AND THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT, 42 U.S.C. §9601 ET SEQ. ("SARA"), OR ANY OTHER CLAIM OR CAUSE OF ACTION (INCLUDING ANY FEDERAL OR STATE BASED STATUTORY, REGULATORY OR COMMON LAW CAUSE OF ACTION) RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO OR AFFECTING THE REAL ESTATE. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT BEFORE CLOSING, SUCH INVESTIGATIONS OF THE REAL ESTATE, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE REAL ESTATE AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE REAL ESTATE AND WILL RELY SOLELY ON SAME AND NOT ON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES, AND

COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, ON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED, AND RELEASED SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, THAT PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, OR MATTERS REGARDING THE REAL ESTATE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, PURCHASER AGREES THAT SHOULD ANY CLEANUP, REMEDIATION, OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE REAL ESTATE BE REQUIRED AFTER THE DATE OF CLOSING, SUCH CLEANUP, REMOVAL, OR REMEDIATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF PURCHASER.

The provisions contained in this Section are a material factor in Seller's acceptance of the Purchase Price and that Seller was unwilling to sell the Real Estate to Purchaser unless Seller was released as expressly set forth above. PURCHASER, WITH PURCHASER'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT AND UNDERSTANDS THEIR SIGNIFICANCE AND EFFECT. PURCHASER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH IN THIS AGREEMENT ARE AN INTEGRAL PART OF THIS AGREEMENT, AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE REAL ESTATE TO PURCHASER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH IN THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS SECTION WILL EXPRESSLY SURVIVE THE CLOSING AND WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS.

8. DATE OF CLOSING. The date of closing shall be May 21, 2015, or by mutual agreement at an earlier date. The hour and place of closing shall be as designated by mutual agreement of the parties.

9. TRANSFER OF TITLE. Subject to tender or payment at closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver title to the mineral interests conveyed hereunder by Quit Claim Deed, and shall deliver title to the property described in exhibit A and Exhibit B Special Warranty Deeds to Buyer, one such Special Warranty deed by Blake Family LLC for the property described in **Exhibit A**, and one such Special Warranty Deed by Bobtail Tunnel LLC for the property described in **Exhibit B**, conveying the Property free and clear of all taxes except the general taxes for the year of closing, and except matters shown by public records satisfactory to Buyer. Blake Family LLC and Bobtail Tunnel LLC shall also each execute a Quit Claim Deed for the entirety of the Property. Title shall be conveyed free and clear of all liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not; except (i) distribution utility easements (including cable TV); (ii) those matters reflected by the Title Documents accepted by Buyer in accordance with subsection 6(a); (iii) those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 6(b); (iv) inclusion of the Property within any special taxing district; and (v) subject to building and zoning regulations.

10. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

11. CLOSING COSTS, DOCUMENTS AND SERVICES. Closing costs, including title policy cost shall be paid one half by Buyer and one-half by Seller. Buyer and Seller shall sign and complete all customary or required documents at or before closing.

12. PRORATIONS. General taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing, rents, water and sewer charges, homeowner's association dues, and interest on continuing loan(s), if any, shall be prorated to date of closing.

13. TIME OF ESSENCE/REMEDIES. Time is of the essence hereof. If any note or check received as earnest money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) IF BUYER IS IN DEFAULT ("Specific Performance"). Seller may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

(b) IF SELLER IS IN DEFAULT: Buyer may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be returned and Buyer may recover such damages as may be proper; or Buyer may elect to treat this contract as being in full force and effect and Buyer shall have the right to Specific Performance or damages, or both.

(c) COSTS AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses.

14. ADDITIONAL PROVISIONS. Additional Provisions are attached as Exhibit C and incorporated by this reference. (The language of these additional provisions has not been approved by the Colorado Real Estate Commission.)

15. RECOMMENDATION OF LEGAL COUNSEL. By signing this document, Buyer and Seller acknowledge that the Selling Company or the Listing Company has advised that this document has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this contract.

16. TERMINATION. In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations.

BUYER CITY OF BLACKHAWK

By:
David D. Spellman, Mayor

Date:

Attest:
Melissa Greiner, City Clerk

**Buyer's Address: P.O. Box 68, Black
Hawk, CO**

SELLER BLAKE FAMILY, LLC A COLORADO LIMITED LIABILITY COMPANY

Date

SELLER BLAKE FAMILY, LLC A COLORADO LIMITED LIABILITY COMPANY

Date April 2, 2015

Seller's Address: P.O. Box 556, Black Hawk, CO 80422

Daniel M. Blake

Diane Rittenhouse
Diane Rittenhouse

R. Kent Blake

SELLER BOBTAIL TUNNEL, LLC A COLORADO LIMITED LIABILITY COMPANY

Date April 2, 2015

Seller's Address: P.O. Box 556, Black Hawk, CO 80422

Daniel M. Blake

Diane Rittenhouse
Diane Rittenhouse

R. Kent Blake

Seller's Address:

Daniel M. Blake

Diane Rittenhouse



R. Kent Blake

SELLER BOBTAIL TUNNEL, LLC A COLORADO LIMITED LIABILITY COMPANY

Date

Seller's Address:

Daniel M. Blake

Diane Rittenhouse



R. Kent Blake

To that certain Contract to Buy and Sell Real Estate dated 2015, by and between Blake Family, LLC a Colorado limited liability company and Bobtail Tunnel, LLC, a Colorado limited liability company, as their interests may appear, as Seller, and the City of Black Hawk, Colorado, as Buyer, regarding the acquisition of the land described herein. To the extent these Additional Provisions conflict with, modify, or supplement other portions of the Contract, the provisions contained in these Additional Provisions shall govern and control the rights and obligations of the parties.

ADDITIONALPROVISIONS (continued):

16. A. Broker Commission: Seller shall be responsible for the payment of the brokerage fee or commission, payable only upon Closing, to the broker engaged by Seller in connection with the transaction contemplated in this Agreement (the "Seller's Broker"). Except for the Seller's Broker, each party represent to the other party that no other brokers were involved in connection with this Agreement or the transaction contemplated in this Agreement.

16. B. Closing Costs:

16. C. Facsimile Signatures: Facsimile signatures are acceptable.

16. D. Counterparts: This Contract may be executed in any number of counterparts, each of which shall be considered an original for all purposes, and all of which when taken together shall constitute one and the same Contract.

16. E. Notices: Any notice which a party desires or is required to give hereunder shall be in writing and shall be deemed given when delivered personally to each party, delivered by facsimile, or deposited in the United States mail, postage prepaid, either registered or certified, return receipt requested, to the parties at the following addresses:

Seller: Blake Family, LLC a Colorado limited liability company; and Bobtail Tunnel, LLC, a Colorado limited liability company

Daniel M. Blake
17748 W 59th Pl
Golden, CO 80403

S. Diane Rittenhouse
P.O. Box 556

Black Hawk, CO 80422

R. Kent Blake
P.O. Box 619
Black Hawk, CO 80422

Richard Campbell
270 St. Paul St
Suite 200
Denver, CO 80206

Sam Perry
8992 Meadow Hill Circle
Lone Tree, CO 80124

Buyer: The City of Black Hawk
 Attn: Jack D. Lewis, City Manager
 P.O. Box 68
 Black Hawk, Colorado 80422

16. F. Next Business Day: In the event any date described herein for payment or performance of the provisions hereof falls on a Saturday, Sunday or legal holiday, the time for such payment or performance shall be extended to the next business day.
- 16.G. Entire Document: Seller and Buyer acknowledge that there are no statements, warranties, or representations between them that are not included in this agreement, and this agreement shall not be modified or changed in any manner, unless in writing, and executed by all the parties hereto.
16. H. Survival of Contract Provisions: To the extent that the provisions herein set forth require performance to be completed subsequent to the closing, such provisions shall survive the closing and be binding upon the parties hereto, and shall not merge into the deed or deeds to be delivered in accordance with this Contract.
- 16.I. (Intentionally Deleted)

Seller makes the following representations and warranties which are true and accurate as of the Effective Date and as of Closing:

- (a) To Seller's actual knowledge, no litigation is pending, threatened or likely with respect to the Property, Seller's interest therein, or which would inhibit Seller's ability to consummate the transaction contemplated in this Agreement.
- (b) Except as disclosed to Buyer in writing, to the actual knowledge of Seller there are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.

(c) The individual signing this Agreement on behalf of each Seller has the authority to bind the Seller to the agreements set forth herein.

16. J. Inspection: Seller shall allow Buyer and all authorized representatives of Buyer to enter upon the property during normal business hours from time to time prior to closing in order to inspect the property, to conduct soil tests, well drilling, and other developmental drilling, studies or tests. If any mechanic's lien is indirectly claimed under, by or through Buyer, Buyer shall cause same to be discharged of record (whether by payment and release or by bonding over it pursuant to statute) within twenty (20) days after it was recorded.

17. Removal of personal property. Buyer shall have until June 30, 2015, to remove all personal property presently on the premises.

SELLER:

Blake Family, LLC a Colorado limited liability company; and

Daniel M. Blake

Diane Rittenhouse



R. Kent Blake

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Bobtail Tunnel, LLC, a Colorado limited liability company

Daniel M. Blake

Diane Rittenhouse



R. Kent Blake

BUYER:

The City of Black Hawk, Colorado

By: _____ David D. Spellman, Mayor

Attest: _____

Melissa A. Greiner, City Clerk

{00086835.DOCX / 1}

~~explosives, petroleum (including crude oil) or any fraction thereof, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, asbestos, formaldehyde compounds, PCBs, radon, and any other substances defined as or included in the definition of toxic or hazardous substances, wastes, or materials under any federal or applicable state or local laws, ordinances, or regulations dealing with or otherwise pertaining to toxic or hazardous substances, wastes, or materials.~~

In addition, Seller makes the following representations and warranties which are true and accurate as of the Effective Date and as of Closing:

- (a) To Seller's actual knowledge, no litigation is pending, threatened or likely with respect to the Property, Seller's interest therein, or which would inhibit Seller's ability to consummate the transaction contemplated in this Agreement.
- (b) Except as disclosed to Buyer in writing, to the actual knowledge of Seller there are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.
- (c) The individual signing this Agreement on behalf of each Seller has the authority to bind the Seller to the agreements set forth herein.

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SELLER:

Blake Family, LLC a Colorado limited liability company; and

Daniel M. Blake



Diane Rittenhouse

R. Kent Blake

Bobtail Tunnel, LLC, a Colorado
limited liability company

Daniel M. Blake



Diane Rittenhouse

R. Kent Blake

BUYER:

The City of Black Hawk, Colorado

By: _____
David D. Spellman, Mayor

Attest: _____
Melissa A. Greiner, City Clerk

**CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION**

SUBJECT: Resolution requesting approval of a Contract to Buy and Sell Real Estate.

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

MOTION TO APPROVE Resolution 29-2015, a Resolution Approving the Contract to Buy and Sell Real Estate between the City of Black Hawk as Buyer and the Blake Family LLC and the Bobtail Tunnel LLC Collectively as the Seller.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Contract to purchase certain properties from the Blake Family LLC and the Bobtail Tunnel LLC collectively.

AGENDA DATE: April 8, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: TBA

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Jack Lewis, City Manager

DOCUMENTS ATTACHED: Contract to Buy and Sell

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:



Jack D. Lewis, City Manager

RESOLUTION 30-2015
A RESOLUTION
APPROVING THE
AGREEMENT OF LEASE
BETWEEN THE CITY OF
BLACK HAWK AND I'LL
MAKE YOU FAMOUS
TATTOOS, LLC

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 30-2015

**TITLE: A RESOLUTION APPROVING THE AGREEMENT OF LEASE
BETWEEN THE CITY OF BLACK HAWK AND I'LL MAKE YOU
FAMOUS TATTOOS, LLC**

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

Section 1. The Agreement for Lease between the City of Black Hawk and I'll Make
You Famous Tattoos, LLC, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is
authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 8th day of April, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

AGREEMENT OF LEASE

THIS LEASE is made and entered into this _____ day of _____, 2015, by and between the City of Black Hawk (“Lessor”) and I’ll Make You Famous Tattoos, LLC (“Lessee”).

ARTICLE 1 - DEFINITIONS

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

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

1.2 “Premises” means the property with an address of 430 Gregory Street, Black Hawk, Colorado 80422, and commonly known as “The Graham House”.

ARTICLE 2 - LEASED PREMISES

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

ARTICLE 3 - TERM AND RENT

3.1 Term of the Lease. The term of this Lease shall commence on April 9, 2015, and shall expire on April 30, 2018.

3.2 Holding Over. If Lessee remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein. A hold over monthly rental payment of the most recent monthly rent plus the current annual Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers shall be paid by Lessee to Lessor in advance on the first (1st) day of each calendar month in which the hold over continues.

3.3 Rent. Lessee shall pay rent to Lessor in the amount of one hundred dollars (\$100.00) per month for the first twelve months of this Lease, plus the cost of any utilities associated with the use of the Premises, including, but not limited to, gas, electricity, telephone, and water and sewer utility charges. Lessee shall also pay any possessory taxes which may be assessed against the Premises. Commencing on the one year anniversary of this lease and on each annual anniversary

thereafter during the lease term, the rent shall be adjusted to include the most recent annual Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers.

3.4 Damage Deposit. Lessee shall upon execution of this Lease provide a deposit in the amount of Five Hundred Dollars (\$500.00) as security against damage to the Premises, normal wear and tear excepted.

3.5 Common Area Maintenance Fee (CAM Fee). Lessee agrees to pay monthly Common Area Maintenance Fees (CAM Fees) assessed by the Lessor. The CAM Fees offset the cost of maintenance of the common areas within Mountain City and are assessed equally to 420, 430, 440, 450, 460 and 470 Gregory Street.

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

ARTICLE 4 - USE OF PREMISES AND TENANT IMPROVEMENTS

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

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

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

4.4 Lessee shall not suffer nor permit any mechanic's liens or public works claims to be filed against the Premises by reason of work, labor, service or materials supplied or claimed to have been supplied to Lessee as a result of an agreement with, or the assent of Lessee. Nothing in this Lease shall be construed as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance

of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part thereof. Nothing in this Lease shall be construed as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens or public works claims against Lessor's interest in the Premises. If any such mechanic's lien or public works claims shall at any time be filed against the Premises, Lessee shall cause the same to be discharged of record within thirty (30) days after the date Lessee has knowledge of such filing. If Lessee shall fail to discharge such mechanic's lien or public works claims within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien. However, Lessee shall not be required to pay or discharge any such mechanic's lien or public works claims so long as Lessee shall in good faith proceed to contest the same by appropriate proceedings; provided, however, Lessee shall give notice in writing to Lessor of its intention to contest the validity of such lien and/or claim.

ARTICLE 5 - RIGHT OF ENTRY

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

ARTICLE 6 - INDEMNIFICATION

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

ARTICLE 7 - INSURANCE

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

7.2 All policies or insurance provided for in Section 7.1 shall be issued by solvent and responsible insurance companies licensed to do business in the State of Colorado with a general policy holder's rating of not less than "A" and a financial rating of "AAA", as rated in the most current available "Bests" Insurance Reports, and qualified to write such policies in the State of Colorado. Each such policy shall be issued in the names of Lessor and Lessee, and their designees. Said policies shall be for the mutual and joint benefit and protection of Lessor and Lessee, and such

policy of insurance, or a certificate thereof, shall be delivered to each of Lessor and any such other parties in interest prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent. All such policies of insurance shall contain provisions that (a) the company writing said policy will give to Lessor and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellations or lapses, or the effective date of any reduction in the amounts of insurance; and (b) the insurer waives the right of subrogation against Lessor and against Lessor's agents and representatives. All such public liability, property damage and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which Lessor may carry. All such public liability and property damage policies shall contain a provision that Lessor and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Lessee. Lessee's failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder, entitling Lessor to exercise any or all of the remedies provided in this Lease in the event of Lessee's default.

ARTICLE 8 - REMEDIES UPON DEFAULT

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

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

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

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

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

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

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

ARTICLE 9 - SUCCESSORS

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

ARTICLE 10 - SPECIAL COVENANTS OF LESSEE

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

ARTICLE 11 - SURRENDER OF PREMISES

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

ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 Captions; Attachments.

12.1.1 The captions of the articles and sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

12.1.2 Exhibits attached hereto, and addenda and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

12.2 Entire Agreement. This instrument, along with any exhibits and attachments hereto, constitute the entire agreement between Lessor and Lessee relative to the Premises and the

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

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

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

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

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

To Lessee: I'll Make You Famous Tattoos, LLC
Attn: William Laing
P.O. Box 582
Black Hawk, CO 80422

IN WITNESS WHEREOF, the parties to this Lease have set their hands and seals the day and year first written above.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk



ILLMAKEY01

MWEEDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2015

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 DCInsurers-Mountain PO Box 163 Strasburg, CO 80136	CONTACT NAME: Micki Weeder PHONE (A/C, No, Ext): (720) 524-6959 E-MAIL ADDRESS:	FAX (A/C, No): (303) 420-2882
	INSURER(S) AFFORDING COVERAGE	
INSURED I'll Make You Famous Tattoos, LLC PO Box 582 Black Hawk, CO 80422	INSURER A: Western Heritage	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

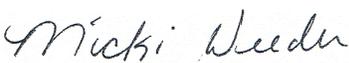
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			77790188	03/31/2015	03/31/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Black Hawk PO Box 68 Black Hawk, CO 80422	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 
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CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Lease of 430 Gregory Street "The Graham House"

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

MOTION TO APPROVE: Resolution 30-2015, A Resolution approving the agreement of lease between the City of Black Hawk and I'll Make You Famous Tattoos, LLC.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

AGENDA DATE: April 8, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Lease Agreement

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:





Lance Hillis, Finance Director

Jack D. Lewis, City Manager

RESOLUTION 31-2015
A RESOLUTION
APPROVING THE
ADDITION OF A NEW
POSITION WITHIN THE
BLACK HAWK FIRE
DEPARTMENT

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 31-2015

**TITLE: A RESOLUTION APPROVING THE ADDITION OF A NEW POSITION
WITHIN THE BLACK HAWK FIRE DEPARTMENT**

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

Section 1. The Board of Aldermen hereby approves the addition of the new civilian
position of Fire Inspector within the Black Hawk Fire Department.

RESOLVED AND PASSED this 8th day of April, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Fire Inspector position

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

MOTION TO APPROVE Resolution 31-2015, A resolution approving the addition of a new position within the Black Hawk Fire Department.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The fire department conducts fire inspections for all commercial and City buildings in Black Hawk. After the prior inspector was placed in an operational position, the position was not retained. Existing staff is not able to keep up with the demand for inspections, plans reviews, consultations, code enforcement etc. Request is to hire a full time fire inspector to perform these duties.

AGENDA DATE: April 8, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: New Fees and General Revenue

CITY MANAGER APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Fire Chief Don Taylor

DOCUMENTS ATTACHED: Yes

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



Don Taylor, Fire Chief/Emergency Manager

Jack D. Lewis, City Manager



City of Black Hawk
Fire Inspector
Request for Hiring: Staff Report
April 8, 2015

Don Taylor MPA MEP NRP
City of Black Hawk Fire Department
Fire Chief/Emergency Manager



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Introduction:

This staff report is developed to provide background information in regards to the City of Black Hawk Fire Department fire inspections program and to request the currently vacant fire inspector position to be filled. This is to include an honest evaluation of the completion of inspections, the impact on department operations, and the efforts to increase department capabilities. The end of the body of this report provides estimated costs to address the issue.

Current Inspection Status:

Over the time period that gaming has been in operation in Black Hawk the fire department has had the responsibility of performing yearly fire inspections, plans reviews and compliance monitoring. While prior to May 2012 my understanding is that prior fire administration agreed to this arrangement with the State but there is no existing agreement that can be located. Until recently the City was the only gaming community which performed these functions. Central City utilizes the State for fire inspections and Cripple Creek has recently converted from the State to utilization of a fire department inspector for these functions.

When I was hired in 2012, annual inspections were performed by Captain Cheek. This was his primary responsibility and his focus was on plans reviews and annual inspections. Compliance issues were only addressed as time permitted. This arrangement led to many daily functions not being completed successfully and significantly impacted department operations.

The City consists of 18 casinos, 7 parking garages, 6 hotels, approximately 20 city buildings and numerous small businesses totaling over 3,650,000 square feet. (Appendix A) In our review of this square footage, complexity of the inspections and type of occupancy, it is estimated that initial boots on the ground inspections of these facilities is about 300 hours and follow up inspections would be about 150 hours. (Appendix A) This does not include the paperwork obligations in regards to record keeping and reports. In addition, plans reviews vary between 30-40 per year on average, with these taking anywhere from one to eight hours depending on the complexity. During 2014 approximately 35 plans were submitted for initial review and subsequent follow up. (Appendix B)

Additionally, 229 Temporary Fire Watch permits were issued and tracked in 2014 to ensure compliance, DRC meetings were attended on a weekly basis, multiple compliance issues were addressed and consultations performed. After reviewing these commitments it is estimated that 40-44 hours per week is spent by the department accomplishing the above.



During 2014 the fire department made every effort to accomplish the yearly inspections but was not totally successful. In review of the inspection records, inspections that were not completed in 2014 were accomplished in 2013 and are either completed or are scheduled to be completed in the first half of 2015. It is the nationally accepted standard every commercial occupancy is inspected on a yearly basis with the necessary follow ups to ensure compliance. The State currently requires all gaming establishments to provide proof of successful inspection yearly.

It should be noted that efforts have been made by the department to increase its capabilities to perform inspections through the addition of three staff members achieving the basic fire inspector certification. While this provides additional capabilities for basic inspections, all plans reviews have to be done by Captain Cheek, due to State certification, and if the inspection involves a fire suppression system (new or modified) the inspection must be accomplished by Captain Cheek or me due to our advanced certifications.

Inspections are severely constrained by shift responsibilities to include emergency response, training and other commitments. Most notably crews must arrange for a facility representative to be present to allow access to secure areas and if the crew has to leave for another commitment, these arrangements must be remade. Additionally some of these inspections entail multiple hours and days which would require extensive overtime or partial inspections being turned over to another inspector losing consistency and further complicating daily operations.

Customer service has also become an issue with contractors having to wait for plans reviews and inspections during projects. Current department policy is five days advance notification for inspections and ten days to complete a plans review. While we do our best to exceed this guideline we do run into delays which effect the construction process due to either the necessary level of inspector being available or daily work load. Even basic contractor follow ups are at times delayed due to work schedules and Chief availability.

Compliance has become an increasing issue within the City. With multiple responsibilities staff is not able to make unannounced visits and identify compliance issues that directly affect the safety of our visitors. This involves maintenance being performed and fire detection/suppression systems being removed from service without compliance with City code, spaces being utilized in contrast to code requirements, exits being blocked, combustible storage, etc.



There has also been a converse impact on C shift as Captain Cheek has had to focus on the inspections and plans reviews and not been able to maintain a primary focus of his obligations and responsibilities to train and mentor his staff. This has placed undue responsibility on subordinate officers and reduced operational capabilities.

Fire Inspection History:

As stated previously the City has taken the responsibility for all fire inspections and permits required by the adopted International Fire Code and, as applicable, State statutes. This includes all occupancies governed by the adopted code not just gaming areas. These inspections are accomplished to ensure the businesses in the City meet the obligations of the code and provide a safe environment for their customers, staff and visitors. The ability for these businesses to remain open directly impacts the fiscal security of the City and the State. The loss of one of these businesses for even a short period of time due to a code issue or fire can directly impact the City as was demonstrated during the September storms of 2013.

Research has not been able to produce a document which provides evidence of an agreement between the City and the State for the City to perform gaming area inspections and plans reviews. It is my best conclusion that this was a handshake agreement done when the gaming industry came to the City and has just been accepted since. Research into the gaming statutes has also failed to produce evidence of State's authority in this area except for initial fire code adoption, initial opening of the gaming area and technical support if requested by the jurisdiction.

The Fire Inspector position was dissolved in 2007 when the current fire inspector was promoted to Fire Chief. Until my hiring in 2012, the responsibility of inspection and associated duties was transferred to Captain Cheek for the primary responsibility of annual inspections and plans reviews. This was in addition to his shift captain responsibilities.

Budget requests for re-instatement of the inspector position were submitted but not approved in both the 2013 and 2014 budgets. During this time period the department also added three Fire Inspector 1 certifications with existing officers to try to ease some of the burden off of Captain Cheek. This was in addition to me taking upon multiple inspections and consultations in addition to my Fire Chief and Emergency Manager roles.

I also chose to research a potential fee recovery schedule to determine if the cost of an employee could be off set. (Appendix C) While it is not totally feasible to offset the expense of a



Full Time Employee, research from 2014 plans reviews, estimated inspection time and other fees demonstrate a fairly significant estimation of fiscal recovery:

Annual Inspections:	Approx. 250 hours	\$37,500.00
<u>Plans Reviews:</u>	33 in 2014	<u>\$14,500.00</u>
Estimated 2014 Fee Recovery		\$52,000.00

This total potential recovery of \$52,000 is based upon a single year volume. This recovery would vary based upon construction projects and increased compliance with the adopted fire code.

Fire Inspector Roles and Responsibilities:

After reviewing prior responsibilities of the Fire Inspector and what my expectations would be for the employee, I see the following 10 primary areas (as reflected in the job description {Appendix D}):

1. Scheduling of Inspections
2. Performing Annual and Required Inspections to include follow-ups
3. Performing Compliance Inspections to include follow-ups
4. Consultation with business owners, city officials and construction companies
5. Temporary Fire Watch Permit issuance and tracking
6. Plans Reviews
7. Attend and participate in DRC meetings
8. Fire Alarm tracking and correspondence
9. Staff Training
10. Code review and update recommendations

Location of Inspector:

With the addition of a fire inspector either through contract or as a City employee, there is a necessity for a space to perform administrative duties, research and meet with customers. Of the multiple options, the best option is to house the employee at the fire station.

This can be accomplished with some reorganization of the current staff locations and at limited cost. The cost would include some potential modifications to existing space to make another



office. The City Facilities Maintenance Division Supervisor, Rory Miller, has estimated the building costs would be \$3,500 and the work could be done by his staff

Financial Impact:

Obviously there is a financial impact to the addition of a fire inspector to the City employment ranks. There are three options to include with the recommendation of hiring a City employee for the position. Prior to detailing the costs, I am providing a cost breakdown of equipment necessary for the position in all options and then breaking it down by each.

Administrative:		
	Desktop Computer:	\$ 1,000
	IPad	\$ 500
	Portable Radio:	\$ 1,000
Vehicle:	Offset with existing fleet:	\$ 0
Facility Modifications:		\$ 3,500
Uniforms:	Standard City Uniform Issue:	\$ 500
	Yearly Uniform Allowance:	\$ 500
Personal Protective Equipment: (PPE):		\$ 500
Salary:	Inspector (40 Hr Employee):	\$ 60,787 - \$ 69,905
	Inspector with Benefits:	\$ 80,846 - \$ 92,974

Estimated Costs:

Administrative:	\$ 2,500
Vehicle:	\$ 0
Facility:	\$ 3,500
Uniforms and PPE:	<u>\$ 1,000</u>
Initial Outlay:	\$ 6,000
Salary with Benefits:	\$ 80,846 - \$ 92,974
Total Commitment:	\$ 86,846 - \$ 98,974
(Estimated June 1 Hiring)	\$ 53,133 - \$ 60,203



Ongoing Expenses:

Salary with Benefits:	\$ 80,846 - \$ 92,974
Uniforms:	\$ 500
Vehicle Maintenance:	\$ 1,000
Training:	\$ 1,000
Physical:	<u>\$ 500</u>
Total:	\$ 83,846 – 95,974

*This does not include yearly potential market adjustment

Conclusion:

Fire prevention and code compliance are essential functions of the department to ensure public safety, ensure staff safety and also to keep our primary mechanism of fiscal stability operational on a daily basis. This must be balanced with the essential fire and medical operations which include emergency response, training and education, physical fitness and customer service. While staff exceeds expectations in regards to effort and response capabilities in the end there are only so many tasks the staff can handle in a 48 hour shift rotation. Captain Cheek has performed admirably to attempt to keep up with the plans reviews and contractor questions and the five inspectors (including Captain Cheek and myself) work diligently to keep up with annual inspections, fire watch permits and compliance issues. The truth of the matter is I am at a point where this has become the primary focus of more than one of my officers and the crews suffer through their lack of time and attention for guidance, mentoring and training. We are also seeing the impact on our business owners and contractors as they do not receive the prompt service I would envision to provide. Many times contractor's schedules change and with staff rotations and commitments they are unable to schedule an inspection in a timely fashion. This begins a snowball effect which leads to delays in construction and ultimately impacts their operations.

It is my recommendation, as requested in prior budgets, to reinstate the Fire Inspector position. While it is an additional expense to the City the benefits, in my opinion, outweigh this additional expense. In addition the expense can be at least be partially recouped with the implementation of the proposed fee schedule. A civilian inspector would meet the ten responsibilities as listed within this report and ultimately meet the customer service expectations of the City and our business community.



I appreciate the opportunity to provide this report to you. I understand there is a wealth of information and I attempted to summarize and provide supporting documentation to ensure you have all of the information necessary to make your decision. If I can provide any additional information which will assist you or further explain the complexities of the situation please let me know.

Don Taylor MPA MEP NRP
Fire Chief/Emergency Manager



**Appendix A:
Existing Casinos, Hotels and
Parking Garage
Statistics**

EXISTING CASINOS, HOTELS AND PARKING GARAGE STATISTICS

UPDATED 1/14/15

EXISTING DEVELOPMENT	ADDRESS	BUILDING sq. ft.	CASINO sq. ft.	ADD'L sq.ft.	HOTEL sq. ft.	HOTEL ROOMS	PARKING GARAGE sq. ft.	INSP HRS REQ'D	RE-INSP HRS REQ'D	CO / TCO DATE	FIRE CODE IN EFFECT FOR C/O
Z Casino	101 Black Hawk St.	33,182	33,182	0	0	0	0	7	3.5	07/17/92	
Silver Hawk (Closed 8/21/08)	100 Chase St.	11,705	0	11,705	0	0	0	0	0	07/25/1992	
Z Casino Parking	100 Chase St.	0	0	0	0	0	0	2	1	02/01/96	
Gold Mine Casino (Closed Dec1998)	130 Clear Creek St.	8,923	8,923	0	0	0	0	0	0	10/01/91	
Sasquatch Casino	125 Gregory St.	14,616	14,616	0	0	0	0	3	1.5	05/26/94	
Black Hawk Station	141 Gregory St.	6,211	6,211	0	0	0	0	3	1.5	06/25/92	
Crooks Palace	200 Gregory St.	4,600	4,600	0	0	0	0	2	1	02/14/92	
Eureka (Closed 3/31/08)	211 Gregory St.	3,313	3,313	0	0	0	0	0	0	06/12/92	
Eureka Parking lot expansion	211 Gregory St.	0	0	0	0	0	0	0	0	03/01/95	
Eureka expansion (Closed 3/31/08)	221 Gregory St.	2,472	2,472	0	0	0	0	0	0	10/10/97	
Golden Canary (Closed 12/31/93)	231 Gregory St.	3,833	3,833	0	0	0	0	0	0	04/01/93	
Red Dolly's	530 Gregory St.	11,178	11,178	0	0	0	0	4	2	05/18/92	
Saratoga Casino	101 Main St.	26,659	26,659	0	0	0	0	8	4	02/23/95	
Saratoga Parking Garage	101 Main St.	127,000	0	0	0	0	127,000	5	2.5	03/09/96	
Saratoga Expansion	101 Main St.	21,907	21,907	0	0	0	0	5	2.5	09/22/08	
Rohling Inn (Closed 12/31/97)	101 Main St.	9,197	9,197	0	0	0	0	0	0	01/17/92	
Bull Durham	110 Main St.	6,963	6,963	0	0	0	0	2	1	02/06/93	
Gilpin Hotel	111 Main St.	35,316	35,316	0	0	0	0	6	3	08/12/92	
Gilpin Hotel Expansion	111 Main St.	12,464	12,464	0	0	0	0	2	1	06/24/03	
Wild Card Casino	120 Main St.	7,782	7,782	0	0	0	0	3	1.5	12/22/92	
Canyon Casino	131 Main St.	62,638	62,638	0	0	0	0	6	3	12/24/93	
The Lodge Casino	240 Main St.	272,962	37,248	50,594	26,791	50	151,126	16	8	06/24/98	
The Lodge Parking Structure	240 Main St.	66,174	0	0	0	0	66,174	6	3	11/06/98	
The Lodge Casino - Rotunda Infill	240 Main St.	2,222	2,222	0	0	0	0	1	0.5	11/06/09	
Golden Gates Casino	261 Main St.	11,232	11,232	0	0	0	0	4	2	11/19/92	
Golden Gates Expansion	261 Main St.	3,097	3,097	0	0	0	0	1	0.5	06/15/06	
KMM Parking Garage	255 Main St.	9,330	9,330	0	0	0	41,017	5	2.5	04/23/02	
Mardi Gras Casino	300 Main St.	67,761	28,551	39,467	0	0	0	6	3	03/03/00	
Mardi Gras Expansion	300 Main St.	6,200	6,200	0	0	0	0	3	1.5	08/01/12	
Golden Gulch Casino	321 Main St.	10,989	10,989	0	0	0	0	4	2	01/29/03	
Lady Luck Casino	340 Main St.	44,326	44,326	0	0	0	0	8	4	12/25/93	
Lady Luck Casino Expansion	340 Main St.	16,391	15,342	1,049	0	0	0	3	1.5	01/28/05	
Lady Luck Tower Hotel and Parking	333 Main St.	545,947	0	13,587	83,019	164	449,341	32	16	12/19/05	

EXISTING DEVELOPMENT	ADDRESS	BUILDING sq. ft.	CASINO sq. ft.	ADD'L sq.ft.	HOTEL sq. ft.	HOTEL ROOMS	PARKING GARAGE sq. ft.	INSP HRS REQ'D	RE-INSP HRS REQ'D	CO / TCO DATE	FIRE CODE IN EFFECT FOR C/O
Isle Casino	401 Main St.	435,190	63,994	28,340			342,856	20	10	12/27/98	
Isle Hotel Addition	401 Main St.	130,580	0	0	130,580	238	0	4	2	07/01/00	
Isle of Capri Casino Expansion	401 Main St.	20,245	16,407	3,838	0	0	0	4	2	02/23/05	
Monarch Casino and Parking Garage	444 Main St.	292,786	48,442	32,143	0	0	210,201	16	8	02/01/00	
Ameristar Business Offices	100 Richman St.	7,200	0	7,200	0	0	0	2	1	07/30/92	
Ameristar Casino	111 Richman St.	393,812	129,772	0	0	0	264,040	24	12	12/20/01	
Ameristar Casino Expansion 2nd floor	111 Richman St.	23,779	23,779	0	0	0	0	4	2	03/01/06	
Ameristar Garage Expansion	111 Richman St.	212,483	0	0	0	0	212,483	14	7	12/23/05	
Ameristar Hotel	111 Richman St.	620,692	0	188,260	432,432	536	0	38	19	09/29/09	
TOTAL		3,639,634	758,462	376,183	672,822	988	1,823,221	273	137		



**Appendix B:
2014 Fire Department
Estimated Plans Review Fees**

2014 FIRE DEPARTMENT ESTIMATED PLAN REVIEW FEES

Review #	NEW	Remodel	Sq. ft.	Est. Fee	Description
1		X	1000	\$100.00	MAIN BAR REMODEL
2	X		850	\$100.00	OFFICE
3	X		100	\$100.00	HOOD SUPPRESSION
4		X	32143	\$2107.50	SPRINKLERS
5	X		1400	\$200.00	SPRINKLERS
6	X		1700	\$200.00	SPRINKLERS
7	X		2740	\$400.00	FIRE ALARM
8	X		700	\$100.00	SPRINKLERS
9	X		2250	\$200.00	SUPPRESSION SYS.
10	X		1000	\$100.00	CLEAN AGENT SYS.
11		X	800	\$100.00	CASH CAGE
12		X	48149	\$2907.45	FIRE ALARM SYS.
13		X	1068	\$200.00	CASIINO REMODEL
14		X	2897	\$400.00	INTERIOR REMODEL
15		X	2500	\$400.00	1 ST FLR REMODEL
16		X	4000	\$400.00	EVENT CENTER REMO
17	X		1000	\$100.00	EXPANSION PROJ.
18	X		800	\$100.00	CLEAN AGENT SYS.
19	X		255000	\$1775.00	NEW GARAGE
20	X		23779	\$1688.00	NEW GAMING AREA
21	X		200	\$100.00	COOLER SPRINKLER
22	X		500	\$100.00	SNO MELT BOILER
23	X		4000	\$400.00	SPRINKLERS
24	X		500	\$100.00	COOLER SPRINKLERS
25	X		800	\$100.00	STORAGE RM.
26		X	3000	\$400.00	REST. REMODEL
27	X		200	\$100.00	COOLER SPRINKLERS
28		X	1500	\$200.00	NEW OFFICE ROOM
29	X		500	\$100.00	COOLER SPRINKLER
30	X		1800	\$200.00	CLEAN AGENT SYS.
31	X		1180	\$200.00	SPRINKLER REVIEW
32		X	6080	\$800.00	CORRIDOR WALL
33	X		500	\$100.00	STORAGE ROOM
34					
35					
36					
37					
38					
39					
40					
TOTAL				\$14578.90	



**Appendix C:
Proposed Plans Review and
Inspection Fee Schedule**

Plans Review/Inspection Fee Schedule

Proposed (April 8, 2015)

Commercial Business and Multi-Residential:

Plans Reviews:

0-1,000 Square Feet:	\$100
1,001-2,500 Square Feet:	\$200
2,501-5,000 Square Feet:	\$400
5,001-7,500 Square Feet:	\$800
7,501-10,000 Square Feet:	\$1,000
10,001 + Square Feet:	\$1,000 + .05/square foot

Site Plans: \$100

2nd Review of above plans: No Charge

Each Review Beyond 2nd: ½ of original fee

Note: The City of Black Hawk reserves the right to send out plans to an outside reviewing agency and plan review charges will be based upon the amount charged by the reviewing agency and an established administrative fee.

Commercial Inspections:

Scheduled Inspection:	\$150.00/hour (or part thereof)
Compliance Verification:	\$150.00/hour (or part thereof)
System Test/Install:	\$150.00/hour (or part thereof)

Follow up Inspections: \$75.00/hour (or part thereof)

Initial Code Violation: No charge

Note: The City of Black Hawk reserves the right to utilize and outside resource to perform inspections. Cost for the inspection will be based upon the City Fee Schedule or the contractor's fee plus the established administrative fee, whichever is higher.

Additional Services:

Temporary Fire Watch:

Scheduled Maintenance: No Charge

Scheduled Repairs: No Charge

Nonscheduled Repairs: No Charge

Consultation:

No Charge

Outside Agency Support for Inspections:

\$50/Hour



Appendix D:
Job Description:
Fire Inspector

CITY OF BLACK HAWK
2015 Job Description

JOB TITLE: Fire Inspector

DEPARTMENT: Fire

REPORTS TO: Fire Chief

EXEMPT: No

HIRING RANGE: \$29.2246 to \$33.6082/HR

SUMMARY:

Under the direction of the Fire Chief, the Fire Inspector performs fire inspections and plan review duties for the Fire Department. Will assist the Fire Chief in the management and functions of the City fire inspections and plan review programs. Performs scheduled annual fire inspections, new construction inspections and performs plan reviews to assure compliance with the adopted fire codes. May be asked to respond to and investigate fire code compliance complaints. Prepares reports in regards to fire inspections, alarms and assists with preparation for the adoption of new fire codes. Reviews alarm and activity reports to assist the Chief in identifying preventative strategies. Identifies training needs and educational activities to maintain and improve professional skill of department members. Reads and studies trade journals and other related data to keep abreast of the latest information in this field of expertise. Requires a high degree of independent judgment, initiative and understanding that must be exercised in customer service and code compliance.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Schedules and performs annual fire inspections and new construction fire inspections.
- Performs code compliance inspections and follow up inspections to assure compliance with adopted codes, national standards and approved construction plans.
- Maintains detailed records of inspection activities. Compiles data, completes necessary reports, forms, computer input and other documentation as needed.
- Authorizes and monitors temporary fire watch permits for compliance and record keeping.
- Performs plan reviews submitted to the City and provides a detailed plan review to the Community Planning and Development department.
- Provides consultation to local businesses and contractors in regards to projects and code compliance.
- Maintains records in regards to the City Fees schedules and prepares necessary documentation for the Finance Department to issue invoices.
- May respond to complaints from internal and external customers.
- Documents deficiencies and violations, and provides guidance for compliance.
- Represents the City to developers, the public, the business community and other public agencies.
- May be required to prepare for and testify in civil or criminal court proceedings.
- Researches codes and standards in order to maintain knowledge and provide information to the City for potential code adoption.

- Performs other related duties as assigned.
- Assist in annual budget preparation.
- May be requested to respond to an emergency scene to evaluate life safety & suppression system.
- Assist with community risk reduction presentations and programs as needed.

EQUIPMENT USED

The Fire Inspector shall be capable of using a multitude of small equipment that may be required for the inspections and plans review processes.

QUALIFICATION REQUIREMENTS:

Ability to be a team player, and establish and maintain an effective and responsive working relationship with peers, City Officials, the community in general, Civic leaders, County, State and Federal personnel. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily with a minimum supervision. The requirements listed below are representative of the knowledge, skill and/or ability required.

- Knowledge of modern fire prevention materials, procedures, techniques and equipment.
- Knowledge of building, electrical, mechanical and fire codes.
- Knowledge of inspection techniques.
- Working knowledge of fire suppression techniques and equipment.
- Knowledge of the code enforcement process.
- Knowledge of construction documents and drawings.
- Knowledge of general office equipment and record keeping.

May be subject to written, oral, physical, medical and psychological examinations. Must submit to fingerprinting and to a detailed background investigation.

EDUCATION AND EXPERIENCE:

- High School Diploma or GED required.
- Five (5) years' experience in the fire inspection field required.
- Experience in inspection techniques and plan reviews.
- Additional education and experience in fire suppression, building construction, reading blueprints, and knowledge of building codes is preferred.

LANGUAGE SKILLS:

Ability to read, analyze and interpret Fire Service text, journals, incident reports, financial reports and legal documents. Create written communication using correct grammar. Respond appropriately to common inquiries or complaints from the general public, citizens, fire agencies and regulatory agencies. Ability to effectively present information to the Fire Chief, Fire Department employees and public groups.

REASONING ABILITY:

Ability to define problems, collect data, establish fact and draw valid conclusions. Interpret an extensive variety of technical instructions and deal with several abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Valid Colorado Driver's License required with a good driving record.
- Must be certified by the State of Colorado as a Fire Inspector II, Fire Suppression System Inspector and Plans Examiner.
- The Plans Examiner certification may be attained within 6 months of employment for a successful candidate.
- Must meet NIMS requirements for the position and CPR certified within 90 days of employment.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the Fire Inspector is regularly required to walk, sit, use hands to finger or feel objects, tools, or controls, reach with hands and arms, climb or balance, stand, stoop, kneel, crouch or crawl, talk and hear.

The Fire Inspector must regularly lift and/or move more than 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the Fire Inspector regularly works in a variety of environments to include inclement weather, active construction sites and crowded businesses. The Fire Inspector frequently drives a motor vehicle. May be seated for long periods of time. May operate the motor vehicle in adverse weather conditions.

COMMENTS:

The intent of this classification is to describe the types of job tasks and levels of responsibility and difficulty required of persons assigned to this classification title. This is not to be considered a detailed description of every duty/responsibility of the job.

The City of Black Hawk is an Equal Opportunity Employer. Pursuant to the *Immigrations Reform and Control Act*, it is the City's intention to hire only individuals who are United States citizens or aliens authorized to work and live in the United States.

RESOLUTION 32-2015
A RESOLUTION
ADOPTING THE 2015 CITY
OF BLACK HAWK FIRE
DEPARTMENT FEE
SCHEDULE FOR
INSPECTIONS AND PLAN
REVIEW

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 32-2015

TITLE: A RESOLUTION ADOPTING THE 2015 CITY OF BLACK HAWK FIRE DEPARTMENT FEE SCHEDULE FOR INSPECTIONS AND PLAN REVIEW

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

Section 1. The 2015 City of Black Hawk Fire Department Fee Schedule for Inspections and Plan Review, attached hereto as **Exhibit A**, is hereby adopted.

RESOLVED AND PASSED this 8th day of April, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

Exhibit A

Plans Review/Inspection Fee Schedule

Commercial Business and Multi-Residential:

Plans Reviews:

0-1,000 Square Feet:	\$100
1,001-2,500 Square Feet:	\$200
2,501-5,000 Square Feet:	\$400
5,001-7,500 Square Feet:	\$800
7,501-10,000 Square Feet:	\$1,000
10,001 + Square Feet:	\$1,000 + .05/square foot
Site Plans:	\$100
2 nd Review of above plans:	No Charge
Each Review Beyond 2 nd :	½ of original fee

Note: The City of Black Hawk reserves the right to send out plans to an outside reviewing agency and plan review charges will be based upon the amount charged by the reviewing agency and an established administrative fee.

Commercial Inspections:

Scheduled Inspection:	\$150.00/hour (or part thereof)
Compliance Verification:	\$150.00/hour (or part thereof)
System Test/Install:	\$150.00/hour (or part thereof)
Follow up Inspections:	\$75.00/hour (or part thereof)
Initial Code Violation:	No charge

Note: The City of Black Hawk reserves the right to utilize and outside resource to perform inspections. Cost for the inspection will be based upon the City Fee Schedule or the contractor's fee plus the established administrative fee, whichever is higher.

Additional Services:

Temporary Fire Watch:

- Scheduled Maintenance: No Charge**
- Scheduled Repairs: No Charge**
- Nonscheduled Repairs: No Charge**

Consultation: No Charge

Outside Agency Support for Inspections: \$50/Hour

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Fees for Fire Inspections and Plans Reviews

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

MOTION TO APPROVE Resolution 32-2015, A resolution adopting the 2015 City of Black Hawk Fire Department Fee Schedule for inspections and plan review.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Currently the Fire Department does not impose fees for fire inspections or plans reviews. With the hiring of a fire inspector this will provide some offset of the costs.

AGENDA DATE: April 8, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

CITY MANAGER APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Fire Chief Don Taylor

DOCUMENTS ATTACHED: Yes

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



Don Taylor, Fire Chief/Emergency Manager

Jack D. Lewis, City Manager

RESOLUTION 33-2015
A RESOLUTION
AUTHORIZING THE SALE
OF CERTAIN CITY OF
BLACK HAWK
MERCHANDISE

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 33-2015

**TITLE: A RESOLUTION AUTHORIZING THE SALE OF CERTAIN CITY OF
BLACK HAWK MERCHANDISE**

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

Section 1. The City Council hereby specifically authorizes the sale of City of
Black Hawk merchandise in accordance with the Merchandise List and prices attached hereto as
Exhibit A.

RESOLVED AND PASSED this 8th day of April, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK MERCHANDISE

RETAIL PRICING

Books

Little Kingdom of Gilpin \$37

DVD's

\$5

Revival of a Landmark

Black Hawk Waltz

The Preservation and Restoration of Black Hawk

Hats

\$15

Flags

Black Hawk

3x5 \$150

5x8 \$400

6x10 \$600

8x12 \$650

Colorado

3x5 \$35

6x10 \$125

8x12 \$315

USA

3x5 \$30

12x18 \$325

15x25 \$525



CITY OF BLACK HAWK



MERCHANDISE

DISCOUNTED PRICING
(Residents, Employees, and Businesses)

Books

Little Kingdom of Gilpin \$37

DVD's

\$5

Revival of a Landmark

Black Hawk Waltz

The Preservation and Restoration of Black Hawk

Hats

\$10

Flags

Black Hawk

3x5 \$125

5x8 \$325

6x10 \$500

8x12 \$550

Colorado

3x5 \$30

6x10 \$100

8x12 \$260

USA

3x5 \$25

12x18 \$270

15x25 \$440

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Resolution requesting authorization of resale of certain Black Hawk merchandise.

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

MOTION TO APPROVE Resolution 33-2015, a Resolution Authorizing the Sale of Certain City of Black Hawk Merchandise.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City is required to offer for resale items purchased under wholesale agreements. US, State, and City flags are purchased through a wholesale vendor as well as hats which will be monogrammed with the City's logo. Discounted prices will be offered to residents, employees, and local businesses. We are allowed to give these items away. In addition, the Clerk's office has a supply of DVDs and books that have been offered for sale to the public which are included on the price list.

AGENDA DATE: April 8, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa A. Greiner, Administrative Services Dir.

DOCUMENTS ATTACHED: Exhibit A, Flags-Resale Summary, Hat-Resale Summary

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:



Melissa Greiner, Admin. Serv. Dir.

REVIEWED BY:



Jack D. Lewis, City Manager

City of Black Hawk Flag Inventory

				SUGGESTED RESALE		
				COST (+S&H not incl.)	RETAIL Visitors	RETAIL - Discounted Resident/Empl/Business
CITY	3x5	Custom + 2-Sided, Black-out liner, Extra Stitching	\$ 98.98	\$ 150.00	\$ 125.00	
CITY	4x6	Custom + 2-Sided, Black-out liner, Extra Stitching	\$ 180.38	\$ 270.00	\$ 225.00	
CITY	5x8	Custom + 2-Sided, Black-out liner, Extra Stitching	\$ 266.18	\$ 400.00	\$ 325.00	
CITY	6x10	Custom + 2-Sided, Black-out liner, Extra Stitching	\$ 406.98	\$ 600.00	\$ 500.00	
CITY	8x12	Custom + 2-Sided, Black-out liner, Extra Stitching	\$ 439.98	\$ 650.00	\$ 550.00	
CO	3x5	Tough-Tex	\$ 24.15	\$ 35.00	\$ 30.00	
CO	6x10	Nylon + Extra Stitching	\$ 83.55	\$ 125.00	\$ 100.00	
CO	8x12	Custom 210 Nylon + Extra Stitching	\$ 230.99	\$ 315.00	\$ 260.00	
USA	12x18	Tough-Tex	\$ 216.90	\$ 325.00	\$ 270.00	
USA	15x25	Tough-Tex	\$ 351.25	\$ 525.00	\$ 440.00	
USA	3x5	Tough-Tex	\$ 20.80	\$ 30.00	\$ 25.00	

City of Black Hawk Branded Hats

	Hat Blanks	Embroidery	S&H	Cost	Retail Visitors	Retail Discounted Resident, Employee & Business
Flex Fit Hats	\$3.80-\$4.00	\$ 3.85	TBD	\$7.65-7.85	\$ 15.00	\$ 10.00
Regular Fit Hats	\$2.00-\$2.50	\$ 3.85	TBD	\$5.85-\$6.35	\$ 15.00	\$ 10.00