REGULAR MEETING AGENDA
City of Black Hawk City Council
211 Church Street, Black Hawk, CO
February 8, 2017
3:00 p.m.

RINGING OF THE BELL:
1. CALL TO ORDER
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. AGENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: January 11, 2017 Regular Meeting
7. PUBLIC HEARINGS

A. CB2, An Ordinance of the City Council of the City of Black Hawk Colorado Approving a Franchise Agreement with Public Service Company of Colorado, dba Xcel Energy, Granting to Xcel Energy the Non-Exclusive Right to Make Reasonable Use of City Streets, Public Utility Easements and Other City Property to Provide Gas and Electric Utility Service to the City and Its Residents; to Sell, Store, Purchase, Exchange, Transmit, Transport, and Distribute Gas and Electric Utility Services Within and Through the City all in Accordance with the Terms and Conditions of the Franchise Agreement; Specifying that the Franchise Shall Be Effective Upon the Effective Date of this Ordinance and for a Term of Twenty (20) Years Thereafter; Setting a Franchise Fee of 3% of the Gross Revenues of Xcel Energy as Defined in Said Franchise; Providing for a Surcharge Therefor; Authorizing the Mayor to Execute the Franchise Agreement for and on Behalf of the City and the City Clerk to Attest Thereto; and, Setting Forth Other Details Related Thereto.

B. CB3, An Ordinance Amending Chapter 10 of the Black Hawk Municipal Code to Prohibit Certain Activities Within the History Appreciation Recreation Destination (HARD) District and to Create Penalties for the Violation Thereof

8. ACTION ITEMS:

A. Resolution 10-2017, A Resolution Approving the City of Black Hawk Fee Schedule, As Amended

B. Resolution 11-2017, A Resolution Approving a Professional Service Agreement with SAFEnbuilt Colorado LLC

C. Resolution 12-2017, A Resolution Approving the Fireworks Production Contract Between the City of Black Hawk and Western Enterprises, Inc.

D. Resolution 13-2017, A Resolution Approving the Reclassification of the Position of Executive Administrative Assistant to Administrative Assistant

E. Resolution 14-2017, A Resolution Approving the Purchase of a 2017 Chevrolet One-Ton Vehicle With Utility Box and Plow

F. Resolution 15-2017, A Resolution Approving a Purchase and Sale Agreement Between the City of Black Hawk and John C. Woolum and Dorothy S. Woolum

G. Resolution 16-2017, A Resolution Approving an Easement Agreement on the Smith 502 Lode Parcel
9. CITY MANAGER REPORTS:

10. CITY ATTORNEY:

11. EXECUTIVE SESSION:

12. ADJOURNMENT:

MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community.
New employees Joe Trujillo and Tony Roybal both took a turn in ringing the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, January 11, 2017, at 3:00 p.m. by Mayor Spellman.

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

Staff present: City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, City Clerk/Administrative Services Director Greiner, Finance Director Hillis, Public Works Director Isbester, Community Planning and Development Administrator Linker, Baseline Engineering Consultant Harris, Fire Captain Schaller, Senior Civil Engineer Reed, Fire Engineer Williams, Fire Engineer Olivas, Fire Engineer Hollenbeck, Commander Jantz, and Water Superintendent Fredricks.

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

3. AGENDA CHANGES: City Attorney Hoffman asked to remove Action Item 10.F.c., Resolution 8-2017, from 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 EMPLOYEES: Joe Trujillo, Facilities Maintenance
Public Works Director Isbester introduced new Facilities Maintenance worker Joe Trujillo who has been with the City since September; he provided a brief background.

Tony Roybal, Firefighter

Fire Captain Schaller introduced new Firefighter Tony Royball and provided his previous experience.

Trujillo and Roybal were warmly welcomed.

6. PUBLIC COMMENTS: City Clerk Greiner confirmed that no one had signed up to speak.

7. APPROVAL OF MINUTES December 14, 2016.

MOTION TO APPROVE

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

MOTION PASSED

There was no discussion and the motion passed unanimously.

8. 2016 IN REVIEW

Mayor Spellman wanted to commend City staff on their excellent job on the Monarch parking garage implosion project. He said between the Monarch team and City staff it was executed tremendously.

He also wanted to acknowledge, on behalf of City Council, the appreciation from many City employees as they reached out to City Council to say thank you for the Holiday Bonus, Holiday Gift, and the new tenure pay. He said they thought it was very nice to hear the responses.

City Manager Lewis also wanted to acknowledge some items. First, he wanted to recognize Public Works Director Isbester and Senior Civil Engineer Reed on a change order that is rare to see. He said the first change order for the Gregory Street project came in and it showed a $245,000 credit based on the wall designs. He said that was a great accomplishment on behalf of Reed and Isbester working together with the contractor to come up with different options.

Secondly, he wanted to note that the Denver Post ran a story on the top business stories of 2016 and Black Hawk came in at #8 for the Gregory Street project. He said that was impressive for all of the stories the Post had covered in 2016, and Black Hawk ranked up there as #8.
Lastly, he wanted to mention Black Hawk’s ISO rating, which affects everyone in Black Hawk, especially the homeowners with insurance. He said Black Hawk was rated as Category five before and now is rated a three. He said he asked Chief Taylor what he thought the change was due to, and the chief explained it was a combination of the Police Department dispatch, Public Works Water Department, and the Fire Department, and that the bottom line was the people and the training that really stood out to ISO to make that change. Lewis congratulated those departments to a round of applause.

9. PUBLIC HEARINGS:

A. CB1-2017, An Ordinance Approving the Application for Local Landmark Designation of the City Hall Property Located at 201 Selak Street

Mayor Spellman read the title and opened the public hearing.

Community Planning and Development Administrator Linker introduced this item. She thanked Chairman Hailey of the Historic Preservation Commission, Mayor Spellman, and Historic Preservation Consultant Deon Wolfenbarger for all their historical research gathered for the application. She said the Historic Preservation Commission met, heard the application and recommended approval noting the necessary criteria had been met. Linker noted that two names in the staff report of the packet were recently corrected.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB1, An Ordinance Approving the Application for Local Landmark Designation of the City Hall Property Located at 201 Selak Street open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Moates to Approve CB1, An Ordinance Approving the Application for Local Landmark Designation of the City Hall Property Located at 201 Selak Street.

Alderman Midcap thanked staff for the great report, it was very comprehensive.

MOTION PASSED There was no discussion and the motion PASSED unanimously.
B. Resolution 1-2017, A Resolution Conditionally Approving a Certificate of Appropriateness for the Installation of a Rooftop Unit and Ductwork at the Saratoga Casino

Mayor Spellman read the title and opened the public hearing.

Baseline Engineering Consultant Harris introduced the application. The applicant was present to answer any questions. The details of the application were included in the packet. Staff recommended approval with three conditions as outlined in the resolution.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 1-2017, A Resolution Conditionally Approving a Certificate of Appropriateness for the Installation of a Rooftop Unit and Ductwork at the Saratoga Casino open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE Alderman Johnson MOVED and was SECONDED by Alderman Torres to Approve Resolution 1-2017, A Resolution Conditionally Approving a Certificate of Appropriateness for the Installation of a Rooftop Unit and Ductwork at the Saratoga Casino.

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

10. ACTION ITEMS:

A. CB2-2017, An Ordinance of the City Council of the City of Black Hawk Colorado Approving a Franchise Agreement with Public Service Company of Colorado, dba Xcel Energy, Granting to Xcel Energy the Non-Exclusive Right to Make Reasonable Use of City Streets, Public Utility Easements and Other City Property to Provide Gas and Electric Utility Service to the City and Its Residents; to Sell, Store, Purchase, Exchange, Transmit, Transport, and Distribute Gas and Electric Utility Services Within and Through the City all in Accordance with the Terms and Conditions of the Franchise Agreement; Specifying that the Franchise Shall Be Effective Upon the Effective Date of this Ordinance and for a Term of Twenty (20) Years Thereafter; Setting a Franchise Fee of 3% of the Gross Revenues of Xcel Energy as Defined in Said Franchise; Providing for a Surcharge Therefore; Authorizing the Mayor to Execute the Franchise Agreement for and on Behalf of the City and the City Clerk to Attest Thereto; and, Setting Forth Other Details Related Thereto

Mayor Spellman read the title.

City Attorney Hoffmann explained that ordinances under the Black Hawk City Charter only require one reading, yet under State law two
readings are required for a franchise with a public utility. He said this particular ordinance does not require a public hearing at this time, but prior to the second reading a public hearing will be noticed.

Preston Gibson, Xcel Energy Area Manager from Arvada, stated his name and address for the record. Alderman Moates asked about the continual power outages that occur every couple of months and if there was a plan to address those. Mr. Gibson said he would look into the causes of those outages as they are normally due to the adverse weather seen in this area, or due to older equipment. He said there is a plan to replace equipment over the next few years. He will report back on his findings.

**MOTION TO APPROVE**

Alderman Johnson MOVED and was SECONDED by Alderman Bennett to approve CB2-2017, An Ordinance of the City Council of the City of Black Hawk Colorado Approving a Franchise Agreement with Public Service Company of Colorado, dba Xcel Energy, Granting to Xcel Energy the Non-Exclusive Right to Make Reasonable Use of City Streets, Public Utility Easements and Other City Property to Provide Gas and Electric Utility Service to the City and Its Residents; to Sell, Store, Purchase, Exchange, Transmit, Transport, and Distribute Gas and Electric Utility Services Within and Through the City all in Accordance with the Terms and Conditions of the Franchise Agreement; Specifying that the Franchise Shall Be Effective Upon the Effective Date of this Ordinance and for a Term of Twenty (20) Years Thereafter; Setting a Franchise Fee of 3% of the Gross Revenues of Xcel Energy as Defined in Said Franchise; Providing for a Surcharge Therefore; Authorizing the Mayor to Execute the Franchise Agreement for and on Behalf of the City and the City Clerk to Attest Thereto; and, Setting Forth Other Details Related Thereto.

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously.

**B. Resolution 2-2017, A Resolution Approving Certain Service Agreements for Calendar Year 2017**

Mayor Spellman read the title.

Public Works Director Isbester explained that these were annual on-call service providers as used in the past.

**MOTION TO APPROVE**

Alderman Armbright MOVED and was SECONDED by Alderman Torres to approve Resolution 2-2017, A Resolution Approving Certain Service Agreements for Calendar Year 2017.

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously.
C. Resolution 3-2017, A Resolution Approving the Agreement for 2017-2018 Holiday Decorations with Alpine Artisan Studios in the Amount Not To Exceed $135,000.00

Mayor Spellman read the title.

Public Works Director Isbester introduced this item. He said staff will begin the process to prepare the program for this year. Mayor Spellman reminded Council that there were fewer decorations this year, strategically placed and brought down to the pedestrian level and asked if Council was agreeable to this arrangement in order to provide direction to staff. Council unanimously agreed.

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Moates to approve Resolution 3-2017, A Resolution Approving the Agreement for 2017-2018 Holiday Decorations with Alpine Artisan Studios in the Amount Not To Exceed $135,000.00.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

D. Resolution 4-2017, A Resolution Establishing a Designated Public Place for Posting of Meeting Notices as Required by the Colorado Open Meetings Law

Mayor Spellman read the title.

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve Resolution 4-2017, A Resolution Establishing a Designated Public Place for Posting of Meeting Notices as Required by the Colorado Open Meetings Law.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

E. Resolution 5-2017, A Resolution Designating the City of Black Hawk Fire Chief as the City’s Designated Emergency Response Authority Pursuant to C.R.S. § 29-22-102(3)(a)

Mayor Spellman read the title.

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Armbright to approve Resolution 5-2017, A Resolution Designating the City of Black Hawk Fire Chief as the City’s Designated Emergency Response Authority Pursuant to C.R.S. § 29-22-102(3)(a).

MOTION PASSED

There was no discussion and the motion PASSED unanimously.
F. Maryland Mountain Purchase and Sale Agreements

a. Resolution 6-2017, A Resolution Approving a Purchase and Sale Agreement Between the City of Black Hawk and Oracle Carr for Government Lot 72

b. Resolution 7-2017, A Resolution Approving a Purchase and Sale Agreement Between the City of Black Hawk and Allison S. Reagan for the Alma Lode

c. Resolution 8-2017, A Resolution Approving a Purchase and Sale Agreement Between the City of Black Hawk and Silver Age Exploration, LLC for Government Lot 65

d. Resolution 9-2017, A Resolution Approving a Purchase and Sale Agreement Between the City of Clack Hawk and Steven A. Workman and Cheryl D. Workman for the Buckeye Lode

Mayor Spellman read the titles and said they would make an umbrella motion for these with the exception of Resolution 8-2017, which was pulled from the agenda.

Public Works Director Isbester introduced this item. He said these were the first three parcels out of the eleven needed for the Maryland Mountain open space project. City Attorney Hoffman updated Council on the other parcels by stating that two owners rejected the third party negotiator’s offers, and a couple of owners are currently having their own appraisals done.

MOTION TO APPROVE

Alderman Midcap MOVED and was SECONDED by Alderman Torres to approve Resolution 6-2017, A Resolution Approving a Purchase and Sale Agreement Between the City of Black Hawk and Oracle Carr for Government Lot 72, Resolution 7-2017, A Resolution Approving a Purchase and Sale Agreement Between the City of Black Hawk and Allison S. Reagan for the Alma Lode, and Resolution 9-2017, A Resolution Approving a Purchase and Sale Agreement Between the City of Clack Hawk and Steven A. Workman and Cheryl D. Workman for the Buckeye Lode.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

11. CITY MANAGER REPORTS:

City Manager Lewis had nothing to report.

12. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report.
13. EXECUTIVE SESSION: City Attorney Hoffmann recommended items number 2 and 5 for Executive Session for specific legal issues related to pending litigation, potential litigation and potential legislation.

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 receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

MOTION TO ADJOURN

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn the Executive Session at 3:30 p.m.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

14. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 4:14 p.m.

____________________________  ____________________________
Melissa A. Greiner            David D. Spellman
City Clerk                    Mayor
COUNCIL BILL 2
ORDINANCE 2017-2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK HAWK COLORADO APPROVING A FRANCHISE AGREEMENT WITH PUBLIC SERVICE COMPANY OF COLORADO, D/B/A XCEL ENERGY, GRANTING TO XCEL ENERGY THE NON-EXCLUSIVE RIGHT TO MAKE REASONABLE USE OF CITY STREETS, PUBLIC UTILITY EASEMENTS AND OTHER CITY PROPERTY TO PROVIDE GAS AND ELECTRIC UTILITY SERVICE TO THE CITY AND ITS RESIDENTS; TO SELL, STORE, PURCHASE, EXCHANGE, TRANSMIT, TRANSPORT, AND DISTRIBUTE GAS AND ELECTRIC UTILITY SERVICES WITHIN AND THROUGH THE CITY ALL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT; SPECIFYING THAT THE FRANCHISE SHALL BE EFFECTIVE UPON THE EFFECTIVE DATE OF THIS ORDINANCE AND FOR A TERM OF TWENTY (20) YEARS THEREAFTER; SETTING A FRANCHISE FEE OF 3% OF THE GROSS REVENUES OF XCEL ENERGY AS DEFINED IN SAID FRANCHISE; PROVIDING FOR A SURCHARGE THEREFORE; AUTHORIZING THE MAYOR TO EXECUTE THE FRANCHISE AGREEMENT FOR AND ON BEHALF OF THE CITY AND THE CITY CLERK TO ATTEST THERETO; AND, SETTING FORTH OTHER DETAILS RELATED THERETO
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB -2
ORDINANCE NUMBER: 2017-2

TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK HAWK COLORADO APPROVING A FRANCHISE AGREEMENT WITH PUBLIC SERVICE COMPANY OF COLORADO, D/B/A XCEL ENERGY, GRANTING TO XCEL ENERGY THE NON-EXCLUSIVE RIGHT TO MAKE REASONABLE USE OF CITY STREETS, PUBLIC UTILITY EASEMENTS AND OTHER CITY PROPERTY TO PROVIDE GAS AND ELECTRIC UTILITY SERVICE TO THE CITY AND ITS RESIDENTS; TO SELL, STORE, PURCHASE, EXCHANGE, TRANSMIT, TRANSPORT, AND DISTRIBUTE GAS AND ELECTRIC UTILITY SERVICES WITHIN AND THROUGH THE CITY ALL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT; SPECIFYING THAT THE FRANCHISE SHALL BE EFFECTIVE UPON THE EFFECTIVE DATE OF THIS ORDINANCE AND FOR A TERM OF TWENTY (20) YEARS THEREAFTER; SETTING A FRANCHISE FEE OF 3% OF THE GROSS REVENUES OF XCEL ENERGY AS DEFINED IN SAID FRANCHISE; PROVIDING FOR A SURCHARGE THEREFORE; AUTHORIZING THE MAYOR TO EXECUTE THE FRANCHISE AGREEMENT FOR AND ON BEHALF OF THE CITY AND THE CITY CLERK TO ATTEST THERETO; AND, SETTING FORTH OTHER DETAILS RELATED THERETO.

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

Section 1. The Franchise Agreement between the City and Public Service Company of Colorado, attached hereto as Exhibit A, and incorporated herein by this reference, is hereby approved.

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

Section 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 following second reading thereon pursuant to C.R.S. § 31-32-103.

READ, INTRODUCED, AND APPROVED ON FIRST READING THIS 11th day of January, 2017 pursuant to C.R.S. § 31-32-103.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

READ, PASSED AND APPROVED ON SECOND READING, AND ORDERED POSTED this ____ day of ___________________, 2017.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk
SUBJECT: Xcel Franchise Agreement, Second Reading

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

MOTION TO APPROVE ORDINANCE 2017-2, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK HAWK COLORADO APPROVING A FRANCHISE AGREEMENT WITH PUBLIC SERVICE COMPANY OF COLORADO, D/B/A XCEL ENERGY, GRANTING TO XCEL ENERGY THE NON-EXCLUSIVE RIGHT TO MAKE REASONABLE USE OF CITY STREETS, PUBLIC UTILITY EASEMENTS AND OTHER CITY PROPERTY TO PROVIDE GAS AND ELECTRIC UTILITY SERVICE TO THE CITY AND ITS RESIDENTS; TO SELL, STORE, PURCHASE, EXCHANGE, TRANSMIT, TRANSPORT, AND DISTRIBUTE GAS AND ELECTRIC UTILITY SERVICES WITHIN AND THROUGH THE CITY ALL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT; SPECIFYING THAT THE FRANCHISE SHALL BE EFFECTIVE UPON THE EFFECTIVE DATE OF THIS ORDINANCE AND FOR A TERM OF TWENTY (20) YEARS THEREAFTER; SETTING A FRANCHISE FEE OF 3% OF THE GROSS REVENUES OF XCEL ENERGY AS DEFINED IN SAID FRANCHISE; PROVIDING FOR A SURCHARGE THEREFORE; AUTHORIZING THE MAYOR TO EXECUTE THE FRANCHISE AGREEMENT FOR AND ON BEHALF OF THE CITY AND THE CITY CLERK TO ATTEST THERETO; AND, SETTING FORTH OTHER DETAILS RELATED THERETO.

AGENDA DATE: February 8, 2017

DOCUMENTS ATTACHED: Franchise Agreement and Public Notice

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

SUBMITTED BY: Reviewed By:

Melissa Greiner
City Clerk/Administrative Services Director

Jack D. Lewis, City Manager
FRANCHISE AGREEMENT BETWEEN THE CITY OF BLACK HAWK COLORADO 
AND PUBLIC SERVICE COMPANY OF COLORADO

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ARTICLE 1
DEFINITIONS

For the purpose of this franchise agreement (“Franchise”), the following words and phrases shall have the meaning given in this Article. When not inconsistent with context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word “shall” is mandatory and “may” is permissive. Words not defined in this Article shall be given their common and ordinary meaning.

§1.1 “City” means the City of Black Hawk, a Colorado home rule municipality.

§1.2 “Clean Energy” means energy produced from Renewable Energy Resources, eligible energy sources, and by means of advanced technologies that cost-effectively capture and sequester carbon emissions produced as a by-product of power generation. For purposes of this definition, “cost” means all those costs as determined by the PUC.

§1.3 “Company” means Public Service Company of Colorado, a Colorado corporation, and an Xcel Energy company and its successors and assigns including affiliates or subsidiaries that undertake to perform any of the obligations under this Franchise.

§1.4 “Company Facilities” means all facilities of the Company reasonably necessary or desirable to provide gas and electric service into, within and through the City, including without limitation, plants, works, systems, substations, transmission and distribution structures and systems, lines, equipment, pipes, mains, conduit, transformers, underground lines, gas compressors, meters, meter reading devices, communication and data transfer equipment, control equipment, gas regulator stations, street lights, wire, pull boxes, handholes, cables and poles as well as all associated appurtenances.

§1.5 “Council” or “City Council” means the legislative body of the City.

§1.6 “Electric Gross Revenues” means those amounts of money that the Company receives from the sale or delivery of electricity in the City, after adjusting for refunds, net write-offs of accounts, corrections, or regulatory adjustments. Regulatory adjustments include, but are not limited to, credits, surcharges, refunds, and pro-forma adjustments pursuant to federal or state regulation. “Electric Gross Revenues” shall exclude any revenue for the sale or delivery of electricity to the City as a customer of the Company.

§1.7 “Energy Conservation” means the decrease in energy requirements of specific customers during any selected time period, resulting in a reduction in end-use services.

§1.8 “Energy Efficiency” means the decrease in energy requirements of specific customers during any selected period with end-use services of such customers held constant.

§1.9 “Force Majeure” means the inability to undertake an obligation of this Franchise due to a cause that could not be reasonably anticipated by a party or is beyond its reasonable control.
after exercise of best efforts to perform, including but not limited to fire, strike, war, riots, terrorist acts, acts of governmental authority, acts of God, floods, epidemics, quarantines, labor disputes, unavailability or shortages of materials or equipment or failures or delays in the delivery of materials. Neither the City nor the Company shall be in breach of this Franchise if a failure to perform any of the duties under this Franchise is due to a Force Majeure condition.

§1.10 “Gross Revenues” means those amounts of money that the Company receives from the sale of gas and electricity within the City under rates authorized by the Public Utilities Commission, as well as from the transportation of gas to its customers within the City, as adjusted for refunds, net write-offs of uncollectible accounts, corrections, or regulatory adjustments. Regulatory adjustments include without limitation credits, surcharges, refunds, and pro-forma adjustments pursuant to federal or state regulation. “Gross Revenues” shall exclude any revenues from the sale of gas or electricity to the City or the transportation of gas to the City.

§1.11 “Industry Standards” means standards developed by government agencies and generally recognized organizations that engage in the business of developing utility industry standards for materials, specifications, testing, construction, repair, maintenance, manufacturing, and other facets of the electric and gas utility industries. Such agencies and organizations include, but are not limited to the U.S. Department of Transportation, the Federal Energy Regulatory Commission (FERC), the Colorado Public Utilities Commission, the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTMP), the Pipeline Research Council International, Inc. (PRCI), the American Society of Mechanical Engineers (ASME), the Institute of Electric and Electronic Engineers (IEEE), the Electric Power Research Institute (EPRI), the Gas Technology Institute (GTI), the National Fire Protection Association (NFPA), and specifically includes the National Electric Safety Code (NESC).

§1.12 “Other City Property” means the surface, the air space above the surface and the area below the surface of any property owned by the City or directly controlled by the City due to the City’s real property interest in the same or hereafter owned by the City, that would not otherwise fall under the definition of “Streets,” but which provides a suitable location for the placement of Company Facilities as specifically approved in writing by the City. Other City Property does not include Public Utility Easements.

§1.13 “Private Project” means any project which is not covered by the definition of Public Project.

§1.14 “Public Project” means (1) any public work or improvement within the City that is wholly owned by the City; or (2) any public work or improvement within the City where fifty percent (50%) or more of the funding is provided by any combination of the City, the federal government, the State of Colorado, or any Colorado county, but excluding all entities established under Title 32 of the Colorado Revised Statutes, excepting only the Black Hawk Central City Sanitation District.
§1.15 “Public Utilities Commission” or “PUC” means the Public Utilities Commission of the State of Colorado or other state agency succeeding to the regulatory powers of the Public Utilities Commission.

§1.16 “Public Utility Easement” means any platted easement over, under, or above public or private property, expressly dedicated for the use of public utility providers for the placement of utility facilities, including without limitation Company Facilities.

§1.17 “Renewable Energy Resources” means wind, solar, and geothermal resources; energy produced from biomass from nontoxic plant matter consisting of agricultural crops or their byproducts, urban wood waste, mill residue, slash, or brush, or from animal wastes and products of animal wastes, or from methane produced at landfills or as a by-product of the treatment of wastewater residuals; new hydroelectricity with a nameplate rating of ten (10) megawatts or less; and hydroelectricity in existence on January 1, 2005, with a nameplate rating of thirty (30) megawatts or less; fuel cells using hydrogen derived from a Renewable Energy Resource; and recycled energy produced by a generation unit with a nameplate capacity of not more than fifteen (15) megawatts that converts the otherwise lost energy from the heat from exhaust stacks or pipes to electricity and that does not combust additional fossil fuel, and includes any eligible renewable energy resource as defined in §40-2-124(1)(a), C.R.S., as the same may be amended from time to time.

§1.18 “Residents” means all persons, businesses, industries, governmental agencies, including the City, and any other entity whatsoever, presently located or to be hereinafter located, in whole or in part, within the territorial boundaries of the City.

§1.19 “City Streets” means the surface, the air space above the surface and the area below the surface of any City-dedicated or City-maintained streets, alleys, bridges, roads, lanes, access easements, and other public rights-of-way within the City, which are primarily used for vehicle and pedestrian traffic, but not including pedestrian trails that are not attached to City Streets. Streets shall not include Public Utility Easements and Other City Property.

§1.20 “Supporting Documentation” means all information reasonably required or needed in order to allow the Company to design and construct any work performed under the provisions of this Franchise, including without limitation construction plans, a description of known environmental issues, the identification of critical right-of-way or easement issues, the final recorded plat for the property, the date the site will be ready for the Company to begin construction, the date gas service and meter set are needed, and the name and contact information for the City’s project manager.

§1.21 “Tariffs” means those tariffs of the Company on file and in effect with the PUC or other governing jurisdiction, as may be amended from time to time.

§1.22 “Utility Service” means the sale of gas or electricity to Residents by the Company under rates and Tariffs approved by the PUC, as well as the delivery of gas to Residents by the Company.
ARTICLE 2
GRANT OF FRANCHISE

§2.1 Grant of Franchise.

A. Grant. The City hereby grants to the Company, subject to all conditions, limitations, terms, and provisions contained in this Franchise, the non-exclusive right to make reasonable use of City Streets, Public Utility Easements (as applicable) and Other City Property:

(1) to provide Utility Service to the City and to its Residents under the Tariffs; and

(2) to acquire, purchase, construct, install, locate, maintain, operate, upgrade and extend into, within and through the City all Company Facilities reasonably necessary for the generation, production, manufacture, sale, storage, purchase, exchange, transportation, transmission and distribution of Utility Service within and through the City.

B. Street Lighting and Traffic Signal Lighting Service. Street lighting service and traffic signal lighting service within the City shall be governed by Tariffs on file with the PUC.

§2.2 Conditions and Limitations.

A. Scope of Franchise. The grant of this Franchise shall extend to all areas of the City as it is now or hereafter constituted that are within the Company’s PUC-certificated service territory; however, nothing contained in this Franchise shall be construed to authorize the Company to engage in activities other than the provision of Utility Service.

B. Subject to City Usage. The right to make reasonable use of City Streets, Public Utility Easements as applicable and Other City Property to provide Utility Service to the City and its Residents under this Franchise is subject to and subordinate to any City usage of City Streets, and Other City Property.

C. Prior Grants Not Revoked. This Franchise is not intended to revoke any prior license, grant, or right to use City Streets, Other City Property or Public Utility Easements and such licenses, grants or rights of use are hereby affirmed.

D. Franchise Not Exclusive. The rights granted by this Franchise are not, and shall not be deemed to be, granted exclusively to the Company, and the City reserves the right to make or grant a franchise to any other person, firm, or corporation.
§2.3  **Effective Date and Term.** This Franchise shall take effect on January 6, 2017, and shall supersede any prior franchise grants to the Company by the City. This Franchise shall terminate on January 5, 2037, unless extended by mutual consent.

**ARTICLE 3**  
**CITY POLICE POWERS**

§3.1 **Police Powers.** The Company expressly acknowledges the City’s right to adopt, from time to time, in addition to the provisions contained herein, such laws, including ordinances and regulations, as it may deem necessary in the exercise of its governmental powers. If the City considers making any substantive changes in its local codes or regulations that in the City’s reasonable opinion will significantly impact the Company’s operations in City Streets, Public Utility Easements and Other City Property, the City will make a good faith effort to advise the Company of such consideration; provided, however, that lack of notice shall not be justification for the Company’s non-compliance with any applicable local requirements.

§3.2 **Regulation of City Streets or Other City Property.** The Company expressly acknowledges the City’s right to enforce regulations concerning the Company’s access to or use of City Streets, and Other City Property, including requirements for permits.

§3.3 **Compliance with Laws.** The Company shall promptly and fully comply with all laws, regulations, permits and orders lawfully enacted by the City that are consistent with Industry Standards. Nothing herein provided shall prevent the Company from legally challenging or appealing the enactment of any laws, regulations, permits and orders enacted by the City.

**ARTICLE 4**  
**FRANCHISE FEE**

§4.1 **Franchise Fee.**

A. **Fee.** In partial consideration for this Franchise, which provides the certain terms related to the Company’s use of City Streets, Public Utility Easements and Other City Property, which are valuable public properties acquired and maintained by the City, and in recognition of the fact that the grant to the Company of this Franchise is a valuable right, the Company shall pay the City a sum equal to three percent (3%) of all Gross Revenues. To the extent permitted by law, the Company shall collect this fee (the “Franchise Fee”) from a surcharge upon City Residents who are customers of the Company.

B. **Obligation in Lieu of Fee.** In the event that the Franchise Fee specified herein is declared void for any reason by a court of competent jurisdiction, unless prohibited by law, the Company shall be obligated to pay the City, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount that the Company would have paid as the Franchise Fee as partial consideration for use of
City Streets, Public Utility Easements and Other City Property. Such payments shall be made in accordance with applicable provisions of law. Further, to the extent required by law, the Company shall collect the amounts agreed upon through a surcharge upon Utility Service provided to City Residents who are customers of the Company.

C. Changes in Utility Service Industries. The City and the Company recognize that utility service industries are the subject of restructuring initiatives by legislative and regulatory authorities, and are also experiencing other changes as a result of mergers, acquisitions, and reorganizations. Some of such initiatives and changes may have an adverse impact upon the Franchise Fee revenues provided for herein. In recognition of the length of the term of this Franchise, the Company agrees that in the event of any such initiatives or changes and to the extent permitted by law, upon receiving a written request from the City, the Company will cooperate with and assist the City in making reasonable modifications of this Franchise in an effort to provide that the City receives an amount in franchise fees or some other form of compensation that is the same amount of franchise fees paid to the City as of the date that such initiatives and changes adversely impact franchise fee revenues.

D. Utility Service Provided to the City. No franchise fee shall be charged to the City for Utility Service provided directly or indirectly to the City for its own consumption, including street lighting service and traffic signal lighting service.

§4.2 Remittance of Franchise Fee.

A. Remittance Schedule. Franchise Fee revenues shall be remitted by the Company to the City as directed by the City in monthly installments not more than thirty (30) days following the close of each month.

B. Correction of Franchise Fee Payments. In the event that either the City or the Company discovers that there has been an error in the calculation of a Franchise Fee payment to the City, either party shall provide written notice of the error to the other party. If the party receiving written notice of the error does not agree with the written notice of error, that party may challenge the written notice of error pursuant to Section 4.2.D of this Franchise; otherwise, the error shall be corrected in the next monthly payment. However subject to the terms of the applicable Tariffs, if the error results in an overpayment of the franchise fee to the City, and said overpayment is in excess of Five Thousand Dollars ($5,000.00), credit for the overpayment shall be spread over the same period the error was undiscovered; provided that if such period would extend beyond the term of this Franchise, the Company may elect to require the City to provide it with a refund instead of a credit, with such refund to be spread over the same period the error was undiscovered, even if the refund will be paid after the termination date of this Franchise. All Franchise Fee underpayments shall be corrected in the next monthly payment, together with interest computed at the rate set by the PUC for customer security deposits held by the Company, from the date when due until the date paid. Subject to the terms of the applicable Tariffs, in no event shall either party be required to fund or refund any overpayment or underpayment.
made as a result of a Company error which occurred more than five (5) years prior to the discovery of the error.

C. Audit of Franchise Fees.

   (1) Company Audit. At the request of the City, every three (3) years commencing at the end of the third calendar year of the Term of this Franchise, the Company shall conduct an internal audit, in accordance with the Company’s auditing principles and policies that are applicable to electric and gas utilities that are developed in accordance with the Institute of Internal Auditors, to investigate and determine the correctness of the Franchise Fees paid to the City. Such audit shall be limited to the previous three (3) calendar years. Within a reasonable period of time after the audit, the Company shall provide a written report to the City Clerk summarizing the testing procedures followed along with any potential findings.

   (2) City Audit. If the City disagrees with the results of the Company’s audit, and if the parties are not able to informally resolve their differences, the City may conduct its own audit at its own expense, in accordance with generally accepted auditing principles applicable to electric and gas utilities, and the Company shall cooperate by providing the City’s auditor with non-confidential information that would be required to be disclosed under applicable state sales and use tax laws.

   (3) Underpayments. If the results of a City audit conducted pursuant to Subsection C(2) concludes that the Company has underpaid the City by five percent (5%) or more, in addition to the obligation to pay such amounts to the City, the Company shall also pay all reasonable costs of the City’s audit. The Company shall not be responsible for any errors in third party data that is used in association with audits, including without limitation, Geotax data.

D. Fee Disputes. Either party may challenge any written notification of error as provided for in Section 4.2.B of this Franchise by filing a written notice to the other party within thirty (30) days of receipt of the written notification of error. The written notice shall contain a summary of the facts and reasons for the party’s notice. The parties shall make good faith efforts to resolve any such notice of error before initiating any formal legal proceedings for the resolution of such error.

E. Reports. To the extent allowed by law, Upon written request by the City, but not more than once per year, the Company shall supply the City with the names and addresses of registered gas suppliers and brokers of natural gas that utilize Company Facilities to sell or distribute natural gas in Colorado. The Company shall not be required to disclose any confidential or proprietary information.

§4.3 Franchise Fee Payment not in Lieu of Permit or Other Fees. Payment of the Franchise Fee does not exempt the Company from any other lawful tax or fee imposed generally upon persons doing business within the City, except that the Franchise Fee shall be in lieu of any
occupation, occupancy or similar tax or fee for the use of City Streets, Public Utility Easements and Other City Property under the terms set forth in this Franchise.

ARTICLE 5
ADMINISTRATION OF FRANCHISE

§5.1 City Designee. The City shall designate in writing to the Company an official having full power and authority to administer this Franchise. The City may also designate one or more City representatives to act as the primary liaison with the Company as to particular matters addressed by this Franchise and shall provide the Company with the names and telephone numbers of said City representatives. The City may change these designations by providing written notice to the Company. The City’s designee shall have the right, at all reasonable times, to inspect any Company Facilities in City Streets and Other City Property.

§5.2 Company Designee. The Company shall designate a representative to act as the primary liaison with the City and shall provide the City with the name, address, and telephone number for the Company’s representative under this Franchise. The Company may change its designation by providing written notice to the City. The City shall use this liaison to communicate with the Company regarding this Franchise.

§5.3 Coordination of Work. The Company shall coordinate its activities in City Streets, Public Utility Easements and Other City Property with the City. The City and the Company will meet annually upon the written request of the City to exchange their respective short-term and long-term forecasts and/or work plans for construction and other similar work which may affect City Streets, and Other City Property, including without limitation any planned City Streets paving projects. The City and Company shall hold such meetings as either deems necessary to exchange additional information with a view toward coordinating their respective activities in those areas where such coordination may prove beneficial and so that the City will be assured that all applicable provisions of this Franchise, applicable building and zoning codes, and applicable City air and water pollution regulations are complied with, and that aesthetic and other relevant planning principles have been given due consideration.

ARTICLE 6
SUPPLY, CONSTRUCTION, AND DESIGN

§6.1 Purpose. The Company acknowledges the critical nature of the municipal services performed or provided by the City to the Residents that require the Company to provide prompt and reliable Utility Service and the performance of related services for City facilities. The parties wish to provide for certain terms and conditions under which the Company will provide Utility Service and perform related services for the City to facilitate and enhance the operation of City facilities. The parties also wish to provide for other processes and procedures related to the provision of Utility Service to the City.
§6.2 **Supply.** Subject to the jurisdiction of the PUC, the Company shall take all reasonable and necessary steps to provide a sufficient supply of gas and electricity to Residents at the lowest reasonable cost consistent with reliable supplies.

§6.3 **Charges to the City for Service to City Facilities.** No charges to the City by the Company for Utility Service (other than gas transportation which shall be subject to negotiated contracts) shall exceed the lowest charge for similar service or supplies provided by the Company to any other similarly situated customer of the Company. The parties acknowledge the jurisdiction of the PUC over the Company’s regulated intrastate electric and gas rates. All charges to the City shall be in accord with the Tariffs.

§6.4 **Restoration of Service.**

A. **Notification.** The Company shall provide to the City daytime and nighttime telephone numbers of a designated Company representative from whom the City may obtain status information from the Company on a twenty-four (24) hour basis concerning interruptions of Utility Service in any part of the City and the status of the Company’s responses to the same.

B. **Restoration.** In the event the Company’s gas system or electric system within the City, or any part thereof, is partially or wholly destroyed or incapacitated, the Company shall use due diligence to restore such system to satisfactory service within the shortest practicable time, or provide a reasonable alternative to such system if the Company elects not to restore such system.

§6.5 **Obligations Regarding Company Facilities.**

A. **Company Facilities.** All Company Facilities within City Streets, and Other City Property shall be maintained in good repair and condition.

B. **Company Work within the City.** All work within City Streets and Other City Property performed or caused to be performed by the Company shall be done:

- (1) in a high-quality manner that is in accordance with Industry Standards;
- (2) in a timely and expeditious manner;
- (3) in a manner that reasonably minimizes inconvenience to the public;
- (4) in a cost-effective manner, which may include the use of qualified contractors; and
- (5) in accordance with all applicable laws, ordinances, regulations and permits that are consistent with Industry Standards and the Tariffs.
C. **No Interference with City Facilities.** Company Facilities shall not unreasonably interfere with any City facilities, including water facilities, sanitary or storm sewer facilities, communications facilities, or other City uses of City Streets, Public Utility Easements or Other City Property. Company Facilities shall be installed and maintained in City Streets, and Other City Property so as to reasonably minimize interference with other property, trees, and other improvements and natural features in and adjoining City Streets, and Other City Property in light of the Company’s obligation under Colorado law to provide safe and reliable utility facilities and services. Company Facilities shall not be installed on any Other City Property absent the express written consent of the City.

D. **Permit and Inspection.** The installation, renovation, and replacement of any Company Facilities in City Streets, or Other City Property by or on behalf of the Company shall be subject to permitting, inspection and approval by the City in accordance with applicable laws. Such permitting, inspection and approval may include without limitation the following matters: location of Company Facilities, cutting and pruning of trees and shrubs, and disturbance of pavement, sidewalks and surfaces of City Streets, or Other City Property; provided, however, the Company shall have the right to cut, prune, and/or remove vegetation in accordance with its standard vegetation management requirements and procedures. The Company agrees to cooperate with the City in conducting inspections and shall promptly perform any remedial action lawfully required by the City pursuant to any such inspection that is consistent with Industry Standards.

E. **Compliance.** Subject to the provisions of Section 3.3, The Company and all of its contractors shall comply with the requirements of all applicable municipal laws, ordinances, regulations, permits, and standards lawfully adopted that are consistent with Industry Standards, including without limitation requirements of all building and zoning codes, and requirements regarding curb and pavement cuts, excavating, digging, and other construction activities. The Company shall require that its contractors working in City Streets, and Other City Property hold the necessary licenses and permits required by law.

F. **Increase in Voltage.** The Company shall reimburse the City for the cost of upgrading the electrical system or facility of any City building or facility that uses Utility Service where such upgrading is solely caused or occasioned by the Company’s decision to increase the voltage of delivered electrical energy. This provision shall not apply to voltage increases required by law, including without limitation, a final order of the PUC, or voltage increases requested by the City.

G. **As-Built Drawings.** Within thirty (30) days after written request of the City designee, but no sooner than fourteen (14) days after project completion, the Company shall commence its internal process to permit the Company to provide, on a project by project basis, as-built drawings of any Company Facility installed within the City Streets or contiguous to the City Streets. If the requested information must be limited or cannot be provided pursuant to regulatory requirements or Company data privacy policies, the Company shall promptly notify the City of such restrictions. The City acknowledges that the requested information is confidential information of the Company and the Company asserts that disclosure to members of the public would be contrary to the public interest.
Accordingly, the City shall deny the right of inspection of the Company’s confidential information as set forth in 24-72-204(3)(a)(IV) C.R.S., as may be amended from time to time (the “Open Records Act”). If an Open Records Act request is made by any third party for confidential or proprietary information that the Company has provided to the City pursuant to this Franchise, the City will immediately notify the Company of the request and shall allow the Company to defend such request at its sole expense, including filing a legal action in any court of competent jurisdiction to prevent disclosure of such information. In any such legal action the Company shall join the person requesting the information and the City. In no circumstance shall the City provide to any third-party confidential information provided by the Company pursuant to this Franchise without first conferring with the Company. Provided the City complies with the terms of this Section, the Company shall defend, indemnify and hold the City harmless from any claim, judgment, costs or attorney fees incurred in participating in such proceeding. As used in this Section, as-built drawings refers to hard copies of the facility drawings as maintained in the Company’s business records and shall not include information maintained in the Company’s geographical information system. The Company shall not be required to create drawings that do not exist at the time of the request, but in such case will work with the City on a case by case basis to locate Company Facilities as necessary.

§6.6 **Excavation and Construction.** The Company shall be responsible for obtaining, paying for, and complying with all applicable permits, in the manner required by the laws, ordinances, and regulations of the City, to the extent consistent with Industry Standards. Although the Company shall be responsible for obtaining and complying with the terms of such permits when performing Relocations requested by the City under Section 6.8 and undergrounding requested by the City under Article 11, the City will not require the Company to pay the fees charged for such permits. Upon the Company submitting a construction design plan, the City shall promptly and fully advise the Company in writing of all requirements for restoration of City Streets, or Other City Property in advance of Company excavation projects in City Streets, based upon the design submitted. The Company will make reasonable efforts to give the City advance notice of all Company work in Colorado Department of Transportation (CDOT) rights-of-way within the City.

§6.7 **Restoration.** Subject to Section 6.5.D, when the Company does any work in or affecting City Streets, or Other City Property, it shall, at its own expense, promptly remove any obstructions placed thereon or therein by the Company and restore such City Streets or Other City Property to a condition that is substantially the same as existed before the work, and that meets applicable City standards. If weather or other conditions do not permit the complete restoration required by this Section, the Company may with the approval of the City, temporarily restore the affected City Streets, or Other City Property, provided that such temporary restoration is not at the City’s expense and provided further that the Company promptly undertakes and completes the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. Upon the request of the City, the Company shall restore City Streets, or Other City Property to a better condition than existed before the Company work was undertaken, provided that the City shall be responsible for any incremental costs of such restoration not required by
then-current City standards, and provided the City seeks and/or grants, as applicable, any additional required approvals. If the Company fails to promptly restore City Streets, or Other City Property as required by this Section, and if, in the reasonable discretion of the City immediate action is required for the protection of public health, safety or welfare, the City may restore such City Streets, or Other City Property or remove the obstruction therefrom; provided however, City actions do not interfere with Company Facilities. The Company shall be responsible for the actual cost incurred by the City to restore such City Streets, or Other City Property or to remove any obstructions therefrom. In the course of its restoration of City Streets, Public Utility Easements or Other City Property under this Section, the City shall not perform work on Company Facilities unless specifically authorized by the Company in writing on a project-by-project basis and subject to the terms and conditions agreed to in such authorization.

§6.8 Relocation of Company Facilities.

A. Relocation Obligation. The Company shall temporarily or permanently relocate, change or alter the position of any Company Facility (collectively, “Relocate(s),” “Relocation(s)” or “Relocated”) in City Streets, or in Other City Property at no cost or expense to the City whenever such Relocation is necessary for the completion of any Public Project. In the case of Relocation that is necessary for the completion of any Public Project in a Public Utility Easement, the Company shall not be responsible for any Relocation costs. In the event of any Relocation contemplated pursuant to this Section 6.8.A, the Company and the City agree to cooperate on the location and Relocation of the Company Facilities in the City Streets or Other City Property in order to achieve Relocation in the most efficient and cost-effective manner possible. Notwithstanding the foregoing, once the Company has Relocated any Company Facility at the City’s direction, if the City requests that the same Company Facility be Relocated within two (2) years, the subsequent Relocation shall not be at the Company’s expense. Nothing provided herein shall prevent the Company from obtaining reimbursement of its Relocation costs from third parties.

B. Private Projects. Subject to Section 6.8.F, the Company shall not be responsible for the expenses of any Relocation required by Private Projects, and the Company has the right to require the payment of estimated reasonable Relocation expenses from the party causing, or responsible for, the Relocation before undertaking the Relocation.

C. Relocation Performance. The Relocations set forth in Section 6.8.A of this Franchise shall be completed within a reasonable time, not to exceed one hundred twenty (120) days from the later of the date on which the City requests, in writing, that the Relocation commence, or the date when the Company is provided all Supporting Documentation. The Company shall receive an extension of time to complete a Relocation where the Company’s performance was delayed due to Force Majeure or the failure of the City to provide adequate Supporting Documentation. The Company has the burden of presenting evidence to reasonably demonstrate the basis for the delay. Upon written request of the Company, the City may also grant the Company reasonable extensions of
time for good cause shown and the City shall not unreasonably withhold or condition any such extension.

D. **City Revision of Supporting Documentation.** Any revision by the City of Supporting Documentation provided to the Company that causes the Company to substantially redesign and/or change its plans regarding Company Facility Relocation shall be deemed good cause for a reasonable extension of time to complete the Relocation under this Franchise.

E. **Completion.** Each Relocation shall be complete only when the Company actually Relocates the Company Facilities, restores the Relocation site in accordance with Section 6.7 of this Franchise or as otherwise agreed with the City, and removes from the site equipment, material and other impediments. “Unused” for the purposes of this Franchise shall mean that the Company is no longer using the Company Facilities in question and has no plans to use the Company Facilities in the foreseeable future.

F. **Scope of Obligation.** Notwithstanding anything to the contrary in this Franchise, the Company shall not be required to Relocate any Company Facilities from property (a) owned by the Company in fee; or (b) in which the Company has a property right, grant or interest, including without limitation an easement.

G. **Underground Relocation.** Underground Company Facilities shall be Relocated underground. Above-ground Company Facilities shall be Relocated above ground unless the Company is paid for the incremental amount by which the underground cost would exceed the above ground cost of Relocation, or the City requests that such additional incremental cost be paid out of available funds under Article 11.

H. **Coordination.**

(1) When requested in writing by the City or the Company, representatives of the City and the Company shall meet to share information regarding anticipated projects which will require Relocation of Company Facilities in City Streets and Other City Property. Such meetings shall be for the purpose of minimizing conflicts where possible and to facilitate coordination with any reasonable timetable established by the City for any Public Project.

(2) The City shall make reasonable best efforts to provide the Company with one (1) year advance notice of any planned City Street repaving. The Company shall make reasonable best efforts to complete any necessary or anticipated repairs or upgrades to Company Facilities that are located underneath City Streets within the one-year period if practicable.

I. **Proposed Alternatives or Modifications.** Upon receipt of written notice of a required Relocation, the Company may propose an alternative to or modification of the Public Project requiring the Relocation in an effort to mitigate or avoid the impact of the
required Relocation of Company Facilities. The City shall in good faith review the proposed alternative or modification. The acceptance of the proposed alternative or modification shall be at the discretion of the City. In the event the City accepts the proposed alternative or modification, the Company agrees to promptly compensate the City for all additional costs, expenses or delay that the City reasonably determines resulted from the implementation of the proposed alternative.

§6.9 **New or Modified Service Requested by City.** The conditions under which the Company shall install new or modified Utility Service to the City as a customer shall be governed by this Franchise and the Company’s Tariffs and the Tariffs shall control in the event of a conflict between this Franchise and the Tariff.

§6.10 **Service to New Areas.** If the territorial boundaries of the City are expanded during the term of this Franchise, the Company shall, to the extent permitted by law, extend service to Residents in the expanded area at the earliest practicable time if the expanded area is within the Company’s PUC-certificated service territory. Service to the expanded area shall be in accordance with the terms of the Tariffs and this Franchise, including the payment of Franchise Fees.

§6.11 **City Not Required to Advance Funds if Permitted by Tariffs.** Upon receipt of the City’s authorization for billing and construction, the Company shall install Company Facilities to provide Utility Service to the City as a customer, without requiring the City to advance funds prior to construction. The City shall pay for the installation of Company Facilities once completed in accordance with the Tariffs. Notwithstanding anything to the contrary, the provisions of this Section allowing the City to not advance funds prior to construction shall only apply to the extent permitted by the Tariffs.

§6.12 **Technological Improvements.** The Company shall use its best efforts to incorporate, as soon as practicable, technological advances in its equipment and service within the City when such advances are technically and economically feasible and are safe and beneficial to the City and its Residents.

**ARTICLE 7**
**RELIABILITY**

§7.1 **Reliability.** The Company shall operate and maintain Company Facilities efficiently and economically, in accordance with Industry Standards, and in accordance with the standards, systems, methods and skills consistent with the provision of adequate, safe and reliable Utility Service.

§7.2 **Franchise Performance Obligations.** The Company recognizes that, as part of its obligations and commitments under this Franchise, the Company shall carry out each of its performance obligations in a timely, expeditious, efficient, economical and workmanlike manner.
§7.3 **Reliability Reports.** Upon written request, the Company shall provide the City with a report regarding the reliability of Company Facilities and Utility Service.

**ARTICLE 8**

**COMPANY PERFORMANCE OBLIGATIONS**

§8.1 **New or Modified Service to City Facilities.** In providing new or modified Utility Service to City facilities, the Company agrees to perform as follows:

A. **Performance.** The Company shall complete each project requested by the City within a reasonable time. The parties agree that a reasonable time shall not exceed one hundred eighty (180) days from the date upon which the City makes a written request and provides the required Supporting Documentation for all Company Facilities other than traffic facilities. The Company shall be entitled to an extension of time to complete a project where the Company’s performance was delayed due to Force Majeure. Upon request of the Company, the City may also grant the Company reasonable extensions of time for good cause shown and the City shall not unreasonably withhold any such extension.

B. **City Revision of Supporting Documentation.** Any revision by the City of Supporting Documentation provided to the Company that causes the Company to substantially redesign or substantially change its plans regarding new or modified service to City facilities shall be deemed good cause for a reasonable extension of time to complete the Relocation under this Franchise. The Company shall advise the City of a claimed extension under this provision, including the estimated length of the claimed extension.

C. **Completion/Restoration.** Each project shall be complete only when the Company actually provides the service installation or modification required, restores the project site in accordance with the terms of this Franchise, or as otherwise agreed with the City, and removes or properly abandons, on site, any unused Company Facilities, equipment, material and other impediments.

§8.2 **Adjustments to Company Facilities.** The Company shall perform adjustments to Company Facilities that are consistent with Industry Standards, including manhole rings and other appurtenances in City Streets, and Other City Property, to accommodate City Street maintenance, repair and paving operations at no cost to the City. In providing such adjustments to Company Facilities, the Company agrees to perform as follows:

A. **Performance.** The Company shall complete each requested adjustment within a reasonable time, not to exceed thirty (30) days from the date upon which the City makes a written request and provides to the Company all information reasonably necessary to perform the adjustment. The Company shall be entitled to an extension of time to complete an adjustment where the Company’s performance was delayed due to Force Majeure. Upon request of the Company, the City may also grant the Company reasonable extensions of time for good cause shown.
B. **Completion/Restoration.** Each such adjustment shall be complete only when the Company actually adjusts and, if required, readjusts, Company Facilities to accommodate City operations in accordance with City instructions following City paving operations.

C. **Coordination.** As requested by the City or the Company, representatives of the City and the Company shall meet regarding anticipated City Street maintenance operations which will require such adjustments to Company Facilities in City Streets or Other City Property. Such meetings shall be for the purpose of coordinating and facilitating performance under this Section.

§8.3 **Third Party Damage Recovery.**

A. **Damage to Company Interests.** If any individual or entity damages any Company Facilities, to the extent permitted by law the City will notify the Company of any such incident of which it has knowledge and will provide to the Company within a reasonable time all pertinent information within its possession regarding the incident and the damage, including the identity of the responsible individual or entity.

B. **Damage to Company Property for which the City is Responsible.** If any individual or entity damages any Company Facilities for which the City is obligated to reimburse the Company for the cost of the repair or replacement, to the extent permitted by law, the Company will notify the City of any such incident of which it has knowledge and will provide to the City within a reasonable time all pertinent information within its possession regarding the incident and the damage, including the identity of the responsible individual or entity.

C. **Meeting.** The Company and the City agree to meet periodically upon written request of either party for the purpose of developing, implementing, reviewing, improving and/or modifying mutually beneficial procedures and methods for the efficient gathering and transmittal of information useful in recovery efforts against third parties for damaging Company Facilities.

**ARTICLE 9**

**BILLING AND PAYMENT**

§9.1 **Billing for Utility Service.**

A. **Monthly Billing.** Unless otherwise provided in the Tariffs, the rules and regulations of the PUC, or the Public Utility Law, the Company shall render bills monthly to the offices of the City for Utility Service and other related services for which the Company is entitled to payment.

B. **Address for Billing.** Billings for service rendered during the preceding month shall be sent to the person(s) designated by the City, and payment for same shall be made as prescribed in this Franchise and the applicable Tariffs.
C. **Supporting Documents.** To the extent requested by the City, the Company shall provide all billings and any underlying Supporting Documentation reasonably requested by the City in an editable and manipulatable electronic format that is acceptable to the Company and the City.

D. **Annual Meetings.** The Company agrees to meet with the City on a reasonable basis at the City’s request, but no less frequently than once a year, for the purpose of developing, implementing, reviewing, and/or modifying mutually beneficial and acceptable billing procedures, methods, and formats which may include, without limitation, electronic billing and upgrades or beneficial alternatives to the Company’s current most advanced billing technology, for the efficient and cost effective rendering and processing of such billings submitted by the Company to the City.

§9.2 **Payment to City.** In the event the City determines after written notice to the Company that the Company is liable to the City for payments, costs, expenses or damages of any nature, and subject to the Company’s right to challenge such determination, the City may deduct all monies due and owing the City from any other amounts currently due and owing the Company. Upon receipt of such written notice, the Company may request a meeting between the Company’s designee and a designee of the City to discuss such determination. The City agrees to attend such a meeting. As an alternative to such deduction and subject to the Company’s right to challenge, the City may bill the Company for such assessment(s), in which case, the Company shall pay each such bill within thirty (30) days of the date of receipt of such bill unless it challenges the validity of the charge. If the Company challenges the City determination of liability, the City shall make such payments to the Company for Utility Service received by City pursuant to the Tariffs until the challenge has been finally resolved.

**ARTICLE 10**

**USE OF COMPANY FACILITIES**

§10.1 **City Use of Company Electric Distribution Poles.** The City shall be permitted to make use of Company electric distribution poles in the City, subject to the applicable Tariffs, without a use fee for the placement of City equipment or facilities necessary to serve a legitimate police, fire, emergency, public safety or traffic control purpose. The City shall be responsible for costs associated with modifications to Company electric distribution poles to accommodate the City’s use of such Company electric distribution poles and for any electricity used. No such use of Company electric distribution poles may occur if it would constitute a safety hazard or would interfere with the Company’s use of Company Facilities. Any such City use must comply with the National Electric Safety Code and all other applicable laws, rules, regulations and Industry Standards.

§10.2 **Third Party Use of Company Electric Distribution Poles.** If requested in writing by the City, the Company may allow other companies who hold franchises, or otherwise have obtained consent from the City to use City Streets or Other City Property to utilize Company electric distribution poles in City Streets and Other City Property, subject to the Tariffs, for the placement of their facilities upon approval by the Company and agreement.
upon reasonable terms and conditions, including payment of fees established by the Company. No such use shall be permitted if it would constitute a safety hazard or would interfere with the Company's use of Company Facilities. The Company shall not be required to permit the use of Company electric distribution poles for the provision of utility service except as otherwise required by law.

§10.3 City Use of Company Transmission Rights-of-Way. The Company shall offer to grant to the City use of transmission rights-of-way which it now, or in the future, owns in fee within the City for trails, parks and open space on terms comparable to those offered to other municipalities; provided, however, that the Company shall not be required to make such an offer in any circumstance where such use would constitute a safety hazard or would interfere with the Company’s use of the transmission right-of-way. To exercise this right, the City must make a specific, advance written request to the Company for any such use and must enter such written agreements as the Company may reasonably require.

§10.4 Emergencies. Upon written request, the Company shall assist the City in developing an emergency management plan that is consistent with Company policies. The City and the Company shall work cooperatively with each other in any emergency or disaster situation to address the emergency or disaster.

ARTICLE 11
UNDERGROUNDING OF OVERHEAD FACILITIES

§11.1 Underground Electrical Lines in New Areas.

Upon payment to the Company of the charges provided in the Tariffs or their equivalent, the Company shall place all newly constructed electrical distribution lines in newly developed areas of the City underground in accordance with applicable laws, regulations and orders of the City. Such underground construction shall be consistent with Industry Standards.

§11.2 Underground Conversion at Expense of Company.

A. Underground Conversion Program. The Company shall budget and allocate an annual amount, equivalent to one percent (1%) of the preceding year’s Electric Gross Revenues, for the purpose of undergrounding its existing overhead electric distribution lines in the City in City Streets (excluding alleys and access easements), and Other City Property, as may be requested by the City (the “Underground Program”), so long as the underground conversion does not result in end use customers of the Company incurring any costs related to the conversion and does not require the Company to obtain any additional land use rights. If the City requires Relocation of overhead electric distribution facilities in City Streets and Other City Property and there is no room to relocate the Company facilities overhead, the Company may relocate the Company Facilities underground, and may charge the incremental cost of undergrounding to the Underground Program.
B. Unexpended Portion and Advances. Any unexpended portion of the Underground Program shall be carried over to succeeding years and, in addition, upon request by the City, the Company agrees to advance and expend amounts anticipated to be available under the preceding paragraph for up to three (3) years in advance provided there are at least three (3) years remaining under the term of this Franchise. Any amounts so advanced shall be credited against amounts to be expended in succeeding years. Any funds left accumulated under any prior franchise shall be carried over to this Franchise. Notwithstanding the foregoing, the City shall have no vested interest in monies allocated to the Underground Program and any monies in the Underground Program not expended at the expiration or termination of this Franchise shall remain the property of the Company. At the expiration or termination of this Franchise, the Company shall not be required to underground any existing overhead facilities pursuant to this Article, but may do so in its sole discretion.

C. System-wide Undergrounding. If, during the term of this Franchise, the Company receives authority from the PUC to undertake a system-wide program or programs of undergrounding its electric distribution facilities system wide, the Company shall budget and allocate to the program of undergrounding in the City such amount as may be determined and approved by the PUC, but in no case shall such amount be less than the one percent (1%) of annual Electric Gross Revenues provided above.

D. City Requirement to Underground. In addition to the provisions of this Article, the City may require any above ground Company Facilities in City Streets, and Other City Property to be moved underground at the City’s expense.

§11.3 Undergrounding Performance. Upon receipt of a written request from the City, the Company shall underground Company Facilities pursuant to the provisions of this Article, in accordance with the procedures set forth in this Section.

A. Estimates. Promptly upon receipt of an undergrounding request from the City and the Supporting Documentation necessary for the Company to design the undergrounding project, the Company shall prepare a detailed, good faith cost estimate of the anticipated actual cost of the requested project for the City to review and, if acceptable to the City, the City will issue a project authorization. At the City’s request, the Company will provide all documentation that forms the basis of the estimate that is not proprietary. The Company will not proceed with any requested project until the City has provided a written acceptance of the Company’s estimate.

B. Performance. The Company shall complete each undergrounding project requested by the City within a reasonable time considering the size and scope of each project, not to exceed two hundred forty (240) days from the later of the date upon which the City makes a written request or the date the City provides to the Company all Supporting Documentation. The Company shall have one hundred twenty (120) days after receiving the City’s written request to design project plans, prepare the good faith estimate, and transmit same to the City for review. If the City's approval of the plans and estimate has not been granted, the Company’s good faith estimate will be void sixty (60) days after
delivery of the plans and estimate to the City. If the plans and estimate are approved by the City, the Company shall have one hundred twenty (120) days to complete the project, from the date of the City’s authorization of the underground project, plus any of the one hundred twenty (120) unused days in preparing the good faith estimate. At the Company’s sole discretion, if the good faith estimate has expired because the City has not approved the same within sixty (60) days, the Company may extend the good faith estimate or prepare a new estimate using current prices. The Company shall be entitled to an extension of time to complete each undergrounding project where the Company’s performance was delayed due to a Force Majeure condition. Upon written request of the Company, the City may also grant the Company reasonable extensions of time for good cause shown and the City shall not unreasonably withhold any such extension.

C. City Revision of Supporting Documentation. Any revision by the City of Supporting Documentation provided to the Company that causes the Company to substantially redesign or change its plans regarding an undergrounding project shall be deemed good cause for a reasonable extension of time to complete the undergrounding project under this Franchise. The Company shall advise the City of a claimed extension under this provision, including the estimated length of the claimed extension and the revised date by which the undergrounding project is estimated to be completed.

D. Completion/Restoration. Each undergrounding project undertaken pursuant to this Article shall be complete only when the Company actually undergrounds the designated Company Facilities and restores the undergrounding site in accordance with Section 6.7 of this Franchise, or as otherwise agreed with the City. When performing underground conversions of overhead facilities, the Company shall make reasonable efforts consistent with its contractual obligations to persuade joint users of Company distribution poles to remove their facilities from such poles within the time allowed by this Article.

E. Report of Actual Costs. Upon completion of each undergrounding project undertaken pursuant to this Article, the Company shall submit to the City a detailed report of the Company’s actual cost to complete the project and the Company shall reconcile this total actual cost with the accepted cost estimate. The report shall be provided within one hundred twenty (120) days after completion of the project and written request from the City.

F. Audit of Underground Projects. The City may require the Company to undertake an independent audit of up to two (2) undergrounding projects in any calendar year. The City shall make any such request in writing within one hundred twenty (120) days of receipt of the report of actual costs, as referenced in Section 11.3.E. Such audits shall be limited to projects completed within 365 days of the date when the audit is requested. The cost of any such independent audit shall reduce the amount of the Underground Program. The Company shall cooperate with any audit and the independent auditor shall prepare and provide to the City and the Company a final audit report showing the actual costs associated with completion of the project. If a project audit is required by the City, only those actual project costs confirmed and verified by the independent auditor
as reasonable and necessary to complete the project shall be charged against the Underground Program balance.

§11.4 Audit of Underground Program. Upon written request, every three (3) years commencing at the end of the third year of this Franchise, the Company shall cause an independent auditor to investigate and determine the correctness of the charges to the Underground Program. Such audits shall be limited to the previous three (3) calendar years. Audits performed pursuant to this Section shall be limited to charges to the Underground Program and shall not include an audit of individual underground projects. The independent auditor shall provide to the City and the Company a written report containing its findings. The Company shall reconcile the Underground Program balance consistent with the findings contained in the independent auditor’s written report. The costs of the audit and investigation shall be charged against the Underground Program balance.

§11.5 Cooperation with Other Utilities. When undertaking an undergrounding project the City and the Company shall coordinate with other utilities or companies that have their facilities above ground to attempt to have all facilities undergrounded as part of the same project. When other utilities or companies are placing their facilities underground, to the extent the Company has received prior written notification, the Company shall cooperate with these utilities and companies and undertake to underground Company Facilities as part of the same project where financially, technically and operationally feasible. The Company shall not be required to pay for any costs of undergrounding the facilities of other companies or the City.

§11.6 Planning and Coordination of Undergrounding Projects. The City and the Company shall mutually plan in advance the scheduling of undergrounding projects to be undertaken according to this Article as a part of the review and planning for other City and Company construction projects. The City and the Company agree to meet, as required, to review the progress of the current undergrounding projects and to review planned future undergrounding projects. The purpose of such meetings shall be to further cooperation between the City and the Company in order to achieve the orderly undergrounding of Company Facilities. Representatives of both the City and the Company shall meet periodically to review the Company’s undergrounding of Company Facilities and at such meetings shall review:

A. Undergrounding, including conversions, Public Projects and replacements that have been accomplished or are underway, together with the Company’s plans for additional undergrounding; and

B. Public Projects anticipated by the City.
ARTICLE 12
PURCHASE OR CONDEMNATION

§12.1 City's Right to Purchase or Condemn.

A. Right and Privilege of City. The right and privilege of the City to construct, own and operate a municipal utility, and to purchase pursuant to a mutually acceptable agreement or condemn any Company Facilities located within the territorial boundaries of the City, and the Company’s rights in connection therewith, as set forth in applicable provisions of the constitution, statutes and case law of the State of Colorado relating to the acquisition of public utilities, are expressly recognized. The City shall have the right, within the time frames and in accordance with the procedures set forth in such provisions, to condemn Company Facilities, land, rights-of-way and easements now owned or to be owned by the Company located within the territorial boundaries of the City. In the event of any such condemnation, no value shall be ascribed or given to the right to use City Streets or Other City Property granted under this Franchise in the valuation of the property thus sold.

B. Notice of Intent to Purchase or Condemn. The City shall provide the Company no less than one (1) year’s prior written notice of its intent to purchase or condemn Company Facilities. Nothing in this Section shall be deemed or construed to constitute a consent by the Company to the City’s purchase or condemnation of Company Facilities, nor a waiver of any Company defenses or challenges related thereto.

ARTICLE 13
MUNICIPALLY PRODUCED UTILITY SERVICE


A. City Reservation. The City expressly reserves the right to engage in the production of utility service to the extent permitted by law. The Company agrees to negotiate in good faith long term contracts to purchase City-generated power made available for sale, consistent with PUC requirements and other applicable requirements. The Company further agrees to offer transmission and delivery services to the City that are required by judicial, statutory or regulatory directive and that are comparable to the services offered to any other customer with similar generation facilities.

B. Franchise Not to Limit City’s or Company’s Rights. Nothing in this Franchise prohibits the City from becoming an aggregator of utility service or from selling utility service to customers should it be permissible under law, nor does it affect the Company’s rights and obligations pursuant to any Certificate of Public Convenience and Necessity granted by the PUC.
ARTICLE 14
ENVIRONMENT AND CONSERVATION

§14.1 Environmental Leadership. The City and the Company agree that sustainable development, environmental excellence and innovation shall form the foundation of the Utility Service provided by the Company under this Franchise. The Company agrees to continue to actively pursue reduction of carbon emissions attributable to its electric generation facilities with a rigorous combination of Energy Conservation and Energy Efficiency measures, Clean Energy measures, and promoting and implementing the use of Renewable Energy Resources on both a distributed and centralized basis. The Company shall continue to cost-effectively monitor its operations to mitigate environmental impacts; shall meet the requirements of environmental laws, regulations and permits; shall invest in cost-effective, environmentally sound technologies; shall consider environmental issues in its planning and decision making; and shall support environmental research and development projects and partnerships in our communities through various means, including without limitation corporate giving and employee involvement. The Company shall continue to explore ways to reduce water consumption at its facilities and to use recycled water where feasible. The Company shall continue to work with the U.S. Fish and Wildlife Service to develop and implement avian protection plans to reduce electrocution and collision risks by eagles, raptors and other migratory birds with transmission and distribution lines. If requested in writing by the City on or before December 1\textsuperscript{st} of each year, the Company shall provide the City a written report describing its progress in carbon reduction and other environmental efforts, and the parties shall meet at a mutually convenient time and place for a discussion of such. In meeting its obligation under this Section, the Company is not precluded from providing existing internal and external reports that may be used for other reporting requirements.

§14.2 Conservation. The City and the Company recognize and agree that Energy Conservation programs offer opportunities for the efficient use of energy and possible reduction of energy costs. The City and the Company further recognize that creative and effective Energy Conservation solutions are crucial to sustainable development. The Company recognizes and shares the City’s stated objectives to advance the implementation of cost-effective Energy Efficiency and Energy Conservation programs that direct opportunities to Residents to manage more efficiently their use of energy and thereby create the opportunity to reduce their energy bills. The Company commits to offer programs that attempt to capture market opportunities for cost-effective Energy Efficiency improvements such as municipal specific programs that provide cash rebates for efficient lighting, energy design programs to assist architects and engineers to incorporate Energy Efficiency in new construction projects, and re-commissioning programs to analyze existing systems to optimize performance and conserve energy according to current and future demand side management (“DSM”) programs. In doing so, the Company recognizes the importance of (i) implementing cost-effective programs the benefits of which would otherwise be lost if not pursued in a timely fashion; and (ii) developing cost-effective programs for the various classes of the Company’s customers, including low-income customers. The Company shall advise the City and its Residents of the
availability of assistance that the Company makes available for investments in Energy Conservation through newspaper advertisements, bill inserts and Energy Efficiency workshops and by maintaining information about these programs on the Company’s website. Further, at the City’s request, the Company’s Area Manager shall act as the primary liaison with the City who will provide the City with information on how the City may take advantage of reducing energy consumption in City facilities and how the City may participate in Energy Conservation and Energy Efficiency programs sponsored by the Company. As such, the Company and the City commit to work cooperatively and collaboratively to identify, develop, implement and support programs offering creative and sustainable opportunities to Company customers and Residents, including low-income customers. The Company agrees to help the City participate in Company programs and, when opportunities exist to partner with others, such as the State of Colorado, the Company will help the City pursue those opportunities. In addition, and in order to assist the City and its Residents’ participation in Renewable Energy Resource programs, the Company shall: notify the City regarding eligible Renewable Energy Resource programs; provide the City with technical support regarding how the City may participate in Renewable Energy Resource programs; and advise Residents regarding eligible Renewable Energy Resource programs. Notwithstanding the foregoing, to the extent that any Company assistance is needed to support Renewable Energy Resource Programs that are solely for the benefit of Company customers located within the City, the Company retains the sole discretion as to whether to incur such costs.

§14.3 Continuing Commitment. It is the express intention of the City and the Company that the collaborative effort provided for in this Article continue for the entire term of this Franchise. The City and the Company also recognize, however, that the programs identified in this Article may be for a limited duration and that the regulations and technologies associated with Energy Conservation are subject to change. Given this variability, the Company agrees to maintain its commitment to sustainable development and Energy Conservation for the term of this Franchise by continuing to provide leadership, support and assistance, in collaboration with the City, to identify, develop, implement and maintain new and creative programs similar to the programs identified in this Franchise in order to help the City achieve its environmental goals.

§14.4 PUC Approval. Nothing in this Article shall be deemed to require the Company to invest in technologies or to incur costs that it has a good faith belief the PUC will not allow the Company to recover through the ratemaking process.

§14.5 Sustainability Committee. To the extent the City has a sustainability committee, it shall provide the Company an opportunity to have a Company representative on such committee. Any Company representative may participate in regular committee meetings for the purpose of providing information on Company programs and offerings and will be a meaningful participant as it relates to Company programs and offerings.
ARTICLE 15
TRANSFER OF FRANCHISE

§15.1 Consent of City Required. The Company shall not transfer or assign any rights under this Franchise to an unaffiliated third party, except by merger with such third party, or, except when the transfer is made in response to legislation or regulatory requirements, unless the City approves such transfer or assignment in writing. Approval of the transfer or assignment shall not be unreasonably withheld, conditioned or delayed.

§15.2 Transfer Fee. In order that the City may share in the value this Franchise adds to the Company’s operations, any transfer or assignment of rights granted under this Franchise requiring City approval, as set forth herein, shall be subject to the condition that the Company shall promptly pay to the City a transfer fee in an amount equal to the proportion of the amount of franchise fees paid by the Company to the City in the most recent calendar year (the numerator) to the amount of franchise fees paid to the City and County of Denver in the most recent calendar year (the denominator) multiplied by one million dollars ($1,000,000.00). Except as otherwise required by law, such transfer fee shall not be recovered from a surcharge placed only on the rates of Residents.

ARTICLE 16
CONTINUATION OF UTILITY SERVICE

§16.1 Continuation of Utility Service. In the event this Franchise is not renewed at the expiration of its term or is terminated for any reason, and the City has not provided for alternative utility service, the Company shall have no obligation to remove any Company Facilities from City Streets, Public Utility Easements or Other City Property or discontinue providing Utility Service unless otherwise ordered by the PUC, and shall continue to provide Utility Service within the City until the City arranges for utility service from another provider. The City acknowledges and agrees that the Company has the right to use City Streets, Other City Property and Public Utility Easements during any such period. The Company further agrees that it will not withhold any temporary Utility Service necessary to protect the public. The City agrees that in the circumstances of this Article, the Company shall be entitled to monetary compensation as provided in the Tariffs and the Company shall be entitled to collect from Residents and, upon the City’s compliance with applicable provisions of law, shall be obligated to pay the City, at the same times and in the same manner as provided in this Franchise, an aggregate amount equal to the amount which the Company would have paid as a franchise fee as consideration for use of the City’s Streets, and Other City Property. Only upon receipt of written notice from the City stating that the City has adequate alternative utility service for Residents and upon order of the PUC shall the Company be allowed to discontinue the provision of Utility Service to the City and its Residents.
ARTICLE 17
INDEMNIFICATION AND IMMUNITY

§17.1 City Held Harmless. The Company shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of or arising from the grant of this Franchise, the exercise by the Company of the related rights, and shall pay the costs of defense plus reasonable attorney fees. The City shall: (a) give prompt written notice to the Company of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) unless in the City’s judgment a conflict of interest may exist between the City and the Company with respect to such claim, demand or lien, shall permit the Company to assume the defense of such claim, demand, or lien with counsel reasonably satisfactory to the City. If such defense is assumed by the Company, the Company shall not be subject to liability for any settlement made without its consent. If such defense is not assumed by the Company or if the City determines that a conflict of interest exists, the parties reserve all rights to seek all remedies available in this Franchise against each other. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or intentional act or failure to act of the City or any of its officers, agents or employees or to the extent that the City is acting in its capacity as a customer of record of the Company. Unless otherwise required by law, no expenses paid or reimbursed by the Company under this Section shall be surcharged solely to Residents.

§17.2 Immunity. Nothing in this Section or any other provision of this Franchise shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City may have under the Colorado Governmental Immunity Act (§24-10-101, C.R.S., et. seq.) or of any other defenses, immunities, or limitations of liability available to the City by law.

ARTICLE 18
BREACH

§18.1 Change of Tariffs. The City and the Company agree to take all reasonable and necessary actions to assure that the terms of this Franchise are performed. The Company reserves the right to seek a change in its Tariffs, including without limitation the rates, charges, terms, and conditions of providing Utility Service to the City and its Residents, and the City retains all rights that it may have to intervene and participate in any such proceedings.

§18.2 Breach.

A. Notice/Cure/Remedies. Except as otherwise provided in this Franchise, if a party (the “Breaching Party”) to this Franchise fails or refuses to perform any of the terms or conditions of this Franchise (a “Breach”), the other party (the “Non-Breaching Party”) may provide written notice to the Breaching Party of such Breach. Upon receipt of such notice, the Breaching Party shall be given a reasonable time, not to exceed thirty (30) days in which to remedy the Breach or, if such Breach cannot be remedied in thirty (30) days,
such additional time as reasonably needed to remedy the Breach, but not exceeding an
additional thirty (30) day period, or such other time as the parties may agree. If the
Breaching Party does not remedy the Breach within the time allowed in the notice, the
Non-Breaching Party may exercise all lawful remedies for such Breach.

B. **Termination of Franchise by City.** In addition to the foregoing remedies, if
the Company fails or refuses to perform any material term or condition of this Franchise (a
“Material Breach”), the City may provide written notice to the Company of such Material
Breach. Upon receipt of such notice, the Company shall be given a reasonable time, not to
exceed ninety (90) days in which to remedy the Material Breach or, if such Material Breach
cannot be remedied in ninety (90) days, such additional time as reasonably needed to
remedy the Material Breach, but not exceeding an additional ninety (90) day period, or
such other time as the parties may agree. If the Company does not remedy the Material
Breach within the time allowed in the notice, the City may, in its sole discretion, terminate
this Franchise. This remedy shall be in addition to the City’s right to exercise any of the
remedies provided for elsewhere in this Franchise. Upon such termination, the Company
shall continue to provide Utility Service to the City and its Residents (and shall continue to
have associated rights and grants needed to provide such service) until the City makes
alternative arrangements for such service and until otherwise ordered by the PUC and the
Company shall be entitled to collect from Residents and, upon the City complying with
applicable provisions of law, shall be obligated to pay the City, at the same times and in the
same manner as provided in this Franchise, an aggregate amount equal to the amount
which the Company would have paid as a franchise fee as consideration for use of the City
Streets, and Other City Property. Unless otherwise provided by law, the Company shall be
entitled to collect such amount from Residents.

C. **Company Shall Not Terminate Franchise.** In no event does the Company
have the right to terminate this Franchise.

D. **No Limitation.** Except as provided herein, nothing in this Franchise shall
limit or restrict any legal rights or remedies that either party may possess arising from any
alleged Breach of this Franchise.

ARTICLE 19
AMENDMENTS

§19.1 **Proposed Amendments.** At any time during the term of this Franchise, the City or the
Company may propose amendments to this Franchise by giving thirty (30) days written
notice to the other of the proposed amendment(s) desired, and both parties thereafter,
through their designated representatives, will, within a reasonable time, negotiate in good
faith in an effort to agree upon mutually satisfactory amendment(s). However, nothing
contained in this Section shall be deemed to require either party to consent to any
amendment proposed by the other party.
§19.2 **Effective Amendments.** No alterations, amendments or modifications to this Franchise shall be valid unless executed in writing by the parties, which alterations, amendments or modifications shall be adopted with the same formality used in adopting this Franchise, to the extent required by law. Neither this Franchise, nor any term herein, may be changed, modified or abandoned, in whole or in part, except by an instrument in writing, and no subsequent oral agreement shall have any validity whatsoever. Any amendment of the Franchise shall become effective only upon the approval of the PUC, if such PUC approval is required.

**ARTICLE 20**

**EQUAL OPPORTUNITY**

§20.1 **Economic Development.** The Company is committed to the principle of stimulating, cultivating and strengthening the participation and representation of persons of color, women and members of other under-represented groups within the Company and in the local business community. The Company believes that increased participation and representation of under-represented groups will lead to mutual and sustainable benefits for the local economy. The Company is committed also to the principle that the success and economic well-being of the Company is closely tied to the economic strength and vitality of the diverse communities and people it serves. The Company believes that contributing to the development of a viable and sustainable economic base among all Company customers is in the best interests of the Company and its shareholders.

§20.2 **Employment.**

A. **Programs.** The Company is committed to undertaking programs that identify, consider and develop persons of color, women and members of other under-represented groups for positions at all skill and management levels within the Company.

B. **Businesses.** The Company recognizes that the City and the business community in the City, including women and minority owned businesses, provide a valuable resource in assisting the Company to develop programs to promote persons of color, women and members of under-represented communities into management positions, and agrees to keep the City regularly advised of the Company’s progress by providing the City a copy of the Company’s annual affirmative action report upon the City’s written request.

C. **Recruitment.** In order to enhance the diversity of the employees of the Company, the Company is committed to recruiting diverse employees by strategies such as partnering with colleges, universities and technical schools with diverse student populations, utilizing diversity-specific media to advertise employment opportunities, internships, and engaging recruiting firms with diversity-specific expertise.

D. **Advancement.** The Company is committed to developing a world-class workforce through the advancement of its employees, including persons of color, women
and members of under-represented groups. In order to enhance opportunities for
advancement, the Company will offer training and development opportunities for its
employees. Such programs may include mentoring programs, training programs,
classroom training and leadership programs.

E. **Non-Discrimination.** The Company is committed to a workplace free of
discrimination based on race, color, religion, national origin, gender, age, military status,
sexual orientation, marital status, or physical or mental disability or any other protected
status in accordance with all federal, state or local laws. The Company shall not, solely
because of race, creed, color, religion, gender, sexual orientation, marital status, age,
military status, national origin or ancestry, or physical or mental disability, refuse to hire,
discharge, promote, demote or discriminate in matters of compensation, against any person
otherwise qualified.

F. **Board of Directors.** The Company shall identify and consider women,
persons of color and other under-represented groups to recommend for its Board of
Directors, consistent with the responsibility of boards to represent the interests of the
Shareholders, customers and employees of the Company.

§20.3 **Contracting.**

A. **Contracts.** It is the Company’s policy to make available to minority and
women owned business enterprises and other small and/or disadvantaged business
enterprises the maximum practical opportunity to compete with other service providers,
contractors, vendors and suppliers in the marketplace. The Company is committed to
increasing the proportion of Company contracts awarded to minority and women owned
business enterprises and other small and/or disadvantaged business enterprises for
services, construction, equipment and supplies to the maximum extent consistent with the
efficient and economical operation of the Company.

B. **Community Outreach.** The Company agrees to maintain and continuously
develop contracting and community outreach programs calculated to enhance
opportunity and increase the participation of minority and women owned business
enterprises and other small and/or disadvantaged business enterprises to encourage
economic vitality. The Company agrees to keep the City regularly advised of the
Company’s programs.

C. **Community Development.** The Company shall maintain and support
partnerships with local chambers of commerce and business organizations, including those
representing predominately minority owned, women owned and disadvantaged businesses,
to preserve and strengthen open communication channels and enhance opportunities for
minority owned, women owned and disadvantaged businesses to contract with the
Company.
§20.4 **Coordination.** City agencies provide collaborative leadership and mutual opportunities or programs relating to City based initiatives on economic development, employment and contracting opportunity. The Company agrees to review Company programs and mutual opportunities responsive to this Article with these agencies, upon their request, and to collaborate on best practices regarding such programs and coordinate and cooperate with the agencies in program implementation.

**ARTICLE 21**
**MISCELLANEOUS**

§21.1 **No Waiver.** Neither the City nor the Company shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any such terms and conditions.

§21.2 **Successors and Assigns.** The rights, privileges, and obligations, in whole or in part, granted and contained in this Franchise shall inure to the benefit of and be binding upon the Company, its successors and assigns, to the extent that such successors or assigns have succeeded to or been assigned the rights of the Company pursuant to Article 15 of this Franchise. Upon a transfer or assignment pursuant to Article 15, the Company shall be relieved from all liability from and after the date of such transfer.

§21.3 **Third Parties.** Nothing contained in this Franchise shall be construed to provide rights to third parties.

§21.4 **Notice.** Both parties shall designate from time to time in writing representatives for the Company and the City who will be the persons to whom notices shall be sent regarding any action to be taken under this Franchise. Notice shall be in writing and forwarded by certified mail, reputable overnight courier or hand delivery to the persons and addresses as hereinafter stated, unless the persons and addresses are changed at the written request of either party, delivered in person or by certified mail. Notice shall be deemed received (a) three (3) days after being mailed via the U.S. Postal Service, (b) one (1) business day after mailed if via reputable overnight courier, or (c) upon hand delivery if delivered by courier. Until any such change shall hereafter be made, notices shall be sent as follows:

To the City:
- City Clerk
- City of Black Hawk
- PO Box 68
- Black Hawk, CO 80422
With a copy to:

City Attorney
City of Black Hawk
PO Box 68
Black Hawk, CO 80422

To the Company:

Regional Vice President, Customer and Community Relations
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

With a copy to:

Legal Department
Public Service Company of Colorado
P.O. Box 840
Denver, Colorado 80201

and

Area Manager
Public Service Company of Colorado
5460 West 60th Avenue
Arvada, Co 80003

§21.5 Examination of Records. The parties agree that any duly authorized representative of the City and the Company shall have access to and the right to examine any directly pertinent non-confidential books, documents, papers, and records of the other party involving any activities related to this Franchise. All such records must be kept for a minimum of the lesser of three (3) years or the time period permitted by a party’s record retention policy. To the extent that either party believes in good faith that it is necessary in order to monitor compliance with the terms of this Franchise to examine confidential books, documents, papers, and records of the other party, the parties agree to meet and discuss providing confidential materials, including without limitation providing such materials subject to a reasonable confidentiality agreement that effectively protects the confidentiality of such materials and complies with PUC rules and regulations.

§21.6 List of Utility Property. The Company shall provide the City, upon request not more than once every two (2) years, a list of electric utility-related real property owned in fee by the Company within the County in which the City is located. All such records must be kept for a minimum of three (3) years or such shorter duration if required by Company policy.
§21.7 **PUC Filings.** Upon written request by the City, the Company shall provide the City non-confidential copies of all applications, advice letters and periodic reports, together with any accompanying non-confidential testimony and exhibits, filed by the Company with the Public Utilities Commission. Notwithstanding the foregoing, notice regarding any gas and electric filings that may affect Utility Service rates in the City shall be sent to the City upon filing.

§21.8 **Information.** Upon written request, the Company shall provide the City Clerk or the City Clerk’s designee with:

   A. A copy of the Company’s or its parent company’s consolidated annual financial report, or alternatively, a URL link to a location where the same information is available on the Company’s website;

   B. Maps or schematics indicating the location of specific Company Facilities (subject to City executing a confidentiality agreement as required by Company policy), including gas or electric lines, located within the City, to the extent those maps or schematics are in existence at the time of the request and related to an ongoing project within the City. The Company does not represent or warrant the accuracy of any such maps or schematics; and

   C. A copy of any report required to be prepared for a federal or state agency detailing the Company’s efforts to comply with federal and state air and water pollution laws.

§21.9 **Payment of Taxes and Fees.**

   A. **Impositions.** Except as otherwise provided herein, the Company shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Franchise (“Impositions”), provided that the Company shall have the right to contest any such Impositions and shall not be in breach of this Section so long as it is actively contesting such Impositions.

   B. **City Liability.** The City shall not be liable for the payment of late charges, interest or penalties of any nature other than pursuant to applicable Tariffs.

§21.10 **Conflict of Interest.** The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Company further agrees not to hire or contract for services any official, officer or employee of the City to the extent prohibited by law, including ordinances and regulations of the City.
§21.11 Certificate of Public Convenience and Necessity. The City agrees to support the Company’s application to the PUC to obtain a Certificate of Public Convenience and Necessity to exercise its rights and obligations under this Franchise.

§21.12 Authority. Each party represents and warrants that except as set forth below, it has taken all actions that are necessary or that are required by its ordinances, regulations, procedures, bylaws, or applicable law, to legally authorize the undersigned signatories to execute this Franchise on behalf of the parties and to bind the parties to its terms. The persons executing this Franchise on behalf of each of the parties warrant that they have full authorization to execute this Franchise. The City acknowledges that notwithstanding the foregoing, the Company requires a Certificate of Public Convenience and Necessity from the PUC in order to operate under the terms of this Franchise.

§21.13 Severability. Should any one or more provisions of this Franchise be determined to be unconstitutional, illegal, unenforceable or otherwise void, all other provisions nevertheless shall remain effective; provided, however, to the extent allowed by law, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft one or more substitute provisions that will achieve the original intent of the parties hereunder.

§21.14 Force Majeure. Neither the City nor the Company shall be in breach of this Franchise if a failure to perform any of the duties under this Franchise is due to Force Majeure.

§21.15 Earlier Franchises Superseded. This Franchise shall constitute the only franchise between the City and the Company related to the furnishing of Utility Service, and it supersedes and cancels all former franchises between the parties.

§21.16 Titles Not Controlling. Titles of the paragraphs herein are for reference only, and shall not be used to construe the language of this Franchise.

§21.17 Applicable Law. Colorado law shall apply to the construction and enforcement of this Franchise. The parties agree that venue for any litigation arising out of this Franchise shall be in the District Court for Gilpin County, State of Colorado.

§21.18 Payment of Expenses Incurred by City in Relation to Franchise Agreement. The Company shall pay for expenses reasonably incurred by the City for the adoption of this Franchise, including the publication of notices, publication of ordinances, and photocopying of documents.

§21.19 Costs of Compliance with Franchise. The parties acknowledge that PUC rules, regulations and final decisions may require that costs of complying with certain provisions of this Franchise be borne by customers of the Company who are located within the City.

§21.20 Conveyance of City Streets, Public Utility Easements or Other City Property. In the event the City vacates, releases, sells, conveys, transfers or otherwise disposes of a City Street, or any portion of a Public Utility Easement or Other City Property in which Company Facilities are located, the City shall reserve an easement in favor of the Company over that
portion of the City Street, Public Utility Easement or Other City Property in which such Company Facilities are located. The Company and the City shall work together to prepare the necessary legal description to effectuate such reservation. For the purposes of Section 6.8.A of this Franchise, the land vacated, released, sold, conveyed, transferred or otherwise disposed of by the City shall no longer be deemed to be a City Street, or Other City Property from which the City may demand the Company temporarily or permanently Relocate Company Facilities at the Company’s expense.

§21.21 Audit. For any audits specifically allowed under this Franchise, such audits shall be subject to the applicable Tariff and PUC rules and regulations. Audits in which the auditor is compensated on the basis of a contingency fee arrangement shall not be permitted.

§21.22 Land Use Coordination. The City shall coordinate with the Company regarding its land use planning. This coordination shall include meeting with the Company and identifying areas for future utility development.
IN WITNESS WHEREOF, the parties have caused this Franchise to be executed as of the day and year first above written.

ATTEST:

Clerk, City of Black Hawk

APPROVED AS TO FORM:
(if applicable)

City Attorney, City of Black Hawk

PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation

By:
Jerome Davis, Regional Vice President,
Customer and Community Relations

STATE OF COLORADO )
) SS.
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this __ day of ____________ , 20___ by Jerome Davis, Regional Vice President, Customer and Community Relations of Public Service Company of Colorado, a Colorado corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: ____________________.
NOTICE OF FURTHER CONSIDERATION OF ORDINANCE GRANTING A GAS AND ELECTRIC FRANCHISE TO PUBLIC SERVICE COMPANY OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that at the regular meeting of the City Council of the City of Black Hawk, Gilpin County, State of Colorado, to be held on February 8, 2017 at the hour of 3:00 p.m., at its usual meeting place at 211 Church Street, in the City of Black Hawk, Colorado, an ordinance of said City of Black Hawk granting a gas and electric franchise to Public Service Company of Colorado, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK HAWK COLORADO APPROVING A FRANCHISE AGREEMENT WITH PUBLIC SERVICE COMPANY OF COLORADO, D/B/A XCEL ENERGY, GRANTING TO XCEL ENERGY THE NON-EXCLUSIVE RIGHT TO MAKE REASONABLE USE OF CITY STREETS, PUBLIC UTILITY EASEMENTS AND OTHER CITY PROPERTY TO PROVIDE GAS AND ELECTRIC UTILITY SERVICE TO THE CITY AND ITS RESIDENTS; TO SELL, STORE, PURCHASE, EXCHANGE, TRANSMIT, TRANSPORT, AND DISTRIBUTE GAS AND ELECTRIC UTILITY SERVICES WITHIN AND THROUGH THE CITY ALL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT; SPECIFYING THAT THE FRANCHISE SHALL BE EFFECTIVE UPON THE EFFECTIVE DATE OF THIS ORDINANCE AND FOR A TERM OF TWENTY (20) YEARS THEREAFTER; SETTING A FRANCHISE FEE OF 3% OF THE GROSS REVENUES OF XCEL ENERGY AS DEFINED IN SAID FRANCHISE; PROVIDING FOR A SURCHARGE THEREFORE; AUTHORIZING THE MAYOR TO EXECUTE THE FRANCHISE AGREEMENT FOR AND ON BEHALF OF THE CITY AND THE CITY CLERK TO ATTEST THERETO; AND, SETTING FORTH OTHER DETAILS RELATED THERETO.

will come before the City Council of the City of Black Hawk for further consideration as to its adoption and passage, as provided by law. Said ordinance was introduced and read for the first time at the regular meeting of said City Council held on January 11, 2017.

PUBLIC SERVICE COMPANY OF COLORADO

By: Preston E. Gibson, III, Area Manager, Xcel Energy
COUNCIL BILL 3
ORDINANCE 2017-3
AN ORDINANCE
AMENDING CHAPTER 10
OF THE BLACK HAWK
MUNICIPAL CODE TO
PROHIBIT CERTAIN
ACTIVITIES WITHIN THE
HISTORY APPRECIATION
RECREATION DESTINATION
(HARD) DISTRICT AND TO
CREATE PENALTIES FOR
THE VIOLATION THEREOF
AN ORDINANCE AMENDING CHAPTER 10 OF THE BLACK HAWK MUNICIPAL CODE TO PROHIBIT CERTAIN ACTIVITIES WITHIN THE HISTORY APPRECIATION RECREATION DESTINATION (HARD) DISTRICT AND TO CREATE PENALTIES FOR THE VIOLATION THEREOF

Section 1. Article II of Chapter 10 of the Black Hawk Municipal Code is hereby amended by the addition of a new Section 10-29, which shall read as follows:

Sec. 10-29. Limitation on activities within the History Appreciation Recreation Destination (HARD) District.

(a) It is unlawful on any property within the HARD District for any person to:

(1) Discharge or cause to be discharged any firearm, as that term is defined in Section 10-163 of this Code;

(2) Build, maintain, attend or use an open fire or to conduct open burning, as those terms are defined in Section 10-135 of this Code;

(3) Permit any dog to run at large. A dog shall be deemed to be running at large when not under the control of the owner, possessor, or keeper of such dog either by leash, cord or chain not more than ten (10) feet in length that is being held and controlled by such person;

(4) Upon erection of appropriate signage, undertake or engage in camping or camping-related activities;

(5) Upon erection of appropriate signage, it is unlawful for any person to operate or cause to be operated a motorized vehicle in any area within the HARD District.

(b) Penalty for violation. Any person convicted of violating this Section shall, upon conviction, be punished by a fine of not more than four hundred ninety-nine dollars ($499.00) for each separate offense and may be enjoined from any further or continued violation. The City also may seek an injunction, abatement, restitution or any other
remedy to prevent, enjoin, abate or remove the violation. Each day a violation of this Section continues shall constitute a separate offense. Any remedies provided for herein shall be cumulative and not exclusive and shall be in addition to any other criminal or civil remedies that may be available by federal, state or local law.

Section 2. Section 10-135 of the Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Sec. 10-135. Open fire and open burning restrictions.

(a) Definitions. For purposes of this Section, the following terms shall have the following meanings:

Open fire or open burning shall be defined as any outdoor fire, including but not limited to campfires, warming fires, charcoal grill fires, fires in wood-burning stoves, the use of explosives, outdoor welding or hot work, fireworks of all kinds or brands and the prescribed burning of fence lines or rows, fields, farm lands, rangelands, wildlands, trash and debris. Open fires shall not include:

a 1. Fires in camp stoves or grills fueled by bottled gas or pressurized liquid and specifically designed for cooking or heating purposes;

b 2. Fires in permanently constructed stationary masonry or metal fireplaces specifically designed for the purpose of combustion; and

c 3. Fires in commercially operated wood and/or charcoal-fired grills designed for cooking.

(b) Authorization to impose temporary restrictions. The Board of Aldermen hereby authorizes the City Manager to adopt by administrative order a temporary restriction on open fires and/or open burning within the corporate limits of the City, based on a finding of necessity that the danger caused by open fires and open burning based on then-current atmospheric conditions, including a lack of moisture and other local conditions, requires the imposition of such a restriction.

(c) Duration of restrictions. The City Manager is authorized to impose restrictions of a limited duration based on the nature and scope of the current conditions. Any such duration may be extended or modified by subsequent administrative order of the City Manager based on continuing adverse fire conditions.

(d) Unlawful acts. It shall be unlawful for any person to build, maintain, attend or use an open fire or conduct open burning in the City, including public, private, state and federal lands, in violation of this Code or in violation of an administrative order issued by the City Manager in accordance with this Section.
Section 3. **Safety Clause.** The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

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

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

READ, PASSED AND ORDERED POSTED this 8th day of February, 2017.

____________________________________
David D. Spellman, Mayor

ATTEST:

____________________________________
Melissa A. Greiner, City Clerk
SUBJECT: Ordinance regarding HARD District prohibitions.

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

MOTION TO APPROVE Council Bill 3, An Ordinance Amending Chapter 10 of the Black Hawk Municipal Code to Prohibit Certain Activities Within the History Appreciation Recreation Destination (HARD) District and to Create Penalties for the Violation Thereof

AGENDA DATE: February 8, 2017

FUNDING SOURCE: N/A

STAFF PERSON RESPONSIBLE: Jack D. Lewis

DOCUMENTS ATTACHED: Council Bill 3

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY:

Jack D. Lewis, City Manager
RESOLUTION 10-2017
A RESOLUTION APPROVING THE CITY OF BLACK HAWK FEE SCHEDULE, AS AMENDED
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 10-2017  

TITLE: A RESOLUTION APPROVING THE CITY OF BLACK HAWK FEE SCHEDULE, AS AMENDED  

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

Section 1. The City of Black Hawk Fee Schedule, as amended, attached hereto as Exhibit A, is hereby approved to include the addition of revised electrical fees for 2017.  

RESOLVED AND PASSED this 8th day of February, 2017.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: Fee Schedule Amendment

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

MOTION TO APPROVE Resolution 10-2017, A Resolution Approving the City of Black Hawk Fee Schedule, As Amended

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk’s Fee Schedule is amended to include the most recent revisions of the electrical fees for 2017 as adopted by the State of Colorado.

AGENDA DATE: February 8, 2017

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Administrator

DOCUMENTS ATTACHED: N/A

RECORD: [ ] Yes [ X ] No

CITY ATTORNEY REVIEW: [ ] Yes [ X ] No

SUBMITTED BY: REVIEWED BY:

Cynthia L. Linker
CP&D Administrator

Jack D. Lewis
City Manager
<table>
<thead>
<tr>
<th>Fee Schedule</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business/Sales Tax License</strong></td>
<td>Business License - New &amp; Renewal</td>
<td>$50.00</td>
</tr>
<tr>
<td><strong>Gaming License</strong></td>
<td>Transportation Device Fee (Silver Dollar Metro District Devices Excluded)</td>
<td>$51.35 per device per year</td>
</tr>
<tr>
<td></td>
<td>Ambulance Fee</td>
<td>$2.50 per device per year</td>
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<tr>
<td></td>
<td>General Device Fee</td>
<td>$1,050.00 per device per year</td>
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<tr>
<td><strong>Liquor License</strong></td>
<td>Application Fee - new license</td>
<td>$1,000.00</td>
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<tr>
<td></td>
<td>Retail Liquor Store</td>
<td>$22.50</td>
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<tr>
<td></td>
<td>Liquor-licensed Drugstore</td>
<td>$22.50</td>
</tr>
<tr>
<td></td>
<td>Beer and Wine</td>
<td>$48.75</td>
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<tr>
<td></td>
<td>Beer and Wine for a Resort</td>
<td>$75.00</td>
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<tr>
<td></td>
<td>Hotel and Restaurant</td>
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<td></td>
<td>Tavern</td>
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</tr>
<tr>
<td></td>
<td>Optional Premises</td>
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<tr>
<td></td>
<td>Club</td>
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<td>Retail Gaming Tavern</td>
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<td>Racetrack</td>
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<td>Bed &amp; Breakfast</td>
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<td></td>
<td>3.2 Beer</td>
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<td>Annual Renewal Application Fee</td>
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<td>Late Renewal</td>
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<td>Special Event Liquor Permit</td>
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<td></td>
<td>Fingerprint Analysis (CBI Pass-Through Charge)</td>
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<td>Corp/LLC Change (per person)</td>
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<td></td>
<td>Temporary Permit (same time as Transfer of Ownership)</td>
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<tr>
<td></td>
<td>Temporary Permit (if not the same time as Transfer of Ownership)</td>
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<tr>
<td></td>
<td>Change of Location</td>
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<tr>
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<td>Promotional Association Certification Application</td>
<td>$100.00</td>
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<tr>
<td></td>
<td>Attachment of a Licensed Premise</td>
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</tr>
<tr>
<td></td>
<td>Annual Renewal</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Lodging License</strong></td>
<td>Lodging License</td>
<td>$100.00</td>
</tr>
<tr>
<td><strong>Retail Marijuana License</strong></td>
<td>Initial Operating Fee</td>
<td>$2,500.00</td>
</tr>
<tr>
<td></td>
<td>Annual Renewal and Operating Fee</td>
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<tr>
<td></td>
<td>Late renewal</td>
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<tr>
<td></td>
<td>Transaction Fee</td>
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<tr>
<td></td>
<td>Change in Corporate Officers, Directors, or Manager</td>
<td>$100.00</td>
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<tr>
<td></td>
<td>Fingerprint Analysis (CBI Pass-Through Charge)</td>
<td>$38.50 per analysis</td>
</tr>
</tbody>
</table>
## CITY OF BLACK HAWK FEE SCHEDULE-JANUARY 1, 2017

### Escort Services License
- **Application Fee**: $300.00
- **Application Investigation Fee (Police Department)**: $250.00
- **Renewal Fee**: $200.00

### Pawnbrokers Business License
- **Application Fee**: $2,200.00
- **Renewal Fee**: $5.00
- **Investigation and Processing Fee**: $200.00

### Sexually Oriented Business License
- **Application Fee**: $750.00
- **Renewal Fee**: $1,000.00
- **Transfer of Ownership**: $200.00
- **Manager's License**: $250.00

### Misc. Licenses/Permits
- **Dog License Annual Fee (Males & spayed females)**: $3.00
- **Dog License Annual Fee (Unspayed females)**: $5.00
- **Newspaper Permit**: $0.00
- **Public Assembly Permit (for profit organizations)**: $200.00
- **Recreational Vehicle and Equipment Permit**: $0.00
- **Mobile Auto Repair Permit and Annual Renewal**: $25.00
- **Street Vendor Conditional Use Permit**: $100.00
- **Shuttle Owner/Opreator Registration and Annual Renewal**: $100.00

### Solicitation
- **Permit Fee**: $100.00
- **Renewal Fee**: $50.00
- **Fingerprint Fee/Background Check**: $16.50
- **Identification Badge**: $25.00
- **Replacement Identification Badge**: $25.00

### Special Event Fees
- **First day**: $50.00
- **Each additional day**: $30.00
- **Bicycle Event Permit**: $100.00

### Franchise Fees
- **Cable Television Franchise Fee**
  - New Application per contract
  - Transfer per contract
- **Gas and Electric Franchise**
  - 3% of all received revenues
  - Transfer per contract

### Dory Hill Cemetery
- **Plot Fee**: $50.00
- **Burial Fee - Casket**: $400.00
- **Burial Fee - Cremated Remains**: $150.00

### Miscellaneous
- **Code Books online**: 
- **Open Records Request Research Fee**
  - $30.00 per first hour
  - $0.25 per page after first hour
- **Public Hearing Notice Publication Fee**
  - Actual Cost + 15% City Administration Fee
- **Inspection Record Card Replacement**
  - $50.00 per card + 15% City Administration Fee
### CITY OF BLACK HAWK FEE SCHEDULE—JANUARY 1, 2017

#### Building Fees

<table>
<thead>
<tr>
<th>Building Permit Fees Based on Total Valuation</th>
<th>Building Permit Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,00 to $500</td>
<td>$23.50</td>
</tr>
<tr>
<td>$501 to $2,000</td>
<td>$23.50 for 1st $500 plus $3.05 for each additional $100, or fraction thereof, to and including $2,000</td>
</tr>
<tr>
<td>$2,001 to $500</td>
<td>$23.50 for 1st $500 plus $14.00 for each additional $1,000, or fraction thereof, to and including $2,000</td>
</tr>
<tr>
<td>$25,001 to $50,000</td>
<td>$69.25 for the 1st $2,000 plus $7.00 for each additional $1,000, or fraction thereof, to and including $25,000</td>
</tr>
<tr>
<td>$100,001 to $500,000</td>
<td>$190.00 for the 1st $50,000 plus $10.10 for each additional $1,000, or fraction thereof, to and including $100,000</td>
</tr>
<tr>
<td>$500,001 to $1,000,000</td>
<td>$391.25 for the 1st $25,000 plus $4.75 for each additional $1,000, or fraction thereof, to and including $500,000</td>
</tr>
<tr>
<td>$1,000,001 and up</td>
<td>$993.75 for the 1st $100,000 plus $3.65 for each additional $1,000, or fraction thereof</td>
</tr>
</tbody>
</table>

#### Additional Building Plan Review/Response Comments

<table>
<thead>
<tr>
<th>Initial Building Plan Review - initial review and one (1) response comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150.00 hour + 15% City Administration Fee</td>
</tr>
</tbody>
</table>

#### Structural Engineering Review and Consulting Fee (3rd party)

<table>
<thead>
<tr>
<th>Structural Engineering Review and Consulting Fee (3rd party)</th>
<th>Actual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual cost + 15% City Administration Fee - City reserves the right to have a 3rd party Structural Engineer perform an independent review. All associated costs above and beyond the standard permit fee shall be incurred and paid by the applicant or property owner.</td>
<td></td>
</tr>
</tbody>
</table>

#### Building Consulting / Miscellaneous Services

<table>
<thead>
<tr>
<th>Building Consulting / Miscellaneous Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150.00 hour + 15% City Administration Fee - Includes all services not listed</td>
</tr>
</tbody>
</table>

#### Inspections Outside of Normal Business Hours

| Inspections Outside of Normal Business Hours | $200.00 hour with a two (2) hour minimum + 15% City Administration Fee |

#### Re-Inspection Fee

<table>
<thead>
<tr>
<th>Re-Inspection Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Contractor/Homeowner not ready</td>
</tr>
<tr>
<td>*Contractor/Homeowner not on site</td>
</tr>
<tr>
<td>*Contractor/Homeowner disregards correction items</td>
</tr>
<tr>
<td>$150.00 hour for each re-inspection + 15% City Administration Fee</td>
</tr>
</tbody>
</table>

#### Special Investigation Fee - staring work without a permit.

<table>
<thead>
<tr>
<th>Special Investigation Fee - staring work without a permit.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500.00 1st Occurrence + 15% City Administration Fee</td>
</tr>
<tr>
<td>$1000.00 2nd Occurrence + 15% City Administration Fee</td>
</tr>
<tr>
<td>$1500.00 3rd Occurrence + Each Additional + 15% City Administration Fee</td>
</tr>
</tbody>
</table>

#### Expert Witness / Court Testimony

| Expert Witness / Court Testimony | Actual Cost + 15% City Administration Fee |

#### Excavation Permit (commercial and residential alteration or addition)

| Excavation Permit (commercial and residential alteration or addition) | $7.00 per cubic yard |

#### Administration Fee: 3 Cohen 15% Administration Fee will be added to each invoice or billable amount

#### Excavation Permit - Permit Fees Based on the Current State Electrical Fee Schedule +15% Administration Fee

#### Residential Electrical Only Installation: (New, Remodel, Addition) (Round sq. ft. up to next 100 for calculation).

<table>
<thead>
<tr>
<th>Residential Installation (Based on enclosed living area only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LIVING AREA:</td>
</tr>
<tr>
<td>≤ 1,000 sq. ft.</td>
</tr>
<tr>
<td>1,001 sq. ft. but ≤ 1,500 sq. ft.</td>
</tr>
<tr>
<td>1,501 sq. ft. but ≤ 2,000 sq. ft.</td>
</tr>
<tr>
<td>≥ 2,001 sq. ft. ($200 + ($10 x each additional 100 sq. ft.))</td>
</tr>
</tbody>
</table>

#### Commercial and other fees: Including some residential installations that are not based on square footage (not living area, i.e., garage, shop, etc.) Fees in this section are calculated from the total cost to customer (contract price), including electrical materials, items and labor - whether provided by the contractor or the property owner.

#### Valuation of Installation (Based on cost to customer of labor, material and items)

<table>
<thead>
<tr>
<th>Valuation of Installation (Based on cost to customer of labor, material and items)</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤ $2,000 = $100 (base fee)</td>
</tr>
<tr>
<td>≥ $2,001 add $10 per thousand of job valuation (always round up the next $1000) in the Basic Fee ($100)</td>
</tr>
</tbody>
</table>

#### Mobile/Modular/Manufactured Home Set (per unit)

<table>
<thead>
<tr>
<th>Mobile/Modular/Manufactured Home Set (per unit)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$100.00 $100 + 15% Administration Fee</td>
</tr>
</tbody>
</table>

#### Temporary Heat Release

<table>
<thead>
<tr>
<th>Temporary Heat Release</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50.00 $50 + 15% Administration Fee</td>
</tr>
</tbody>
</table>

#### Trim permit:

<table>
<thead>
<tr>
<th>Trim permit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>If a permit expires after the rough-in inspection has been completed, inspected, and approved by the electrical inspector, but before the final inspection is approved, a TRIM permit must be obtained.</td>
</tr>
<tr>
<td>$100.00 $100 minimum fee + 15% Administration Fee</td>
</tr>
</tbody>
</table>

#### Re-Inspection Fee:

<table>
<thead>
<tr>
<th>Re-Inspection Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A re-inspection may be assessed when additional inspections are required when the job is not ready for inspection (if 5 or more correction items are cited), access is not provided, violations from the last inspection are not completed, etc.</td>
</tr>
<tr>
<td>$50.00 $50 + 15% Administration Fee</td>
</tr>
</tbody>
</table>

| If a permit is not filed in advance of the commencement of an installation, the inspection fee will be doubled, as prescribed by CRS 12-23-117(3) |
## City of Black Hawk Fee Schedule - January 1, 2017

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

#### Conveyance Fees

<table>
<thead>
<tr>
<th>TYPE</th>
<th>PER UNIT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic Periodic</td>
<td>$135.00</td>
<td>1.5 hours. Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Hydraulic Roped Periodic</td>
<td>$210.00</td>
<td>1.5 hours. Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Traction Periodic</td>
<td>$210.00</td>
<td>1.5 hours. Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Temporary Certificate of Operation (TCO) Follow-up</td>
<td>$310.00</td>
<td>Follow-up on TCO as necessary.</td>
</tr>
<tr>
<td>Hydraulic 5 Year</td>
<td>$210.00</td>
<td>Witnessed annual safety test (2 hours). Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Hydraulic Roped 5 Year</td>
<td>$375.00</td>
<td>Witnessed annual safety test (3 hours). Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Traction 5 Year</td>
<td>$520.00</td>
<td>Witnessed safety test with weights (4 hours). Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Escalator Annual</td>
<td>$455.00</td>
<td>Colorado - Category 5 test annual.</td>
</tr>
<tr>
<td>Plan Review</td>
<td>$475.00</td>
<td>Includes initial review and 1 response. Plan will be reviewed for code compliance before work begins.</td>
</tr>
<tr>
<td>Like Plan Review</td>
<td>80%</td>
<td>Elevators of the same nature in the same bank will be at 80% of the per unit cost.</td>
</tr>
<tr>
<td>Lift Periodic (platform, chair, etc.)</td>
<td>$155.00</td>
<td>All lifts other than those described above.</td>
</tr>
<tr>
<td>Dumbwaiter Periodic</td>
<td>$155.00</td>
<td>Typically small units, only used for material.</td>
</tr>
<tr>
<td>Hydraulic Acceptance</td>
<td>$525.00</td>
<td>Initial safety test performed with weights. New construction, modernization or turnover.</td>
</tr>
<tr>
<td>Traction Acceptance</td>
<td>$525.00</td>
<td>Initial safety test performed with weights. New construction, modernization or turnover.</td>
</tr>
<tr>
<td>Escalator Acceptance</td>
<td>$700.00</td>
<td>Initial safety test. All safety test items checked. New construction, modernization or turnover.</td>
</tr>
<tr>
<td>Dumbwaiter/Lift Acceptance</td>
<td>$360.00</td>
<td>Initial safety test. All safety test items checked. New construction, modernization or turnover.</td>
</tr>
<tr>
<td>Any Re-inspect Fee</td>
<td>Same as initial fee</td>
<td>with a two (2) hour minimum.</td>
</tr>
</tbody>
</table>

#### Inspections Outside of Normal Business Hours

<table>
<thead>
<tr>
<th>TYPE</th>
<th>PER UNIT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Evaluation &lt; 10 Traws</td>
<td>$575/per unit</td>
<td>Provides a detailed evaluation of maintenance performed along with code items in a professional report.</td>
</tr>
<tr>
<td>Maintenance Evaluation &gt; 10 Traws</td>
<td>$420/per unit</td>
<td>Provides a detailed evaluation of maintenance performed along with code items in a professional report.</td>
</tr>
<tr>
<td>Maintenance Evaluation &lt; 10 Hydraulic</td>
<td>$455/per unit</td>
<td>Provides a detailed evaluation of maintenance performed along with code items in a professional report.</td>
</tr>
<tr>
<td>Maintenance Evaluation &gt; 10 Hydraulic</td>
<td>$360/per unit</td>
<td>Provides a detailed evaluation of maintenance performed along with code items in a professional report.</td>
</tr>
<tr>
<td>OSHA 10 hour training - 10 person min</td>
<td>$10000/unit</td>
<td>For those wishing to obtain their OSHA 10 hour card.</td>
</tr>
<tr>
<td>OSHA 30 hour training - 10 person min</td>
<td>$900/unit</td>
<td>For those wishing to obtain their OSHA 30 hour card.</td>
</tr>
<tr>
<td>Conveyance Evaluation - N/C</td>
<td>$135 per hour</td>
<td>Provides owners/manager/maintenance personnel with knowledge of all operations of all conveyances.</td>
</tr>
<tr>
<td>Compliance Training</td>
<td>$135 per hour</td>
<td>Helps owners/managers/maintenance understand their part in keeping units code compliant.</td>
</tr>
<tr>
<td>Capitol Plans</td>
<td>$840/unit</td>
<td>Review of conveyance with plan for future improvements and necessary repairs. Includes performance review.</td>
</tr>
<tr>
<td>Contract Review</td>
<td>$780/unit</td>
<td>Review current contract and help in writing new contracts.</td>
</tr>
<tr>
<td>Providing operator to run conveyance</td>
<td>$150/hour</td>
<td>Necessary to perform work in hoistway, an operator can be provided that qualifies under state statute.</td>
</tr>
<tr>
<td>Conveyance Incident Investigation</td>
<td>$133 per hour</td>
<td>Incident investigation is conveyance taken out of service.</td>
</tr>
<tr>
<td>Consulting / Miscellaneous Services</td>
<td>$133 per hour</td>
<td>Includes all miscellaneous services not listed.</td>
</tr>
</tbody>
</table>

#### Permits

<table>
<thead>
<tr>
<th>PERMIT</th>
<th>FEE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Minor Alteration/Commercial</td>
<td>$575.00</td>
<td>Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply.</td>
</tr>
<tr>
<td>**Major Alteration/Commercial</td>
<td>$865.00</td>
<td>Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply.</td>
</tr>
<tr>
<td>Residential Elevator, Platform Lift or Dumbwaiter</td>
<td>$575.00</td>
<td>Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply.</td>
</tr>
<tr>
<td>Special Investigation Fee - Starting work without a permit</td>
<td>$500.00</td>
<td>1st Occurrence + 15% City Administration Fee.</td>
</tr>
<tr>
<td></td>
<td>$1,000.00</td>
<td>2nd Occurrence + 15% City Administration Fee.</td>
</tr>
<tr>
<td></td>
<td>$1,500.00</td>
<td>3rd Occurrence + Each Additional + 15% City Administration Fee.</td>
</tr>
<tr>
<td>Expert Witness / Court Testimony</td>
<td>Actual Cost</td>
<td>15% City Administration Fee.</td>
</tr>
</tbody>
</table>

*Minor Alteration includes: cab finishes, valve work, power unit install, door operator replacement, re-roping/break suspension, escalator handrails. **Major Alteration includes: controller, signal fixtures, rotating equipment, drive (multiple components), fire alarm, fire recall.

** OS 10 hour training includes OSHA 10 hour class. **OS 30 hour training includes OSHA 30 hour class. **OSHA 10 hour training includes OSHA 10 hour class. **OSHA 30 hour training includes OSHA 30 hour class.
<p>| Building Permit: If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH |
| Fire Permit: If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH |</p>
<table>
<thead>
<tr>
<th>MISC. Fees</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Registration (However a Business License is required)</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Right-of-Way Use Permit</td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>Street Cut Permit</td>
<td>$300.00 for 1 to 100sf and $2/lf for any additional</td>
<td></td>
</tr>
<tr>
<td>Historic Landmarking</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Development in Flood Hazard Permit</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Public Hearing Notice Publication Fee</td>
<td>Actual Cost + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Fire and Police Protection Fee at time of Building Permit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Residential</td>
<td>$70.00 per occupant/multiply fee x peak period occupant load as per IBC</td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>$14.00 per occupant/multiply fee x peak period occupant load as per IBC</td>
<td></td>
</tr>
<tr>
<td>Industrial</td>
<td>$70.00 per occupant/multiply fee x peak period occupant load as per IBC</td>
<td></td>
</tr>
<tr>
<td>Change of Use</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Redevelopment</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Industrial</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Off-site commercial parking space fee (Parking Impact Fee)</td>
<td>$2,000.00 per space</td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disconnect/Reconnect Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notice of disconnection due to delinquency or failure to maintain</td>
<td>$66.00</td>
<td></td>
</tr>
<tr>
<td>Reconnection charge due to delinquency or failure to maintain</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>Disconnection/Shut off for convenience (&gt;7 days)</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>Reconnection charge for convenience (&gt;7 days)</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td>Commercial Fire Flow Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permit (&gt;48 hours in advance of test)</td>
<td>$150.00</td>
<td></td>
</tr>
<tr>
<td>Penalty for failure to acquire permit</td>
<td>$5,000.00</td>
<td></td>
</tr>
<tr>
<td>Sign Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary Sign Application / Plan Review</td>
<td>$100.00 Certificate of Appropriateness</td>
<td></td>
</tr>
<tr>
<td>Formal Sign Application / Plan Review</td>
<td>Consultant Fee + 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
<td></td>
</tr>
<tr>
<td>Sign Permit Fees Based on Total Valuation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$1.00 to $500</td>
<td>$23.50</td>
<td></td>
</tr>
<tr>
<td>$501 to $2,000</td>
<td>$23.50 for 1st $500 plus $3.50 for each additional $100, or fraction thereof, to and including $2,000</td>
<td></td>
</tr>
<tr>
<td>$2,001 to $25,000</td>
<td>$69.25 for the 1st $2,000 plus $14.00 for each additional $1,000, or fraction thereof, to and including $25,000</td>
<td></td>
</tr>
<tr>
<td>$25,001 to $50,000</td>
<td>$391.25 for the 1st $25,000 plus $10.10 for each additional $1,000, or fraction thereof, to and including $50,000</td>
<td></td>
</tr>
<tr>
<td>$50,001 to $100,000</td>
<td>$643.75 for the 1st $50,000 plus $7.00 for each additional $1,000, or fraction thereof, to and including $100,000</td>
<td></td>
</tr>
<tr>
<td>$100,001 to $500,000</td>
<td>$993.75 for the 1st $100,000 plus $5.60 for each additional $1,000, or fraction thereof, to and including $500,000</td>
<td></td>
</tr>
<tr>
<td>$500,001 to $1,000,000</td>
<td>$3,233.75 for the 1st $500,000 plus $4.75 for each additional $1,000, or fraction thereof, to and including $1,000,000</td>
<td></td>
</tr>
<tr>
<td>$1,000,001 and up</td>
<td>$5,608.75 for the 1st $1,000,000 plus $3.65 for each additional $1,000, or fraction thereof</td>
<td></td>
</tr>
<tr>
<td>Special Investigation Fee - starting work without a permit</td>
<td>$560.00 First Occurrence + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Expert Witness / Court Testimony</td>
<td>$1500.00 Second Occurrence + Additional + 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Services</td>
<td>Consultant Fee + 15% City Administration Fee</td>
<td>Includes all services not listed</td>
</tr>
</tbody>
</table>

**Administration Fee:** A CoBH 15% Administration Fee will be added to each invoice or billable amount.

**Electrical Permit:** If an electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH.

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

**Fire Permit:** If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH.
### CITY OF BLACK HAWK FEE SCHEDULE - JANUARY 1, 2017

#### Land Use Fees

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Land Use Application / Plan Review</td>
<td>$200.00</td>
</tr>
<tr>
<td>Formal Land Use Application / Plan Review</td>
<td>Consultant Fee + 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
</tr>
<tr>
<td>Boundary Line Agreement</td>
<td>Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td>Planned Unit Development</td>
<td>Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td>Restaurant Grills and Air Quality Compliance</td>
<td>Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td>Site Development Plan</td>
<td>Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td>Special Review Use</td>
<td>Consultant Fee + 15% City Administration Fee</td>
</tr>
</tbody>
</table>

#### Subdivisions

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Subdivision Processing Fee</td>
<td>Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td>Final Subdivision Development Fee</td>
<td>Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td>Minor Subdivision</td>
<td>Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td>Site Development Commercial Plat</td>
<td>Consultant Fee + 15% City Administration Fee</td>
</tr>
<tr>
<td>Street Plan and Easement Vacation</td>
<td>Consultant Fee + 15% City Administration Fee</td>
</tr>
</tbody>
</table>

#### Recording Fee

<table>
<thead>
<tr>
<th>Fee</th>
<th>Actual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Administration Fee</td>
<td>+ 15% City Administration Fee</td>
</tr>
</tbody>
</table>

#### Water System Development Fees

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nonresidential, in Gaming District</td>
<td>$16.00 per square foot</td>
</tr>
<tr>
<td>Hotel</td>
<td>$900.00 per room</td>
</tr>
<tr>
<td>Nonresidential, outside of Gaming District</td>
<td>$8.00 per square foot</td>
</tr>
</tbody>
</table>

#### Expert Witness / Court Testimony

<table>
<thead>
<tr>
<th>Fee</th>
<th>Actual Cost + 15% City Administration Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Administration Fee</td>
<td>+ 15% City Administration Fee</td>
</tr>
</tbody>
</table>

#### False Alarm Fees

<table>
<thead>
<tr>
<th>Occurrence</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>6th - 10th occurrence</td>
<td>$50.00</td>
</tr>
<tr>
<td>11th - 15th occurrence</td>
<td>$100.00</td>
</tr>
<tr>
<td>Over 16th occurrence</td>
<td>Discretionary</td>
</tr>
</tbody>
</table>

#### Police Department Fees

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sex Offender Registration</td>
<td>$100.00 - Initial registration</td>
</tr>
<tr>
<td>Renewal</td>
<td>$55.00</td>
</tr>
<tr>
<td>Fingerprint (Residents Only)</td>
<td>$20.00</td>
</tr>
<tr>
<td>Portable Breath Test (PBT)</td>
<td>$20.00</td>
</tr>
<tr>
<td>VIN Checks (Residents Only)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fingerprints (Businesses)</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

#### Fire Department Fees (Contact Fire Dept. for further details)

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

#### Commercial Inspections

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

#### Fire Extinguisher Training

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPR and First Aid Training for City residents and City staff</td>
<td>$0.00</td>
</tr>
<tr>
<td>CPR and First Aid Training for businesses</td>
<td>$25.00/person includes certification card</td>
</tr>
<tr>
<td>Fire Extinguisher Training for City residents and City Staff</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fire Extinguisher Training for businesses</td>
<td>$10.00/person for businesses</td>
</tr>
<tr>
<td>Temporary Fire Watch</td>
<td>$0.00</td>
</tr>
<tr>
<td>Consultation</td>
<td>$0.00</td>
</tr>
<tr>
<td>Outside Agency Support for Inspections</td>
<td>$50.00/hour</td>
</tr>
<tr>
<td>Blasting and Storage of Explosives Permit</td>
<td>$100.00</td>
</tr>
</tbody>
</table>
RESOLUTION 11-2017
A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH SAFEbuilt COLORADO LLC
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 11-2017

TITLE: A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH SAFEbuilt COLORADO LLC

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

Section 1. The City Council hereby approves the Professional Service Agreement with SAFEbuilt, Colorado, LLC (the “Agreement”), and authorizes the Mayor to sign the Agreement on behalf of the City.

RESOLVED AND PASSED this 8th day of February, 2017.

__________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: A Resolution approving SAFEbuilt Service Agreement with an amount anticipated to exceed $35,000 for calendar year 2017.

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

MOTION TO APPROVE Resolution No. 11-2017 approving the SAFEbuilt Service Agreement with an amount anticipated to exceed $35,000 for calendar year 2017.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Community Planning and Development utilizes SAFEbuilt to supplement City staff time, complement City staff expertise, provide an independent perspective, ensure credibility and serve as a technical advisor to the Community Planning and Development Administrator. This is a partially budgeted item and completed on a time and materials basis.

<table>
<thead>
<tr>
<th>Entity</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAFEbuilt</td>
<td>Building Official</td>
</tr>
<tr>
<td></td>
<td>Plan Review</td>
</tr>
<tr>
<td></td>
<td>Inspection Services</td>
</tr>
</tbody>
</table>

AGENDA DATE: February 8, 2017
WORKSHOP DATE: N/A
FUNDING SOURCE: 203-0000-5025800
DEPARTMENT DIRECTOR APPROVAL: [X ]Yes [ ]No
STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D Administrator
DOCUMENTS ATTACHED: Resolution 11-2017, Professional Services Agreement

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

SUBMITTED BY: REVIEWED BY:

Cynthia L. Linker, CP&D Administrator
Jack D. Lewis, City Manager

1/27/17
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ___ day of _____________, 20___, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and SAFEbuilt, Colorado, LLC hereinafter referred to as "Contractor").

RECITALS:

A. The City requires experienced professional consulting services for the ongoing maintenance and to perform the required work for the “Project”.

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

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, professional Building Department Services for the Project.

I. SCOPE OF SERVICES

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

II. THE CITY’S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

A. Compensation shall be as described in Exhibit A-1 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

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

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

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

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

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

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

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2017.

VI. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VII. COMPLIANCE WITH LAW

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

B. Illegal Aliens.

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

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

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

3. Verification.

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

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

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

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

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

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

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

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

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

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

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

IX. INSURANCE

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

Rev. 09/2016
B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

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

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

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

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

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

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

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

X. NON-ASSIGNABILITY

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

XI. TERMINATION

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

XII. VENUE

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

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

XIV. NO WAIVER

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

XV. NOTICE

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

The City:

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

The Contractor:

SAFEbuilt Colorado, LLC
3755 Precision Drive, Suite 140
Loveland, CO 80538
Attn: Greg Toth, Executive VP Business Development
Attn: Gregory Toth, President

XVI. ENTIRE AGREEMENT

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

CITY OF BLACK HAWK, COLORADO

By: David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney
SAFEbuilt Colorado, LLC
Attn: Greg Toth, President
Executive VP Business Development

By:

Its: Gregory Toth, President

STATE OF COLORADO

COUNTY OF Larimer

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 17th
day of January, 2017, by

Greg Toth
SAFEBUILT

as the President of

My commission expires: 5/17/2017

(SEAL)

JENNIFER FULLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054020344
MY COMMISSION EXPIRES MAY 19, 2017

Notary Public
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: SAFEbuilt Colorado, LLC
3755 Precision Drive, Suite 140
Loveland, CO 80538
Attn: Greg Toth, Executive VP Business Development

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

Project Name: Building Department Consulting Services

Bid Number N/A Project No. N/A

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

Executed this 13th day of January, 2017

Prospective Contractor SAFEbuilt Colorado, LLC

By: Billie Varndell
Title: Human Resources Manager
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

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

OR

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

2. Check one.

☐ I, ____________________________, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

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

OR

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

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

_________________________________________  ____________________________
Signature                                       Date
DEPARTMENT PROGRAM AFFIDAVIT

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

I. SAFEbuilt Colorado, LLC, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

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

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

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

Contractor Signature
Billie Varndell, Human Resources Manager
SAFEbuilt Colorado, LLC

Date
January 13, 2017

STATE OF COLORADO

COUNTY OF Larimer

The foregoing instrument was subscribed, sworn to and acknowledged before me this 13th day of January, 2017, by Billie Varndell as HR Manager of SAFEbuilt.

My commission expires: 5/19/2017

Notary Public

(SEAL)

(Rev. 09/2016)
### ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

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

**OR**

<table>
<thead>
<tr>
<th>Documents that Only Serve to Prove Citizenship/Lawful Presence:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- U.S. Birth Certificate</td>
</tr>
<tr>
<td>- Certification of Report of Birth from Department of State</td>
</tr>
<tr>
<td>- Report of Birth Abroad of a U.S. Citizen</td>
</tr>
<tr>
<td>- U.S. Citizen Identification Card</td>
</tr>
<tr>
<td>- Final Adoption Decree</td>
</tr>
<tr>
<td>- Evidence of U.S. Civil Service Employment before June 1, 1976</td>
</tr>
<tr>
<td>- Statement Provided by U.S. Consular Officer Certifying Citizenship</td>
</tr>
<tr>
<td>- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.</td>
</tr>
<tr>
<td>- Early School Records</td>
</tr>
<tr>
<td>- Census Records</td>
</tr>
<tr>
<td>- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship</td>
</tr>
</tbody>
</table>

**AND**

<table>
<thead>
<tr>
<th>Documents that Serve to Prove Identification:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- A Driver’s License or Identification Card Regardless of the State of Issuance</td>
</tr>
<tr>
<td>- School Identification Card with Photograph</td>
</tr>
<tr>
<td>- Identification Card Issued by Federal, State or Local Government</td>
</tr>
<tr>
<td>- A Driver’s License Issued by a Canadian Government Authority</td>
</tr>
</tbody>
</table>
EXHIBIT A

SCOPE OF SERVICES

1. PURPOSE:
The primary responsibility for SAFEbuilt is to advocate the CoBH’s best interest when providing building department services that may include, but not necessarily limited to building code inspections, building plan reviews, and project support.

SAFEbuilt representatives shall serve as an extension of the CoBH’s workforce by providing technical expertise and an independent perspective.

As an extension of CoBH staff, SAFEbuilt representatives are held to the same standards as direct hire CoBH employees. All SAFEbuilt representatives shall maintain a professional appearance in attire and personal hygiene standards.

SAFEbuilt representatives are fully accountable to comprehend and apply the components of the CoBH’s processes and procedures.

SAFEbuilt representatives shall ensure the CoBH’s parameters and objectives are uniformly applied and completed under each work product. All inspection reports and plan reviews shall reference related Municipal/Building/Electrical code sections, plans and specifications.

SAFEbuilt representatives shall work directly with the Community Planning and Development Administrator, CoBH staff, CoBH consultants, citizens, business owners, architects, and general contractors, providing quality service with professionalism, integrity and honesty to all.

SAFEbuilt representatives shall attend weekly staff and Development Review Committee (DRC) meetings to ensure open communication cultivating a culture of openness and information sharing.

SAFEbuilt representatives shall attend CoBH Council meetings as directed.

SAFEbuilt representatives and CoBH staff shall attend Owner/Architect/Contractor meetings of significant/major projects.

SAFEbuilt representatives shall build strong working relationships with other CoBH staff, CoBH departments, CoBH consultants, citizens, business owners and contractors. A domineering work style that put others off is undesirable.

SAFEbuilt representatives shall recognize that everyone brings unique attributes and experiences to the table. Refrain from judging past work practices associated with CoBH staff and/or CoBH consultants.

Draft 12/21/16
SAFEbuilt representatives shall demonstrate active and focused listening skills. The goal is to listen to what is being implied as well as what is actually being said.

SAFEbuilt representatives shall successfully identify, analyze and solve problems, clearly explaining options and solutions to end-users.

SAFEbuilt representatives shall be willing to share their knowledge, so others do not have to reinvent the wheel.

2. **SAFEBUILT PROVIDED LIST OF SERVICES:**
SAFEbuilt shall provide the following services to the CoBH using qualified International Code Council certified and State licensed professionals. Representatives shall dress professionally and wear SAFEbuilt identification (badge/clothing) identifying them as an authorized Consultant of the CoBH.

SAFEbuilt shall provide their staff:
- a. Vehicles, fuel and vehicle maintenance
- b. Cell phones and IPads
- c. Insurance
- d. Salaries and benefits
- e. Professional appearance, attire and badge
- f. Membership dues and certifications

SAFEbuilt to provide Building Official Services to include but not limited to:
- a. A Representative shall be appointed as the designated Building Official for the CoBH by the CoBH City Manager. Representative is granted all rights and privileges as established by Chapter 18 of the Black Hawk Municipal Code.
- b. Representative shall provide the CoBH current resumes and certifications for SAFEbuilt staff assigned to the CoBH.
- c. Representative shall act as a technical advisor and resource for CoBH staff, CoBH consultants, residential and business community.
- d. Representative shall assist CoBH staff, residential and business community through the complexities of the Municipal Code, International codes, Electrical code, and amendments.
- e. Representative shall monitor changes to the International codes, Electrical code as adopted by the State of Colorado including state or local requirements. Representative shall make recommendations and advise CoBH on adoption of codes regulations and how changes and amendments may impact projects in the CoBH.
- f. Representative shall arrange for continuing education training related to plan reviews and inspections for CoBH staff. SAFEbuilt and CoBH to mutually agree upon trainer, schedule and curriculum.
SAFEbuilt to provide Building Code Inspections:

a. Provide certified and licensed combination inspectors to the CoBH. Any change in inspectors is mutually agreed upon between SAFEbuilt and the CoBH.
b. Perform consistent code compliant inspections to determine that construction complies with issued permit, approved plans and currently adopted International and Electrical codes, code amendments and Municipal code.
c. Read and interpret technical manuals, drawings, instructions, specifications as related to projects.
d. Clearly notify contractor of code violations with verbal dialogue and written inspection report at time of inspection. Cite all Municipal, International and Electrical code sections that pertain to violations.
e. Perform re-inspection to verify correction of violations.
f. Check and confirm all required special inspections are performed and reviewed for completeness. Review testing data and reports for conformance to specifications.
g. Provide CoBH permit technician with a copy of written inspection results.
h. Inform CoBH permit technician of any failed or problematic inspection results.
i. Provide onsite consultations to residential/business community and contractors while performing inspections.
j. Issue stop-work notices for non-conforming activities – as needed.
k. CoBH permit technician shall schedule all inspections and notify SAFEbuilt via Innoprise by 4:00 p.m. the business day prior to the inspection date.
l. SAFEbuilt shall be available for inspections Monday-Friday from 8:00 a.m. – 5:00 p.m. (excluding Municipal holidays).

SAFEbuilt to provide Plan Review Services:

a. Provide International Code Council certified and experienced plans examiners; commercial and residential.
b. Review building plans, calculations and specifications.
d. Determine type of construction, use and occupancy classification. Complete and return building inspection card.
e. Complete review within established review cycles:
   - Minor projects is a total of 15 business days; 10 days for comment review and 5 days for CoBH Permit Technician to prepare plan review and distribute report.
   - Major projects is a total of 30 business days; 25 days for comments and 5 days for CoBH Permit Technician to prepare plan review and distribute report
   - Review Cycles are subject to change based on direction from Black Hawk City Manager and City Council.
f. Plan review timeframe begins upon notification of electronic submittal from the CoBH permit technician.
g. Assist CoBH Permit Technician in computing permit fees as derived from the International Code Council Building Valuation data or CoBH fee schedule.

Draft 12/21/16
h. Return one (1) set of electronically stamped finalized approved plans and all supporting documentation.

i. Upon receipt of electronic approval from SAFEbuilt, CoBH permit technician shall stamp two (2) paper copies of finalized approved plans and supporting.

j. Communicate with CoBH permit technician to keep plan review process on schedule.

k. Interpret legal requirements and recommend compliance procedures. Address any issues by documented comment and applicable code sections.

**Structural Engineering Reviews and Resources**

a. SAFEbuilt to provide a State licensed structural engineer.

**3. CoBH PROVIDED LIST OF SERVICES:**

a. Provide viewing rights only access to Innoprise at no charge to SAFEbuilt.

b. Provide all relevant forms and documents required to complete projects.

c. Provide all permit technician related services.

d. Schedule, oversee, and result all inspections. Provide SAFEbuilt with inspection details and information.

e. Plan, organize, oversee and evaluate the functions and activities related to plan review, inspections and zoning code enforcement.

f. Produce for applicant a written Plan Review report in a professional, articulate and courteous manner that includes comments from the review group, which highlights plan deficiencies, references applicable sections from the CoBH Municipal Code, International Codes, and Electrical Code.

g. Compute permit fees.

h. Oversee and ensure CoBH and SAFEbuilt are meeting the agreed upon performance measures and expectations.
EXHIBIT A-1

SCHEDULE OF CHARGES - 2017

Consultant fees pursuant to this Agreement will be as follows:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>New Permits Issued</strong></td>
<td></td>
</tr>
<tr>
<td>Building Permit Fee</td>
<td>70% of fee collected by CoBH</td>
</tr>
<tr>
<td>Electrical Permit Fee</td>
<td>70% of fee collected by CoBH</td>
</tr>
<tr>
<td><strong>Building Plan Review Fee</strong></td>
<td>70% of fee collected by CoBH</td>
</tr>
<tr>
<td>(Includes initial review with one (1) response comments)</td>
<td></td>
</tr>
<tr>
<td><strong>Additional Building Plan Reviews and Response Comments</strong></td>
<td>$150.00 an hour</td>
</tr>
<tr>
<td>(Review of previous approved / changes / additions / revisions)</td>
<td></td>
</tr>
<tr>
<td><strong>Structural Engineering Review Fee (3rd Party)</strong></td>
<td>Actual Costs</td>
</tr>
<tr>
<td><strong>Re-Inspection Fee</strong></td>
<td>$150.00 an hour</td>
</tr>
<tr>
<td>SAFEbuilt shall charge a re-inspection fee in the following instances:</td>
<td></td>
</tr>
<tr>
<td>1. Contractor schedules an inspection and is not ready when SAFEbuilt arrives.</td>
<td></td>
</tr>
<tr>
<td>2. Contractor schedules an inspection and provides and incorrect address.</td>
<td></td>
</tr>
<tr>
<td>3. Contractor schedules an inspection but is not available to walk with SAFEbuilt.</td>
<td></td>
</tr>
<tr>
<td>4. Contractor or homeowner disregards correction items listed from previous inspection and schedules a re-inspection without making required corrections.</td>
<td></td>
</tr>
<tr>
<td><strong>Inspections Outside of Normal Business Hours</strong> (8:00 a.m. – 5:00 p.m. – Monday-Friday)</td>
<td>$200.00 an hour – two (2) hour minimum</td>
</tr>
<tr>
<td><strong>Building Consulting / Miscellaneous Services</strong> (Includes all services not listed)</td>
<td>$150.00 an hour</td>
</tr>
<tr>
<td><strong>Expert Witness/Court Testimony</strong></td>
<td>Actual Costs</td>
</tr>
<tr>
<td><strong>Monthly Continuing Education – Black Hawk Employees</strong></td>
<td>No Charge – Mutually agreed upon monthly hours.</td>
</tr>
</tbody>
</table>
Miscellaneous:

1. Rates are all inclusive – no separate billing for mileage or vehicle expenses.
2. Consultant will not invoice contractors or homeowners directly, but will invoice the CoBH.
3. In the event of termination of this agreement, Consultant agrees to complete any plan reviews and inspections paid in advance.
4. Fees from the CoBH Adopted Fee Schedule may also apply.
CERTIFICATES OF INSURANCE
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>CONTACT</th>
<th>INSURED</th>
<th>INSURER A</th>
<th>INSURER B</th>
<th>INSURER C</th>
<th>INSURER D</th>
<th>INSURER E</th>
</tr>
</thead>
<tbody>
<tr>
<td>303 East Wacker Dr Suite 1130</td>
<td>312-856-9400</td>
<td>SAFEbuilt, LLC</td>
<td>34690</td>
<td>10120</td>
<td>35181</td>
<td>29459</td>
<td>42307</td>
</tr>
<tr>
<td>Chicago, IL 60601</td>
<td>E: <a href="mailto:clamotte@rbn500.com">clamotte@rbn500.com</a></td>
<td>(See Attached)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bruce Scodro</td>
<td></td>
<td>3755 Precision Drive, Ste 140</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loveland, CO 80538</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COVERAGE**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td></td>
<td>MED EXP (Any one person) $ 10,000</td>
</tr>
<tr>
<td></td>
<td>GENERAL AGGREGATE $ 2,000,000</td>
</tr>
<tr>
<td></td>
<td>PRODUCTS - COMPO/PROP AGG $ 2,000,000</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td>BODILY INJURY (Per person) $ 2,000,000</td>
</tr>
<tr>
<td></td>
<td>BODILY INJURY (Per accident) $ 5,000,000</td>
</tr>
<tr>
<td></td>
<td>PROPERTY DAMAGE (P1 500,000)</td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td>$ 10,000,000</td>
</tr>
<tr>
<td></td>
<td>AGGREGATE $ 10,000,000</td>
</tr>
<tr>
<td>WORKERS COMPENSATION</td>
<td>E.L. EACH ACCIDENT</td>
</tr>
<tr>
<td></td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT $ 1,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

The City of Black Hawk is an Additional Insured as respects General Liability on a primary and non-contributory basis as required by a written contract. General Liability and Workers Compensation Waivers of Subrogation in favor of the Additional Insured apply as required by a written contract.

**CERTIFICATE HOLDER**

City of Black Hawk  
P. O. Box 68  
Black Hawk, CO 80422-0068

**CANCELLATION**

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

© 1988-2014 ACORD CORPORATION. All rights reserved.
Named Insureds (continued):
SAFEbuilt Arizona, LLC
SAFEbuilt Carolinas, LLC
SAFEbuilt Colorado, LLC
SAFEbuilt Florida, LLC
SAFEbuilt Georgia, LLC
SAFEbuilt Illinois, LLC
SAFEbuilt Louisiana, LLC
SAFEbuilt New Mexico, LLC
SAFEbuilt Ohio, LLC
SAFEbuilt Oregon, LLC
SAFEbuilt Texas, LLC
SAFEbuilt Michigan, LLC
SAFEbuilt Washington, LLC
SAFEbuilt Wisconsin, LLC
LSL Planning, LLC
Heritage Systems, Inc.

If required by a written contract, the following forms apply on a blanket basis:

General Liability:
CG2038 0413 Additional Insured-Owners, Lessees or Contractors
CG2001 0413 Primary and Noncontributory
CG2404 0509 Waiver of Transfer of Rights of Recovery Against Others to Us

Auto Liability:
MA2016 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds, Primary and Non-Contributory language and Waiver of Subrogation

Workers Compensation:
WC 00 03 13 Waiver Of Our Right to Recover from Others
RESOLUTION 12-2017
A RESOLUTION
APPROVING THE 2017
FIREWORKS
PRODUCTION CONTRACT
BETWEEN THE CITY OF
BLACK HAWK AND
WESTERN ENTERPRISES,
INC.
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 12-2017

TITLE: A RESOLUTION APPROVING THE 2017 FIREWORKS PRODUCTION CONTRACT BETWEEN THE CITY OF BLACK HAWK AND WESTERN ENTERPRISES, INC.

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 Fireworks Production Contract between the City and Western Enterprises, Inc., and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 8th day of February, 2017.

_______________________________  
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Fireworks Production Contract between the City of Black Hawk and Western Enterprises, Inc.

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

MOTION TO APPROVE Resolution 12-2017, A Resolution Approving the 2017 Fireworks Production Contract between the City of Black Hawk and Western Enterprises, Inc.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Boom Town Fireworks Production Contract

AGENDA DATE: February 8, 2017

WORKSHOP DATE: Budget Study Session 2016

FUNDING SOURCE: 010-1101-4115828

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

DOCUMENTS ATTACHED: Western Enterprises, Inc. Fireworks Production Contract

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner, City Clerk  Jack D. Lewis, City Manager
FIREWORKS PRODUCTION CONTRACT

1. This Contract is entered into this _____ day of ________________, 20____, by and between WESTERN ENTERPRISES, INC., designated herein as the "SELLER", and CITY OF BLACK HAWK, designated herein as the "PURCHASER" for a fireworks production to be held on JULY 4, 2017.

2. SELLER will secure, prepare and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value. SELLER will include the services of a Pyrotechnic Operator to take charge of, set up and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applicable.

3. SELLER agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material, which might not have ignited. Any such material, found by any person other than the Operator, shall be turned to the Operator for safekeeping or disposal of said material.

4. PURCHASER will furnish the secured minimum safety distances established by the SELLER after an on-site inspection of the proposed firing location. PURCHASER will provide adequate police protection, security personnel (Monitors) around the display site perimeter, and/or other adequate security to maintain these distances. PURCHASER also agrees to have a fire truck available on location during the display, provide sand and front-end loader (only if necessary) for set-up, and security during time of set-up and show firing.

5. A Certificate of Insurance covering the fireworks display will be provided by the SELLER upon signing of the contract, for coverage in the amount of FIVE MILLION DOLLARS ($5,000,000.00) broad form, bodily injury and property damage liability, Statutory Workers Compensation Coverage, Comprehensive Automobile Liability in the amount of FIVE MILLION DOLLARS ($5,000,000.00) Combined Single Limit. PURCHASER agrees to provide a complete list of all Additional Insured’s to be named on the certificate. Those entities/individuals listed on the certificate of insurance shall be deemed as additional insured per this contract.

6. It is agreed and understood that the PURCHASER will pay to the SELLER the sum of EIGHTY-FIVE THOUSAND DOLLARS & NO/100 ($85,000.00) to be paid within fifteen (15) days after the date of the display. HOWEVER, if payment is made in full by March 24, 2017, a five percent (5%) discount will apply. That discount can either be deducted from the total contract price, or the PURCHASER may elect to receive that amount of extra pyrotechnic product in lieu of the discount. Unpaid accounts are subject to one percent (1%) interest charge per month after fifteen days.

7. In the event of inclement weather or other adverse conditions, so as to cause postponement of the display it is agreed and understood that PURCHASER will notify SELLER regarding the postponement date, normally the following night, or at some future date within the calendar year. If the PURCHASER will not re-schedule the display within the calendar year, or completely cancels the display, the PURCHASER agrees to pay to the SELLER Thirty percent (30%) of the cost of the display ($25,500.00). If the prepayment option has been exercised, SELLER will refund to PURCHASER the total amount paid, less the 30% mentioned above.

8. Witness whereof, we have caused our signatures to be affixed to this Document, on this _____ day of ________________, 20__.

WESTERN ENTERPRISES, INC.  CITY OF BLACK HAWK
SELLER  PURCHASER

BY: __________________________  BY: __________________________
authorized agent  authorized agent
Western Enterprises, Inc.
(Performance at Montreal International Fireworks Competition 2016)

Pyrotechnic Production Proposal

City of Black Hawk, Colorado
July 4, 2017

Attn: Melissa Greiner
City Clerk/Administrative Services Director

Creating The Spectrum of Pyrotechnic Production Excellence
Web Site: www.fireworksbywestern.com
January 29, 2017

CITY OF BLACK HAWK
BLACK HAWK, COLORADO
4TH OF JULY SPECTACULAR
JULY 4, 2017

Ms. Melissa Greiner, City Clerk
City of Black Hawk
P.O. Box 68
Black Hawk, CO  80422
(303) 582-2292

***PYROTECHNIC PRODUCTION PROPOSAL***

As a beginning declaration, this program proposal is a written sequence of the very best aerial shells and pyrotechnic devices anywhere. All ideas, concepts, and itemized product listing are deemed confidential, and are intended solely for the client's review, and should not be disseminated to anyone other than those persons who are a part of the committee for this event.

1. PURPOSE. Western Enterprises, Inc. considers it an honor to provide the following proposal for the production of a pyrotechnic exhibition to be held in conjunction with the 2017 BLACK HAWK 4th OF JULY SPECTACULAR. We are very excited to include in your production some extremely unique products that we have purchased exclusively from five (5) different factories in China. And to accompany these products with our own special-made designer shells that we manufacture in our own facility, it is with great pride that we are committed to staging an evening of “Pyrotechnic Magic” for your audience.

2. FIRING SITE. All pyrotechnics will be fired from a designated point, which meets approval of the Black Hawk Fire Department.

3. PLANNING CONSIDERATIONS. The following provides a list of specific considerations in relationship to this performance.

   a. Duration. The duration of your fireworks display has normally been approximately 25-minutes in length. However, since this production is fired electronically, the operators can accurately fire your display so that it will last a precise length of time. If you have a specific amount of time that you prefer your display to last, please let us know and we will accommodate your preference.
b. **Insurance**. The coverage provided under this program is $5,000,000 per occurrence for Broad Form, Contractual, Bodily Injury and Property Damage, and includes all necessary additional insureds. All Western Enterprises vehicles hauling explosives are covered with $5,000,000 liability coverage. All Western Enterprises technicians are covered by statutory limits of Colorado State Worker’s Compensation.

c. **Permits.** All necessary permits, clearances and documentation regarding pyrotechnics whether federal, state or municipal, is the responsibility of Western Enterprises, Inc.

d. **Labor.** A Colorado licensed pyrotechnic operator and crew from Western Enterprises will be in charge of handling the “load in, staging, firing and load out” of the pyrotechnic production.

e. **Musical Accompaniment.** This production is NOT scheduled to be choreographed to music, however, if you do wish to have a performance staged to music, Western Enterprises, Inc. will produce a special musical score that is appropriate to the theme of the event. The music will be prerecorded on a format that is acceptable to the Pyrotechnic firm and the sound contractor selected by the client. It is very important to finalize the music by May 1st so as to allow our pyrotechnic choreographer, Gary Caimano, adequate time to design the pyrotechnics to the music.

4. **GENERAL OVERVIEW OF PERFORMANCE.** Your performance will include a wide variety of pyrotechnic products from around the world, including some of the very unique products profiled for the 2017 season and also a breath-taking array of special-made aerial shells that we have showcased in the 2016 *International Fireworks Competition* where we represented the United States. Some of the newly designed aerial shells that we will showcase in your performance are **Concentric Rings**, **Pastel-colored Rings w/strobe pistils**, **Silk Brocades with Silver Tentacle pistils**, and **Silver Whirling Flowers with strobe pistils**.

5. **MUSIC REQUIREMENTS.** If you wish to have your pyrotechnics fired to music, Western Enterprises will be pleased to produce a special music arrangement that is appropriate to the event. This service is offered at no additional charge to the client. The choreographic design of the pyrotechnics to a music production is a true art form and requires days of preparation. The design choreographer will ensure that color combinations and effects are blended together to match the music. Each and every shell is “back-timed” so that they will actually break in the sky at the appropriate time. This ensures the synchronization of the pyrotechnics to the music. “Command cues” are placed on a separate track of the CD and are transmitted to the firing location of the fireworks, so that the pyrotechnic operators will be firing in synchrony to the music.

Your performance for 2017 will **BEGIN** with a tremendous salvo of “Titanium Salute Shells” from both locations (Casey Street site and Miner’s Mesa site). This powerful beginning to your production will provide an exciting announcement to your show! **HOWEVER**, after this simultaneous firing from both locations, your show will then proceed to be fired solely from the Casey Street Site until the “Grand Finale”.
Your performance for 2017 will include two (2) distinctly different Finales. There will be a “Mini-Finale” fired, lasting approximately one (1) minute in duration. This “mini-finale” will be fired in what is seen typically in most fireworks performances, whereby it will consist of aerial shells being fired in more “random/variegated colors”, or what we would further describe as not designed in color-separation sequences.

"Mini-Finale Sequence"
(Regular location)

15 - 10/2½" VARIEGATED FLOWER CHAINS (150 - 2½" Variegated Color Shells)
12 - 10/3” VARIEGATED FLOWER CHAINS (120 - 3" Variegated Shells)
12 - 5/4" VARIEGATED FLOWER SHELLS (60 - 4" Variegated Shells)

"Mini-Finale Sequence"
(Miner’s Mesa location)

18– 5” VARIEGATED FLOWER SHELLS
18 - 6" VARIEGATED FLOWER SHELLS
3 – 8” VARIEGATED FLOWER SHELLS

After the brief 10-second pause, your signature BLACK HAWK “Grand Finale” will be fired. This special “Grand Finale” has truly become the most dynamic “Grand Finales” in the state of Colorado, especially since it is fired from two (2) separate firing locations. We have “bolstered” this Grand Finale even more-so this year. Your Finale will not only be staged from the regular firing location, but also from the top of Miner’s Mesa as well. This spectacular Finale closing will begin with a breathtaking barrage of Red Flower Shells, followed by a barrage of Silver Flower Shells, followed by another barrage of Blue Flower Shells, followed by a barrage of Golden Silk Flower shells, which ultimately culminates in a massive barrage of Staccato Report Salutes, and heavy Titanium Report Bombs which echo reverberating thunder through the valley bringing a thrilling conclusion to the 2017 BLACK HAWK JULY 4th FIREWORKS SPECTACULAR!

"GRAND FINALE SEQUENCE"
(Regular location)

13 - 10/2½" RED FLOWER CHAINS (130 - 2½" Red Shells)
18 - 10/3" RED FLOWER CHAINS (180 - 3" Red Shells)
11 - 5/4" RED FLOWER SHELLS (55 - 4" Red Shells)
"GRAND FINALE SEQUENCE" - Continued
(Regular location)

13 - 10/2½" WHITE/SILVER FLOWER CHAINS (130 - 2½" White/Silver Shells)
18 - 10/3" WHITE/SILVER FLOWER CHAINS (180 - 3" White/Silver Shells)
11 - 5/4" WHITE/SILVER FLOWER CHAINS (55 - 4" White/Silver Shells)

13 - 10/2½" BLUE FLOWER CHAINS (130 - 2½" Blue Shells)
18 - 10/3" BLUE FLOWER CHAINS (180 - 3" Blue Shells)
11 - 5/4" BLUE FLOWER CHAINS (55 - 4" Blue Shells)

13 - 10/2½" BROCADE FLOWER SHELLS (130 - 2½" Gold Silk Shells)
18 - 10/3" BROCADE FLOWER SHELLS (180 - 3" Gold Silk Shells)
11 - 5/4" BROCADE FLOWER SHELLS (55 - 4" Gold Silk Shells)

5 - 10/3” TITANIUM SALUTE BOMBS (50 – Titanium Salute Bombs)

"GRAND FINALE SEQUENCE"
(Miner’s Mesa location)

36 - 5" RED FLOWER SHELLS
24 – 6” RED FLOWER SHELLS
3 – 8” RED FLOWER SHELLS

36 - 5" WHITE FLOWER SHELLS
24 – 6” WHITE FLOWER SHELLS
3 – 8” WHITE FLOWER SHELLS

36 - 5" BLUE FLOWER SHELLS
24 – 6” BLUE FLOWER SHELLS
3 – 8” BLUE FLOWER SHELLS

36 - 5" BROCADE FLOWER SHELLS
24 – 6” BROCADE FLOWER SHELLS
3 – 8” BROCADE FLOWER SHELLS
2 – 10” BROCADE FLOWER SHELL

This brings a truly thrilling conclusion to the 2017 BLACK HAWK 4th of JULY FIREWORKS SPECTACULAR!
ITEMIZED PRODUCT LISTING

NOTE TO PACKING DEPARTMENT:

1. Please note that this show can be confusing, so please be careful when packing!
2. This show also has two (2) different Finales. One finale is called “Mini-Finale Shells”, and the other finale is called “Grand Finale Shells”.
3. This show has two (2) different Firing Locations. One location is “Regular Location” and the other location is “Miner’s Mesa location”.
4. Please notice that all 6” and larger shells should be packed separate and mark on boxes “Miner’s Mesa”.

"Mini-Finale"
(Regular location)

15 - 10/2½" VARIEGATED FLOWER CHAINS (150 - 2½" Variegated Color Shells)
12 - 10/3" VARIEGATED FLOWER CHAINS (120 - 3" Variegated Shells)
12 - 5/4" VARIEGATED FLOWER SHELLS (60 - 4" Variegated Shells)

"Mini-Finale"
(Miner’s Mesa location)

18 – 5” VARIEGATED FLOWER SHELLS
18 - 6" VARIEGATED FLOWER SHELLS
3 – 8” VARIEGATED FLOWER SHELLS

“GRAND FINALE”
(Regular Location)

13 - 10/2½" RED FLOWER CHAINS (130 - 2½" Red Shells)
18- 10/3" RED FLOWER CHAINS (180 - 3" Red Shells)
11 - 5/4" RED FLOWER SHELLS (55 - 4" Red Shells)

13 - 10/2½" SILVER FLOWER CHAINS (130 - 2½" Silver Shells)
18 - 10/3" SILVER FLOWER CHAINS (180 - 3" Silver Shells)
11 - 5/4" SILVER FLOWER CHAINS (55 - 4" Silver Shells)

13 - 10/2½" BLUE FLOWER CHAINS (130 - 2½" Blue Shells)
18 - 10/3" BLUE FLOWER CHAINS (180 - 3" Blue Shells)
11 - 5/4" BLUE FLOWER CHAINS (55 - 4" Blue Shells)
“GRAND FINALE”
(Regular Location - CONTINUED)

13 - 10/2½" BROCADE FLOWER SHELLS (130 - 2½" Gold Silk Shells)
18 - 10/3" BROCADE FLOWER SHELLS (180 - 3” Gold Silk Shells)
11 - 5/4" BROCADE FLOWER SHELLS (55 - 4" Gold Silk Shells)

5 - 10/3” TITANIUM SALUTE BOMBS (50 – Titanium Salute Bombs)

“GRAND FINALE”
(Miner’s Mesa Location)

36 - 5" RED FLOWER SHELLS
24 – 6” RED FLOWER SHELLS
3 – 8” RED FLOWER SHELLS

36 - 5" WHITE FLOWER SHELLS
24 – 6” WHITE FLOWER SHELLS
3 – 8” WHITE FLOWER SHELLS

36 - 5" BLUE FLOWER SHELLS
24 – 6” BLUE FLOWER SHELLS
3 – 8” BLUE FLOWER SHELLS

36 - 5" BROCADE FLOWER SHELLS
24 – 6” BROCADE FLOWER SHELLS
3 – 8” BROCADE FLOWER SHELLS
2 – 10” BROCADE FLOWER SHELL

4 - 5/4” TITANIUM SALUTE BOMBS (20 – Titanium Salute Bombs)

OPENING SHELLS

CASEY LOCATION (35 Shells)

1 - 5/3" SILVER COMET BARRAGE (5 - 3" Silver Comets, "Opening Barrage")
3 - 10/3” TITANIUM SALUTE CHAINS (30 - 3” Titanium Report Bombs for "Opening Barrage")

MINER’S MESA LOCATION (35 Shells)

1 - 5/3" SILVER COMET BARRAGE (5 - 3" Silver Comets, "Opening Barrage")
6 - 5/4” TITANIUM SALUTE CHAINS (30 - 4” Titanium Report Bombs for "Opening Barrage")
TO: MELISSA GREINER  
EVENT: CITY OF BLACK HAWK 4TH OF JULY SPECTACULAR  
DATE: JULY 4, 2017  
PAGE: SEVEN  

THREE INCH SHELLS (365 Shells)

40 - AERIAL BOMBS (Heavy reporting salutes)
35 - COLOR & FANCY STAR SHELLS (Consisting of: Ruby, Blue, Emerald, Pearl, Yellow & Purple with Titanium Twinklers & Aluminum Flitters)
100 - ORIENTAL FLOWER PATTERNS (Consisting of: Chrysanthemum, Peonies & Dahlias)
40 - COMETS (Magnesium Crown Red, Green, Blue, Purple and Yellow with titanium rising tails)
40 - SPECIAL SHELLS (Consisting of: Diamond Screamers, Gold Whirls, Silver Whirls, Whistles, Serpents & Fish)
40 - PATTERN SHELLS (Consisting of: Rings, Spider Webs, Willows)

70 – SPECIAL-MADE COMPETITION SHELLS (Consisting of: Concentric Rings, Pastel-colored Rings w/strobe pistils, Silk Brocades with Silver Tentacle pistils, and Silver Whirling Flowers with strobe pistils, Silver Crown Kimuros, Color-changing Plumes, Long burning Solid color and Pastel color Octopus, Color Strobe Plumes, Pixie Dust Willows w/variegated pistils, Pastel-Color Plumes, Variegated Coconut Shells w/Strobing Pistils, etc.)

FOUR INCH SHELLS (600 Shells)

50 - COLOR & FANCY STAR SHELLS (Consisting of: Ruby, Blue, Pearl, Emerald, Yellow, Purple with Titanium Twinklers & Aluminum Flitters)
70 - ORIENTAL FLOWER PATTERN (Consisting of: Chrysanthemum, Peonies & Dahlias)

50 - SKYWORKS SPECIALS (Consisting of: Crackling Meteors, Crackling Coconut Palms, Flowers w/strobing pistils, Half/Half Flowers, Crackling Willows, etc.)

60 – NEW SPECIAL EFFECT SPECIALS (Consisting of: White Dove Pattern, Poinsettias, Magic Peony, Orange Strobe, Lemon Strobe, Jellyfish, Dancing Butterflies, Spiral Ring w/pistils, Brocade Rings, Smiling Faces, etc.)

35 - DESIGNER SHELLS (Consisting of: Purple Strobes, Orange Strobes, Yellow Strobes, Pastel Flowers w/Pastel Pistils, Triple Crossing Rings, Planet Saturns, Red Crackling Coconut Palms, Crackling Strobes, Jeweled Brocades, Diadem Flowers w/pistils, Magnesium Color Changing Willows, Green Crackling Coconut Palm Trees, etc.)

35 - PATRIOTIC DESIGNER SHELLS (Consisting of: Red Bees, White Bees, Blue Bees, Red w/Glittering Core, Blue w/Glittering Core, Red Crosssettes, White Crosssettes, Blue Crosssettes, Red Go-getters, Blue Go-getters, White Go-getters, Red & Blue Criss-Cross, Blue Flower w/Red strobe core, Red Flower s/blue strobe core, etc.)
FOUR INCH SHELLS (continued)

65 – SPECIAL-MADE COMPETITION SHELLS (Consisting of: Concentric Rings, Pastel-colored Rings w/strobe pistils, Silk Brocades with Silver Tentacle pistils, and Silver Whirling Flowers with strobe pistils, Silver Crown Kimuros, Color-changing Plumes, Long burning Solid color and Pastel color Octopus, Color Strobe Plumes, Pixie Dust Willows w/variegated pistils, Pastel-Color Plumes, Variegated Coconut Shells w/Strobing Pistils, etc.)

40 - SPECIAL SHELLS (Consisting of: Diamond Screamers, Gold Whirls, Silver Whirls, Whistles, Serpents, Fish & Tourbillions)

**15 - COLOR CROSSETTES (pack separately and fire with 5” Crossettes in sequence)
**15 - BROCADES (pack separately and fire with 5” Brocades in sequence)
**15 - SILVER PALMS (pack separately and fire with 5” Silver Palms in sequence)
**15 - GOLD PALMS (pack separately and fire with 5” Gold Palms in group sequence)
**15 - CRACKLING COCONUT SHELLS (pack separately and fire with 5” Crackling Coconut Shells in group sequence)
**15 - STROBE SHELLS (pack separately and fire with 5” Strobes in sequence)
**15 - RING OR DOUBLE RING PATTERNS (pack separately and fire with 5” Rings in sequence)
**15 - BEES OR GO-GETTERS (Pack separately and fire with 5” Bees in group sequence)
**15 – PIXIE DUST W/PISTIL SHELLS (Pack separately and fire with 5” Pixie Dust Shells in group sequence)

**15 – TIME RAIN OR GOLD MUM W/Crackling SHELLS (Pack separately and fire with 5” Time Rain or Gold w/crackling Shells)

**15 – SILVER MUMS W/ASSORTED PISTILS (Pack separately and fire with 5” Silver Mums w/Assorted Pistils in group sequence)

**15 - FIVE POINTED STARS, HEART PATTERNS & SATURNS (5 each, pack separately with 5” stars, hearts & saturns)

**15 – KALEIDOSCOPE SHELLS (pack separately and fire with 5” Kaleidoscopes in sequence)

FIVE INCH SHELLS (750 Shells)

50 - COLOR & FANCY STAR SHELLS (Consisting of: Ruby, Pearl, Emerald, Blue, Yellow & Purple with Titanium Twinklers & Aluminum Flitters)

150 - ORIENTAL FLOWER PATTERNS (Consisting of: Peonies, Chrysanthemums, & Dahlias)
FIVE INCH SHELLS (continued)

50 – NEW SPECIAL EFFECT SPECIALS (Consisting of: White Dove Pattern, Poinsettias, Magic Peony, Orange Strobe, Lemon Strobe, Jellyfish, Dancing Butterflies, Spiral Ring w/pistils, Brocade Rings, Smiling Faces, etc.)

50 - SKYWORKS SPECIALS (Consisting of: Crackling Meteors, Crackling Coconut Palms, Flowers w/strobing pistils, Half/Half Flowers, Crackling Willows, etc.)

50 - DESIGNER SHELLS (Consisting of: Dianthus, Triple Rings, Double Rings w/pistils, Red Palms, Cascading Plume Shells, Crackling Strobes, Jeweled Brocades, Diadem Flowers w/pistils, Magnesium Color Changing Willows, Green Palm Trees, etc.)

50 - PATRIOTIC DESIGNER SHELLS (Consisting of: Red Bees, White Bees, Blue Bees, Red w/Glittering Core, Blue w/Glittering Core, Red Crossettes, White Crossettes, Blue Crossettes, Red Go-getters, Blue Go-getters, White Go-getters, Red & Blue Criss-Cross, Blue Flower w/Red strobe core, Red Flower s/blue strobe core, etc.)

50 – SPECIAL-MADE COMPETITION SHELLS (Consisting of: Concentric Rings, Pastel-colored Rings w/strobe pistils, Silk Brocades with Silver Tentacle pistils, and Silver Whirling Flowers with strobe pistils, Silver Crown Kimuros, Color-changing Plumes, Long burning Solid color and Pastel color Octopus, Color Strobe Plumes, Pixie Dust Willows w/variegated pistils, Pastel-Color Plumes, Variegated Coconut Shells w/Strobing Pistils, etc.)

40 - DESIGNER SHELLS (Consisting of: Purple Strobes, Orange Strobes, Yellow Strobes, Pastel Flowers w/Pastel Pistils, Triple Crossing Rings, Planet Saturns, Red Crackling Coconut Palms, Crackling Strobes, Jeweled Brocades, Diadem Flowers w/pistils, Magnesium Color Changing Willows, Green Crackling Coconut Palm Trees, etc.)

**20 - COLOR CROSSETTES (pack separately and fire with 4” Crossettes in sequence)
**20 - BROCADES (pack separately and fire with 4” Brocades in sequence)
**20 - SILVER PALMS (pack separately and fire with 4” Silver Palms in sequence)
**20 - GOLD PALMS (pack separately and fire with 4” Gold Palms in group sequence)
**20 - CRACKLING COCONUT SHELLS (pack separately and fire with 5” Crackling Coconut Shells in group sequence)
**20 - STROBE SHELLS (pack separately and fire with 4” Strobes in sequence)
**20 - RING OR DOUBLE RING PATTERNS (pack separately and fire with 4” Rings in sequence)
**20 - BEES OR GO-GETTERS (Pack separately and fire with 4” Bees in group sequence)
**20 - PIXIE DUST W/PISTIL SHELLS (Pack separately and fire with 5” Pixie Dust Shells in group sequence)
**20 – TIME RAIN OR GOLD MUM W/CRACKLING SHELLS (Pack separately and fire with 5” Time Rain or Gold w/crackling Shells)
FIVE INCH SHELLS (continued)

**20 – SILVER MUMS W/ASSORTED PISTILS (Pack separately and fire with 5” Silver Mums w/Assorted Pistils in group sequence)
in group sequence)

**20 - FIVE POINTED STARS, HEART PATTERNS & SATURNS (5 each, pack separately with 4” stars, hearts & satrns)

**20 – KALEIDOSCOPE SHELLS (pack separately and fire with 4” Kaleidoscopes in sequence)

INSURANCE ON DISPLAY

$5,000,000 BROAD FORM, CONTRACTUAL, PROPERTY DAMAGE & BODILY INJURY
(Additional insured included.)

COLORADO WORKER’S COMPENSATION COVERAGE ON TECHNICIANS

$5,000,000 LIABILITY ON WESTERN ENTERPRISES, INC. VEHICLES THAT HAUL EXPLOSIVES

MORTARS, SQUIBS & EQUIPMENT

All necessary mortars, racks, firing systems, electrical squibs, etc. are supplied with this contract, and are the property of Western Enterprises, Inc.

1 - 600-SHOT FIRING SYSTEM COMPLETE (Main-firing site)
1 – 300-SHOT FIRING SYSTEM COMPLETE (Main-firing site)
1 – 300-SHOT FIRING SYSTEM COMPLETE (Miner’s Mesa firing site)

TOTAL CONTRACT PRICE - - - - $85,000.00
ADDITIONAL PRODUCT FOR EARLY PAY DISCOUNT

*Note: The following product will be added to your display if you elect to exercise the early payment option and use that amount to “purchase” product to enhance your production. (*We have used a portion of your early-pay discount toward the “Opening Announcement”---beginning barrage of heavy titanium salutes of your production!)

45 - 5” SHELLS
28 – 6” SHELLS
8 – 8” SHELLS
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

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

PRODUCER
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT NAME
PHONE: 216-658-7100
FAX: 216-658-7101
EMAIL ADDRESS:

INSURER(S) AFFOURDING COVERAGE NAIC #
INSURER A: Everest Indemnity Insurance Co. 10851
INSURER B: Everest National Insurance Company 10120
INSURER C: Maxum Indemnity Company 26743

COVERAGES CERTIFICATE NUMBER: 1236053759 REVISION NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Additional Insureds: Black Hawk Fire Department; City of Black Hawk; Black Hawk Casino Owners Association; Club Vista II LLC - property owner

Display Date: July 4, 2017
Location: Black Hawk, Colorado

CERTIFICATE HOLDER
Black Hawk Fire Department
PO Box 68
Black Hawk CO 80422

CANCELLATION

SHOULDN'T 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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RESOLUTION 13-2017
A RESOLUTION
APPROVING THE
RECLASSIFICATION OF
THE POSITION OF
EXECUTIVE
ADMINISTRATIVE
ASSISTANT TO
ADMINISTRATIVE
ASSISTANT
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 13-2017  

TITLE: A RESOLUTION APPROVING THE RECLASSIFICATION OF THE POSITION OF EXECUTIVE ADMINISTRATIVE ASSISTANT TO ADMINISTRATIVE ASSISTANT  

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

Section 1. The City Council hereby approves the reclassification of the Job Description for Executive Administrative Assistant to Administrative Assistant.  

RESOLVED AND PASSED this 8th day of February, 2017.  

________________________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: Administrative Services Staffing

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

MOTION TO APPROVE Resolution 13-2017, A Resolution Approving the reclassification of the Executive Administrative Assistant to Administrative Assistant.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Upon the recent transfer of the former Executive Administrative Assistant from the Administrative Services Department, the Administrative Services Director, with input from the City Manager, evaluated the current position of Executive Administrative Assistant approved in 2014 and determined the requirements of the department are more suited to an intermediate level position as opposed to an executive level assistant.

AGENDA DATE: February 8, 2017

WORKSHOP DATE: N/A

FUNDING SOURCE: AS Salary line item

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

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

DOCUMENTS ATTACHED: Administrative Services Administrative Assistant Job Description

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: [ ]Yes [ ]N/A

REVIEWED BY:

Melissa A. Greiner
City Clerk/Administrative Services Director

Jack D. Lewis
City Manager
CITY OF BLACK HAWK
2017 Job Description

JOB TITLE: Administrative Assistant  DEPARTMENT: Administrative Services
REPORTS TO: Administrative Services Director  EXEMPT: No

SALARY RANGE: $41,397 - $53,817

SUMMARY
Provide assistance to Administrative Services Director and the department. The position is an integral part of the Executive Team representing the Office of the City Manager, Office of the City Clerk, and Employee Services; therefore, a sense of decorum is required that is appropriate and suitable to the office. The individual shall possess a comprehensive knowledge of required office skills, exercise initiative and judgment, make decisions within the scope of assigned authority, and provide general information and assistance to the public.

DUTIES AND RESPONSIBILITIES
Administrative Services

Interface with the public, City staff, and vendors tactfully, courteously, and effectively. Greet visitors; ascertain nature of business, and direct visitors to appropriate office. Answer telephone and give information to callers.

- Perform a wide variety of general office support duties, such as, receiving, sorting, and time-stamping documents; distributing incoming and outgoing correspondence; and maintaining and ordering office supplies.
- Serve as primary postal and UPS clerk for the City. Pick up, deliver, and process mail from the post office and UPS pickup and delivery. Maintain postage meter machine and UPS account.
- Maintain a variety of files and records relating to the department both electronic and hard copies.
- Maintain and update resource materials.
- Maintain active membership status of various organizations for the City Manager, Human Resources, and Risk Management.
- Compile information to be used in special projects and reports. Maintain and update all assigned projects, reports, and written files. Scan select files into the appropriate electronic file location.
- Independently respond to letters and general correspondence within the scope of responsibility.
- Process applications and check requests for the City Scholarship program and maintain student records.
- Maintain calendars and arrange meetings and conferences as needed.
- Provide budget support. Compile, record, and route invoices.
• Input and maintain standard operating procedures for Administrative Services Department in document management software.
• Provide Notary services for the public and City staff.
• Provide cover for the front desk of the City Clerk’s office.
• Perform other duties as assigned.

Risk Management
• Assist the Administrative Services Director in preparing annual renewals of property casualty and workers’ compensation insurance through City’s Insurance broker.
• Assist with annual loss control audit and property inspections.
• Maintain annual City wide inventory reports.
• Receive, process, and file property casualty claims for the City; assemble information, such as police reports, and discuss claims with appropriate management staff and outside insurance company; prepare staff reports, resolutions, and/or proper correspondence related to claims.
• Perform other duties as assigned.

Communications and Outreach
• Maintain approved City of Black Hawk branding and identity guidelines.
• Draft and maintain approved branded materials. Design draft versions of graphics, print pieces, and marketing materials including form templates, letterhead, flyers, brochures, multi-page documents, and presentations.
• Maintain marketing product inventory and facilitate branded merchandise supply orders.
• Photograph City functions and environments to support graphic and web production, publications, and marketing campaigns.
• Compile and maintain digital graphic and photo archive.
• Execute City social media marketing and update social media accounts.
• Prepare and distribute quarterly editions of City newsletter.
• Maintain and update City website. Manage, monitor, draft, and execute approved website content, design, functionality, and user experience. Work with City departments to maintain pages, guide messaging, and make recommendations.
• Copywriting and copy editing in the form of emails, letters, mailers, flyers, press releases, and other materials as needed.
• Review news reporting agencies for media items pertaining to the City on a weekly basis. Compile media reports for City Council packets.
• Perform other duties as assigned.

SUPERVISORY RESPONSIBILITIES
None.
QUALIFICATIONS

Knowledge of:
- English usage, spelling, grammar, and punctuation.
- Current technology for office procedures, methods, and computer equipment.
- Business letter writing and in-depth report preparation.
- Principles and procedures of record keeping.
- Basic financial and accounting methods and procedures.

In-depth knowledge of:
- Desktop publishing software and design practices.
- Social media management (Facebook, Twitter, YouTube, Instagram).
- Website management.

Ability to:
- Establish effective working relationships with employees, citizens, various public and private groups, and governmental agencies.
- Perform varied and complex office and technical administrative work.
- Follow complex verbal and written instructions.
- Analyze, prepare, and accurately maintain detailed reports and records.
- Communicate effectively and concisely, orally and in writing.
- Prioritize work.
- Work on multiple projects simultaneously.
- Understand the organization and operation of the City and outside agencies as necessary to assume assigned responsibilities.
- Maintain confidential data and information for executive staff.
- Obtain Notary Public certification.

EXPERIENCE, KNOWLEDGE, AND SKILLS

- High school or GED graduate, preferably supplemented by college-level coursework or certifications in desktop publishing.
- Two years responsible administrative support, desktop publishing, and technical experience.
- Background in communications, and marketing, and desired.
- Background in property casualty claims processing desired.
- Background in municipal government desired.

EQUIPMENT USED

Constant daily use: telephones, cell phones, computers, software, calculators, copy machines, fax machines, and scanners.
COMMUNICATION SKILLS
- Ability to respond to common inquiries or complaints from the general public, residents, City employees, officials, and outside agencies in a tactful and expedient manner.
- Ability to effectively present, both in verbal and written form, information to elected officials, members of the Management Team, City employees, the public, and outside agencies.

REASONING ABILITY
Identify problems, collect data, establish facts, and draw valid conclusions.

PHYSICAL DEMANDS
The employee is regularly required to sit, stand, walk, reach with hands and arms, stoop, kneel, crouch, or crawl. Work in this position is generally limited to a standard office environment, but the employee must occasionally lift and/or move up to 25 pounds. The employee is also regularly required to talk, hear, and use hands and fingers. Specific vision abilities required by this position include close, distance, color, and peripheral vision, as well as depth perception, and the ability to adjust focus.

COMMENTS
The intent of this job description is to describe the types of job tasks and levels of responsibility and difficulty required of persons assigned to this job 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.

I have read and fully understand the duties of the job description.

Signature: _____________________________ Date: _____________________

1/2017
RESOLUTION 14-2017
A RESOLUTION APPROVING THE PURCHASE OF A 2017 CHEVROLET ONE-TON VEHICLE WITH UTILITY BOX AND PLOW
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 14-2017  

TITLE: A RESOLUTION APPROVING THE PURCHASE OF A 2017 CHEVROLET ONE-TON VEHICLE WITH UTILITY BOX AND PLOW  

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

Section 1. The City Council hereby approves the purchase of a 2017 Chevrolet one-ton vehicle with utility box and plow and the corresponding trade in of a 1999 Ford one-ton with utility box and plow in the net amount of $37,864.00.  

RESOLVED AND PASSED this 8th day of February, 2017.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

______________________________  
Melissa A. Greiner, City Clerk
SUBJECT: Approval of Resolution 14-2017, a Resolution approving the purchase of a new one ton truck with utility box and plow and trade in of a 1999 Ford one ton with utility box and plow in the net amount of $37,864.00.

RECOMMENDATION: If City Council chooses to approve of Resolution 14-2017, the recommended motion is as follows: "Approve Resolution 14-2017, a Resolution approving the purchase of a 2017 Chevrolet one-ton vehicle with utility box and plow"

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The water department was approved during budgeting to replace its 1999 Ford utility truck. The Fleet Department put together a set of specifications and sent out requests for quotes. There were 5 vendors that responded. The 1999 Ford was slated for trade in and that trade in value established the lowest overall proposal:

- Stevinson Chevrolet $44,864 - $7,000 trade= $37,864
- Brighton Ford $45,097-7,000 trade= $38,097
- Johnson Auto Plaza Dodge $43,947-$2,750 trade=$41,197
- Go Auto Nation Ford $43,671-$2,000 trade=$41,671
- Johnson Auto Plaza GMC $45,529-$2,750 trade=$42,779

Staff recommends approval of the 2017 Chevrolet acquisition and authorization to dispose by trade in of the 1999 Ford utility

FUNDING SOURCE: 501-3150-460-7401 Sys Improve/Mach & Equip

WORKSHOP DATE: February 8, 2017

ORIGINATED BY: Steve Jackson

STAFF PERSON RESPONSIBLE: Steve Jackson/Jason Fredricks

PROJECT COMPLETION DATE: April 2017

DOCUMENTS ATTACHED: N/A

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

SUBMITTED BY: Thomas Isbester, Public Works Director

REVIEWED BY: Jack Lewis, City Manager
RESOLUTION 15-2017
A RESOLUTION
APPROVING A PURCHASE
AND SALE AGREEMENT
BETWEEN THE CITY OF
BLACK HAWK AND JOHN
C. WOOLUM, AND
DOROTHY S. WOOLUM
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 15-2017

TITLE: A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND JOHN C. WOOLUM, AND DOROTHY S. WOOLUM

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

Section 1. The City Council hereby approves the Purchase and Sale Agreement between the City and John C. Woolum and Dorothy S. Woolum for the Enterprise Lode in the amount of $19,500.00, and authorizes the Mayor and the City Manager to execute the necessary documents on behalf of the City.

RESOLVED AND PASSED this 8th day of February, 2017.

__________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Approve Resolution 15-2017, a Resolution approving the Purchase and Sale agreements for the Enterprise Lode parcel on Maryland Mountain and authorization for the City Manager to execute said agreement and close on said property.

RECOMMENDATION: If City Council chooses to approve Resolution 15-2017, the recommended motion is as follows: "Approve Resolution 15-2017, a Resolution approving a Purchase and Sale agreement between the City of Black Hawk and John C. Woolum and Dorothy S. Woolum."

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City is in the process of acquiring eleven separate parcels on Maryland Mountain that are along or adjacent to the alignment of the Main Tramway line. This main line will be the base trail for the Maryland Mountain open space. The City has retained Western State Land Services, Inc. to make contact and provide third party negotiation services for these acquisitions. The City obtained appraisals for these parcels. The City has reached an agreement with the property owners of the Enterprise Lode for $19,500.

FUNDING SOURCE: 203-0000-502-71.02 Land/Land Purchase

WORKSHOP DATE: February 8, 2017

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: Thomas Isbester

PROJECT COMPLETION DATE: N/A

DOCUMENTS ATTACHED: N/A

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

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director

Jack Lewis, City Manager
CONTRACT TO BUY AND SELL REAL ESTATE

JOHN C. WOOLUM, whose address is 431 S. Meridith Ave., Pasadena, CA, 91106, AND DOROTHY S. WOOLUM, whose address is 46999 Dunlap Rd., Miramonte, CA, 93641, as their interest may apply, hereinafter called "Owner/Seller", agree to sell to CITY OF BLACK HAWK, a municipal corporation, P. O. Box 68, Black Hawk, Colorado, 80422, hereinafter called "City/Buyer", and City/Buyer agrees to purchase, the following described real estate interests, hereinafter referred to as "Property", situate in the County of Gilpin, State of Colorado, to-wit:

See Exhibit A attached hereto,
and by this reference made a part hereof,

together with all improvements thereon and appurtenances thereto currently on the Property, in their present condition, ordinary wear and tear excepted, for the purchase price of NINETEEN THOUSAND FIVE HUNDRED AND NO/100'S DOLLARS ($19,500.00), payable by cash or certified funds, delivered to Owner at closing and upon delivery of deed as set forth in Paragraph 1 below, at the time and place of closing to be mutually agreed to by the parties hereto, less any amounts to be withheld in accordance with this contract, and further subject to all terms and conditions hereof as follows:

1. **TITLE TRANSFER AT CLOSING**
   (a) Closing will be administered by Mountain Land Title, LLC, 972 Golden Gate Canyon Road, Black Hawk, CO 80422. Owner shall execute and deliver to City a Warranty Deed for and possession of the Property at the closing to be held on February 27, 2017 (or by mutual agreement, at a later date), conveying, said Property described on Exhibit A, free and clear of all taxes, except the general taxes for the year of closing, and free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not, free and clear of all liens, encumbrances, tenancies, leases, restrictive covenants and easements, and as set forth in paragraph # 8 hereunder.

   This sale shall be at no cost to the Owner/Seller. The City/Buyer will absorb any and all fees and expenses in connection with this sale including, but not limited to, recording fees, Title Insurance, mailing/courier fees, bank fees, closing costs, commissions.

2. **PRORATIONS**
   Owner shall pay all personal property taxes on fee interests to be conveyed to City due for the year of closing and all preceding years. General property taxes for the year of closing shall be apportioned between the parties to the date of delivery of deed; however, Owner shall be responsible for taxes, interest and penalties for the preceding years. Prepaid rents, water rents, and sewer rents, if any, shall be apportioned to date of delivery of deed.

3. **PROPERTY DAMAGE**
   Loss or damage to the Property from any cause, including, but not limited to, fire, vandalism, or acts of God, from the date of this contract until the conveyance of said Property from Owner to City, shall be at the risk of Owner. If, prior to closing, said Property is destroyed or damaged in whole or in part, this contract may be canceled at the option of City. City, at its option shall have the right to proceed with specific performance of this contract despite such damage, provided that City shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price. Owner shall maintain casualty insurance
coverage on any improvements located on the Property from the date of this contract to the date of closing.

4. **PERFORMANCE**
   Time is of the essence hereof, and all terms, conditions and covenants shall be tendered or performed as specified herein.

5. **LEGAL AUTHORITY OF OWNER**
   Owner represents and covenants to City that they comprise all of the parties who have a fee interest in said Property described in the attached exhibits, and that they have full and lawful authority to enter into this contract.

6. **REPRESENTATIONS AND WARRANTIES**
   Owner represents and warrants to City: (a) Owner has no actual knowledge and has received no written notice of violation of any federal, state, or local laws, statutes, ordinances, codes, orders, regulations or other requirements of governmental entities having jurisdiction over and affecting the Property, and further that it will notify City if it obtains actual knowledge of or receives written notice of any such violation prior to Closing; (b) Owner has no actual knowledge of any pending lawsuits, legal proceedings or governmental investigations or proceedings involving the Property other than the potential or threat of a condemnation proceeding filed by the City against Owner; and (c) Owner has no actual knowledge of any environmental contamination.

7. **SURVIVAL OF REPRESENTATIONS AND COVENANTS**
   The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon the closing of the purchase-sale transaction herein provided for, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing of any purchase-sale transaction herein provided for, and shall continue after said closing to be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

8. **TITLE**
   The City shall obtain and pay for a commitment for title insurance policy to be issued by a title insurance company selected by the City. In the event the commitment for title insurance shows that Owner does not have good and merchantable fee simple title to said Property or is not the sole owner of said Property, or shows outstanding liens against or encumbrances upon the Property, or in the event said commitment or other investigation shows rights of parties in possession other than those listed as Owner, the Owner, at its cost, shall obtain a release and/or conveyance to the City of any rights or interests identified in title commitment or by other investigation. City shall deliver a copy of the title commitment to Owner within 10 days of the approval of the Contract together with a notice of City's objection to title and requirements to cure such title defects.

9. **DEFAULT**
   If the Owner is unable or unwilling to convey good and merchantable title to the City, in accordance with the provisions of this Contract, or Owner otherwise is in default of the Contract, the City may, at its option, (a) extend the closing up to a maximum of 90 days to allow the Owner to clear the title to and deliver a general warranty deed and attached easement documents for the Property as provided herein, (b) terminate this contract and proceed to acquire the Property by
condemnation, provided, however, the City may use this executed contract in said condemnation action to establish the fair market value of the Property being acquired; (c) proceed with this contract and waive any defects in title which the City, in its sole discretion, determines can be waived; (d) any combination of (a), (b), and (c) above; or (e) bring an action against Owner for specific performance or damages, or both and the prevailing party shall be entitled to costs and reasonable attorney's fees against the non-prevailing party for its failure to perform hereunder.

In the event City should default in its obligation to acquire the Property in accordance with this Contract, Owner shall have the right to bring action against City for specific performance and the prevailing party shall be entitled to costs and reasonable attorney's fees against the non-prevailing party for its failure to perform hereunder.

10. **RELEASE**

The City and Owner, on behalf of themselves as well as their successors, assigns, representatives and heirs hereby release and discharge each other and all of each other's agents, employees, representatives, attorneys, successors and assigns, fully and finally, from and against any and all rights, demands, claims, disputes, actions, liabilities, set-offs, causes of action, suits, debts, sums of money, accounts, controversies, trespasses, damages, attorney's fees, costs and expert witness fees, whether claimed or unclaimed, contingent or unforeseen, including but not limited to injuries or damages of any kind or nature or which may thereafter in any way grow out of or be connected with the City's acquisition of property rights, other than claims to enforce this Agreement.

11. **COMPLETE AGREEMENT**

This contract is an integration and expresses the entire agreement between all the parties, and the parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

12. **VALID CONTRACT**

When duly executed by all the parties, this agreement shall be specifically enforceable by any court of competent jurisdiction. If this agreement is executed by all parties hereto this instrument shall become a contract between said parties and shall be binding upon and shall inure to the benefit of the parties, their heirs, successors and assigns.

13. **BINDING EFFECT**

Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

(Balance of page left intentionally blank)
OWNER/SELLER: John C. Woolum

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  )
COUNTY OF __________ )

On ______________ before me, ______________,

Date

Here Insert Name and Title of the Officer

Personally appeared ______________________________

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ______________________________

Signature of Notary Public

Contract to Buy and Sell Real Estate
City of Black Hawk, Colorado – Enterprise Lode #15779
OWNER/SELLER:  
Dorothy S. Woolum

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  )
COUNTY OF  )

On _______________ before me, __________________,  
Date  
Here Insert Name and Title of the Officer

Personally appeared ____________________________,  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________  
Signature of Notary Public

Contract to Buy and Sell Real Estate
City of Black Hawk, Colorado – Enterprise Lode #15779
CITY OF BLACK HAWK, COLORADO

BY: ____________________________
David D. Spellman, Mayor

DATE: __________________________

ATTEST:

Melissa A. Greiner, City Clerk

Approved as to form:

Corey Hoffmann, City Attorney
EXHIBIT A

The Enterprise Lode, City Title,
Sometimes referred to The Enterprise Lode #15779,
City of Black Hawk,
Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession
held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56, at
Page 555 and in Book 62 at Page 456,
County of Gilpin, State of Colorado.
RESOLUTION 16-2017
A RESOLUTION
APPROVING AN
EASEMENT AGREEMENT
ON THE SMITH 502 LODE PARCEL
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 16-2017

TITLE: A RESOLUTION APPROVING AN EASEMENT AGREEMENT ON THE SMITH 502 LODE PARCEL

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

Section 1. The City Council hereby approves the Easement Agreement between the City and Cary Brett Berman over, upon and through the Smith 502 Lode in the amount of $1,200.00, and authorizes the Mayor and the City Manager to execute the necessary documents on behalf of the City.

RESOLVED AND PASSED this 8th day of February, 2017.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk
SUBJECT: Approve Resolution 16-2017, a Resolution approving an Easement Agreement on the Smith 502 Lode parcel on Maryland Mountain and authorization for the City Manager to execute said agreement.

RECOMMENDATION: If City Council chooses to approve Resolution 16-2017, the recommended motion is as follows: "Approve Resolution 16-2017, a Resolution approving an Easement Agreement on the Smith 502 Lode parcel."

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City is in the process of acquiring eleven separate parcels on Maryland Mountain that are along or adjacent to the alignment of the Main Tramway line. This main line will be the base trail for the Maryland Mountain open space. The City has retained Western State Land Services, Inc. to make contact and provide third party negotiation services for these acquisitions. The City obtained appraisals for these parcels. The City has reached an agreement for this permanent easement along the Smith 502 Lode parcel for $1,200.

FUNDING SOURCE: 203-0000-502-71.02 Land/Land Purchase

WORKSHOP DATE: February 8, 2017

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: Thomas Isbester

PROJECT COMPLETION DATE: N/A

DOCUMENTS ATTACHED: N/A

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

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director

Jack Lewis, City Manager
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated this _____ day of __________________, 201__, by Cary Brett Berman, ("Grantor") and the City of Black Hawk ("Grantee").

WHEREAS, Grantee desires to acquire an easement for the purpose of the construction and operation of trail facilities upon and beneath the surface of the property described and depicted in Exhibits A and B, attached hereto and incorporated herein by this reference (the "Easement Property"); and

WHEREAS, Grantor is willing to convey an easement to Grantee for the aforesaid purposes on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the sum of One Thousand Two Hundred dollars ($1,200.00) paid by Grantee to Grantor, the covenants of Grantee herein contained, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

Section 1. Conveyance of Easement. Grantor does hereby grant and convey unto Grantee, it successors, assigns, lessees, licensees, and agents, an easement upon and beneath the surface of the Easement Property for the operation of a City trail facilities. Grantee shall have the right of ingress and egress, consistent with this Agreement, upon the Easement Property for the construction, reconstruction, operation, maintenance and/or removal of the trail facilities.

Section 2. Construction and Maintenance. Grantee shall be solely responsible for constructing and maintaining the trail facilities.

Section 3. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby. In addition, Grantor and Grantee agree that the trail may be relocated and a substitute easement provided upon Grantee’s approval of a development plan that includes the Easement Property.

Section 4. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. Grantee shall name Grantor as an additional insured for the Easement Property, and Grantee shall further, to the extent permitted by law, insure against liability, loss, or damages arising out of the existence, use or operation of the trail facilities.

c. This Agreement constitutes all of the agreements, understandings, and promises between the parties hereto with respect to the subject matter hereof.

d. This Agreement shall be of no force and effect until it is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized officers as of the date and year first above written.

2/3/17

14 PERMANENT EASEMENT-2016 SMITHS02-REV1-25-17-BH020117
GRANTOR: CARY BRETT BERMAN

By: ______________________________

STATE OF PENNSYLVANIA )
COUNTY OF _____________ ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of ________________, 201__, by CARY BRETT BERMAN.

My commission expires: ______________________________

(SEAL)

______________________________
Notary Public

CITY OF BLACK HAWK

By: ______________________________

David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk