

**City of Black Hawk  
City Council  
211 Church Street  
February 12, 2014**

**2:00 p.m.**

**EXECUTIVE SESSION:** 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(b).

**2:15 p.m.**

**WORK SESSION:** Watch video regarding renovation of Church.

**3:00 p.m.**

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***  
**(Notify the City Clerk if you wish to address Council on items not on the agenda)**
6. **APPROVAL OF MINUTES:** January 22, 2014
7. **PUBLIC HEARINGS:**
  - A. CB 3, An Ordinance to Adopt the Black Hawk Employee Handbook Dated February 2014
  - B. CB 4, An Ordinance Repealing and Reenacting Chapter 15 of the Black Hawk Municipal Code Adopting a New Black Hawk Sign Code
  - C. CB 5, An Ordinance Submitting Ballot Questions for an April 1, 2014 Regular Election, and Setting the Ballot Titles Thereof
  - D. Resolution 2, A Resolution Approving the Comprehensive Sign Plan and Conditionally Approving a Certificate of Appropriateness for the Z Casino Comprehensive Sign Plan
8. **ACTION ITEMS:**
  - E. 201 Church Street – Amend Scope of Work and PEH Architectural Fees
  - F. 231 Horn Street and 301 Chase Street - Preservation Easement Change Orders
  - G. Resolution 3-2014, A Resolution Establishing a Contingency on Grant Projects Under the Community Restoration and Preservation Fund Grant Program to be Managed at the City Manager's Discretion
  - H. Resolution 4-2014, A Resolution Rescinding Sales Tax Rebate to Small Businesses
  - I. Resolution 5-2014, A Resolution Rescinding Water Rebate to Small Businesses
  - J. Resolution 6-2014, A Resolution Approving the Agreement of Lease Between the City of Black Hawk as Lessor and the Gilpin Ambulance Authority as Lessee
  - K. Resolution 7-2014, Approve Reappointment of Judge Carlson as Municipal Court Judge
  - L. Resolution 8-2014, Approve Reappointment of Judge Renaud as Assistant Municipal Court Judge
  - M. On Call Service Agreements for 2014
  - N. Highway 119 Waterline Project – Design Engineering Services
  - O. Ratification of Phone Poll Regarding Council Special Meetings and Work Session Schedules
  - P. Resolution 9-2014, A Resolution Approving the First Amendment to Subdivision Agreement Between the City of Black Hawk and Monarch Growth, Inc.
9. **CITY MANAGER REPORTS:**
  - Q. Certificate of Achievement for Excellence in Financial Reporting for 2012
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**

**APPROVAL OF MINUTES  
FOR JANUARY 22, 2014**

City Manager Lewis rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order by Mayor Spellman Wednesday, January 22, 2014 at 3:00 p.m.

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

Staff present: City Attorney Hoffmann, City Manager Lewis, City Clerk Magno, Development and Preservation Administrator Linker, IT Support Staff Muhammad, Assistant to City Manager for Administration Greiner, Fire Chief Taylor, Finance Director Hillis, Public Works Director Isbester, and Police Chief Cole.

PLEDGE OF  
ALLEGIANCE:

Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.

3. AGENDA CHANGES: City Clerk Magno informed Council agenda item 7-B, Church Street Retaining Wall Easements – 241 Gregory Street and 231 Gregory Street has been moved to Action Items and Council Meeting Schedule has been added under Action Items.

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. Council declared no conflicts.

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.

5A. INTRODUCTION OF  
NEW EMPLOYEES:

Police Chief Cole introduced Communications Officers Sara Berg and Melissa Dedrick. Council welcomed Ms. Berg and Ms. Dedrick.

5B. PUBLIC COMMENTS: No one came forward to address Council.

6. APPROVAL OF  
MINUTES for  
January 8, 2014

**MOTION TO APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Armbright to approve the Minutes of the January 8, 2014 meeting as presented.

**MOTION PASSED**

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

7. PUBLIC HEARINGS:

- A. CB 2, An Ordinance Approving the Second Amendment to the Establishing Contract to the Gilpin Ambulance Authority

Mayor Spellman read the title.

City Attorney Hoffmann explained the proposed amendment to the Ambulance Authority changes three items. First the title has been changed from executive director to manager. Second the budget process was amended to state the Authority must have a budget to the three entities by October 31<sup>st</sup> so the entities can budget for the coming year. Third the formula of cost for each of the entities is more accurate now.

City Attorney Hoffmann stated it requires the Authority to not have a large amount in the fund balance. If collections go up where the fund balance goes up then the three entities will not have to pay as much.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB 2, An Ordinance Approving the Second Amendment to the Establishing Contract to the Gilpin Ambulance Authority open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Cales to approve CB 2, An Ordinance Approving the Second Amendment to Establishing Contract to the Gilpin Ambulance Authority.

**MOTION PASSED**

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

8. ACTION ITEMS:

- B. Church Street Retaining Wall Easements – 241 Gregory Street and 231 Gregory Street

Mayor Spellman read the title.

Public Works Director Isbester stated the easements are required to do the Church Street rock wall. Easements are behind the Bonanza building and Golden Canary.

**MOTION TO APPROVE**

Alderman Armbricht **MOVED** and was **SECONDED** by Alderman Johnson to approve the Church Street Retaining Wall Easements – 241 Gregory Street and 231 Gregory Street.

**MOTION PASSED**

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

- C. Gregory Street Realignment Project – Professional Services Agreement

Mayor Spellman read the title.

Public Works Director Isbester explained Staff was finally getting down to hiring a consultant to get the Gregory Street realignment project on the way.

**MOTION TO APPROVE**

Alderman Cales **MOVED** and was **SECONDED** by Alderman Bennett to approve the Gregory Street Realignment Project – Professional Services Agreement.

**MOTION PASSED**

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

9. CITY MANAGER REPORTS:

City Manager Lewis stated he received an e-mail last week stating Colorado Department of Transportation had the funding to widen the west bound tunnel on I-70. He explained it would start in March and conclude the end of this year.

City Manager Lewis explained the two demolition projects are now ready to move forward. Xcel finished removing the gas lines to both buildings.

10. CITY ATTORNEY:

City Attorney Hoffmann explained Council has had two work sessions on the Sign Code. The final version has been sent to the casinos with a public hearing set for February 12, 2014.

City Attorney Hoffmann requested an Executive Session regarding potential litigation and legal advice regarding various land acquisitions.

11. EXECUTIVE SESSION:

**MOTION TO  
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session 3:15 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(b).

**MOTION PASSED**

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

**MOTION TO  
RECONVENE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson 4:00 p.m.

**MOTION PASSED**

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

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 4:01 p.m.

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Jeanie M. Magno, CMC  
City Clerk

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David D. Spellman  
Mayor

**CB 3, AN ORDINANCE  
ADOPTING THE BLACK  
HAWK EMPLOYEE  
HANDBOOK DATED  
FEBRUARY 2014**

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

**COUNCIL BILL NUMBER:   3**

**ORDINANCE NUMBER: 2014-\_\_\_\_\_**

**TITLE:       AN ORDINANCE ADOPTING THE BLACK HAWK EMPLOYEE  
              HANDBOOK DATED FEBRUARY 2014**

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

Section 1. Pursuant to Article VIII, Section 18 of the City of Black Hawk Home Rule Charter, the City of Black Hawk Employee Handbook, dated February 2014, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby adopted by the City Council.

Section 2. Nothing in the approval of this Ordinance and the adoption of the City of Black Hawk Employee Handbook, dated February 2014, shall be construed to modify the authority of the City Manager to enter into employment agreements with department directors consistent with Section 2-42(d) of the City of Black Hawk Municipal Code.

Section 3. All previous versions of the City of Black Hawk Employee Handbook are hereby deleted in their entirety.

Section 4. Safety Clause. The Board of Aldermen hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

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

Section 6. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Jeanie M. Magno, CMC, City Clerk



**BLACK HAWK** <sup>®</sup>

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**Mayor**

David D. Spellman

**Aldermen**

Linda Armbright  
Paul G. Bennett  
Diane Cales  
Jim Johnson  
Greg Moates  
Benito Torres

**City Attorney**

Corey Y. Hoffmann

**City Manager**

Jack D. Lewis

**Assistant to the City Manager  
for Administration**

Melissa A. Greiner

**City Clerk**

Jeanie M. Magno

**Community Planning &  
Development Administrator**

Cynthia L. Linker

**Finance Director**

Lance R. Hillis

**Fire Chief**

Donald E. Taylor

**IT Director**

Jeffrey L. Young

**Police Chief**

Stephen N. Cole

**Public Works Director**

Thomas Isbester

April 2014

*Greetings!*

On behalf of the City Council, the City Manager, and your colleagues, I welcome you to the City of Black Hawk and wish you every success here.

We believe that each employee contributes directly to the City's growth and success, and we hope you will take pride in being a member of our team.

This Handbook is designed to acquaint you with the City and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. The information contained in this Handbook is the most current at this time and supersedes all previous Handbooks.

Employees should familiarize themselves with the contents of the Employee Handbook as soon as possible, for it will answer many questions about employment with the City. You should read, understand, and comply with all provisions of the Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the City to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No Employee Handbook can anticipate every circumstance or question about policy. As the City continues to grow and as times change, the need will likely arise to change policies described in the Handbook. The City therefore reserves the right to revise, supplement, or rescind any policies or portion of the Handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified and asked to participate in any such changes prior to adoption.

We hope that your experience here will be challenging, enjoyable and rewarding. Again, welcome!

Sincerely,

David D. Spellman  
Mayor

**CITY OF BLACK HAWK**  
**EMPLOYEE CODE OF ETHICS**

We take pride in providing quality service with professionalism, integrity, and honesty.

In fulfilling our responsibilities,  
we respect the dignity, diversity, and uniqueness of each other,  
the Black Hawk community, and the environment.

The principles of effectiveness, fiscal responsibility, and safety  
guide us in enhancing the well-being of the community.

We value teamwork, a sense of humor, open communication, and creativity.

We actively promote trust among ourselves and a partnership with the people we serve.

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## **101 NATURE OF EMPLOYMENT**

The City of Black Hawk (City) generally does not offer individual employees a formal employment contract with the City. Employment is “at will,” meaning that the employee or the City may end employment at any time for any lawful reason.

No supervisor or other representative of the City, other than the City Council, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing, approved by the City Council and signed by the Mayor and the employee.

**This Employee Handbook is not a contract.** It does not create any agreement, express or implied, guaranteeing employees any specific terms or conditions of employment. Nothing contained in this Handbook shall be construed as creating a contract guaranteeing employment for any specific duration. Neither does it obligate employees to continue employment for a specific period of time. Unless an employee has entered into an employment agreement that supersedes this document, either the employee or the City may terminate the employment relationship at any time. Neither does the Handbook guarantee any prescribed process for discipline and discharge. The provisions of the Handbook have been developed by management and adopted by City Council and supersede all existing policies and practices. These provisions may be amended or cancelled at any time at the City's sole discretion.

## **102 EMPLOYEE RELATIONS**

The City believes the working conditions, wages, and benefits it offers its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that the City fully demonstrates its commitment to employees by responding effectively to employee concerns.

## **103 EQUAL EMPLOYMENT OPPORTUNITY**

The City of Black Hawk fully supports the Equal Employment Opportunity regulations and intent. The City of Black Hawk provides an Equal Employment Opportunity to all employees, applicants, and candidates for employment without regard to race, creed, color, sex (including pregnancy), sexual orientation (including transgender status), age (40 or older), genetic information, marriage to a co-worker, physical or mental disability, religion, Vietnam era or veteran status, national origin, or any other status protected by

law. Equal Employment Opportunity includes, but is not limited to, hiring, training, promotion, transfer, demotion, and termination.

It is the City of Black Hawk's intent that all employees benefit from a safe work environment free from all forms of discrimination including harassment. Discrimination or harassment based on race, creed, color, sex (including pregnancy), sexual orientation (including transgender status), age (40 or older), genetic information, marriage to a co-worker, physical or mental disability, religion, Vietnam era or veteran status, national origin, retaliation for engaging in protected activity, or any other status protected by law is considered a violation of its policies and practices.

The City of Black Hawk believes that it is all employees' singular and collective responsibility to deal fairly and honestly with their peers, subordinates, and superiors as well as applicants to ensure a work environment free of discrimination.

Any employee, applicant, or candidate who feels that they have been discriminated against based on any of the forms of discrimination and/or harassment set forth above, or any other status protected by law shall without fear of reprisal:

- ***If employed***, contact the: 1) Immediate Supervisor or 2) Department Head or 3) City Manager in the respective order shown, unless the situation warrants skipping a level of supervision (i.e., where the perpetrator of alleged discriminatory action(s) is the Supervisor).
- ***If an applicant or candidate***, contact the City Manager.

The City of Black Hawk will, upon receipt of information that may not reflect support of its Equal Employment Opportunity practices, investigate the circumstances and if needed, take appropriate actions to eliminate the persistence of such circumstances. The employee or applicant may be asked to provide additional information for the investigation. The City will attempt to maintain confidentiality of the situations and parties involved, but it makes no guarantee of absolute anonymity. Employees and external parties may be provided with information on a "need to know" basis as a part of the investigative process. Proof of either discrimination or a false accusation may result in termination of employment for employees and/or legal action for employees, applicants, and/or candidates.

## **104 RECRUITMENT & HIRING**

### **Recruitments**

The City's primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities, or experience needed to perform the work. Decisions regarding the recruitment, selection, and placement of employees are made on the basis of job-related criteria.

When a position becomes available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. Employee Services will arrange interviews with qualified employees who apply.

## **Job Announcements**

### Public Announcement Posting

Announcements for vacancies of City positions (including contract positions) shall be posted by Employee Services for at least five (5) working days with the City Clerk's Office and within City buildings. When necessary to attract qualified applicants, advertisements shall be placed in approved publications and online services.

### Internal Announcement Posting

Supervisory vacancies for the police and fire departments are open to current City employees only and will be posted internally. Internal posting of announcements for these vacancies will be posted in the City Clerk's Office and in the department with the opening.

## **Employment Applications**

All applicants for a vacant position with the City shall complete a City Application for Employment. Certain positions may require resumes as well.

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the City's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## **105 DISQUALIFICATION OF APPLICANTS**

An applicant may be disqualified for consideration of employment when any of the following factors exist:

- 1) They do not possess the minimum qualifications for the job;
- 2) They are not physically or mentally fit to perform the functions of the position, or if a person with a disability is unable to perform the essential functions of the position with or without reasonable accommodation;
- 3) They have demonstrated an unsatisfactory employment record or personal record as evidenced by the results of a background or reference check;

- 4) They have given false information in their application or practiced deception during the selection process; or
- 5) Any lawful reason the City deems appropriate.

## **106 HIRING OF RELATIVES**

In order to expand the pool of qualified applicants for an organization the size of the City of Black Hawk, the City allows the employment of immediate family members; however an employee may not be supervised by an immediate family member.

## **107 ELECTED OFFICIAL / STAFF RELATIONSHIPS**

The City shall not hire the immediate family of members of the City Council. If an immediate family member of an employee is elected or appointed to the City Council, the employee must resign their position with the City prior to the commencement of the term of office of the elected relative.

## **108 MEDICAL EXAMINATIONS**

To help assure that applicants are able to perform the essential functions of the job or employees are able to perform their duties safely, medical examinations may be required based on the requirements of the job.

After a Conditional Job Offer has been made to an applicant entering a designated job category, the applicant will complete the Medical Review Form and a medical examination will be performed at the City's expense by a health professional of the City's choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam and Medical Review Form. For selected positions, psychological examinations may also be administered.

Current employees may be required to take medical examinations or periodic medical examinations as needed to determine fitness for duty. Such examinations will be scheduled at reasonable times and intervals and performed at the City's expense.

Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially.

## **109 EMPLOYMENT REFERENCE CHECKS**

The City will respond to all reference check inquiries from other employers. Responses to such inquiries will be limited to factual information that can be substantiated by the City's records to the extent allowed by the Colorado Open Records Act, C.R.S. section 24-72-201, *et seq.*, as the same may be amended from time to time, and other applicable provisions of Colorado law.

## **110 HARASSMENT POLICY**

The City of Black Hawk fully supports the Equal Employment Opportunity regulations. It is the City of Black Hawk's intent that all employees enjoy a safe work environment free from all forms of discrimination including harassment. Discrimination, inappropriate behavior or harassment based on race, creed, color, sex (including pregnancy), sexual orientation (including transgender status), age (40 or older), genetic information, marriage to a co-worker, physical or mental disability, religion, Vietnam era or veteran status, national origin, or any other status protected under applicable federal, state or local law is considered a violation of its policies and practices.

The City of Black Hawk believes it is all employees' singular and collective responsibility to deal fairly and honestly with their peers, subordinates, and superiors as well as applicants to ensure a work environment free of discrimination and harassment. Disrespect for or abuse of anyone's dignity through verbal, physical, or visual slurs of a sexual or intimidating nature through derogatory or other inappropriate conduct is unacceptable and may result in termination of employment.

Sexual harassment is a specific form of discrimination/harassment that undermines the integrity of the employment relationship. The City of Black Hawk will not tolerate harassment by City of Black Hawk employees or by those who work with the City of Black Hawk including suppliers, general public, consultants, or any other vendors. Unwelcome sexual advances, requests of sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when one or more of the following examples exist:

- Submission to such conduct is either explicitly or implicitly a term or condition of an individual's employment.
- Submission to or rejection of the conduct is the basis for an employment decision affecting the employee.
- The conduct substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work situation or atmosphere.

Harassment and/or discrimination based on race, creed, color, sex (including pregnancy), sexual orientation (including transgender status), age (40 or older), genetic information, marriage to a co-worker, physical or mental disability, religion, Vietnam era

or veteran status, national origin, or any other factors protected by law undermines the employment relationship. Harassment may take the form of verbal or physical conduct that disparages, threatens, or shows aversion to an individual because of the aforementioned factors. Harassment may also include slurs, jokes, degrading comments, degrading pictures, degrading symbols, or other written, verbal, or physical conduct because of the aforementioned factors. This form of harassment may exist if one or all of the following exist:

- The conduct substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work situation or atmosphere.
- The conduct adversely affects an employee's employment or work opportunities.

Any employee, applicant, or candidate, who feels that they may have encountered harassing circumstances, shall **without fear of reprisal** contact City of Black Hawk management as outlined below.

- ***If employed***, contact the: 1) Immediate Supervisor or 2) Department Head or 3) City Manager in the respective order shown, unless the situation warrants skipping a level of supervision.
- ***If an applicant or candidate***, contact the City Manager.
- ***If the City Manager is a party***, contact the City Attorney.

The City of Black Hawk will, upon receipt of information that indicates a possible lack of support of its Equal Employment Opportunity practices, investigate the circumstances and if needed, take appropriate actions to eliminate the persistence of such circumstances. The employee, applicant, or candidate may be asked to provide additional information for the investigation. The City of Black Hawk will attempt to maintain confidentiality of the situations and parties involved, but it makes no guarantee of absolute anonymity. Employees and external parties may be provided with information on a "need to know" basis as a part of the investigative process. Proof of discrimination, harassment, or a false accusation may result termination of employment for employees and/or legal action for employees, applicants, and/or candidates.

## **111 WORKPLACE VIOLENCE POLICY**

The City is committed to providing a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees shall review and understand all provisions of this workplace violence policy.

## **Prohibited Conduct**

The City does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities.

This list of behaviors, while not inclusive, provides examples of conduct that is prohibited:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possession of a weapon while on City property or while on City business unless required in the performance of duties (*i.e.*, Police Officers);
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

## **Reporting Procedures**

Any potentially dangerous situations **must** be reported immediately to any supervisor, Department Director, Employee Services, or the Chief of Police. Reports can be made anonymously and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of investigations will be discussed with them. The City will actively intervene at any indication of a possibly hostile or violent situation.

## **Risk Reduction Measures**

**Hiring:** Supervisors with hiring authority will take reasonable measures to conduct background investigations to review candidates' backgrounds and reduce the risk of hiring individuals with a history of violent behavior.

**Safety:** The City conducts annual inspections of the premises to evaluate and determine any vulnerability to workplace violence or hazards. Any necessary corrective action will be taken to reduce all risks.

**Individual Situations:** While the City does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform any supervisor, Department Director, or Employee Services and the Chief of Police if any employee exhibits behavior which could be a sign of a potentially dangerous situation. Such behavior includes:

- Discussing weapons or bringing them to the workplace;
- Displaying overt signs of extreme stress, resentment, hostility, or anger;
- Making threatening remarks;
- Sudden or significant deterioration of performance; or
- Displaying irrational or inappropriate behavior.

### **Dangerous/Emergency Situations**

Employees who confront or encounter an armed or dangerous person shall not attempt to challenge or disarm the individual. Employees shall remain calm, make constant eye contact and talk to the individual. If a supervisor can be safely notified of the need for assistance without endangering the safety of the employee or others, such notice shall be given. Otherwise, the employee shall cooperate, follow the instructions given and notify the Police as soon as possible.

### **Enforcement**

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts may be subject to termination of employment. Non-employees engaged in violent acts on the City's employer's premises will be reported to the proper authorities and fully prosecuted.

## **112 WORKPLACE BULLYING POLICY**

The City of Black Hawk's policy is to promote a work environment free from workplace bullying. A safe work environment is the responsibility of all employees, and employees are responsible for making their personal safety and the safety of others in the workplace a priority.

Bullying is defined as the repeated, health-endangering mistreatment of a person at work by a co-worker, supervisor/manager, or customer. The mistreatment may involve repeated acts of: (1) shouting, yelling, screaming, or swearing; (2) insults, put-downs, name-calling, or belittling; (3) public humiliation, criticism, or scolding; (4) cruel or offensive pranks, jokes; or (5) physical behavior, such as pushing, blocking, or tripping.

Such conduct by City employees is prohibited and may result in termination of employment and, where appropriate, referral for prosecution by legal authorities.

An employee who observes or has knowledge of any conduct listed above shall immediately report the same to any supervisor, Department Director, or Employee Services. Complaints will be investigated promptly and follow-up action taken as

determined appropriate. To the extent feasible, complaints and investigations will be handled in a confidential manner and anonymity preserved.

### **113 OUTSIDE EMPLOYMENT**

Employees may hold outside jobs as long as they continue to meet the performance standards of their jobs with the City. Employees shall consider the impact that outside employment may have on their health and physical endurance. All employees will be held to the City's performance standards and will be subject to the City's scheduling demands, regardless of any outside work requirements.

If the City determines that an employee's outside work interferes with performance or the ability to meet the requirements of the City as they are modified from time to time, the employee may be asked to terminate the outside employment if they wish to remain employed by the City.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the City for materials produced or services rendered while performing their jobs.

Requests for approval of outside employment must be made in writing and submitted to the Department Director (who may develop more restrictive requirements) for consideration.

## **201 EMPLOYMENT CATEGORIES**

It is the intent of the City to clarify the definitions of employment classifications so that employees understand their employment status and benefits eligibility.

Each employee is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. Non-exempt employees are entitled to overtime-pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will be classified to one other employment category:

**FULL-TIME** employees are those who are not in an introductory status and who are regularly scheduled to work the City's full-time schedule. Generally, they are eligible for the City's benefits package, subject to the terms, conditions, and limitations of each benefit program.

**PART-TIME** employees are those who are not assigned to an introductory status and who are scheduled to work less than 30 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for the City's other benefit programs.

**INTRODUCTORY** employees are those full-time or part-time employees whose performance is being evaluated to determine whether further employment in a specific position, or with the City, is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification. Generally, introductory full-time employees are eligible for the City's benefit package, subject to the terms, conditions, and limitations of each program, and the annual market adjustment if awarded. Introductory employees are not eligible for annual bonus awards. (See Section 210)

## **202 APPLICATIONS - AUTHORITY**

The guidelines set forth in this chapter shall be applicable to all classified employees of the City to the extent of and according to the provisions hereinafter set forth, except as otherwise provided by ordinance or statute or the City Charter.

## **203 RULES SUBORDINATE TO STATE LAW & RULES OF COURT**

Notwithstanding any other provisions of this chapter, the Personnel Policies will be subject to and subordinate to state statute and controlling judicial decisions.

## **204 PREROGATIVES RESERVED**

The City of Black Hawk has and retains all rights to manage its business whether heretofore or hereafter exercised and regardless of the frequency or infrequency of its exercise, including but not limited to the exclusive right in accordance with its judgment and subject to applicable statutes, ordinances, and regulations, to:

- 1) Hire, promote, discharge, retire, demote, transfer, assign, lay-off, and recall employees to work;
- 2) Ascertain the employee's skill, ability, efficiency, and qualifications and otherwise evaluate performance;
- 3) Determine the starting and quitting times, the number of hours on the shift to be worked, days off to be taken, and the number of hours in the employee's work week;
- 4) Revise, eliminate, combine, or establish new jobs and classifications;
- 5) Maintain the efficiency of employees, control and regulate the use of equipment, and other property of the City;
- 6) Close down or expand the operation of the City or any part thereof and reduce, alter, combine, transfer, or cease any department operation or service;
- 7) Determine the number, size, location, and operation of facilities and departments or groups thereof;
- 8) Subcontract and determine the services to be rendered, bought, or sold;
- 9) Determine the assignment of work and the size and composition of the work force;
- 10) Make, change, and enforce rules, policies and practices not in conflict with the provisions of these policies;
- 11) Establish quality standards; and
- 12) Introduce technological changes, new, improved or modified services, methods, techniques and equipment, and otherwise generally manage the operation and direct and supervise the work force.

## **205 VIOLATION OF EMPLOYEE GUIDELINES**

Violation of any of the employee guidelines will not be tolerated. Any employee who believes that they have been treated unjustly may file a grievance in accordance with procedures established within these policies.

## **206 AMENDMENTS TO POLICIES**

Amendments to these Personnel Policies may be proposed by the City Manager to the City Council as required. All amendments shall become effective upon adoption by the City Council or on such date as the City Council shall designate.

## **207 ADMINISTRATIVE PROCEDURES**

The City Manager, at any time deemed necessary or proper for the purpose of enforcement or implementation of these policies, may adopt, amend, or rescind written administrative procedures, rules, or regulations consistent with these policies. Such procedures, rules, or regulations shall be effective on the dates specified by the City Manager, provided that such procedures, rules, or regulations shall be circulated to City Council and all Department Directors prior to the effective date thereof. Copies of such procedures, rules, or regulations shall be located with each department within the City and placed on record in the City Clerk's office, together with these Policies, the same to be open to public inspection during normal office hours.

## **208 ACCESS TO PERSONNEL FILES**

The City maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance, and salary increases, and other employment records.

Personnel files are the property of the City and access to the information they contain is restricted. Generally, only supervisors and management personnel of the City who have a legitimate reason to review information in a file are allowed to do so. Release of the contents of the personnel file will be done in accordance with the provisions of the Colorado Revised Statutes, 1973, section 24-72-201, *et seq.*, as amended. In the event of any conflict between these policies and the requirements of the Colorado Open Records Act, the Act shall control.

Employees who wish to review their own files shall contact Employee Services. With reasonable notice, employees may review their own personnel files in the City's offices and in the presence of an individual appointed by the City to maintain the files. Employees may and are encouraged to review their file periodically.

## **209 PERSONNEL DATA CHANGES**

It is the responsibility of each employee to notify promptly the City of any changes in personnel data within ten (10) business days of the change. Personal mailing addresses, home and cellular telephone numbers, names of dependents, individuals to

be contacted in the event of an emergency, educational accomplishments, and other such status reports shall be accurate and updated as needed.

## **210 INTRODUCTORY PERIOD**

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, and overall performance to see if the new employee meets the City's expectations.

Every employee who is appointed into a full-time or part-time position must serve an introductory period. The introductory period applies, irrespective of starting pay and will last six (6) months, with the exception of police officers who will have an introduction period of eighteen (18) months. During said introductory period, specific goals and expectations with standards pertaining to the employee's performance and other job-related criteria will be presented to the introductory employee and periodic reviews will take place during the period.

All new and rehired employees work on an introductory basis for the first six (6) months (eighteen [18] for police officers) after their date of hire, including existing City employees who transfer or are promoted to a new position (with the exception of level transfers). Any significant absence will automatically extend an introductory period by the length of the absence. Additionally, if the City determines that the designated introductory period does not allow sufficient time to evaluate the employee's performance thoroughly, the introductory period may be extended for a period not to exceed an additional six (6) months.

During the initial introductory period, new employees are eligible for those benefits that are required by law. They may also be eligible for other City-provided benefits, subject to the terms and conditions of each benefits program. Employees shall read the information for each specific benefit program for the details on eligibility requirements.

Non-exempt introductory employees shall not receive any pay adjustment or increase during the first six (6) months of the initial introductory period, except for the market adjustment, if awarded. Police officers serving an eighteen (18) month introductory period will be eligible to receive any pay adjustment or increase after the first six (6) months of their eighteen (18) month introductory period. Additionally, non-exempt employees shall not be promoted above the position for which the employee was hired nor receive a transfer during the initial introductory period, unless approved by the City Manager.

Upon satisfactory completion of the initial introductory period, employees enter the appropriate employment classification.

## 211 EMPLOYEE STATUS

To be determined.

## 212 COMPENSATION PHILOSOPHY

The City strives to be a cutting edge employer of choice; a city where employees thrive, local businesses succeed, and residents and guests enjoy. Everything the City does is for the benefit of people—our employees, our business community, our residents, and our guests. We demonstrate this through our history as pioneer leaders during our mining era and in our current unique business environment. We value our employees and their contributions to our City's success.

The compensation system must be flexible enough to ensure that the City is able to recruit and retain a highly qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

## 213 COMPENSATION POLICY

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

### Annual Hiring Range:

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

### **Annual Market Adjustment:**

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

### **Bonus Program:**

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

## **214 SALARY ADVANCEMENT / SPECIAL CIRCUMSTANCES**

Department Directors, upon special circumstances, may submit recommendations for salary advancement to the City Manager who shall have final authority with respect to the approval or disapproval of all recommended salary movements.

### 301 EMPLOYEE BENEFITS

Eligible employees at the City are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon employee classification. Details of these benefit programs can be found elsewhere in the Employee Handbook.

Accruals of vacation, sick, and holiday leave will not occur if the employee is absent from work in a non-paid status.

The health insurance benefit program requires a premium contribution from employees, but most benefits are fully paid by the City. The benefit package for full-time employees represents an additional cost to the City in excess of twenty percent (20%) of wages.

### 302 VACATION BENEFITS

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classifications are eligible to earn and use vacation time as described in this guideline:

- Full-time employees
- Introductory full-time employees

Paid vacation time accrues from the date of hire. The amount of paid vacation time employees receives increases with the length of their employment as shown in the following schedule.

#### **VACATION ACCRUAL SCHEDULE**

YEARS OF ELIGIBLE SERVICE	VACATION HOURS PER YEAR
Upon initial eligibility	96 HOURS
After completion of 5 years of service	120 HOURS
After completion of 10 years of service	160 HOURS

Vacation time will accrue each pay period based on the Vacation Accrual Earning Schedule and employee eligibility.

The length of eligible service is calculated on the basis of a "benefit year". This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. They can request use of vacation time after it is earned.

Paid vacation time may be used in minimum increments of one-half ( $\frac{1}{2}$ ) hour. To take vacation, employees must complete the written leave request form and submit it to their supervisor for approval. It is suggested that employees give, at a minimum, two (2) weeks of notice for a vacation leave. Requests will be reviewed based on a number of factors, including City needs and staffing requirements.

In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. If the total amount of unused vacation time reaches a "cap" equal to three hundred twenty (320) hours (40 days), further vacation accrual will stop. When the employee uses paid vacation time and brings the available amount below the cap, vacation accrual will begin again.

Vacation time is only paid for time off and is paid at the employee's base wage rate at the time of vacation. Active employees may not cash out vacation time in lieu of time off. Vacation time will not be advanced before it is earned.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work. Employees who transfer from full-time employment to part-time employment will also be paid for unused vacation time.

### **303 FLEXTIME / JOB SHARING**

FLEXTIME SCHEDULING: Employees may request the opportunity to vary their work schedules (within employer-defined limits). However, work schedules are ultimately decided by the Department Director.

JOB-SHARING: Subject to Department Director and City Manager approval, multiple part-time employees may split what would ordinarily be a single full-time position.

### **304 HOLIDAYS**

Holiday pay will be calculated based on the employee's straight-time wage (as of the date holiday time is taken) times the number of hours used. Eligible employee classifications:

- Full-time employees
- Introductory full-time employees

Holiday Bank: Holiday leave is provided to enable employees to enjoy periodic respite from their regular duties. Eligible employees shall be afforded the opportunity to take holiday leave.

Amount, Accrual, and Usage: Eligible employees are provided a Holiday Bank of 104 hours per year at the beginning of each year. If an eligible employee is hired during the year, they will receive the number of holiday bank hours left during the remainder of that year. Holiday Banks must be used within the year earned and cannot be carried over from one year to the next. Paid holiday leave may be used in minimum increments of one-half (1/2) hour.

Records of Leave: The Finance Department shall maintain records of annual leave and its use. Each Department Director shall develop and maintain a leave schedule for their employees.

Effect of Holidays and Vacations: When a legal holiday falls during an employee's scheduled vacation, such holiday shall first be charged to the holiday bank and if no hours remain in the holiday bank then charged to his annual vacation leave.

Floating Holiday: Eligible employees may designate sixteen (16) hours during a calendar year as a floating holiday, to be used as a paid time off. Floating Holiday time may be used in minimum one-half (1/2) hour increments following receipt of supervisory approval.

The City will grant holiday time off to eligible employees on the holidays listed below:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Veterans' Day (November 11)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)
- New Year's Eve (December 31)

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If an eligible non-exempt employee is required to work on a holiday, they will receive "Holiday Pay," which is defined as one-and-one-half (1½) their regular rate for the actual

hours worked, up to the amount of hours recognized for that holiday (eight [8] hours for a full day). All hours worked on a holiday in excess of the recognized hours will be paid at the employee's straight-time rate.

Eligible non-exempt employees may elect to work on a designated holiday and retain their holiday hours to use another day, with prior permission from their supervisor. However, in such case the employee is not eligible for "Holiday Pay" and will be paid at their straight-time rate.

Essential personnel, including uniformed fire department personnel, police officers, dispatchers, and Public Works personnel who are necessary for the operation of the City will receive "Holiday Pay" for the recognized holiday hours if their shifts start on the holiday and they work the number of hours recognized for that holiday.

ALL holiday leave must be used by the end of the calendar year. In unusual circumstances, any essential personnel may request to carry forward up to twenty-four (24) hours of holiday leave, to be used in the first quarter of the following year. The City Manager upon recommendation of the Department Director may approve the request.

Upon termination of employment, the remaining scheduled holiday hours for the year will be deducted from the employee's Holiday bank. If the deduction results in a negative Holiday bank balance, such hours will be deducted from the employee's final leave paycheck at straight-time rate. Any remaining Floating Holiday hours will be paid in the employee's final leave paycheck at straight-time.

### **305 WORK RELATED INJURY LEAVE**

#### **Section 1 – State Law**

Employees are covered under the Colorado Workers' Compensation Act against injuries and illnesses occurring in the course of City employment through insurance purchased by the City. The law provides for payment of all medical expenses and, under certain circumstances, compensation for loss of income.

#### **Section 2 – Compensation for Loss of Income Pursuant to Workers Compensation Benefits**

Any employee who misses more than three (3) shifts or three (3) days of work due to on-the-job injuries or job-related illnesses may be eligible for disability benefits under workers' compensation. Payment for the first three (3) days of missed work is only made if the employee is off work more than two (2) weeks. The wage replacement is called temporary total disability and is calculated under Colorado law at sixty-six and two-thirds (66 2/3) percentage of the employee's average weekly wage, subject to a maximum established annually by the State of Colorado.

Employees who receive temporary total disability payments under workers' compensation coverage may opt to receive one hundred percent (100%) of wages during the absence by allocating earned sick leave and/or vacation time to supplement the difference between the workers' compensation disability paid and one hundred percent (100%) of the employee's base wage rate. However, this option may never be used in lieu of benefits provided under workers' compensation.

### **306 SICK LEAVE BENEFITS**

The City provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses, injuries, or other medical reasons. Eligible employee classifications:

- Full-time employees
- Introductory full-time employees

Eligible employees will accrue sick leave benefits at the rate of ninety-six (96) hours per year. Sick leave benefits begin accruing from the date of hire. Sick leave benefits are calculated on the basis of each pay period and will accrue at a rate of 3.69 hours per pay period.

Paid sick leave may be used in minimum increments of one-half ( $\frac{1}{2}$ ) hour. Eligible employees may use sick leave benefits for absences due to their own illness or injury or that of an immediate family member.

Employees who are unable to report to work due to illness or injury shall notify their direct supervisor at least one hour before the scheduled start of their workday if possible, and, in any event, as early as possible. The direct supervisor must also be contacted on each additional day of absence.

If an employee is absent for three (3) or more consecutive work days due to illness or injury, a physician's statement shall be required, verifying the absence and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

Before returning to work from a sick leave absence of three (3) consecutive work days or more, employees shall be required to provide a physician's verification that they may safely return to work, which shall include any work restrictions.

Sick leave benefits will be calculated at the employee's base wage rate at the time of absence.

As an additional condition of eligibility for sick leave benefits, employees must apply for any other available compensation and benefits, such as short-term/long-term disability and workers' compensation. Sick leave benefits must be used to supplement any

payments that an employee is eligible to receive from City-provided short term/long term disability insurance programs. Sick leave benefits may be used to supplement any payments that an employee is eligible to receive from Workers' Compensation. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings. Employees may also utilize the Sick Leave Donation Program (Section 321) if approved.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 60 days' worth (480 hours) of sick leave benefits. However, if an employee's sick leave benefit accrues beyond 30 days (240 hours) as of seven days prior to the first pay date in December of each year, and only in the event that the employee has completed five (5) years of service as a full-time employee, all days and portions of days above 30 days may be cashed out or converted to vacation leave at the employee's then current wage rate in an amount equal to one (1) day for every two (2) sick leave days accrued over the 30 day limit.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence, except as provided for in this Handbook. Sick leave benefits **must** be used before other accrued leave for every instance of absences due to their own illness or injury or that of a family member. Employees may use other accrued leave for their own illness or injury or that of a family member only after sick leave accruals have been exhausted.

Sick time will not be advanced before it is earned. Unused sick leave benefits will not be paid upon termination of employment.

### **307 TIME OFF TO VOTE**

The City encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, the City will grant up to two (2) hours of paid time off to vote.

Employees shall request time off to vote from their supervisor at least two (2) working days prior to Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal schedule.

### **308 BEREAVEMENT LEAVE**

If an employee wishes to take time off due to the death of an immediate family member, they shall notify their supervisor immediately.

Upon Department Director approval, eligible employees may receive up to three (3) days or twenty-four (24) hours, which may be extended to five (5) days or forty (40) hours, of paid bereavement leave per bereavement to employees in the following classifications:

- Full-time employees
- Introductory full-time employees

Bereavement pay is calculated based on the base wage rate at the time of absence.

Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use any available paid leave for additional time off as necessary.

### **309 JURY DUTY**

The City encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may request up to one (1) week of paid jury duty leave over any one (1) year period.

Jury duty pay will be calculated on the employee's base wage rate times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are:

- All employees

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits.

Either the City or the employee may request an excuse from jury duty if, in the City's judgment, the employee's absence would create serious operational difficulties.

Any remuneration received by the employee from the court for jury duty while the employee was on paid jury duty leave must be remitted to the City. The City will continue to provide all benefits for the full term of the jury duty absence.

### **310 WITNESS DUTY**

The City expects employees to appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed as witnesses in a case directly related to their

employment with the City of Black Hawk, they will receive paid time off for the entire period of witness duty.

Employees will be granted unpaid time off to appear in court proceedings or if required to appear by deposition as a witness when requested by a party other than the City. Employees are free to use any available paid leave benefit, excluding sick leave, to receive compensation for the period of this absence.

The subpoena shall be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

### **311 BENEFITS CONTINUATION (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

The City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's health insurance plan. The notice contains important information about the employee's rights and obligations.

### **312 MEDICAL INSURANCE**

The City covers a portion of the medical insurance premiums of all eligible employees and their dependents. The amount of medical insurance premiums paid by the City will be established annually by the City Council. If an employee agrees annually to participate in the City's group medical insurance policy ("group plan"), the employee shall pay any portion of the premium not covered by the City. This allocation may be changed only with the approval of the City Council and may be changed at budget time. Coverage begins the first day of the month after the date of hire.

### **313 DENTAL INSURANCE**

The City provides all eligible employees and their dependents dental insurance coverage. All dental insurance premiums will be paid in full by the City. This guideline

may be changed only with the approval of the City Council and may be changed at budget time. Coverage begins the first day of the month after the date of hire.

### **314 VISION INSURANCE**

The City provides vision insurance to all eligible employees and their dependents. The City pays the full vision insurance premium for employees and dependents. This guideline may be changed only with the approval of the City Council and may be changed at budget time. Coverage begins the first day of the month after the date of hire.

### **315 LICENSURE ASSISTANCE**

The City will pay for all licenses and certifications except for regular driver's licenses required of employees to properly conduct their job duties as defined in their job descriptions. Employees shall contact their supervisor for payment or reimbursement.

### **316 MEMBERSHIP DUES**

The City encourages employees to belong to professional organizations relating to their job duties. Employees shall contact their supervisor to obtain advance approval for payment of annual membership dues as budgeted.

### **317 EMPLOYEE DEVELOPMENT / CITY EQUIPMENT**

At the City's discretion, the City may provide employees with additional necessary education, training, training equipment, and testing in order to educate and train employees in their position. Because such education and training represents a great benefit to the employee and a great expense to the City, certain employees may be required to enter into a training reimbursement agreement. A training reimbursement agreement requires certain employees to reimburse the City for all pre-defined, calculated costs incurred by the City in providing education, training, training equipment, and testing if the employee elects to leave employment with the City on their own accord prior to the specified period of time.

### **318 LIFE INSURANCE**

The City covers the premium for every eligible employee's term life insurance policy equal to two (2) times the employee's annual base wage rate up to a maximum of three hundred thousand dollars (\$300,000.00). Employees shall refer to the information provided by the City for more information on this benefit. This guideline may be

changed only with the approval of the City Council and may be changed at budget time. Coverage begins the first day of the month after the date of hire.

### **319 SHORT TERM DISABILITY**

The City provides Short Term Disability coverage at no cost to eligible City employees. Eligible employees shall refer to the information provided by the City for more information on this benefit. The City Council may increase or decrease this benefit at any time. The City will continue to pay disability insurance premiums for employees on Short Term Disability. Employees may also utilize the Sick Leave Donation Program (Section 321) if approved. This guideline may be changed only with the approval of the City Council and may be changed at budget time. Coverage begins the first day of the month after the date of hire.

### **320 LONG TERM DISABILITY**

The City provides Long Term Disability coverage at no cost to full-time City employees. Eligible employees shall refer to the information provided by the City for more information on this benefit. The City Council may increase or decrease this benefit at any time. The City will not pay Disability Insurance for employees on Long Term Disability. Employees may also utilize the Sick Leave Donation Program (Section 321) if approved. This guideline may be changed only with the approval of the City Council and may be changed at budget time. Coverage begins the first day of the month after the date of hire.

### **321 SICK LEAVE DONATION GUIDELINE**

#### **A: Legislative Intent:**

The City has sick leave, short-term disability, long-term disability, and injury leave programs which provide income protection for employees who suffer job related or non-job related injuries or illnesses that result in time off from work.

However, when an employee encounters unexpected hardships and the programs detailed above are not sufficient, the City has a donation program which provides other City employees with the opportunity to voluntarily donate their own sick leave OR vacation time.

#### **B: Guideline:**

1. Donation program requests will be recommend to the City Manager by Employee Services in conjunction with the Department Director. Recommendations will be reviewed and various factors considered which may include but are not limited to

personal circumstances, expected length of time needed, length of service, sick leave history, performance, department needs, etc.

2. Maximum amounts of total donation time accepted for the recipient will be determined by Employee Services on a case-by-case basis.
3. Recipients must have used all sick time balances, unused available holiday hours, and floating holiday hours and have a balance of no more than forty (40) hours vacation time before donated hours are granted. Recipients shall continue to use sick leave and vacation leave over forty (40) hours as it accrues while receiving donated hours.
4. Employee Services shall determine if disability coverage has been used in lieu of donated hours.
5. Employees may donate one (1) to twenty (20) hours total per recipient from any one or any combination of the following sources:
  - a. Sick Time
  - b. Vacation Time

Time will be donated on a one-hour for one-hour basis and will be credited to the recipient's sick time balance. Donating employees must retain a minimum balance of one hundred twenty (120) hours sick leave after the donation. There are no minimum balance requirements for vacation time.

6. All donations will be kept strictly confidential.

### **C. General Procedure:**

1. Donation program requests may be initiated directly by the eligible employee, other employees, or the Department Director.
2. Donation programs will be recommended by the Department Director submitting a memorandum to Employee Services explaining the justification for the recommendation.
3. Donation programs will be authorized if approved by the City Manager in conjunction with Employee Services and the Department Director.
4. Employee Services will issue a notice informing employees of the donation program and stating maximum donated hours accepted and deadline dates.
5. Employees who meet the requirements outlined in this guideline and who wish to donate hours must complete a Donation Form prior to the deadline date.
6. Actual donated hours will be transferred on a pay period by pay period basis. Employees whose donations were received first in Employee Services will be used first.
7. If the employee requires additional time after all hours originally donated have been used, consideration will be given to hours in excess of the maximum requested, or to another donation program following the same guidelines.

8. Donations may be approved posthumously for active employees at the time of their death.

## **322 PENSION PLANS**

The City requires all employees except Fire Fighters to pay into Social Security in accordance with Federal regulations. The current contribution into Social Security is 6.20% from the employee's pay and 6.20% by the City. Additionally, all employees are required to pay Medicare tax of 1.45% with a 1.45% match from the City.

The City has established a 401(a) money purchase plan. The plan requires all full-time employees except Fire Fighters to contribute six percent (6%) of their base wage rate as a condition of employment. Employee contribution elections are irrevocable for the life of the plan. The City shall contribute six percent (6%) of employees' base wage rate which is also irrevocable.

The state requires all full-time Fire Fighters to contribute eight percent (8%) of their base wage rate to F.P.P.A. and the City to contribute eight percent (8%) of employees' base wage rate to F.P.P.A. All other fire department employee groups are ineligible for this benefit.

Employee contributions to Social Security, Medicare, F.P.P.A. and the 401(a) plan will be deducted from each employee's bi-weekly check. City contributions will be made on a bi-weekly basis from the date of hire.

## **323 DEFERRED COMPENSATION / VARIABLE MATCH PROGRAM**

### **Deferred Compensation**

The City provides all full-time employees the opportunity to defer current income through tax deferred contributions into a 457 Plan. Eligible employees interested in deferring current income should contact Employee Services. Eligible employees may elect to participate in the 457 Plan at any time.

### **Variable Match Program**

Employees participating in the 401(a) Defined Contribution Plan are eligible to receive additional contributions from the City through the **Variable Employer Match Program**. This program is designed to encourage employees to save more for their retirement and incentivizes through an employee/employer variable match. The more an employee contributes, the more the City will contribute to a 457 Deferred Compensation. Details on this plan are available in Employee Services. Certain conditions apply depending on employee hire date.

### **324 EMPLOYEE ASSISTANCE PROGRAM**

Recognizing employees or a member of their family may have challenges which adversely affect the employee's job performance; the City has contracted with a private firm to make available to all full-time employees a confidential counseling and referral service. While the City recognizes resolution of difficulties is in the best interest of both the employee and the City, such problems remain the employee's responsibility. Therefore, it is incumbent upon the employee to take advantage of the assistance offered and ensure personal problems do not have a detrimental effect on job performance.

## **401 TIMEKEEPING**

Accurately recording time worked and leave time is the responsibility of every employee. Time worked is all the time actually spent on the job performing assigned duties. Leave time is time used from the employees accrued leave bank.

All non-exempt employees shall accurately record the number of hours worked on the day their shift began, as well as record any leave time (holiday, float, vacation, or sick) needed to reach the minimum required hours (40,80, 182) for a pay period. Overtime work must always be approved by the immediate supervisor before it is performed.

Exempt employees shall accurately record any exception to their regular schedule, i.e. holiday, floating holiday, vacation, or sick leave if four (4) or more hours of leave are used.

Altering, falsifying, or tampering with time records, or recording time on another employee's time record may result in termination of employment.

It is the employee's responsibility to certify the accuracy of all time recorded. The supervisor will approve and submit for payroll processing. Additionally, if corrections or modifications are made to an employee's time record, both employee and supervisor must verify the accuracy of the changes.

## **402 PAYDAYS / PAY PERIODS**

Employees are paid every other Friday (one week following the conclusion of the bi-weekly pay period). Each pay period will cover two weeks, beginning at 0001 hours on a Saturday and ending at 2400 hours on a Friday, with the exception of Fire personnel who operate on a 24 day cycle. Each paycheck will include earnings for all work performed and accrued leave recorded through the end of the previous bi-weekly payroll period, with the exception of Fire personnel.

In the event that a regularly scheduled payday falls on a bank holiday, employees will receive pay on the day immediately preceding the bank holiday.

## **403 EMPLOYMENT TERMINATION**

Separation of employment is an inevitable part of personnel activity within any organization, and many of the reasons for separation are routine. Below are examples of some of the most common circumstances under which employment is terminated:

**RESIGNATION:** Employment separation initiated by an employee who chooses to leave the organization voluntarily.

TERMINATION: Employment separation initiated by the organization.

LAYOFF/REDUCTION IN FORCE: Involuntary employment separation initiated by the organization due to reduction in force or services.

#### **404 FINAL PAY**

Employees will receive their final pay in accordance with applicable state law.

FINAL PAYCHECK: The final paycheck through the last day of employment will be issued on the regularly scheduled pay date per the official payroll calendar. It will include all deductions currently on file.

ACCRUED LEAVE PAY OUT: Upon termination of employment, employees will be paid for unused vacation/float/holiday accruals which have been earned through the last day of employment. The leave is paid out at the employee's base wage rate and does not include any additional earnings, employer's contributions, scheduled deductions, or an employer's match to either the 401(a), 457, or the FPPA pension plan and is subject to taxation. A hard check will be sent to the mailing address on file the pay period following the final pay check and separation of service.

Employee benefits will be affected by employment separation in the following manner. All accrued, vested benefits that are due and payable at termination of employment will be paid as stated above. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance. See Section 311, Benefits Continuation (COBRA).

#### **405 ADMINISTRATIVE PAY CORRECTIONS**

The City takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the event there is an error in the amount of pay, the employee shall promptly bring the discrepancy to the attention of the Finance Department so that corrections can be made as quickly as possible.

Once underpayments are identified, they will be corrected in the next regular paycheck.

Overpayments will also be corrected in the next regular paycheck unless this presents a burden to the employee (where there is a substantial amount owed). In that case, the City will attempt to arrange a schedule of repayments with the employee to minimize the inconvenience to all involved.

## **501 SAFETY**

To provide a safe and healthful work environment for employees, customers, and visitors, the City has established a workplace safety program including Loss Control Standards. This program is a top priority for the City. Department Directors in coordination with the City Manager has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

The City provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memorandum, email, or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, the City of Black Hawk Safety Committee, or with another supervisor, or bring them to the attention of their Department Director. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Violations of safety standards causing hazardous or dangerous situations, or failing to report, or where appropriate, failing to remedy such situations is strictly prohibited.

In the case of on the job accidents that result in injury, regardless of how insignificant the injury may appear, employees shall immediately notify their Department Director or the appropriate supervisor. Such reports are necessary to comply with state and federal laws and initiate workers' compensation benefits procedures.

## **502 WORK RELATED INJURIES / ILLNESSES**

### **Section 1 – Reporting Work Related Injuries/Illnesses**

Employees shall immediately report every job-related injury or illness, regardless of severity, to the appropriate supervisor. The supervisor shall immediately or by the beginning of the next business day report the incident to their Department Director and Employee Services by submitting the completed Workers' Compensation First Report of Injury. Other required reports pursuant to the City's Loss Control Standards may be

submitted within two (2) business days following the incident. Based on the information provided, Employee Services shall submit a Workers' Compensation First Report of Injury form to the City's workers' compensation administrator by the next business day of the occurrence. In the event an employee is able to inform the appropriate supervisor and does not do so or fails to do so in a timely manner, that employee may be denied coverage and the City may take other appropriate action as it determines necessary.

Any fraudulent claim for Workers' Compensation benefits or any claim filed against the City for an injury or illness incurred while working for another employer, while engaged in self-employment, or a personal business activity shall be grounds for immediate dismissal.

Neither the City nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

## **Section 2 – Medical Treatment for Work Related Injuries/Illnesses**

The injured employee shall report to the City's designated medical provider of their choice for medical treatment, except in the case of a minor injury that can be treated with a first aid kit. In the event of a life or limb-threatening emergency, the employee will be sent to the nearest emergency medical facility. The City's designated medical provider must provide follow-up care following treatment at an emergency medical facility. If an unauthorized medical provider treats an employee, the employee will be responsible for payment of said treatment. Such action may also affect other benefits of Workers' Compensation and their personal leave time.

The designated medical provider shall authorize any referrals for additional or specialized treatment. An adjuster from the City's workers' compensation administrator must approve any additional physicians or health care providers.

Immediately following each medical appointment, the employee shall report their status to their Department Director or their designee and Employee Services to furnish medical documentation and discuss the case.

## **Section 3 – Returning from Work Related Injuries/Illnesses**

An injured employee may not return to work without a written release from the City's designated medical provider stating that the employee may resume duties and responsibilities of their position without restrictions. A copy of the written release must be forwarded to the Department Director or their designee and Employee Services.

Employees who believe they are unable to satisfactorily perform their work after being released for duty by the designated medical provider shall immediately contact their

Department Director or their designee and Employee Services. Employee Services may refer an employee for a second medical evaluation.

### **503 MODIFIED DUTY / EARLY RETURN TO WORK PROGRAM**

The City has established an Early Return to Work Program that will enable an employee, based upon medical opinion, to continue using their valuable knowledge, skills, and abilities while they are temporarily limited by an injury or illness. The City will make an effort to provide temporary work assignments for an employee who is recovering from a medically documented mental or physical injury, illness, or medical condition that is sustained on or off the job if the illness, injury, or medical condition precludes the employee from satisfactorily performing the essential functions of their position.

#### **Section 1 – Program Criteria**

Employees will be approved for the Early Return to Work Program if the following criteria are satisfied:

- 1) A licensed physician has determined that the employee may be released to an early return to work assignment.
- 2) A suitable temporary position, to the extent such a position exists within the City, is identified by the City as consistent with the medical restrictions placed upon the employee by a licensed physician.
- 3) Work assignments will be consistent with the employee's physical or mental capabilities during their recuperation period, prior to returning to full duty status.
- 4) The City may require additional medical evaluation(s) by a licensed physician designated by the City with the expense of such evaluation(s) to be paid by the City.
- 5) The City makes a written offer of the modified employment to the employee and gives the employee a starting date and time for the modified employment.
- 6) Temporary assignments are granted as a privilege, not a right or entitlement. Modified duty assignments are intended for employees with a temporary illness, injury, or medical condition and will be provided only if there is a reasonable expectation that the employee will resume their regular duties at the end of the temporary assignment. This section is not intended as a reasonable accommodation under the Americans with Disabilities Act (ADA).
- 7) An employee on a temporary assignment has no rights to a temporary position or task no matter how long they are on the temporary assignment.
- 8) Employees suffering from a job-related injury or illness shall have priority in receiving modified duty assignments. Employees with a non-job related injury, illness, or medical condition in modified duty assignments may be replaced by an

employee suffering from a job-related injury, illness, or medical condition at the discretion of the Department Director or designee and Employee Services.

## **Section 2 – Responsibilities of the Employee**

- 1) The employee shall provide a licensed physician's statement and recommendation for modified duty. The physician's statement shall include the nature of the disability, the probable length of the disability, the prognosis for recovery, and the nature of the duty restrictions.
- 2) If a temporary assignment is not available and the employee is currently on leave, they shall contact their Department Director or their designee regularly to determine if a temporary assignment has become available.
- 3) An employee who believes they are no longer able to satisfactorily perform a modified duty assignment after they have been released by their physician to work a modified duty assignment, shall immediately notify their supervisor, modified duty supervisor (if assigned to another department), and Employee Services and return to the treating physician for a medical evaluation.
- 4) Immediately following each medical appointment, the employee shall report to their Department Director or their designee and Employee Services to furnish medical documentation and discuss the case. The employee may be required to submit to a periodic physical evaluation as a condition of continued modified duty status.
- 5) While on an Early Return to Work assignment, the employee is expected to adhere to all existing personnel policies, follow the direction of their supervisor and maintain acceptable performance standards as a condition of continued employment.
- 6) Any problems with an Early Return to Work assignment shall be immediately reported by the employee to the supervisor, modified duty supervisor (if assigned to another department), and Employee Services.

## **Section 3 – Responsibilities of the Department**

The Department Director or their designee is responsible for assisting Employee Services to find an appropriate modified duty assignment and the placement of the employee that has sustained an injury or illness. The temporary assignment shall benefit the City and be tailored to the employee's skills and abilities. This placement may be either at their usual place of employment or another area within the City. Cooperation and participation in the program is mandatory to the extent of identifying and placing employees in early return-to-work duty assignments whenever possible.

The Department Director or their designee in conjunction with Employee Services shall complete a review of the employee's modified duty status after receipt of each physician's report to determine whether the assignment is appropriate and whether it shall be continued.

## **Section 4 – Program Duration**

An employee on Total Temporary Disability through a Workers' Compensation claim is not required to accept an offer of modified employment. However, any temporary disability payments being paid under Injury Leave and/or under C.R.S. Section 8-42-106 shall cease if the employee declines such an offer, and the employee will continue on accrued leave according to the workers' compensation laws, if applicable, or be in a non-paid status.

The Early Return to Work Program to which an employee is assigned will be monitored weekly and if advantageous for the worker and the City, the program will continue for not more than ninety (90) cumulative calendar days per temporary injury, illness, or medical condition. Additionally, the assignment may be terminated earlier if the City determines that it no longer has a need for the performance of the modified employment or if the employee reaches maximum medical improvement or is released to regular employment, whichever comes first.

## **Section 5 – Return to Regular Assignment**

A medical examination and clearance for return to regular assignment is required before an employee assigned to modified duty can return to their original position.

### **504 WORK SCHEDULES**

The normal work schedule for all Exempt employees is a 40 hour week. All non-exempt employees' work schedule will be a regular schedule as identified by the supervisor. A work schedule may also be defined as ten (10) hours a day, four (4) days a week, or alternative shifts in accordance with section 7(k) of the Fair Labor Standards Act. Some employees as a part of their regular duties may be required to be placed in a "On-Call" status. Subject to the provisions of Section 509 of these guidelines, department procedures will be promulgated to govern "On-Call" status.

Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Flextime scheduling is available in some cases to allow employees to vary their starting and ending times each day within established limits. Employees shall consult their supervisors for details.

## 505 EMPLOYEE TRANSPORTATION & EQUIPMENT

**Motor Vehicle Records Review.** Each prospective employee must have a valid Colorado driver's license of the appropriate type. The City will order and review a current Motor Vehicle Review at the appropriate stage of the hiring process and once annually during the employee's tenure with the City.

**Use of City-Owned Vehicles.** City-owned vehicles are to be used for official business only and shall carry no passenger other than on or in connection with official business. An employee authorized to drive a City vehicle must have a current and valid Colorado operator's license with appropriate vehicle class designation and meet the driving records standards as established by the City, see Motor Vehicle Records Review Policy. Employees operating City vehicles are required to observe all traffic laws and the dictates of common sense and good judgment. Employees shall notify their Supervisor immediately upon receipt of a traffic violation or conviction. Violation of the driving records standards as listed in the Motor Vehicle Records Review policy will not be tolerated.

**Accidents in City-Owned Vehicles and/or Equipment.** If, while operating a City-owned vehicle, or using City equipment, an employee is involved in an accident resulting in any injury or damage to any property, the employee shall:

- 1) Make every effort to protect the scene until the local law enforcement agency arrives and releases the vehicle or equipment. Wherever possible, vehicles shall not be moved until released by proper authorities.
- 2) If the accident occurs within the Black Hawk City limits, notify the Police Department immediately; otherwise notify the appropriate law enforcement agency.
- 3) Regardless of the degree of fault or damage in a collision, a property damage report must be prepared by the City driver and turned in to the Department Director and Employee Services.
- 4) The City employee shall not discuss the accident with anyone outside the City, other than the investigating police agency. All inquiries received by the employee for information shall be directed to Employee Services.
- 5) Report the accident and/or loss to their Department Director and Employee Services immediately if possible, but not later than the next business day.

**Use of Private Vehicles.** Employees required to use their personal cars in the performance of their duties shall be reimbursed by the City for the mileage driven at the most current IRS rate. If, while using a privately owned vehicle on City business, the employee is involved in an accident, the responsibility for taking care of any damage or injury to others is with the employee. The Department Director will be notified within twenty-four (24) hours or the next business day for accidents occurring weekends or holidays, that the accident has occurred. The employee is responsible for notifying their insurance agent and supervising the settlement of the claim through their agent.

**Overnight Use of City Vehicles.** The City Manager will determine which City employees will be authorized to keep City vehicles in their possession overnight. Periodic reviews and criteria for justification will be established in administrative regulation as promulgated by the City Manager through the Department Directors.

## **506 MAIL SYSTEMS**

The use of City-paid postage for personal correspondence is not permitted.

## **507 TOBACCO PRODUCTS**

In keeping with the City's intent to provide a safe and healthful work environment, use of tobacco products in City buildings and vehicles is prohibited.

This guideline applies equally to all employees, customers, and visitors.

## **508 OVERTIME**

When operating requirements or other needs cannot be met during regular working hours, non-exempt employees will be encouraged to volunteer for overtime work assignments. In certain circumstances, non-exempt employees may be required by their supervisor to work overtime hours. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state laws at the following rate(s):

- 1) One and one-half (1½) times straight-time rate for all hours worked over a 40 hour workweek for regular non-exempt employees.
- 2) One and one-half (1½) times straight-time rate for all hours worked over 80 in a 14-day pay period for sworn police officers.
- 3) One and one-half (1½) times straight-time rate for all hours worked over 182 in a 24-day work period for firefighters.

When a non-exempt employee accumulates hours in excess of the standard pay-period (40, 80, or 182 hours) with a combination of worked time and leave time, they will be paid straight time for all hours during the pay period. If the employee actually physically works hours in excess of the standard pay period, those excess hours worked will be paid at one and one-half (1½) times straight time.

## **509 ON-CALL TIME**

Public Works includes the Water Department, Fleet and Transit Departments, Street Department, and Facilities Maintenance Department.

Public Works Departments are not staffed twenty-four (24) hours a day. The Public Works Departments make every effort to schedule all work, including overtime, during normal working hours. However, there are times when emergencies occur or circumstances arise that require work outside of normal work hours. As such, certain Public Works staff is required to be 'On-Call' so that required services can be made available in these circumstances.

Each Department Superintendent creates an On-Call schedule for the upcoming month. These schedules are distributed to Police dispatch as well as numerous City departments. Changes to the On-Call schedule shall be avoided when possible and any changes must be distributed in a timely manner.

On-Call, non-exempt employees must be available at all times by phone. Employees shall make arrangements so that phone service is reliable wherever they are during their On-Call shift. Employees shall be able to respond to their duty station in less than one hour from the time they receive the dispatch phone call. While On-Call, employees are free to engage in personal activities and pursuits, however, use of any substance, including over the counter medications which may impair judgment or reaction time, alcohol, or other controlled substance shall not be consumed.

For each On-Call shift, non-exempt employees may be compensated with a lump sum stipend, (to be determined annually) provided they are not dispatched.

If an employee is dispatched during the On-Call shift, hourly pay will start at the time of dispatch and will end when they are released from the job site by their supervisor.

Dispatch will include being called for technical assistance and will not necessarily require mobilization. The On-Call lump sum rate will not be paid in that case.

## **510 EMERGENCY CLOSING**

At times, emergencies such as severe weather, fires, or power failures, can disrupt City operations. In extreme cases, these circumstances may require the closing of a work facility as determined by the Mayor, City Manager, or their designee. Employees shall use their accrued vacation/float/holiday time if City facilities are closed due to an emergency.

When weather conditions are severe and operations are officially open, all employees will be expected to make reasonable efforts to get to work. Employees unable to arrive for work on any such day shall use their accrued vacation/float/holiday time. All

employees who are unable to report to work shall call their department supervisor and report their absence one (1) hour prior to the start of their work day or it may be considered an unexcused absence.

## **511 BUSINESS TRAVEL EXPENSES**

The City will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All City-related travel must be approved in advance by the Department Director. Please see the Employee Business Travel Policy for detailed procedures.

With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved in advance. Additional expenses arising from such non-business travel are the responsibility of the employee.

Mileage reimbursement for use of personal vehicles in the conduct of City business will be based on the most current IRS rates. Department Directors must approve all requests for mileage reimbursements. Please see the Employee Business Travel Policy for detailed procedures.

Meal reimbursements will be provided for meals when an employee is on City business and away from the normal workplace according to the Employee Business Travel Policy. Expenses may not include meals for guests unless approved by the Department Director. In no case may meal expenses be provided for family members. Liquor expenses, whether or not associated with a meal, will not be reimbursed. Please see the Employee Business Travel Policy for detailed procedures.

Any employee who is involved in an accident while traveling on business must promptly report the incident to their Department Director and Employee Services.

Abuse of this Business Travel Expenses guideline, including falsifying expense reports to reflect costs not incurred by the employee, shall not be tolerated by the City, and may subject the employee to civil and criminal penalties.

## 601 FAMILY & MEDICAL LEAVE

The Family and Medical Leave Act, as amended by the National Defense Authorization Act (collectively, "FMLA"), provides eligible employees with job-protected leave for between twelve (12) and twenty-six (26) weeks during a twelve (12)-month period. Full-time and part-time employees who have worked for the City for at least twelve (12) months and at least twelve hundred fifty (1,250) hours during the prior twelve (12) months ("Eligible employees") are eligible for FMLA Family and Medical Leave as set forth below:

- 1) Eligible employees may take up to twelve (12) weeks of leave in any one calendar year for the following reasons:

Medical Leave:

- Employee's serious health condition or pregnancy related disability.

Family Leave:

- Birth of a child or parent's care of child following birth;
- Placement of a child with employee for adoption or foster care; or
- Serious health condition of employee's child, spouse, or parent.

- 2) Eligible employees who are family members of covered military service members may take up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for a covered service member with a serious illness or injury incurred in the line of duty on active duty.
- 3) Eligible employees with a covered member serving in the National Guard or Reserves who is on active duty in support of a contingency operation may take up to twelve (12) weeks of leave in a single twelve (12) month period for any qualifying exigency.

**GUIDELINES:** Intermittent or a reduced leave schedule may be taken as agreed upon in advance by the Department Director.

**PROCEDURE:** Eligible employees must make requests for leave to their supervisors at least thirty (30) days' in advance of foreseeable events and as soon as possible for unforeseeable events so that the necessary approval can be obtained. Requests for leave must be made in writing stating the reason for the leave, the starting date, and the anticipated return to work date. If notification and appropriate certification are not provided in a timely manner, approval for leave may be delayed. Employees shall complete a standard Leave Request Form.

**CERTIFICATION:** Certification of any serious health condition is required (on a form available from Employee Services) and the employee must present a fitness-for-duty certificate prior to returning to duty. The City may, at its discretion and expense, require certification by a City- designated health care provider. Documentation confirming family relationship, adoption or foster care may be required.

**COORDINATION OF LEAVES:** If an employee is approved for FMLA leave, the employee must first use their sick leave to the extent that it has been accrued, and then must use their accumulated vacation leave to the extent that it has been accrued. Leave taken for the employee's own "serious health condition" which qualifies for Workers Compensation benefits will be counted toward the twelve (12) week period. It is the intent of the City that leave under this Section run concurrently with all other accrued or otherwise available leave.

**BENEFIT CONTINUATION:** During the time that an employee is on FMLA Leave with or without pay, there will be no loss of credited service for longevity or retirement. The City will maintain coverage under any applicable group plan (this includes medical, dental, life, and disability) for the duration of the employee's FMLA leave. Such coverage will be maintained at the same level and under the same conditions as would have been provided if the employee had continued in employment for the duration of the leave. In other words, the City and the employee will continue the same contribution responsibilities as existed when the employee began the leave.

An employee's contributions and the City's contributions to City funded retirement plans will be suspended during leave without pay and will resume when the employee returns to active employment.

If an employee is on FMLA without pay, the City will continue the employee's group health care on the same terms as if the employee were not on FMLA leave. The employee shall make arrangements for payment of their portion of scheduled benefit deductions and contributions through Employee Services.

Leave accruals such as medical leave, holidays, or vacation leave will be suspended during leave without pay and will resume when the employee returns to active employment.

**RE-EMPLOYMENT RIGHTS:** An eligible employee who takes FMLA leave, except for certain highly compensated employees as defined by the FMLA, and returns to work within the twelve (12) week maximum period will be restored to the position held at the time the leave began or an equivalent position subject to the rules of the FMLA. Any salary increases or benefit changes, which are not dependent on performance, will be made effective on the date which the employee returns to work.

**WHY FMLA LEAVE MAY BE DENIED:** Examples of reasons for which the City may deny a request for leave under the FMLA leave include:

1. An employee fails to give timely advance notice when the need for the FMLA leave is foreseeable;
2. An employee fails to provide, in a timely manner, a requested medical certification to substantiate the need for FMLA leave due to a serious health condition;

3. Notification and appropriate certification confirming family relationship is not provided in a timely manner;
4. An employee advises the City, either before or during the taking of leave, that he or she does not intend to return to work and the employment relationship is terminated; or
5. An employee fraudulently obtains FMLA leave from the City.

Any procedures not covered by this policy will be handled in accordance with federal regulation 29 C.F.R., Part 825, as amended.

## **602 MILITARY LEAVE**

A military leave of absence will be granted to employees to attend scheduled drills or training or if called to or volunteering for active duty with the U.S. armed services.

During the first fifteen (15) days of military leave, the employee shall receive their pay in full, however, benefit accruals such as vacation, sick leave, and holiday benefits shall be suspended until such time as the employee returns to active employment.

The employee shall pay over to the City any and all monies earned and received from military service during the first fifteen (15) days of authorized military leave. After the expiration of the first fifteen (15) days, the employee's leave shall be without pay and the employee may retain any military pay earned for days in excess of the first fifteen (15) days of authorized military leave.

Employees on two (2) week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reemployment in accordance with all applicable state and federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or status, or something comparable. They will be treated as though they were continuously employed for purposes of determining benefits based upon length of service.

## **603 ADMINISTRATIVE LEAVE**

An employee may be placed on Administrative Leave with pay by a Department Director when an investigation is pending into allegations that require, in the discretion of the Department Director, that administrative leave with pay is in the best interests of the City.

## 701 EMPLOYEE CONDUCT & WORK RULES

As a member of the City of Black Hawk team, every employee is expected to observe the highest standards of conduct, professionalism, and personal integrity at all times. Each employee shall demonstrate sincere respect for the rights and feelings of others, including fellow employees, customers, supervisors, and visitors. Additionally, employees shall refrain from any behavior or activity on or off the job which might be harmful to the employee, co-workers, or the City. Every employee is responsible for protecting the property and the interests of the City. To assure orderly operations and provide the best possible work environment, the City expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

Listed below is a sample of behaviors and activities that are considered inappropriate. This list is illustrative, not all inclusive:

- 1) Theft or inappropriate removal or possession of City property or property of any other employee;
- 2) Falsification of benefit claim records, timekeeping records, work orders, employment applications, purchase orders, work reports or any other record, report, or form;
- 3) Working under the influence of alcohol or any other substance. (Employees using a prescription medication which might impair their functioning shall advise their supervisor.);
- 4) Possession, distribution, sale, transfer, or use of alcohol and any other substance in the workplace, while on duty, or while operating employer-owned vehicles or equipment;
- 5) Fighting or threatening violence in the workplace which provokes or is likely to provoke a fight either on or off the job;
- 6) Boisterous or disruptive activity in the workplace;
- 7) Negligence, carelessness, or improper conduct leading to damage of employer-owned property or to the property of co-workers or conduct that affects the effective and efficient delivery of City services;
- 8) Insubordination or other disrespectful conduct by refusal to perform work assigned, work emergency overtime, or comply with a verbal or written instruction of any authorized City supervisor or elected official; or refusal to cooperate in investigations of accidents or employee misconduct when the employee is involved or has relevant information;
- 9) Violation or disregard of safety, health, fire, security, or other employment regulations, signs, and notices;
- 10) Failure to accurately report any incident, accident, or personal injury occurring on the job;

- 11) Sexual or other unlawful harassment;
- 12) Possession of dangerous and unauthorized materials, such as explosives, knives, or firearms in the workplace;
- 13) Excessive absenteeism, tardiness, or any absence without notice;
- 14) Wasting time/disregarding job duties, loitering, and/or neglecting work during work hours;
- 15) Unauthorized absence from workstation during the workday without showing good cause;
- 16) Unauthorized use of telephones, mail system, or other employer-owned equipment;
- 17) Unauthorized disclosure of confidential information;
- 18) Violation of City policies and procedures or department operating rules, regulations, or guidelines;
- 19) Unsatisfactory performance or conduct;
- 20) Abuse of position by accepting favors or gifts or using one's position to secure appointments or advantage for oneself or one's relatives;
- 21) Abusive language which tends to interfere with efficient operations of City business, or verbal interference with job performance of other employees, including but not limited to verbal threats, intimidation or coercion, directed toward fellow employees, supervisors, or citizens;
- 22) Carelessness resulting in injury to co-workers, the public, or to one's own safety;
- 23) Conviction of any crime involving physical violence or theft, conviction of driving under the influence of alcohol or drugs; or conviction of a state felony or serious federal offense;
- 24) Making or publishing false, vicious or malicious statements concerning any employee, supervisor, administrator, elected official or the government of the City;
- 25) Engaging in or conducting any discriminatory act, conduct, or activity within the scope of employment which discriminates directly or indirectly against any person or class of persons on the basis of race, creed, color, sex (including pregnancy), sexual orientation (including transgender status), age (40 or older), genetic information, marriage to a co-worker, physical or mental disability, religion, Vietnam era or veteran status, national origin, or any other status protected by law; and/or
- 26) Other acts or omissions which negatively affect the City.

## **702 ATTENDANCE & PUNCTUALITY**

To maintain a safe and productive work environment, the City expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the City. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they shall notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive and may lead to termination of employment.

In the event an unauthorized, unexcused or unexplained absence in excess of three (3) days occurs, the employee is deemed to have abandoned the position and resigned from City employment.

## **703 PERSONAL APPEARANCE**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the City presents to customers and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, non-exempt employees will not be compensated for the time away from work.

Consult the supervisor or Department Director if there are any questions as to what constitutes appropriate professional attire.

## **704 RETURN OF PROPERTY**

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all City property immediately upon request or upon termination of employment. The City may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. The City may also take all action deemed appropriate to recover or protect its property.

## **705 RESIGNATION**

Resignation is a voluntary act initiated by the employee to terminate employment with the City. Although advance notice is not required, the City requests at least two (2) weeks written resignation notice from all employees.

## **706 SOLICITATION**

In an effort to assure a productive and harmonious work environment, persons not employed by the City may not solicit or distribute literature in the workplace at any time for any purpose.

The City recognizes that employees may have interests in events and organizations outside the workplace. However, non-uniformed employees may not solicit or distribute literature concerning these activities while at work during City time unless the employee is on an approved work break or otherwise off-duty. Employees shall not solicit or distribute literature concerning these activities while wearing a City uniform, whether on or off duty, without the express authorization of the City Manager.

Additionally, the posting of written solicitations on City bulletin boards is restricted. These bulletin boards display important information, and employees shall consult them frequently for:

- \* Employee announcements
- \* Internal memoranda
- \* Job openings
- \* Organization announcements
- \* Payday notice
- \* Workers' compensation insurance information
- \* Insurance information
- \* Other Federal and state regulations

If employees have a message of interest to the workplace, they may submit it to the Department Director for approval. All approved messages will be posted by the department.

## **707 DRUG & ALCOHOL USE**

### **Drug-Free Workplace**

The City takes seriously the problem of drug and alcohol abuse, and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all

employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently.

## **Substance Abuse**

The City recognizes alcohol and drug abuse as potential health, safety and security problems. The City expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to termination of employment.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription and over the counter products on City premises or at any time and any place during working hours. While we cannot control an employee's behavior off the premises on their own time, we certainly encourage employees to behave responsibly and appropriately at all times. However, any off duty activity, including drug or alcohol related activity, that leads to the employee's arrest or that causes embarrassment to the City may be grounds for termination of employment. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. Employees may ask Employee Services for assistance in seeking help to address substance abuse. Employee Services can also help determine coverage available under the City's medical insurance plan. See the Benefits Overview document for more information.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the City.

### **Section 1 – Guideline**

The use of over the counter medications that impair judgment or reaction time, controlled substances, and the misuse of alcohol increase the risk of accidents, jeopardize the safe work environment, and cause harm to an individual's health. On-the-job use of controlled substances or alcohol by City employees poses a serious threat to co-workers, members of the public, as well as the individual employee and will not be tolerated. The goal of the City is to provide employees with a work place which promotes health and safety. The purpose of this guideline is:

- 1) To establish procedures to support the City's safety and health program:
- 2) To minimize the City's exposure to potential liability resulting from damage or injury caused by an impaired employee; and

- 3) To reduce accidents that result from employee use of controlled substances and alcohol.

## **Section 2 - Authority**

National Treasury Employees Union v. Von Raab, 489 U.S. 656, 109 S.Ct. 1384 (1989); Bannister v. Bd. of Cty's Comm., 928 F.Supp. 1249 (D.Kan. 1993); Watson v. Sexton, 755 F.Supp. 583 (S.D.N.Y. 1991); American Postal Workers Union v. Frank, 725 F.Supp. 87 (D.Mass. 1989) and American Fed. of Gov't Employees Local 2391 v. Martin, 969 F.2d 788 (9th Cir. 1992).

## **Section 3 - Definitions**

Accident: The injury to property or to a person resulting from the act or omission of an employee while that employee is engaged in the performance of any duties for the City.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol. Includes beer, wine, liquor, and over the counter products containing alcohol; e.g., cough suppressant, mouthwash, etc.

Alcohol Use: The consumption of any beverage, mixture, or preparation including any medication, containing alcohol.

Blood Alcohol Concentration (BAC): Grams of alcohol per 100 milliliters of blood or grams of alcohol per 210 liters of breath in accordance with C.R.S § 42-1-1301, as amended.

Chief of Police: Refers to the Black Hawk Police Chief. Where this guideline applies to non-police department personnel, the Department Director shall have the same duties and responsibilities as does the Chief of Police under this guideline.

City: City of Black Hawk, Colorado, in its capacity as employer of the employees subject to this guideline.

Critical Incident: Any incident resulting in death or serious bodily injury, significant property damage, or the discharge of a firearm (except firing range or euthanizing animals) while acting under the authority of the City of Black Hawk Police Department.

Collection Site: A place where individuals present themselves for the purpose of providing breath or body fluid to be analyzed for alcohol or specified controlled substances.

Controlled Substance: Any drug listed in 21 U.S.C. § 812 and other federal regulations. Generally, these are drugs which have a high potential for abuse. Such drugs include, but are not limited to, heroin, cocaine, marijuana, PCP and "crack." They also include

"legal drugs" which are not prescribed by a licensed medical practitioner or are prescribed legally but used illegally.

Drug: Any substance (other than alcohol) that has known mind- or function-altering effects on a person. These include, but are not limited to, controlled substances prohibited by Colorado or federal criminal laws. A prescribed drug is any substance prescribed for the individual by a licensed medical practitioner, and which is used in the manner, combination, and quantity prescribed and over the counter medications that impair judgment and reaction time. For the purpose of this guideline, the term Controlled Substance shall also mean Drug.

Employee Services: Refers to Employees Services employees who are responsible for administering programs and processes associated with the hiring and retention of personnel.

Job Impairment: An employee's behavior or condition which adversely affects performance (e.g. reduced alertness, coordination, reaction, response, or effort) or threatens the safety of the employee or others, or property; or exhibits conduct detrimental to the public's perception of the City of Black Hawk or its personnel.

On-Duty Time: Means all time from the time an employee sets foot on the City's property for purposes of beginning a shift, until such time as the employee is relieved from work. On-duty time shall include time during which the employee is "On-Call" or anytime an employee is providing services on behalf of the City. Finally, on-duty shall include, for the purposes of this guideline only, extra-duty time where an employee is wearing a Black Hawk Police Department uniform.

Reasonable Suspicion: Suspicion of substance use based on specific, objective observations or facts.

Substance Abuse Professional (SAP): Licensed physician, licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

Substance Use: The use by ingestion, inhalation, absorption or injection, whether voluntary or involuntary, of a controlled substance, drug or alcohol.

#### **Section 4 - Procedures, General**

Employees are subject to all testing requirements under this guideline, including pre-employment, reasonable suspicion, post-accident, return-to-duty, and follow-up testing.

- 1) Any test for drug or alcohol use must conform to the standards established and approved by the City.

- 2) Employee Services, Department Director, or supervisor requesting a test for controlled substances or alcohol must comply with all record-keeping requirements of this guideline.
- 3) Employee Services, Department Director, or supervisor may authorize tests for drugs or alcohol use only by the specific procedures outlined below.
- 4) Except for the second or confirmation test of a split sample (where applicable), all costs for drug or alcohol testing are the responsibility of the City. Employees or applicants who request a test of the split sample must pay for that test.
- 5) The employee shall be solely responsible for the costs associated with any treatment, counseling or rehabilitation.

### **Section 5 - Prohibitions**

All employees are subject to the following guidelines. This guideline prohibits the use of alcohol, drugs, or controlled substances that result in job impairment. It also prohibits the illegal possession, manufacture, use, sale, or transfer of a controlled substance during working hours by employees.

- 1) **ALCOHOL PROHIBITIONS:** Any alcohol use that could affect performance including:
  - 2)
    - a. Use while on duty.
    - b. Any use prior to a work shift, where such use may impair the employee's ability to perform any job.
    - c. Reporting for duty while under the influence of alcohol.
    - d. Use during the eight (8) hours following an accident, or until the employee undergoes a post-accident test.
    - e. Refusal to take a required test. Refusal shall mean the failure to submit to a test upon request by Employee Services, Department Director, or Supervisor.
- 3) **DRUG PROHIBITIONS:** Any drug use that could affect performance including:
  - a. Use of any drug, except by doctor's current prescription and then only if the doctor has advised the employee that the drug will not adversely affect the employee's ability to safely perform his or her duties, this includes over the counter medications that impair judgment and reaction time. Employees must inform their supervisor of any medication being taken which could interfere with the performance of their job duties. The Employee Services, Department Director, or Supervisor, or designee may

require verification from a licensed practicing physician that the prescription will not adversely affect the employee's ability to safely perform their job duties.

- b. Testing positive for such drugs.
- c. Refusing to take a required test. Refusal shall mean the failure to submit to a test upon request by Employee Services, Department Director, or supervisor.

## **Section 6 - Consequences for Violations of Prohibitions**

- 1) The employee is subject to immediate termination of employment.
- 2) The employee shall immediately be removed from all duties and, if permitted to continue employment with the City, the employee may not return until all return-to-duty requirements are met. Before returning to duty, the employee must undergo a return-to-duty test for:
  - a. Alcohol (if the prohibited conduct involved alcohol). Any alcohol test showing a presence of alcohol.
  - b. Drugs (if the prohibited conduct involved drugs) with a verified negative result.
  - c. Return-to-duty tests with a positive drug result or BAC showing alcohol use will result in the employee not returning to work. Additionally, such a positive drug result may result in termination of employment.
- 3) Prior to being allowed to return to job duties, the City may require the employee to be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or drug use. Additionally, if the employee is identified as needing assistance in resolving the problem, the employee shall be solely responsible for the cost of any prescribed counseling and/or treatment. Furthermore, as a condition to returning to work, the employee may be subject to unannounced follow-up alcohol or drug tests administered by the City following the employee's return-to-duty. The number and frequency of the tests are to be determined by Employees Services and the Department Director. Follow-up testing may be done for up to sixty (60) months following an employee's return-to-duty.
- 4) The City will not hire applicants to whom a contingent offer of employment has been made who test positive for controlled substances or alcohol.

## **Section 7 – Rehabilitation**

Employee Services will provide the names of counseling and treatment programs to an employee testing positive for drugs and/or alcohol. The employee bears the

responsibility for all costs associated with counseling, rehabilitation and post-return-to-work testing.

## **Section 8 - Tests Required for Employees**

Methods for testing for alcohol may include a Portable Breath Test (PBT), Breathalyzer, Evidential Breath Testing device (EBT), or other test authorized for all alcohol testing. For drug testing, urine specimen collection, and testing shall be conducted by a laboratory capable of analyzing samples and keeping such samples in a safe and secure manner. The drugs to be tested include any scheduled controlled substance.

### 1) Pre- Employment / Transfer / Promotion Testing

Before performing any job duties, an employee must submit to testing for drugs and alcohol. Prior to performing a pre-employment drug and alcohol test, the City must notify the applicant that testing is required under this guideline. Applicants who test positive for any controlled substance will not be employed. Applicants seeking a transfer or who test positive for any controlled substance or alcohol shall not be transferred or promoted, and are ineligible to be considered for such transfer or promotion for a minimum period of twelve (12) months from the date of receipt of the positive test result.

### 2) Post-Accident Testing

As soon as practical following an accident, the City shall test each surviving employee for alcohol and drugs when either:

- a. The accident involved a fatality or serious injury requiring immediate medical attention;
- b. The employee received a citation under state or local law for a moving traffic violation arising from the accident;
- c. The accident violated a significant department safety guideline or procedure;
- d. The accident involved significant property damage; or
- e. Any accident where there is reasonable belief that an employee may be under the influence of alcohol or drugs at the time of the accident or near accident.

Alcohol tests shall be conducted within two (2) hours of the accident if possible. A test administered by on-site police or public safety officials under separate authority may be used, and a blood or breath alcohol test and a urine drug test performed by such local officials, using procedures required by their jurisdictions, shall be acceptable.

Drug tests shall be completed within thirty-two (32) hours of the accident. Beyond this period, attempts to test shall cease and a record prepared and maintained by the Police Chief or his designee indicating why the test was not performed.

An employee who is subject to post-accident testing must remain available, or the City may consider the employee to have refused to submit to testing. The employee subject to post-accident testing must refrain from consuming alcohol for eight (8) hours following the accident, or until they submit to an alcohol test, whichever comes first.

NOTE: Nothing in this guideline shall be construed to require the delay of necessary medical attention for injured people following an accident. Also, the employee is not prohibited from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency care.

### 3) Post-Critical Incident Testing

As soon as practical, the City may require a test of each employee involved in a critical incident. Those procedures and time periods set forth under the requirements for post-accident testing shall also apply to post-critical incident testing.

### 4) Reasonable Suspicion Testing

The City may initiate a drug or alcohol test when there is reasonable suspicion to believe the employee has violated the prohibitions of this guideline. The decision to test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The documentation for suspicion testing must be completed within twenty-four (24) hours of the observed behavior or before the results are released, whichever is earlier.

### 5) Random Testing

Random drug testing shall be administered by Employee Services as required by federal law for those employees required to possess a Commercial Drivers' License (CDL) as more particularly described in their approved Job Description.

The conditions for selection and notification of random testing are:

- Selection of employees shall be made by a scientifically valid method.
- Employees Services shall assure that random tests are unannounced and spread reasonably throughout the year.

- Employees Services shall ensure that the employees selected for random tests precede immediately to the collection site upon notification of selection.

In the event an employee who is selected for a random test is on vacation, layoff, or an extended medical absence, Employee Services can select another employee for testing or keep the original selection confidential until the employee returns to duty. If an employee is skipped, Employee Services must document the reason why.

#### 6) Return-to-Duty Testing

In the event an employee who has violated these alcohol or drug prohibitions is permitted to return to their position, they shall complete a return-to-duty test which need not be confined to the substance involved in the violation.

#### 7) Follow-Up Testing

If an employee who has violated these alcohol or drug prohibitions is returned to their position, the City may require the employee to undergo unannounced follow-up testing following the employee's return to duty. The number and frequency of the tests are to be determined by the City.

#### 8) Testing Safeguards

Urine, saliva, breath testing, and/or portable breath testing shall be used to collect specimens for testing of the presence of alcohol or controlled substances. The City shall ensure the integrity of the collection system to maintain confidentiality and ensure that the test results are attributed to the correct employee.

Although other departments in the City may use other, different or more restrictive specimen collection procedures, it is the express intent of the City that the collection procedures under this guideline be less restrictive and limiting.

### **Section 9 - Employee Drug Test Notifications**

The City shall contact the employee to verify a positive or negative test result as soon thereafter as is practical. The employee shall also be told which drugs were verified positive. An employee testing positive for any controlled substance or alcohol shall have the option to have the sample re-tested, at his expense.

An applicant to whom an offer of employment, transfer or promotion has been made shall be notified of the results of the drug test if the applicant requests the results within 60 days of being notified of the disposition of the employment, transfer or promotion application.

## **708 EMPLOYEE ISSUE / PROBLEM-SOLVING PROCEDURES**

### **Section 1 - Introduction**

Although we seek to provide a workplace in which all employees feel that they are an important part of our team, and where employees feel fairly treated, there may be times when an employee has a dispute with a supervisor or the City of Black Hawk which can best be resolved through a formal procedure for dispute resolution. All disputes between any employee and the City are to be resolved in accordance with the following procedure. Please note, however, that the City reserves the right to modify this procedure at any time and nothing in this procedure shall be construed to constitute a contract between an employee and the City of Black Hawk or to constitute any part of a contract between an employee and the City.

A grievance is a complaint by an employee concerning any matter related to the employee's employment with the City. All grievances must be in writing. Using the form provided by the City, the employee must state clearly and concisely all the known facts related to the grievance, including "who, what, where, when and the why." Clearly explain why the employee disagrees with the act or omission that forms the basis for the grievance. Also explain what remedy the employee is requesting. The employee must sign and date the grievance.

Employees are assured freedom from restraint, interference, discrimination, or reprisal in the presentation of their problems. The City has established procedures to be followed in the problem-solving process. The City has determined that for the problems described in Section 2 below, the Department Director will make the final decision and that for the problems described in Section 1 below, the City Manager will make the final decision.

### **Section 1 - Problems Addressable to the City Manager**

The following issues/problems may be subject to review and final decision of the City Manager.

- 1) A complaint received regarding the conduct of a Department Director;
- 2) Loss or damage to City property as described in Section 505 of this Employee Handbook;
- 3) Conflict of interest as described in Section 803 of this Employee Handbook;
- 4) Forms of harassment as described in Section 110, 111, and 112 of this Employee Handbook; and
- 5) Demotions as described in the "Definitions" Section at the end of this Employee Handbook.

## **Section 2 - Issues/Problems Addressable to the Department Director**

Problems that are not specifically defined in Section 1 above shall only be appealable to the Department Director of the employee. These problems include, but are not limited to: hiring decisions, transfers, promotions, appointments, evaluations, and outside employment.

## **Section 3 - Issue/Problem-Solving Steps**

### **Preliminary Step**

An employee must first address their concern(s) with their immediate supervisor. This may be done orally in an informal discussion. If the employee's informal attempt to resolve the matter is not successful, the employee may implement the formal grievance process.

### **Step 1**

An employee must submit their grievance in writing to their supervisor. The employee submits the problem in writing to the immediate supervisor within ten (10) working days of the incident that gives rise to the problem. The employee shall attempt to resolve the problem with the immediate supervisor. The employee shall not attempt to circumvent this process by any form of communication to any person beyond the immediate supervisor. If the employee's grievance is with their supervisor, the employee shall submit their grievance in writing to their Department Director.

The employee's supervisor will respond in writing within ten (10) working days following receipt of the grievance. All grievances and replies in Step 1 must be in writing. If the grievance is not settled in Step 1, then the employee may proceed to Step 2.

In the event of a claim of sexual harassment, the employee may go directly to the Department Director or City Manager as is appropriate. All decisions of the Department Director related to problems described in Section 3 of this process shall be final.

### **Step 2**

Within five (5) working days following receipt of the written answer to the employee's Step 1 grievance from the employee's supervisor (or within five (5) days after the immediate supervisor should have issued a written decision), the employee may appeal the disposition of the grievance by their supervisor to their Department Director.

The appeal shall state the nature and circumstances of the employee's problem with appropriate documentation. The Department Director will then undertake an investigation of the grievance and the underlying facts. Within five (5) working days following receipt of the employee's written grievance the Department Director will meet with the employee in person to discuss the grievance. The Department Director may

request additional information from the employee, the supervisor or other relevant parties. The Department Director will then provide a written response to the grievance within ten (10) working days following the date of the meeting or the date of receipt of requested information.

### **Step 3**

Employees may only appeal decisions of the Department Director to the City Manager for problems which are described in Section 1 of this Chapter. If a problem described in Section 1 of this Chapter is not satisfactorily resolved at the Department Director level, the employee may submit a written appeal to the City Manager. The City Manager may appoint a designee to investigate the facts giving rise to the problem and subsequent reviews. The City Manager then reviews all relevant information concerning the situation and communicates a final decision in writing to all parties concerned within a reasonable period of time.

## **709 EMPLOYMENT RELATIONSHIP**

The employment relationship between the City and its at-will employees is at the mutual consent of both parties.

- The City of Black Hawk and the employee have the right to end the employment relationship at any time for any reason, with or without notice or cause.
- Employees who are separated by the City with or without notice or cause, have no right or expectation to receive any pre-release or post-release proceeding, hearing, or appeal.
- At-will employees have no right to return to employment in a former City position or right to employment in any other City position.
- The at-will relationship established by the promulgation of this policy supersedes any prior oral, written or implied employment relationship.
- The at-will relationship established by this policy may not be altered by the parties unless there is a written agreement signed by the employee and the City Manager. In the event of any contrary statement, oral or written, now or in the future, the at-will relationship established by this policy shall control.
- In the event an employee is terminated by the City and believes the basis for termination is erroneous, the employee may seek a “name-clearing” meeting with the City Manager or the City Manager’s designee by written request made within ten (10) calendar days of the date of termination. Such meeting shall only

be an opportunity for the employee to address potentially stigmatizing statements made by supervisors as part of the employee's termination.

## **710 USE OF COMPUTERS, ELECTRONIC MAIL, & THE INTERNET**

Access to the Internet is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use and study use is permitted. This privilege shall not be abused and must not affect a user's performance of employment-related activities.

All computer equipment and technology which is provided to employees, volunteers and independent contractors of the City is and shall remain the property of the City. This includes hardware and software, as well as electronic mail ("e-mail") and access to the Internet. Computer equipment and technology are provided to City employees to aid them in performing job-related tasks. Computer equipment and technology provided by the City must be used appropriately.

Any questions regarding these procedures shall be referred to the Information Technology Director (IT Director).

### **Appropriate Use**

Appropriate use of City-provided computer equipment and technology includes, but is not limited to:

- Official City business.
- Purposes that benefit the City as determined by the appropriate supervisor or Department Director.
- Purposes that benefit the employee, and thereby the City, as determined by the appropriate supervisor. For example, City-provided computer equipment and technology may be used to aid an employee in pursuit of relevant training, education, or certification, as determined by the Department Director.

### **Inappropriate Use**

Inappropriate use of City-provided computer equipment and technology includes, but is not limited to:

- Using such technology and/or equipment for personal monetary profit.
- Transmitting or storing any information that is threatening, harassing, sexually explicit, or derogatory toward any minority, ethnicity or gender.
- Circumventing security measures or intentionally impairing the operation of

City resources.

- Removing or disposing of computer equipment without approval of the IT Director.
- Installing hardware from any source without the approval of the IT Director.
- Performing or attempting to perform any maintenance on City-provided computer equipment without approval of the IT Director.
- Installing software from any source without approval of the IT Director. Any unlicensed or personal software installed may be deleted without notice.
- Disabling any software without approval of the IT Director. This includes, but is not limited to, anti-virus software and security software.
- Storing confidential, proprietary, or copy-righted data on storage devices in violation of any law or license agreement.
- Using any Internet resources in violation of any license term, condition, or agreement.
- Violating federal, state, or local laws in any manner.
- Using data media provided by any entity other than the City without scanning for viruses prior to use.
- Using computer equipment in such a way that it is susceptible to excess wear or damage, or in a manner for which it was not designed to be used.
- Allowing unauthorized individuals to access City-provided equipment and/or technology, including the disclosure of an employee's password to unauthorized individuals.
- Accessing pornography via the Internet or storing pornography, except for legitimate use by law enforcement in the course of official business, as determined by the Police Chief.
- Accessing or subscribing to list servers, newsgroups, chat rooms, streaming video and/or audio, and instant messaging services, unless used for legitimate City business purposes, with the prior approval of the IT Director.
- Accessing another employee's e-mail without authorization.
- Computer game software may not be used during working hours or scheduled breaks. Police dispatch and employees who work twenty-four (24) hour shifts are allowed to use computer game software during "stand down" periods.

### **Violation of this Policy**

In all circumstances, use of Internet access and email systems must be consistent with the law and City policies. Violation of this policy is a serious offense and, subject to the requirements of law, may result in a range of sanctions from restriction of access to electronic communication facilities to termination of employment.

## **Security and Privacy**

The systems that facilitate the transfer of e-mail and access to the Internet are owned by the City. Employees shall have no expectation of privacy when using City-provided computer equipment and/or technology, even though some features may seem to indicate privacy.

E-mail stored or saved on City-provided computer equipment is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, as amended, and the City's Public Records Policy. For more information, please review the City's Public Records Policy.

The City may conduct an inspection of its computer equipment and technology at any time for any reason. The City may monitor e-mail, Internet, and computer usage at any time without the consent or knowledge of the employee.

The City may allow employees to access e-mail via technology that is not administered or provided by the City (off-site computers). When this occurs, such e-mail will be centrally stored in City computer equipment, and will be subject to this Section 710.

The City will provide official e-mail accounts to those employees entitled to e-mail privileges. All official City business shall be conducted within official City e-mail accounts.

Employees shall not expect that e-mail will be retained on City-provided computer equipment for any particular length of time. The City may delete e-mail from City-provided computer equipment at any time.

## **Personal Use**

While occasional personal use of City-provided computer equipment and technology is permitted, all personal use shall be subject to this Section 710. Personal use must not interfere with official City business or legitimate use of the computer system. The IT Director may track personal use, and the City may terminate employment when such personal use is excessive.

## **Use of Electronic Commerce**

Employees may utilize web sites and other Internet resources to aid in the purchasing of resources for the City. All transmission of credit, purchasing, or debit card numbers to web sites or any other Internet resource must proceed via a secure connection. Purchasing over the Internet shall comply with all other applicable City purchasing policies.

## **Social Media Guidelines**

- 1) Employees having personal web pages or other types of internet postings, which can be accessed by the public, shall not place or allow photographs or depictions of themselves dressed in City uniform and/or displaying official identification or in any other way, either directly or indirectly, identify themselves as an employee of the City for any reason, without approval of the City Manager.
- 2) Any employee becoming aware of or having knowledge of a posting or of any website or web page in violation of the provisions of this policy shall notify his or her supervisor immediately.
- 3) No employee shall discuss or post matters that are otherwise prohibited by a Department or City policy.

## 801 LIFE-THREATENING ILLNESSES IN THE WORKPLACE

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The City supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, the City will make reasonable accommodations in accordance with all legal requirements to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. The City will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to termination of employment.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact their department director or Employee Services for information and referral to appropriate services and resources.

## 802 EMPLOYEE POLITICAL ACTIVITIES

**Federal and State Elections and Campaigns.** Employees are free, on their own time and away from any office of the City, to participate in all federal, state, and county partisan campaigns and to openly express their views and support for candidates. Employees shall refrain from any political activities which give the appearance that they are endorsed by the City or which interfere with the performance of their normal duties. Any employee whose position is funded by a federal program and/or monies shall be subject to the provisions of 5 United States Code, Section 1501, et seq., as amended, commonly known as the Hatch Act.

**Local Elections and Campaigns.** Candidates for Office. Any employee desiring to be a candidate for municipal office in the City of Black Hawk shall submit a request for a leave of absence commencing on the date of filing and ending the day following Election Day. Candidates who are elected to such office shall resign from the employ of the City.

**Activities.** Employees, while on City time, shall not publicly support or endorse any candidates for municipal office in the City of Black Hawk, shall not circulate or cause to be circulated any nominating petitions for such office, shall not distribute any campaign literature or display any campaign buttons, car stickers or placards on behalf of any candidate for municipal office in the City of Black Hawk.

**Solicitation of Contributions for Political Parties or Candidates.** Employees shall not be required to make any contribution to a political party, elected official, or

candidate, and their refusal to do so shall not be used to penalize them in any way. An employee, while on City time or on City property, shall not make any solicitation of such contributions from any other employee.

### **803 CONFLICT OF INTEREST / INCOMPATIBLE ACTIVITIES**

As a matter of guideline, the City shall strive to ensure that every effort is made to promote public confidence in government by assuring the citizens of the impartiality, integrity, and honesty of City employees. As such, employees will ensure that their actions present neither a conflict of interest nor the appearance of a conflict with the public trust. Following are examples of activities which are incompatible with City employment or could be construed as a conflict of interest:

- 1) Any employment or activity which involves the use for private gain of the City's time, facilities, equipment, uniform badge, or privileged or confidential information;
- 2) Receipt or acceptance by employees of any money or other consideration from anyone other than the City for performance of their duties as a City employee;
- 3) Use of excess leave time that impairs the employee's efficiency in the performance of their duties as a City employee;
- 4) Performance of an act in other than one's capacity as a City employee which may later be subject, directly or indirectly, to control, inspection, review or audit by such employee or by the City department in which the employee is employed;
- 5) Employees and members of their families shall not solicit or accept personal gifts offered because of the employee's duties, functions, or responsibilities for the City;
- 6) Employees shall comply with Colorado State and Criminal Statutes dealing directly with conflict of interest situations;
- 7) Employees shall contact their supervisor before engaging in an activity which may be considered incompatible or construed as a conflict of interest. The City Manager or their designate shall make the final decision regarding interpretation of conflict of interest;
- 8) The City Manager may promulgate administrative regulations dealing with guidelines, reporting and other appropriate items regarding this Section;
- 9) Engagement in incompatible activities and/or presence of conflict of interest may result in termination of employment.

## DEFINITIONS

The following terms wherever used in this Handbook shall have the following meaning:

- 1) "Advancement" means a salary increase.
- 2) "Applicant" means a person who has filed a completed application for employment, submitted a resume, or otherwise applied for a specific job for which the City is currently receiving applications within established personnel policies.
- 3) "Appointment" means the placing of a person in a position on a full-time or part-time basis.
- 4) "City, service of" means all full-time positions in all departments of the City.
- 5) "Demotion" means the change of an employee from one position to a lower paid position, with a change in job title and responsibilities.
- 6) "Discharge" means involuntary separation of any person subject to these policies.
- 7) "Employee development" means any form of instruction designed to increase the proficiency, qualifications, knowledge, skills, and abilities of City employees.
- 8) "Full-time employee" means an employee who works the normal work week as established by the City Council.
- 9) "Grievance" is a complaint by an employee concerning any matter related to the employee's employment with the City. All grievances must be filed in writing.
- 10) "Holiday pay" means eight (8) hours for a full day.
- 11) "Immediate family" means spouses, including common law spouses, partners in a domestic partnership, partners in a civil union, parents, grandparents, brothers and sisters, children, and grandchildren, as well as step-families, adoptive families and in-law families of an employee. For purposes of the City's family and medical leave guideline, "immediate family" shall only include those relations contained within the federal Family and Medical Leave Act.
- 12) "Layoff" means the separation of an employee from a position because of lack of work or non-availability of funds, abolishment of a position, reduction in service levels, or reduction in work force.
- 13) "Leave of absence" means a period of time from thirty (30) days to one (1) year in which an employee is temporarily away from their job with the written approval of the City Manager.
- 14) "Modified Duty Supervisor" means department supervisor for assigned modified duty.
- 15) "Normal Office Hours" mean 0800 hours to 1700 hours Monday through Friday.
- 16) "Overtime" means authorized time worked by an employee in excess of their normal work period.
- 17) "Paid Status" means an employee is paid wages for time worked or from hours recorded as earnings from the employee's leave bank, i.e. vacation, holiday,

floating holiday or sick leave. It does not include earnings from disability benefits or leave hours donated through the Sick Leave Donation program.

- 18) "Part-time employee" means a non-exempt employee who is paid on an hourly basis and whose regular work week is less than or equal to twenty-nine (29) hours.
- 19) "Position" means a specific job in the City, as authorized by appropriate City ordinance and assigned the appropriate pay level.
- 20) "Introductory employee" means an employee recently hired, promoted into a position, or transferred to a significantly different position, serving an introductory period.
- 21) "Introductory period" means the length of time (six [6] months for full-time employees other than Police Officers which serve an eighteen [18] month introductory period) during which an employee's skills, abilities, attitude and other job-related criteria are evaluated to determine their suitability for appointment to a regular position.
- 22) "Promotion" means the movement of an employee from one pay level to a higher pay level.
- 23) "Tenure" means the total number of months of service to the City as of the most recent date of hire to a full-time position.
- 24) "Termination" means permanent separation of an employee from the City employment rolls, resulting from death, discharge, layoff, resignation, or retirement.
- 25) "Transfer" means the movement of any City employee from one position to another position having the same pay level, or from one department to another department.
- 26) "Work Day" means 0800 hours to 1700 hours Monday through Friday.
- 27) "Working conditions" means those factors, both physical and psychological which comprise an employee's work environment.

**CB 4, AN ORDINANCE  
REPEALING AND  
REENACTING CHAPTER  
15 OF THE BLACK HAWK  
MUNICIPAL CODE,  
ADOPTING A NEW BLACK  
HAWK SIGN CODE**

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

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**CITY COUNCIL MEETING:**

February 12, 2014

**SUBJECT: City of Black Hawk Sign Code Amendment (P-13-01)**

City of Black Hawk proposes to update the Sign Code, Chapter 15, of the Municipal Code.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

See attached staff report for information related to this request for Council action.

**RECOMMENDATION:**

Baseline Staff recommends the City Council consider a **MOTION TO ADOPT** the proposed repeal of and reenactment of Chapter 15, Sign Code, of the Municipal Code.

**RESOLUTION DATE:**

February 12, 2014

**ORIGINATED BY:**

City Staff

**STAFF PERSON RESPONSIBLE:**

Vincent Harris, Baseline Corporation

**DOCUMENTS ATTACHED:**

Staff Report, Notice, Copy of Amended Sign Code

**CITY ATTORNEY REVIEW:**

Yes  No  N/A

INITIALS \_\_\_\_\_

**REVIEWED BY:**

 \_\_\_\_\_ 01/31/2014  
VINCENT HARRIS, Baseline Corporation

 \_\_\_\_\_  
Jack D. Lewis, City Manager

# **Staff Report**



**STAFF REPORT:** City of Black Hawk Sign Code Amendment (P-13-01)  
**Project:** Chapter 15 Sign Code Amendment (P-13-01)  
**Property Address:** City-wide  
**Applicant:** City of Black Hawk  
**Zoning:** N/A  
**Prepared by:** Zeljko Spiric, Baseline Corporation  
**Approved by:** Vincent Harris, Baseline Corporation  
**Reviewed by:** Cynthia Linker, CP&D



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**BACKGROUND:**

In February of 2013, the City of Black Hawk identified the need to update Chapter 15, the Sign Code, of the Municipal Code. The current Sign Code is one that has been in place since the early 1990s and has been amended many times over the years. In addition to being outdated, it has been said that the code is not user friendly and that it is difficult to find all necessary information and regulations. After a detailed review, it has been noticed that the Sign Code contains repetitive pages for various zone district signs allowed, has numerous pages related to types of signs allowed, location requirements, and the amount of sign area allowed. Many repeat regulations are included for all of the Commercial and Residential Districts. All of these elements contribute to the Sign Code is not being user friendly.

The goal of the proposed code rewrite is to create a code that is simpler, better crafted, and easier to read. In addition, the update will address the changes seen in technology for business advertisement and the stronger competitive business nature. The new Sign Code will help control/prevent the use of unapproved/unauthorized signs by providing options most beneficial to business owners while establishing an efficient method of sign regulation within the City. It will provide options that will facilitate a balanced system of innovative signs to help avoid visual clutter. Finally, the rewrite of the code is an opportunity to establish a code according to most recent precedents that reflect the most appropriate sign regulations.

Multiple internal staff meetings have been held in order to accomplish the desired task. Several primary changes were identified as key to reduce the length of the code and improve its effectiveness and ease of use:

- Create one section for signs allowed in all residential zone districts
- Create one section for signs allowed in all non-residential zone districts

- Create a Standard Sign Plan process for businesses that do not have or need a Comprehensive Sign Plan (CSP) – additional 35% sign area allowed for a new CSP and another 35% for using Electronic Message Centers (EMC’s)
- Continue the Comprehensive Sign Plan process approvals by City Council
- Establish updated regulations for EMC’s
- Create more definitive regulations related to ‘window signs’ and option for Bulletin Boards
- Update standards on ‘Banners’ – Only allowed with a CSP
- Create a ‘Special Events’ sign category - Only allowed with a CSP
- Update sign materials standards to encourage high quality and durability materials and prevent use of materials for permanent signs that are prone to damage such as fabric, cloth, and vinyl

Following the initial update, the proposed changes were presented to the affected stakeholder groups and business interests within the City. Meeting with these groups has helped identify issues of concern such as window and temporary signs that needed to be addressed. On July 23, 2013, staff met with the Business Improvement District and since discussed the update internally at length.

This discussion was continued with City Council on August 8, 2013. Example photos were provided from the staff for the purpose of discussion demonstrating a variety of signs that could be affected by the Sign Code amendment. The Council decided that this discussion required more attention and each member of the Council would individually take the next few weeks to go look at existing signs to form individual perspectives of likes and dislikes of existing appearances and types of signs in Black Hawk whether currently allowed or not allowed. On August 14, 2013, discussion completed and the following policy comments were provided by City Council:

- High Quality image is desired in Black Hawk. An integral part of any new sign standards for Black Hawk should involve effective and quality appearance and aesthetics of signs. The appearance, type and quality of signs within Black Hawk must reflect a positive image as a whole for the better of the community.
- Rotating types of signs used to promote specials ought to be substituted with LED/flatscreen TV devices to help provide more organized advertisement.
  - Paper-based advertising in windows and doors should not be allowed except on a bulletin board.
- One banner sign should be allowed per property as part of a Comprehensive Sign Plan and designed with a permanent fastening technique.
- Sign materials shall be regulated to encourage durable materials
- Safety of the general public, law enforcement, and first responders is of concern
  - Signs, graphics and screening should not be allowed to block windows and doors at 100%. Doors should have maximum coverage of 25% graphics on door glass and windows within 5 feet of door. All other window areas to have maximum coverage of 25%. And any graphic on windows shall be included as part of the sign area allowed on a property.
- Temporary designs and attachment techniques must demonstrate high quality as opposed to tacky looking signs and signs tied with ropes, strings and other similar cheaper techniques
- Some Special Event signs and appearances/presentation techniques have begun to be ‘tacky’ looking with stretched ropes, flapping banners in wind, and wrinkled signs.

- Balloons, pennants, and/or strings of pennants should not be allowed in conjunction with a special event. Special Event Signs should now only be approved as part of a Comprehensive Sign Plan.
- Comprehensive Sign Plan bonuses should be increased from 125% to 135% of the permitted sign area allowed on a subject property and additional 35% for having LED/flatscreen TV technology included in the CSP.

Staff has followed the City Council recommendations and has finalized the proposed amendment of the Sign Code document to include the recommended changes. The updated document has been reviewed by the City Attorney to ensure legal conformance.

**APPLICABLE CITY OF BLACK HAWK REGULATIONS:**

**Excerpts from:**

*City of Black Hawk  
Home Rule Charter  
Chapter 1 – General Provisions*

***Article VI: Section 1. Powers and Authority***

*(1) In addition to all of the powers expressly granted or granted by implication to home rule municipalities by the Colorado Constitution, statutes of the State of Colorado, this Charter, and ordinances adopted by the Council not in conflict with this Charter, the City shall have the following powers and authority and all powers necessary to implement such powers and authority.*

*City of Black Hawk  
Municipal Code  
Chapter 1 – General Provisions*

***Sec. 1-47. Amendments to Code.***

*Ordinances and parts of ordinances of a permanent and general nature, passed or adopted after the adoption of this Code, may be passed or adopted either in the form of amendments to the Code adopted by this Code or without specific reference to the Code. However, in either case, all such ordinances and parts of ordinances shall be deemed amendments to the Code, and all of the substantive, permanent and general parts of said ordinances and changes made thereby in the Code shall be inserted and made in the Code as provided in Section 1-50 hereof.*

## **STAFF COMMENTS:**

Staff believes that the proposed amendment of Chapter 15 (Sign Code) is an appropriate course of action to provide a more effective, easy to understand chapter of the Municipal Code with a goal of establishing a streamlined application process to help create balanced sign options for property owners and business owners within the City.

City Council may approve the proposal to amend Chapter 15 (Sign Code) of the Municipal Code and give consideration to the criteria below:

- a. *A need exists for the proposal;*  
**Staff believes a need exists for the Sign Code amendment in order to promote regulations that will enhance sign construction and placement and preserve the character of the City.**
- b. *The proposal is in conformance with the goals and objectives of the Comprehensive Plan;*  
**The proposal conforms with the Comprehensive Plan.**
- c. *There have been significant changes to warrant the Sign Code amendment;*  
**Changes in technology and the competitive nature of business needs have increased the variety and type of signs used for signage purposes. A need exists to establish more efficient means of control of the number and type of signs placed within the City of Black Hawk.**
- d. *Any additional cost for municipal-related services resulting from the proposal will not be incurred by the City.*  
**There will be no change in municipal-related services.**

Staff recommends that City Council pass an ordinance amending Chapter 15 (Sign Code) of the City of Black Hawk Municipal Code as more fully described in the ordinance.

## **FINDINGS:**

City Council may *approve, conditionally approve, or deny* the proposal to repeal and reenact Chapter 15 (Sign Code) of the City of Black Hawk Municipal Code. To support this proposal, the following finding can be used:

1. A need exists for a code that is simpler, better crafted, and easier to read.
2. The Sign Code amendment will address the changes in business advertisement technology.
3. The new Sign Code will help streamline the application process for sign proposals.
4. The new Sign Code will help establish a balanced system of signs while preserving the City of Black Hawk character.

## **RECOMMENDATION:**

Baseline Staff recommends City Council consider a **MOTION TO APPROVE** an ordinance repealing and reenacting Chapter 15 (Sign Code) of the City of Black Hawk Municipal Code, as more fully described in the attached ordinance.

Attachments:

- Proposed Sign Code

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: 4 \_\_\_\_\_

ORDINANCE NUMBER: 2014- \_\_\_\_\_

**TITLE: AN ORDINANCE REPEALING AND REENACTING CHAPTER 15 OF  
THE BLACK HAWK MUNICIPAL CODE, ADOPTING A NEW BLACK HAWK  
SIGN CODE**

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

Section 1. Chapter 15 of the Black Hawk Municipal Code is repealed and reenacted  
to read as follows:

**CHAPTER 15**

**Sign Code**

**Article I General Provisions**

- Sec. 15-1 Purpose
- Sec. 15-2 General regulations
- Sec. 15-3 Prohibited signs
- Sec. 15-4 Appeals and variances
- Sec. 15-5 Legal Nonconforming signs
- Sec. 15-6 Violations and Abandoned signs

**Article II Sign Applications, Permits, and Plans**

- Sec. 15-11 Sign permit
- Sec. 15-12 Standard Sign Plan
- Sec. 15-13 Comprehensive Sign Plan
- Sec. 15-14 Administrative review process
- Sec. 15-15 Council actions on sign permit applications
- Sec. 15-16 Permit fee

**Article III Sign Standards**

***Division 1 Residential Districts***

- Sec. 15-31 General
- Sec. 15-32 Permanent sign permit approval
- Sec. 15-33 Permanent sign regulations for residential districts
- Sec. 15-34 Temporary sign regulations for residential districts
- Sec. 15-35 Illumination

***Division 2 Nonresidential Districts***

- Sec. 15-41 General
- Sec. 15-42 Permanent sign permit approval

. 15-43 Permanent sign regulations for nonresidential districts Sec. 15-44  
Temporary sign regulations for nonresidential districts Sec. 15-45 Illumination

**Article IV Sign Regulations**

Sec. 15-61 Building Frontage Measurements and Sign Area Calculations Sec. 15-62  
Definitions

**ARTICLE I**

**General Provisions**

**Sec. 15-1. Purpose.**

(a) The purpose of this Article is to create a comprehensive and balanced system of signs to facilitate and encourage innovative signs which will aid in the easy and pleasant communication between people and the environment and to avoid the visual clutter that is potentially harmful to persons in vehicles, pedestrians, property values, business opportunities and community appearance.

(b) It is not the purpose or intent of this Sign Code to regulate the message displayed on any sign; nor is it the purpose or intent of this Sign Code to regulate any building design or display not defined as a sign, or any sign which generally cannot be viewed from outside a building. The content of the message or speech displayed on the sign shall not be reviewed or considered, within the limits of public decency, in determining whether to approve or deny a sign permit.

(c) To accomplish these purposes, it is the intent of this Article to encourage and authorize the use of signs in the community which will:

(1) Be compatible with and enhance the character of the property and architecture when considered in terms of scale, color, materials, lighting levels, adjoining buildings and uses, and historic character; and

(2) Be appropriate to and expressive of the existing on-site business or activity for which the signs are displayed; and

(3) Be creative in the use of unique two- and three-dimensional forms; employ exceptional lighting design and represent exceptional graphic design, including the use of color, pattern, typography and materials. Signage which simply maximizes allowable volume in rectangular form is strongly discouraged; and

(4) Be expressive to the identity of individual activities and to the community as a whole; and

(5) Encourage signs which are legible in their surroundings; conserve the architectural characteristics of the buildings upon which they appear; are aesthetically consistent and appropriate to the activities identified; and are expressive of both the architecture of the building which the sign serves, and the individuality of the owner of the building; and

(6) Be of high quality and durable materials.

**Sec. 15-2. General regulations.**

(a) No sign shall be erected unless it is in full compliance with this Chapter, with the regulations for the zoning district in which it is located and with all applicable laws of the City and the State. The general

provisions of this Section shall apply to all signs, except as modified or otherwise provided for by the specific requirements for any special sign or by the specific provisions of any zoning district.

(b) Unless specifically permitted by another section of this Chapter, it shall be unlawful for any person, firm or corporation to erect, alter, construct or reconstruct any sign without first obtaining a permit from the Planning Department.

(c) All signs shall meet the applicable design, construction and related standards specified in the International Building Code. An electrician licensed by the State shall perform all electrical work. No electrical work shall be performed without first having obtained a valid electrical permit issued by the City of Black Hawk. Signs which block any window, doorway or any other opening required for proper ventilation, light or exit facilities as specified in the current edition of the International Building Code are prohibited.

(d) No sign shall be placed so as to block any traffic sign or so as to interfere with the free movement of traffic or to interfere with the vision of motorists, bicyclists or pedestrians. These include signs which, by their light or focus, cause a traffic and/or safety hazard and signs that project into any public right-of-way, except public signs as specified in Article III of this Chapter, or signs specifically authorized to project over the right-of-way by the City Council by means of a license agreement.

(e) Enforcement of this Chapter shall be carried out in accordance with Chapter 16, Article XVI of the Black Hawk Municipal Code and as provided in this Chapter.

(f) Every sign shall be maintained in good structural condition. The City Manager, or his designee, shall inspect and have the authority to order the repainting, alteration, removal or general upgrading of the condition of any sign which constitutes a hazard or violates the stated purposes of this Chapter through dilapidation or inadequate maintenance.

(g) For the purposes of this Chapter, no building shall have more than four (4) sides regardless of the number of breaks a side of a building may have or the number of oblique angles a building may contain.

(h) Any proposed sign allowed by the code which exceeds the maximum requirements set forth below shall be subject to an appeal or variance in accordance with Section 15-4 of this Chapter.

(i) Materials not allowed for permanent signs: Permanent signs shall not be created using fabric, vinyl, paper, canvas, cardboard, or any other lightweight material.

### **Sec. 15-3. Prohibited signs.**

The following signs are prohibited and shall not be erected or maintained, unless specifically permitted by another section:

(a) Animated signs and signs which are mechanically agitated or designed to move or make any motion whatever.

(b) Signs using any sound, noise-making or transmitting device with such sound device used separately for advertising purposes beyond the confines of a building or property.

(c) Sign which are held by a sign spinner.

(d) Signs affixed to parked vehicles, including but not limited to automobiles, trucks, buses, semi-trailers (attached or detached), trailers, mobile homes, boats, vans, etc.

- (e) Balloons, pennants or wind-enhanced devices.
- (f) Roof signs.
- (g) Searchlights, except for specific grand openings for a limited amount of time if approved by a special events permit.
- (h) Strings of light bulbs, other than traditional holiday decorations. String lights are not permitted as signage unless submitted through a lighting plan to be approved (permanent style installation) via a Certificate of Appropriateness subject to review and approval by City Council. String lighting must meet all building/fire safety codes and life safety issues and shall require periodic inspections by Building and Fire Departments.
- (i) Signs which block any window, doorway, or any other opening required for proper ventilation, light, or exit facilities.
- (j) Signs or posters on or extending into any public right-of-way, except as authorized by resolution of City Council;
- (k) Off-premise advertising signs or billboards.
- (l) Portable signs or devices unless specifically authorized.
- (m) Wind-powered devices or any advertising device constructed to be agitated by wind.
- (n) Nuisance signs which by their light or focus create a nuisance for a surrounding or adjacent property or use.
- (o) Placement of a vehicle or trailer for more than twenty-four (24) hours, on which there is a permanent or temporary motor vehicle sign, on private or public property for the purposes of conveying an advertising message, a business or products or for the purpose of directing people to a business or business activity unless a permit for signage has been approved pursuant to this Sign Code. Public transit vehicles are exempt from this subsection.

- (1) The motor vehicle sign shall be considered in violation if the following circumstances exist:
  - a. The motor vehicle sign is attached to a vehicle or trailer that is unregistered or not operable;
  - b. The motor vehicle sign is larger in any dimension than or extends beyond any surface of the vehicle or trailer to which it is attached;
  - c. The motor vehicle sign is attached to a vehicle or trailer parked or stored in a public right-of-way or an area not designed, designated, or commonly used for parking;
- (2) The motor vehicle sign may be considered in compliance if evidence can be shown of the following:
  - a. If the signs are displayed on vehicles which are being operated or stored in the normal course of a business, such as signs indicating the name of the owner or business which are located on moving vans, delivery trucks, vans and vehicles, provided that the primary purpose of such vehicles is not the display of signs, and provided further that they are stored or parked in areas and in such a fashion as is appropriate to their use as vehicles;

- b. The activities that are being actively undertaken during such periods of parking involve loading or unloading of goods for customers, providing services to customers, conducting business, or engaging in work breaks;
- c. The activities require the presence of the vehicle for the purposes of transporting equipment, people, supplies and/or goods necessary for the carrying out of such activities;
- d. The activities above are not, other than incidentally, related to advertising, identifying, displaying, directing or attracting attention to an object, person, institution, organization, business, product, service, event or location; or
- e. When vehicles are parked or stored in such a way to exceed the duration of twenty-four (24) hours the vehicle mounted sign shall constitute a permanent sign for a building or premises. The sign displayed on the vehicle shall be counted as part of the detached sign area permitted on the premises.

**Sec. 15-4. Appeals and variances.**

(a) Appeals. Any order, requirement, decision or determination made by any official charged with the enforcement or administration of this Chapter may be appealed to the Board of Appeals through the procedures of Section 16-326.

(b) Sign variances. Sign variances related to numerical standards shall be processed in accordance with Article XV of Chapter 16 of the Black Hawk Municipal Code.

**Sec. 15-5. Legal Nonconforming signs.**

(a) A legal nonconforming sign shall be any sign which:

- (1) On the effective date of the ordinance codified in this Chapter, was lawfully maintained and had been lawfully erected in accordance with the provisions of any prior applicable sign regulation but does not conform to the limitations established by this Chapter; or
- (2) On or after the effective date of the ordinance codified in this Chapter, was lawfully maintained and erected in accordance with the provisions of this Chapter but, by reason of amendment to this Chapter after the effective date thereof, does not conform to the limitations established by the amendment to this Chapter in the district in which the sign is located.

(b) Continuation of a legal nonconforming sign is subject to the termination provisions below. A legal nonconforming sign may be continued and shall be maintained in good condition, but shall not be:

- (1) Changed to another non-conforming sign;
- (2) Structurally altered;
- (3) Altered or repaired so as to increase the degree of non-conformity of the sign;
- (4) Re-established after discontinuance for ninety (90) consecutive days of the use to which the sign pertained;

- (5) Continued in use after a change of the business or activity to which the sign pertains; and
- (6) Re-established after damage or destruction if the estimated cost reconstruction exceeds fifty percent (50%) of its assessed valuation as shown in the original sign permit.
- (7) Abandoned for a continuous period of ninety (90) days;
- (8) In violation of provisions of this Chapter 15 of the Black Hawk Municipal Code.

(c) Exemptions are given to the following signs, but nothing shall be construed as relieving the owner of the sign from the responsibility of its erection and maintenance, and its compliance with the provisions of the Black Hawk Municipal Code, this Chapter or any other law or ordinance regulating the same:

- (1) Signs that are deemed historic in nature and permitted by the Black Hawk Municipal Code; or
- (2) Any existing sign which has previously been granted a variance.
- (3) Any previously approved Temporary Banner Sign or Special Event Sign allowed by the previous Black Hawk Sign Code in force prior to this Sign Code being adopted by City Council on February 12, 2014 is allowed only until July 1, 2014. If such type of Temporary Banners or Special Event Signs are desired on any property after July 1, 2014, they shall only be allowed if a property owner or business owner has submitted and received approval of such a request included within a Comprehensive Sign Plan as regulated in Section 15-13 of this Chapter.

#### **Sec. 15-6. Violations and Abandoned signs.**

(a) The City Manager or his designee is hereby granted the power and authority to issue a notice of violation to the sign owner or to the sign owner's agent or manager for any sign maintained in violation of any provision of this Chapter. The sign owner or the sign owner's agent or manager shall commence action to correct such violation issued by the City Manager within thirty (30) days of the issuance of the notice of violation. Proof of the commencement of action to correct the violation must be furnished to the City Manager or it's designee within thirty (30) days of the issuance of the notice of violation.

(b) If the sign owner, or any person responsible for the sign, fails to respond to the notice of violation within thirty (30) days or fails to correct the violation within sixty (60) days, the owner of the premises upon which the sign is located shall be responsible for the removal of the sign and the work shall be done within sixty (60) days following the notice of violation. The City Manager or his designee may cause the removal of the sign after the specified timeframe unless such violation causes an immediate safety hazard to the general public.

(c) Any signs in conformance with this Chapter pertaining to enterprises or occupants that are no longer utilizing the site shall be removed from the site or shall have the copy/text obliterated from such signs upon the expiration of ninety (90) days after the associated enterprise or occupant has vacated the premises. Any such sign not removed or modified within the required period shall be considered as abandoned and shall be removed by the City in accordance with Chapter 10, Article XIII of the Black Hawk Municipal Code.

(d) Any nonconforming sign(s) pertaining to enterprises or occupants that are no longer utilizing the site shall be removed from the site by the property owner upon the expiration of ninety (90) days after the associated enterprise or occupant has vacated the premises. Any such sign not removed by the property owner within the required period shall be considered as abandoned and shall be allowed to be removed by the City in accordance with Chapter 10, Article XIII of the Black Hawk Municipal Code.

(e) A sign removed by the City shall be held for not less than thirty (30) days, during which time it may be recovered by the owner upon payment to the City for removal and storage costs. If not recovered prior to the expiration of the thirty-day period, the sign shall be sold or scrapped in accordance with the procedures for sale of unclaimed property in accordance with Chapter 10, Article XIII of the Black Hawk Municipal Code. The proceeds of the sale, less removal, storage and sale costs, shall be paid to the owner thereof

**Secs. 15-7—15-10. Reserved.**

## ARTICLE II

### Sign Applications, Permits, and Plans

#### Sec. 15-11. Sign permit.

(a) Sign Permit Required. No on-site sign shall be erected, altered, reconstructed, maintained or moved in the City without first securing a permit from the City unless specifically allowed without a permit by this Chapter. The content of the message or speech displayed on the sign shall not be reviewed or considered in determining whether to approve or deny a sign permit. Application for a permit shall be obtained from the Planning Department. Off premise signs are not allowed.

(b) The owner or the owner's authorized representative may apply for a sign permit for signs that identify the business or for signs providing information regarding the services of the business being advertised on the subject property.

(c) Sign permits shall be reviewed and approved in accordance with a property's approved Standard Sign Plan or Comprehensive Sign Plan, as the case may be.

(d) The application for a sign permit shall be made on permit application forms provided by the Planning Department. All applications for sign permits shall be accompanied by payment of the fees provided by the fee schedule. The permit fee will be used to review the application and is not refundable or transferable.

#### Sec. 15-12. Standard Sign Plans.

(a) Purpose. The Standard Sign Plan is the device and process employed by the City to ensure an appropriate balance between building architecture, signage and neighborhood aesthetics for smaller buildings. This Section assumes that strict compliance with this Chapter provides effective signage for smaller projects and meets community goals for appearance and safety.

(b) Applicability. Standard Sign Plan process shall be used for applications for installation of signs in the Nonresidential District (Article III, Division 2 of this chapter) utilizing the building frontage to sign area ratio or the minimum sign size allowed or a property that does not have an approved Comprehensive

Sign Plan. In addition to the Standard Sign Plan, the applicant shall be required to submit a Certificate of Appropriateness application. The regulations governing a Certificate of Appropriateness can be found in Section 16-368 (City Council historic review process) of the Black Hawk Municipal Code.

(c) Application filing. Applications for Standard Sign Plans shall be submitted to the Planning Department.

(d) Submittal requirements.

(1) Applicants must submit a simple scaled sign plan with attached written stipulations for review and approval. Such stipulations shall consider all appropriate concerns including, but not limited to, the following items: the name and address of the project location, the name of the contractor manufacturing and/or installing the sign relationship of the sign to adjacent properties, size, height, color, lighting, orientation, construction materials and typography.

(2) Standard Sign Plans shall include:

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

b. Dimensions of each proposed sign listed in a chart summarizing the area of each proposed sign together with the total allowed signage for the property. The height above grade shall be indicated for blade signs.

c. A statement as to the calculation of the allowed sign area, whether based on minimum allowance or building frontage.

(3) Sign regulations and standards are established in Section 15-43 and Section 15-44 of this chapter.

(e) Affected parties. All parties affected by provisions of the Standard Sign Plans must be signatories to such plans; provided, however, that if the multiple building complexes or any part thereof is governed by a management agreement, the duly constituted representative of the management association or firm shall be the signatory to such plans. It is unnecessary for owners or lessees to sign if said representative has signed on their behalf.

(f) City Council review and approval. Within forty-five (45) days of receipt of a complete application, the City Council shall act to approve, approve with conditions or deny the application for a Standard Sign Plan. The Standard Sign Plan shall be approved if:

(1) Implementation of the Standard Sign Plan will provide signage that is compatible with the surrounding development;

(2) Implementation of the Standard Sign Plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood;

(3) Implementation of the Standard Sign Plan will provide signage consistent with the architecture and site plan characteristics of the proposed project;

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

(5) Implementation of the Standard Sign Plan will be materially beneficial in achieving the goals and objectives cited in the Standard Sign Plan statement of purpose; and

(g) Modifications: Once authorized by the City Council, a Standard Sign Plan may be modified through the following procedure:

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

a. City Council approval is required for changes to a Standard Sign Plan for major modifications (changes to greater than 10% of the initial approved Standard Sign Plan sign area).

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

(h) Conformance. Nothing in these provisions shall be construed to deny the City Council power to require any modification of, or release from, any provision of the Standard Sign Plan so that the plan conforms to other City ordinances.

### **Sec. 15-13. Comprehensive Sign Plans.**

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

(b) Applicability. A Comprehensive Sign Plan is required for each of the following uses:

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

(2) Comprehensive Sign Plans are not permitted within Residential Districts as defined by this Chapter.

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

(d) Submittal requirements.

(1) Applicants must submit a detailed Comprehensive Sign Plan with attached written stipulations for review and approval. Such stipulations shall consider all appropriate concerns including, but not

limited to, the following items: location,

relationship of signs to adjacent properties, size, height, color, lighting, technology options, orientation, construction materials and typography.

(2) Comprehensive Sign Plans shall include:

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

b. Dimensions of each proposed sign listed in a chart summarizing the total area of each and all proposed signs together with the total allowed sign area for the property. The height above grade shall be indicated for blade signs and freestanding signs.

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

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

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

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

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

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

(3) Temporary Banner Sign and Special Event Signs:

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

1. There shall not be more than one (1) Temporary Banner Sign attached to the building; and
2. Such sign shall be placed in the approved designated display location on the building and shall be constructed out of high quality material; and
3. Such sign shall be allowed to be made of flexible plastic, cardboard, vinyl, fabric or similar non-rigid water-proof material; and
4. Such sign shall be attached in an inconspicuous manner without zip ties, ropes or other similar visible material; and

5. Such sign shall be adhered to the building with grommets and be attached with nuts, bolts or other similar non-visible fasteners; and
6. Such sign shall not exceed thirty-two (32) square feet in size; and
7. Placement of such sign shall be allowed for thirty (30) consecutive days, six (6) times in a calendar year as specified by the business owner and proper notification to the Planning Department for such days.

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

Standards:

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

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

(h) All parties affected by provisions of the Comprehensive Sign Plans must be signatories to such plans; provided, however, that if the multiple building complexes or any part thereof is governed by a management agreement, the duly constituted representative of the management association or firm shall be the signatory to such Comprehensive Sign Plan. It is unnecessary for owners or lessees to sign if said representative has signed on their behalf.

(i) City Council review and approval. Within sixty (60) days of receipt of a complete application, the Council shall act to approve, approve with conditions or deny the application. The Comprehensive Sign Plan shall be approved if:

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

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

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

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

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

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

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

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

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

(k) Conformance. Nothing in these provisions shall be construed to deny the City Council power to require any variance or modification of, or release from, any provision of the an Applicants proposed Comprehensive Sign Plan so that the plan conforms to other City ordinances.

#### **Sec. 15-14. Administrative review process.**

The permit application and plans shall be submitted to the City Manager or his designee. The Planning Department Administrator as the City Manager's designee will determine whether the application will require Council approval and, if necessary, will schedule the application at the next available meeting for City Council review and approval, except for initial Comprehensive Sign Plans, which are subject to public hearing before City Council.

#### **Sec. 15-15. Administrative actions on sign permit applications.**

(a) Staff in the Planning Department shall approve, approve with modifications or conditions, or deny a sign permit application. A sign application for signs meeting the size, construction, location, electrification and operation provisions of this Chapter and an approved sign plan shall be approved without modifications or conditions unless the Planning Department makes one (1) or more of the following findings:

(1) That the shape, design, placement, color, style or quantity of text, illumination or reflected light of a sign conflicts or interferes with traffic, both vehicular and pedestrian, from a public safety standpoint, by distracting attention or obstructing vision.

(2) That the shape, design, placement, color, style or quantity of text, illumination or reflected light of a sign is incongruous with or detracts from the distinct architectural or historic design or character of the building to which the sign is affixed or of the neighborhood in which the sign is located.

(3) That the sign obscures other signs from primary view or dominates its immediate vicinity to such an extent as to detract from the visibility of other signs, buildings of architectural or historic significance, or public view corridors.

(b) If the Administrator denies, modifies or conditionally approves a sign application pursuant to this Chapter, it shall state with particularity the aspects of the sign program that justify findings and shall afford the applicant an opportunity to submit a revised application to remedy the inadequacies of the original sign application.

(c) The Administrator shall not deny a sign application because of the contents or message of a sign, within limits of public decency, or direct that the contents or message of a sign be altered or modified as a condition of approval. Off premise signs are not allowed.

**Sec. 15-16 Permit fee.**

No sign shall be installed without permit fees having been paid to the City of Black Hawk and a permit issued by the Planning Department. The City Council shall set permit fees and include them in the City fee schedule.

**Secs. 15-17—15-30. Reserved.**

**ARTICLE III**

**Sign Standards**

*Division 1  
Residential Districts*

**Sec. 15-31. General.**

(a) This Division addresses those signs which are allowed within the residential districts of the City.

(1) Residential Districts are defined as those areas that provide for land use activities described as the following: Single-family dwelling unit; Neighborhood playground, park or common area; Home-based businesses; Parking (as specified in the Section 16-263 of the City of Black Hawk Municipal Code); and Special review uses.

(b) Types of signs allowed in the Residential Districts of the City:

(1) Permanent signs: Flags; Historical, Home occupation; Wall; and Street address and identification signs.

(2) Temporary signs: Banners, Community event posters; Development signs; and other temporary signs (election season signs, holiday and seasonal decorations, and weekend sale)

(c) Specific requirements for the signs listed above are explained in Permanent and Temporary Sign Regulations for Residential Districts, Sections 15-33 and 15-34.

**Sec. 15-32. Permanent sign permit approval.**

(a) All permanent signs in residential districts require an administrative review and approval unless the sign in question is deviating from the standards set in Section 15-34 (Permanent Sign Regulations for Residential Districts), in which case a City Council approval will need to be requested by the applicant. Staff shall not approve variances of numerical deviations from the standards indicated herein.

**Sec. 15-33. Flag and permanent signs regulations for residential districts.**

(a) **Flags:** American, Colorado and City of Black Hawk flags shall be flown in accordance with the United States Flag Code, 36 US Code; flagpoles may be mounted on the fronts of buildings as outrigger poles, not to exceed a 45° angle from vertical (pointed upward), and 10 feet in length with a maximum flag size of 4 feet in width and 6 feet in length; and flagpoles may not be mounted on a roof or parapet. Flags do not count toward allowed sign area. Ground mounted flag poles are allowed with a maximum of 6 poles. If more than six flag poles are desired they must be include in a Comprehensive Sign Plan.

<i>Building Height (stories)</i>	<i>Pole Height (feet)</i>	<i>Maximum Flag Size</i>	<i>Nighttime Required Illumination</i>
1 to 2	20	4' x 6' or 24 ft <sup>2</sup>	Indirect illumination 1 metal halide (maximum 70 watt) spot light per flag
3 to 4 or more	25	4' x 8' or 32 ft <sup>2</sup>	Indirect illumination 2 metal halide (maximum 70 watt) spot lights per flag

(b) **Permanent Signs:** Performance Standards. All permanent signs shall comply with the area, dimension and height requirements set forth in this Article.

- a. No more than two (2) permanent signs may be placed on a residential property;
- b. Each residential permanent sign shall be limited to 2 square feet;
- c. No residential permanent sign shall be placed over ten (10) feet in height above grade directly adjacent to the wall of the building on which the sign is located;
- d. A residential permanent sign shall be mounted to the wall of the principle building on the property.

**Sec. 15-34. Temporary community sign regulations for residential districts.**

(a) Temporary signs requiring City Manager approval:

(1) **Community Event Signs:** Temporary signs used for announcing community events and activities. Use of these signs is limited to public, charitable, or religious organizations for notification of public events or other occurrences of public interest and are subject to the following standards:

a. Community event signs are to be placed at the designated Community Event Sign locations as determined through the City Manager's approval;

b. Community event signs are to be placed no more than two (2) weeks prior to the event and must be removed within seven (7) days after the event;

c. No more than one (1) community event sign may be placed on a given site to advertise any one (1) event;

d. Community event signs shall be limited to thirty-two (32) square feet; (b) Time-based temporary signs are allowed without a permit subject to the following standards:

(1) **Election Season Signs:** These signs are allowed thirty (30) days prior to a scheduled election, and must be removed three (3) days immediately following the election as defined in this Article; no more than one sign for each National, State or Local ballot question is permitted on a residential parcel. Such signs shall not exceed four (4) square feet per face, not be taller than four (4) feet, and must be on private property and shall not interfere with any pedestrian or vehicular route on such property.

(2) **Holiday and Seasonal Decorations:** Holiday string lights or colored tree lights may be used for decorative purposes to coincide with the holiday season and shall be installed according to the National Electrical Code. Holiday string lights or colored tree lights may be installed beginning on October 1 and must be removed no later than February 28 of the following year. Holiday string lights or colored tree lights may be illuminated during the holiday season, which begins on November 1 and continues to February 15 of the following year. All other holiday/seasonal decorations may be used twenty (20) days prior to a national holiday or seasonal change and shall be removed ten (10) days after the national holiday or seasonal change. Illumination is allowed. Flashing lights are discouraged, but not prohibited.

(3) **Limited Duration Signs:** These temporary signs are allowed without a permit from noon on Friday until noon the following Monday. A maximum of two (2) signs are allowed on the property for which the signs are used for. They are not allowed on any publicly owned property. They shall not exceed six (6) square feet per face and have five (5) foot setback from the property line. If freestanding they shall not exceed four (4) feet in height.

(4) **Landscape Lighting:** Lighting of/on landscaping is allowed year round on public property on live landscaping. The same type of lighting is allowed on private property if a Certificate of Appropriateness is approved by City Council in accordance with Section 16-368 of the Black Hawk Municipal Code.

(5) **Building permits:** Signs announcing the City or State approved building permits on the property are exempt from permit requirements. The permit should be in a noticeable location that is visible to a visiting inspector.

## **Sec. 15-35. Illumination**

(a) Color of light: Illumination in residential districts shall be of white color only. For holiday decoration illumination standards please see Article III Section 15-34, above.

(b) Type of Illumination: Only indirect illumination shall be allowed in residential districts. Any other type of illumination is considered prohibited.

## **Secs. 15-36—15-40. Reserved.**

### *Division 2 Nonresidential Districts*

## **Sec. 15-41. General.**

(a) This section addresses those signs which are allowed within the Nonresidential Districts of the City.

(1) Nonresidential Districts are defined as those areas that provide for land use activities described as the following, including and not limited to: Casino, Retail and services, Lodging accommodations; Restaurants; Indoor and Outdoor recreation and amusement; Bars and lounges; Offices; Parks and common areas; Area-wide transportation facilities; Parking; Public facilities; Meeting halls; school, church, hospital, convention center or recreation facility; Trade services; Utility infrastructure and services; Repair and equipment shops, and Automobile service stations;

(b) Types of signs allowed in the Nonresidential Districts of the City:

(1) Permanent signs: awning, changeable copy, canopy, electronic message centers, freestanding, marquee, joint identification, blade, wall, bulletin boards and window signs.

(2) Temporary signs: community event signs, development signs, and other temporary signs (election signs, holiday and seasonal decorations, and limited duration signs).

(c) A maximum of 5 signs displaying information such as open/closed, store hours, address, and other similar information that is two (2) square feet or smaller shall be exempt from the total sign area allowed.

(d) All properties in this district are permitted a total sign area that is equal to the length of the building frontage (ratio: one (1) square foot of sign area for every one (1) linear foot of building frontage). Furthermore, all properties located within the nonresidential districts are entitled to a minimum of 128 square feet of sign area.

(e) Multi-tenant buildings. These buildings will be allowed to use joint identification signs and will be granted one hundred and twenty-eight (128) square feet for the anchor sign panel. An additional sixty-four (64) square feet will be granted to each tenant to be used for individual business signs. These signs can be any type of sign approved in this section as long as they are consistent in color, size, material, and letter size with all tenants and must be part of an approved Comprehensive Sign Plan for such property.

(f) Each property is entitled to divide its total sign area between the types of signs permitted in the nonresidential zoning district listed in Section 15-43, which allows each property to have multiple signs

as long as the total area of those signs combined does not exceed the total sign area allowed for that property.

**Sec. 15-42. Permanent sign permit approval.**

(a) Buildings with total floor area greater than or equal to 5,000 square feet:

(1) Any building located in a nonresidential district measuring total floor area equal to or greater than five thousand (5,000) square feet is required to submit a Comprehensive Sign Plan application and a Certificate of Appropriateness application prior to issuance of a sign permit for a given property in accordance with the following criteria in Section 15-42(a)(1) a through d. The regulations governing a Comprehensive Sign Plan and Certificate of Appropriateness can be found in Section 15- 13 (Comprehensive Sign Plan) of this Chapter and Section 16-368 (City Council historic review process) of the Black Hawk Municipal Code, respectively.

- a. Initial sign installation (including a change in signage due to change in business name).
- b. Major modifications (changes to greater than 10% of the initial approved Comprehensive Sign Plan sign area).
- c. Signage for permitted secondary uses occupying the same structure as a principal use. The secondary uses signage shall be subordinate to the principal use.
- d. Initial installation of any Electronic Message Centers of any size. Replacement of a previously approved Electronic Message Center is allowed to be approved administratively by staff only if the replacement sign is the exact same dimensions and in the same location.

(b) Buildings with total floor area less than 5,000 square feet:

(1) City Council approval of a Standard Sign Plan or Comprehensive Sign Plan and a Certificate of Appropriateness are required for any sign installation for buildings with less than 5,000 square feet including:

- a. Initial sign installation (including a change in signage due to change in business name).
- b. Major modifications (changes to greater than 10% of the initial approved Standard Sign Plan sign area).
- c. Signage for permitted secondary uses occupying the same structure as a principal use. The secondary uses signage shall be subordinate to the principal use.
- d. Installation of Electronic Message Center of any size. . Replacement of a previously approved Electronic Message Center is allowed to be approved administratively by staff only if the replacement sign is the exact same dimensions and in the same location.

(c) Any property with a floor area measuring less than five thousand (5,000) square feet that wishes to submit a Comprehensive Sign Plan is encouraged to do so. Please see Section 15-13 (Comprehensive Sign Plan) for additional permissions available through the Comprehensive Sign Plan.

**Sec. 15-43. Permanent sign regulations for nonresidential districts.**

(a) Permanent Signs - Performance Standards. Permanent signs include all those listed in this section in items 1 through 9. All permanent signs shall comply with the area, dimensions and height requirements set forth in this Article and the Black Hawk Commercial Design Guidelines. Permanent signs shall not be allowed to be made of flexible cardboard, vinyl, fabric or similar non-rigid material.

Any sign two (2) square feet or larger, visible from twenty (20) feet from the right-of-way that is directed toward and viewable by persons in cars or pedestrians to read the message, shall count toward the total sign area allowed for permanent signs on the property.

(1) **Bulletin boards:** A maximum of one bulletin board of six (6) square feet encased in a frame possibly having a door for easy access is allowed for all properties. Buildings with street frontage larger than 50 feet will be granted additional six (6) square feet of bulletin board space for every one-hundred (100) feet of building frontage after the initial fifty (50) has been used. Bulletin boards are a permanent fixture that is intended to display items temporary in nature such as items for sale, daily specials, special events, or to provide other information. Bulletin board square footage will not count toward the property's total permitted sign area. If more than one bulletin board is placed on the property, those bulletin boards shall be placed at least fifty (50) feet apart from each other.

(2) **Freestanding signs:**

a. Freestanding signs are permitted for those businesses in the nonresidential districts which do not share a building, a common wall, or common parking area with another business. If two or more businesses share a building, a common wall, or a joint parking area, freestanding signs shall not be permitted, and a joint identification sign shall be used;

b. Only one (1) freestanding sign is permitted for each street frontage, with a maximum of two (2) signs per site;

c. No two (2) freestanding signs shall be closer together than ten (10) feet. In the event that two (2) freestanding signs are located on the same site, they must be separated by a minimum of fifty (50) feet;

d. All freestanding signs shall be set back a minimum of five (5) feet from a right-of-way and limited to twenty-five (25) feet in height;

e. Freestanding signs may be internally or indirectly illuminated.

(3) **Electronic Message Centers:** Electronic message centers are subject to the following restrictions:

a. Electronic Message Centers are encouraged as a form of signs to be used as a replacement for 8.5x11 temporary paper advertisements which are not allowed except as in Section 15-43(a)(1). These message centers can be an effective means to eliminate unattractive clutter on windows and doors. Electronic Message Centers can contain one or multiple messages in form of a slideshow. Electronic Message Centers do count toward the total sign area allowed for the property.

b. Message Hold Time. Each message displayed shall remain static for a minimum of eight (8) seconds. All such signs shall have a default mode to prevent the display from malfunctioning in a flashing or intermittent flash on.

c. Transition Method. Each electronic message center shall be limited to static messages or streaming recorded video (live video is not allowed) and shall not have movement, or the appearance of optical illusion of movement of any part of the sign structure design, or pictorial segment of the sign. This shall include the movement or appearance of movement of any illumination or the flashing, scintillating or varying of light intensity. The transition duration shall be instantaneous.

d. Each electronic message center shall be equipped with dimming technology that automatically varies the brightness of the electronic sign according to ambient light conditions. Owners of overly bright EMC's will be notified to reduce brightness.

e. The intensity of the light source shall not produce glare, the effect of which constitutes a traffic hazard or is otherwise detrimental to the public health, safety or welfare. Lighting from the message module shall not exceed five hundred (500) NIT (candelas per square meter) between dusk and dawn as measured by the equivalent 'Percentage of Maximum Brightness-Nighttime' setting on the applicant's sign controlling software. Applications for sign permits containing an electronic display shall include the manufacturer's specifications and NIT rating. City officials shall have the right to view the technical specifications of the sign to determine compliance, at any time in the future after it is installed.

**(4) Joint Identification Signs:**

a. Joint identification signs shall be used for those buildings in nonresidential districts that have two (2) or more businesses sharing a building or a common wall;

b. A maximum of fifty percent (50%) of the joint identification sign shall be used for the anchor sign panel and a minimum of five (5) square feet shall be used for all other business sign panels;

c. Only one (1) joint identification sign is permitted for each street frontage, with a maximum of two (2) signs per site.

d. All joint identification signs shall be set back a minimum of five (5) feet from any right-of-way and limited to twenty (20) feet in height;

e. Joint identification signs may be internally or indirectly illuminated.

**(5) Marquee, awning, and canopy signs:**

a. Any portion of the marquee, awning or canopy sign that is used for commercial advertisement shall be counted towards the wall sign allowance for that business;

b. All marquee, awning and canopy signs shall be consistent in color, size, material, and letter size with all tenants;

c. Marquee, canopy, awning, and changeable copy signs within multi-tenant/multi-building complexes shall be consistent in color, size, material and letter size with all tenants;

d. Height requirements:

1. Marquee signs are limited to the height of the roofline;

canopy signs are limited to the first floor elevation; e. Setback requirements:

1. Awning and canopy sign setbacks are subject to administrative or, if situation requires, City Council approval;
2. Marquees must be located on the building and not project more than six (6) feet from the wall of the building on which the marquee is placed.

**(6) Projecting Signs:**

a. The bottom of the sign shall be a minimum of eight (8) feet above the sidewalk or thirteen (13) feet above a vehicular drive area; the sign shall not project more than eight (8) feet from the wall of the building on which the sign is placed. Note that projecting signs may need a license agreement if proposed over a city right-of-way.

**(7) Wall signs:**

- a. Wall signs shall not exceed the height of the roofline;
- b. Wall signs shall not project more than two (2) feet from the wall on which they are placed;

**(8) Window signs:**

- a. In accordance with Section 15-41, window signs such as open/closed, store hours, address, and other similar information that is two (2) square feet or smaller shall be exempt from the total area limitations however any of the allowed following signs shall count toward the allowed sign area on a property;
- b. Entryways: Window signs shall not cover more than twenty-five (25%) of any door;
- c. Any sign or image for advertising purposes inside a building that is or is not attached to or within three (3) feet of a window or door, but is legible from a distance of fifty (50) feet or more beyond the building where the sign is located, will need to be counted toward the total sign area allowed;
- d. Window signs can cover only up to twenty-five percent (25%) of any window area;
- e. Window signs are limited to the first floor of a building;
- f. Temporary window signs are not allowed.

**(9) Other Permanent Signs:**

a. Instructional or “way-finding” signs shall be permitted in addition to other permanent signs when they are of such size and location that satisfy the intended instructional purpose based on their size (not more than four (4) square feet), location and number. Instructional signs shall be permitted without limitation as to a reasonable number and may include, up to one-half of sign area on the sign, on the name of the business or logos, and must be permanently affixed to the ground or on a structure.

b. Vehicle Signs: When vehicles are parked or stored in such a way exceeding the duration of twenty four (24) hours, the vehicle mounted sign shall be considered a permanent sign for a building or premises and shall not be allowed on the premises.

c. Flags: American, Colorado and City of Black Hawk flags shall be flown in accordance with the United States Flag Code, 36 US Code; flagpoles may be mounted on the fronts of buildings as outrigger poles, not to exceed a 45° angle from vertical (pointed upward), and 10 feet in length with a maximum flag size of 6 feet by 8 feet; and flagpoles may not be mounted on a parapet. Flagpoles shall not be greater than 75 feet in height. If mounted on top of a building, flagpoles shall not be greater than 25 feet in height. Flags do not count toward allowed sign area. Flags desired to be larger must be reviewed and approved through the Comprehensive Sign Plan process by City Council.

**(10) Permanent sign allowed without permit**

a. Any sign two (2) square feet or larger visible from twenty (20) feet from any street or public side-walk and is not visible to the general public on the right-of-way shall not count toward the maximum sign area on the property, and however, must be thirty (32) square feet or less.

**Sec. 15-44. Temporary sign regulations for nonresidential districts.**

(a) Temporary signs – Performance Standards. Temporary signs shall include all signs used only temporarily and those that are not permanently mounted.

(1) Temporary signage is subject to the regulations as described below;

a. Small temporary signs shall be placed inside the bulletin board on the property do not count toward the temporary sign area allowed in this section;

b. Temporary signs shall not exceed the size limitations provided in this section.

(b) Temporary signs requiring City Council approval:

(1) **Community Event Signs:** Temporary signs used for announcing community events and activities. Use of these signs is limited to public, charitable, non-profit, for profit or religious organizations for notification of public events or other occurrences of public interest and are subject to the following restrictions:

a. Community event signs are to be placed at the designated Community Event Sign locations as determined through City Council approval;

b. Community event signs are to be placed no more than three (3) weeks prior to the event and must be removed within three (3) days after the event;

c. Not more than five (5) community event signs may be placed within the City to advertise any one (1) event;

d. Each community event sign shall be limited to thirty-two (32) square feet;

e. No community event sign shall be erected over eight (8) feet in height if placed as freestanding sign.

(c) Temporary signs requiring Administrative approval and permit:

(1) **Temporary Signs:** Temporary signs pertaining to the development, redevelopment, construction, sale or rent of a parcel of real estate and are subject to the following restrictions:

- a. Temporary signs shall be displayed only on the property to which they pertain;
- b. Temporary signs shall not exceed thirty-two (32) square feet per face or over twelve (12') feet above street grade in height; and
- c. There shall be not more than four (4) temporary signs on each property; and
- d. Temporary signs shall not be illuminated; and
- e. They may be displayed for the duration of the construction project or completion of transaction and they shall be removed upon completion of the project or transaction.

(d) Other time-based temporary signs allowed without a permit

(1) **Election Season Signs:** These signs are allowed thirty (30) days prior to a scheduled election, and must be removed three (3) days immediately following the election as defined in this Article; no more than one sign for each National, State or Local ballot question is permitted on a nonresidential parcel. Such signs shall not exceed four (4) square feet per face, not be taller than four (4) feet, and be on private property.

(2) **Holiday and Seasonal Decorations:** Holiday string lights or colored tree lights may be used for decorative purposes to coincide with the holiday season and shall be installed according to the National Electrical Code. Holiday string lights or colored tree lights may be installed beginning on October 1 and must be removed no later than February 15 of the following year. Holiday string lights or colored tree lights may be illuminated during the holiday season, which begins on November 1 and continues to February 15 of the following year. All other holiday/seasonal decorations may be used twenty (20) days prior to a national holiday or seasonal change and shall be removed ten (10) days after the national holiday or seasonal change. Illumination is allowed. Flashing lights are discouraged, but not prohibited.

(3) **Landscape Lighting:** Lighting of/on landscaping is allowed year round on public property on live landscaping. The same type of lighting is allowed on private property if a Certificate of Appropriateness is approved by City Council in accordance with Section 16-368 of the Black Hawk Municipal Code.

(4) **Building permits:** Signs announcing the City or State approved building permits on the property are exempt from permit requirements. The permit should be in a noticeable location that is visible to a visiting inspector.

#### **Sec. 15-45. Illumination.**

(a) Color of light:

(1) Signs visible from any nonresidential district are subject to City Council approval for light color. Council may approve a maximum of three (3) light colors in addition to white colored illumination for signs visible from residential areas, provided that the proposed illumination is of a low intensity and will have a minimal visual impact on the residential area. An applicant proposing any illuminated sign visible from a residential area, which exhibits light color other than white, must notice all residents within direct visual proximity to the sign as to the type and amount of illumination proposed. Said notice shall provide information sufficient to describe the visual impact of the sign, including but not limited to color renderings describing the illumination and sign type, size and location. This notice shall also include the date of public hearing before Council for the sign proposal.

(2) Signs in nonresidential districts not visible from residential areas may exhibit any combination of light color, provided that no sign illumination conflicts with any traffic signal and are subject to City Council approval. Electronic Message Center (EMC) signs shall not be visible from a residential area unless specifically approved by City Council in accordance with the notice provision in Section 15-45 (1).

(b) Type of Illumination:

(1) Direct illumination may be permitted in nonresidential districts. All signs containing direct illumination shall be subject to approval by Council. Direct illumination should be used as an accent feature to the overall sign design. Signs shall not be illuminated by direct illumination such that light spills over onto adjacent properties

(2) Indirect illumination shall be limited to the minimum amount of light needed to light the face of the sign. All fixtures used for indirect illumination shall be screened from view. No light from a fixture used for indirect illumination may cause hazardous glare for motorists, pedestrians or bicyclists. The beam pattern of a light source used for indirect illumination shall be the tightest, most controlled pattern achievable. The use of templates to control the beam pattern is highly encouraged.

(3) Internal illumination. Fully illuminated plastic sign boxes with internal light sources are discouraged. Halo illumination is encouraged. Opaque letters or designs, which are halo lit, shall be mounted to a building face. The source of illumination shall not be visible. All mounting fixtures, wires, tubes, etc., shall be disguised or painted from view to the greatest extent possible.

(4) Neon may be used in small quantities to enhance the overall graphic effect of a sign. Neon should be used as a graphic art/design feature of the sign. Sign designers incorporating neon are encouraged to use designs that promote and encourage the entertainment uses allowed in the zoning districts in which neon is an acceptable sign element. Neon tubing should be used as an accent feature to the overall sign design. The use of neon is subject to review and approval by City Council.

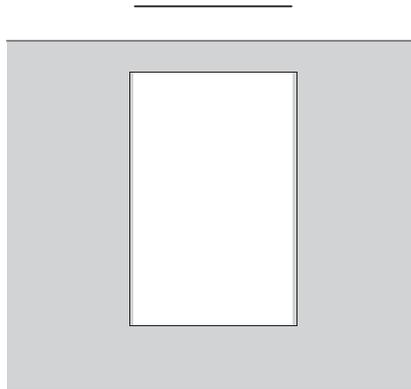
**Secs. 15-46—15-60. Reserved**

**ARTICLE IV  
Sign Regulations**

**Sec. 15-61. Building Frontage Measurements and Sign Area Calculations**

**Building with one street building frontage**

Street Frontage A = 50 feet



***Example A: Standard Sign Plan***

Total building frontage = Length of Frontage A = 50 feet.

Maximum frontage length allowed = 128 feet **(for details see Section 15-41(d))**

Total sign area awarded = Maximum frontage length allowed = 128 square feet.

***Example B: Comprehensive Sign Plan (for details see Section 15-13)***

Total frontage = Length of Frontage A = 50 feet.

Maximum frontage length allowed = 128 feet

Total sign area awarded = Maximum frontage length allowed x 1.35 = 128 feet x 1.35 = 172.8 square feet.

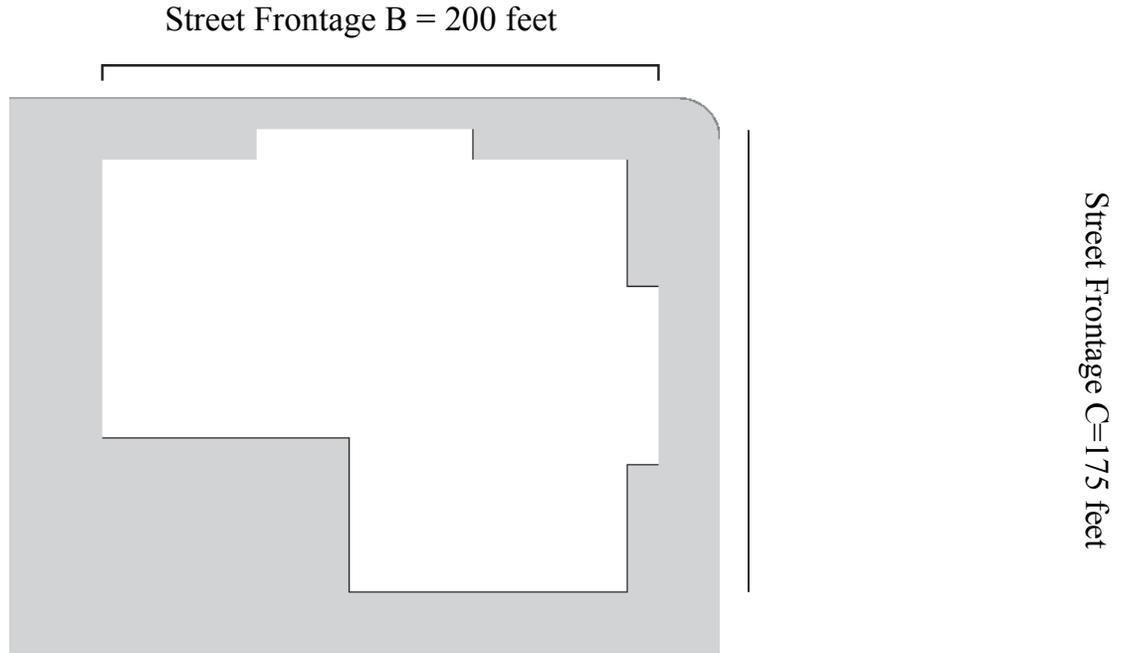
***Example C: Comprehensive Sign Plan proposing Electronic Message Centers (for details see Section 15-13)***

Total frontage = Length of Frontage A = 50 feet.

Maximum frontage length allowed = 128 feet

Total sign area awarded = Maximum frontage length allowed x (1.35 + 1.35) = 128 feet x 1.70 = 217.6 square feet.

**Building with multiple frontages**



**Example A: Standard Sign Plan**

Maximum frontage length allowed = Street Frontage B + Street Frontage C = 200 feet + 175 feet = 375 feet.

Total sign area awarded = 375 square feet (See Section 15:41(d))

**Example B: Comprehensive Sign Plan (for details see Section 15-13)**

Maximum frontage length allowed = Street Frontage B + Street Frontage C = 200 feet + 175 feet = 375 feet.

Total sign area awarded = Total building frontage x 1.35 = 375 feet x 1.35 = 506.25 square feet.

**Example C: Comprehensive Sign Plan proposing Electronic Message Centers (for details see Section 15-13)**

Maximum frontage length allowed = Street Frontage B + Street Frontage C = 200 feet + 175 feet = 375 feet.

Total sign area awarded = Total building frontage x (1.35 + 1.35) = 375 feet x (1.35+1.35) = 375 feet x 1.70 = 637.5 square feet.

**Sec. 15-62. Definitions.**

The following words and phrases, when used in this Chapter, shall have the meanings respectively ascribed to them:

*Animated sign* means any sign or part of a sign which changes physical position by any movement or which gives the illusion of such change of physical position. – Prohibited Sign.

*Awning* (permanent sign) means a movable or non-movable shelter supported entirely from the exterior wall of a building and of a type which may be retracted against the face of the supporting building. – Permit Required.

*Banner* (temporary sign). A sign made of lightweight fabric or similar material mounted to a structure.

*Billboard* means a flat surface, either freestanding, wall-mounted or a wall itself, on which signs are posted advertising a business, product or service not available on the premises. – Prohibited Sign.

*Blade sign* (projecting object) (permanent sign) means a sign that projects from a building and contains not more than two (2) distinguishable sides intended as sign face. Both sides are counted toward sign area.

*Building Code* means the building code of the City, as adopted by the Board of Aldermen, including such codes as may be adopted in the future.

*Building frontage* means the horizontal linear dimension of that side of a building which is adjacent to a dedicated street and architecturally finished to match the principal building facade, or which has a public entrance to the building and is adjacent to a street or parking area with the same ownership as the principal use or other circulation area open to the general public. In shopping centers, any outside architecturally finished wall of a first-floor use shall be considered a building frontage.

*Bulletin boards* (permanent sign) are signs used by businesses to place temporary paper-type signs or information notices for their customers to read.

*Community event* (temporary sign) means a temporary poster which advertises a community-related activity or event, conducted by a governmental, fraternal, religious or nonprofit organization.

*Contractor signs* (temporary sign) are development signs announcing construction on a property and containing the name of the contractor and date of completion. – Permit Required.

*City Manager* which may include the Planning Department Administrator or other designee, means the person charged with the administration and enforcement of this Chapter, or his or her duly authorized representative. The City Manager or his or her designee shall be charged with the administration and enforcement of this Chapter.

*Development sign* - a temporary sign announcing real estate, subdivision, development, construction or other improvement, sale or lease of a property by a building, contractor, or other person furnishing services, materials or labor to said premises.

*Election Season Signs* – a sign used to express interest in, or support for, a particular cause or person during a scheduled election.

*Electronic Message Center* – a sign, including television screens, that is capable of displaying words, symbols, figures, or images that can be periodically changed by manual, electronic, remote or automatic means.

*Exempt sign* is a sign which requires no permit or permit fee.

*Exterior sign* is any sign that does not meet the definition of an *interior sign*.

*Grade* means the average elevation of the ground at the base of the sign, as measured from the finished grade of the sidewalk and/or street.

*Graphics area* is the area of the marquee sign that displays text and images.

*Halo illumination* means opaque letters or designs set out from a building or sign face and lit by illumination from behind the letters.

*Historical signs* (permanent sign) mean signs that were originally placed on a building prior to the 1900's that can be documented in historical photographs or records. – Exempt.

*Holiday/seasonal decorations* (temporary) are decorations installed on the exterior of a building and shall include strings of colored lights, decorations made of wood, canvas or cloth with vinyl, plastic or painted designs depicting the holiday or season for which the decoration is being displayed. These signs are temporary decorations or displays customarily associated with national, local or religious celebrations or season changes. Seasonal changes are: Spring – March 21; Summer – June 21; Fall – September 1; Winter – December 21. – Exempt.

*Illumination, direct* means lighting by means of an unshielded light source, including neon tubing, which is effectively visible as part of the sign, where light travels directly from the source to the viewer's eye. Direct illumination should be used as an accent feature to the overall sign design. Signs shall not be illuminated by direct illumination such that light spills over onto adjacent properties or streets and sidewalks.

*Illumination, indirect* means lighting of the surface of the sign by a light source that is directed at the sign surface in such a way as to illuminate the entire building façade on which a sign is displayed, but does not include lighting that is primarily used for purposes other than sign illumination, including without limitation, parking lot lights or lights inside a building that may silhouette a window sign but that are not primarily installed to serve as inside illumination of a sign. *Indirect illumination* shall be limited to the minimum amount of light needed to light the face of the sign. All fixtures used for *indirect illumination* shall be screened from view. No light from a fixture used for *indirect illumination* may cause hazardous glare for motorists, pedestrians or bicyclists. The beam pattern of a light source used for *indirect illumination* shall be the tightest, most controlled pattern achievable. The use of templates to control the beam pattern is highly expected.

*Illumination, internal* means lighting by means of a light source that is within a sign having a translucent foreground or background and silhouettes opaque letters or designs or that is within letters or designs that are themselves made of translucent material. This term shall also extend to and include *halo illumination*.

means a sign supported by poles, uprights or any sign located on the ground (except portable signs), provided that no part of the sign is attached to any part of a building. The sign must be located on the same property as the use in which it is intended for. – Permit Required.

*Instructional signs* (permanent sign) are those commonly associated with and limited to information and instructions relating to the permitted use on the lot on which the sign is located. These signs include such signs as "rest rooms," "no smoking," "no solicitors," "wheelchair entrance," "entrance," "exit" and similar signs. – Permit Required.

*Interior signs* are signs placed within a building area which are not visible from the exterior of the building and which are subject to the regulations of the building and electrical codes. Signs placed within a building which may be visible from the exterior of the building, which are not specifically directed to the exterior of the building, shall not be considered an *exterior sign*. *Interior signs* are not subject to this Chapter; see Section 15-43 (10). – Exempt.

*Joint identification sign* (permanent sign) means a sign which serves as a common or collective identification to two (2) or more businesses located within the same building, or which may share a common wall or for two (2) or more businesses located within a jointly used area, which buildings are in close proximity to one another. Such signs may contain a general identification for a shopping center and similar developments, and may in some cases contain a directory to individual uses as an integral but clearly secondary part of the sign. – Permit Required.

*Maintenance* means the replacing, repairing or repainting of a portion of a sign or sign structure and watering, weeding, mowing, trimming and similar activities on any landscaped area on which the sign is located.

*Marquee* (permanent sign) means a rigid, roof-like structure attached to a wall or walls of a building or structure and supported entirely by the building or structure. – Permit Required.

*Memorial, cultural or commemorative signs* (permanent sign) are tablets or plaques which are cut into a masonry surface, inlaid as part of a building or mounted flat against the wall of the building. – Permit Required.

*Motor vehicle signs* (permanent sign) are signs displayed on motor vehicles that are being operated or stored in the normal course of a business, such as signs indicating the name of the owner or business and are located on delivery trucks, rental trucks and the like and are exempt; provided that the primary purpose of such vehicles is not for the display of signs; and provided that the vehicles are parked or stored in areas appropriate to their use as vehicles. Stored vehicles may not be illuminated. Not subject to permit and fees. Shall not count against sign area.

*Nonconforming* means any sign erected prior to the enactment of this Chapter, which does not conform to all the applicable regulations and restrictions of this Chapter.

*Off-premises sign* means a billboard or general outdoor advertising device which advertises or directs attention to a business, commodity, service or activity conducted, sold or offered elsewhere than on the property upon which the sign is located. – Prohibited.

*On-premises sign* means a sign which advertises goods, services, facilities or events available on the premises upon which the sign is located.

*Owner* means a person, corporation or other legal entity recorded as such on the records of the County Clerk and Recorder, including any duly authorized agent of the owner or a person having a vested or contingent interest in the property in question.

*Parking and private traffic directional signs* are signs which give parking or traffic directions into, from or within a lot. – Exempt.

*Permanent sign* means any sign with a structure that is permanently placed or affixed to a structure or in the ground.

*Permit required sign* is a sign which requires a permit and permit fee prior to the installation of the sign.

*Projecting object (blade sign)* (permanent sign) means a sign which is supported by a wall, and the faces of which project at an approximate angle of ninety degrees (90<sup>0</sup>) from that wall. – Permit Required.

*Property* means a combination of adjacent lots or parcels under a common ownership upon which may sit one or multiple buildings.

*Public signs* (permanent sign) are those required or specifically authorized for a public purpose by the City Manager or by any statute or ordinance. *Public signs* are informational in nature and include signs that direct the public to recreational and cultural interest areas; direct the public to facilities and amenities; may include "Welcome to the City" signs; and identify the jurisdiction by name and/or logo.

*Public notice signs* (temporary sign) means a sign used for the advertising of a public hearing or meeting of a governmental body, including boards, commissions, special districts, etc.

*Roof sign* means a sign erected upon or extending above the roofline of a building or structure. – Prohibited.

*Roofline* means the highest point on any building where an exterior wall encloses usable floor area, excluding floor area provided for housing mechanical equipment. The term *roofline* shall also include the highest point on any parapet wall required by the Building Code.

*Secondary uses* are identified as permitted uses, individual businesses or tenants located within the same principal structure.

*Sight distance triangle* means, on corner lots and where streets, alleys or driveways intersect each other, a triangle measured from the point of intersection of the curb flow lines abutting streets and/or alleys and driveways fifteen (15) feet along each such curb flow line. This provision applies only to individual detached signs.

*Sign* means an object, device or any part thereof situated outdoors or indoors which is used to advertise, identify, display, direct or attract attention to an object, place, person, institution, organization, business, product, service, event or location by any means including words, letters, figures, designs, logos, fixtures, colors, motion, illumination or projected images. If for any reason it cannot be readily determined whether or not an object is a sign, the City Manager or designee shall make such determination.

*Sign face or display surface* means the surface of a sign upon, against or through which the message is displayed or illustrated. The sign face includes any architectural embellishment or background material or color forming an integral part of the display or used to differentiate the sign from its surroundings. The area of a sign shall be the smallest possible rectangle or rectangles enclosing the extreme limits of the display surface. For signs involving individual letters or symbols placed flat against a building, the area of the sign shall be that of the smallest possible rectangle or rectangles enclosing all the letters or symbols used to convey the message of the sign and shall include the open space between the letters or symbols and the entire display surface. Applicants must show these dimensions on a plan for a sign plan or sign permit.

*Sign height* is the height of any sign and shall be the distance between the topmost portion of the sign or the structure supporting the sign or any architectural embellishments to the sign, and the average grade level at the base of the sign or sign support.

*Sign spinner* means an individual who holds, flips, or spins a portable sign containing a commercial message at a location intended to attract the attention of motorists or pedestrians. Sign spinners are defined by the possession of a portable sign with a commercial message, regardless of whether or not the sign is being flipped, spun, or otherwise moved in a manner intended to attract attention.

*Sign structure* means any supports, uprights, braces or framework of the sign, excluding the sign face.

*Signable area* means that portion of the building facade unbroken by doors or windows upon which a sign is or may be located and is calculated by selecting a continuous facade, then drawing the largest possible imaginary rectangle unbroken by doors or windows and computing the square footage of this rectangle.

*Special event signs* (temporary sign) means signs that announce and/or give directions to yard or garage sales, and includes similar signs for the events of nonprofit groups. *Special events signs* are intended to be temporary.

*Store front* means any boundary line of a private lot or parcel of land that coincides with the right-of-way of a public street or alleyway.

*Street address and identification signs* (permanent sign) are signs which include only the name or professional title of the occupant, name of the building, address of the premises or hours of operation.

*Temporary signs* means signs that are placed for a specified length of time and may include construction signs, development signs, grand opening signs, political signs, real estate signs, special event signs, etc.

*Three-dimensional object sign* is a projecting object sign that contains a cubic volume to the sign and has more than two (2) distinguishable sides dedicated towards advertisement. The volume of a three-dimensional object sign shall be calculated as the volume within a rectilinear form that could be constructed to enclose the primary form of the sign. Minor sign elements may project beyond the primary boundaries of this volume at the discretion of the Council. Minor design elements are those parts of the sign which add to the design quality without adding significantly to the perceived volume and mass of the sign.

*Wall art* (permanent sign) is art painted on a side of a building that in no way identifies a product, service or business and is not counted as sign area. The purpose of wall art is to provide art with a historical implication, which adds to the visual character of the community. – Permit Required.

*Wall sign* (permanent sign) means a sign attached to or painted on a wall of a building, the display surface of the sign being parallel to the wall of the building to which the sign is attached. – Permit Required.

*Window exterior sign* means a sign within a building displaying the logo or name of the building that is specifically intended to advertise to the exterior of the building and is not considered an interior sign, and shall be included in the total sign area for the property.

*Window sign (permanent sign)* means a sign that is applied or attached to a window or door or a sign located near a window or door within a building for the purpose of being visible to and read from the outside of the building.– Permit Required.

**Secs. 15-66—15-80. Reserved.**

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

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

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

READ, PASSED AND ORDERED POSTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Jeanie M. Magno, CMC, City Clerk

**CB 5, AN ORDINANCE  
SUBMITTING BALLOT  
QUESTIONS FOR THE  
APRIL 1, 2014 REGULAR  
ELECTION, AND SETTING  
THE BALLOT TITLES  
THEREOF**

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

**COUNCIL BILL NUMBER: \_\_\_\_\_**

**ORDINANCE NUMBER: 2014-\_\_\_\_\_**

**TITLE: AN ORDINANCE SUBMITTING BALLOT QUESTIONS FOR THE  
APRIL 1, 2014 REGULAR ELECTION, AND SETTING THE BALLOT  
TITLES THEREOF**

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

Section 1. The following ballot questions shall be submitted to the registered electors  
of the City of Black Hawk at the April 1, 2014 regular municipal election:

Ballot Question No. 1:

SHALL CITY OF BLACK HAWK TAXES BE INCREASED BY  
\_\_\_\_\_ (\$ \_\_\_\_\_) ANNUALLY IN THE FIRST  
FULL FISCAL YEAR, AND BY SUCH AMOUNTS AS ARE RAISED  
ANNUALLY THEREAFTER BY IMPOSING A NEW SALES TAX OF 5% ON  
THE SALE OF RETAIL MARIJUANA AND MEDICAL MARIJUANA, AND  
RETAIL MARIJUANA AND MEDICAL MARIJUANA PRODUCTS, WHICH  
SHALL BE IN ADDITION TO THE MUNICIPAL SALES TAX ON SUCH  
SALES, AND SHALL ALL REVENUES DERIVED FROM SUCH TAX BE  
COLLECTED AND SPENT TO PROMOTE THE GENERAL PURPOSES OF  
THE CITY OF BLACK HAWK AS A VOTER APPROVED REVENUE  
CHANGE WITHOUT REGARD TO ANY EXPENDITURE, REVENUE  
RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, § 20 OF  
THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Yes \_\_\_\_\_

No \_\_\_\_\_

Ballot Question No. 2:

SHALL THE CITY OF BLACK HAWK INCUR A MULTIPLE YEAR FINANCIAL OBLIGATION TO SHARE WITH MONARCH GROWTH, INC., AS THE DEVELOPER OF THE EXPANSION OF THE MONARCH CASINO PROJECT (THE "PROJECT"), ALL OF THE CITY'S FOUR PERCENT (4%) SALES TAX REVENUES GENERATED ONLY FROM SUCH CITY SALES TAX REMITTED ON LODGING AT THE PROJECT WHEN COMPLETED, PROVIDED THAT IN NO EVENT SHALL THE AMOUNT OF REIMBURSEMENT TO MONARCH CASINO EXCEED \$2,700,000.00, AND IN NO EVENT SHALL THE SHARING OF REVENUES INCLUDE SALES TAXES GENERATED FOR MORE THAN 15 YEARS AFTER THE PROJECT RECEIVES ITS CERTIFICATE OF OCCUPANCY?

Yes \_\_\_\_\_

No \_\_\_\_\_

Section 2. The April 1, 2014 regular municipal election shall be conducted as a polling place election pursuant to the Colorado Municipal Election Code of 1965, as amended.

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

Section 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 \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

---

Jeanie M. Magno, CMC, City Clerk

**RESOLUTION 2-2014, A  
RESOLUTION APPROVING  
THE COMPREHENSIVE  
SIGN PLAN AND  
CONDITIONALLY  
APPROVING A  
CERTIFICATE OF  
APPROPRIATENESS FOR  
THE Z CASINO  
COMPREHENSIVE SIGN  
PLAN**

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

**Resolution No.   2  -2014**

**TITLE:       A RESOLUTION APPROVING THE COMPREHENSIVE SIGN PLAN  
              AND CONDITIONALLY APPROVING A CERTIFICATE OF  
              APPROPRIATENESS FOR THE Z CASINO COMPREHENSIVE SIGN  
              PLAN**

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

**Section 1.** The Comprehensive Sign Plan for the Z Casino, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved.

**Section 2.** The City Council hereby determines to approve the Certificate of Appropriateness for the Comprehensive Sign Plan for the Z Casino upon the satisfaction of the following conditions:

- A. Prior to issuance of any Building, Electrical, and Sign Permits for signs that project into the public right-of-way, a license agreement pertaining to said signs shall be processed and approved by the City Council;
- B. Projecting signs will comply with the regulations pertaining to height limitations and placement as provided by the Black Hawk Municipal Code;
- C. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign;
- D. Any damage to the building façade, in particular the façade bricks, that results from installation or removal of old or new signs will have to be repaired with a same type of material. Such repairs may not be merely patched or painted over, and the repair must be of high quality material and work matching the original façade; and
- E. With approval of this Comprehensive Sign Plan, the all other signs not listed in Exhibit A will have to be removed, including the following:
  - 1. Two “CASINO” signs facing the Gregory Street – repairs to façade needed;
  - 2. Gold painted window signs;
  - 3. “CASINO” sign on the rear entrance of the building; and
  - 4. Any other signs not listed that are not part of the approved Comprehensive Sign Plan.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Jeanie M. Magno, CMC, City Clerk

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

**CITY COUNCIL MEETING:**

February 12, 2014

**SUBJECT: Certificate of Appropriateness Approval for a Comprehensive Sign Plan for the Z Casino (P-13-23)**

Z Gaming, LLC, owner of the property at 101 Gregory Street, requests an approval of a Certificate of Appropriateness for the establishment of a Comprehensive Sign Plan at the Z Casino.

### **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On January 7, 2014 the City of Black Hawk received an application for a Certificate of Appropriateness that will establish a Comprehensive Sign Plan (CSP) for the Z Casino located at 101 Gregory Street in Black Hawk. The application was received from Freeman Signs on behalf of the property owner, Z Gaming, LLC. If approved, all signs identified in the attached Comprehensive Sign Plan will be permitted for installation.

Section 15-62 of the Municipal Code (Sign Code) regulates the Comprehensive Sign Plans (CSP). This property is allowed 757.23 square feet of total sign area based on current CSP regulations.

In addition, staff has identified two Electronic Message Center (EMC) signs that project into the City owned right-of-way along Gregory Street. The existing EMC, indicated as sign "G" on the proposed CSP, is currently covered under a license agreement. This license agreement will have to be amended at a later date to cover the proposed EMC (indicated as sign "C" on the CSP). A new license agreement must be executed in the future that will properly describe both of these encroachments.

### **RECOMMENDATION:**

Baseline Staff recommends City Council consider a **MOTION TO APPROVE WITH FIVE CONDITIONS** a Certificate of Appropriateness for a Comprehensive Sign Plan as submitted and included with this staff report. The conditions are as follows:

1. Prior to issuance of any Building, Electrical, and Sign Permits for signs that project into the public right-of-way, a license agreement pertaining to said signs shall be processed and approved by the City Council.
2. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the City Code.
3. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.
4. Any damage to the building façade, in particular the façade bricks, that results from installation or removal of old or new signs will have to be repaired with a same type of material. A repair will not constitute as valid if the repairs are patched up or painted over with any other type of material than was damaged. The repair must be of high quality material and work.
5. With the submittal of this Comprehensive Sign Plan, the applicant understands that all other signs not listed in the Plan will have to be removed, this includes but is not limited to:
  - a. Two "CASINO" signs facing the Gregory Street – repairs to façade needed
  - b. Gold painted window signs
  - c. "CASINO" sign on the rear entrance of the building
  - d. Any other signs not listed here that also are not part of the proposed CSP

**RESOLUTION DATE:**

February 12, 2014

**ORIGINATED BY:**

Freeman Signs o.b.o. Z Gaming, LLC.

**STAFF PERSON RESPONSIBLE:**

Vincent Harris, Baseline Corporation

**DOCUMENTS ATTACHED:**

Staff Report, and applicant's application

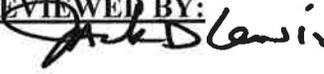
**CITY ATTORNEY REVIEW:**

Yes  No  N/A INITIALS \_\_\_\_\_

**SUBMITTED BY:**

**REVIEWED BY:**

 01/31/2014



Vincent Harris, Baseline Corporation

Jack D. Lewis, City Manager

# **Staff Report**



**STAFF REPORT: Certificate of Appropriateness Approval for a Comprehensive Sign Plan for the Z Casino (P-13-23)**

**For:** City Council  
**Project:** Z Casino Comprehensive Sign Plan (Previously Bullwhacker's)  
**Property Address:** 101 Gregory Street  
**Applicants:** Freeman Signs on behalf of Z Casino, LLC  
**Zoning:** GOLD District  
**Prepared by:** Zeljko Spiric, Baseline Corporation  
**Approved by:** Vincent Harris, Baseline Corporation  
**Reviewed by:** Cynthia Linker, CP&D



**BACKGROUND:**

On January 7, 2014, the City of Black Hawk received an application for a Certificate of Appropriateness for a Comprehensive Sign Plan (CSP) from Freeman Signs on behalf of the Z Casino, LLC. The intent of this submittal is to create a plan that will include 2 existing signs and allow installation of 6 new signs. Attached to this staff report is a copy of the CSP document that catalogues all proposed signs. The Casino is permitted 605.79 sq. ft. of sign area without a CSP and 757.23 sq.ft. (with the 25% additional allowance) with a CSP per the *existing sign code* (Chapter 15 of the Municipal Code). The total sign area allowed was calculated using the building frontages of the main Z Casino building and the neighboring Z Casino Administrative Services building located across Selak Street (see Image 1). This Comprehensive Sign Plan will apply to both buildings.

The proposed 8 signs total approximately 718.74 sq. in area (see Image 2). Among the proposed 8 signs are two Electronic Message Center signs (one already exists) that will be utilized to advertise the casino promotions and activities. These signs, indicated as "C" and "G" (existing), will be placed on the side of the building facing Gregory Street (see Image 3).



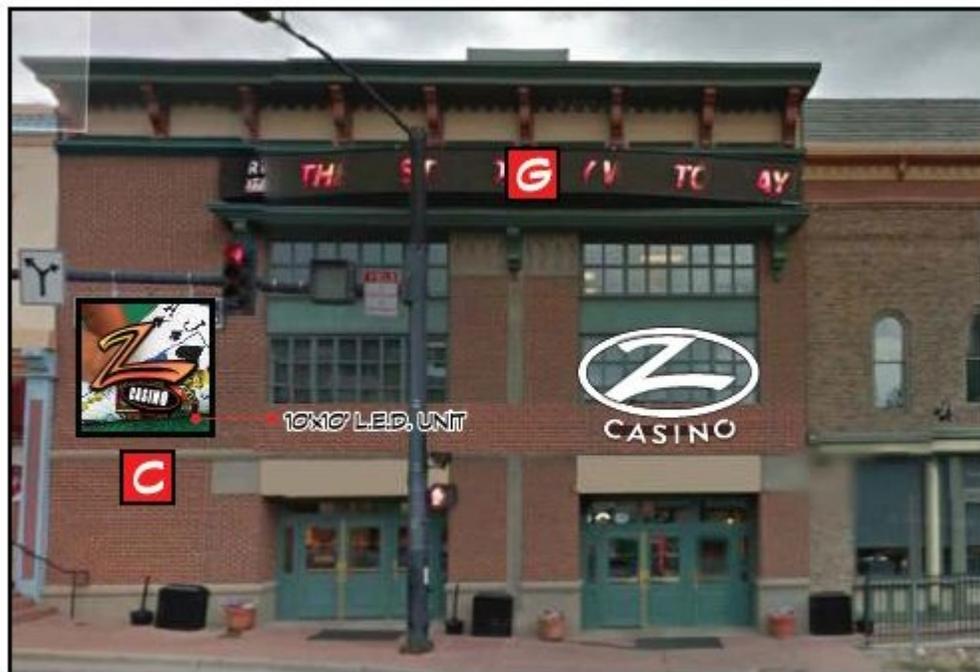
Image 1: Building Frontage Used for Sign Area Calculations

Image 2: Proposed Sign Details

PROPOSED SIGNAGE	REF.	COPY	SIZE	QTY.	TYPE	ILLUMINATION	ELEVATION	SQ. FT.
	<b>A</b>	Z CASINO	8'-11 5/8" X 14'	1	WALL	DIRECT	NORTHEAST	125.58
	<b>B</b>	Z CASINO	8'-11 5/8" X 14'	1	WALL	DIRECT	EAST	125.58
	<b>C</b>	LED. DISPLAY	10'-0" X 10'-0"	1	WALL	DIRECT	EAST	100.0
	<b>D</b>	Z CASINO	8'-11 5/8" X 14'	1	WALL	DIRECT	WEST	125.58
	<b>E</b>	PARK	4'-5" X 15'-0"	1	BLADE	DIRECT	NORTH	67.5
	<b>F</b>	Z VALET	6'-0" X 8'-0"	1	WALL	DIRECT	NORTH	48.0
	<b>G</b>	LED. DISPLAY EXISTING	3'-0" X 41'-2"	1	WALL	DIRECT	EAST	126.5
	<b>H</b>	WALL ART EXISTING	34'-0" X 34'-0"	1	MURAL	INDIRECT	WEST	N/A

TOTAL SQUARE FOOTAGE OF COMPREHENSIVE SIGN PLAN: 718.74

Image 3: Electronic Message Sign Placement Location



The proposed Comprehensive Sign Plan has been reviewed by staff for compliance with existing Chapter 15 (Sign Code – Sign Regulations) of the Black Hawk Municipal Code.

**APPLICABLE CITY OF BLACK HAWK REGULATIONS:**

Sections 15-62 and 16-366 of the Municipal Code (Sign Code) regulates the need for Comprehensive Sign Plans (CSP). This staff report relates the need for City Council to review and take action on the proposed Comprehensive Sign Plan. The Black Hawk Municipal Code requires a public hearing necessitating a notice in the paper and posting of the property. Both the notification and posting have been completed.

The CSP process is provided by the City of Black Hawk Municipal Code to offer more flexibility with the number, size, proportion and balance of signs. The City of Black Hawk Municipal Code permits a total allowable square footage of signage to be calculated at one square foot per linear foot of building frontage. Each building is allowed a minimum of 128 sq.ft. The CSP process allows for a total signage area calculated at 125% of the total allowed sign area. Excerpts from the Black Hawk Code as they relate to the regulation of Comprehensive Sign Plans are included below. These regulations are particular to this submittal and have been provided along with staff comments.

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

*Sec. 15-62. Comprehensive Sign Plans. The comprehensive sign plan is the device employed by the Historic and Architectural Review Commission and City Council to ensure an appropriate balance between building architecture, signage and neighborhood aesthetics.*

*Sec. 15-62(b) Submittal Applicability.*

- (1) Gaming establishments with a total floor area greater than fifty thousand (50,000) square feet. (Gaming establishments under fifty thousand [50,000] square feet may submit a comprehensive sign plan, but will not be required to do so.)*
- (2) Commercial center having a single tenant with fifty thousand (50,000) or more square feet.*
- (3) Nonresidential developments on sites of two and one-half (2½) acres or larger.*
- (4) Developments with six (6) or more nonresidential occupants.*
- (5) Planned unit developments located within Nonresidential Districts.*
- (6) Apartment projects of thirty-six (36) units or more employing ground signs greater than thirty-two (32) square feet each or wall signs in excess of the district's maximum sign area.*
- (7) Any development whose signage requires, by City Council action, coordination with its surrounding area or coordination with an approved design review.*
- (8) Comprehensive sign plans are not permitted within Residential Districts as defined by this Chapter.*

**Staff Comment: This development requires sign coordination with its surrounding area.**

*Sec. 15-62(d) Submittal requirements.*

*(1) Applicants must submit a detailed comprehensive sign plan with attached written stipulations to the Council for review and approval. Such stipulations shall consider all appropriate concerns including, but not limited to, the following items: location, relationship of the comprehensive sign program to adjacent properties, size, height, color, lighting, orientation, construction materials and typography.*

*(2) Comprehensive sign plans shall show all the signs, the location in site plan format and color renderings of the proposed signage. Where lighting will have a significant impact on the visual interpretation of the sign, color renderings should be submitted to show the effects of the proposed lighting.*

**Staff Comment: All regulations have been fulfilled.**

*Sec. 15-62(e)*

*No minimum or maximum standards are established for the comprehensive sign plan for individual signs. However the total sign area used may not exceed one hundred twenty-five percent (125%) of the permitted sign area as defined for each district. The sign plan shall be reviewed in terms of its impact on surrounding land uses and its compatibility with the purposes of this Article and with other City planning and zoning programs. Billboards and off-premises signs are not allowed within City limits.*

**Staff Comment: The proposed signs will be placed both on the main Z Casino building and the Z Casino Administrative Service building. As such, building frontage of both buildings is allowed to be considered in the calculation of the total sign area allowed. The total building frontage was calculated at 605.79 feet. Based on the above CSP regulations the Z Casino is permitted a total of 757.23 sq.ft.**

*Sec. 15-62(g)*

*Council review and approval. Within thirty (30) days of receipt of a complete application, the Council shall act to approve, approve with conditions or deny the application for comprehensive sign plan approval. The comprehensive sign plan shall be approved if:*

*(1) Implementation of the comprehensive sign plan will provide signage more compatible with the surrounding development than strict compliance with this Code;*

**Staff Comment: The proposed signs are compatible with the other casino signs that surround the property in the heart of Black Hawk's gaming district. While the previous signs had traditional/historic type of character, the new signs are contemporary in character with a progressive design and style that is keeping up with the business advertising methods. The traditional architectural character of the building is not modified with this request and does not have a proposed design that hides the historic character. The new signs proposed are unique in that they have no solid backing and are an open (see-through) design.**

**It is also important to note that the proposed Electronic Message Center (EMC) sign, indicated as sign “C” on the CSP, is proposed to be placed essentially under the arm of the intersection traffic light. Staff has continued to address this item of concern with the casino owner that such sign location could cause a concern for traffic safety. The original discussion of this EMC had it being larger and directly behind the actual traffic light on the signal mast arm. However, this proposed sign placement is now lower on the building and essentially is not too different than other EMC signs similarly placed on other buildings in the GOLD district – i.e. Other EMC signs on some other casinos are near traffic lights.**

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

**Staff Comment: The proposed signs are compatible with surrounding properties in terms of size and scale. The signs do not over-encumber the façade of the subject building and complement the existing architecture. The circular Z Casino signs are see-through and allow the historical architecture to be seen behind the signs.**

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

**Staff Comment: Both existing and new signs are consistent in both size and form with the architecture and site characteristics. See also the comments above in sub-sections 1 and 2.**

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

**Staff Comment: The proposed signs appear to meet the objectives of the City’s standards and relate well with community design and aesthetics.**

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

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

*(6) Implementation of the comprehensive sign plan will result in a substantial reduction in the number and area of perimeter freestanding signs associated with the project as compared to strict compliance with this Code.*

**Staff Comment: No freestanding signs are proposed.**

## **STAFF COMMENTS:**

Staff from Baseline Corporation have reviewed and evaluated the prepared Comprehensive Sign Plan provided for the Z Casino and finds the document to be in compliance with the regulations established in Sec. 15-62(e), which states that the total sign area used may not exceed one hundred twenty-five percent (125%) of the permitted sign area. The CSP document includes approximately 718.74 total square feet of sign area. The total permitted sign area for the Z Casino, based on building street frontage, is 757.23 sq.ft.

Also, staff has identified two Electronic Message Center signs (EMC) and a wall art sign during this review. The electronic message signs project into the City owned right-of-way along Gregory Street. The existing EMC, indicated as sign “G” on the proposed CSP, is currently covered under a license agreement. This license agreement will have to be amended to cover the proposed EMC (indicated as sign “C” on the CSP). Finally, the wall art has been included as part of this CSP, but has not been counted against the total sign area allowed, as this is permitted per current Sign Code, Chapter 15 of the Black Hawk Municipal Code.

At this time, Staff recommends that the existing license agreement be amended in the near future to accommodate the second proposed EMC sign. A condition to this need is included below.

In summary, Staff recommends that the proposed Comprehensive Sign Plan for the Z Casino be approved and a Certificate of Appropriateness be granted, subject to following five conditions:

1. Prior to issuance of any Building, Electrical, and Sign Permits for signs that project into the public right-of-way, a license agreement pertaining to said signs shall be processed and approved by the City Council.
2. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the City Code.
3. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.
4. Any damage to the building façade, in particular the façade bricks, that results from installation or removal of old or new signs will have to be repaired with a same type of material. A repair will not constitute as valid if the repairs are patched up or painted over with any other type of material than was damaged. The repair must be of high quality material and work.
5. With the submittal of this Comprehensive Sign Plan, the applicant understands that all other signs not listed in the Plan will have to be removed, this includes but is not limited to:
  - a. Two “CASINO” signs facing the Gregory Street – repairs to façade needed
  - b. Gold painted window signs
  - c. “CASINO” sign on the rear entrance of the building
  - d. Any other signs not listed here that also are not part of the proposed CSP

## **FINDINGS:**

Within thirty (30) days of receipt of a complete application, the City Council may approve, conditionally approve, or deny the application for Comprehensive Sign Plan. Sections 15-62 (a) Purpose and (b) Applicability provide the ability of the property owner to submit the application. Following are findings that can be referred to relate to the criteria in Section 15-62 (g):

- (1) Implementation of the comprehensive sign plan will provide signage more compatible with the surrounding development than strict compliance with this Code;
- (2) Implementation of the comprehensive sign plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood;
- (3) Implementation of the comprehensive sign plan will provide signage consistent with the architecture and site plan characteristics of the proposed project;
- (4) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics;
- (5) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives cited in the comprehensive sign plan statement of purpose; and
- (6) Implementation of the comprehensive sign plan will result in a substantial reduction in the number and area of perimeter freestanding signs associated with the project as compared to strict compliance with this Code.

### **RECOMMENDATION:**

Baseline Staff recommends City Council consider a **MOTION TO APPROVE WITH FIVE CONDITIONS** a Certificate of Appropriateness for a Comprehensive Sign Plan as submitted and included with this staff report. The conditions are as follows:

1. Prior to issuance of any Building, Electrical, and Sign Permits for signs that project into the public right-of-way, a license agreement pertaining to said signs shall be processed and approved by the City Council.
2. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the City Code.
3. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.
4. Any damage to the building façade, in particular the façade bricks, that results from installation or removal of old or new signs will have to be repaired with a same type of material. A repair will not constitute as valid if the repairs are patched up or painted over with any other type of material than was damaged. The repair must be of high quality material and work.
5. With the submittal of this Comprehensive Sign Plan, the applicant understands that all other signs not listed in the Plan will have to be removed, this includes but is not limited to:
  - a. Two “CASINO” signs facing the Gregory Street – repairs to façade needed
  - b. Gold painted window signs
  - c. “CASINO” sign on the rear entrance of the building
  - d. Any other signs not listed here that also are not part of the proposed CSP

#### Attachments:

- Land Development Application Form
- Proposed Comprehensive Sign Plan document

# **Applicants Submittal**



101 GREGORY ST, BLACK HAWK, CO 80422

**COMPREHENSIVE SIGN PLAN**

1.23.14

PREPARED BY:



**FREEMAN SIGNS**  
*A SIGN OF GOOD BUSINESS*  
**SINCE 1954**

3883 Monaco Parkway  
Denver, CO 80207

**PHONE:** 303.781.0106

**FAX:** 303.762.8293

**CONTACT:** JOE PROVOST

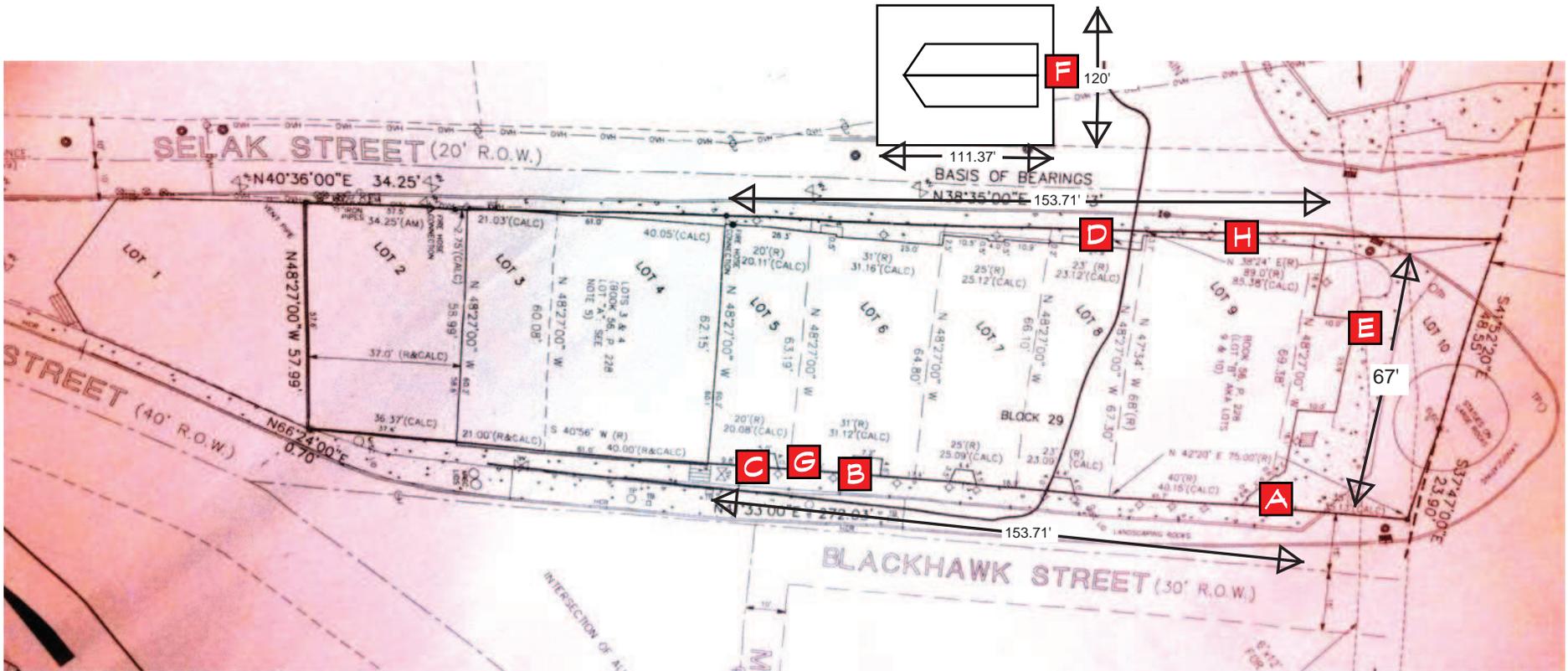
**CITY OF BLACKHAWK MAYOR'S CERTIFICATE**

THE FOREGOING CERTIFICATE OF APPROPRIATENESS  
IS APPROVED BY THE BOARD OF ALDERMEN OF THE  
CITY OF BLACK HAWK, CO.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

BY: \_\_\_\_\_  
MAYOR OF THE CITY OF  
BLACK HAWK

ATTEST: \_\_\_\_\_  
CITY CLERK



• PLOT PLAN N.T.S. •

**BUILDING FRONTAGE CALCULATION:**

GREGORY ST. / BLACK HAWK ST.	153.71'
HWY 119	187'
SELAKE ST.	265.08'
<b>TOTAL:</b>	<b>605.79'</b>

**ALLOWABLE SIGNAGE SQUARE FOOTAGE CALCULATION**

TOTAL BUILDING FRONTAGE = . **605.79'**  
 SECTION 15-62 COMPREHENSIVE SIGN PLAN ALLOWS UP TO 125%  
 OF ALLOWED SIGN AREA BY SECTION 14-44

**TOTAL ALLOWED SIGNAGE SQUARE FOOTAGE:**

**605.79' X 1.25 = 757.23 SQUARE FT.**

PROPOSED SIGNAGE	REF.	COPY	SIZE	QTY.	TYPE	ILLUMINATION	ELEVATION	SQ. FT.
	<b>A</b>	Z CASINO	8'-11 5/8" X 14'	1	WALL	DIRECT	NORTHEAST	125.58
	<b>B</b>	Z CASINO	8'-11 5/8" X 14'	1	WALL	DIRECT	EAST	125.58
	<b>C</b>	L.E.D. DISPLAY	10'-0" X 10'-0"	1	WALL	DIRECT	EAST	100.0
	<b>D</b>	Z CASINO	8'-11 5/8" X 14'	1	WALL	DIRECT	WEST	125.58
	<b>E</b>	PARK	4'-5" X 15'-0"	1	BLADE	DIRECT	NORTH	67.5
	<b>F</b>	Z VALET	6'-0" X 8'-0"	1	WALL	DIRECT	NORTH	48.0
	<b>G</b>	L.E.D. DISPLAY EXISTING	3'-0" X 41'-2"	1	WALL	DIRECT	EAST	126.5
	<b>H</b>	WALL ART EXISTING	34'-0" X 34'-0"	1	MURAL	INDIRECT	WEST	N/A

TOTAL SQUARE FOOTAGE OF COMPREHENSIVE SIGN PLAN: 718.74



**FREEMAN SIGNS**  
A SIGN OF GOOD BUSINESS  
SINCE 1954



3883 Monaco Parkway  
Denver, CO 80207  
PHONE: 303.781.0106  
FAX: 303.762.8293

**JOB NAME:**



**ADDRESS:**  
BLACKHAWK, CO.

**PHONE:**

**SALES:**

JOEPROVOST  
JPROVOST@FREEMANSIGNS.NET

**DESIGNER:**

J.P. EASTON

**DATE:**

15.13

**REVISIONS:**

THIS DESIGN PLANS ARE PROPERTY OF FREEMAN SIGNS AND ARE PRESENTED HERE FOR THE SOLE PURPOSE OF PURCHASING THESE PLAN OR A SIGN MANUFACTURED FROM THESE PLANS. IT IS FORBIDDEN TO DISTRIBUTE / EXHIBIT THESE PLANS TO ANYONE OTHER THAN THE EMPLOYEES OF YOUR COMPANY WITHOUT PRIOR WRITTEN CONSENT FROM FREEMAN SIGNS. USAGE OF THESE PLANS TO BUILD SIMILAR SIGNAGE OR USAGE OF ANY GRAPHICS INCLUDED WITHIN THESE DESIGN PLAN IS EXPRESSLY FORBIDDEN. UNAUTHORIZED USAGE OF THESE DESIGN PLANS WITHOUT PRIOR WRITTEN CONSENT FROM FREEMAN SIGNS WILL RESULT IN A CHARGE OF \$5,000 PER SHEET FOR REIMBURSEMENT OF TIME AND EFFORT. FREEMAN SIGNS WILL, TO THE BEST OF OUR ABILITIES, MATCH SPECIFIED COLORS AS PRECISELY AS POSSIBLE, BUT DUE TO THE LIMITATIONS OF COLOR PRINTING, COLORS SHOWN MAY NOT BE EXACT REPRESENTATIONS OF THE ACTUAL PANTONE OR SPOT COLORS CALLED OUT. ACTUAL COLORS ON FINISHED PRODUCTS WILL VARY DEPENDING ON SUBSTRATE MATERIALS AND PAINTS USED.

**CUSTOMER APPROVAL:**

X:

**DESIGN #:** 13-410R6

**PAGE #** 1 OF 7



• END VIEW •

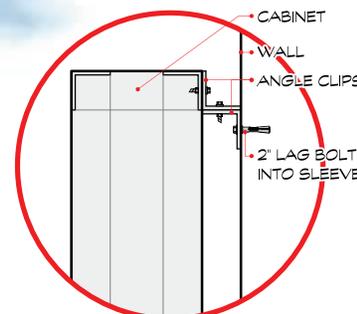


(1 EA.) ILLUMINATED EXTERIOR DISPLAY 3/8"x1'-0"

• 3" DEEP OVAL WITH RETURNS AND 1" RETAINER PAINTED BLACK. FACE TO BE 1/4" ACRYLIC. "DREAM" COLOR INTERNAL L.E.D. ILLUMINATION.

• 6" DEEP "Z" WITH RETURNS AND 1" RETAINER PAINTED SILVER. FACE TO BE 1/4" WHITE ACRYLIC. "DREAM" COLOR INTERNAL L.E.D. ILLUMINATION. NOTE: "Z" TO HAVE SEPARATE CONTROLLER FROM OVAL.

• 5" DEEP PAN/CHAN LETTERS WITH RETURNS PAINTED BLACK. FACES TO BE WHITE ACRYLIC WITH 1" BLACK TRIM CAP. ILLUMINATE WITH WHITE L.E.D.'S AS REQUIRED. LETTERS TO MOUNT TO RACEWAY PAINTED TO MATCH BUILDING.



• MOUNTING DETAIL •



• CONCEPTUAL VIEW OF NEW SIGNAGE •



• CONCEPTUAL NIGHT VIEW •



**FREEMAN SIGNS**

A SIGN OF GOOD BUSINESS  
**SINCE 1954**



3883 Monaco Parkway  
Denver, CO 80207

PHONE: 303.781.0106

FAX: 303.762.8293

**JOB NAME:**



**ADDRESS:**

**BLACKHAWK, CO.**

**PHONE:**

**SALES:**

**JOE PROVOST**

**JPROVOST@FREEMANSIGNS.NET**

**DESIGNER:**

**J.P. EASTON**

**DATE:**

**10.15.13**

**REVISIONS:**

THIS DESIGN PLANS ARE PROPERTY OF FREEMAN SIGNS AND ARE PRESENTED HERE FOR THE SOLE PURPOSE OF PURCHASING THESE PLAN OR A SIGN MANUFACTURED FROM THESE PLANS. IT IS FORBIDDEN TO DISTRIBUTE/ EXHIBIT THESE PLANS TO ANYONE OTHER THAN THE EMPLOYEES OF YOUR COMPANY WITHOUT PRIOR WRITTEN CONSENT FROM FREEMAN SIGNS. UNAUTHORIZED USAGE OF THESE DESIGN PLANS WITHOUT PRIOR WRITTEN CONSENT FROM FREEMAN SIGNS WILL RESULT IN A CHARGE OF \$5,000 PER SHEET FOR REIMBURSEMENT OF TIME AND EFFORT. FREEMAN SIGNS WILL, TO THE BEST OF OUR ABILITIES, MATCH SPECIFIED COLORS AS PRECISELY AS POSSIBLE, BUT DUE TO THE LIMITATIONS OF COLOR PRINTING, COLORS SHOWN MAY NOT BE EXACT REPRESENTATIONS OF THE ACTUAL PANTONE OR SPOT COLORS CALLED OUT. ACTUAL COLORS ON FINISHED PRODUCTS WILL VARY DEPENDING ON SUBSTRATE MATERIALS AND PAINTS USED.

**CUSTOMER APPROVAL:**

**X:**

**DESIGN #:** **13-410R6**

**PAGE #** **2** **OF** **7**



• END VIEW •

**B**

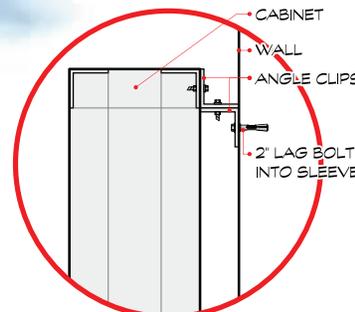
• (1 EA.) ILLUMINATED EXTERIOR DISPLAY

3/8"-1'-0" •

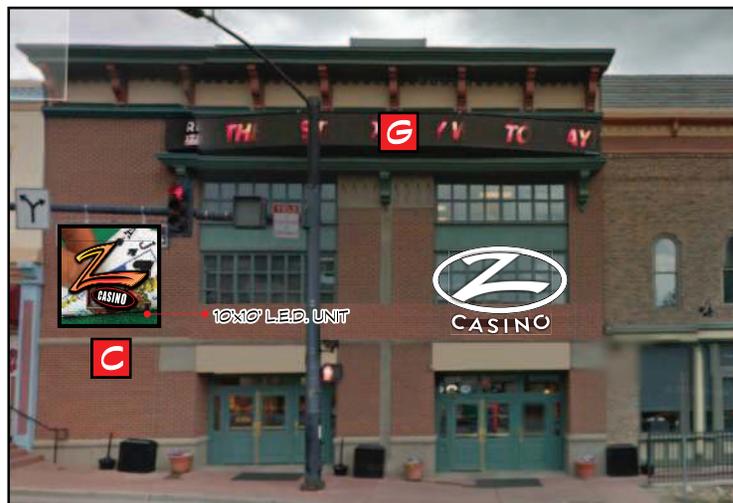
• 3" DEEP OVAL WITH RETURNS AND 1" RETAINER PAINTED BLACK. FACE TO BE 1/4" ACRYLIC. "DREAM" COLOR INTERNAL L.E.D. ILLUMINATION.

• 6" DEEP "Z" WITH RETURNS AND 1" RETAINER PAINTED SILVER. FACE TO BE 1/4" WHITE ACRYLIC. "DREAM" COLOR INTERNAL L.E.D. ILLUMINATION. NOTE: "Z" TO HAVE SEPARATE CONTROLLER FROM OVAL.

• 5" DEEP PAN/CHAN LETTERS WITH RETURNS PAINTED BLACK. FACES TO BE WHITE ACRYLIC WITH 1" BLACK TRIM CAP. ILLUMINATE WITH WHITE L.E.D.'S AS REQUIRED. LETTERS TO MOUNT TO RACEWAY PAINTED TO MATCH BUILDING.



• MOUNTING DETAIL •



• CONCEPTUAL VIEW OF NEW SIGNAGE •



• CONCEPTUAL NIGHT VIEW •



**FREEMAN SIGNS**

A SIGN OF GOOD BUSINESS  
**SINCE 1954**



3883 Monaco Parkway  
Denver, CO 80207  
PHONE: 303.781.0106  
FAX: 303.762.8293

**JOB NAME:**



**ADDRESS:**  
BLACKHAWK, CO.

**PHONE:**

**SALES:**

JOE PROVOST  
JPROVOST@FREEMANSIGNS.NET

**DESIGNER:**

J.P. EASTON

**DATE:**

10.15.13

**REVISIONS:**

THIS DESIGN PLANS ARE PROPERTY OF FREEMAN SIGNS AND ARE PRESENTED HERE FOR THE SOLE PURPOSE OF PURCHASING THESE PLANS OR A SIGN MANUFACTURED FROM THESE PLANS. IT IS FORBIDDEN TO DISTRIBUTE/EXHIBIT THESE PLANS TO ANYONE OTHER THAN THE EMPLOYEES OF YOUR COMPANY WITHOUT PRIOR WRITTEN CONSENT FROM FREEMAN SIGNS. USAGE OF THESE PLANS TO BUILD SIMILAR SIGNAGE OR USAGE OF ANY GRAPHICS INCLUDED WITHIN THESE DESIGN PLANS IS EXPRESSLY FORBIDDEN. UNAUTHORIZED USAGE OF THESE DESIGN PLANS WITHOUT PRIOR WRITTEN CONSENT FROM FREEMAN SIGNS WILL RESULT IN A CHARGE OF \$5,000 PER SHEET FOR REIMBURSEMENT OF TIME AND EFFORT. FREEMAN SIGNS WILL, TO THE BEST OF OUR ABILITIES, MATCH SPECIFIED COLORS AS PRECISELY AS POSSIBLE, BUT DUE TO THE LIMITATIONS OF COLOR PRINTING, COLORS SHOWN MAY NOT BE EXACT REPRESENTATIONS OF THE ACTUAL PANTONE OR SPOT COLORS CALLED OUT. ACTUAL COLORS ON FINISHED PRODUCTS WILL VARY DEPENDING ON SUBSTRATE MATERIALS AND PAINTS USED.

**CUSTOMER APPROVAL:**

X:

**DESIGN #:** 13-410R6

**PAGE #** 3 **OF** 7



• END VIEW •

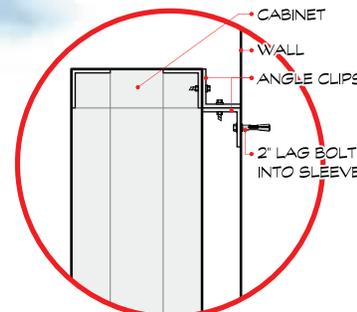


• (1 EA.) ILLUMINATED EXTERIOR DISPLAY 3/8"=1'-0" •

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• MOUNTING DETAIL •



• CONCEPTUAL VIEW OF NEW SIGNAGE •



• CONCEPTUAL NIGHT VIEW •



- NEW DIAMOND PLATE BACKGROUND.
- NEW RED ACRYLIC FACES WITH NEW INTERNAL RED LED LIGHTING.
- REPAINT FRAME BLACK, PAINT AROUND GOLD TRIM ELEMENTS.

**E** • CONCEPTUAL VIEW OF REFURBISHED SIGNAGE •



**FREEMAN SIGNS**  
*A SIGN OF GOOD BUSINESS*  
**SINCE 1954**



3883 Monaco Parkway  
 Denver, CO 80207  
 PHONE: 303.781.0106  
 FAX: 303.762.8293

**JOB NAME:**



**ADDRESS:**  
**BLACKHAWK, CO.**  
**PHONE:**

**SALES:**

**JOE PROVOST**  
 JPROVOST@FREEMANSIGNS.NET

**DESIGNER:**

J.P. EASTON

**DATE:**

10.15.13

**REVISIONS:**


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**CUSTOMER APPROVAL:**

X:

**DESIGN #:** 13-410R6

**PAGE #** 4 **OF** 7



**FREEMAN SIGNS**

**A SIGN OF GOOD BUSINESS  
SINCE 1954**



3883 Monaco Parkway  
Denver, CO 80207  
PHONE: 303.781.0106  
FAX: 303.762.8293

**JOB NAME:**



**ADDRESS:**  
BLACKHAWK, CO.

**PHONE:**

**SALES:**

JOEPROVOST  
JPROVOST@FREEMANSIGNS.NET

**DESIGNER:**

J.P. EASTON

**DATE:**

10.15.13

**REVISIONS:**

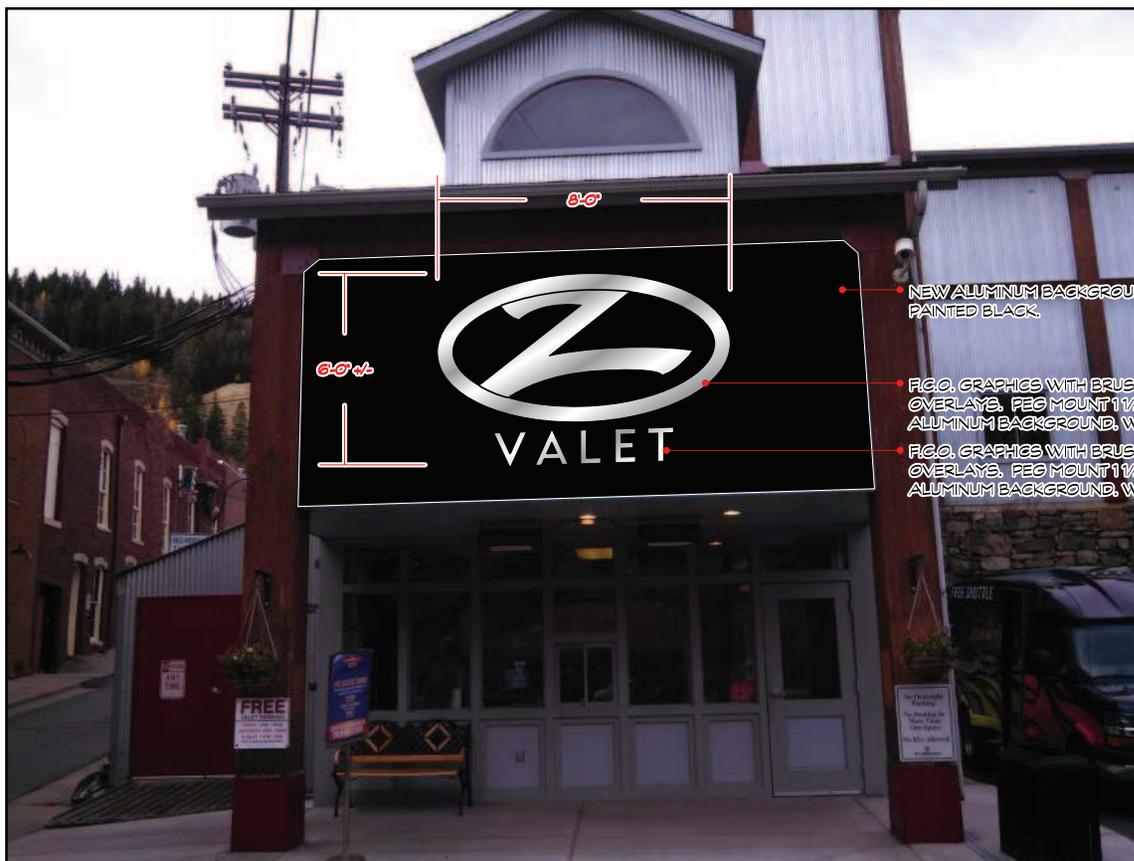

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**CUSTOMER APPROVAL:**

X:

**DESIGN #:** 13-410R6

**PAGE #** 5 **OF** 7



NEW ALUMINUM BACKGROUND PAINTED BLACK.

FIG. GRAPHICS WITH BRUSHED ALUMINUM OVERLAYS, PEG MOUNT 1 1/2" OFF OF ALUMINUM BACKGROUND, WHITE L.E.D. HALO ILLUMINATION.

FIG. GRAPHICS WITH BRUSHED ALUMINUM OVERLAYS, PEG MOUNT 1 1/2" OFF OF ALUMINUM BACKGROUND, WHITE L.E.D. HALO ILLUMINATION.

**F** • CONCEPTUAL VIEW OF NEW SIGNAGE •

**201 CHURCH STREET –  
AMEND SCOPE OF WORK  
AND PEH  
ARCHITECTURAL FEES**

## CITY OF BLACK HAWK

### REQUEST FOR COUNCIL ACTION

---

**CITY COUNCIL MEETING:**

February 12, 2014

**SUBJECT:**

**Amended Scope of Work and PEH Architectural Fees for New IT Facility at 201 Church Street**

This is a request to approve an amended scope of work and PEH architectural/consultant construction fees for the new IT Facility at 201 Church Street. This approval will amend the architectural/consultant construction document fees only and allow PEH Architects and their consultants to complete the amended design and provide construction administration services.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On August 14, 2013, City Council approved the initial scope of work and design fees for the IT Facility. Since that authorization, the building was approved for full demolition. As a result of that action, the interior design was fine-tuned to maximize the square footage. The amended design now includes a basement (mechanical/storage), first floor (server room/office cubicles/bathroom/work bench/kitchenette) and a second story Director's office with storage. With the recent proposed changes to the project scope, PEH has updated their design fees only. This adjusted fee schedule is summarized in the following key notes:

1. Additional planning, design, drafting and engineering for an added basement with new stair and exterior entry door.
2. Additional planning, design, drafting and engineering for an added second floor. Including modifications to the rear of the exterior envelope.
3. Additional drafting and engineering time for each of the consultants to re-work previous design work.

The original fee schedule and incremental fee increases are itemized below and included in the attached proposal. The attached proposal outlines the amended scope of work PEH and their consultants will perform as the design team for this rehabilitation project. PEH has analyzed the project and estimated the fee amounts utilizing the same fee structure approach as previous rehabilitation projects.

<b>PEH Architectural Services Architectural/Consultant Construction Documents Proposed Fee Increase New IT Facility - 201 Church Street</b>	
Architectural - Construction Documents	\$ 37,875.00
Consultant – Construction Documents Services	\$ 22,358.00
<i>(Based on 5/10/13 drawings) 649 s.f. First Floor (existing) 416 s.f. Second Floor (existing) Total GFA: 1,110 s.f. (no additional s.f. proposed) \$60,233.00 ÷ 1,100 s.f. = \$54.76/s.f.</i>	<b>\$ 60,233.00</b>
Architectural - Administrative Phase	\$ 16,875.00
Consultant - Administrative Services	\$ 6,160.00
Project Closeout	\$ 2,490.00
Reimbursable	\$ 2,370.00
<b>Approved by City Council 8/14/13</b>	<b>\$ 88,128.00</b>
Architectural	\$ 9,930.00
Civil	\$ 2,805.00
Structural	\$ 880.00
Mechanical / Plumbing	\$ 1,540.00
Electrical	\$ 1,100.00
Interior Design	\$ -
<b>Proposed Additional Fees (This fee is exclusive of the conceptual design sketching or design review meetings that were provided during November)</b>	<b>\$ 16,255.00</b>
<i>(Based on 9/23/13 drawings) 458 s.f. Basement Floor 706 s.f. First Floor 255 s.f. Second Floor Total GFA: 1,419 s.f. 1,100 original s.f. - 1,419 Proposed s.f. = 319 s.f. increase \$16,255.00 ÷ 319 s.f. = \$50.96/s.f.</i>	<b>\$ 16,255.00</b>
<b>Total</b>	<b>\$ 104,383.00</b>

**RECOMMENDATION**

Staff recommends City Council consider a **MOTION TO APPROVE** the Amended Scope of Work and PEH Architectural Fees for the new IT Facility at 201 Church Street.

**RESOLUTION DATE:**

February 12, 2014

**ORIGINATED BY:**

Community Planning and  
Development

**STAFF PERSON RESPONSIBLE:**

Cynthia L. Linker

**DOCUMENTS ATTACHED:**

PEH Scope of Work with  
Architectural Fees

**CITY ATTORNEY REVIEW:**

Yes  No  N/A  
INITIALS \_\_\_\_\_

**SUBMITTED BY:**



02/05/14

Cynthia L. Linker, CP&D

**REVIEWED BY:**



\_\_\_\_\_  
Jack D. Lewis, City Manager

**PEH ARCHITECTS**

PROJECT FEE ESTIMATE -HOURLY BASIS							
6/26/2013							
Revised 7/19/2013							
Revised 11/26/2013							
<b>Historic Grant Rehabilitation</b>							
201 Church Street - IT Facility							
Black Hawk, CO							
TASK DESCRIPTION	PEH	Proj. Mgr.	Senior CAD	Junior CAD	Ttl. Hrs.	Hourly	Remarks
Rate:	\$135	\$105	\$90	\$75		Total	
<b>Pre-design and administration services:</b>							
Scope Review Meetings	4	0	0	0	4		Includes travel time
Initial Site Visit walk through	4	0	0	0	4		Includes travel time
Site visit for As-Built Measurements	0	0	4	4	8		Verify As-Built drawings
As-Built Drafting	2	0	6	6	14		Draft existing plans and elevations
Scope development	0	0	0	0	0		no charge
Concept sketches	10	0	13	12	35		1/8" scale sketches
Concept Plan Review Meetings	8	0	0	0	8		Includes travel time
	28	0	23	22	73		
	\$3,780	\$0	\$2,070	\$1,650			
<b>PRE-DESIGN AND ADMINISTRATION SERVICES</b>						<b>\$7,500</b>	This portion complete & Paid
<b>Document research, design development, drafting, specifications and coordination with consultants:</b>							
1. Design new concrete foundation, crawl space, ventilation & foundation drainage.	2	8	6	6	22		
2. Infill framing at removed stair location and provide code compliant crawl space access.	0	3	3	4	10		
3. Frame opening for new wood stair --rise and run shall be residential code standards because of existing low head room at top of stair on Second Floor.	1	4	5	5	15		Stairs to comply with commercial code requirements
4. Sister/replace damaged New floor joists, replace subfloor and reuse historic flooring where feasible – design office live loads.	0	5	2	3	10		
5. Insulate between joists or at foundation wall as allowable.	0	3	2	3	8		
6. Modify existing attic access opening to be code compliant.	0	2	3	3	8		
7. Provide existing chimney with new supports above ceiling joists.	1	3	4	4	12		
8. Infill framing at 3 skylight openings-	0	0	0	0	0		
9. Remove skylight on west shed roof.	0	0	0	0	0		
10. Infill removed vent openings-	0	0	0	0	0		
11. Remove existing roof and install new asphalt shingle roof.	0	2	3	3	8		
12. Install new gutters and downspouts at eaves.	0	3	3	2	8		
13. Construct hip roof porch with supports/ columns-	0	0	0	0	0		
14. Infill several window openings with framing and splice in siding to match existing.	0	0	0	0	0		
15. Fill stud cavity of exterior walls with spray foam insulation	0	2	2	3	7		
16. Remove and replace new concrete sidewalks adjacent to building.	0	1	1	1	3		
17. Deconstruct-Reconstruct rock retaining wall and stone stair (marked wood stair on site plan) immediately south of house.	1	3	4	4	12		
18. Construct stone retaining between 201 and 211 Church Street. Install (3) 20' tall flag poles.	0	7	3	3	13		
19. Construct stone retaining wall along east edge of Church Street extension.	0	3	2	2	7		
20. Excavate earth and construct new stone retaining walls for new parking and site generator.	1	3	2	3	9		
21. Construct screen wall with parking bollards at generator location.	0	2	7	3	12		
22. Pour new asphalt paving along Church Street and at new parking.	0	2	2	1	5		
23. Provide new access via new perforated steel stair with guardrail at south end of new parking.	0	9	7	8	24		concrete stair
24. Remove and Replace all existing deteriorated/rotted/missing siding, trim, fascias and soffits.	0	2	3	3	8		
25. New three color paint scheme for siding and trim.	0	3	4	4	11		Includes color selection for 1 scheme
26. Replace exterior doors and frames with period style wood doors.	0	2	1	3	6		
27. Replace vinyl windows with New aluminum clad multi-paned wood windows with screens.	1	6	3	3	13		
28. Design new interior plan for 1 <sup>st</sup> and 2 <sup>nd</sup> floor.	3	6	8	8	25		
29. Install new cabinetry and appliances in WORK AREA.	1	2	4	4	11		
30. Replace existing interior wall and ceiling finishes with to be gypsum board.	0	2	2	3	7		
31. Replace floor finishes throughout with wood, tile or carpet.	0	2	1	2	5		
32. Replace interior doors with to be period style wood doors.	0	2	2	2	6		
33. Install new HVAC system with commercial grade furnace, with A/C and water heater.	1	6	3	1	11		Coord. w/ Consulting engr.
34. Install new outdoor/ indoor HVAC system for SERVER.	1	3	2	0	6		Coord. w/ Consulting engr.
35. Replace New electrical wiring and fixtures.	0	2	3	0	5		Coord. w/ Consulting engr.
36. Replace New interior plumbing.	0	3	2	1	6		Coord. w/ Consulting engr.
37. Demolish wood deck and foundations-	0	0	0	0	0		
38. Demolish the (3) existing wood sheds-	0	0	0	0	0		
39. Demolish current entry portico, shutters, second story deck, outbuilding-	0	0	0	0	0		
40. Demo existing 3 trapezoid clearstory windows on west elevation.	0	0	0	0	0		
<b>Add services for adjustment in scope</b>							
41. Design new basement floor plan layout.	3	8	7	7	25		
42. Design new basement stair.	2	7	5	7	21		
43. Design new second floor addition with new access stair.	3	12	10	9	34		

**PEH ARCHITECTS**

PROJECT FEE ESTIMATE -HOURLY BASIS							
6/26/2013							
Revised 7/19/2013							
Revised 11/26/2013							
<b>Historic Grant Rehabilitation</b>							
201 Church Street - IT Facility							
Black Hawk, CO							
TASK DESCRIPTION	PEH	Proj. Mgr.	Senior CAD	Junior CAD	Ttl. Hrs.	Hourly	Remarks
Rate:	\$135	\$105	\$90	\$75		Total	
3 part specifications	2	8	6	10	26		
Update drawings after full demo of interior finishes	0	0	0	0	0		Hourly if provided after DD
City/client review meetings	12	12	0	0	24		3 mtgs (at SD, DD & CD review)
City/client Interior design review meetings	12	12	0	0	24		3 mtgs (at SD DD & CD review stage)
Pre-Bid Meeting with Contractors	0	4	0	0	4		Includes travel time
Clarifications/addendum to GCs during bidding	2	4	7	0	13		
CONDOC update to include clarification/addendum items	1	4	4	6	15		Yellow dwg sheets - "Issue for Const."
	50	177	138	134	499		
<b>TOTAL CONSTRUCTION DOCUMENTS</b>	<b>\$6,750</b>	<b>\$18,585</b>	<b>\$12,420</b>	<b>\$10,050</b>			<b>\$47,805</b>
				Add			
<b>Consultant CONDOC Services</b>		previous		<b>Services</b>			
Civil		\$5,858		\$2,805		\$8,663	Includes 2 site visit
Structural		\$4,180		\$880		\$5,060	Includes 1 initial site visit
Mechanical & Plumbing		\$5,720		\$1,540		\$7,260	Includes 1 initial site visit
Electrical		\$2,640		\$1,100		\$3,740	Includes 1 initial site visit
Masonry Expert		\$0		\$0		\$0	
Interior Designer		\$3,960		\$0		\$3,960	Included 3 meetings
<b>TOTAL CONSULTANT CONDOC SERVICES</b>							<b>\$28,683</b>
<b>BREAK GROUND</b>							
<b>Architectural Construction Administration Phase</b>							
Pre-construction OAC mtg.	0	4	0	0	4		includes travel time
Shop drawing & product reviews	2	11	12	22	47		
Site observations - every other week	14	58	0	0	72		4 hr visit includes travel. 16 visits
Field Reports	0	16	16	16	48		
Clarifications/SK dwgs to GC if req'd	0	0	0	0	0		To be hourly if requested
	16	89	28	38	171		
<b>TOTAL ARCH. CONSTRUCTION ADMIN. PHASE</b>	<b>\$2,160</b>	<b>\$9,345</b>	<b>\$2,520</b>	<b>\$2,850</b>			<b>\$16,875</b>
<b>Consultant Construction Administration Services</b>							
Civil						\$1,430	Includes 2 site visits
Structural						\$2,640	Includes 3 site visits
Mechanical & Plumbing						\$1,210	Includes 2 Site visits
Electrical						\$880	Includes 2 Site visits
Interior Designer						\$0	No CA services
<b>TOTAL CONSULTANT CONST. ADMIN. SERVICES</b>							<b>\$6,160</b>
<b>Project Closeout</b>							
Final Punch List and Record Drawings	6	6	0	14	26		Includes travel time.
	\$810	\$630	\$0	\$1,050			
<b>TOTAL PROJECT CLOSEOUT</b>							<b>\$2,490</b>
Reimbursable allowance						\$1,155	Plots, prints, USPS
Mileage allowance						\$1,215	28 Trips of 70 miles at \$0.62 per mile
<b>TOTAL REIMBERSABLE ALLOWANCE</b>							<b>\$2,370</b>

**231 HORN STREET AND  
301 CHASE STREET –  
PRESERVATION  
EASEMENT CHANGE  
ORDERS**

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

---

**CITY COUNCIL MEETING:**

February 12, 2014

**SUBJECT:**     **Preservation Easement Change Order Information/Request for Approval for 231  
Horn Street Project**

The City is requesting approval of the attached Change Order #10 for \$13,084 for the project at 231 Horn Street.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

City Council approved the original contract amount of \$336,034 for the project at 231 Horn Street for the rehabilitation of the exterior portion of the house. The City passed Resolution 19-2013 that authorizes the City Manager control of a 10% contingency for City Projects, \$33,603.40 for this project. The attached change order results in an overage of said amount. The additional cost, over the 10% contingency, is \$11,784.60 or 3.51%.

The previous change orders for this project included a transfer of costs for the subfloor from the Rehabilitation Grant to the Preservation Easement (\$11,130) resulting from a misallocation of funds during the bid process, revised site design due to the inability of the homeowners to come to an agreement with the owners of 211 Horn St regarding the boundary line (\$5,579), Xcel Energy fees (\$7,234) that are reimbursable to the contractor due to the unknown costs prior to the project, additional excavation due to unforeseen bedrock elevations (\$7,819), and rework of the roof tie in at the junction between historic and non-historic areas of the house that was a result of the reconstructed West facing door (\$542). After Consilium Partners' review of the change orders, Big Valley lowered some costs by \$761. The total for previously approved change orders is \$32,304 or 9.51% of the original contract value.

The attached change order for utility work resulted from unforeseen conditions in Horn Street. Due to how utilities are located by the surveyor, there were unknown utilities in the street that require careful hand excavation to work around. When the contractor located the utilities in Horn Street prior to excavating the additional utilities were discovered. Due to the additional time to carefully excavate around the found utilities the contractor submitted an added lump sum cost of \$30,000. After careful vetting of the change order and negotiating with the contractor, the resulting added cost is \$13,084.

**RECOMMENDATION:**

Staff has reviewed the Change Order #10 and suggests the Board of Aldermen recommend **APPROVAL** of attached change to the Preservation Easement contract resulting in an add of \$13,084.

**RESOLUTION DATE:**

February 12, 2014

**ORIGINATED BY:**

City of Black Hawk

**STAFF PERSON RESPONSIBLE:**

Cynthia Linker, CP&D

**DOCUMENTS ATTACHED:**

Staff Report, Attachment

**CITY ATTORNEY REVIEW:**

Yes     No     N/A

INITIALS \_\_\_\_\_

**SUBMITTED BY:**



**REVIEWED BY:**



02/05/14

Cynthia L. Linker, CP&D

Jack D. Lewis, City Manager

**Owner Change Order**

**BIG VALLEY CONSTRUCTION, LLC**



62543 US Highway 40 Unit I  
 P.O. Box 1879  
 Granby, CO 80446  
 Office Phone: (970)887-1533  
 Fax: (970)887-1535

PROJECT: 231 Horn Street Rehabilitation  
 OWNER NAME: CoBH c/o Bill & Dixie Lovingier  
PO Box 68  
Black Hawk, CO 80422

CHANGE ORDER #: 10

DATE: 20-Nov-13  
 REISSUED: 28-Jan-14

REFERENCE: 7/15/2013 - PRESERVATION EASEMENT (EXTERIOR)

The agreement referred to above shall be modified as set forth below. If any portion of this change order is not acceptable, you must furnish Big Valley Construction, LLC a written notification of such non-acceptance within seven (7) calendar days of the date of this change order as listed above. In the absence of such notice of nonacceptance, after seven (7) calendar days the following change order will be deemed approved.

Item	Description	Quantity	Unit	Unit Price	Extension
1	Actual cost to complete deep utilities (Water and Sewer) due to discovery of unknown additional utilities (Storm sewer, fiber optic, electrical bank and water distribution), requiring hand excavation around unknown utilities, excavation procedures/sloped trench in lieu of trench boxes, thus resulting in over excavation (See attached Maximum Services activity log/costs).	1	LS	\$26,947	\$26,947
2	Credit cost of deep utilities base bid.	1	LS	-\$15,940	-\$15,940
3	Additional cost to provide asphalt at increased area of patch due to sloped excavation in lieu of trench box excavation. Drawings indicated a patch area of 316 SF. Actual size of patch required is 459 SF (Additional 143 SF).	143	SF	\$4	\$572
4	Contractors Overhead & Fee at 13%.	1	LS	\$1,505	\$1,505
<b>TOTAL</b>					<b>\$13,084</b>

The original Contract Sum was ..... \$336,034  
 Net Change by previously authorized Change Orders ..... \$32,304  
 The Contract Sum prior to this Change Order was ..... \$368,338  
 The Contract Sum will be increased or decreased by this Change Order in the amount of ..... \$13,084  
 The new Contract Sum including this Change Order will be ..... \$381,422

The Contract Time will be increased by 0 days

The date of Substantial Completion as of the date of this Change Order therefore is: 18-FEB-14

CoBH c/o Bill & Dixie Lovingier  
PO Box 68  
Black Hawk, CO 80422

Big Valley Construction, LLC  
62543 US Highway 40 Unit I, PO Box 1879  
Granby, CO 80446

By: \_\_\_\_\_

By: *Jerrin Sanyam*

Date: \_\_\_\_\_

Date: 28-Jan-14



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 maxservicesinc@gmail.com  
 www.maximumservicesinc.net

**Change Order Pay Request**  
**Big Valley Construction**  
**City of Blackhawk 231 Horn St. Rehabilitation**  
**Water & Sewer Replacement Progress Pay Estimate**

10/28/2013

ACTUAL COST TO DATE AND DAILY BREAKOUT

Item	Description					100% 14-Oct	100% 18-Oct	AN/50% 16-Oct	50% 17-Oct	50% 18-Oct	21-Oct	24-Oct
<b>I</b>	<b>Replace Water &amp; Sewer Services From Main to House</b>			<b>\$26,946.60</b>	<b>\$26,946.60</b>							
	Cat 314ECR Excavator	42.5 HR	\$110.00	4,675.00		4,549.5	8,800	9,495	4.5	275	7.5	1
	Cat 924K Wheel Loader	28 HR	\$100.00	2,800.00		3,300	3,500	3,500	5	250	5	
	Cat 305.5DCR Excavator	0 HR	\$80.00	0.00								
	Cat 305.5DCR Excavator w/ Hydraulic Breaker (If Required)	0 HR	\$110.00	0.00								
	Cat 299C Compact Track Loader	2 HR	\$90.00	180.00						90		
	Wacker DPU6055 Compactor	1 HR	\$35.00	280.00						52.5	5	
	Rock Drill (If Required)	0 HR	\$85.00	0.00								
	Tandem Dump Truck w/ Operator	38 HR	\$85.00	3,230.00			9,580.75	7,567.5	11.5	212.50		
	Operator	79.5 HR	\$45.00	3,577.50		7,533.75	13,585	14,315	9.5	15,337.5	17.5	3
	Foreman/ w Pickup	55.5 HR	\$65.00	3,607.50		5,533.75	10,650	8,240	14	7,524.75	6	
	Labor/ Pipe/ or	86 HR	\$45.00	3,870.00		5,5112.5	10,5472.5	15,5348.75	31.5	17,382.5	3.5	
	Sew Cutting	35 FT	\$4.00	140.00								
	Wet Tap Machine	1 LS	\$300.00	300.00		1,602.50	3,895	2,556.25		1,843.75		
	Dump Fees	0 EA	\$40.00	0.00								
	Crusher Fines (H2O Bedding) (Shallow Utilities Bedding)	30 TN	\$16.00	474.08	237							
	3/4" Screened Rock (SS Bedding)	15 TN	\$16.00	239.52								
	3/4" Road Base (Asphalt Prep)	0 TN	\$8.00	0.00								
	Pipe Parts	1 LS	\$2,623.00	2,623.00								
	Traffic Control	1 LS	\$500.00	500.00	250							
	Subsistence (5 Man Crew)	2 DY	\$225.00	450.00	450							

Total TAM To Date

\$26,946.60

Excludes: import of structural fill & export of unsuitable materials if onsite materials are unsuitable for backfill, extra work due to changes in design due to existing conditions, actual utility locations, or utilities conflicting with grades, shoring (if needed).

APPROX. 10,837.50 = work related to unknown utilities

COST TO COMPLETE DEEP UTILITIES

Authorized Signature of Acceptance \_\_\_\_\_

Date: \_\_\_\_\_

Sincerely,

Date: \_\_\_\_\_

Mark Nelson

Owner/ Member

Maximum Services Inc.



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**Proposal For Site Work & Utility Services**

**6/7/2013**

**To: Big Valley Construction**

**Project: 231 Horn Street**

**Location: City of Black Hawk**

**BASE BID**

<u>Description</u>	<u>Q'S</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Price</u>
<b><u>Divison 2 - Sitework</u></b>				
Site Access	1	LS	\$7,770.00	\$7,770.00
Demolition	1	LS	\$5,796.00	\$5,796.00
Grading & Excavating	1	LS	\$34,432.00	\$34,432.00
Drain Pipe	1	LS	\$9,712.00	\$9,712.00
Remove Extra Dirt From Site	1	LS	\$4,637.00	\$4,637.00
Topsoil	1	LS	\$5,200.00	\$5,200.00
Landscaping	1	LS	\$1,830.00	\$1,830.00
Tree Removal	1	LS	\$1,250.00	\$1,250.00
<b><u>Subtotal Divison 2 - Sitework</u></b>				<b>\$70,627.00</b>
<b><u>Divison 3 - Concrete</u></b>				
Walkways	1	LS	\$1,672.00	\$1,672.00
Drainage Swale	1	LS	\$2,908.00	\$2,908.00
Concrete Stairs	1	LS	\$350.00	\$350.00
<b><u>Subtotal Divison 3 - Concrete</u></b>				<b>\$4,930.00</b>
<b><u>Divison 4 - Masonry</u></b>				
Stone Retaining Walls (Excavation / Backfill)	1	LS	\$6,775.00	\$6,775.00
<b><u>Subtotal Divison 4 - Masonry</u></b>				<b>\$6,775.00</b>
<b><u>Divison 15 - Mechanical (Domestic Water / Sanitary Sewer)</u></b>				
Mechanical (Domestic Water / Sanitary Sewer)	1	LS	\$15,940.00	\$15,940.00
<b><u>Subtotal Divison 15 - Misc. Exterior Mechanical</u></b>				<b>\$15,940.00</b>
<b><u>Divison 16 - Electrical</u></b>				
Site Electrical	1	LS	\$3,035.00	\$3,035.00
<b><u>Subtotal Divison 16 - Electrical</u></b>				<b>\$3,035.00</b>
<b><u>Total</u></b>				<b>\$101,307.00</b>

Addendum 1 acknowledged.

Sincerely,

Date:

Mark Nelson  
 Owner / Member  
 Maximum Services Inc.

ADJACENT TO INLET FOR OVERFLOW (INCLUDED IN COST OF ROCK WALLS)

TIE ROOF DRAIN TO E OUTFALL @ BASE OF INV = ± 51.0  
INSTALL RODENT PROT OVER END OF PIPE

HORN 25' RIG

8" AREA INLET RIM = 60.58  
INV = 58.70

XCEL TO RE-ROUTE EXISTING POWER SERVICE IN CONDUIT TO NEW METER LOCATION (RE: MESH) (SEE NOTES)

NEW CURB STOP TO BE LOCATED A MIN. OF 24" AWAY FROM THE BASE OF THE WALL

INSTALL NEW WATER SERVICE (SEE DETAILS) TO BE INSTALLED WITH A MINIMUM OF 18" VERTICAL CLEARANCE BETWEEN GAS AND SEWER. REMOVE & RECONSTRUCT ASPHALT EXISTING RETAINING WALL AS NECESSARY FOR SERVICE INSTALLATION.

REMOVE EXISTING WATER SERVICE FROM THE HOUSE TO THE CORP. STOP AT THE MAIN. ABANDON AT CORP. STOP. & VERIFY EXISTING CONDITION COORDINATE WITH THE CITY PUBLIC WORKS DEPARTMENT FOR ABANDONMENT AND INSPECTION

EXISTING EDGE OF PAVEMENT (TYP)

ADDED ASPHALT PATCH

REMOVE & REPLACE EXISTING SANITARY SERVICE FROM THE HOUSE TO THE WYE AT THE MAIN. EXISTING WYE TO REMAIN & BE REUSED FOR NEW SERVICE.

RECONSTRUCT WALL AS REQ'D FOR SERVICE WORK (+/- 1/2")

CONNECT DOWNSPOUT TO STORM DRAIN SYSTEM (TYP) (SEE DETAILS)

RELOCATE POWER, CABLE, & TELEPHONE SERVICE METERS TO REAR OF HOUSE AS SHOWN. COORDINATE W/ SERVICE PROVIDERS FOR CONDUIT LOCATION. SEE NOTES.

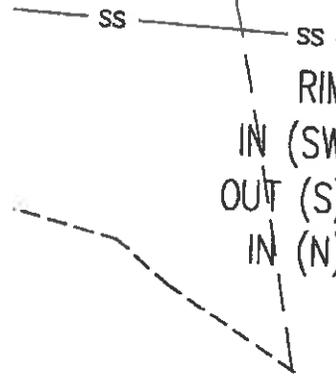
RECONSTRUCT TOP OF EXISTING WALL TO ELEVATE APPROX. 2 1/2" (TW=62.0)

PROVIDE PULL BOX AS REQUIRED FOR UTILITIES (COORDINATE WITH SERVICE PROVIDERS)

MARK LOCATIONS OF UTILITY SERVICES (VERIFY IN FIELD)

ASPHALT PATCHING AS REQUIRED FOR SERVICE WORK

MH  
RIM = 8158.5  
IN (SW) = 8153.1  
OUT (S) = 8146.4  
IN (N) = 8146.8



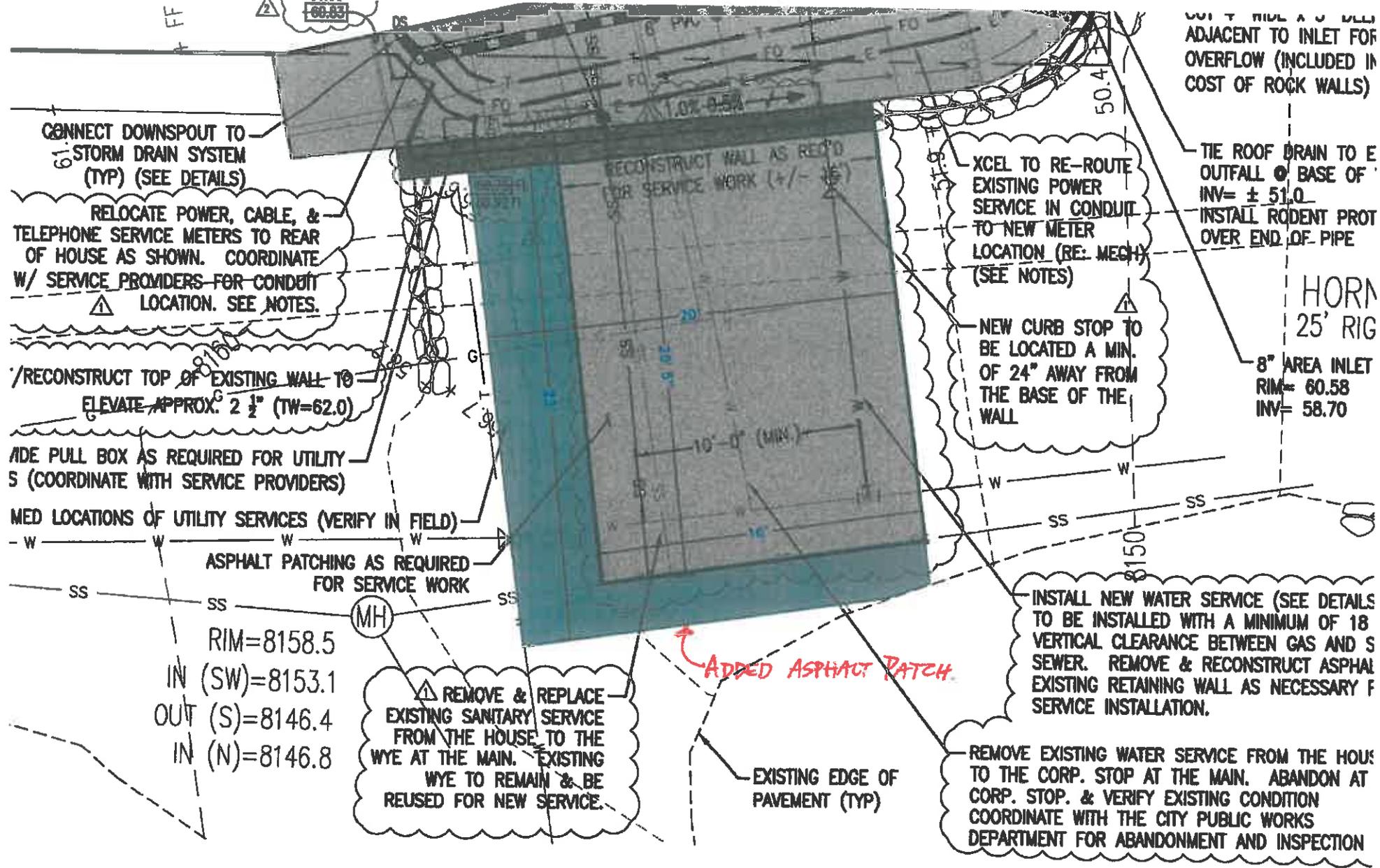
66.53

50.4

8150

1.0% 9-5%

10'-0" (MIN)





WIDER EXCAVATION CUT

LINKDOWN STORM

LINKDOWN FIBER OPTIC

LINKDOWN WTR. DIST.

LINKDOWN ELEC. BANK



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WEEK ENDING: 10/18/13 NAME: Ron Lindquist

2

Mon-10-14		6:30	7:00	.5	90/10	P.T./warm/fuel
		7:00	9:00	2.0		P.U. 299 from Matthews move to Wagner
		9:00	10:00	1.0		Drive time to Black Hawk
	1304	10:00	1:00	3.0		Spoils from 301 chase to dump site (3)
		1:00	4:00	3.0		Chase St. to Wagner/commerce city + Back - 299
	1304	4:00	4:30	2.5		Grout + tent holes

5

Tue. 10-15		7:00	7:30	.5		P.T./warm 90 drop 40
	1305	7:30	2:00	6.5		Spoils to Bottom of Chase (3)
		2:00	3:00	1.0		Expose utilities @ Horn
	1305	3:00	5:30	2.5		Asphalt to Everist 1 load

5

Wed 10-16		7:00	7:30	.5		P.T./warm/Fuel 90
		7:30	9:00	1.5		Drive time Yard to Black Hawk
	1305	9:00	1:30	4.5		Expose utilities
		1:30	4:30	3.0		Spoils from <del>230</del> 231 Horn to Chase (5)
		4:30	6:30	2.0		load + haul asphalt from Horn to Yard

Thurs 10-17		6:30	7:00	.5		P.T/warm/Fuel 90
	1305	7:00	9:00	2.0		Yard to Everist dump asphalt → Black Hawk
	1305	9:00				Gravel from chase to Horn st - 90
			6:00			Class 1 fill Frei to 231 Horn
						Back fill 231 loads (2)

Fri 10-18	1305	9:00	12:30			Clear snow @ 231 Horn
		12:30				start back fill (2)
			5:30	5.0		Frei P.it to Horn st Class 1 fill (1)

51.5  
 Ron Lindquist

SIGNATURE

SUPERVISOR SIGNATURE



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WEEK ENDING: 10-11-03 NAME: Herb Haase

10-07-13	1306	7:30	5:30	10	Labor	Worked on drainage system
10-08-13	1306	7:00	5:30	16.5	Labor	Worked on drainage system
	1305	2:00	5:30		Labor	Worked on sewer line
10-09-13	1386	7:00	6:00	11	Labor	Scrapped steel - worked on footings
	1365	7:00	9:00		Labor	Dug hole for sewer line / underneath house
10-10-13	1306	7:00	6:30	11.5	Labor	Drilled holes for foundation. Hauled
<del>10-10-13</del>	<del>1306</del>	<del>7:00</del>	<del>6:30</del>	<del>11.5</del>	<del>Labor</del>	<del>rock.</del>

42

SIGNATURE *Herb Haase*

SUPERVISOR SIGNATURE



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WEEK ENDING: 10-18-13

NAME: Herb Haaser

10-14-13	1307	7:30	7:00	11.5	Laber	Hammer drilled Foundation
10-15-13	1307	7:00	6:00	11	Laber	Hammer drilled Foundation
10-16-13	1307	7:00	<del>6:00</del> 11:30	11.5	Laber	Hammer drilled Foundation
10-16-13	1306	11:30	6:00	6.5	Laber	Hammer drilled N.E. corner of foundation
10-17-13	1305	7:00	6:00	11	Laber	Helped hook-up water & sewer lines/backfill
10-18-13	1305	9:00	5:30	8.5	Laber	Scooped snow out of hole & surrounding areas. Mixed concrete - backfilled

553

SIGNATURE *Herb Haaser*

SUPERVISOR SIGNATURE







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WEEK ENDING: 10/18/13 NAME: Joe Payonb

10/14		7am	8am	1		started equip. gather tools
		8am	9am	1		unload tools, cut asphalt at 231 horn st
		9am	12pm	3		labor at 311 Chase St. Shovel + sweep foundation/bedrock. tighten hydraulic line on mini ex
				1.5		lunch
	1305	12:30	5pm	4.5		took material away from 231 Horn St, labor locating utilities - loader time 3hrs
10/15	1305	7am	12am	5		start equip. labor at 231 Horn St locating utilities dig under foundation into crawl space for <del>water</del> service.
		12pm	5pm	5		labor at 231 Horn St locating utilities taking away material with loader - loader time 2hrs
10/16	1305	7am	12am	5		labor at 231 Horn St locating utilities
		12pm	5:30	5.5		labor at 231 Horn St locating utilities, located main water line, general end of day clean up
10/17	1305	7am	2pm	7		install 4" sewer service + tap water line for water service at 231 horn
		2pm	5	3		back fill + general cleanup
10/18		9am	12am	3		clean up at 301 Chase - traffic plates
10/18	1205	12	5	5		backfill at 231 horn St.
					48 hrs	

SIGNATURE *J. Payonb*

SUPERVISOR SIGNATURE





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WEEK ENDING: 10/11/19

NAME: TOM COSTON

10-7	1306	7:00	5:00	10	B.F.U + INSTALL 4" PERF 6" SDRBS Add fills meet MARK 6:00 AM. @ Wagner 2 ★ 2 HRS TRAVEL mini 5HRS Lab Shoot Grade
10-8	1306	7:00	5:00	10	INSTALL 4" PERF FRONT OF HOUSE + Add fills mini 5HRS Knock Down Rock wall
	1305			3	Dig up Sewer Serv. + Dig out wall
				2	★ 2 HRS TRAVEL TIME
10-9	1219	7:00	5:00	10	325 Spread top soil + Fly Slope Horse Arena <del>2 HRS TRAVEL 60 miles</del> 1 HR TRAVEL <del>60 miles</del> ★
10-10	1219	7:00	5:00	10	325 Spread top soil Clean up 1 HR TRAVEL 60 miles ★
10-11	1219	7:00	3:00	8	325 Spread top soil Lab RAKE Shoulder 1 HR TRAVEL 60 miles ★
				55	

SIGNATURE Tom Coston

SUPERVISOR SIGNATURE



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 madnumservicesinc@gmail.com  
 www.madnumservicesinc.net

WEEK ENDING: 10-18

NAME: Tom Boston

10-14	<del>1305</del>	7:00	5:00	10		WARM up machines
10-14	1306	8:30	<del>5:30</del> 12:30		314	Dig OUT FRONT WALL LOAD TRUCK
	1305	12:30	5:00		314	EXC. FOR SEWER + H2O SERV.
				2		2 HR TRAVEL
10-15	1305	7:00	5:30	10.5	314	EXC. FOR SEWER + H2O SERV REMOVE ASPHALT
						Expose Shallow UTILITIES
				2		2 HR TRAVEL
10-16	1305	7:00				
		7:00	11:30	4.5	314	EXC. UNDER 24" CULVERT, START EXC.
						under shallow UTILITIES
		1:00	2:00	1		LOOK AT LOT in Silver Sheckle
		2:00	3:00	1		WAGNER pick up Hammer Packing
		3:00	6:30	3.5		LABOR Dig up sewer + H2O MAIN
				2		TRAVEL
10-17	1305	7:00	11:30	4		LABOR INSTALL SEWER SERV.
		11:00	12:00	1	314	Dig AROUND H2O MAIN
		12:00	2:30	2.5		LABOR INSTALL H2O SERV
		2:30	6:00	3.5	314	Back SEWER SERV H2O SERV BACK FILL
				2		TRAVEL

49.5

SIGNATURE Tom Boston

SUPERVISOR SIGNATURE



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WEEK ENDING: 10-26-13 NAME: TOM BOSTON

10-21	1305	7:00	2:30	75	314	Back Fill H2O + SEWER
		2:30	4:30	2		Labor Help with Gravel
				2		TRAVEL TIME
10-22	1305	7:00	12:00	5	314	Back Fill Front wall
		12:00	2:00	2		Labor Foundation drain + 6"
						Roof drain
		2:00	4:00	2	924	Haul Fill up from yard
		4:00	6:00	2	314	Spread fill
				2		TRAVEL TIME
10-23	1219	7:00	11:30	45		Service 325
		11:30	5:00	5.5	<del>314</del>	Spread DIRT Pile @ ARENA
					325	STRIP TOP SOIL
						MOVE MASON STONE + BURY
				1		TRAVEL TIME
10-24	1219	7:00	9:30	2.5	325	Shape ditch on slope @ ARENA
		9:30	12:00	2.5		move mason Rock Pallets TO BACK
						SCRAP ROCK Bury in South Slope @ ARENA
		12:00	4:00	4	325	Finish Ditch Spread TOPSOIL @ ARENA
				1		TRAVEL TIME
10-25	1219	8:00	10:30	2.5		WALK Smith DITCH
		10:30	1:00	2.5		WALK AROUND WITH CAZ PAINT STAMPS
	★	1:00	2:00	1.0		Expose 4" + 3" DRAIN E. of House + Sewer ROER
		2:00	4:00	(2)	1	Hour travel - Help Row SEAV. TRK.
				54.5		

SIGNATURE: Tom Boston

SUPERVISOR SIGNATURE



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WEEK ENDING 10/18/2013 NAME: Nicolas chavez

10/14/13	1307	7:30	9:00	1.5	Lab Loading Tool on and off warmat Equiment Loading
10/14/13	1307	9:00	11:00	2	Lab drilling founding Foundation
10/14/13	1307	11:00	5:00	7	BOSS Hammer founding Foundation
10/15/13	1307	7:00	8:30	1.5	Lab Loading Tool on-off warmat-Equi Loading Fuel
10/15/13	1307	8:30	12:30	4.5	BOSS Remove dirt
10/15/13	1307	12:30	6:00	5	Lab shovel and cleanup Foundation
10/16/13	1307	7:00	8:30	1.5	Lab warmat Equi Loading Tool on-off Fuel Equiment
10/16/13	1307	8:30	3:30	7	BOSS Hammer founding Foundation
10/16/13	1306	3:30	6:00	2.5	Lab <del>Hammer</del> Halp Drilling and 301
10/17/13		7:00	9:00	2	Lab warmat Equi Loading Tool fix 305.5 and fuel
10/17/13		9:00	11:30	4.5	Lab Lay SW Pipe and HORN
10/17/13	1307	11:30	6:00	4.5	BOSS Hammer founding Foundation
10/18/13		7:00	8:00	1.5	Lab work and Concrete work Compaction Backfill

9:00 AM  
START

53.5  
 SS

SIGNATURE Nicolas Chavez

SUPERVISOR SIGNATURE





10/10/13 3:51 PM



Wed 15:23 3/1/2011





DAILY WORK REPORT

<b>Project Name</b> 231 Horn Street, Black Hawk		<b>Project Number</b> 2013-053	<b>Date</b> 10/14/13	<b>Day of Week</b> MON
<b>Workforce on Site</b>				
<b>Company Name</b>	<b># of Persons</b>	<b>Work Summary</b>		
Big Valley Construction, LLC				
ALLEN	2	WARMBOARD INSTALL		
E. MOLTON	3	SET WINDOWS		
LABOR BUDDY		CLEAN FOR WATER TUBE		
MAXIMUM	2	12:00 START REPOSE UTILITIES		

**Changes**

Change	Requested By	Comments

**General**

Safety Meeting	
Problems	
Delays	
Back Charges	

**Visitors**

Owner	
Architect/Engineer	
Other	

**Inspections**

Inspection	Pass	Fail	Comments

**Weather**

Temperature	Wind	Rain	Snow	Delay	Comments
					1" RAIN & SNOW

**Equipment**

Item of Equipment	Subcontractor	Comments

**Materials Delivered**

Material	Company Receiving	Comments

**Injuries**

Name	Company	Comments



10/14/13



10/14/13



10/14/13



10/14/13



10/14/13

MAXIMUM SERVICES INC.

DAILY WORK REPORT

Date 10-15-13 Location \_\_\_\_\_ Begin 7:00 End 5:00 Job No. 1305

JOB CODE	EMPLOYEE'S NAME	WORK DESCRIPTION	EQ NO.	TOTAL HOURS
	Tom Boston	Exc. Trenches Sewer + H2O Serv.	314	8
	Tom Boston	Labor Pothole Utilities		2
	Joe	Haul off Spoils Push up	924	1
	Joe	Labor dig under foundation	1	2
	Joe	Pothole Utilities	1	9
	Ron	Haul Spoils to yard		7
	Ron	Haul 1 Load Asphalt Silv.		25
	Ron	LABOR		1
	MARK	Labor, Supervise		10

WORK DIARY Excavate H2O Serv. Trench to foundation  
Expose 24" Culvert, H2O Serv. + Sewer Serv.

Pot hole shallow utilities

We Exposed 2" Gas 1" Gas, Power cable, 4" Conduit  
and 2 6" Conduit

Town of Black Hawk OK for us to cut out  
section of 24" Culvert for dig access,  
we will band + collar when complete.

We Exposed utilities NOT located, 1" Gas, Fiber, 3" Conduit  
+ 2 6" Conduit



**DAILY WORK REPORT**

Project Name: 231 Horn Street, Black Hawk  
 Project Number: 2013-033  
 Date: 10/15/13  
 Day of Week: TUE

**Workforce on Site**

Company Name	# of Persons	Work Summary
Big Valley Construction, LLC		
LARRY RENDY	1	PROJECT WARMBOARD
UNHEP INSULATORS	2	HIT AREAS IN AFCH REPORT
MAXIMUM	4	OPENED STREET & BEGAN EXPOSING UTILITIES SEC ZONE BACK

**Changes**

Change	Requested By	Comments

**General**

Safety Meeting	
Problems	
Delays	
Back Charges	

**Visitors**

Owner	
Architect/Engineer	
Other	

**Inspections**

Inspection	Pass	Fail	Comments
COLOPPAO CODE	X		INSULATION INSPECT

**Weather**

Temperature	Wind	Rain	Snow	Delay	Comments

**Equipment**

Item of Equipment	Subcontractor	Comments

**Materials Delivered**

Material	Company Receiving	Comments

**Injuries**

Name	Company	Comments

**Supervisor**

## BIG VALLEY CONSTRUCTION, LLC



### Comments/Notes:

12:00 WALKED INTO MEETING W/ MAXIMUM  
AND CONSILVUM WHO HAD TPOV ON SPEAKER  
DISCUSSING CHANGE ORDER TIM WORK  
FOR MAXIMUM TO UPDATE UTILITIES TO PES  
MAXIMUM, CONSILVUM AND MATT  
DISCUSSED CUTTING OUT STORM SEWER  
TO PROVIDE BETTER MACHINERY ACCESS  
TO HELP EXPEDITE TIME INVOLVED  
(LESS MAN HOUR)

MAXIMUM HAS UNCOVERED  
2' GAS, MAIN STORM SEWER  
1/2" GAS  
3" DATA CONDUIT  
1 DIRECT BURIED TELECOM BUNDLE  
2 - 6" CONDUIT



10/15/13



10/15/15



10/15/13



10/15/13

10/15/13





10/15/13



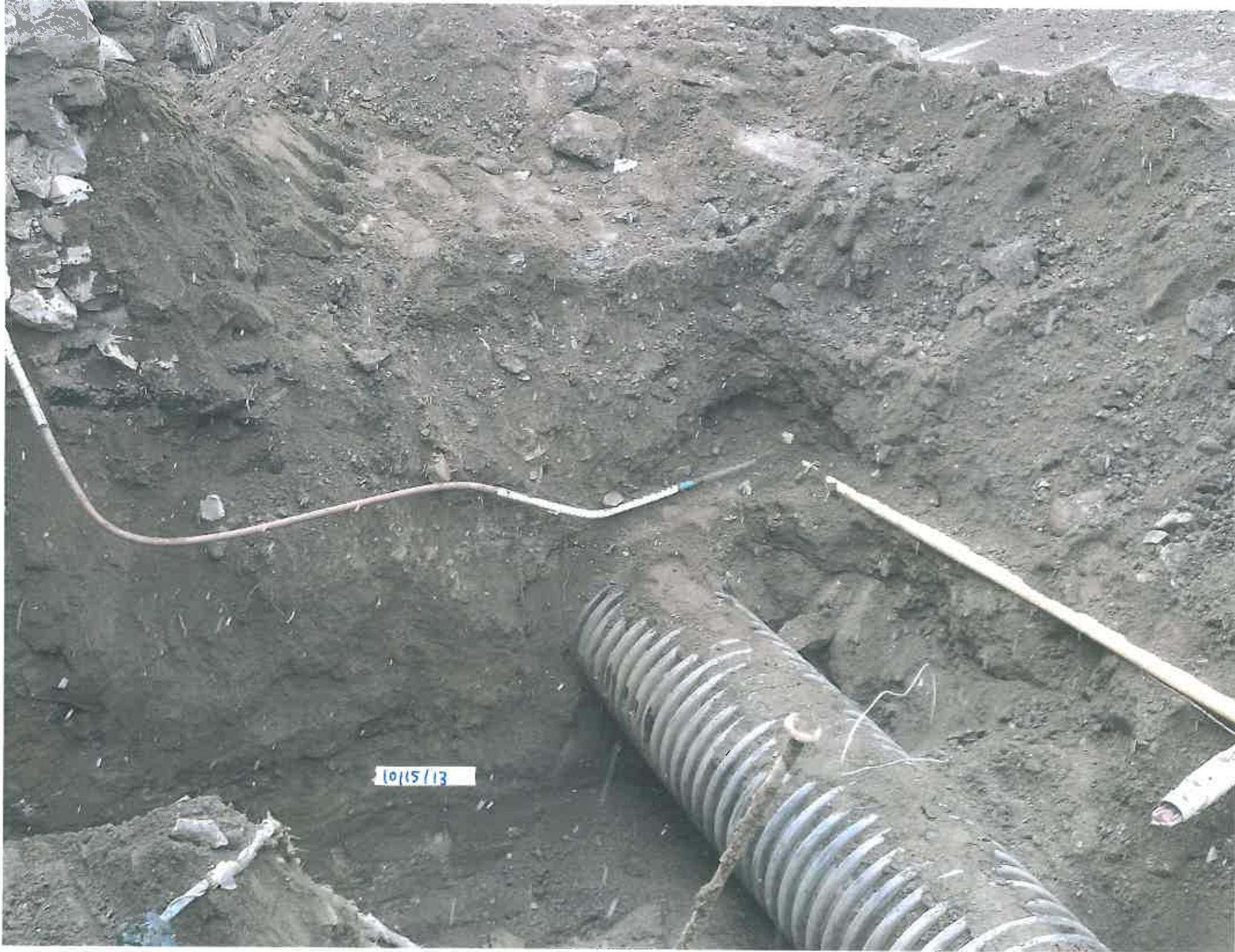
1011518



1015/13



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1015/13



1015113



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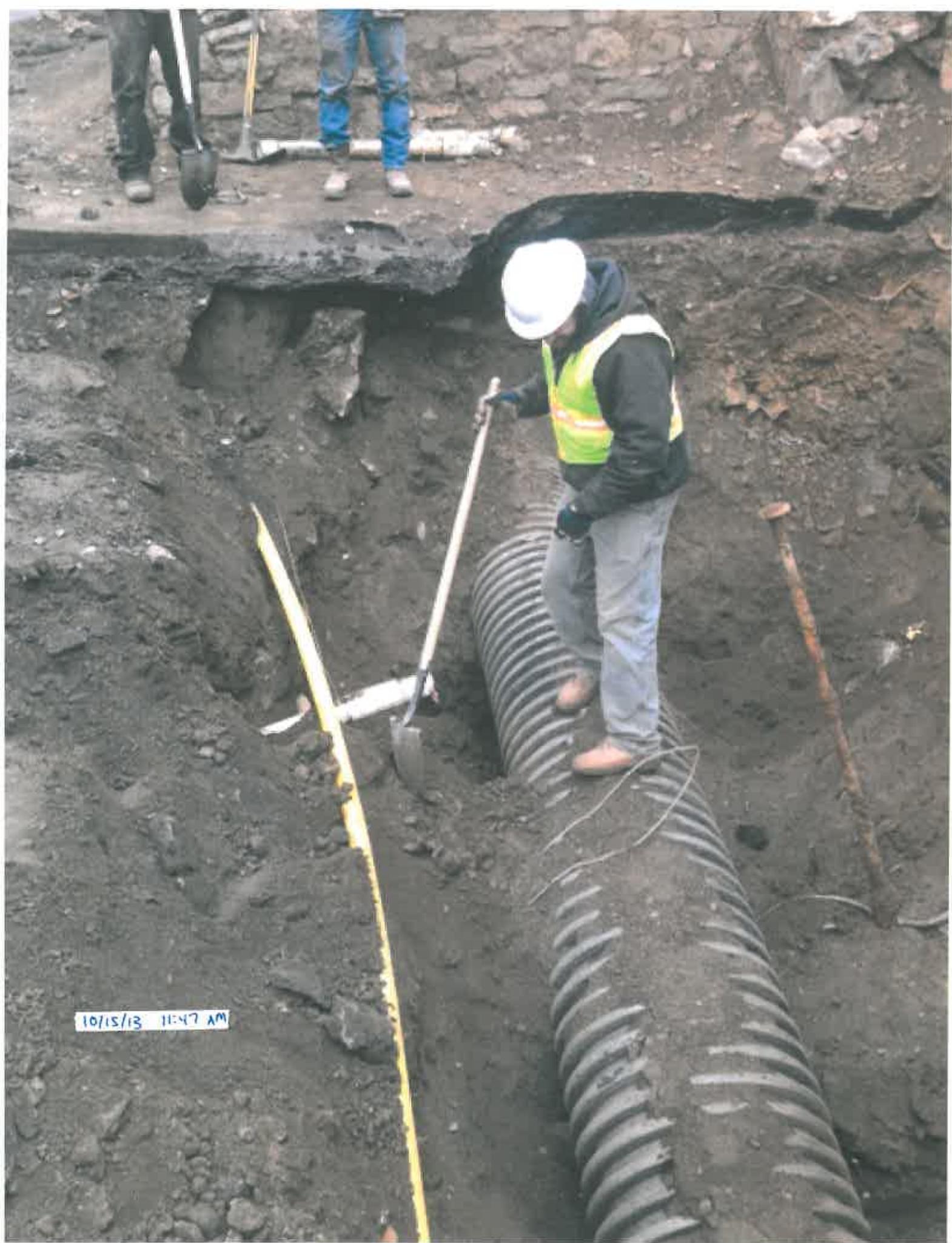
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## DAILY WORK REPORT

**Project Name** 231 Horn Street, Black Hawk     
 **Project Number** 2013-053     
 **Date** 10/16     
 **Day of Week** WED

### Workforce on Site

Company Name	# of Persons	Work Summary
Big Valley Construction, LLC		
Plumber	2	clean up loose ends
Towhee	1	install pocket doors, Back
RR	2	changed out round box @ front
MAXIMUM	4	CONTINUE EXCAV FOR UTILITIES UNCOVERED CURB STOP @ MAIN CAN SEE 1 HAD ALL MATERIAL OFF SITE

Changes	Requested By	Comments
Change		ASPHALT CUT OUT 20'x30'
RFT	PLUMBER	SPEC'D DRAIN IS NOT CORRECT FOR APP

### General

Safety Meeting	
Problems	
Delays	
Back Charges	

### Visitors

Owner	
Architect/Engineer	
Other	

### Inspections

Inspection	Pass	Fail	Comments

### Weather

Temperature	Wind	Rain	Show	Delay	Comments

### Equipment

Item of Equipment	Subcontractor	Comments

### Materials Delivered

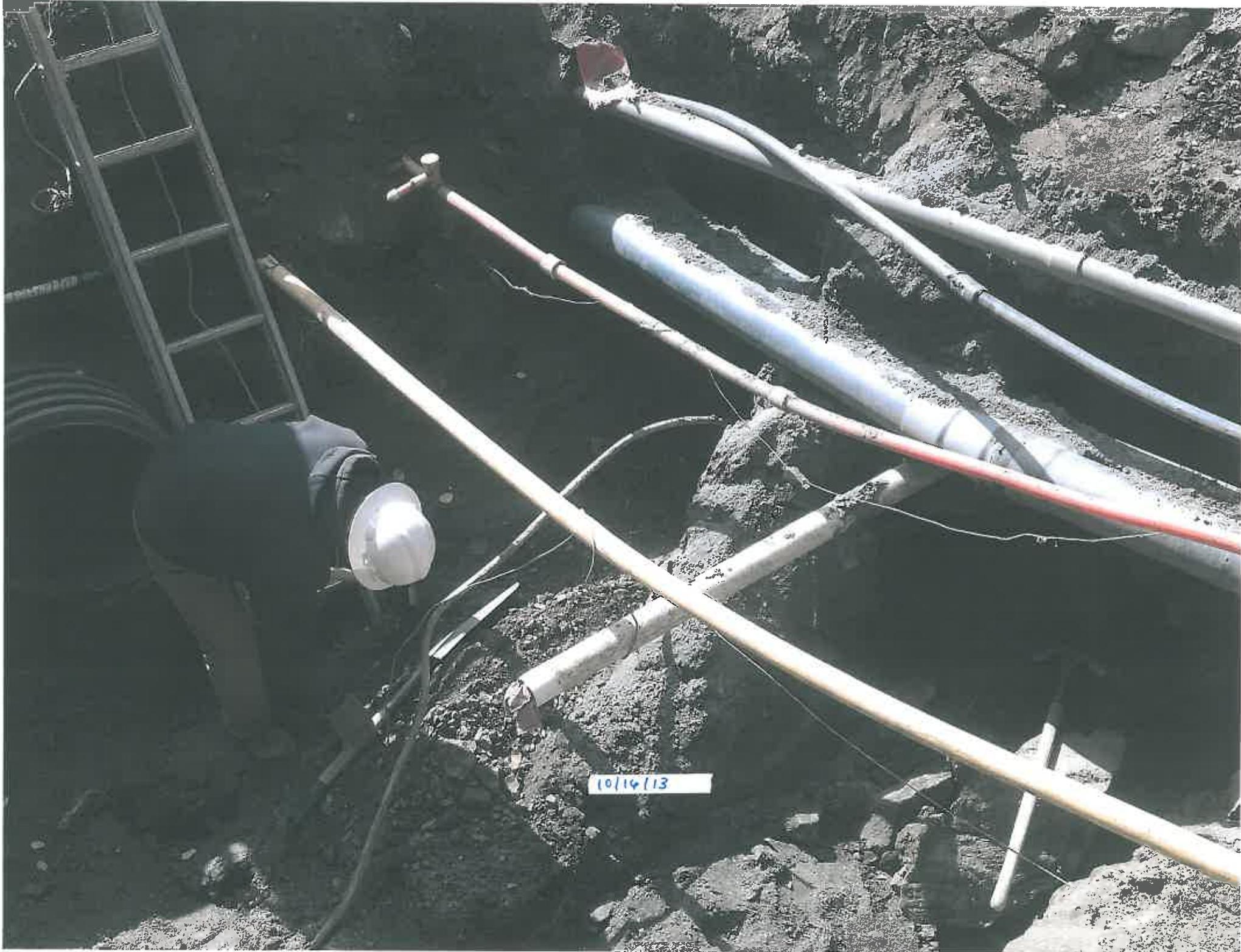
Material	Company Receiving	Comments

### Injuries

Name	Company

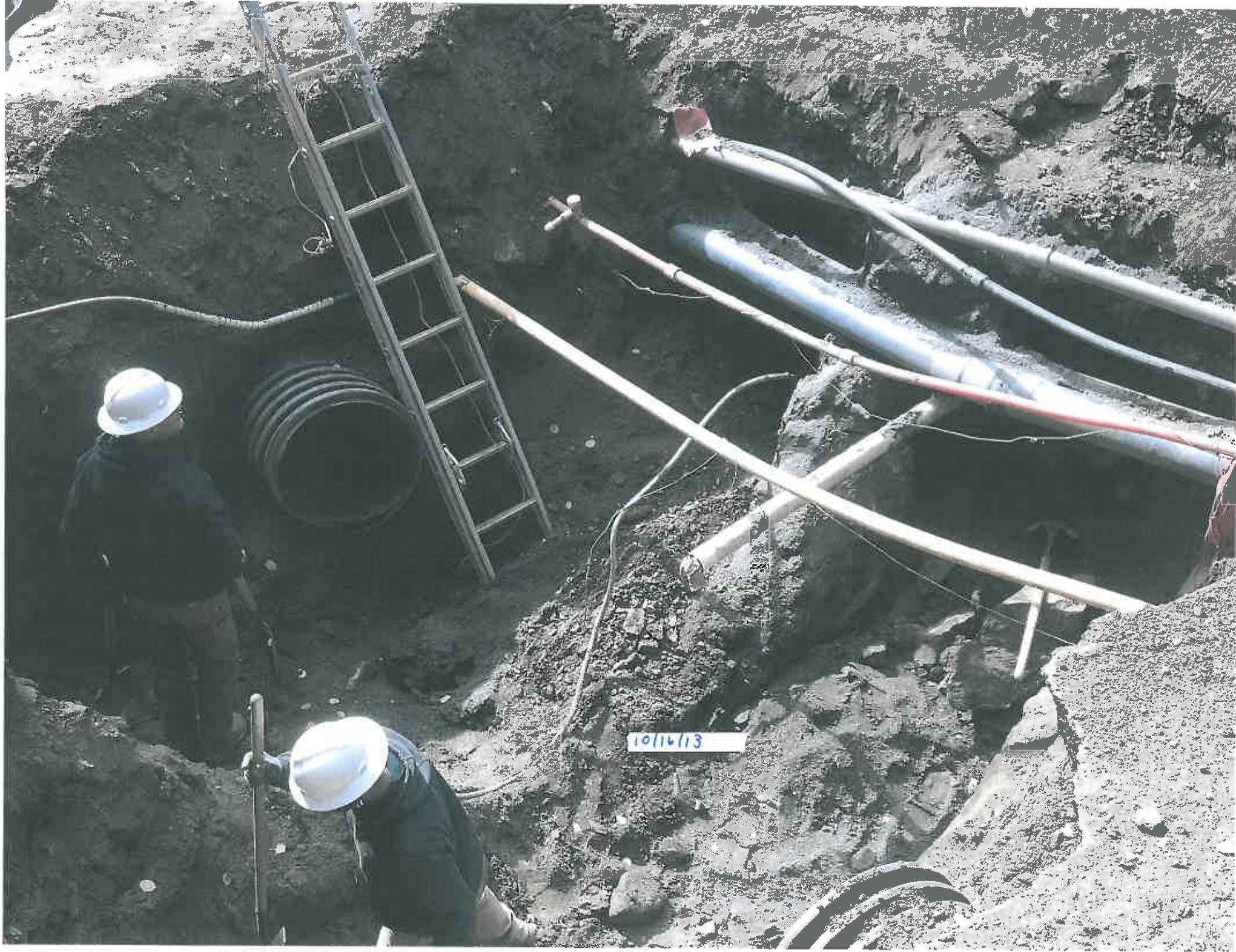


1016113





10/16/13



10/16/13







10/14/13



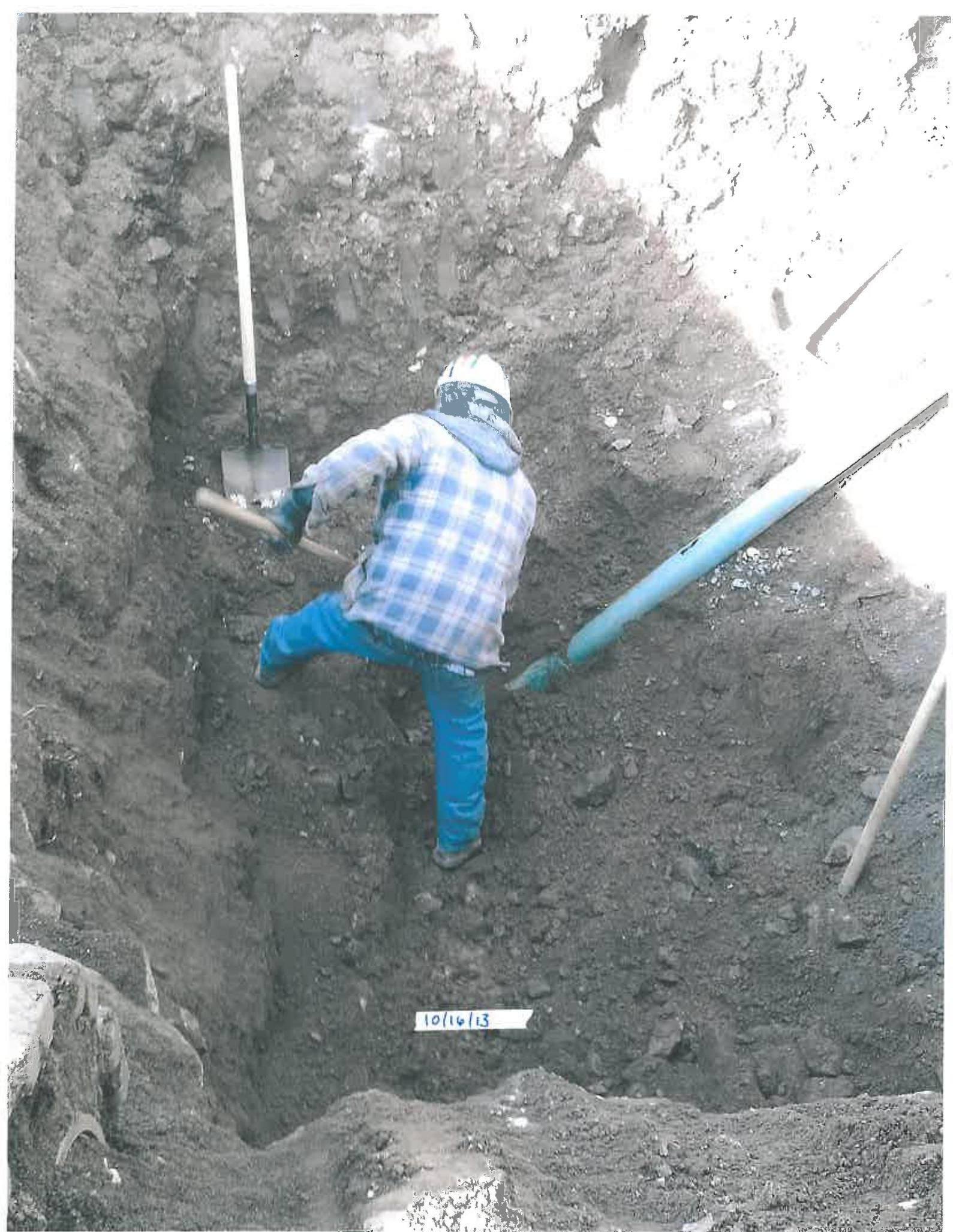




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10/16/13



10/16/13





**DAILY WORK REPORT**

Project Name: 231 Horn Street, Black Hawk  
 Project Number: 2013-053  
 Date: 10/17/13  
 Day of Week: THUR

**Workforce on Site**

Company Name	# of Persons	Work Summary
Dig Valley Construction, LLC		
MAXIMUM	4	MADE SEWER CONNECT THIS AM WILL INSPECT AFTER NOON
		READY TO SADDLE TAP WATER ABOUT 2:00
PRELIMINARY TOP		STACKED DAYWALL YESTERDAY

**Changes**

Change	Requested By	Comments

**General**

Safety Meeting	
Problems	
Delays	
Back Charges	

**Visitors**

Owner	
Architect/Engineer	
Other	

**Inspections**

Inspection	Pass	Fail	Comments

**Weather**

Temperature	Wind	Rain	Snow	Delay	Comments

**Equipment**

Item of Equipment	Subcontractor	Comments

**Materials Delivered**

Material	Company Receiving	Comments

**Injuries**

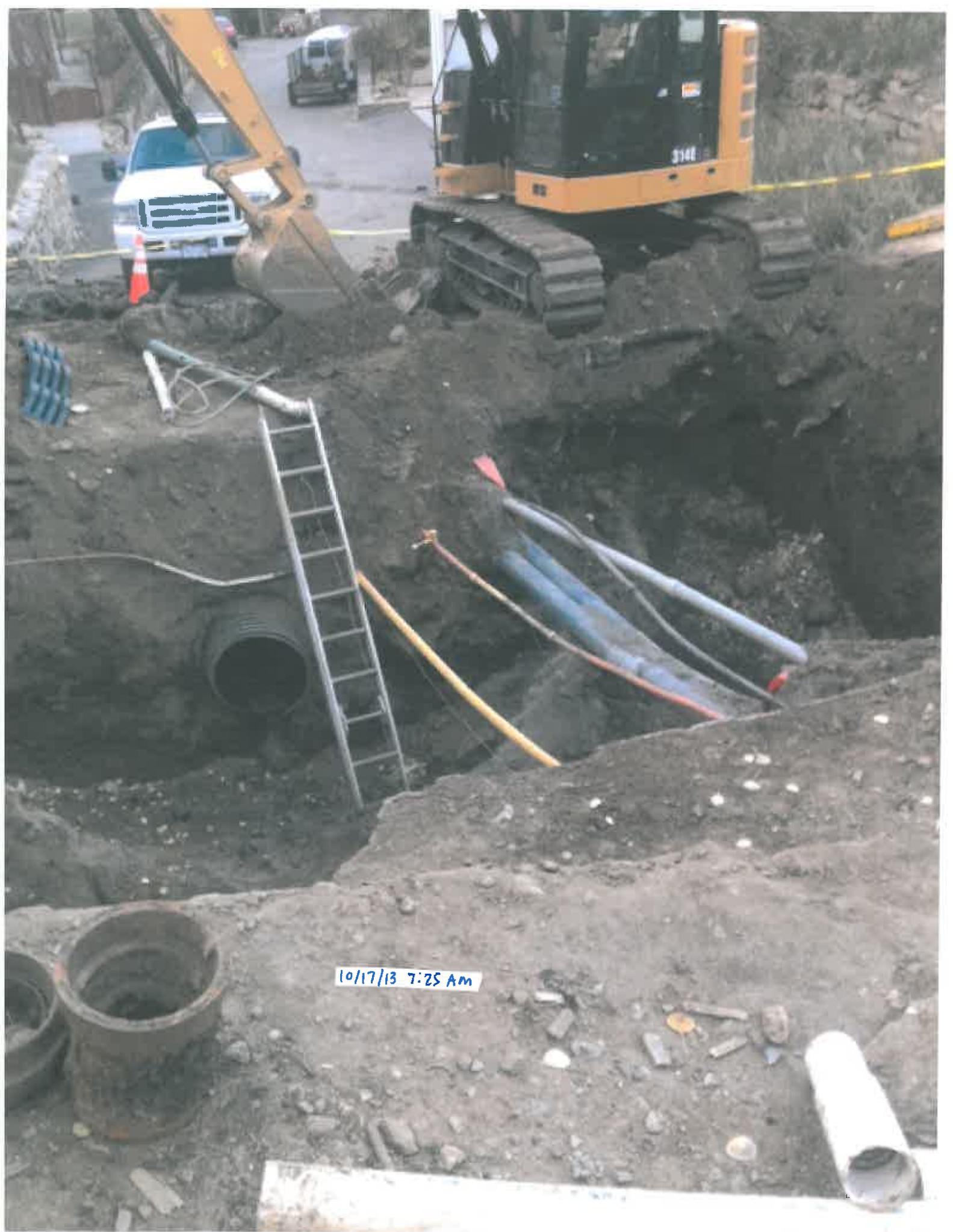
Name	Company	Comments

**Supervisor**

--

10/17/13 7:20 AM





10/17/13 7:25 Am

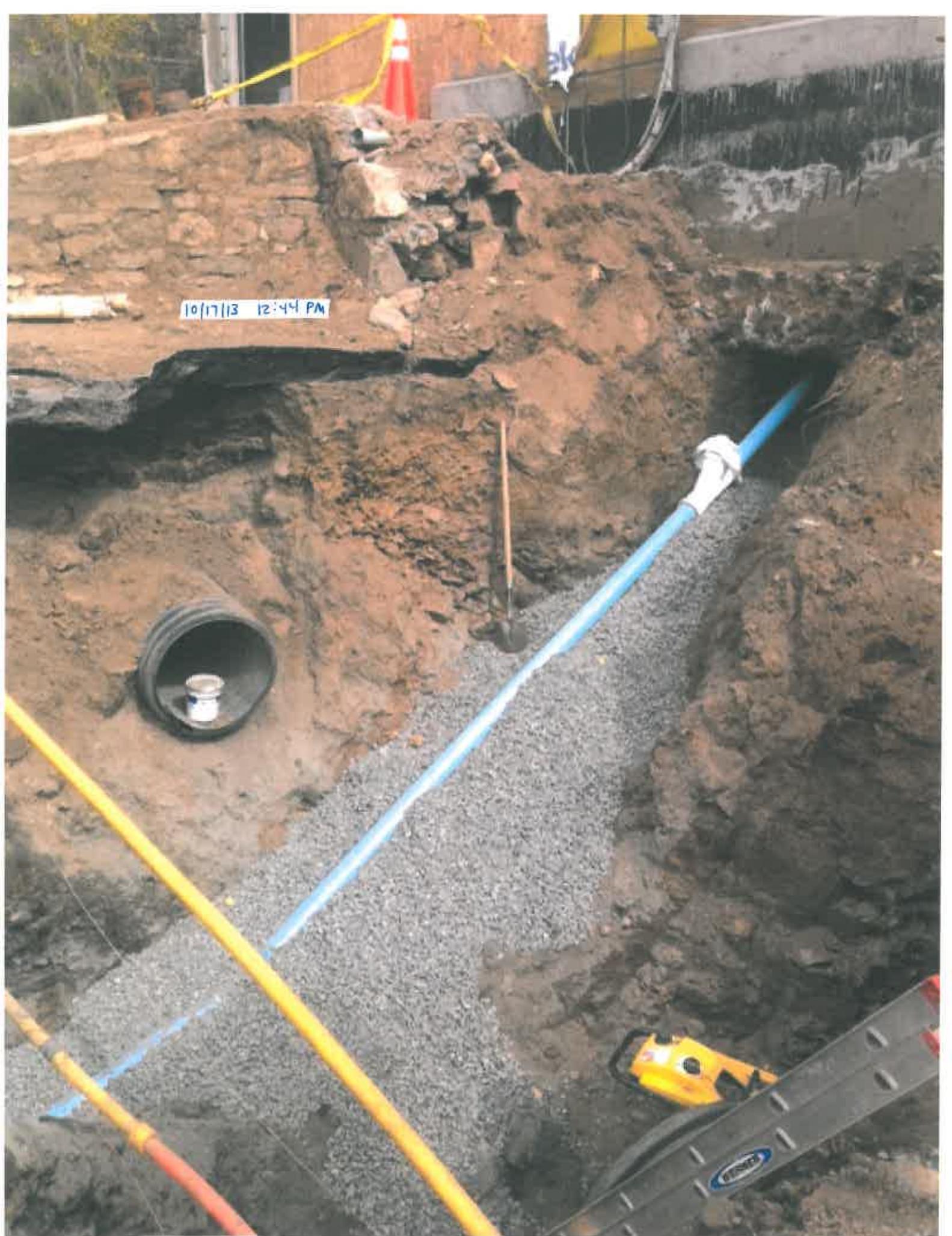
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10/17/13 12:44 PM



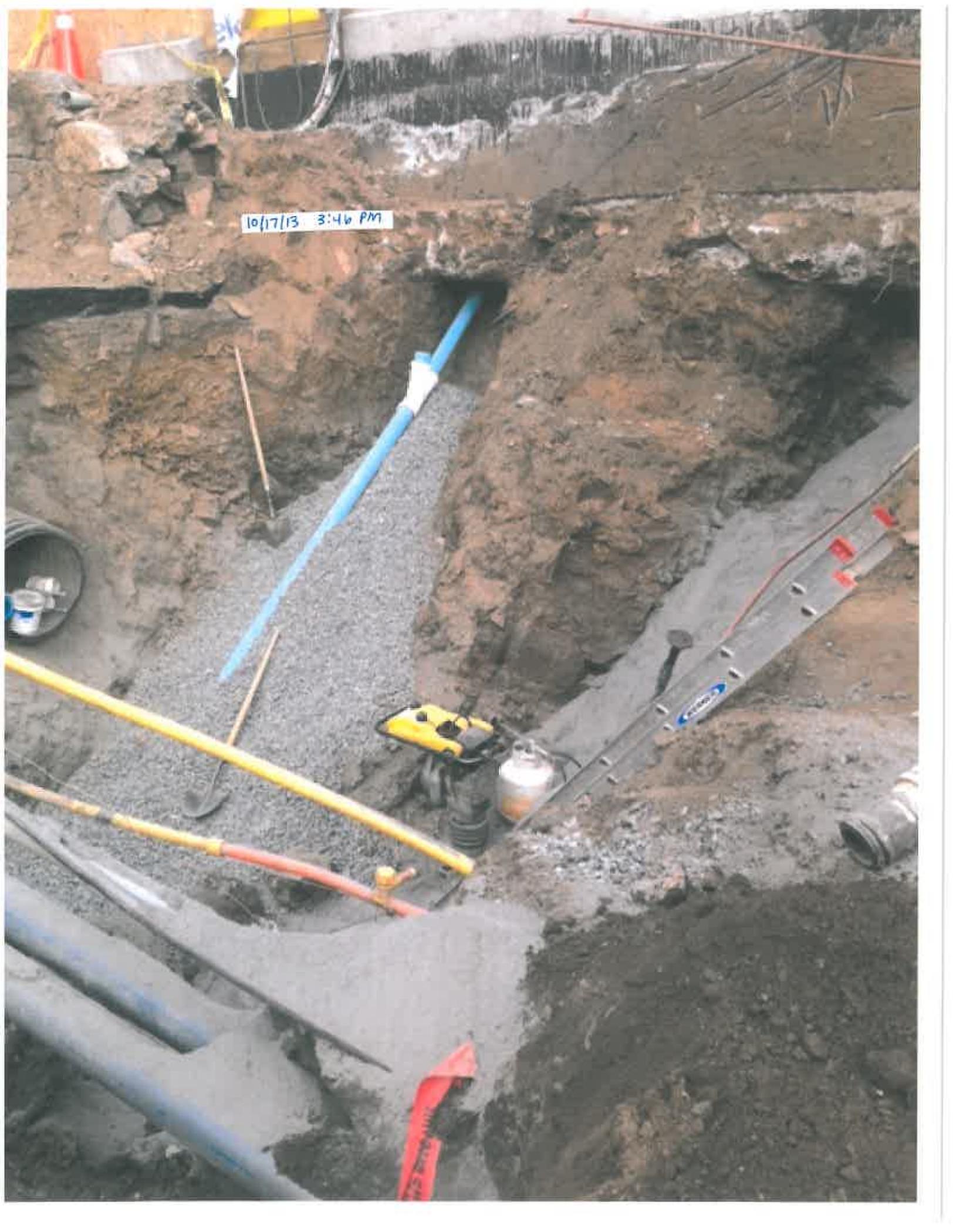
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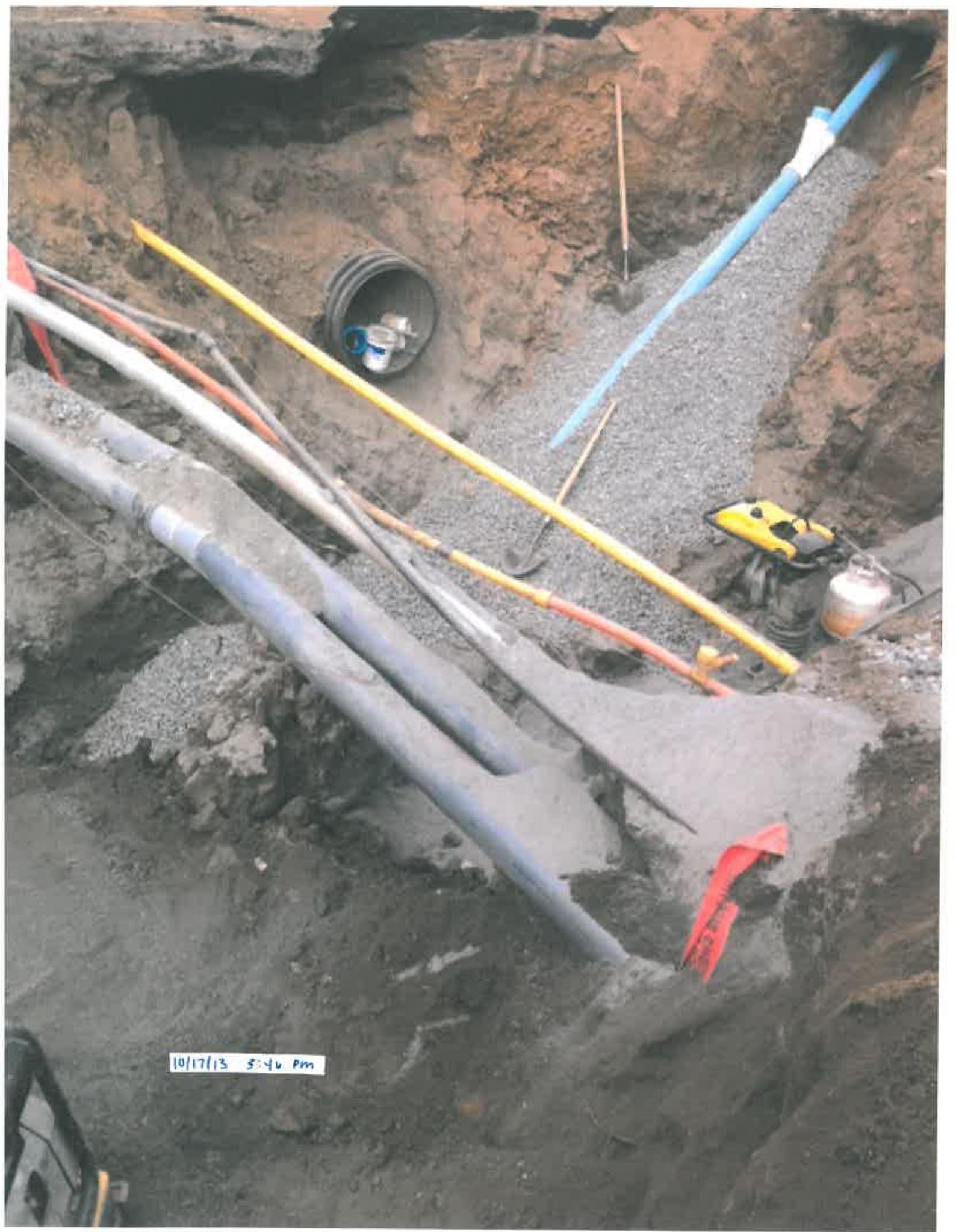


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10/17/13 3:46 PM





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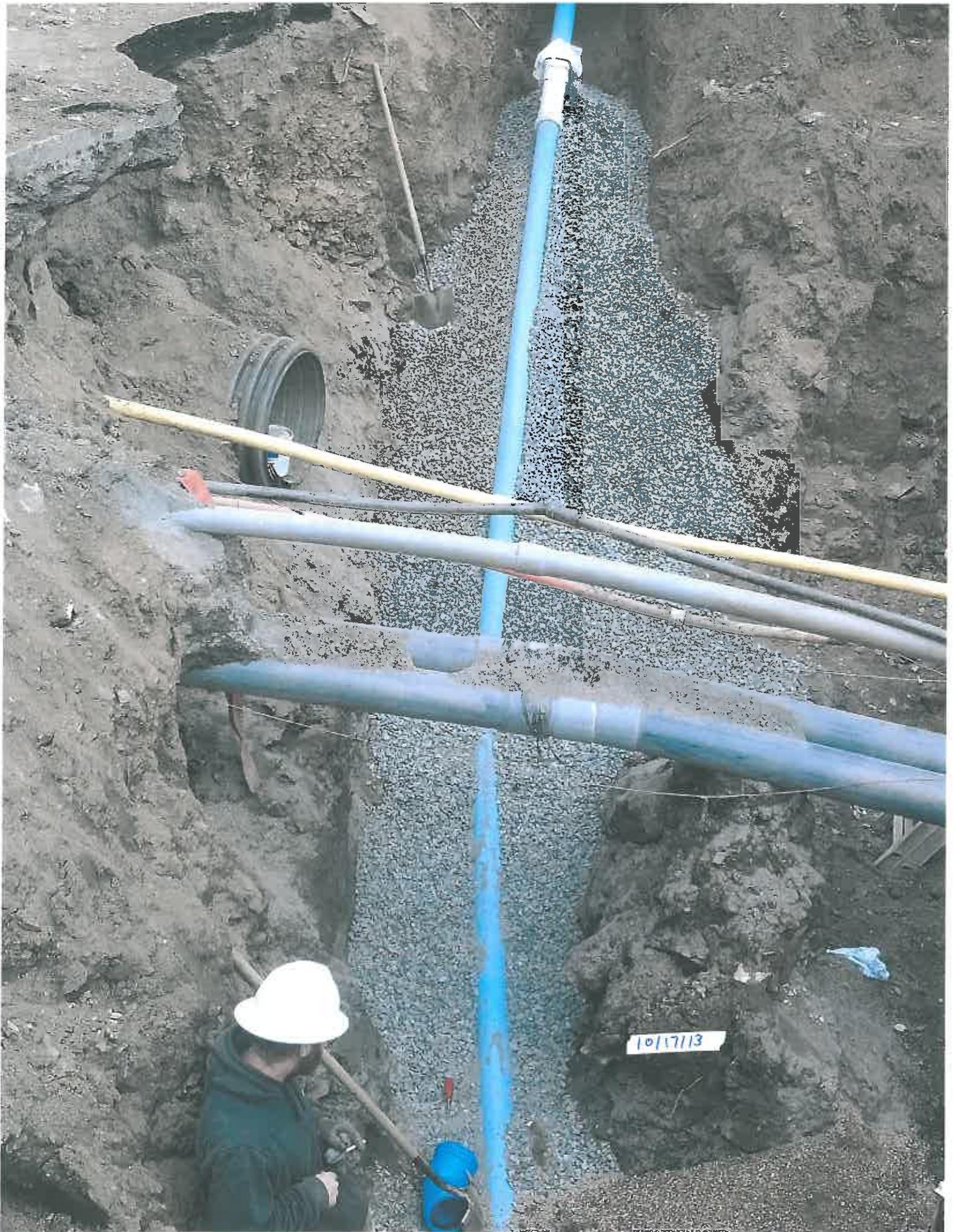


10/17/13



10/17/13





10117113





10/17/13



10/17/13



10117113



10117113







10/17/13





DAILY WORK REPORT

Project Name	Project Number	Date	Day of Week
231 Horn Street, Black Hawk	2013-053	10/18/13	FRI

Workforce on Site			
Company Name	# of Persons	Work Summary	
High Valley Construction, LLC	5	Scaffolding to open 1 lane @ CITY'S REQUEST	
MAXIMUM		HAD TO GET 2 LEADS OF PINES	
		FOR	
MOUNTAIN Top	2	HANGING DRYWALL	

Changes	Requested By	Comments
Change		

General	Comments
Safety Meeting	BLACK HAWK HAS TO BECOME PLOW AN
Problems	SAND TO MAKE SAFE FOR TRUCKS
Delays	
Back Charges	MADE COMMENTS ABOUT ASPHALT UPPER
Visitors	ROAD
Owner	
Architect/Engineer	
Other	

Inspections	Pass	Fail	Comments
Inspection			

Weather	Wind	Rain	Snow	Delay	Comments
Temperature			11		5° WINDY MORNING - PLOW

Equipment	Subcontractor	Comments
Item of Equipment		

Materials Delivered	Company Receiving	Comments
Material		

Injuries	Company
Name	



10/10/13 - 11:24 AM

10/18/13 11:24 AM

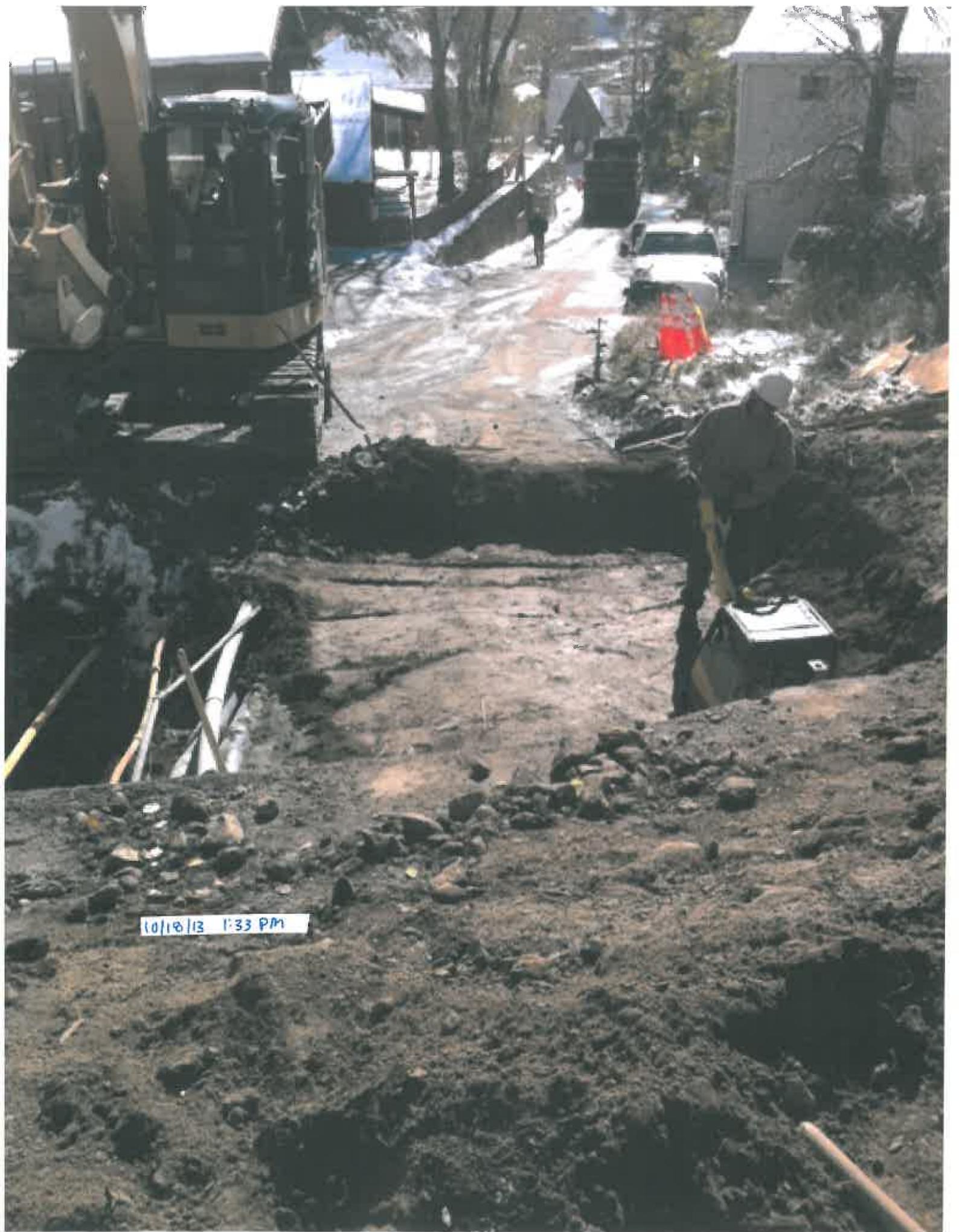




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10/10/13 1:33 AM



10/18/13 1:33 PM



11/18/13 3:53 pm



10/18/13









10/18/13



10/10/13





10/21/13 2:51 PM







10/21/13





DAILY WORK REPORT

Client Name	Project Number	Date	Day of Week
Horn Street, Black Hawk	2013-053	10/22/13	Tue

Workforce on Site

Company Name	# of Persons	Work Summary
Big Valley Construction, LLC		
MAXIMUM	3	INSTALL ED DRAIN ON STREET SIDE
UCB	2	SURVEY PROP. & STAIRS
MOUNTAIN Top	2	TAPE, & COAT

Changes

Change	Requested By	Comments

General

Safety Meeting	
Problems	
Delays	
Back Charges	

Visitors

Owner	
Architect/Engineer	
Other	

Inspections

Inspection	Pass	Fail	Comments
DECKWALL SCREEN	X		NEED TO DECKWALL TO DECK @ GARAGE SIDE OF LOT/COMMON

Weather

Temperature	Wind	Rain	Snow	Delay	Comments

Equipment

Item of Equipment	Subcontractor	Comments

Materials Delivered

Material	Company Supplying	Comments

Injuries

Name	Company	Comments

Signature



**DAILY WORK REPORT**

**Name:** *Turn Street, Black Hawk*     
 **Project Number:** *2013-053*     
 **Date:** *10/23*     
 **Day of Week:** *WED*

**Workforce on Site**

Company Name	# of Persons	Work Summary
Big Valley Construction, LLC		
<i>Mountain Top</i>	<i>2</i>	<i>Day work finish</i>
<i>MAXIMUM</i>	<i>3</i>	<i>Day work</i>

**Changes**

Change	Requested By	Comments

**General**

Safety Meeting	
Problems	
Delays	
Back Charges	

**Visitors**

Owner	
Architect/Engineer	
Other	

**Inspections**

Inspection	Pass	Fail	Comments

**Weather**

Temperature	Wind	Rain	Snow	Delay	Comments

**Equipment**

Item of Equipment	Submitted	Comments

**Materials Delivered**

Material	Company/Source	Comments

**Injuries**



**CITY OF BLACK HAWK**

**REQUEST FOR COUNCIL ACTION**

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**CITY COUNCIL MEETING:**

February 12, 2014

**SUBJECT: Preservation Easement Change Order Information/Request for Approval for 301 Chase Street Project**

The City is requesting approval of the attached Change Order #11 for the project at 301 Chase Street.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

City Council approved the original contract amount of \$386,513 for the project at 301 Chase Street for the rehabilitation of the exterior portion of the house. The City passed Resolution 19-2013 that authorizes the City Manager control of a 10% contingency for City Projects, \$33,603.40 for this project. The attached change order could result in an overage of said amount. The additional cost over the 10% contingency could be, at most, \$8,970.70 or 2.32%.

The previous change orders for this project included a transfer of costs for the subfloor from the Rehabilitation Grant to the Preservation Easement (\$10,019) resulting from a misallocation of funds during the bid process, Xcel Energy fees (\$6,325) that are reimbursable to the contractor due to the unknown costs prior to the project, additional excavation due to unforeseen bedrock elevations (\$17,479), and additional fence material due to a typo in the drawings (\$237). After Consilium Partners' review of the change orders, Big Valley lowered some costs by \$3,559. The total for previously approved change orders is \$34,060 or 8.81% of the original contract value.

The attached change order for utility work resulted from unforeseen conditions in Chase Street. Due to how utilities are located by the surveyor, the exact location of the corporation stop for the water service at the water main is assumed for bidding purposes. When the contractor excavated for the water service in Chase Street it was discovered that the water service line does not tie into the water main directly straight from the house as is standard practice in the industry. Rather than following the water service line up Chase Street to an unknown location, it was decided to tap the water main at the standard location and abandon the existing water tap at a later date. Due to the unknown location of the existing corporation stop the contractor has submitted an added cost of no more than \$14,498. Consilium Partners believes that this potential cost is excessive; a final cost will be determined on a time and materials basis that will be confirmed by vigilant monitoring by Consilium Partners during the performance of the work.

**RECOMMENDATION:**

Staff has reviewed Change Order #11 and suggests the Board of Aldermen recommend **APPROVAL** of attached change to the Preservation Easement contract resulting in an add of no more than \$14,498.

**RESOLUTION DATE:**

February 12, 2014

**ORIGINATED BY:**

City of Black Hawk

**STAFF PERSON RESPONSIBLE:**

Cynthia Linker, CP&D

**DOCUMENTS ATTACHED:**

Staff Report and Attachment

**CITY ATTORNEY REVIEW:**

Yes  No  N/A INITIALS \_\_\_\_\_

**SUBMITTED BY:**

**REVIEWED BY:**



2/5/2014

Cynthia L. Linker, CP&D

Jack D. Lewis, City Manager

**Owner Change Order**

**BIG VALLEY CONSTRUCTION, LLC**



62543 US Highway 40 Unit I  
 P.O. Box 1879  
 Granby, CO 80446  
 Office Phone: (970)887-1533  
 Fax: (970)887-1535

PROJECT: 301 Chase Street Rehabilitation  
 OWNER NAME: CoBH c/o Larry Linker  
 PO Box 68  
 Black Hawk, CO 80422

CHANGE ORDER #: 11

DATE: 28-Jan-14

REFERENCE: 8/5/2013 - PRESERVATION EASEMENT (EXTERIOR)

The agreement referred to above shall be modified as set forth below. If any portion of this change order is not acceptable, you must furnish Big Valley Construction, LLC a written notification of such non-acceptance within seven (7) calendar days of the date of this change order as listed above. In the absence of such notice of nonacceptance, after seven (7) calendar days the following change order will be deemed approved.

Item	Description	Quantity	Unit	Unit Price	Extension
1	Additional cost to provide labor and equipment to demo existing water service and backfill with onsite materials. New water service was installed per the drawings, at which time the existing water service was planned to be removed as located on drawings. Existing water service was chased back towards the main for approximately 14' from the curb stop at which time it bent and headed West (See attached sketch). Point of termination is unknown. Work shall be performed on a T&M Not to Exceed basis at the rates indicated (See attached). Big Valley Construction will provide close supervision to accurately report/document hourly activities to provide final T&M pricing.	1	LS	\$7,800.00	\$7,800
2	Additional cost to provide HE38-0001 Ground Heater.	5	DY	\$350.00	\$1,750
3	Fuel for HE38-0001 Ground Heater.	100	GAL	\$3.83	\$383
4	Additional cost to provide insulated blankets for ground thawing (Quantity of 3).	5	DY	\$105.00	\$525
5	Additional cost to provide asphalt patching for existing water service at any additional areas over amounts shown on drawings.	393	SF	\$4.00	\$1,572
6	Additional cost for hourly monitoring and documenting.	16	HR	\$50.00	\$800
7	Contractors Overhead & Fee at 13%.	1	LS	13%	\$1,668
<b>T&amp;M NOT TO EXCEED TOTAL</b>					<b>\$14,498</b>

The original Contract Sum was ..... \$386,513  
 Net Change by previously authorized Change Orders ..... \$33,529  
 The Contract Sum prior to this Change Order was ..... \$420,042  
 The Contract Sum will be increased or decreased by this Change Order in the amount of ..... \$14,498  
 The new Contract Sum including this Change Order will be ..... \$434,540

The Contract Time will be increased by \_\_\_\_\_ 0 day. VOID After 13FEB14

The date of Substantial Completion as of the date of this Change Order therefore is: 06-MAR-14

CoBH c/o Larry Linker  
 PO Box 68  
 Black Hawk, CO 80422

Big Valley Construction, LLC  
 62543 US Highway 40 Unit I, PO box 1879  
 Granby, CO 80446

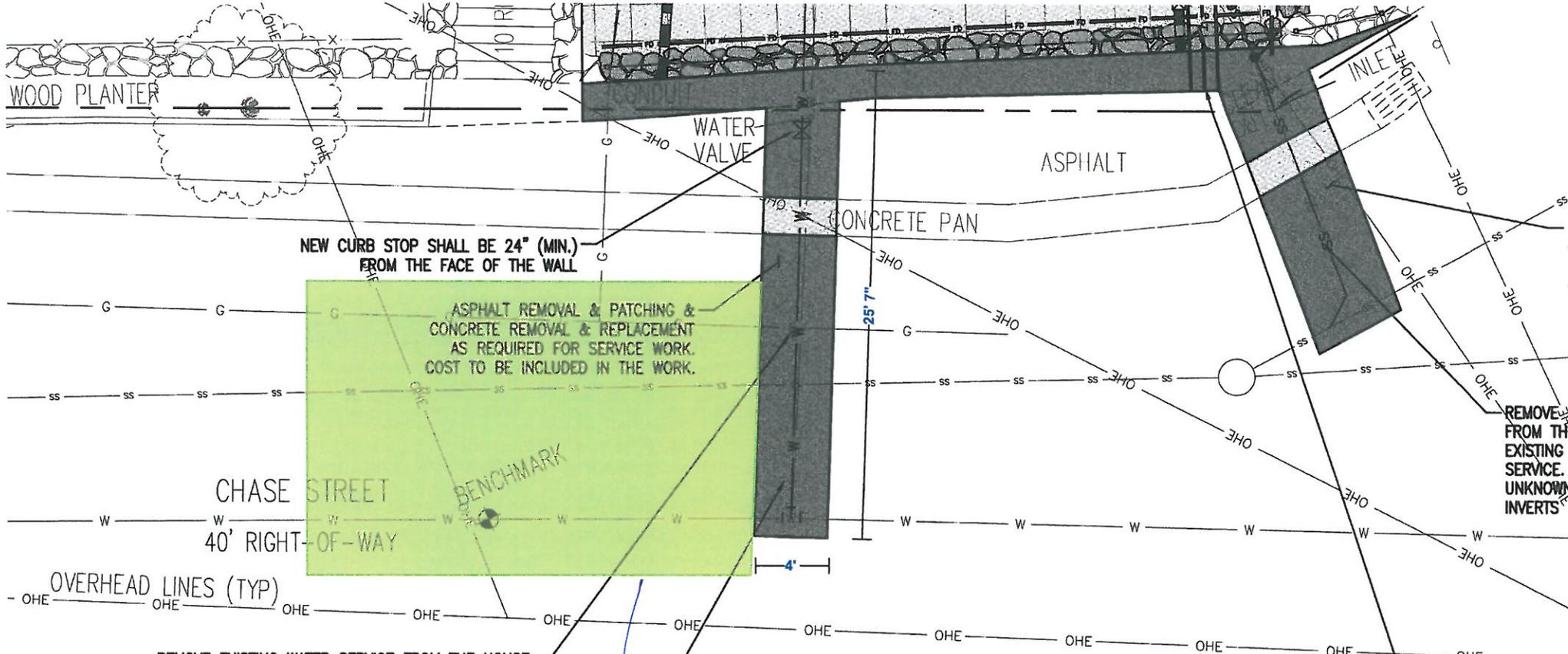
By: \_\_\_\_\_

By: 

Date: \_\_\_\_\_

Date: 28-Jan-14





NEW CURB STOP SHALL BE 24" (MIN.) FROM THE FACE OF THE WALL

ASPHALT REMOVAL & PATCHING & CONCRETE REMOVAL & REPLACEMENT AS REQUIRED FOR SERVICE WORK. COST TO BE INCLUDED IN THE WORK.

CHASE STREET  
40' RIGHT-OF-WAY

BENCHMARK

OVERHEAD LINES (TYP)

REMOVE EXISTING WATER SERVICE FROM THE HOUSE TO THE CORP. STOP AT THE MAIN. ABANDON AT CORP. STOP. & VERIFY EXISTING CONDITION COORDINATE WITH THE CITY PUBLIC WORKS DEPARTMENT FOR ABANDONMENT AND INSPECTION REQUIREMENTS.

INSTALL NEW 3/4" WATER SERVICE (SEE DETAILS). SERVICE TO BE INSTALLED WITH A MINIMUM OF 18 INCHES VERTICAL CLEARANCE OVER SANITARY MAIN. DEPTH OF EXISTING WATER MAIN IS UNKNOWN.

POSSIBLE ADDITIONAL ASPHALT PATCH = 393 S.F.

INSTALL SEPARATE C (FUTURE UNDERGROU FLEX PIPE) TO NEW XCEL ENERGY TO IN CONTRACTOR TO PRI OWNER FOR INSTALL

REMOVE FROM TH EXISTING SERVICE. UNKNOWN INVERTS

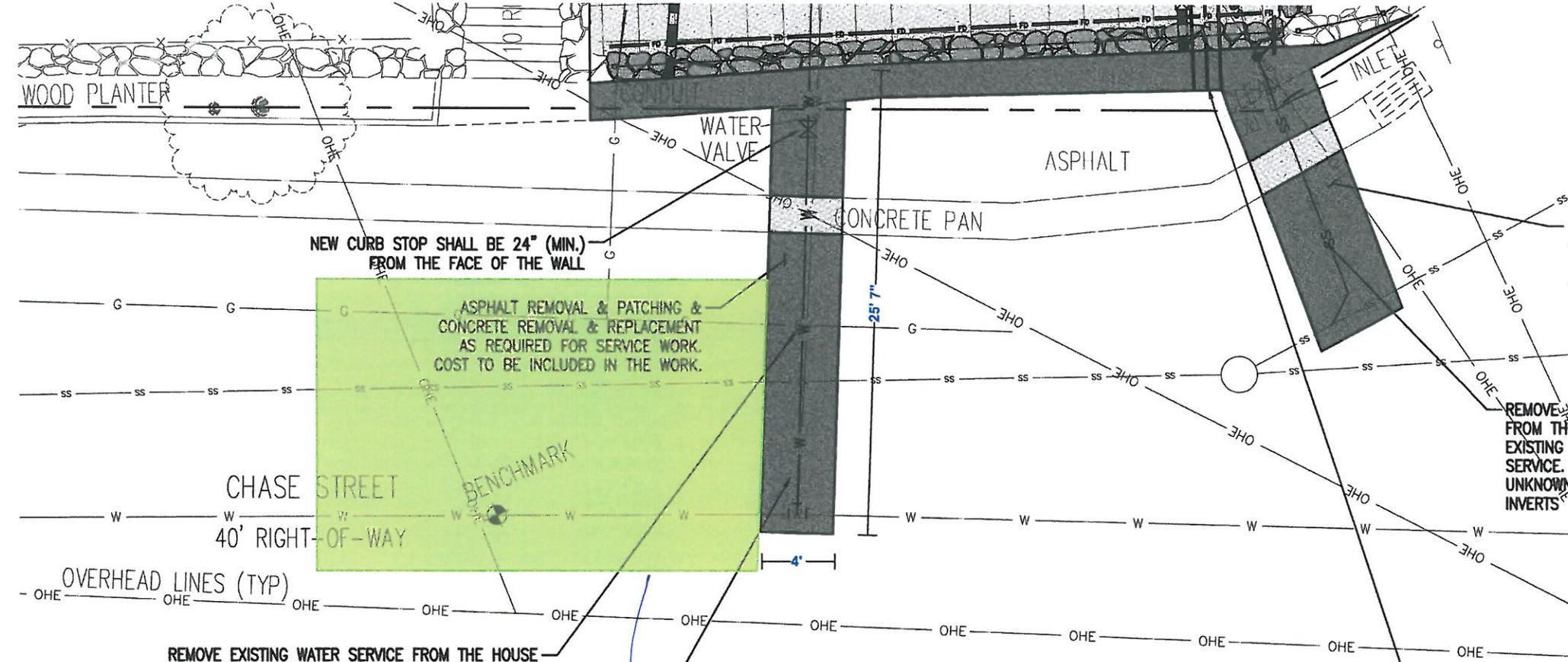
ASPHALT

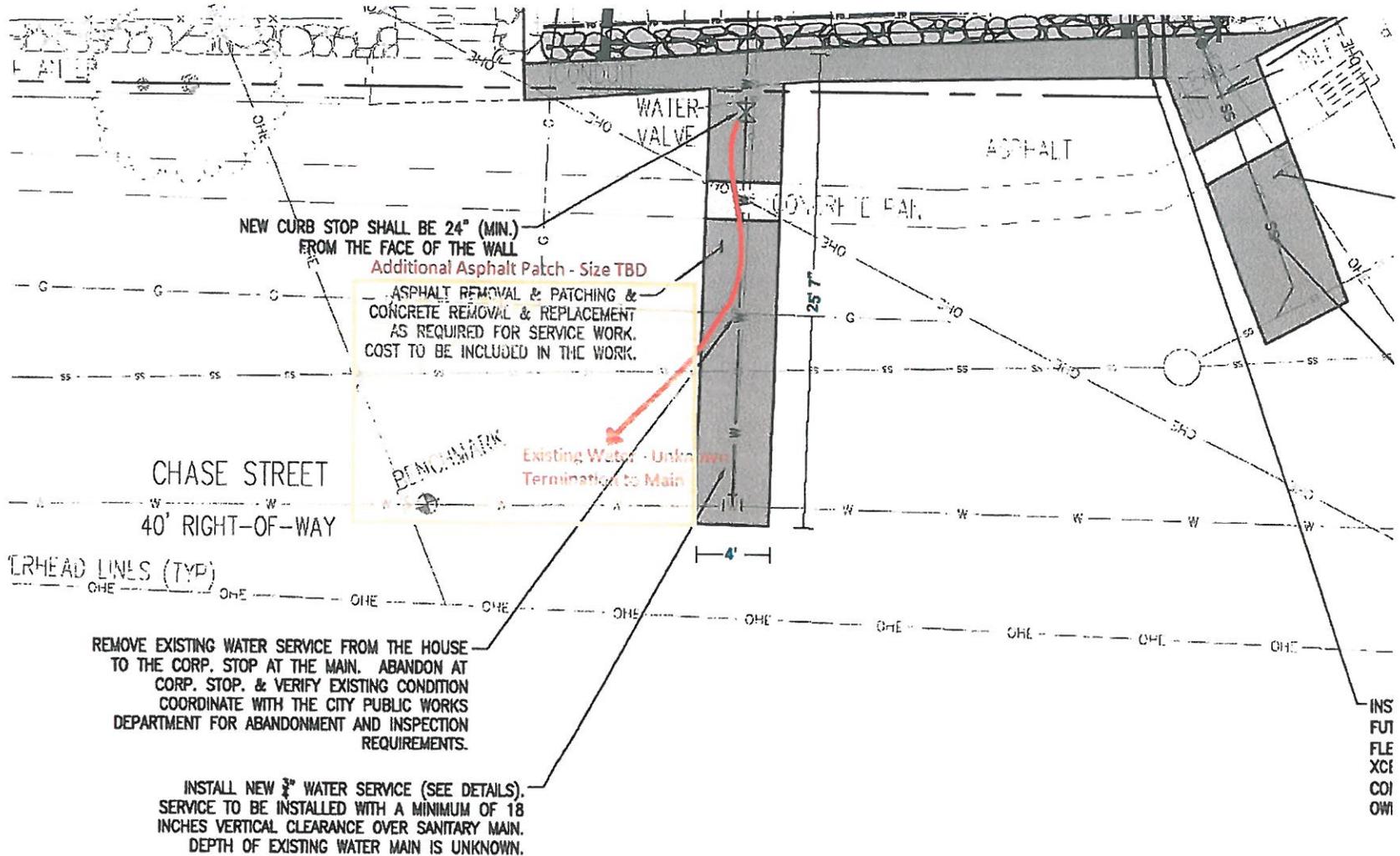
CONCRETE PAN

WATER VALVE

INLET

WOOD PLANTER





NEW CURB STOP SHALL BE 24" (MIN.) FROM THE FACE OF THE WALL

Additional Asphalt Patch - Size TBD

ASPHALT REMOVAL & PATCHING & CONCRETE REMOVAL & REPLACEMENT AS REQUIRED FOR SERVICE WORK. COST TO BE INCLUDED IN THE WORK.

Existing Water - Unknown Termination to Main

REMOVE EXISTING WATER SERVICE FROM THE HOUSE TO THE CORP. STOP AT THE MAIN. ABANDON AT CORP. STOP. & VERIFY EXISTING CONDITION COORDINATE WITH THE CITY PUBLIC WORKS DEPARTMENT FOR ABANDONMENT AND INSPECTION REQUIREMENTS.

INSTALL NEW 3/4" WATER SERVICE (SEE DETAILS). SERVICE TO BE INSTALLED WITH A MINIMUM OF 18 INCHES VERTICAL CLEARANCE OVER SANITARY MAIN. DEPTH OF EXISTING WATER MAIN IS UNKNOWN.

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**RESOLUTION 3-2014, A  
RESOLUTION  
ESTABLISHING A  
CONTINGENCY ON  
GRANT PROJECTS UNDER  
TH COMMUNITY  
RESTORATION AND  
PRESERVATION FUND  
GRANT PROGRAM TO BE  
MANAGED AT THE CITY  
MANAGER'S DISCRETION**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 3-2014

**TITLE: A RESOLUTION ESTABLISHING A CONTINGENCY ON GRANT PROJECTS UNDER THE COMMUNITY RESTORATION AND PRESERVATION FUND GRANT PROGRAM TO BE MANAGED AT THE CITY MANAGER'S DISCRETION**

WHEREAS, in furtherance of the awarding of contracts for public improvements as authorized by Article IX of Chapter 1 of the Black Hawk Municipal Code, the City Council has previously authorized the City Manager to manage the contingency in a fixed amount of ten percent (10%) for any such contract, without having the contingency specifically awarded to the successful contractor; and

WHEREAS, the City Council desires to include within such authorization grant projects under the Community Restoration and Preservation Fund Grant Program.

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

**Section 1.** In addition to the previous authorization given to the City Manager for management of design and/or construction of public improvement projects, the City Council further directs that the City Manager is authorized to manage a contingency in the amount of ten percent (10%) for any grant projects under the Community Restoration and Preservation Fund Grant Program without the need or requirement that the City Council specifically add such contingency to the award of the contract. Nothing in this Agreement shall preclude or prevent the City Manager from seeking City Council approval for any change orders, notwithstanding the authority granted by this Resolution.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Jeanie M. Magno, CMC, City Clerk

**RESOLUTION 4-2014, A  
RESOLUTION  
RESCINDING THE  
REBATE OF THE CITY'S  
4% SALES TAX FOR  
CERTAIN CATEGORIES  
OF RETAIL BUSINESSES  
WITHIN THE CITY,  
EFFECTIVE APRIL 1, 2014**

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

**Resolution No.   4  -2014**

**TITLE:       A RESOLUTION RESCINDING THE REBATE OF THE CITY'S 4%  
SALES TAX FOR CERTAIN CATEGORIES OF RETAIL BUSINESSES  
WITHIN THE CITY, EFFECTIVE APRIL 1, 2014**

WHEREAS, the City of Black Hawk (the "City") previously approved a temporary sales tax rebate as an incentive for non-gaming businesses within the City to locate and ultimately provide amenities such as retail development with the intent of increasing the number and duration of visits and make Black Hawk a destination resort;

WHEREAS, the City now seeks to rescind the sales tax rebate for such non-gaming retail businesses, effective April 1, 2014.

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

Section 1. Effective April 1, 2014, Resolution No. 7-2010 is hereby repealed in its entirety.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Jeanie M. Magno, CMC, City Clerk

**RESOLUTION 5-2014, A  
RESOLUTION  
RESCINDING THE  
TEMPORARY  
FORGIVENESS OF THE  
CITY'S WATER USER  
FEES FOR CERTAIN  
CATEGORIES OF RETAIL  
BUSINESSES WITHIN THE  
CITY, EFFECTIVE  
APRIL 1, 2014**

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

**Resolution No.   5  -2014**

**TITLE: A RESOLUTION RESCINDING THE TEMPORARY FORGIVENESS OF THE CITY'S WATER USER FEES FOR CERTAIN CATEGORIES OF RETAIL BUSINESSES WITHIN THE CITY, EFFECTIVE APRIL 1, 2014**

WHEREAS, effective April 1, 2011, by the adoption of Resolution No. 12-2011, the City approved a temporary forgiveness of water user fees for eligible non-gaming retail businesses; and

WHEREAS, effective April 1, 2014, the City desires to rescind the temporary forgiveness of such water user fees, and recommence commencing the regular collection of such water user fees.

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

Section 1. Effective April 1, 2014, Resolution No. 12-2011 is hereby repealed in its entirety.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Jeanie M. Magno, CMC, City Clerk

**RESOLUTION 6-2014, A  
RESOLUTION APPROVING  
THE AGREEMENT OF  
LEASE BETWEEN THE  
CITY OF BLACK HAWK  
AS LESSOR AND THE  
GILPIN AMBULANCE  
AUTHORITY AS LESSEE**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No.   6  -2014

**TITLE:     A RESOLUTION APPROVING THE AGREEMENT OF LEASE  
          BETWEEN THE CITY OF BLACK HAWK AS LESSOR AND THE  
          GILPIN AMBULANCE AUTHORITY AS LESSEE**

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

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

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Jeanie M. Magno, CMC, City Clerk

## **AGREEMENT OF LEASE**

THIS LEASE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Black Hawk (“Lessor”) and Gilpin Ambulance Authority. (“Lessee”).

### **ARTICLE 1 - DEFINITIONS**

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

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

1.2 “Premises” means the property with an address of 430 Gregory Street, Black Hawk, Colorado, 80422.

### **ARTICLE 2 - LEASED PREMISES**

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

### **ARTICLE 3 - TERM AND RENT**

3.1 Term of the Lease. The term of this Lease shall commence on January 1, 2014, and shall expire on January 1, 2015 (the Renewal Date).

3.2 Automatic Renewal. This lease may be renewed on the Renewal Date of each year, unless either party gives written notice, as set forth in Section 12.5 herein, of nonrenewal at least (90) ninety days before Renewal Date.

3.3 Holding Over. If Lessee remains in possession of all or any part of the Premises after the expiration of the term hereof, or any extension hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein. A hold over monthly rental payment of one dollar (\$1.00) per month shall be paid by Lessee to Lessor in advance on the first (1st) day of each calendar month in which the hold over continues.

3.4 Rent. Lessee shall pay rent to Lessor in the amount of one dollar (\$1.00) per month for the term of this Lease, plus the cost of any utilities associated with the use of the Premises, including, but not limited to, gas, electricity, telephone, and water and sewer utility charges. Lessee shall also pay any possessory taxes which may be assessed against the Premises.

3.5 Damage Deposit. Lessee shall upon execution of this Lease provide a deposit in the amount of Zero Dollars (\$0.00) as security against damage to the Premises, normal wear and tear excepted.

#### **ARTICLE 4 - USE OF PREMISES AND TENANT IMPROVEMENTS**

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

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

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

4.4 Lessee shall not suffer nor permit any mechanic's liens or public works claims to be filed against the Premises by reason of work, labor, service or materials supplied or claimed to have been supplied to Lessee as a result of an agreement with, or the assent of Lessee. Nothing in this Lease shall be construed as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part thereof. Nothing in this Lease shall be construed as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens or public works claims against Lessor's interest in the Premises. If any such mechanic's lien or public works claims shall at any time be filed against the Premises, Lessee shall cause the same to be discharged of record

within thirty (30) days after the date Lessee has knowledge of such filing. If Lessee shall fail to discharge such mechanic's lien or public works claims within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien. However, Lessee shall not be required to pay or discharge any such mechanic's lien or public works claims so long as Lessee shall in good faith proceed to contest the same by appropriate proceedings; provided, however, Lessee shall give notice in writing to Lessor of its intention to contest the validity of such lien and/or claim.

#### **ARTICLE 5 - RIGHT OF ENTRY**

Lessor shall at all times have the right to enter upon the Premises to inspect its condition. Lessor understands that Lessee may keep certain records and information on the premises that is confidential and/or is considered to be Protected Health Information under HIPAA. Lessor agrees that during any inspection performed pursuant to this Article, Lessor shall not view or copy any documents, including electronic documents, Lessee keeps on the Premises. Lessor shall secure the Premises upon completion of any such inspection.

#### **ARTICLE 6 - INDEMNIFICATION**

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

#### **ARTICLE 7 - INSURANCE**

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

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

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

## **ARTICLE 8 - REMEDIES UPON DEFAULT**

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

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

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

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

8.2.1 Lessor may re-enter and take possession of the Premises, with court proceedings, and without terminating this Lease, and sublease the Premises for the account of Lessee, holding Lessee liable for the difference in the rent and other

amounts payable by such sublessee in such subleasing and the rents and other amounts payable by Lessee hereunder.

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

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

#### **ARTICLE 9 - SUCCESSORS**

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

#### **ARTICLE 10 - SPECIAL COVENANTS OF LESSEE**

10.1. Lessee agrees that, at all times during the term of this Lease, it shall not place any refuse or rubbish on the Premises.

10.2. Lessee agrees to pay the Common Area Maintenance (CAM) fees for certain services provided by the City, as described in a separate agreement.

#### **ARTICLE 11 - SURRENDER OF PREMISES**

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

## ARTICLE 12 - MISCELLANEOUS PROVISIONS

### 12.1 Captions; Attachments.

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

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

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

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

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

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

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

To Lessee: Gilpin Ambulance Authority  
General Manager  
P.O. Box 638  
Black Hawk, CO 80422

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

**CITY OF BLACK HAWK, COLORADO**

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Jeanie M. Magno, CMC, City Clerk

**LESSEE: GILPIN AMBULANCE AUTHORITY**

By: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF                            )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as an authorized representative of Gilpin Ambulance Authority.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

**RESOLUTION 7-2014, A  
RESOLUTION  
REAPPOINTING RONALD  
W. CARLSON TO BE THE  
CITY OF BLACK HAWK  
MUNICIPAL COURT  
JUDGE**

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

**Resolution No. 7-2014**

**TITLE: A RESOLUTION REAPPOINTING RONALD W. CARLSON TO BE THE  
CITY OF BLACK HAWK MUNICIPAL COURT JUDGE**

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

**Section 1.** Pursuant to Article V, Section 3 of the City of Black Hawk Home Rule  
Charter, Ronald W. Carlson is hereby reappointed as Municipal Judge to serve a two (2) year  
term, which term shall expire on February 29, 2016.

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Jeanie M. Magno, CMC, City Clerk

**RESOLUTION 8-2014, A  
RESOLUTION  
REAPPOINTING THAD  
RENAUD TO BE THE CITY  
OF BLACK HAWK  
ASSISTANT MUNICIPAL  
COURT JUDGE**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 8-2014

**TITLE: A RESOLUTION APPOINTING THAD RENAUD TO BE THE CITY OF  
BLACK HAWK ASSISTANT MUNICIPAL COURT JUDGE**

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

**Section 1.** Pursuant to Section 2-126(b), and at the request of Municipal Court Judge  
Ronald W. Carlson, the City Council hereby appoints Thad Renaud as the Assistant Municipal  
Court Judge to act in the absence of Judge Carlson. The term of the Assistant Municipal Judge  
shall expire on February 29, 2016.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Jeanie M. Magno, CMC, City Clerk

**ON CALL AGREEMENTS  
FOR 2014**

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** On-Call Service Agreements for 2014

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Staff recommends using the On-Call Service Agreements for the contractors/consultants listed below for budget year 2014. Many of the contractors/consultants remain the same, as the City has been very pleased with their services. Some new vendors were selected after a Request for Proposal process. The dollar amounts listed are consistent with the approved 2014 budget.

**FUNDING SOURCE:**

010-1901-4193319	Baseline Corporation	Planning & Dev Review	\$25,000
010-1901-4193319	Colorado Code Consulting, LLC	Plan Review & Inspection	\$100,000
010-1901-4193319	Colorado Code Consulting, LLC	Elevator/Escalator	\$25,000
203-0000-5026867	NV5, Inc. (a.k.a. Consilium Partners)	Owners Representative	\$30,000
203-0000-5026867	Deon K. Wolfenbarger	Preservation Consultant	\$35,000
203-0000-5025867	Deon K. Wolfenbarger	Preservation Consultant (HPC)	\$5,000
203-0000-5026867	Jesse Johnson, I.O.T.K. Media	Video Photography	\$2,500
010-1901-4193319	Jesse Johnson, I.O.T.K. Media	Video Photography	\$2,500
203-0000-5026867	Kumar & Associates, Inc	Geotechnical/Materials	\$10,000
010-1901-4193319	PEH Architects	Architect	\$25,000
203-0000-5026867	Valuations Inc.	Appraisal Services	\$5,000
203-0000-5026867	Weecycle Env. Consulting, Inc	Environmental	\$25,000
010-1901-4193319	Weecycle Env. Consulting, Inc	Environmental	\$25,000
010-3101-4313308	JVA	Civil Structural	\$20,000
010-3101-4313308	Icon	Drainage	\$20,000
010-3101-4313308	Cesare	Geotechnical	\$15,000
010-3101-4313307	CCS Consultants	Survey	\$25,000
Varies	Simplex	Fire systems	\$5,113.17
010-3101-4313315	WL	Signals	\$25,000
010-3101-4313319	Ostrander	Transit	\$25,000
501-3150-4603321	LRE	Water	\$650,000
501-3150-4603304	Golder	SCADA	\$40,000
010-3150-4313308	Stolfus	Traffic	\$25,000
010-3101-4314103	One-Way	Residential Trash	\$20.75/mo/res
010-3101-4314103	Republic	Commercial Trash	\$variable

**COUNCIL MEETING DATE:**

February 12, 2014

**ORIGINATED BY:**

Cynthia Linker/Thomas Isbester

**STAFF PERSON RESPONSIBLE:**

Cynthia Linker/Thomas Isbester

**PROJECT COMPLETION DATE:**

December 31, 2014

**DOCUMENTS ATTACHED:**

N/A

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

INITIALS \_\_\_\_\_

**SUBMITTED BY:**

**REVIEWED BY:**



Thomas Isbester, Public Works Director



Jack D. Lewis, City Manager



Cynthia Linker, CP&D Administrator

**HIGHWAY 119  
WATERLINE PROJECT –  
DESIGN ENGINEERING  
SERVICES**



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

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**SUBJECT:** Highway 119 Waterline Project

**RECOMMENDATION:**

If City Council chooses to approve the Proposal from JVA, Inc for the Highway 119 Waterline Design Project the recommended motion is as follows:

“Approve the Design Contract from JVA, Inc. for Highway 119 Waterline Project in the amount of \$40,200”

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

In order to provide reliable water service to the Monarch Hotel and Casino project, the City of Black Hawk’s water distribution system must complete the Highway 119 waterline loop between Richmond and Mill Streets. The City received nine proposals in response to our RFP. JVA’s was the lowest responsive proposal.

**FUNDING SOURCE:** 501-3151-460.74-22 System Improvement - Water Capital Projects

**WORKSHOP DATE:** February 12, 2014

**ORIGINATED BY:** James Ford

**STAFF PERSON RESPONSIBLE:** James Ford

**PROJECT COMPLETION DATE:** June 30, 2014

**DOCUMENTS ATTACHED:** JVA Proposal

**CITY ATTORNEY REVIEW:** [ ]Yes [ ]No [ ]N/A INITIALS \_\_\_\_\_

**SUBMITTED BY:**

**REVIEWED BY:**

  
\_\_\_\_\_  
Thomas Isbestor, Public Works Director

  
\_\_\_\_\_  
Jack D. Lewis, City Manager



**BLACK HAWK**

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City of Black Hawk, Colorado

## **Agreement For Design Engineering Services**

*between*

**JVA, Inc.  
1319 Spruce Street  
Boulder, CO 80302  
(303) 444-1951**

*and*

**City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422  
303 582-1324**

*for*

**HIGHWAY 119 WATERLINE  
DESIGN SERVICES**

*February 2014*

# **AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ Day of February 2014 by and between the **City of Black Hawk**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the “City”) and **JVA, Inc.**, (hereinafter referred to as “**Consultant**”).

## **RECITALS:**

A. The City requires Design Engineering Services regarding **Highway 119 Waterline Project** (“the Project”).

B. Consultant 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 Consultant shall provide to the City, professional engineering services for the Project.

## **I. SCOPE OF SERVICES**

Consultant will provide the City Engineering Services as described in **Exhibit A** (JVA, Inc. Proposal). Services may include, but are not limited to: Field Survey, Preliminary Engineering Design, Final Design, Specifications, Bid Documents, Right of Way Permit Application, and Construction Administration services. Consultant 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 Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No Project information shall be disclosed by Consultant 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 Consultants shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant’s expense.

## **III. OWNERSHIP OF WORK PRODUCT**

The City acknowledges that Consultant’s documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Consultant 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 of the City. However, any reuse of the documents by the City without prior written authorization by Consultant other than for the specific intended purpose of this agreement will be at the City’s sole risk. Consultant will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of

same at the storage site.

#### **IV. COMPENSATION**

A. Compensation shall not exceed **Forty Thousand, Two Hundred Dollars (\$40,200.00)** unless approved by the City Council of the City of Black Hawk by written amendment to the Agreement. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Consultant 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 Consultant under this agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24<sup>th</sup>) day of each month for payment pursuant to the terms of the Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24<sup>th</sup>) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24<sup>th</sup>) 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. Payment shall be made in accordance with the Schedule of Fees and Hourly Billing Rate Schedule listed in **Exhibit A**. 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 Consultant invoice after receipt of 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, Consultant 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, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant 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 Consultant's certification that services required herein by Consultant have been fully completed in accordance with this agreement and all data and reports for the Project.

## **V. COMMENCEMENT AND COMPLETION OF WORK**

Consultant shall commence work upon the execution of this Agreement. This Agreement shall be completed within 130 calendar days for the design services after issuance of the Agreement. Bidding and Construction Administration services shall commence after the completion of design and the completion time shall be determined on the construction schedule.

## **VI. PROFESSIONAL RESPONSIBILITY**

A. Consultant 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 Consultant 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. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant 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 Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval, nor acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Consultant 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 Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Immigrants.

1. Certification. By entering into this Agreement Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Consultant has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.

2. Prohibited Acts. Consultant 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 Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

a. Consultant has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Consultant does not employ any illegal aliens and, if Consultant is not accepted into the basic pilot program prior to entering into this Agreement, that the consultant shall apply to participate in the basic pilot program every three (3) months until Consultant is accepted or this Agreement has been completed, whichever is earlier.

b. Consultant shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to:

i. Notify the subcontractor and the City of Black Hawk within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i), the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant 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.

4. Duty to Comply with Investigations. Consultant must 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 Consultant is complying with the terms of this Agreement.

## **VIII. INDEMNIFICATION**

Consultant agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake, negligence, or other act of negligence of Consultant, any employee

of any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arises out of any workman's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. It is specifically understood and agreed that in no event shall Consultant be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damages. The obligations of this section are subject to any limitations, other indemnifications, or other provisions of this Agreement.

## **IX. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section VIII, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain the minimum insurance coverages listed below. All coverage's shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant 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. **Workmen's compensation** insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and employer's liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each accident, 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 workmen's compensation requirements of 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. The policy shall contain a severability of interests provision.
3. **Professional liability** insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
4. The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and

not contributory insurance to that provided by Consultant. 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. Consultant 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 Consultant'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: Public Works Director**

6. Failure on the party of Consultant 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 Consultant to the City upon demand, or the City may offset the cost the premiums against any monies due to Consultant from the City.
7. 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 Government Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., 10 Colo. Rev Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

## **X. NON-ASSIGNABILITY**

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

## **XI. TERMINATION**

This Agreement shall terminate upon the City's providing Consultant 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 Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant 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 the Consultant.

## **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**

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant 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 Consultant 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: Public Works Director**

The Consultant:

**JVA, Inc.  
1319 Spruce Street  
Boulder, CO 80302  
Attn: William Raatz**

**XVI. ENTIRE AGREEMENT**

This Agreement and the attached exhibits constitute the entire Agreement between Consultant 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.



**NO EMPLOYEE AFFIDAVIT**

**1. Check and complete one:**

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

**OR**

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

**2. Check one.**

I, \_\_\_\_\_, am a United States citizen or legal permanent resident.

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

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

**OR**

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

*Consultant 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 Consultant participates in the Department of Labor Lawful Presence Verification Program)

I, JOSH MCGIBSON, as a public consultant under contract with the City of Black Hawk (the "City"), hereby affirm that:

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

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

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

[Signature]  
Consultant Signature

2/3/14  
Date

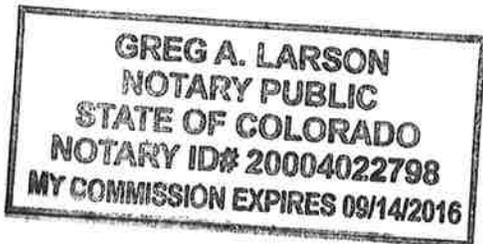
STATE OF COLORADO )  
 ) ss.  
COUNTY OF Boulder )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 4th day of February, 2014, by Josh McGibson as Vice President of JVA, Inc.

My commission expires:

(S E A L)

[Signature]  
Notary Public



**ACCEPTABLE DOCUMENTS FOR  
LAWFUL PRESENCE VERIFICATION**

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

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

**OR**

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

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

**AND**

**Documents that Serve to Prove Identification:**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/4/2014

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).

<b>PRODUCER</b> USI Colorado LLC 1515 Wynkoop, Suite 200 Denver CO 80202	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 303-837-8500		FAX (A/C, No): 303-831-5295
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> JVA, Inc. 1319 Spruce Street Boulder CO 80302	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A :XL Specialty Insurance Co.		37885
	INSURER B :Travelers Indemnity Co		0
	INSURER C :Pinnacle Assurance		
	INSURER D :The Charter Oak Fire Insurance Comp		
	INSURER E :		
INSURER F :			

**COVERAGES**                      **CERTIFICATE NUMBER: 2048316543**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
D	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	6801421L860	5/1/2013	5/1/2014	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
D	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA1696L578	5/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP6968Y20A	5/1/2013	5/1/2014	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	4131403	5/1/2013	5/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Professional Liability Claims Made			DPR9703879	5/1/2013	5/1/2014	Per Claim	\$2,000,000
							Annual Aggregate	\$3,000,000

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and Owner are included as Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. This insurance will apply on a primary, non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers' Compensation. Limited Contractual Liability is included. The Umbrella / Excess Liability policy provides excess coverage over See Attached...

### CERTIFICATE HOLDER

### CANCELLATION

City of Black Hawk P.O. Box 68 Boulder CO 80302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY USI Colorado LLC		NAMED INSURED JVA, Inc. 1319 Spruce Street Boulder CO 80302	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

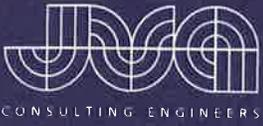
### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

the General Liability, Automobile Liability and Employers Liability.  
City of Black Hawk

## **EXHIBIT A**

JVA, Consulting Engineers  
Highway 119 Waterline Design Services  
October 31, 2013



Proposal

City of Black Hawk  
**Highway 119 Waterline Design Services**

October 31, 2013

Prepared for:



Prepared by:

JVA, Inc.  
William A. Raatz  
Project Manager  
1319 Spruce Street  
Boulder, CO 80302  
wraatz@jvajva.com  
303.444.1951

**Consultant** must sign below to indicate an understanding of the conditions of the **RFP**, and return with the proposal.

Name of **Consultant**: JVA, Inc.

Address: 1319 Spruce Street, Boulder, CO 80302

Phone: 303-444-1951 FAX: 303-253-9065

Print Name: William A. Raatz

Authorized Signature



Date: 10/30/13



JVA, Incorporated  
1319 Spruce Street  
Boulder, CO 80302  
Ph: 303.444.1951  
Fax: 303.444.1957  
Toll Free: 877.444.1951

October 30, 2013

Mr. Jim Ford, Water System Coordinator  
City of Black Hawk  
460 Gregory Street  
Black Hawk, Colorado 80422

Web site:  
[www.jvajva.com](http://www.jvajva.com)

E-mail:  
[info@jvajva.com](mailto:info@jvajva.com)

Re: Proposal for the City of Black Hawk  
Highway 119 Waterline Engineering Design Services

Dear Jim:

JVA, Incorporated (JVA) is excited to provide our proposal for engineering design services to the City of Black Hawk (City) for the Highway 119 Waterline Engineering Design Services. JVA attended the pre-proposal meeting on October 17, 2013, and we have reviewed both the site area and the information provided in the Request for Proposal (RFP). We have put together the requested information and put forth an assessment and design approach for meeting the expectations and requirements of the City on this project.

JVA is uniquely qualified to provide a creative and innovative approach to the waterline design. JVA is one of the few remaining medium sized regional engineering firms in Colorado. Our size and location allows us to utilize all local engineers, with small mountain community water system experience. As project manager, I have over 15 years of experience in water and wastewater systems. Our design team has recently completed design of a similar 12-inch waterline for City of Central and currently providing construction management services with the work approximately 40% complete. Resumes for our design team have been included in the proposal highlighting this most recent project and their experience on other relevant projects.

JVA proposes a not-to-exceed fee of \$25,100 for Tasks 1, 2, and 3 of the design project, and we have provided an estimated hourly breakdown by task in our proposal. We have also provided an estimated fee for construction management services (Task 4). Our fees will be billed on a monthly basis, and include standard reimbursable expenses of travel and printing. These fees will not be exceeded without written authorization by the City staff.

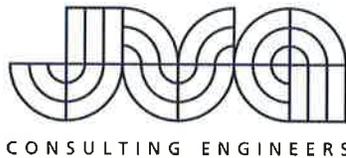
We believe we have been very responsive to your RFP and look forward to discussing this opportunity further. JVA is the right company for your design needs, and we look forward working with the entire water system staff on the Highway 119 waterline project.

Sincerely,  
JVA, Incorporated

By:  \_\_\_\_\_

Project Manager

Attachment



---

## Introduction

*JVA, Inc. (JVA) appreciates the opportunity to present our design team and qualifications to the City of Black Hawk for your Highway 119 Waterline Design Services project. JVA has extensive experience on projects of a similar scope in nearby City of Central and other local Colorado municipalities. The following information is based on the Request for Proposal (RFP) requirements issued on October 7, 2013 and Addendum 1 that was received by our office on October 24, 2013.*

---

## Qualifications



JVA is a civil, environmental, and structural consulting engineering firm headquartered in Boulder, Colorado, with a northern office in Fort Collins and a mountain office

in Winter Park. JVA is celebrating our 57<sup>th</sup> anniversary of engineering excellence, serving municipalities, special districts, and owners throughout Colorado and the Rocky Mountain region. Our current staff size consists of 72 experienced engineers, designers, and administrative staff. We are well versed in handling a variety of engineering projects, always examining local conditions and operational concerns when designing engineering projects to provide the best service possible.

Our civil and environmental engineering department focusses on a wide variety of water distribution, wastewater collection, and water/wastewater treatment projects. Our expertise includes master planning, distribution and collection system design, wastewater utility plans, preliminary engineering reports, process design reports, treatment process selection and design, financial assistance applications, bidding and construction services, field start-up services, and operations and maintenance manuals. Our projects

range from small studies to construction projects valued at over \$10 million.

The JVA staff assigned to this project work from JVA's main office in downtown Boulder. The Boulder office is comprised of more than 55 technical engineers and drafters, 26 of whom are civil and environmental engineers. Our structural department includes a similar number engineers and drafters.

We are committed to excellence in our service to all clients. As consulting engineers, we are dedicated to superior design, and also understand the need to communicate, work as a team, and complete projects on time. JVA provides its clients with creative thinking, design sensitivity, and cost-effective engineering. We recognize that true service to the client is more than quality engineering. Maximizing resources, meeting deadlines, and truly listening to your needs are our primary goals.

## Project Team

JVA incorporates a team approach on all of our projects. Our project success is a result of close coordination and communication with the owners, designers, contractors, and vendors, allowing us to serve you more effectively.



The members of our proposed team are provided on the Organization Chart below. Each team member and their role in the project are described further in the following pages. Additional information for specific projects is included on individual resumes provided in the Appendix.

In addition to the JVA staff proposed for this project, the geotechnical investigations and surveying services are provided by subcontractors.



JVA proposes to use Flatirons, Inc. (Flatirons) for all

surveying work associated with the project, including topography, utility locates, and easement exhibits. Since 1999, JVA and Flatirons have worked together on numerous projects and have developed an excellent relationship where the quality of work for the Client is assured as well as quick response times.

Flatirons, Inc. is a Boulder based corporation that has served the State of Colorado for 30 years, providing land surveying, GIS and environmental services for public, private and governmental clients. As one of the largest locally-owned, independent professional firms, which is certified as a “small business,” Flatirons offers exceptional value and personal attention unmatched by their competitors.

**GROUND** ENGINEERING CONSULTANTS JVA proposes to use Ground Engineering Consultants, Inc. (GROUND) for geotechnical investigation, to evaluate soil conditions, provide pavement design and management, and failure analysis. JVA has worked with GROUND on many projects in the and have an excellent relationship. GROUND has six Colorado office locations and an experienced staff of 130+ professional engineers and technicians with the proper certifications to provide excellent engineering, construction observation and materials testing services.





**JOSH MCGIBBON, P.E.**  
**ENVIRONMENTAL MANAGER/SR. ASSOCIATE**

Josh's primary responsibility is to review the project schedule and budget, commit project resources, and provide technical oversight to the design team. Josh will oversee the JVA team based on his strong background in water and utility infrastructure work as well as his environmental manager role. Josh has gained significant engineering planning and design experience in his 14-year consulting career. He has been the Engineer of Record for the planning and design of numerous new water treatment plants, expansions, and retrofit projects, as well as large distribution system improvement projects. In addition, Josh will be the primary management liaison for contract discussions with the City.

**WILLIAM A. RAATZ, P.E.**  
**PROJECT MANAGER**

Will has more than 15 years of experience with water and wastewater systems, and will be the project manager and primary contact for the City of Black Hawk (City). His experience includes master planning, hydraulic modeling, water storage tanks, pump stations, distribution system design, operation and maintenance oversight, and construction administration.

Will has previously served as engineer for several special districts, including Wheat Ridge Sanitation District, Northwest Lakewood Sanitation District, High View Water District, Daniels Sanitation District, Berkeley Water and Sanitation District, and Mount Carbon Metropolitan District. In these past roles, Will has attended board meetings, negotiated with other governmental agencies, made public presentations, and provided engineering services from revising rules and regulations to overseeing capital improvements projects. He currently serves as engineer for the City of Central, Aspen Park Metropolitan District, and Town of Mead, and as a technical expert on other JVA projects.

Will is the Team Lead for the Highway 119 waterline project. Will is currently providing construction administration for the City of Central Lawrence Street project involving 1,560 feet of 12-inch ductile iron pipe and 1,500 feet of 8-inch and 12-inch SDR26 PVC sanitary sewer line, which is a joint project between the City of Central and the Black Hawk/Central City Sanitation District. Will understands the importance of maintaining traffic flow and working closely with casinos in the planning for a project that may impact casino visitors. He also understands the design elements required for working in a mountain town, including rock excavation techniques, high pressure zones, and addressing unknown and changing subsurface conditions.

"JVA's expertise in civil engineering, mapping, and treatment processes is extensive; and their size made them cost efficient and responsive to District needs. They excel at teamwork."

—Gayle Packard-See burger, District Manager  
Niwot Sanitation District

**MANDY RASMUSSEN**  
**PROJECT ENGINEER**

Mandy will be the project engineer for the Highway 119 waterline project, and will complete a records review and alignment alternative assessment. She will also complete the design drawings, technical specifications, and bid documents in compliance with Black Hawk design standards and procurement requirements. Mandy was on the design team for the City of Central Lawrence Street water line and sanitary sewer line project.

**JANET CARDENAS**  
**DESIGN ENGINEER**

Janet will be the design engineer for the Highway 119 waterline project, and will coordinate survey and geotechnical investigations at the start of the project. She will also perform construction

management and observations during installation of the waterline. Janet reviewed submittals, performed construction observations, and ran progress meetings for the City of Central Lawrence Street water line and sanitary sewer line project.

**JON DRIGGERS  
SENIOR DESIGNER**

Jon is the lead senior designer for all of our waterline projects, including the City of Central Lawrence Street water line and sanitary sewer line project. He and the rest of our design staff are highly talented in mapping and drawing production, using the latest version of AutoCAD and companion software, including Civil3D. JVA designers have produced the most complex plans in an effective and understandable manner and with state of the art production facilities that utilize the latest computing technologies. Our experience includes using both ESRI and Autodesk GIS products, and compiling record drawings at the completion of construction projects.

All JVA project engineers and designers work very well together, with regular project meetings and communications to keep each other informed of project progress. The selected design team members were all involved with the recent City of Central Lawrence Street water line project, and know how to complete a successful water line design from the kickoff meeting through construction.

**Similar Project Experience**

JVA has completed numerous projects that are similar and relevant to the City of Black Hawk in your evaluation of consultants. Here is a brief listing, and we have added references for each project with the description.

**City of Central Lawrence Street Water Line and Sanitary Sewer Line Improvements  
Central City, CO**



**Reference:**  
Shawn Griffith, Utility Systems  
Superintendent, City of Central  
719-332-3047  
Budgeted Cost: \$619,000  
Final Cost: \$600,000 (anticipated)  
Completion Date: under construction

JVA is currently performing construction administration on a project to install 1,560 feet of 12-inch water line and 1,500 feet of 8-inch and 12-inch sanitary sewer line in Lawrence Street. JVA completed design of the water line for City of Central and design of the sanitary sewer line for the Black Hawk/Central City Sanitation District, and then combined the drawings and specifications into one project. The work included converting Gregory Street to two-way traffic, rock excavation, and restoration of pavement.

**Town of Lyons Transportation, Water/Wastewater, Civil/Structural Engineering Services Related to the 2013 Flood, Lyons, CO**



**Reference:**  
Jim Blankenship, Town Engineer  
Town of Lyons, 303-604-1634  
Budgeted Cost: \$900,000  
Final Cost: unknown  
Completion Date: under construction

JVA is currently performing investigation, design, and construction administration for temporary emergency repairs and permanent repairs to water lines, sanitary sewer gravity lines and force mains, and other critical infrastructure. JVA has full-time personnel in the field to assess damage, coordinate bid packages with Town and FEMA, and oversee construction of infrastructure repairs.

### Pueblo West Water Transmission Line Pueblo, CO



**Reference:**  
 Scott Eilert, Utilities Director  
 Pueblo West Metro District  
 719.248.1717  
 Budgeted Cost: \$2.8M  
 Final Cost: \$2.2M  
 Completion Date: December 2013  
 (anticipated)

This project involves approximately 10,000 feet of water transmission main from the Water Treatment Plant to South Paulding Drive, and a water main extension along South Angus Drive for Pueblo West Metropolitan District. The work consists of 36-inch, 24-inch, and 18-inch PVC water transmission line to serve the Pueblo West Metro District (PWMD) and provide future capacity to a planned reservoir for the District as well as allow for greater redundancy to the current system which also serves the City of Pueblo. JVA lead a team of consultants for this design and updated PWMD water system models to include the new transmission line. The project is currently under construction with an anticipated substantial completion date of December 2013.

### Nunn Water Distribution System Improvements Nunn, CO



**Reference:**  
 Gina Janett, Management Consultant  
 Town of Nunn  
 970.493.4677  
 Budgeted Cost: \$2.2M  
 Final Cost: \$2.4M  
 Completion Date: June 2014

The Town of Nunn has a water distribution system that has exceeded its design life and a historic water storage tank that was taken out of service. JVA designed improvements for 25,000 feet of water distribution pipe and replacement of all water meters within the service area, and this construction was completed in June 2013. A hydraulic model was developed and utilized to evaluate water pipe sizing, water main extensions, and the resulting water quality

and predicted fire flow. The project also included a new 180,000 gallon elevated water storage tank and the Notice to Proceed was issued in October 2013. JVA assisted the Town with applying for State Revolving Fund and USDA Rural Development financing, and was successful in securing funding for the entire project.

### Town of Berthoud Engineering Services Berthoud, CO



**Reference:**  
 Mike Hart, Town Manager  
 Town of Berthoud  
 970.532.3651  
 Budgeted Cost: \$330,000  
 Final Cost: \$225,000  
 Completion Date: April 2012

JVA completed water and wastewater system Master Plans for the Town of Berthoud. The comprehensive water master plan includes hydraulic model of the Town water distribution system, storage improvements, creating new pressure zones and water treatment upgrades. A detailed Capital Improvement Plan was included for treatment, distribution and storage. JVA also performed on-call engineering services for the water system including permitting, compliance and water quality assessments. JVA recently designed a raw water bypass pipeline for their WTP, which consisted of over 3000 feet of 18-inch PVC with overflow structures, a ditch crossing and dam assessment. JVA is currently working on a solids process and handling upgrade project with the Town.

### Raw Water Transmission Line Lamar, CO



**Reference:**  
 Gary Berggard, BD Manager  
 Honeywell  
 303.442.5700  
 Budgeted Cost: \$2.0M  
 Final Cost: n/a  
 Completion Date: Spring 2014



JVA worked with Honeywell on a design-build raw water transmission line project for the City of Lamar to replace 35,000 feet of 14-inch cast iron well transmission piping installed in the 1930's. The pipeline had been repaired in many locations, was leaking, had tuberculation, and has outlived its service life. JVA designed the replacement pipe and prepared construction documents for the design-build project that included 24,000 feet of new 16-inch DR 25 PVC pipe, 11,000 feet of new 12-inch DR 25 PVC pipe, concrete encasement at four road crossings and valves, fittings, and other appurtenances.

**Redhill Forest Property Owners Mutual Water and Cattle Association, Redhill Forest, Hartsel, CO**



**Reference:**  
 Buzz Angeli, President, RHF POMWACA  
 720.454.9952  
 Budgeted Cost: \$3.8M  
 Final Cost: unknown  
 Completion Date: 2014

JVA completed the design of 6.8 miles of water distribution pipeline from the Association's water treatment facility throughout the subdivision. The new water mains were be buried at 10 feet deep and insulated to eliminate the freezing issues found in the old system. The design included Water CAD model of system, evaluation of plan and profile alignment alternatives, pipe material analysis, thrust protection, joint restraint systems, air release/vacuum breaker valves, blow off drain design, and isolation valve locations. This project involved federal contracting requirements and was funded by a USDA Rural Development loan.

**Sewer Main Rehabilitation and Connection to CCMD Town of Rye, CO**



**Reference:**  
 Terry Mabrey, Mayor  
 Town of Rye  
 719.225.6822  
 Budgeted Cost: \$2.0M  
 Final Cost: \$2.0M  
 Completion Date: 2009

The Town of Rye retained JVA to perform the design of a sewer main extension from the Town of Rye to Colorado City Metropolitan District (CCMD). The project included approximately 10,000 feet of 8-inch sanitary sewer line, four bore and jack highway crossings, 50 manholes and two flow meter stations. The project also includes replacement of water and sewer mains in Oak Street and Roley Alley, and a new sewer main in Park Road. Sewer repairs consisted of cured in place pipe (CIPP) for approximately 1,500 feet at multiple locations throughout Town. The project was funded by the American Reinvestment and Recovery Act (ARRA).

**Additional References**

In addition to the references provided above for the specific projects, we encourage you to call any of the references below, to gain further insight into the level of our service in current and past projects. These references have all worked directly with Will Raatz and other members of the design team and JVA staff.

Lynn Hillary, District Administrator  
 Black Hawk/Central City Sanitation District  
 Black Hawk, CO  
 303-582-3422

Ed Schemm  
 Larimer County Department of Health and Environment  
 Fort Collins, CO 80524  
 970-498-6778

Bob Blodgett, Principal/Manager  
 Clifton Larson Allen/Aspen Park Metropolitan District  
 Greenwood Village, CO 80111  
 303-265-7916

Kent Kisselman, Public Works Superintendent  
 (Kent was Operations Director for City of Central)  
 City of Northglenn  
 Northglenn, CO 80233  
 303-450-4005



“Rye Colorado was very fortunate when they made contact with JVA. Within a short period of time there was a plan, the funding had been secured and the challenge was met and solved.”

—Sam Serration Mayor Pro Tem.  
Town of Rye

## Assessment and Design Approach

JVA has developed an assessment and design approach for the Highway 119 waterline project that seeks to minimize traffic disruption while providing enough area for construction activities.

Based on the pre-proposal meeting and information provided, there appear to be two main alternatives for the waterline alignment: 1) locating the waterline in the shoulder area, and 2) locating the waterline in the road. In addition, there are likely just two options for traffic control that will keep traffic moving smoothly in both directions: A) closing one direction of the highway and making the other side two-way traffic, and B) closing the interior lanes for each direction and leaving the exterior lanes open for normal traffic flow. The alignment alternatives and traffic control options are discussed further below.

Alternative 1 is an alignment of the waterline in the shoulder along Highway 119. The advantages of this alignment are that the waterline is outside of the road, which would provide easier and safer access for operation and maintenance. The disadvantages of this alignment are that it would be difficult to construct as the shoulder is fairly narrow and the rock cliff wall provides an additional constraint to excavation equipment. This alignment may also end up being more costly due to the anticipated damage and replacement of concrete curb and gutter and the stormwater inlets and catch basins along the road, along with a significant amount of rock excavation anticipated.

Alternative 2 is an alignment of the waterline in Highway 119. There are actually several possible sub-alignments as there are four lanes of travel in which to locate the waterline, and the selected lane will dictate the type of traffic control required to accommodate construction activities. The advantages of this alignment are that the construction is easier in an established roadway, less rock excavation is anticipated, and crossing the stormwater pipes is much more easily accomplished.

Option A for traffic control is to close the westbound lanes of Highway 119 for construction, and convert the eastbound lanes to two-way traffic, or vice versa. The main advantage of this traffic control option is that it provides the best separation of the public from the construction activities. The disadvantage is that it creates the most disruption to traffic flow.

Option B for traffic control is to close the interior lane of each direction, allowing normal traffic flow in the exterior lanes of Highway 119. The main advantages of this traffic control option is that it is the least disruptive to traffic flow, allowing the existing stoplights to be used, and that the contractor can potentially utilize the median for soil stockpiling. The main disadvantage is that traffic is on both sides of and closer to the construction activities.

The final selection to make in the design process is the location of the pressure reducing valve (PRV) vault. The three main location possibilities are in the shoulder, in a traffic lane, or in the left turn lane at Richmond Street. JVA proposes to discuss these potential locations with the City to arrive at a consensus as to where the most beneficial spot is for their maintenance crews to get access.

As you can see from the above assessment and design approach, there are several combinations of alignment, traffic control, and PRV vault locations to consider. JVA anticipates that our discussions will help reduce the viable options resulting in two or three preliminary designs. Based on our initial



assessment, an alignment of the water line in the interior westbound lane seems to be the most suitable, with the PRV vault near Richmond Street, and closing the interior lanes to traffic during construction. Another possible alignment is in the exterior eastbound lane, with the PRV vault located at either end of the project, and the eastbound lanes closed to traffic during construction.

## Work Program

The Work Program for the Highway 119 waterline project has been separated into four tasks consistent with the RFP and proposed schedule and fee spreadsheet.

### Field Survey

JVA wants to ensure that the expectations, requirements, and needs of the City are met on this design project. The JVA has already proposed some ideas for the project in the Assessment and Design Approach section, however, we realize that we must be flexible and incorporate the institutional knowledge of the water system staff, and plans for the future operation of the distribution system. Accordingly, we will begin the Highway 119 waterline project by gathering with the City water system staff to discuss details of the project, listening closely to their input and developing a full understanding of the project and requirements.

While at the kickoff meeting, JVA will obtain record documents and electronic files pertinent to the work area. JVA will also coordinate a survey and geotechnical investigation of the work area. These activities will be coordinated so that utility locates for the geotechnical boring and the boreholes are picked up by the surveyor, eliminating the additional cost of a private locate for design. JVA engineers will review the record documents and visually assess the project area during the survey and geotechnical investigations.

### Preliminary Design

JVA will utilize the topographic map produced by the survey along with the located utilities to develop alignment alternatives and complete two or three preliminary designs. Detailed plan drawings will be produced for discussion with the City, and each alignment alternative will be evaluated for excavation requirements, feasibility, traffic control, and an opinion of probable construction costs. These preliminary designs will be provided to the City for their review, and JVA will attend a meeting in Black Hawk with water system staff to discuss any comments or questions that arise, ultimately selecting the preferred alignment alternative.

### Final Design

JVA will further develop the preferred alignment alternative upon receiving formal approval from the City. The preliminary plan drawings will be developed into plan and profile drawings, showing all located utility crossings and the selected location for the pressure reducing valve vault. Technical specifications will also be developed based on the anticipated construction activities, and at a minimum will include the following sections:

- 02300 – Earthwork (rock excavation and blasting if required)
- 02510 – Water Distribution Systems
- 02675 – Disinfection of Water Systems
- 02740 – Asphaltic Concrete Paving

As discussed at the pre-proposal meeting and in the addendum, it is presumed that the City will coordinate all permitting with the Colorado Department of Transportation (CDOT). Please note that JVA has extensive experience working within and across CDOT right-of-way and their permitting requirements. JVA will include with the design a traffic control plan that complies with the Manual on Uniform Traffic Control Devices (MUTCD) standards.



As part of the final design, JVA proposes an onsite plan review with the water system staff. JVA will then issue a set of PDF documents suitable for bidding the project.

### Construction Management Services

Our standard hourly billing rates are provided for the Construction Management Services. We have estimated our efforts related to a 6-week construction schedule in order to help you plan and budget for this phase of the project. Also included in these fees are estimated materials testing cost for soil compaction and asphalt quality control. It appears that bidding of the project is not covered under this task, and we presume that the City will self-perform solicitation of bids. JVA has extensive experience with bidding projects and can assist or perform this role if requested.

### Contract Requirements

JVA has reviewed the City’s “Agreement for Consulting Services” and can agree to the contract language and meet the insurance requirements.

### Schedule

JVA has developed a proposed schedule for completion of the Highway 119 waterline design. The schedule presumes that the contract is awarded by November 13, 2013, and accommodates one week review times by the City and potential issues including weather and holiday schedules. Actual dates will be adjusted if the project is awarded after that date. The proposed schedule would produce a bid package that can be advertised before the end of February 2014.

Task	Product	Completion Date
1	Field Survey	December 18, 2013
2	Preliminary Design	January 15, 2013
3	Final Design	February 5, 2014
4	Construction Management Services	Out for Bid February 19, 2014

### Fees

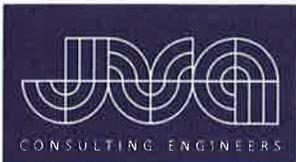
JVA has attached a spreadsheet that details our competitive fees based on the RFP and our understanding of the project scope. The fee estimate is broken down into the four tasks described in the Work Plan, so that correlation to our estimated effort for each major area of the work can be made. The fee total for Tasks 1, 2, and 3 is \$25,100.

Fees for the Construction Management Services are an estimate based on a 6-week construction period and limited soil compaction and asphalt testing, and should be revisited when the project is advertised for bid with a more accurate scope of work, or can be completed on a time and materials basis.

We feel the above schedule and fees reflect the scope of work required to complete the Highway 119 waterline project. We hope you agree that this effort will provide the City with a timely and cost-effective path forward for design project, and we look forward to working with the City of Black Hawk, creating a mutually-beneficial partnership that works well on this project and sets the stage for future endeavors.

# RESUMES

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## Josh J. McGibbon

### Senior Project Manager, Civil Engineering

#### Education

B.S. Montana State University,  
Civil Engineering, 2000

#### Registration

Professional Engineer,  
Colorado, 2006

#### Professional Organizations

Water Environment Federation

Rocky Mountain Water  
Environment Association –  
Executive Committee

American Water Works  
Association



#### Project Experience

Project Manager or Engineer of Record for the following Facilities:

**Town of Lyons CIP, Lyons, CO** – Project Manager for the water distribution and sewer collection system capital improvement plan. Produced overall system maps and performed hydraulic modeling of the water distribution system. Assisted in the preparation of the Wastewater Treatment Feasibility Study.

**Pueblo West Metro District WWTF, Pueblo West, CO** – Project engineer for a new solids handling facility for the 1.6 MGD WWTF including three new aerobic digesters, belt filter press with washwater reuse system, and new headworks grit classifier. Project included Site Application and CDPHE Design Review. Provided oversight for compiling Construction Documents and project bidding in accordance with SRF requirements.

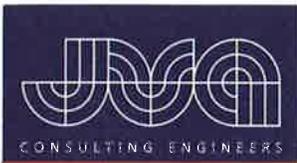
**Nunn Water Distribution System Improvements, Nunn, CO** – Engineer of Record for 25,000 feet of water distribution pipe. A hydraulic model was developed and utilized to evaluate water pipe sizing, water main extensions, and the resulting water quality and predicted fire flow. The project also included a new 180,000 gallon elevated water storage tank and replacement of all water meters within the service area. JVA assisted the Town with applying for State Revolving Fund and USDA Rural Development financing, and was successful in securing funding for the entire project.

**Redhill Forest Property Owners Mutual Water and Cattle Association, Redhill Forest, Hartsel, CO** – Design engineer for the preliminary design of 6.8 miles of water distribution pipeline from the Association's water treatment facility throughout the subdivision. The preliminary design included evaluation of plan and profile alignment alternatives, pipe material analysis, thrust protection, joint restraint systems, air release/vacuum breaker valves, blow off drain design, and isolation valve locations.

**Town of Rye Water and Wastewater Engineering, Rye, CO** – Project Manager for water treatment and distribution and wastewater treatment and collection improvement projects. Projects have included upgrades to the water treatment facility, water distribution system, collection system, raw water source improvements and related projects. Recent work with the Town included collection system repair and replacement project. JVA assisted the Town in obtaining a \$2 million grant from the American Recovery and Reinvest Act to construct a 10,000 linear feet sewer main extension to Colorado City.

**Town of Grover PER, USDA PER and ER, and WWUP, Grover, CO** – Project Manager for the development of both water and wastewater treatment facility Preliminary Engineering Reports (PERs) that evaluated the alternatives for providing water and wastewater treatment for the Town. PER report development included site location analysis, and population, flow and load projections for a new 25,000 gpd WWTF. The proposed plant includes an influent lift station, headworks, IFAS system, and sodium hypochlorite disinfection. WTF upgrades included Drinking Water Report for the installation of retention tanks for chlorine contact and distribution system upgrades. Project also included preparing Preliminary Engineering Reports for United States Department of Agriculture (USDA) Rural Development Funding, and development of the NFRWQPA wastewater utility plan. USDA funding applications and WWUP were submitted to the respective agencies in mid-March and are pending approval.

**Town of LaJara WTP, LaJara, CO** – Project manager for the Drinking Water Engineering Report and Application forms for system upgrades designed to bring the Town into compliance with State regulations. This included meeting with CDPHE Water Quality Control Division to discuss the details of design and aid in the review and approval process. System improvements include well and piping upgrades, backup power installation, and chlorine disinfection. Well and piping improvements address operational control and automatic exchange between primary and secondary treatment facilities. Chlorine disinfection brings the Town into compliance with the EPA.



## William A. Raatz

### Project Manager, Civil Engineering

#### Education

B.S., Mechanical Engineering,  
University of Minnesota, 1994

M.S., Civil Engineering,  
University of Minnesota, 1999

#### Registration

Professional Engineer:  
Colorado, Nevada, Wyoming  
and Internationally

Certified Water Professional

LEED Accredited  
Professional



#### Professional Organizations

American Water Works  
Association

Rocky Mountain Section  
American Water Works  
Association

Water Environment Federation

Rocky Mountain Water  
Environment Association  
(President Elect)



#### Project Experience

Project Manager or Engineer of Record for the following Facilities:

**Lawrence Street Improvements, City of Central, CO** – Designed and performed construction administration for a water line and sanitary sewer line project consisting of 1,560 feet of 12-inch ductile iron pipe and 1,500 feet of 8-inch and 12-inch SDR26 PVC pipe. The project included conversion of Gregory Street to two-way traffic, rock excavation, pavement restoration, and coordination with Black Hawk/Central City Sanitation District.

**City of Central, CO** – Serving as city engineer for on-call engineering services related to planning and public works. Projects have included preliminary engineering for a 250 space parking structure, water distribution system improvements, stormwater master plan and design, dam toe drain replacement, road improvements, a public works facility, and development of construction standards.

**Town of Nunn Water System Improvements, Nunn, CO** – Designed water systems improvements and performed construction administration for the Town of Nunn distribution system, including replacement and expansion of water lines and a new 180,000 gallon elevated water storage tank to improve water quality, water pressure, and fire flows. Project consisted of approximately 25,000 feet of 4-inch through 12-inch water line and a 300-foot boring beneath railroad and state highway right-of-way. Additional tasks included hydraulic analysis and assisting Town with tank site selection and permitting through Weld County.

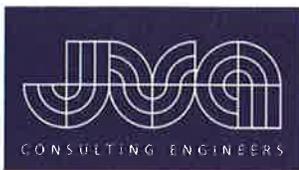
**Aspen Park Metropolitan District, Aspen Park, CO** – Serving as district engineer for engineering services related to water treatment and distribution, and wastewater collection and treatment. Water system includes groundwater supply wells, and separate domestic and fire protection distribution systems. Wastewater system includes a 25,000 gallon per day membrane treatment plant, and a combined infiltration and surface water discharge. Projects have included water use assessment, capital improvements program, budgeting, and rate analysis.

**Mount Carbon Metropolitan District, Morrison, CO** – Evaluated water and wastewater service alternatives for the Mount Carbon Metropolitan District and the adjacent Town of Morrison. Evaluated projected water demand and water treatment options from 1.0 to 4.0 MGD and authored the water supply system master plan. Completed site location application and preliminary design for a new 0.35 MGD sequencing batch reactor plant to meet anticipated nitrogen and phosphorus effluent discharge limits, including headworks, sequencing batch reactors, effluent equalization, UV disinfection, and aerobic sludge digestion.

**Daniels Sanitation District and High View Water District, Lakewood, CO** – Provided on-call services for review of water and sanitary sewer system improvements and other engineering tasks. Utilized EPANet hydraulic model obtained from Denver Water to assess system operations and evaluated proposed water distribution system improvements.

**Rocky Mountain National Park, Estes Park, CO** – Evaluated water connection options for decommissioning the onsite wells and water treatment plant in Rocky Mountain National Park and connecting to the Town of Estes Park water distribution system. Reviewed historical water usage, assessed existing water system condition, analyzed hydraulics, developed water connection alternatives, and authored report evaluating and recommending the most appropriate alternative.

**Indiana Dunes National Lakeshore, Porter, IN** – Designed 3 miles of 12-inch water main extension to provide municipal water supply and fire flow to several historical locations.



## Mandy M. Rasmussen

### Project Engineer, Civil Engineering

#### Education

M.S. Colorado State University,  
Environmental Engineering  
course work, 2006-2008

B.S. Colorado State University,  
Environmental Engineering,  
2006

#### Registration

Engineer Intern (E.I.) certificate;  
Colorado (2006)

#### Professional Organizations

Water Environment Federation

American Water Works  
Association



#### Project Experience

Project Engineer or Utilities Engineer for the following Facilities and Utilities:

**Lawrence Street Improvements, City of Central, CO** – Completed all design drawings, technical specifications, and bid documents for a 1,560 foot water line and 1,500 foot sanitary sewer line simultaneous replacement project. The project included increasing the sanitary sewer bury depth from 18 inches in some areas to a minimum of six feet. The alignment of the water line was adjusted to include two additional fire hydrants and maintain a three foot distance from existing buried gas lines. All technical specifications were coordinated and in compliance with both the City of Central and the Black Hawk/Central City Sanitation District design standards.

**Town of Berthoud Water and Wastewater Master Plans, Berthoud, CO** – JVA prepared the water and wastewater master plans for the Town of Berthoud in 2010 and 2011. As these are living documents, on-call engineering services are provided to reference and refine the plans to inform analyses of new developments and the necessary fees to cover required infrastructure capital costs. Continued work with the water master plan hydraulic model to create new pressure zones and quantify future infrastructure needs. Review of capacity available in wastewater collection system and triggers for future expansions.

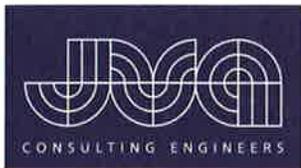
**Berthoud Estates Preliminary Engineering Report, Berthoud, CO** – JVA completed a preliminary engineering report based on ammonia discharge limits for an existing lagoon wastewater treatment plant. Alternatives evaluated included lagoon improvements, a new mechanical wastewater treatment plant, and several alignment options for connecting to the Town of Berthoud sanitary sewer collection system. The recommended alternative was to construct a new mechanical facility, and Berthoud Estates is in the process of securing funding to complete the project. JVA met regularly with the County and Community Association throughout the project and made adjustments based on these meeting discussions. JVA presented the alternatives to the Community Association membership in a public meeting.

**Town of Nunn Elevated Water Storage Tank, Nunn, CO** – Prepared all drawings, specifications, and bid documents for a 180,000 gallon elevated water storage tank. Performed construction administration in accordance with all Town of Nunn and Colorado State Revolving Fund requirements.

**Rainbow Valley Water District, Divide, CO** – Engineer responsible for an alternatives analysis, preliminary engineering report, and conceptual design documents for raw water diversion structure improvements. Design components for this 110 home community water system included a varying level draw off facilities, an 8-inch gravity pipeline, and flow measurement ability in a remote area.

**Saddler Ridge Metropolitan District Water Reclamation Facility, Severance, CO** – Engineer responsible for assisting in the planning and design-build services for a new water reclamation facility for the Saddler Ridge Metropolitan District near Severance, Colorado. This 0.50-MGD mechanical treatment plant included anoxic and aerobic basins and a membrane bioreactor (MBR) filter to provide total nitrogen and total phosphorus reduction. This facility was designed to meet standards for future wastewater reuse infrastructure within the District. Project work included assisting the District in the Site Application process, completing a Joint Utility Plan for the District and Town of Severance, preliminary design of the treatment plant, final design, and construction administration services. The Joint Utility Plan met all requirements from the North Front Range Water Quality Planning Association and was a valuable planning document to coordinate wastewater service for future developments. Identified financial obligations and cost sharing opportunities for future collection system and WWTF expansions throughout the Severance service area.

**Utilities Engineer, California Public Utilities Commission** – Engineer responsible for the review of surface water treatment plant upgrades, groundwater well replacements, pipeline replacements, installation of recycled water infrastructure, meter replacements, and tank and reservoir rehabilitation projects. Specific projects included an upgraded 30 MGD surface water treatment plant in Fontana, California that treated water from a seasonal source with high turbidity and another upgraded 30 MGD surface water treatment plant in San Jose, California that proposed to switch from direct media filtration to membrane filtration. Duties included discovery, data analysis, and written testimony in the review of investor-owned water utility rate increase requests associated with capital improvements. Responsibilities also included preparing cost-benefit analyses, policy reviews of rate design, revenue projections, source of supply planning, and urban water management planning, as well as defending written testimony by testifying orally in evidentiary hearings before an administrative law judge.



# Janet Cardenas

Design Engineer, Civil Engineering

## Education

M.S. University of Colorado  
Boulder, Civil Engineering, 2011

B.S. University of Florida,  
Environmental Engineering,  
2008

## Registration

EIT Certification

## Professional Organizations

American Water Works  
Association

Rocky Mountain Section  
American Water Works  
Association

Water Environment Federation



## Project Experience

Design Engineer for the following Facilities/ Projects:

**City of Central Water Distribution System, City of Central CO** – Design engineer for a water line and sanitary sewer line project consisting of 1,560 feet of 12-inch ductile iron pipe and 1,500 feet of 8-inch and 12-inch SDR26 PVC pipe. The project included conversion of Gregory Street to two-way traffic, rock excavation, pavement restoration, and coordination with Black Hawk/Central City Sanitation District.

**Mountain View Villages Water and Sanitation District, Leadville CO** – Design engineer for assisting in the analysis of sludge dewatering alternatives at the District's wastewater treatment facility. Project work includes evaluation of sludge dewatering technologies and preparation of compliance documents.

**Boulder Valley School District, Boulder CO** – Design engineer for assisting with the preliminary design of a lift station required to transfer wastewater from infrastructure damaged by the 2013 flood. Project work includes preliminary sizing calculations.

**YMCA of the Rockies, Estes Park Center, Estes Park CO** – Design engineer for assisting with services related to the 2013 flood recovery efforts. Project work includes preparation of permits through the Army Corps of Engineers.

**Niwot Sanitation District Wastewater Treatment Facility, Niwot CO** – Design engineer for assisting with services related to the 2013 flood recovery efforts. Project work includes replacement of the aeration basin liner and preparation of construction documents

**Redhill Forest Property Owners Mutual Water and Cattle Association, Littleton CO** – Design engineer for assisting with water distribution system improvements. Project work includes evaluation of air release valves placement and preparation of construction documents.

## Previous Work Experience

**City of Salida Water Treatment Facility, Salida CO** – Design engineer for developing a groundwater under the direct influence of surface water impact study. Project work included an alternatives evaluation and capital improvement budgets for future compliance related improvements

**Eagle River Water and Sanitation District, Vail CO** – Design engineer for the implementation of a corrosion inhibition program for the water distribution systems at the Towns of Avon and Edwards. Project work included selection of inhibition chemical, feed/pumping equipment, and Colorado Department of Public Health and Environment compliance documentation.

**Town of Carbondale Wastewater Treatment Facility, Carbondale CO** – Design engineer for assisting in the analysis of sludge dewatering alternatives at the Town's wastewater treatment facility. Project work included evaluation of sludge dewatering technologies and recommendation of the suitable technology.

**Research Assistant, university of Colorado, Boulder CO** – Thesis M.S. research guided by Dr. R. Scott Summers on granular activated carbon adsorption of dissolved organic matter and trace organic contaminants in drinking water. Primary focus areas included investigation on the effects of influent dissolved organic matter concentration and pretreatment.

**Nelson Flanders Water Treatment Plant, Boulder CO** – Research assistant for the implementation of powder activated carbon for the removal of taste and odor compounds. Project work included bench scale testing and adsorber selection.

# FEES

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## 2013 HOURLY BILLING RATE SCHEDULE

CIVIL ENGINEERING DEPARTMENT

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<b>Position:</b>	<b>Rate:</b>
Principal	\$144-\$160
Senior Project Manager	\$120-\$140
Project Manager	\$108-\$124
Senior Engineer	\$116
Senior Designer	\$100-\$104
Project Engineer	\$96-\$100
Design Engineer	\$88-\$96
CAD Designer	\$88
Administrative Support	\$76-\$80

Auto travel shall be reimbursed at \$.565 per mile. Costs for express delivery, airfare, car rental, meals, lodging, printing, copying, long distance calls and shipping shall be reimbursed at 1.1 times direct cost.



**Flatirons, Inc.**  
*Surveying, Engineering & Geomatics*  
 3825 Iris Avenue, Ste 395  
 Boulder, CO 80301  
[www.flatisurv.com](http://www.flatisurv.com)  
 Phone (303)443-7001 Fax (303)443-9830

## FLATIRONS, INC. RATE SCHEDULE – 2013

### SURVEYING

SURVEY PROJECT MANAGER	\$95/HR
ONE-MAN FIELD CREW	\$110/HR
TWO-MAN FIELD CREW	\$145/HR
THREE-MAN FIELD CREW	\$180/HR
RODMAN/FLAGGER	\$50/HR
COMPUTER ASSISTED DRAFTING (CAD)	\$75/HR
LICENSED PROFESSIONAL LAND SURVEYOR	\$125/HR
3D Laser Scanning (HDS) Field	\$250/hr
3D Laser Scanning (HDS) Office Technician	\$150/hr
3D Laser Scanning (HDS) Consulting	Call for Quote

### GIS

PROJECT MANAGER	\$115/HR
ANALYST	\$85/HR
TECHNICIAN	\$75/HR
TRAINING FROM CERTIFIED TRAINER	\$120/HR

### OTHER

EXPERT: LICENSED PROFESSIONAL (TESTIMONY AND REPORTING)	\$200/HR
TRAINED MEDIATION SERVICES	\$250/HR
SECRETARIAL / ADMINISTRATION	\$45/HR
OVERTIME WORK	RATE + 30%
SUNDAY / HOLIDAY / NIGHT WORK	RATE + 30%

### REIMBURSABLES - EXTRAS

EXPENSES (plats, maps, construction materials, etc.)	COST + 15%
REPRODUCTION:	
Letter or legal photocopies	\$0.15/page
11 x 17	\$0.50/page
18 x 24	\$1.00/page
24 x 36	\$2.50/page
Mylars for recording	\$20.00/page
DELIVERY	COST + 15%
OUTSIDE CONSULTANTS	RATE + 15%
PER DIEM PER PERSON - GSA per diem rates	
MILEAGE - GSA standard rate (over 50 miles one way)	

**GROUND ENGINEERING CONSULTANTS, INC.**  
FEE SCHEDULE – ENGINEERING (2013) 2012E1.2

**FIELD INVESTIGATION (Geotechnical and Environmental)**

Drill Rig - Truck Mounted with 2-Man Crew	
4-inch and 6-inch Solid Auger.....	\$125 - \$145 per hour
Hollow Stem Auger.....	\$140 - \$165 per hour
NX Wireline Coring/Rotary .....	Bit Wear + \$155 - \$200 per hour
Standby Time .....	Hourly drill rate
Track Mounted Rig (Additional) .....	\$155 - \$210 per hour
Drill Rig Mobilization and Demobilization	
In Town under 50 miles .....	Hourly Rate
Truck Mounted Rig .....	\$1.75 per mile + \$35 per man per hour
Track Mounted Rig .....	\$3 per mile + \$35 per man per hour
Water/Support Truck .....	\$1.15 per mile + \$35 per man per hour
Pick up .....	\$1.15 per mile + \$35 per man per hour
Falling Weight Deflectometer .....	\$325 per hour

Drill Rig Support Vehicles	
Water Truck.....	\$175 - \$300 per day
Support Truck.....	\$150 - \$175 per day
Environmental Drilling	
Personal Protection Equipment	
Level D .....	\$100 per man per day
Level C .....	\$150 per man per day
Steam Cleaner.....	\$90 - \$100 per day
Equipment Rental .....	Cost + 20%
Well Construction Materials .....	Cost + 20%
Drill Crew Overtime.....	\$25 - \$45 per hour
Geophysical Survey.....	\$95 per hour
Field Engineer/Enviro. Tech.....	\$65-\$85 per hour
PID .....	\$150 per day
pH/Temp Meter .....	\$40 per day

**LABORATORY TESTING**

Natural Density and Moisture Content .....	\$12.50
Atterberg Limit (ASTM D-4318) .....	\$45.00
Specific Gravity .....	\$60.00
Gradation Analysis (ASTM D-422)	
a. All Standard Sieve to #200 Sieve.....	\$55.00
b. Percent Less Than #200 Sieve .....	\$35.00
c. Hydrometer Analysis, add .....	\$55.00
Swell-Consolidation	
a. Loaded to 10,000 psf.....	\$45.00
b. Per load in Addition to 10,000 psf .....	\$10.00
Time-Consolidation (ASTM D-2435).....	\$350.00
Unconfined Compressive Strength (ASTM D-2166).....	\$40.00
Direct Shear, per point	
a. Unconsolidated-Undrained (Quick Test) .....	\$125.00
b. Consolidated-Undrained .....	\$135.00
c. Consolidated-Drained (ASTM D-3080).....	\$325.00
Standard Proctor Compaction (ASTM D-698) .....	\$90.00
Modified Proctor Compaction (ASTM D-1557) .....	\$100.00
Laboratory Technician .....	\$40.00 - \$60.00 per hour
Soil Suction.....	\$50.00

"R"-Value (ASTM 2844).....	\$325.00
Resistivity .....	\$30.00
Freeze-Thaw Test (ASTM 560).....	\$350.00
Soil-Stabilization Mixture Analysis .....	Quote
Triaxial Shear, per point	
a. Unconsolidated-Undrained (Quick Test) .....	\$200.00
b. Consolidated-Undrained (R-Test) .....	\$350.00
c. Consolidated-Drained (S-Test).....	\$575.00
Permeability	
a. Falling or Constant Head, 2-4" Diameter .....	\$200.00
b. Triaxial Permeability .....	\$350.00
Relative Density (ASTM D-4253) .....	\$200.00
California Bearing Ratio (ASTM D-1883), 1-Point .....	\$175.00
California Bearing Ratio (ASTM D-1883), 3-Point .....	\$350.00
Water Soluble Sulfate .....	\$45.00
pH Test.....	\$35.00
Organic Content (ASTM D-2974).....	\$35.00
Los Angeles Abrasion Test .....	\$150.00
Resilient Modulus ..	\$375.00 per point + lab prep at \$50/hour
Corrosivity .....	\$125.00

**ENGINEERING**

*(Covers planning and general supervision, field trips, analysis, consultation, preparation of reports, and travel time.)*

Principal Engineer .....	\$125.00-\$175.00 per hour
Project Manager.....	\$85.00-\$105.00 per hour
Construction Manager .....	\$85.00-\$105.00 per hour
Project Engineer or Geologist.....	\$75.00-\$95.00 per hour
Staff Engineer .....	\$65.00-\$75.00 per hour
CAD Technician .....	\$50.00 per hour
Special Consultation, Expert Testimony and Court Appearance .....	Negotiable Daily Rate

**MISCELLANEOUS**

Out-of-town living expenses, commercial travel costs, equipment rental, etc.....	Cost +15% - 20%
Interest charged after 30 days from invoice date .....	1.5% per month
Outside Laboratory Services .....	Cost +20%

**RESOLUTION 9-2014, A  
RESOLUTION APPROVING  
THE FIRST AMENDMENT  
TO SUBDIVISION  
AGREEMENT BETWEEN  
THE CITY OF BLACK  
HAWK AND MONARCH  
GROWTH, INC.**

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

**Resolution No.   9  -2014**

**TITLE:       A RESOLUTION APPROVING THE FIRST AMENDMENT TO  
SUBDIVISION AGREEMENT BETWEEN THE CITY OF BLACK HAWK  
AND MONARCH GROWTH, INC.**

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 First Amendment to Subdivision  
Agreement as set forth in **Exhibit A**, and authorizes the Mayor to execute the same on behalf of  
the City.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Jeanie M. Magno, CMC, City Clerk

## FIRST AMENDMENT TO SUBDIVISION AGREEMENT

THIS FIRST AMENDMENT TO SUBDIVISION AGREEMENT (the "First Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF BLACK HAWK, COLORADO (the "City") and MONARCH GROWTH, INC. (the "Developer").

### RECITALS:

A. The Developer is the owner of certain real property located in the City of Black Hawk known as the Riviera Casino and adjoining vacant property, which is more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Property").

B. On April 10, 2013, the City Council of the City of Black Hawk, after holding all necessary public hearings, conditionally approved the final plat for the Property. A copy of the conditionally approved final plat is attached hereto as **Exhibit B** and incorporated herein.

C. Also, on April 10, 2013, the City Council approved the Subdivision Agreement between the City and the Developer (the "Original Subdivision Agreement"), which contains certain conditions and legal obligations to be performed by the Developer as a condition of the City's approval of the final plat.

D. The City and Developer desire to reaffirm and restate the obligations set forth in the Original Subdivision Agreement and amend the provisions of the Original Subdivision Agreement only to the extent set forth in this First Amendment.

E. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

### AGREEMENT:

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

1. Restatement of Original Subdivision Agreement. The parties hereto reaffirm and incorporate herein by this reference the duties and obligations set forth in the Original Subdivision Agreement.

2. Section 3 of the Original Subdivision Agreement is amended by the addition thereto of a new subsection j. to read as follows:

j. Completion Funds for Excavation. Developer shall secure an Excavation Permit for the Excavation Project for which Completion Funds are required within the meaning of Section 18-241(3) of the City of Black Hawk Municipal Code. Consistent with Section

18-241(3), the Developer shall submit to the City by February 21, 2014, security in the form of cash or irrevocable letter of credit in the amount of Three Hundred Seventy Seven Thousand, Three Hundred Dollars (\$377,300.00), which amount constitutes one hundred and ten percent (110%) of the amount necessary to complete the Excavation Project as set forth in Section 18-241(3) of the City of Black Hawk Municipal Code (the "Completion Funds"), constituting the Site Rehabilitation Security within the meaning of Section 18-251 of the City of Black Hawk Municipal Code. In the event work is stopped on the Excavation Project, for a period of ten (10) consecutive days or more, other than for a demonstrated force majeure, the City may draw upon the Completion Funds and, at its sole discretion, either complete the Excavation Project or otherwise rehabilitate the Property in accordance with the Site Rehabilitation standards set forth in City of Black Hawk Municipal Code §18-241(8). Upon completion of the Excavation Project or the Site Rehabilitation, the City shall release any remaining Completion Funds to the Developer within thirty (30) calendar days of completion of the City's work. Provided however, the City further consents to the Completion Funds being released immediately upon completion of the Excavation Project by the Developer.

3. Section 4, subsection e. of the Original Subdivision Agreement is amended to read as follows:

- e. The City shall by separate agreement, rebate to the Developer the entire 4% sales tax realized by the City from the sale of hotel rooms on the Property up to a maximum rebate amount of two million, seven hundred thousand dollars (\$2,700,000.00), which amount shall offset the costs of constructing public improvements and acquiring property necessary for the development of the Property as set forth in the Original Subdivision Agreement.

4. Miscellaneous. The following provisions shall apply with respect to this First Amendment:

(a) Except as modified herein, the Original Subdivision Agreement is in full force and effect and is hereby ratified by the City and the Developer.

(b) Capitalized terms not defined herein shall have the same meaning as set forth in the Subdivision Agreement.

(c) In the event of any conflict between the Subdivision Agreement and this First Amendment, the terms and conditions of this First Amendment shall control.

(d) This First Amendment may be executed in counterparts, each of which (or any combination of which) when signed by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement. Executed copies hereof may be delivered by telecopier and upon receipt shall be deemed originals and binding upon the parties hereto, and actual originals shall be promptly delivered thereafter.

WHEREFORE, the parties hereto have executed this First Amendment on the day and year first above-written.

**CITY OF BLACK HAWK, COLORADO**

By: \_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Jeanie Magno, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**DEVELOPER:  
MONARCH GROWTH, INC.**

By: \_\_\_\_\_  
Name: John Farahi  
Title: CEO

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ as the \_\_\_\_\_ of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public