



REGULAR MEETING AGENDA

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

October 14, 2015
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. ADENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. INTRODUCTION OF NEW EMPLOYEE: Lori Montano, Communications Officer
6. PUBLIC COMMENT: *Please limit comments to 5 minutes*
7. APPROVAL OF MINUTES: September 23, 2015
8. PUBLIC HEARINGS:
 - A. Resolution 68, A Resolution Conditionally Approving an Amendment to the Comprehensive Sign Plan and a Certificate of Appropriateness for the Sasquatch Casino
9. ACTION ITEMS:
 - B. Resolution 69, A Resolution Approving the Professional Services Agreement with SAFEbuilt Colorado, LLC for Professional Building Official Services
 - C. Resolution 70, A Resolution Approving the Agreement of Lease Between the City of Black Hawk as Lessor and Wyoming Hi-Tech Hearing Aids, LLC as Lessee
10. CITY MANAGER REPORTS: Staff Report - Response to Mountain Mocha Café
November and December Council Meeting Schedule
Proposed 2016 Annual Budget
11. CITY ATTORNEY:
12. EXECUTIVE SESSION:
13. ADJOURNMENT:

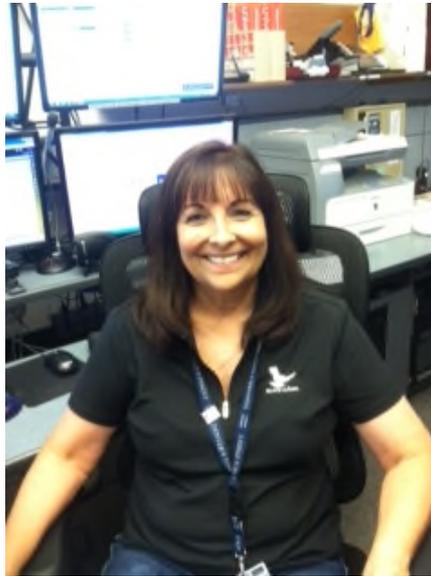
MISSION STATEMENT

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

CITY OF BLACK HAWK POLICE DEPARTMENT



COMMUNICATION OFFICER MONTANO



Lori Montano is a Colorado native and lived in the Littleton and Denver area all of her life. She has an identical twin sister, a younger brother and loves spending time with her 87 year old father. Lori has a degree in Communications and Business Management and 10 years of experience with the Littleton and Denver police departments serving as a dispatcher. She dispatched during the Columbine shooting and assisted Boulder on the Jon Benet Ramsey case when she was dispatching in Denver. Lori also was selected to work the command vehicle during the Timothy McVeigh trial. She is an avid golfer and has served 16 years as the Vice President of the Golf Advisory Board for the City and County of Denver. Lori loves to volunteer and during the past 13 years volunteered her time to raise money for retired police dogs health care and for the Colorado Police K-9 Association. She loves spending time with family and friends, watching Bronco games and travelling when time permits. We are pleased to welcome her to our family.



**City of Black Hawk
City Council**

September 23, 2015

MEETING MINUTES

Fire Inspector Alan Azur rang the bell.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, September 23, 2015, at 3:00 p.m. by Mayor Spellman.

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

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

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

3. **AGENDA CHANGES:** Deputy City Clerk Martin stated that the agenda had been revised to delete the report on the response to Mountain Mocha Café from the City Manager's Report.

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

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

5. **INTRODUCTION OF NEW EMPLOYEE:** Alan Azur, Fire Inspector

Fire Chief Taylor introduced Alan Azur as the new Fire Inspector. Mr. Azur comes to the City with a wealth of experience both as an

instructor and as an inspector mainly coming from military and civilian operations in the Middle East. He was warmly welcomed.

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

7. APPROVAL OF MINUTES September 9, 2015.

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

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

8. PUBLIC HEARINGS:

A. CB 22, An Ordinance Approving Certain City of Black Hawk Fire Department Standard Operating Guidelines

Mayor Spellman read the title and opened the public hearing.

Fire Chief Taylor explained the addition of some new Standard Operating Procedures (SOP) and some clarifications and clean-up from existing SOPs, all have been included in the packet.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB22, An Ordinance Approving Certain City of Black Hawk Fire Department Standard Operating Guidelines open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to Approve CB22, An Ordinance Approving Certain City of Black Hawk Fire Department Standard Operating Guidelines.

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

B. Local Liquor License Authority Consideration of a New Beer and Wine Liquor License for Chicago Dogs Eatery, Inc. dba Chicago Dogs Eatery, 444 Main Street

Mayor Spellman read the title.

City Attorney Hoffmann reminded Council that they were now acting as the Local Liquor Licensing Authority and of the requirements to be considered, such as whether or not the applicant is eligible to be a liquor licensee, whether the reasonable needs and desires of the neighborhood are currently not being met, and other facts and evidence. Hoffman added that this license, if approved, is part of the Promotional Association and Common Consumption Area application next on the agenda.

Adam Stapen, Attorney for the applicant, and Lisa Boyer, sole Officer and Director for the applicant, were present and introduced. Stapen went over the details of what had been submitted and the requirements that have been met.

Mayor Spellman said the goal of the City was to drive an increase in visitor velocity and asked the applicant if she believed an approval of this license would achieve the goal. Boyer responded yes.

PUBLIC HEARING:

Mayor Spellman declared the Public Hearing for the Liquor License Application for Chicago Dogs Eatery, Inc. dba Chicago Dogs Eatery, 444 Main Street open and invited anyone wanting to address the Board either “for” or “against” the license to come forward.

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

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to approve the New Beer and Wine Liquor License for Chicago Dogs Eatery at 444 Main Street.

9. ACTION ITEMS:

C. Local Liquor Authority Consideration of the Certification of a Promotional Association and Common Consumption Area for the Monarch Promotional Association, Inc.

Mayor Spellman read the title.

Adam Stapen, Attorney for the Promotional Association, Craig Pleva on behalf of the Monarch Casino, and Lisa Boyer on behalf of Chicago Dogs Eatery were present for questions. Stapen said the Common Consumption Area would be in front of the valet area and monitored at all times while someone is utilizing the area, and he mentioned that a

petition had also been submitted at the Clerk's office. He also stated that this all is contingent upon State approval of the Chicago Dogs Eatery Liquor License.

City Attorney Hoffmann confirmed authorization for the Common Consumption Area to operate 24 hours, as recommend by staff, to better regulate policing.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve the Certificate for a Promotional Association and Common Consumption Area for Chicago Dogs Eatery, 444 Main Street and to authorize operations for 24 hours.

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

D. Resolution 65, A Resolution Approving the Proposal from the Colorado Intergovernmental Risk Sharing Agency (CIRSA) for 2016 Property Casualty Coverage

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained the renewal of the 2016 CIRSA contributions and said that total participation costs came in 3% under for a second year in a row. Greiner said staff is working hard to keep costs under control and claims down.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 65, A Resolution Approving the Proposal from the Colorado Intergovernmental Risk Sharing Agency (CIRSA) for 2016 Property Casualty Coverage.

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

E. Resolution 66, A Resolution Ratifying the Professional Services Agreement with A Smart Elevator Solution, LLC for Elevator Inspection Services

F. Resolution 67, A Resolution Ratifying the Professional Services Agreement with A Smart Elevator Solution, LLC in an amount Not To Exceed \$10,760.00

Mayor Spellman agreed to combine agenda items 9E and 9F.

City Manager Lewis explained that Resolution 66 was to ratify his action to enter into a Professional Agreement with A Smart Elevator Solution to take over for Colorado Code and the pass through fees will be on the City's fee schedule. He said that Resolution 67 has a not to exceed amount and this is the cost to bring all elevators, lifts and

escalators up to speed and to determine the status of each unit. Staff is recommending approval of both resolutions.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 66, A Resolution Ratifying the Professional Services Agreement with A Smart Elevator Solution, LLC for Elevator Inspection Services and Resolution 67, A Resolution Ratifying the Professional Services Agreement with A Smart Elevator Solution, LLC in an amount Not To Exceed \$10,760.00.

MOTION PASSED

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

10. CITY MANAGER REPORTS:

City Manager Lewis passed out a Hazard Mitigation Questionnaire for Council to fill out. Clear Creek County and Gilpin County had applied for a grant to produce a Hazard Mitigation Plan, and since it was approved, the City now gets to participate and create one. Lewis said there is no dollar cost, just his and the Fire Chief's time as part of the match. He said this was very important for FEMA funding to have in place if a natural hazard were to occur. Fire Chief Taylor will also be handing this out to all residents for their participation.

11. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report.

12. EXECUTIVE SESSION:

City Attorney Hoffmann recommended item number 5 for Executive Session, in regards to pending legislation.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:25 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

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

MOTION TO ADJOURN

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 3:44 p.m.

MOTION PASSED

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

13. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council closed at 3:44 p.m.

Melissa A. Greiner
City Clerk

David D. Spellman
Mayor

DRAFT

RESOLUTION 68-2015
A RESOLUTION
CONDITIONALLY
APPROVING AN
AMENDMENT TO THE
COMPREHENSIVE SIGN
PLAN AND A
CERTIFICATE OF
APPROPRIATENESS FOR
THE SASQUATCH CASINO

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

Resolution No. 68-2015

TITLE: A RESOLUTION CONDITIONALLY APPROVING AN AMENDMENT TO THE COMPREHENSIVE SIGN PLAN AND A CERTIFICATE OF APPROPRIATENESS FOR THE SASQUATCH CASINO

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

Section 1. The City Council hereby determines to approve the amendment to the Comprehensive Sign Plan and grants the Certificate of Appropriateness for the Sasquatch Casino Comprehensive Sign Plan, as amended, upon the satisfaction of the following conditions:

- A. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the Black Hawk Municipal Code, and consistent with the existing license agreements between Edward E. Smith, Shirley J. Smith, Sherell J. Smith and Smithloch, LLC and the City of Black Hawk;
- B. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign;
- C. 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. The repair must be of high quality material and work, and cannot be patched or painted over with any other type of material; and
- D. All existing and proposed conduits shall be painted the color of the façade behind the conduits.

RESOLVED AND PASSED this 14th day of October, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a Certificate of Appropriateness for a Comprehensive Sign Plan Amendment for the Sasquatch Casino, located on property described in Exhibit A and generally located at 125 Gregory Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, October 14, 2015 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422, or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner
City Clerk

Exhibit A

125 Gregory Street: Lot 3 and Lot 4 Block 29 Black Hawk Subdivision, Section 7, Township 3 South, Range 72 West of the 6th P.M.; and

131/135 Gregory Street: S: 7 T: 3S R: 72W Subd: Black Hawk Block: 029 Lot: 002 (W 1/2 DESC IN COURT ORDER 638/454) & IMPS; and

141 Gregory Street: S: 7 T: 3S R: 72W Subd: Black Hawk Block: 029 Lot: 001 (E 71FT)

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:

Certificate of Appropriateness Approval for a Comprehensive Sign Plan Amendment for the Sasquatch Casino (P-15-16)

RECOMMENDATION:

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

MOTION TO APPROVE:

I move for the approval of Resolution No. 68-2015, a resolution approving a Certificate of Appropriateness for the Sasquatch Casino Comprehensive Sign Plan amendment, based on the Findings in the Staff Report and with the following conditions:

1. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the City Code and according to the existing license agreements between Edward E. Smith, Shirley J. Smith, Sherell J. Smith and Smithloch, LLC and the City of Black Hawk.
2. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.
3. 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.
4. All existing and proposed conduits shall be painted the color of the façade behind the conduits.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On July 14, 2015, Ed Smith of Sasquatch Casino submitted to the City of Black Hawk an application to amend the existing Sasquatch Casino Comprehensive Sign Plan (CSP). The proposed amendment is a result of the recent expansion of the Sasquatch Casino into the building area previously occupied by the Black Hawk Station Casino and the El Dorado space. The amended CSP contains 8 new signs and 8 existing signs that Sasquatch Casino proposes to utilize with a total of 370 square feet of sign area. The overall sign area will increase by 175 square feet or 47.3% as compared with the current CSP. Per Section 15-13(j)(1)(a) of the Black Hawk Sign Code, City Council approval is required for changes to the existing CSPs if the proposed change exceeds 10% of the previously approved CSP sign area. The application materials for the Sasquatch Casino Comprehensive Sign Plan amendment have been reviewed by staff for compliance with the Municipal Code. This review is addressed in the attached staff report.

AGENDA DATE: October 14, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D Administrator and Vincent Harris, Baseline Corporation

DOCUMENTS ATTACHED: Resolution 68-2015; Public Hearing Notice; Council Action Form; Staff Report; Land Use Development Application; Proposed Sasquatch Casino Amended CSP

RECORD: Yes No

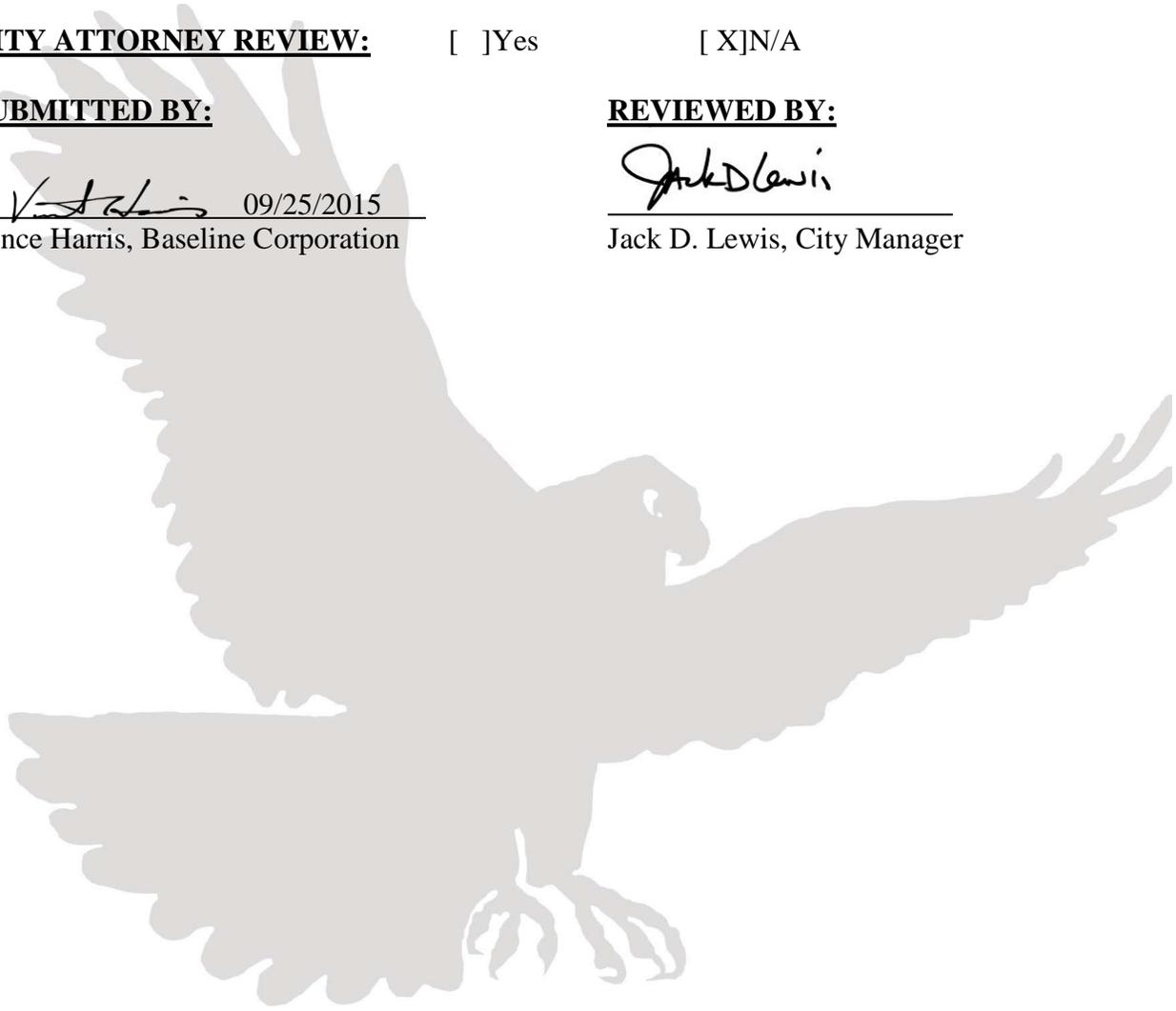
CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

 09/25/2015
Vince Harris, Baseline Corporation

REVIEWED BY:


Jack D. Lewis, City Manager



Staff Report



STAFF REPORT: Certificate of Appropriateness Approval for a Comprehensive Sign Plan Amendment for the Sasquatch Casino (P-15-16)

For: City Council
Project: Sasquatch Casino Comprehensive Sign Plan Amendment
Property Address: 125 Gregory Street
Applicants: Ed Smith on behalf of Sasquatch Casino
Zoning: GOLD District
Prepared by: Zeljko Spiric, Baseline Corporation
Approved by: Vincent Harris, Baseline Corporation
Reviewed by: Cynthia Linker, CP&D



BACKGROUND:

On July 14, 2015, the City of Black Hawk received an application for a Certificate of Appropriateness for a Comprehensive Sign Plan (CSP) Amendment from Ed Smith on behalf of Sasquatch Casino. The intent of this submittal is to amend the existing CSP to include additional signs. In June 2014, Sasquatch Casino operations expanded into the building area that was previously occupied by the Black Hawk Station Casino (141 Gregory Street) and the space known as El Dorado (131/135 Gregory Street). The owners of Sasquatch Casino would like to replace the advertising signs left over from Black Hawk Station with Sasquatch Casino signs. The location of all signs would remain the same, only the copy on the signs would be replaced to advertise the Sasquatch Casino. Attached to this staff report is a copy of the amended CSP document that catalogues all signs. Sasquatch Casino is permitted 335.5 sq. ft. of sign area without a CSP and 570.35 sq. ft. (an additional allowance of 70%) with a CSP per the existing sign code (Chapter 15 of the Municipal Code). In total, Sasquatch Casino proposes 16 signs (8 new and 8 pre-existing) totaling approximately 370 sq. ft. (see Images 1 and 2). Excerpts from the proposed CSP, indicating the proposed signs and their locations, have been included below.

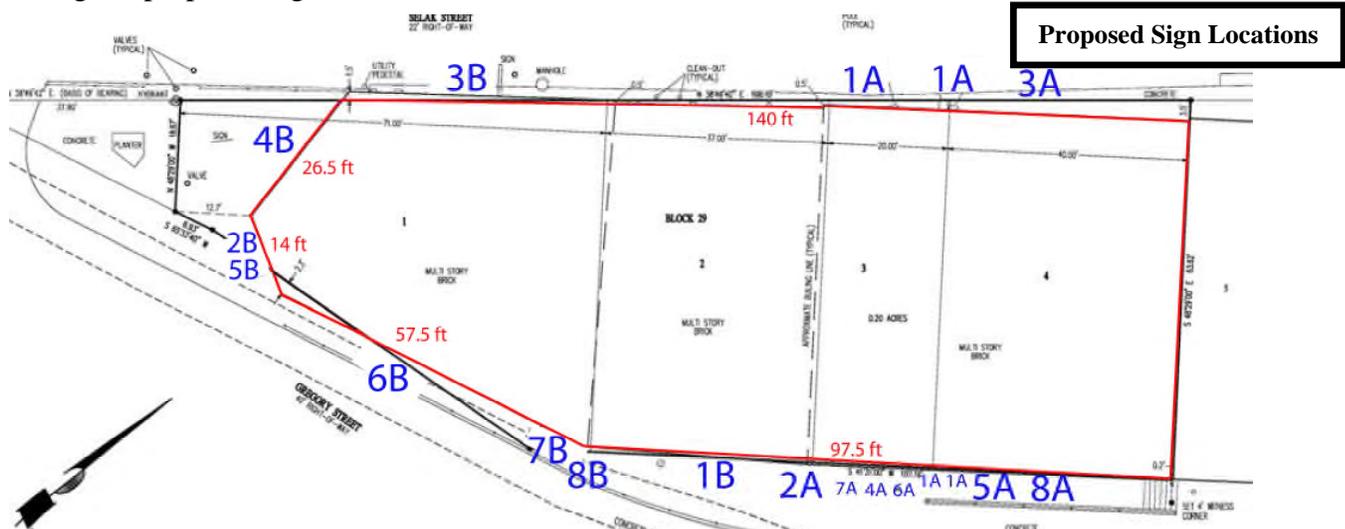


Image 1: Sign Location Map

Proposed Signs

REF.	PICTURE	QYT.	ILLUMINATION	ELEVATION	SIZE	SQ. FT.
1A		4	INTERNALLY ILLUMINATED	2 EAST SIDE GREGORY 2 WEST SIDE SELAK	80" H x 10" W x 8" D	22.2
2A		1	INTERNALLY ILLUMINATED	EAST SIDE GREGORY	110" H x 60" W x 20" D	23.91
3A		1	INTERNALLY ILLUMINATED	WEST SIDE SELAK	43" H x 30" W x 14" D	11.96
4A		1	INTERNALLY ILLUMINATED	EAST SIDE GREGORY	20" H x 126" W x 3" D	17.5
5A		1	LED	EAST SIDE GREGORY	48" H x 240" W x 10" D	71.77
6A		1	NON-ILLUMINATED	EAST SIDE GREGORY	36" H x 60" W x 3" D	15

REF.	PICTURE	QYT.	ILLUMINATION	ELEVATION	SIZE	SQ. FT.
7A		1	NON-ILLUMINATED	EAST SIDE GREGORY	50" H x 38" W x 1" D	13.13
8A		1	LED TV	EAST SIDE GREGORY	31.5" H x 53.5" W x 3" D	11.703
1B		1	INTERNALLY ILLUMINATED	EAST SIDE GREGORY	24" H x 300" W x 6" D	50
2B		1	UPPER INTERNALLY ILLUMINATED	NORTH SIDE SELAK	SAME AS EXISTING	13
3B		1	EXTERNAL (SASQUATCH TOKEN DESIGN)	WEST SIDE SELAK	SAME AS EXISTING	29.17

REF.	PICTURE	QYT.	ILLUMINATION	ELEVATION	SIZE	SQ. FT.
7A		1	NON-ILLUMINATED	EAST SIDE GREGORY	50" H x 38" W x 1" D	13.13
8A		1	LED TV	EAST SIDE GREGORY	31.5" H x 53.5" W x 3" D	11.703
1B		1	INTERNALLY ILLUMINATED	EAST SIDE GREGORY	24" H x 300" W x 6" D	50
2B		1	UPPER INTERNALLY ILLUMINATED	NORTH SIDE SELAK	SAME AS EXISTING	13
3B		1	EXTERNAL (SASQUATCH TOKEN DESIGN)	WEST SIDE SELAK	SAME AS EXISTING	29.17

Image 2: Proposed Sign Details

The proposed Comprehensive Sign Plan has been reviewed by staff for compliance with Chapter 15 (Sign Code – Sign Regulations) of the Black Hawk Municipal Code.

APPLICABLE CITY OF BLACK HAWK REGULATIONS:

Section 15-13 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 amendment of a Comprehensive Sign Plan. The Black Hawk Municipal Code requires a public hearing necessitating a notice in the paper and posting of the property. Both the notification and posting have been completed.

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

The Sasquatch Casino proposes 370 sq. ft. of sign area. Included below is an evaluation for the CSP.

**The City of Black Hawk
Municipal Code
Chapter 15 – Sign Code
Article IV – Sign Regulations**

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

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

Staff Comment: The applicant is required to submit an amended CSP since they have proposed to install additional signs which exceed the total existing sign area by approximately forty-seven percent (47%).

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

Sec. 15-13 (d) Submittal requirements.

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

(2) Comprehensive Sign Plans shall include:

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

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

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

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

Staff Comment: The proposed CSP has been prepared in accordance with the City of Black Hawk regulations.

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

Staff Comment: Several of the proposed signs project into the public right-of-way. A license agreement already exists for the encroachment of all existing and proposed projecting signs.

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

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

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

(3) *Temporary Banner Sign and Special Event Signs:*

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

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

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

Standards:

- 1. Special Event Signs are allowed with the permitted special event provided that the sign area shall be limited to a total of seventy-five (75) square feet and a maximum of three (3) such signs. Such signs must be on private property and securely attached to the wall of a permitted building or permitted structure on the site in a manner that does not allow the sign to wave or flap in any way; and*

2. *Special Event Signs and any other approved special event associated items shall be located within one-hundred (100) feet of the permitted special event area on the property which must be shown on the Comprehensive Sign Plan and sign permit for the special event.*
3. *Method of attachment shall be shown in detail in the Comprehensive Sign Plan and no strings, rope or similar attachment item shall be visible from 50 feet or more from such attachment location ; and*
4. *Special Event Signs shall not be placed above the roof line of any building or structure: and.*
5. *Special Event signs shall not be counted toward the allowed sign area for a property or business.*

Staff Comment: The proposed CSP is permitted to utilize 170% of the allowable sign area since the CSP is proposing to utilize Electronic Message Center signs (EMCs). Sasquatch Casino abuts 335.5 feet of public right-of-way along Gregory Street and Selak Street. Based on the regulations above, Sasquatch Casino is allowed to utilize a maximum of 570.35 sq. ft. of sign area. At this time Sasquatch Casino proposes to utilize 370 sq. ft. The proposed window signs meet the requirements as set forth in Section 15-43(8). The CSP does not propose use of temporary banner signs or special event signs.

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

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

- (1) *Implementation of the comprehensive sign plan will provide signage more compatible with the surrounding development and designed with a high quality appearance; and*

Staff Comment: The proposed signs are compatible with the other business signs that surround the property in the heart of Black Hawk’s gaming district.

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

Staff Comment: The proposed signs are compatible with surrounding properties in terms of size and scale. The signs do not over-encumber the façade of the subject building and complement the existing architecture.

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

Staff Comment: Both existing and new signs are consistent in both size and form with the architecture and site characteristics.

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

Staff Comment: The proposed signs meet the objectives of the City’s standards.

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

Staff Comment: The proposed sign plan meets the purpose of the comprehensive sign plan program.

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

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

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

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

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

STAFF COMMENTS:

Staff from Baseline Corporation has reviewed and evaluated the prepared Comprehensive Sign Plan amendment provided for the Sasquatch Casino and finds the document to be in compliance with the regulations established in Sec. 15-13(f), which states that the total sign area used may not exceed one hundred seventy percent (170%) of the permitted sign area. The maximum of one hundred seventy percent (170%) of sign area is allowed since Sasquatch Casino proposes to utilize the CSP and Electronic Message Center (EMC) signs. The total permitted sign area for the Sasquatch Casino, based on building street frontage, is 335.5 sq. ft. Regulations outlined above allow Sasquatch Casino the use of maximum of 570.35 sq. ft. of sign area. The proposed CSP document includes approximately 370 square feet of sign area and it is well within the limits set above.

Also, staff has identified signs that project into the City owned right-of-way along Gregory Street. Two separate license agreements exist (dated March 25, 2014 and March 31, 2014) for this property(ies) that permit the sign encroachments. Staff believes that a new agreement is not necessary at this time and that the existing license agreements adequately describe sign encroachment into the public right-of-way.

One issue we suggest is that the new electrical conduits, that will be needed and will show up on construction and permit applications, should be painted to the same color as the building color behind the conduit. We also suggest that the existing conduit(s), which were previously installed with previous signs, also be painted to match the color behind them on the building. It appears that the only location that may have been overlooked with this issue (previous signs installed with conduits not painted) is at the existing Sasquatch Entrance along Selak Street.

In summary, Staff recommends that the proposed amendment to the Comprehensive Sign Plan for the Sasquatch Casino be approved and a Certificate of Appropriateness be granted, subject to four conditions:

1. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the City Code and according to the existing license agreements between Edward E. Smith, Shirley J. Smith, Sherell J. Smith and Smithloch, LLC and the City of Black Hawk.

2. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.
3. 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.
4. All existing and proposed conduits shall be painted the color of the façade behind the conduits.

FINDINGS:

Within thirty (30) days of receipt of a complete application, the City Council may approve, conditionally approve, or deny the application for Comprehensive Sign Plan. Sections 15-13 (a) Purpose and (b) Applicability provide the ability of the property owner to submit the application. Following are findings that can be referred to relate to the criteria in Section 15-13(i):

- (1) Implementation of the comprehensive sign plan will provide signage more compatible with the surrounding development than strict compliance with this Code;
- (2) Implementation of the comprehensive sign plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood;
- (3) Implementation of the comprehensive sign plan will provide signage consistent with the architecture and site plan characteristics of the proposed project;
- (4) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics;
- (5) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives cited in the comprehensive sign plan statement of purpose; and
- (6) Implementation of the comprehensive sign plan will result in a substantial reduction in the number and area of perimeter freestanding signs associated with the project as compared to strict compliance with this Code.

RECOMMENDATION:

Baseline Staff recommends City Council consider a **MOTION TO APPROVE WITH CONDITIONS** a Certificate of Appropriateness for a Comprehensive Sign Plan as submitted and included with this staff report. The conditions are as follows:

1. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the City Code and according to the existing license agreements between Edward E. Smith, Shirley J. Smith, Sherell J. Smith and Smithloch, LLC and the City of Black Hawk.
2. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.
3. 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.
4. All existing and proposed conduits shall be painted the color of the façade behind the conduits.

Attachments:

- Land Development Application Form
- Sasquatch Casino Amended Comprehensive Sign Plan document

Applicant's Submittal

Land Development Application



BLACK HAWK

City of Black Hawk

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



TO BE COMPLETED BY APPLICANT

DATE: 7/14/15 APPLICANT NAME: Edward Smith

APPLICANT ADDRESS: 125 Gregory Street, Black Hawk, CO 80422

APPLICANT MAILING ADDRESS: BOX 513 Black Hawk, CO 80422

APPLICANT CONTACT NUMBER 303-582-3412 EMAIL ADDRESS: wildcardca@aol.com

PROPERTY OWNER NAME: Edward Smith

PROPERTY OWNER ADDRESS: 65 Hideaway Road, Evergreen, CO 80439

PROPERTY OWNER MAILING ADDRESS: BOX 513 Black Hawk, CO 80422

PROPERTY OWNER CONTACT NUMBER: 303-528-3412 EMAIL ADDRESS: wildcardca@aol.com

PROJECT NAME: Sasquatch Casino CSP Amendment

PROJECT ADDRESS: 125 Gregory Street, Black Hawk, CO 80422

PROJECT DESCRIPTION: Sasquatch casino would like to update its CSP document since the casino has expanded.

IS PROPERTY WITHIN CITY LIMITS: YES NO

PRESENT ZONING: GOLD CURRENT USE: Casino

NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): _____

NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): _____

GILPIN COUNTY ASSESSOR'S I.D. NO.(S): _____ EXISTING PROPERTY SIZE: _____ ACRES/SQ.FEET

(PLEASE ATTACH A COPY OF SURVEY/PLAT.)

EXISTING BUILDING SIZE: 22147 SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: _____

PLEASE READ and ACKNOWLEDGE THE FOLLOWING

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

APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:

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

SIGNATURE OF APPLICANT:  DATE: 7-14-15

Sasquatch Casino
Amended Comprehensive Sign Plan

Comprehensive Sign Plan

Sasquatch Casino

125 Gregory Street
Black Hawk, CO 80422

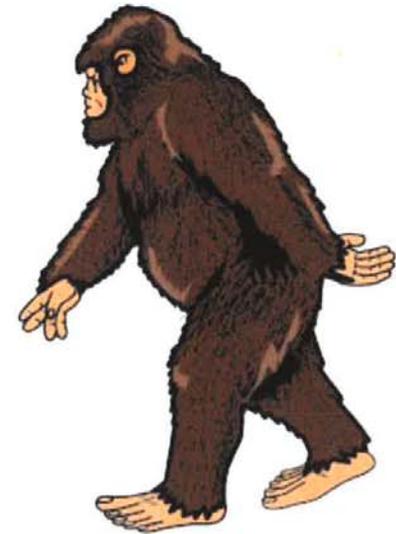
July 2015

Certificate of Completeness

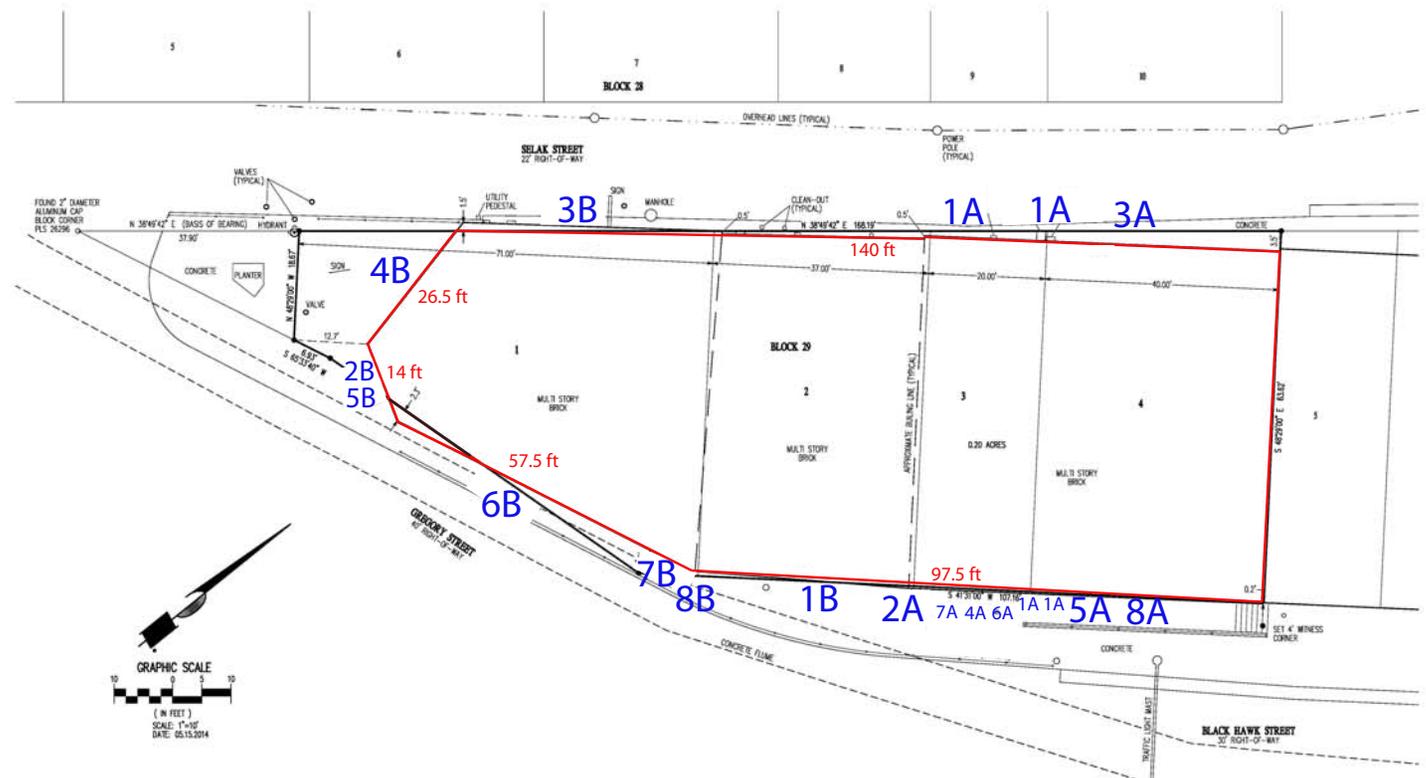
This Comprehensive Sign Plan has been approved by the Black Hawk City Council on _____, 2015. This document represents the approved Comprehensive Sign Plan including any conditions by City Council.

Completeness certification by Baseline Corporation
this ____ day of _____, 2015.

Signature: _____
Vincent Harris, AICP - Planning Director



Proposed Sign Locations



Total building frontage: 335.5 ft.

Proposed Signs

REF.	PICTURE	QYT.	ILLUMINATION	ELEVATION	SIZE	SQ. FT.
1A		4	INTERNALLY ILLUMINATED	2 EAST SIDE GREGORY 2 WEST SIDE SELAK	80" H x 10" W x 8" D	22.2
2A		1	INTERNALLY ILLUMINATED	EAST SIDE GREGORY	110" H x 60" W x 20" D	23.91
3A		1	INTERNALLY ILLUMINATED	WEST SIDE SELAK	43" H x 30" W x 14" D	11.96
4A		1	INTERNALLY ILLUMINATED	EAST SIDE GREGORY	20" H x 126" W x 3" D	17.5
5A		1	LED	EAST SIDE GREGORY	48" H x 240" W x 10" D	71.77
6A		1	NON-ILLUMINATED	EAST SIDE GREGORY	36" H x 60" W x 3" D	15

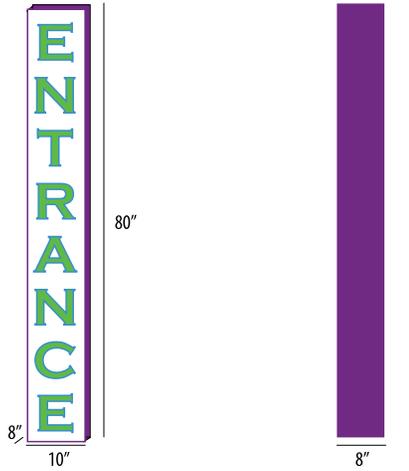
Proposed Signs

REF.	PICTURE	QYT.	ILLUMINATION	ELEVATION	SIZE	SQ. FT.
7A		1	NON-ILLUMINATED	EAST SIDE GREGORY	50" H x 38" W x 1" D	13.13
8A		1	LED TV	EAST SIDE GREGORY	31.5" H x 53.5" W x 3" D	11.703
1B		1	INTERNALLY ILLUMINATED	EAST SIDE GREGORY	24" H x 300" W x 6" D	50
2B		1	<u>UPPER</u> INTERNALLY ILLUMINATED	NORTH SIDE SELAK	SAME AS EXISTING	13
3B		1	EXTERNAL (SASQUATCH TOKEN DESIGN)	WEST SIDE SELAK	SAME AS EXISTING	29.17

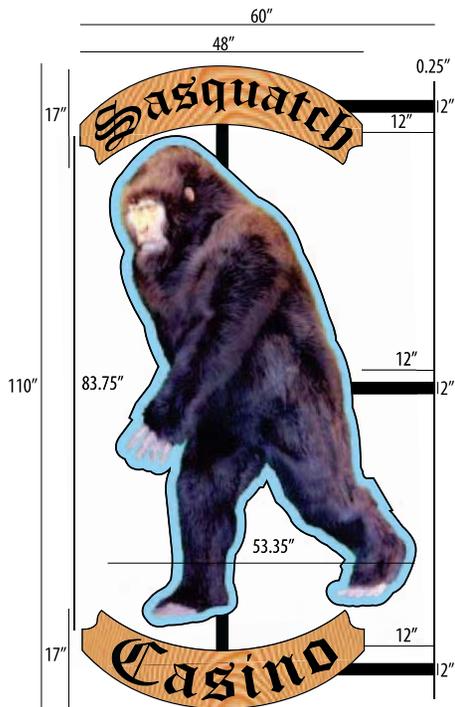
Proposed Signs

REF.	PICTURE	QYT.	ILLUMINATION	ELEVATION	SQ. FT.
4B		1	LED SIGN	NORTH SIDE SELAK	52.06
5B		1	LOWER NON-ILLUMINATED	NORTH SIDE SELAK	2.5
6B		1	NON-ILLUMINATED	EAST SIDE GREGORY	2.5
7B		1	NON-ILLUMINATED	EAST SIDE GREGORY	2.5
8B		1	INTERNALLY ILLUMINATED	EAST SIDE GREGORY	22.83
Total SF					370 sq.ft
Allowed SF					570.35 sq.ft

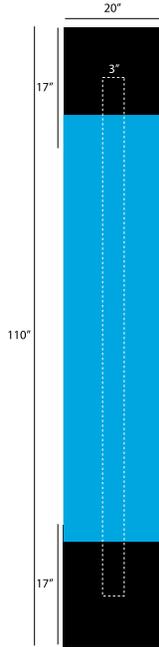
Sign area calculation: Allowed SF= Building Frontage x 1.70 (170%)
 = 335.5 x 1.70 = 570.35 sq.ft.



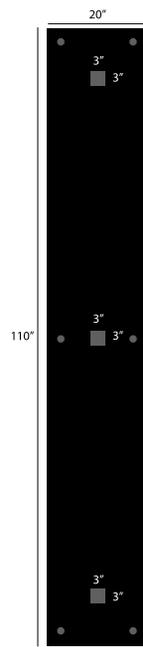
1A SINGLE FACE INTERNALLY ILLUMINATED CABINET
QUANTITY: 4



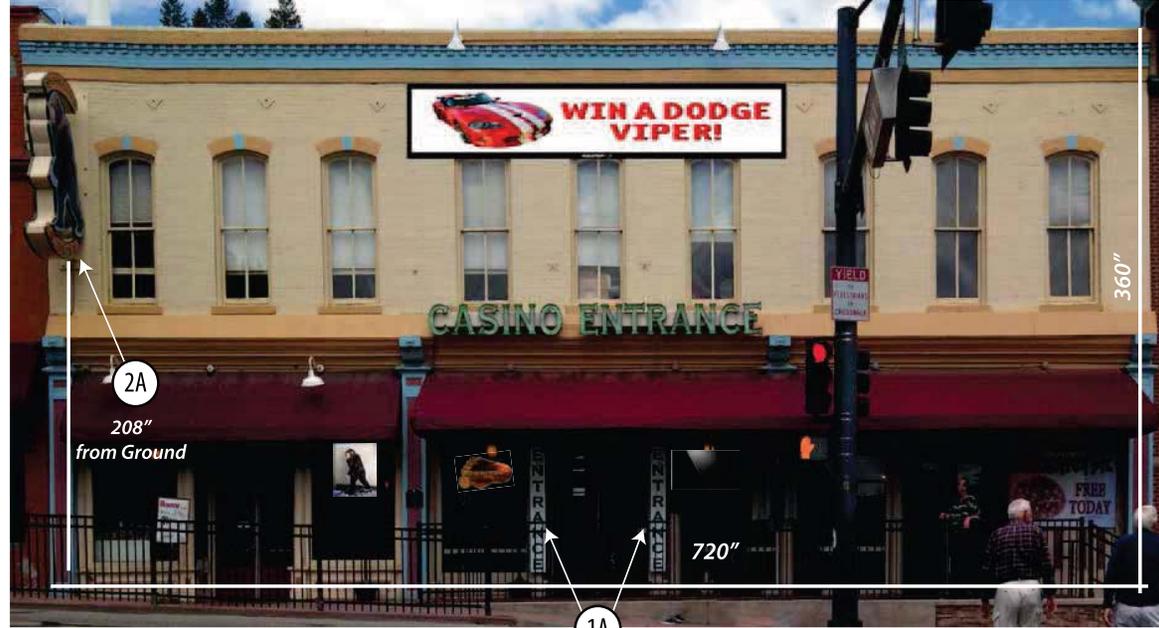
2A DOUBLE FACE INTERNALLY ILLUMINATED CABINET
QUANTITY: 1



SIDE VIEW SIGN PANEL

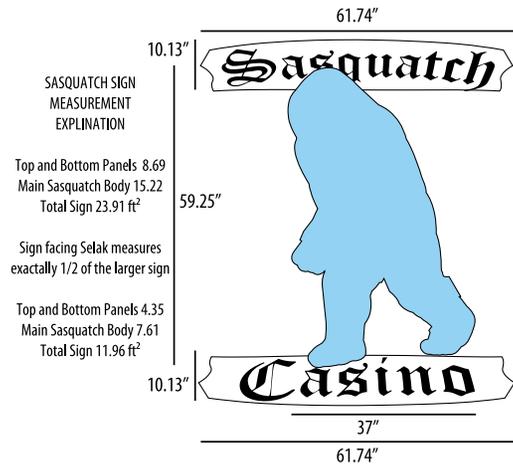


SIDE VIEW SIGN BRACE



2A
208"
from Ground

1A
720"



SASQUATCH SIGN
MEASUREMENT
EXPLANATION

Top and Bottom Panels 8.69
Main Sasquatch Body 15.22
Total Sign 23.91 ft²

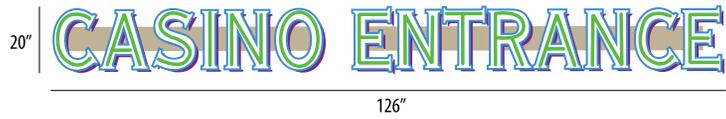
Sign facing Selak measures
exactly 1/2 of the larger sign

Top and Bottom Panels 4.35
Main Sasquatch Body 7.61
Total Sign 11.96 ft²

SIGN SPECS

SIGN SPECS				
1A	CABINET	MATERIAL	ALUMINUM W/ACRYLIC FACE	
		LIGHTING	WHITE LED	
		PAINT	ALLIANCE PURPLE	
		FINISH	SATIN	
		MATERIAL	ACRYLIC	
VINYL		BACKUP COLOR	#7328 WHITE ACRYLIC	
		LAYER	1st SURFACE	
		COLOR	3M #026 GREEN & 124 INTENSE BLUE	
	2A	CABINET	MATERIAL	ALUMINUM W/ACRYLIC FACE
			LIGHTING	WHITE LED
		PAINT	BEIGE	
		FINISH	SATIN	
		MATERIAL	ACRYLIC	
VINYL		BACKUP COLOR	#7328 WHITE ACRYLIC	
		LAYER	1st SURFACE	
		COLOR	AVERY BACKLIT DIGITAL VINYL	

4A SINGLE FACE INTERNALLY ILLUMINATED CABINET
QUANTITY: 1



SIDE VIEW



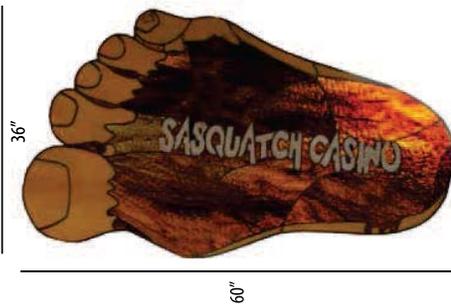
5A SINGLE FACE LED SIGN PANEL
QUANTITY: 1



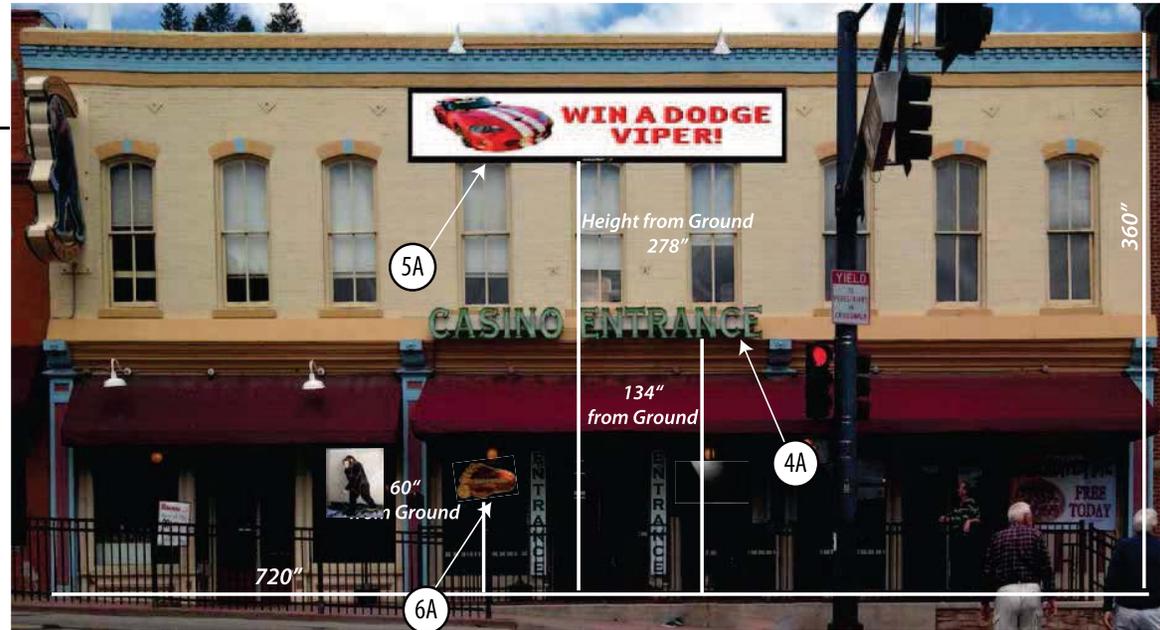
SIDE VIEW



6A SINGLE FACE NON ILLUMINATED STAINED GLASS
QUANTITY: 1



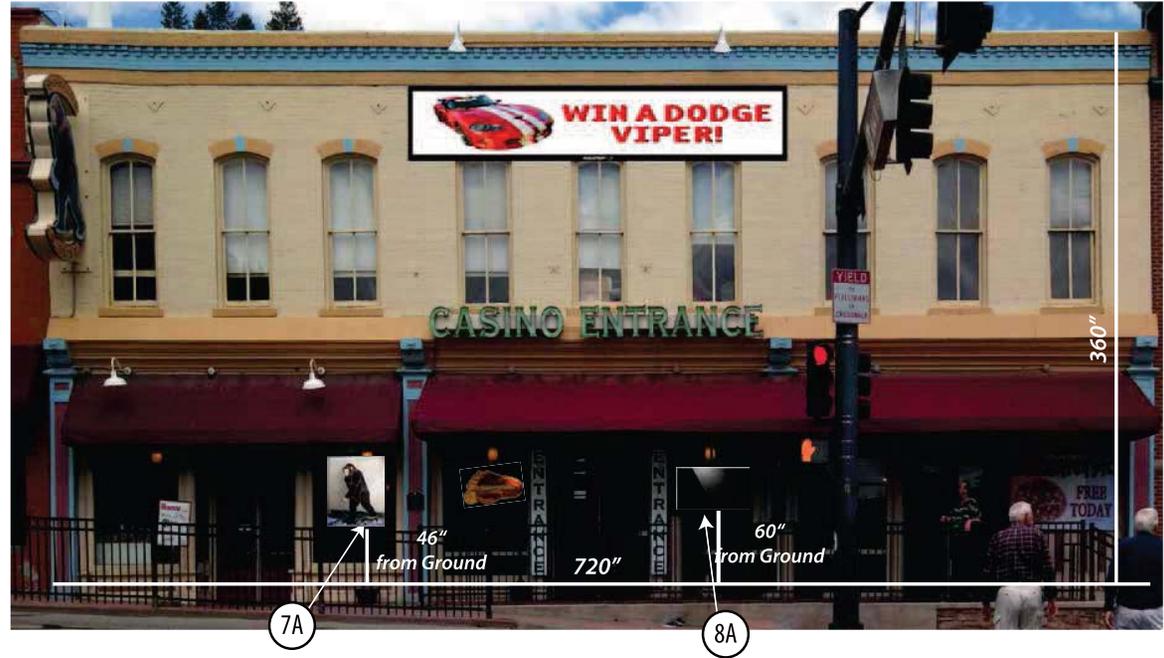
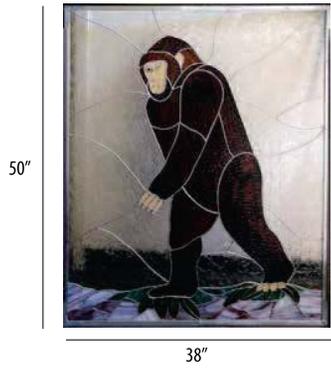
SIDE VIEW



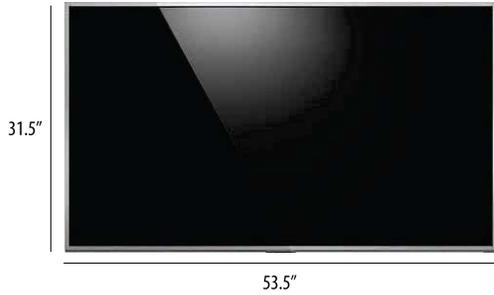
SIGN SPECS

Item	Category	Material	Specs
4A	CABINET	MATERIAL	ALUMINUM W/ACRYLIC FACE
		LIGHTING	GREEN NEON
		PAINT	ALLIANCE PURPLE
		FINISH	SATIN
		BACKUP COLOR	#0000 CLEAR ACRYLIC
5A	CABINET	MATERIAL	LED SIGN CABINET
		LIGHTING	LED
		PAINT	BLACK
		FINISH	SATIN
		MATERIAL	LED
6A	SIGN	MATERIAL	STAINED GLASS
		LIGHTING	NON ILLUMINATED
		MATERIAL	STAINED GLASS
		TRIM	STEEL FRAME

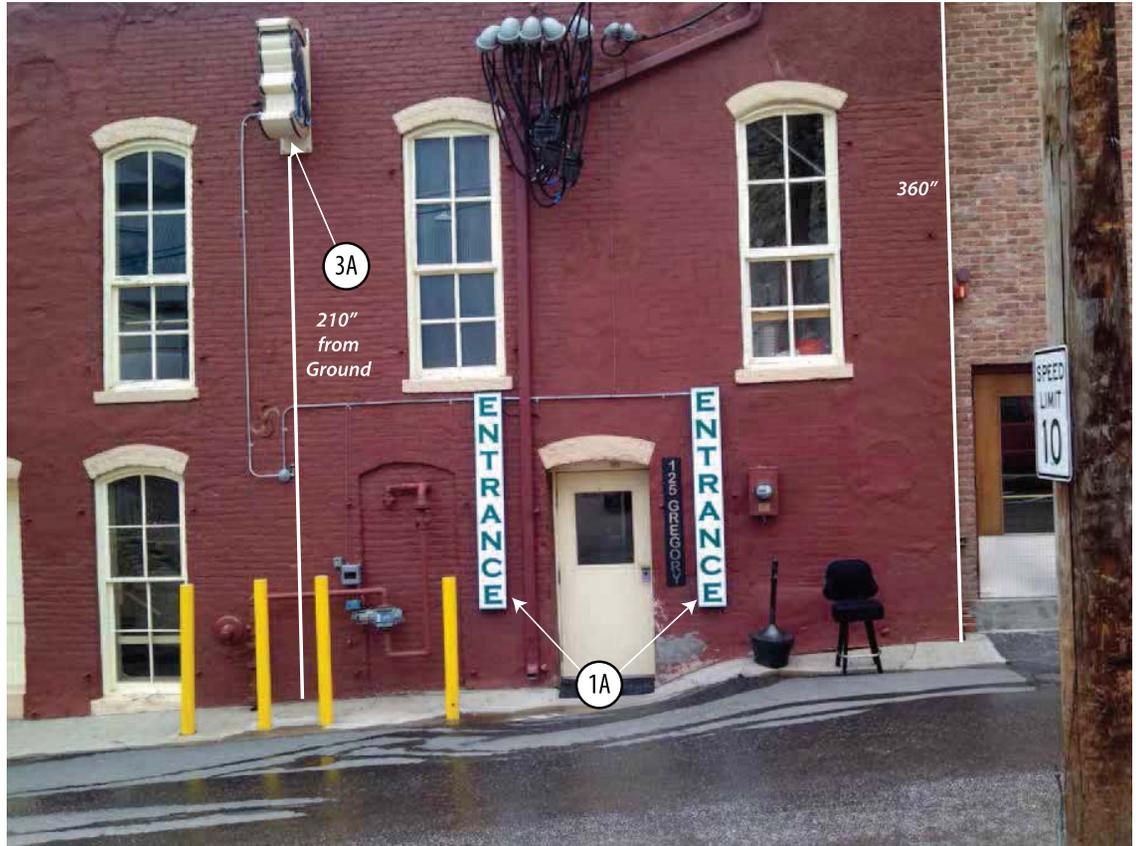
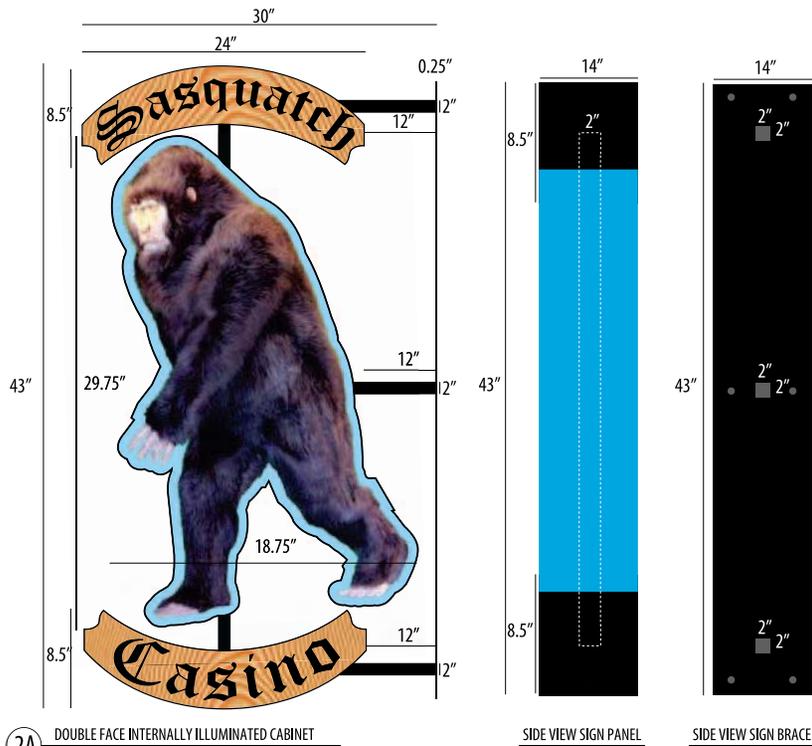
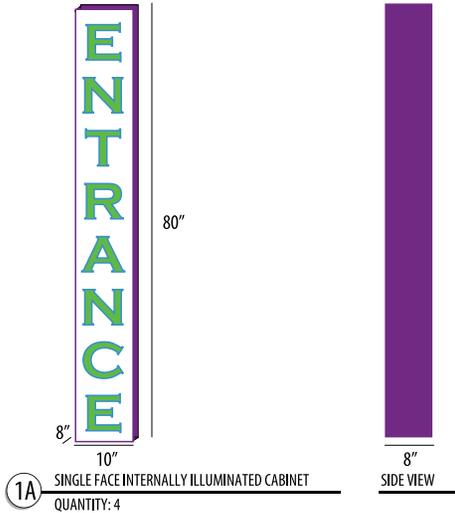
7A SINGLE FACE NON ILLUMINATED STAINED GLASS
 QUANTITY: 1



8A SINGLE FACE INTERNALLY ILLUMINATED TELEVISION
 QUANTITY: 1



SIGN SPECS			
7A	SIGN	MATERIAL	STAINED GLASS
		LIGHTING	NON ILLUMINATED
		FINISH	STAINED GLASS
		TRIM	STEEL FRAME
8A	TELEVISION	MATERIAL	TELEVISION
		LIGHTING	INTERNALLY ILLUMINATED
		PAINT	BLACK
		FINISH	BLACK
	MATERIAL	PLASTIC	



SIGN SPECS			
1A	CABINET	MATERIAL	ALUMINUM W/ACRYLIC FACE
		LIGHTING	WHITE LED
		PAINT	ALLIANCE PURPLE
		FINISH	SATIN
		MATERIAL	ACRYLIC
		BACKUP COLOR	#7328 WHITE ACRYLIC
VINYL	LAYER	1st SURFACE	
	COLOR	3M #026 GREEN & 124 INTENSE BLUE	
3A	CABINET	MATERIAL	ALUMINUM W/ACRYLIC FACE
		LIGHTING	WHITE LED
		PAINT	BEIGE
		FINISH	SATIN
		MATERIAL	ACRYLIC
		BACKUP COLOR	#7328 WHITE ACRYLIC
VINYL	LAYER	1st SURFACE	
	COLOR	AVERY BACKLIT DIGITAL VINYL	

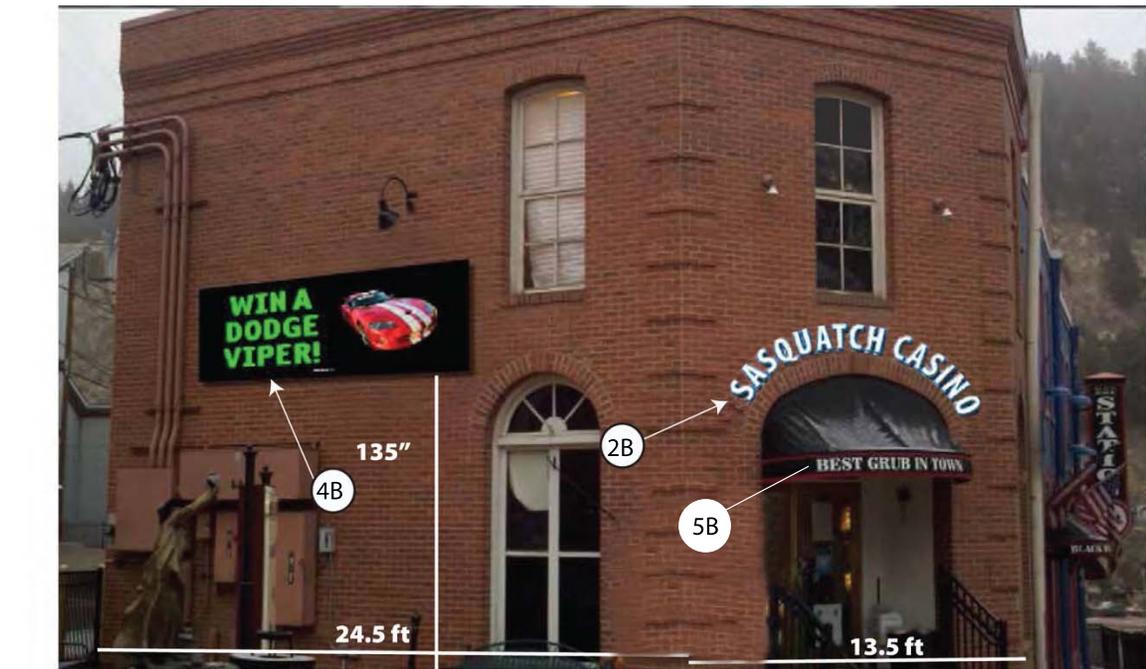
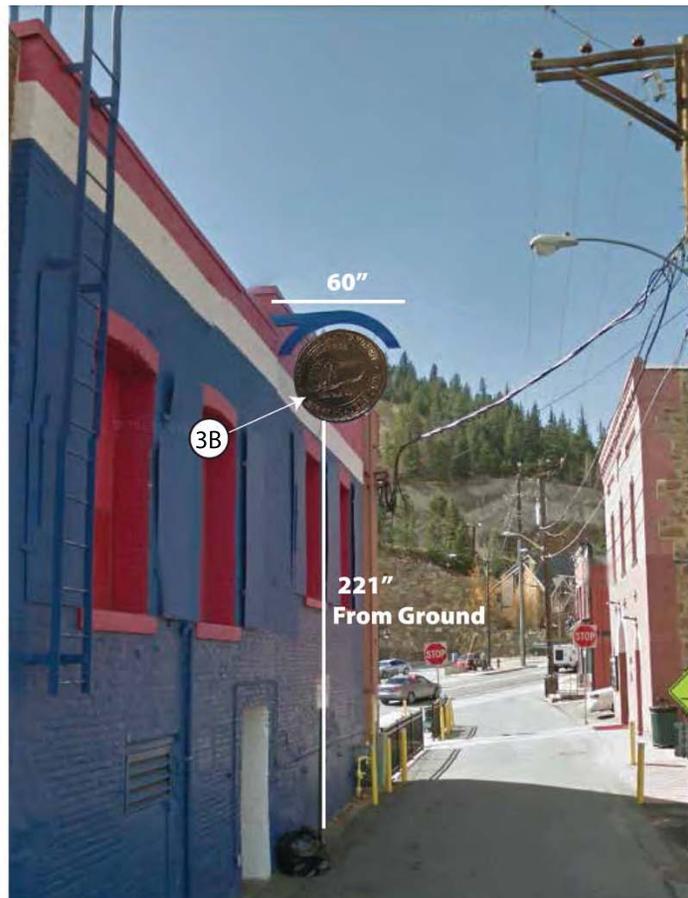
SASQUATCH CASINO

24"

300"

1B INTERNALLY ILLUMINATED WALL SIGN
QUANTITY: 1

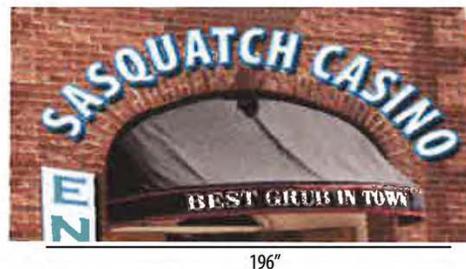




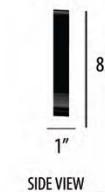
4B SINGLE FACE LED SIGN PANEL
QUANTITY: 1



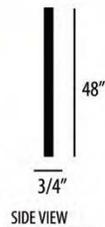
SIDE VIEW



2B SINGLE FACE NON ILLUMINATED LETTERING
QUANTITY: 1



SIDE VIEW

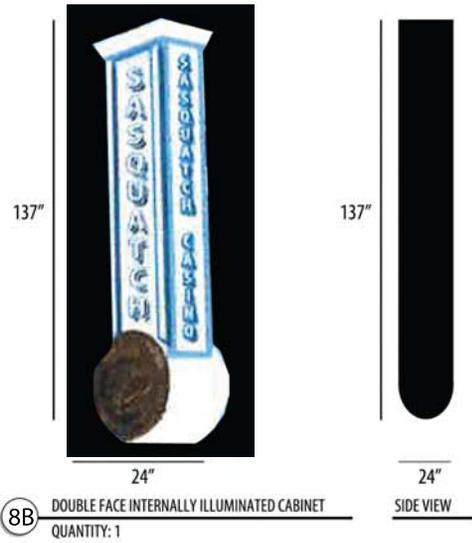


SIDE VIEW

3B SINGLE FACE NON ILLUMINATED SIGN PANEL
QUANTITY: 1

SIGN SPECS

Item	Category	Material	Details
1A	LETTERING	MATERIAL	PLASTIC DIMENSIONAL
		LIGHTING	NON ILLUMINATED
		PAINT	SILVER
		FINISH	SATIN
2A	CABINET	MATERIAL	LED SIGN CABINET
		LIGHTING	LED
		PAINT	BLACK
		FINISH	SATIN
		MATERIAL	LED
3A	LETTERING	MATERIAL	#7328 WHITE ACRYLIC
		LIGHTING	NON ILLUMINATED
		PAINT	SILVER
		FINISH	SATIN
	MATERIAL		PLASTIC



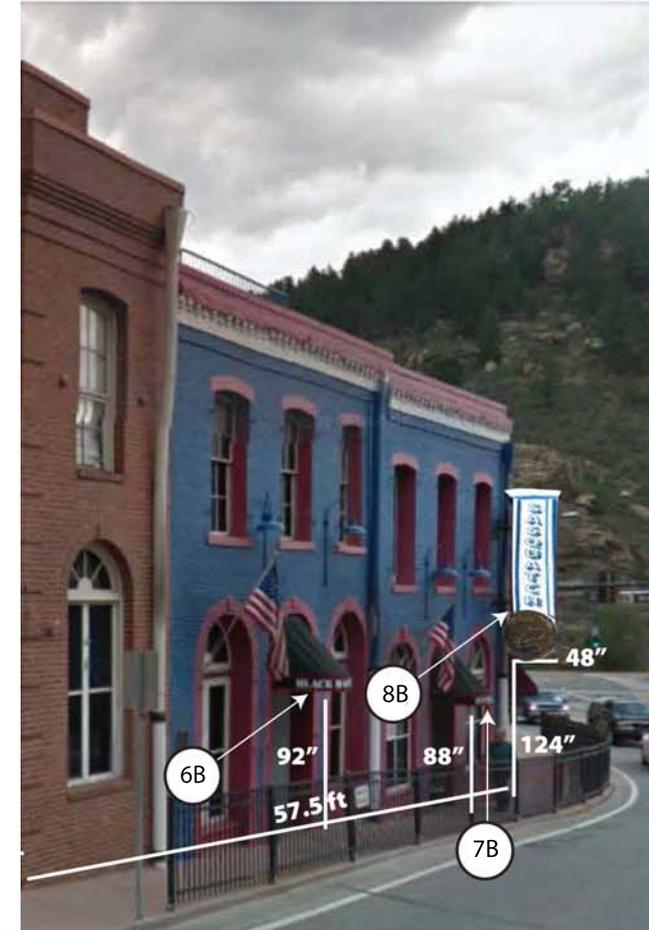
8B DOUBLE FACE INTERNALLY ILLUMINATED CABINET
QUANTITY: 1



6B SINGLE FACE NON ILLUMINATED LETTERING ON AWNING
QUANTITY: 1



7B SINGLE FACE NON ILLUMINATED LETTERING ON AWNING
QUANTITY: 1



SIGN SPECS

1A	CABINET	MATERIAL	ALUMINUM W/ACRYLIC FACE	5A-7A	AWNING	MATERIAL	CANVAS
		LIGHTING	WHITE LED			FINISH	BLACK/RED
		PAINT	BLACK		PAINT	LAYER	1st SURFACE
		FINISH	SATIN			COLOR	WHITE
		MATERIAL	ACRYLIC				
		BACKUP COLOR	#7328 WHITE ACRYLIC				
	VINYL	LAYER	1st SURFACE				
		COLOR	3M RED AND BLACK				

RESOLUTION 69-2015
A RESOLUTION
APPROVING THE
PROFESSIONAL
SERVICES AGREEMENT
WITH SAFE BUILT
COLORADO, LLC FOR
PROFESSIONAL
BUILDING OFFICIAL
SERVICES

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 69-2015

TITLE: A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH SAFEUILT COLORADO, LLC FOR PROFESSIONAL BUILDING OFFICIAL SERVICES

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

Section 1. The City Council hereby approves the Professional Services Agreement with SAFEuilt Colorado, LLC, attached hereto as **Exhibit A**, for professional building official services.

RESOLVED AND PASSED this 14th day of October, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: A Resolution Approving the Professional Services Agreement with SAFEbuilt Colorado, LLC for Professional Building Official Services.

RECOMMENDATION: *Staff recommends the following motion to the Mayor and Board of Aldermen: MOTION TO APPROVE Resolution No. 69-2015 The City Council hereby approves the Professional Services Agreement with SAFEbuilt Colorado, LLC, attached hereto as **Exhibit A**, for professional building official services.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

As a viable alternative to internally staffing the building department, the City of Black Hawk has executed a Professional Services Agreement with a consultant that offers building department services.

Since 2009, the City has had an agreement with Colorado Code Consulting, LLC to perform plan reviews, building inspections and miscellaneous consulting. Colorado Code Consulting is not meeting the needs of the City's needs, so staff is recommending a partnership be developed with a new consultant, SAFEbuilt Colorado, LLC.

SAFEbuilt brings to the table innovative methods and procedures that will help the City streamline and significantly improve the permitting, inspection, plan review processes and improve customer service. In the foothills area, SAFEbuilt currently provides services to Idaho Springs, Georgetown, and Nederland. The main team that would be providing service to Black Hawk is based out of their City of Northglenn office and includes:

Chad Johnson: Certified Building Official (CBO)/Master Code Professional (MCP)/Main Contact
Sarah Roane: Certified Building Official
Russ Young: Combination Inspector
Herbert Taylor – Combination Inspector
Kim Kelly – Combination Inspector/Plans Examiner

The current fee schedule is structured as such that payment to the consultant is due after permit issuance. This is common practice among municipalities. Colorado Code Consulting has been paid for a number of permits that are currently active. The City will retain Colorado Code Consulting to fulfill their obligation of finalizing and closing out these permits. This includes the new Monarch Parking Garage, which is scheduled for completion in the spring of 2016.

The City of Black Hawk will terminate the Professional Services Agreement with Colorado Code Consulting once they have fulfilled all their obligations. Staff is requesting *SAFEbuilt Colorado, LLC* is retained to provide professional building official services on all new applications from today forward.

AGENDA DATE: October 14, 2014

WORKSHOP DATE: N/A

FUNDING SOURCE: 010-1901-4193322

DEPARTMENT DIRECTOR APPROVAL: Yes No

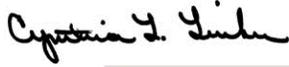
STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Administrator

DOCUMENTS ATTACHED: Resolution No. 69, Professional Services Agreement, Attachment A and A-1, Attachments 1-2.

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

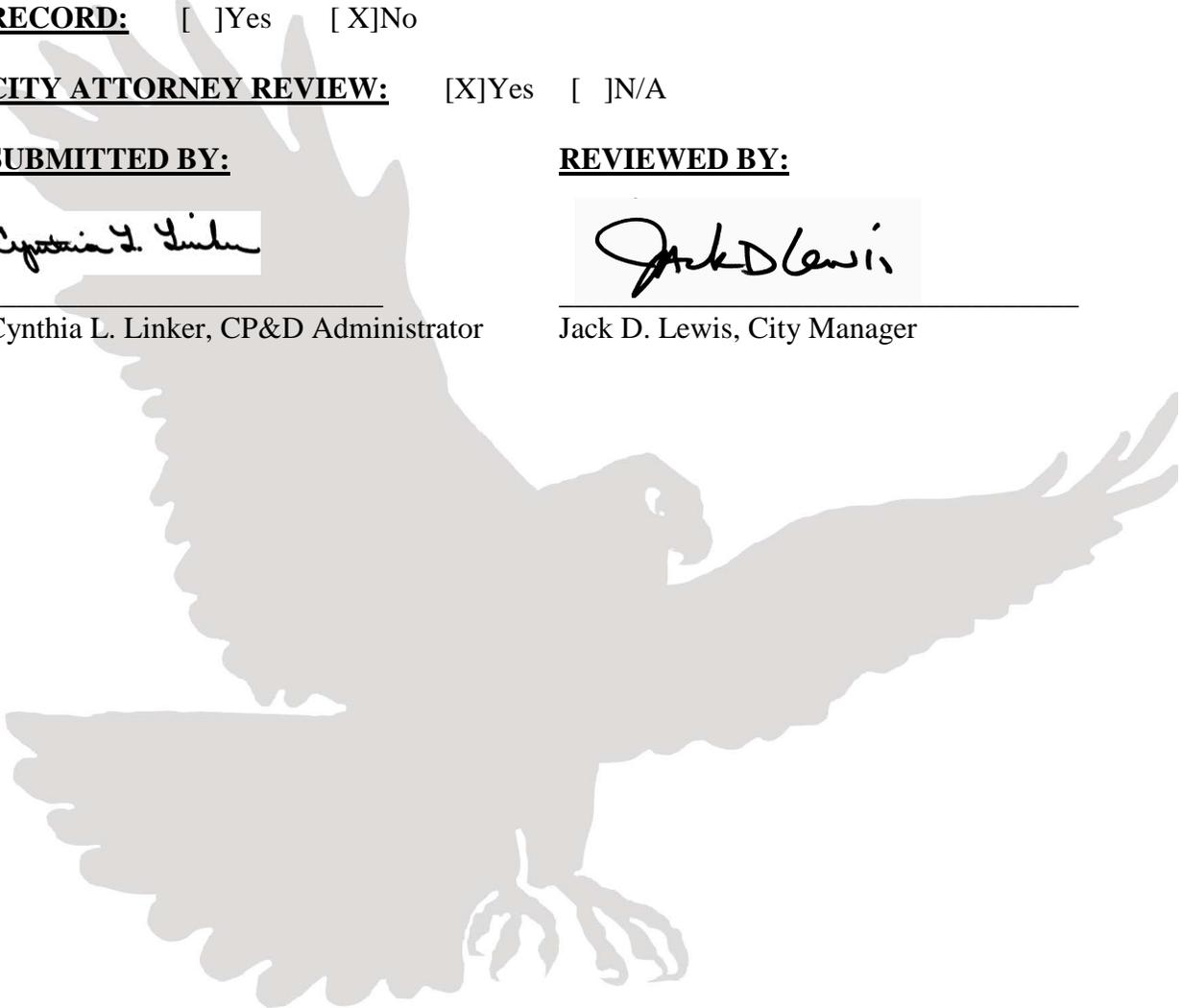


Cynthia L. Linker, CP&D Administrator

REVIEWED BY:



Jack D. Lewis, City Manager



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ___ day of _____, 2015, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **SAFEbuilt Colorado, LLC**, hereinafter referred to as "Consultant").

RECITALS:

A. The City requires **experienced professional consulting** services for the ongoing maintenance and **to perform the required work** for 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 Building Official Services** for the Project.

I. SCOPE OF SERVICES

Consultant shall complete the scope of services as described in **Exhibit A** attached hereto and incorporated herein by this reference. 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 Consultant 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 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 be as described in **Exhibit A-1** for the work described in **Exhibit A-1**. Payment shall be made in accordance with the schedule of charges in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. 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 (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

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

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, 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 by **December 31, 2015.**

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, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and 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 Aliens.

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 who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

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

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

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

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

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that 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 who is performing work under the Agreement.

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

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

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

VIII. INDEMNIFICATION

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

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

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

IX. INSURANCE

A. The Consultant agrees to obtain and maintain during the life of the Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Consultant pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by the Agreement or by law. The 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 obtain and maintain during the life of the Agreement insurance in sufficient amounts, durations, or types.

B. Consultant shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the 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. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

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

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

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and 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: City Clerk

6. Failure on the part 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 of the premiums against any monies due to Consultant from the City.

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

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

X. NON-ASSIGNABILITY

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

XI. TERMINATION

This Agreement shall terminate upon the City's providing 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 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: **Cynthia L. Linker, Community Planning & Development Administrator**

The Consultant:

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

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.

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

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

SAFEbuilt Colorado, LLC
Greg Toth

By: Greg Toth

October 05, 2015

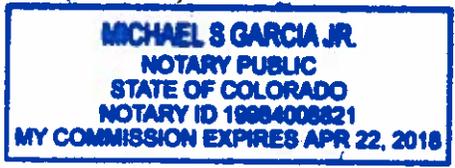
Its: Executive VP Business Development

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 5th day of October, 2015, by Greg Toth as the Executive Vice President of SAFEbuilt LLC.

My commission expires: 4/22/18

(S E A L)



Michael S Garcia Jr
Notary Public

PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: SAFEbuilt, LLC

SAFEbuilt Colorado, LLC

TO: City of Black Hawk

P.O. Box 68

Black Hawk, Colorado 80422-0068

Project Name Building Department Consulting Services

Bid Number N/A

Project No. N/A

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

Executed this 5th day of October, 2015

Prospective Consultant: SAFEbuilt Colorado, LLC

By: Kevin Gamble

Kevin Gamble, Director of Human Resources
SAFEbuilt

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

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

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

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

AND

Documents that Serve to Prove Identification:

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

EXHIBIT A – SCOPE OF WORK

1. LIST OF SERVICES

Consultant will provide the following services to the City using qualified International Code Council certified and State licensed professionals. Consultant staff will dress professionally and will wear an identification badge identifying them as an authorized consultant of the City.

Consultant will provide the following:

- ✓ Vehicles, fuel and vehicle maintenance
- ✓ Cell phones and iPads
- ✓ Training for Consultants' staff
- ✓ Insurance
- ✓ Salaries and benefits

Building Official Services

- ✓ Be a resource for Consultant team members, City staff, and applicants
- ✓ Help guide citizens through the complexities of the codes
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Manage and help administer the department and report to the City's designated official
- ✓ Provide training for our inspectors on City adopted codes and local amendments
- ✓ Make recommendations regarding local amendments
- ✓ Coordinate with other Municipal departments
- ✓ Responsible for client and applicant satisfaction
- ✓ Attend staff and council meetings
 - Attend or send a qualified team member to pre-submittal meetings on large projects at no charge
 - Two (2) day time meetings per month at no charge (meeting length not to exceed 2 hours/each)

Building, Plumbing, Mechanical and Electrical Inspection Services

- ✓ Provide a combination inspector (building/electrical/plumbing/mechanical) to the City
- ✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Enter results of inspections into the Innoprise permitting system
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite consultations to citizens and contractors while performing inspections
- ✓ Identify and document any areas of non-compliance and suggest alternate means
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel
- ✓ Issue stop-work notices for non-conforming activities – as needed

Mobile Inspection Resulting

- ✓ Provide our inspectors with field devices (IPads) to enter results immediately
- ✓ Increases productivity by providing immediate access to information

Professional Plan Review Services

- ✓ Begin the plan review process upon receiving electronic plans from the City.
- ✓ Review all plans, ensuring they meet the adopted building codes and local amendments
- ✓ Provide a professional plan review (in a Word document) to the City.
- ✓ Return 1 set of electronically stamped finalized plans and all supporting documentation.
- ✓ Stamp 2 paper copies upon next visit to the City's Planning Office (not to exceed 5 business days).
- ✓ Be a resource to applicants and be available throughout the process
- ✓ Be a resource for team members and provide support to field inspectors
- ✓ Determine type of construction, use, and occupancy classification and determine plans comply with applicable codes and ordinances
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices
- ✓ Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete

Structural Engineering Review Services

- ✓ Consultant will provide and facilitate using a State licensed sub-consultant
- ✓ Service will be pre-approved by a designated representative of the City
- ✓ Structural engineering services will be provided by James Horne of Horne Engineering Solutions, LLC
 - Colorado PE License #39610

Applicant Satisfaction Survey

- ✓ Put a survey in place that allows applicants, once their permit has been closed out, to provide feedback on their experience throughout the process
- ✓ Survey provides an outlet for building department applicants to voice their opinions
- ✓ Provides excellent insight into what is working well and what we can do better going forward
- ✓ Survey results will go directly from the survey engine to the City of Black Hawk.

2. CITY OBLIGATIONS

City will provide the following:

- ✓ Identification badges for all Consultant staff working on behalf of the City
- ✓ Access to Innoprise at no charge to the Consultant
- ✓ All relevant form/documents required to complete scope of work
- ✓ Permit Technician services
- ✓ The Consultant shall be appointed as the designated Building Official for the City by the City Manager . Consultant is granted all rights and privileges as established by Chapter 18 of the Black Hawk Municipal Code .
- ✓ Schedule all inspections and provide Consultant with that information

3. TIME OF PERFORMANCE

Consultant will perform Services commencing upon execution of the agreement. Services will be performed during normal business hours (excluding Municipal holidays).

Plan Review Schedule

Upon receipt of permit application and plans, electronic copies of plans requiring review will be emailed from the City to the Consultant and the rest of the review team. Day count begins the day after electronic plans are received.

Regardless of the type of project being reviewed* (residential, commercial, new construction, etc), the Consultant will have up to Day 10 to provide their plan review with first comments. Consultant will have an additional 10 days for second comments, if required.

*An exception to this schedule may be required for very large, complex projects. In that case, the City will work with the Consultant to have first comments delivered in 30 days or less.

Inspection Schedule

City will schedule all inspections and notify Consultant via Innoprise. Consultant will access Innoprise utilizing iPads to view requested inspections and provide real time inspection resulting.

The City must notify the Consultant of any next-day inspections by 3:00 pm the business day prior to the inspection date.

For any project under \$500,000 in valuation, Consultant will be available for inspections on Tuesdays and Thursdays from 8:00 am to 5:00 pm (not including Municipal Holidays).

For any commercial project whose valuation is \$500,000 or over, Consultant will be available for next-day inspections, as needed, Monday through Friday from 8:00 am to 5:00 pm (not including Municipal Holidays).

If Consultant is in the City to provide next-day commercial inspections they can also provide any other requested inspections.

Any day that the Consultant is in the City doing inspections, they will come by the City Planning & Development Office to stamp any outstanding paper copies of plans that have already been electronically reviewed & approved.

4. CERTIFICATIONS

The City requires current certifications for all contractors working for the City. Consultant will provide documentation of ICC certifications and state licensing for all inspectors and plans examiners.

EXHIBIT A-1 – SCHEDULE OF CHARGES

1. FEE STRUCTURE

Consultant fees pursuant to this Agreement will be as follows:

Service Fee Schedule:	
New Permits – issued after October 14, 2015	
Building Permit Fee	80% of fee collected by City
Electrical Permit Fee	80% of fee collected by City
Building Plan Review Fee	80% of fee collected by City
Electrical Plan Review Fee	80% of fee collected by City
Structural Engineering Review Fee	\$150.00 an hour – one (1) hour minimum Pre-approved by designated City representative
Re-Inspection Fee*	\$100.00 each re-inspection*
Additional/Miscellaneous Inspection Services and Consulting	\$100.00 an hour – one (1) hour minimum Pre-approved by designated City representative
After-hours/Weekend Inspection Fee	\$150.00 an hour – two (2) hour minimum
Expert Witness/Court Testimony	\$100.00 an hour – two (2) hour minimum Pre-approved by designated City representative
Plan Review Services:	
Plan Review Fees include first comments and, if needed, second comments	
There will be a \$100.00/ hour fee for review of any previously reviewed/approved plans	
For Deferred Submittals, there will be an additional \$300 plan review fee plus \$100.00/hour fee for each occurrence.	
Rates are all inclusive – no separate billing for mileage or vehicle expenses	
Consultant will not bill contractors or homeowners directly, but will bill through the City.	
In the event of termination of this agreement, Consultant agrees to complete any plan reviews and inspections paid for up front.	

*Consultant will charge a re-inspection fee in the following instances:

- If a contractor calls in an inspection but is not ready when the Consultant gets there to perform the inspection
- If the Consultant shows up to perform an inspection but needed party is not there – the Consultant will charge a re-inspection fee on the second no-show per project. (A re-inspection fee is not charged for the first no-show.)
- If a contractor or homeowner disregards correction items listed from previous inspection but still calls in in for another inspection without making required corrections, a re-inspection fee will be charged.

ATTACHMENT 1
CERTIFICATES OF INSURANCE

NOTEPADINSURED'S NAME **SAFEbuilt Holding Company****SAFEB-1**
OP ID: CLPAGE 2
Date 10/05/2015

Named Insureds (continued):

SAFEbuilt Arizona, LLC
SAFEbuilt Carolinas, LLC
SAFEbuilt Colorado, LLC
SAFEbuilt Florida, LLC
SAFEbuilt Georgia, LLC
SAFEbuilt Illinois, LLC
SAFEbuilt Louisiana, LLC
SAFEbuilt New Mexico, LLC
SAFEbuilt Ohio, LLC
SAFEbuilt Oregon, LLC
SAFEbuilt Texas, LLC
SAFEbuilt Michigan, LLC
LSL Planning, LLC
Meritage Systems, Inc.

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

General Liability:

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

Auto Liability:

HA9916 0312 Commercial Automobile Broad Form Endorsement includes
Additional Insureds and Waiver of Subrogation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/15

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

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida
	PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A : New Hampshire Ins Co	NAIC # 23841
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1182669 **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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 034123288 CO	07/01/15	07/01/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All worksite employees working for SAFE BUILT COLORADO LLC, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. SAFE BUILT COLORADO LLC is an alternate employer under this policy.

CERTIFICATE HOLDER
 City of Black Hawk
 PO Box 68
 Black Hawk, CO 80422-0068
CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

© 1988-2014 ACORD CORPORATION. All rights reserved.

ATTACHMENT 2
CERTIFICATIONS

Education & Certification

Education

Certification and Testing

2015 International Codes®
Resiliency, Safety, Innovation and Affordability



Certified Professional Information:

Last, First MI: Johnson, David Chad

Certified under this name: David Chad Johnson

Company: SafeBuilt Colorado

Address: 11839 Haskel Creek Rd

City, State Zip: Larkspur, CO 80118

Phone: (303)699-4939

Certification Type(s): Accessibility Inspector/Plans Examiner (expires 03/26/2018)

Building Plans Examiner (expires 03/26/2018)

Certified Building Code Official (expires 03/26/2018)

Certified Building Official (expires 03/26/2018)

Certified Electrical Code Official (expires 03/26/2018)

Certified Mechanical Code Official (expires 03/26/2018)

Certified Plumbing Code Official (expires 03/26/2018)

Combination Inspector (expires 03/26/2018)

Combination Plans Examiner (expires 03/26/2018)

Commercial Building Inspector (expires 03/26/2018)

Commercial Combination Inspector (expires 03/26/2018)

Commercial Electrical Inspector (expires 03/26/2018)

Commercial Mechanical Inspector (expires 03/26/2018)

Commercial Plumbing Inspector (expires 03/26/2018)

Electrical Inspector (expires 03/26/2018)

Electrical Plans Examiner (expires 03/26/2018)

Fire Plans Examiner (expires 03/26/2018)

Master Code Professional (expires 03/26/2018)

Mechanical Plans Examiner (expires 03/26/2018)

Plumbing Plans Examiner (expires 03/26/2018)

Residential Building Inspector (expires 03/26/2018)

Residential Combination Inspector (expires 03/26/2018)

Residential Electrical Inspector (expires 03/26/2018)

Residential Mechanical Inspector (expires 03/26/2018)

Residential Plumbing Inspector (expires 03/26/2018)

Listings here may not reflect today's changes, additions, exam results, or certifications from organizations other than ICC (including BOCA, ICBO, and SBCCI). Listings are updated nightly on this web site, so please allow a full 24 hours for changes to be reflected here. ICC certification for code enforcement professions attests to competent knowledge of construction codes and standards in effect on the date of certification or renewal.

ICC does its best to maintain the privacy requests of its members and constituents. If you believe that phone number or address information listed here should not be displayed please contact us at 1-888-ICC-SAFE (422-7233) between 8am and 7pm (CT) for personal assistance.

Terms of Use: This listing is provided as a service to the constituents of ICC for these purposes: locating a certified professional or contractor in your area, or confirming status for individuals. Any other use, sale, transfer, or reproduction in any form without the express written consent of ICC is strictly prohibited. ICC reserves the right to incorporate some false names to detect improper use of this service.



Lookup Detail View

Licensee Information

This serves as primary source verification of the license.*

**Primary source verification: License information provided by the Colorado Division of Professions and Occupations, established by 24-34-102 C.R.S.*

Name	Public Address
David Chad Johnson	Northglenn, CO 80241

Credential Information

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
JW.0108216	Examination	Journeyman Electrician	Active	12/09/2003	10/01/2014	09/30/2017

Board/Program Actions

Discipline
There is no Discipline or Board Actions on file for this credential.

Generated on: 9/22/2015 4:17:02 PM

Education & Certification

[Education](#)

[Certification and Testing](#)



Certified Professional Information:

Last, First MI: Roane, Sarah

Certified under this name: Sarah Roane

Company: Roane Architecture

City, State Zip: Loveland, CO 80537-0646

Certification Type(s): California Building Plans Examiner (expires 03/19/2018)
California Residential Building Inspector (expires 03/19/2018)
Certified Building Official (expires 01/02/2017)

Listings here may not reflect today's changes, additions, exam results, or certifications from organizations other than ICC (including BOCA, ICBO, and SBCCI). Listings are updated nightly on this web site, so please allow a full 24 hours for changes to be reflected here. ICC certification for code enforcement professions attests to competent knowledge of construction codes and standards in effect on the date of certification or renewal.

ICC does its best to maintain the privacy requests of its members and constituents. If you believe that phone number or address information listed here should not be displayed please contact us at 1-888-ICC-SAFE (422-7233) between 8am and 7pm (CT) for personal assistance.

Terms of Use: This listing is provided as a service to the constituents of ICC for these purposes: locating a certified professional or contractor in your area, or confirming status for individuals. Any other use, sale, transfer, or reproduction in any form without the express written consent of ICC is strictly prohibited. ICC reserves the right to incorporate some false names to detect improper use of this service.

Contact
Information

**1-888-ICC-
SAFE
(422-
7233), ext.
5524**

**Contact
Us**

Education & Certification

Education

Certification and Testing



Certified Professional Information:

Last, First MI: Young, Russell R
Certified under this name: Russell R Young
Address: 2565 Willow Ln
City, State Zip: Lakewood, CO 80215
Certification Type(s): Commercial Building Inspector (expires 06/27/2018)
Commercial Plumbing Inspector (expires 02/27/2018)
Residential Building Inspector (expires 11/18/2017)
Residential Mechanical Inspector (expires 11/18/2017)
Residential Plumbing Inspector (expires 01/16/2018)

Listings here may not reflect today's changes, additions, exam results, or certifications from organizations other than ICC (including BOCA, ICBO, and SBCCI). Listings are updated nightly on this web site, so please allow a full 24 hours for changes to be reflected here. ICC certification for code enforcement professions attests to competent knowledge of construction codes and standards in effect on the date of certification or renewal.

ICC does its best to maintain the privacy requests of its members and constituents. If you believe that phone number or address information listed here should not be displayed please contact us at 1-888-ICC-SAFE (422-7233) between 8am and 7pm (CT) for personal assistance.

Terms of Use: This listing is provided as a service to the constituents of ICC for these purposes: locating a certified professional or contractor in your area, or confirming status for individuals. Any other use, sale, transfer, or reproduction in any form without the express written consent of ICC is strictly prohibited. ICC reserves the right to incorporate some false names to detect improper use of this service.

Contact
Information

1-888-ICC-
SAFE
(422-
7233), ext.
5524

Contact
Us



Lookup Detail View

Licensee Information

This serves as primary source verification of the license.*

**Primary source verification: License information provided by the Colorado Division of Professions and Occupations, established by 24-34-102 C.R.S.*

Name	Public Address
Russell Regan Young	Newberg, OR 97132-6720

Credential Information

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
JW.0600706	Examination	Journeyman Electrician	Active	12/06/2014	12/06/2014	09/30/2017

Board/Program Actions

Discipline
There is no Discipline or Board Actions on file for this credential.

Generated on: 9/22/2015 4:19:54 PM

Education & Certification

Education

Certification and Testing



Certified Professional Information:

Last, First MI: Taylor, Herbert

Certified under this name: Herbert Taylor

City, State Zip: Sherman, TX 75090-6729

Certification Type(s): Building Inspector (expires 06/03/2018)

Commercial Plumbing Inspector (expires 06/03/2018)

Residential Building Inspector (expires 06/03/2018)

Residential Combination Inspector (expires 06/03/2018)

Residential Electrical Inspector (expires 06/03/2018)

Residential Mechanical Inspector (expires 06/03/2018)

Residential Plumbing Inspector (expires 06/03/2018)

Listings here may not reflect today's changes, additions, exam results, or certifications from organizations other than ICC (including BOCA, ICBO, and SBCCI). Listings are updated nightly on this web site, so please allow a full 24 hours for changes to be reflected here. ICC certification for code enforcement professions attests to competent knowledge of construction codes and standards in effect on the date of certification or renewal.

ICC does its best to maintain the privacy requests of its members and constituents. If you believe that phone number or address information listed here should not be displayed please contact us at 1-888-ICC-SAFE (422-7233) between 8am and 7pm (CT) for personal assistance.

Terms of Use: This listing is provided as a service to the constituents of ICC for these purposes: locating a certified professional or contractor in your area, or confirming status for individuals. Any other use, sale, transfer, or reproduction in any form without the express written consent of ICC is strictly prohibited. ICC reserves the right to incorporate some false names to detect improper use of this service.

Contact
Information

1-888-ICC-
SAFE
(422-
7233), ext.
5524

Contact
Us

Education & Certification

Education

Certification and Testing

2015 International Codes®
Resiliency, Safety, Innovation and Affordability



Certified Professional Information:

Last, First MI: Kelly, Kim

Certified under this name: Kim Kelly

Company: City of Oklahoma City DC

Address: 1116 Providence Ct.

City, State Zip: Edmond, OK 73003

Certification Type(s): Accessibility Inspector/Plans Examiner (expires 04/17/2018)

- Building Inspector (expires 04/17/2018)
- Building Plans Examiner (expires 04/17/2018)
- Certified Building Code Official (expires 04/17/2018)
- Certified Building Official (expires 04/17/2018)
- Certified Electrical Code Official (expires 04/17/2018)
- Certified Mechanical Code Official (expires 04/17/2018)
- Certified Plumbing Code Official (expires 04/17/2018)
- Combination Inspector (expires 04/17/2018)
- Combination Plans Examiner (expires 04/17/2018)
- Commercial Building Inspector (expires 04/17/2018)
- Commercial Combination Inspector (expires 04/17/2018)
- Commercial Electrical Inspector (expires 04/17/2018)
- Commercial Energy Inspector (expires 04/17/2018)
- Commercial Mechanical Inspector (expires 04/17/2018)
- Commercial Plumbing Inspector (expires 04/17/2018)
- Disaster Response Inspector (expires 04/17/2018)
- Electrical Inspector (expires 04/17/2018)
- Electrical Plans Examiner (expires 04/17/2018)
- Master Code Professional (expires 04/17/2018)
- Mechanical Inspector (expires 04/17/2018)
- Mechanical Plans Examiner (expires 04/17/2018)
- Plumbing Inspector (expires 04/17/2018)
- Plumbing Plans Examiner (expires 04/17/2018)
- Residential Building Inspector (expires 04/17/2018)
- Residential Combination Inspector (expires 04/17/2018)
- Residential Electrical Inspector (expires 04/17/2018)
- Residential Energy Inspector/Plans Examiner (expires 04/17/2018)
- Residential Mechanical Inspector (expires 04/17/2018)
- Residential Plans Examiner (expires 04/17/2018)
- Residential Plumbing Inspector (expires 04/17/2018)

Listings here may not reflect today's changes, additions, exam results, or certifications from organizations other than ICC (including BOCA, ICBO, and SBCCI). Listings are updated nightly on this web site, so please allow a full 24 hours for changes to be reflected here. ICC certification for code enforcement professions attests to competent knowledge of construction codes and standards in effect on the date of certification or renewal.

ICC does its best to maintain the privacy requests of its members and constituents. If you believe that phone number or address information listed here should not be displayed please contact us at 1-888-ICC-SAFE (422-7233) between 8am and 7pm (CT) for personal assistance.

Terms of Use: This listing is provided as a service to the constituents of ICC for these purposes: locating a certified professional or contractor in your area, or confirming status for individuals. Any other use, sale, transfer, or reproduction in any form without the express written consent of ICC is strictly prohibited. ICC reserves the right to incorporate some false names to detect improper use of this service.



Lookup Detail View

Licensee Information

This serves as primary source verification of the license.*

**Primary source verification: License information provided by the Colorado Division of Professions and Occupations, established by 24-34-102 C.R.S.*

Name	Public Address
Kim A. Kelly	Edmond, OK 73003-6155

Credential Information

License Number	License Method	License Type	License Status	Original Issue Date	Effective Date	Expiration Date
ME.0005177	Examination	Master Electrician	Active	03/25/1996	01/29/2015	09/30/2017

Supervision

Relationship	Supervisor/Supervisee	License	Start Date	Relationship Type
Supervises	Kelly Electric	EC.0004507	06/22/2015	Responsible Individual

Board/Program Actions

Discipline
There is no Discipline or Board Actions on file for this credential.

Generated on: 9/22/2015 4:54:59 PM

RESOLUTION 70-2015
A RESOLUTION
APPROVING THE
AGREEMENT OF LEASE
BETWEEN THE CITY OF
BLACK HAWK AS LESSOR
AND WYOMING HI-TECH
HEARING AIDS, LLC AS
LESSEE

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 70-2015

**TITLE: A RESOLUTION APPROVING THE AGREEMENT OF LEASE
BETWEEN THE CITY OF BLACK HAWK AS LESSOR AND WYOMING
HI-TECH HEARING AIDS, LLC 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
Wyoming Hi-Tech Hearing Aids, LLC 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 14th day of October, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Lease of 420 Gregory Street.

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

MOTION TO APPROVE: Resolution # 70 -2015,A Resolution approving the agreement of lease between the City of Black Hawk and Wyoming Hi-Tech Hearing Aids, LLC.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

AGENDA DATE: October 14, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Lease Agreement

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:





Lance Hillis, Finance Director

Jack D. Lewis, City Manager

AGREEMENT OF LEASE

THIS LEASE is made and entered into this _____ day of _____, 2015, by and between the City of Black Hawk (“Lessor”) and Wyoming Hi-Tech Hearing Aids, LLC (“Lessee”).

ARTICLE 1 - DEFINITIONS

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

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

1.2 “Premises” means the property with an address of 420 Gregory Street, Black Hawk, Colorado 80422, and commonly known as the “White House”.

ARTICLE 2 - LEASED PREMISES

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

ARTICLE 3 - TERM AND RENT

3.1 Term of the Lease. The term of this Lease shall commence on October 15, 2015, and shall expire on October 31, 2018.

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

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

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

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

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

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

ARTICLE 4 - USE OF PREMISES AND TENANT IMPROVEMENTS

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

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

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

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

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

ARTICLE 5 - RIGHT OF ENTRY

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

ARTICLE 6 - INDEMNIFICATION

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

ARTICLE 7 - INSURANCE

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

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

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

ARTICLE 8 - REMEDIES UPON DEFAULT

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

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

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

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

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

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

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

ARTICLE 9 - SUCCESSORS

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

ARTICLE 10 - SPECIAL COVENANTS OF LESSEE

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

ARTICLE 11 - SURRENDER OF PREMISES

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

ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 Captions; Attachments.

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

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

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

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

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

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

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

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

To Lessee: Wyoming Hi-Tech Hearing Aids, LLC
Attn: Fred Lawrence
232 E. 2nd Street #107
Casper, WY 82601

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

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

By: *Fred Lawrence*
Fred Lawrence, Owner

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 5 day of October, 2015, by Fred Lawrence.

My commission expires: March 25, 2019

(S E A L)

MICHELE MARTIN
NOTARY PUBLIC - STATE OF COLORADO
Notary Identification #20154012152
My Commission Expires 3/25/2019

Michele Martin
Notary Public

