

CITY OF BLACK HAWK POLICE DEPARTMENT



BLACK HAWK

OFFICER BRANDEE DENNISON

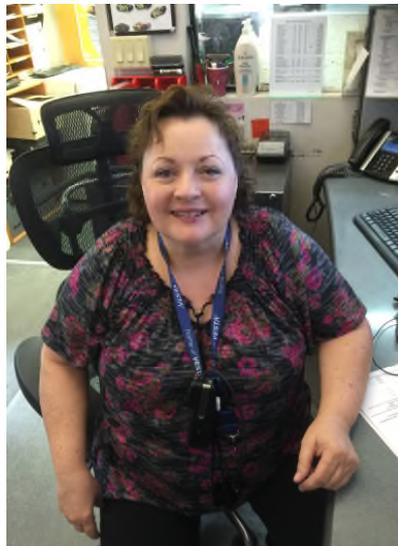


Officer Brandee Dennison is one of the Black Hawk Police Department's newest police officers. Brandee was born in Escondido, California and her family later moved to Boise Idaho. In 2003 the family moved to Colorado. Officer Dennison graduated High School from Middle Park High School where she also attended the EMT Basic Program and various medical associated classes. Officer Dennison graduated from Arapahoe Community Law Enforcement Academy in December 2015 and is currently working on a degree in Criminal Justice. Before attending the Law Enforcement Academy she worked as a medical assistant in various branches of medicine ranging from cardiology, urgent care and gastroenterology. Officer Dennison is very adventurous and loves to explore new places. She enjoys many outdoor activities such as hunting, fishing, snowboarding, hiking and camping. She also likes attending sporting events and concerts and spending quality time with her family, friends and dogs. She has completed her FTO training program and looks forward to her professional career with the City of Black Hawk.

CITY OF BLACK HAWK POLICE DEPARTMENT



COMMUNICATION OFFICER DEBBIE ASMUS



Communication Officer Asmus began her career with the Black Hawk Police Department in 2016. She was born in Washington, D.C., and moved to Denver when she was 11 years old. Debbie has always loved living in Colorado and never tires of the gorgeous mountains. After high school she began a career with the Federal Government. She also worked for the Englewood Police Department and a couple of local TV stations. While working at the TV stations she met many local celebrities as well as Raymond Burr when he was filming his Perry Mason series. She also spoke with Joan Rivers to name a couple of highlights. She worked at the Denver Police Department as a Communication Officer for 15 years. Before joining the Black Hawk Police Department she drove for Uber and had her own limousine business.



**City of Black Hawk
City Council**

August 24, 2016

MEETING MINUTES

Water Department Superintendent Jason Fredericks rang the bell.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, August 24, 2016, at 3:00 p.m. by Mayor Spellman.

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

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

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

3. **AGENDA CHANGES:** Deputy City Clerk Martin confirmed there was one change to the agenda. Item 8C has been resolved and removed from the agenda .

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

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

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

6. APPROVAL OF
MINUTES

August 10, 2016.

**MOTION TO
APPROVE**

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

MOTION PASSED

There was no discussion and the motion passed unanimously.

7. PUBLIC HEARINGS:

A. CB19-2016, An Ordinance Approving an Intergovernmental Agreement for the 2016 General Election Between the City of Black Hawk and Gilpin County by the Gilpin County Clerk and Recorder

Mayor Spellman read the title and opened the public hearing.

City Clerk Greiner stated the need to have an Intergovernmental Agreement in order to conduct a coordinated election with Gilpin County on November 8, 2016.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB19, An Ordinance Approving an Intergovernmental Agreement for the 2016 General Election Between the City of Black Hawk and Gilpin County by the Gilpin County Clerk and Recorder open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Bennett to Approve CB19, An Ordinance Approving an Intergovernmental Agreement for the 2016 General Election Between the City of Black Hawk and Gilpin County by the Gilpin County Clerk and Recorder.

MOTION PASSED

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

B. CB20-2016, An Ordinance Submitting a Ballot Question and Setting the Ballot Title Therefor

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this item and gave a brief background on SB05-152, which limits the City from improving the

community's broadband services. He said this potential second question on the ballot would authorize the City to provide those services at some point in the future, with voter approval.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB20, An Ordinance Submitting a Ballot Question and Setting the Ballot Title Therefor 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 Torres **MOVED** and was **SECONDED** by Alderman Armbright to Approve CB20, An Ordinance Submitting a Ballot Question and Setting the Ballot Title Therefor.

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

8. ACTION ITEMS:

A. Resolution 62-2016, A Resolution Awarding a Contract to Master Security Center to Upgrade the Water Department Security and Surveillance System in an Amount Not To Exceed \$43,089.00

Mayor Spellman read the title.

Public Works Director Isbester and Water Department Superintendent Fredericks were present to introduce this item. Isbester said the upgrades would be for all the City's water facilities.

MOTION TO APPROVE Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 62-2016, A Resolution Awarding a Contract to Master Security Center to Upgrade the Water Department Security and Surveillance System in an Amount Not To Exceed \$43,089.00.

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

B. Resolution 63-2016, A Resolution Approving the Health and Wellness Reimbursement Policy

Mayor Spellman read the title.

City Manager Lewis explained the current policy of reimbursement for gym memberships, and that a suggestion was made by an employee

recently to expand it to other forms of physical activity that would promote health and wellness. Lewis confirmed that State Park passes would be included, as long as receipts were submitted.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 63-2016, A Resolution Approving the Health and Wellness Reimbursement Policy.

MOTION PASSED

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

C. Resolution 64-2016, A Resolution Amending Resolution No. 18-2016, A Resolution Approving the Site Development Plan and Certificate of Appropriateness for the Ameristar Casino Sprung Building

This item was removed from the agenda.

D. Resolution 65-2016, A Resolution Awarding the Contract for the 2016 Christmas Decorations with Alpine Artisan Studios in the Amount of \$119,000.00

Mayor Spellman read the title.

Public Works Director Isbester explained that this contract would take care of the first half of the holiday season by cleaning, refurbishing, and installing the decorations. He said after the budget session, he will come back with another contract to take down the decorations and store them. He said they were cutting out some of the decorations due to ongoing construction in some areas and the age of some of the items, which date back at least 20 years.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 65-2016, A Resolution Awarding the Contract for the 2016 Christmas Decorations with Alpine Artisan Studios in the Amount of \$119,000.00.

MOTION PASSED

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

9. CITY MANAGER REPORTS:

City Manager had nothing to report

10. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report, yet wanted to note the oral argument in the case involving other gaming entities on allocations of gaming proceeds took place and an additional briefing was requested. It was noted that City Manager Lewis did attend the hearing.

11. EXECUTIVE SESSION: City Attorney Hoffmann recommended items number 2 and 6 for Executive Session for specific legal questions related to potential legislation and also legal advice regarding a land use issue.

**MOTION TO
ADJOURN INTO
EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:10 p.m. to hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).

MOTION PASSED

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

**MOTION TO
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to adjourn the Executive Session at 4:50 p.m.

MOTION PASSED

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

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 4:50 p.m.

Melissa A. Greiner
City Clerk

David D. Spellman
Mayor

COUNCIL BILL 21
ORDINANCE 2016-21
AN ORDINANCE APPOINTING
A DIRECTOR TO THE BOARD
OF THE BLACK HAWK
BUSINESS IMPROVEMENT
DISTRICT

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

COUNCIL BILL NUMBER: CB21

ORDINANCE NUMBER: 2016-21

TITLE: AN ORDINANCE APPOINTING A DIRECTOR TO THE BOARD OF THE BLACK HAWK BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the Black Hawk Business Improvement District (BID) was organized by Councilman's Bill Number 26, Ordinance Number 95-8 of the City of Black Hawk on July 26, 1995. Under that Ordinance and subsequent enactments, the Board of Directors of the District has been appointed by the City Council. All Board members must, by law, be electors of the District; and

WHEREAS, the BID currently has a vacancy on the Board of Directors that is required to be filled by the City Council.

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

Section 1. Based upon the recommendations provided by owners of taxable property in the BID and other information available to the City, and finding that there is presently a vacancy to be filled on the BID Board, pursuant to Section 31-25-1209(1)(b), C.R.S., the City Council hereby appoints the following elector of the BID to the office of Director of the BID:

1. Walter Northscott ("North") Grounsell

and congratulates him on his appointment.

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

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

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

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

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Appointing a Director to the Board of the Black Hawk Business Improvement District

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

MOTION TO APPROVE Council Bill 21, An Ordinance Appointing a Director to the Board of the Black Hawk Business Improvement District

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Black Hawk Business Improvement District (BID) was organized by Councilman's Bill Number 26, Ordinance Number 95-8 of the City of Black Hawk on July 26, 1995. Under that Ordinance and subsequent enactments, the Board of Directors of the District has been appointed by the City Council. All Board members must, by law, be electors of the District. The BID currently has a vacancy on the Board of Directors that is required to be filled by the City Council.

Based upon the recommendations provided by owners of taxable property in the BID and other information available to the City, and finding that there is presently a vacancy to be filled on the BID Board, pursuant to Section 31-25-1209(1)(b), C.R.S., the City Council hereby appoints the, Walter Northscott ("North") Grounsell, General Manager of the Mardi Gras, to the office of Director of the BID.

AGENDA DATE: September 14, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes N/A

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

DOCUMENTS ATTACHED: Letter from District Manager and BID Designation of Elector

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

Melissa Greiner

Melissa Greiner
City Clerk/Administrative Services Director

REVIEWED BY:

Jack D. Lewis

Jack D. Lewis
City Manager



**Black Hawk Business Improvement District
P. O. Box 663
Black Hawk, CO 80422
303-582-3165**

Lynnette Hailey, District Manager

lhailey@centurylink.net

September 2, 2016

Corey Y. Hoffmann Esq.
Hayes Phillips Hoffmann & Carberry
1350 17th Street, Suite 450
Denver, CO 80202

**RE: REPLACEMENT BOARD MEMBER/BLACK HAWK BUSINESS
IMPROVEMENT DISTRICT**

Dear City Attorney Hoffmann:

The Board of Directors of the Black Hawk Business Improvement District ("BID") has directed me to request that the City of Black Hawk appoint Walter Northscott ("North") Grounsell as the designated elector of Affinity Gaming to the Board of Directors of the BID. Mr. Grounsell will be replacing Scott Nelson.

Mr. Grounsell has been confirmed by the BID Board, and has received the Board's unanimous recommendation for appointment to the BID Board at the City Council's earliest opportunity.

If you have any questions, please do not hesitate to contact me.

Thank you,

Black Hawk Business Improvement District

Lynnette Hailey
District Manager

Attachments

CC: Norman F. Kron Esq
David D. Spellman, Mayor
Melissa Greiner, BH City Clerk w/attachments

DESIGNATION OF ELECTOR

BLACK HAWK BUSINESS IMPROVEMENT DISTRICT
CITY OF BLACK HAWK
COUNTY OF GILPIN, STATE OF COLORADO

To the Secretary of the Black Hawk Business Improvement District, in the City of Black Hawk, County of Gilpin, State of Colorado ("District"):

WALTER N GROUNDSEL, IV, the designated elector, who is a natural person who is a citizen of the United States and a resident of the State of Colorado, and who is eighteen years of age or older, is hereby designated by the entity identified below, as an owner or lessee of taxable real or personal property in the District, which is not a natural person, to vote for such owner or lessee as an "elector" of the District. This designation supersedes and replaces any prior designation (if any) by the entity identified below.

Designating Entity 

By: JEFFREY SOLOMON

Its: MANAGER

Effective as of: Sept. 1, 2011

The address to be used for mailing a ballot to the Designated Person is:

AFFINITY GAMING BLACK HAWK, LLC
300 MAIN ST, PO BOX 47
BLACK HAWK, CO 80422

The address where the Designated Person is registered to vote:

12729 W 73RD PLACE
ARVADA, CO 80005

Date of Birth: 05/31/1973
(for verification of voter registration)

Designated Person's Daytime Telephone Number:

303-582-2600

(This designation is filed with the Secretary of the District. Only one such person may be designated by an owner or lessee regardless of the number of properties or lots owned by such owner or lessee. No elector shall be allowed to cast more than one vote even if the person is designated by more than one entity or even if the person is eligible as an individual and also as a designee.)

COUNCIL BILL 22
AN ORDINANCE APPROVING
THE 2017 OPERATING PLAN
AND PROPOSED BUDGET OF
THE BLACK HAWK BUSINESS
IMPROVEMENT DISTRICT

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

COUNCIL BILL NUMBER: CB22

ORDINANCE NUMBER: 2016-22

TITLE: AN ORDINANCE APPROVING THE 2017 OPERATING PLAN AND BUDGET OF THE BLACK HAWK BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the Black Hawk Business Improvement District has filed a proposed 2017 Operating Plan and Budget as required by Section 31-25-1211, C.R.S. (“Operating Plan and Budget”); and

WHEREAS, the City has reviewed the Operating Plan and Budget, provided notice of a public hearing held before the Board of Aldermen concerning the Amended Operating Plan and Budget in the manner stated in the Amended 2001 Operating Plan and Budget, and has held the public hearing; and

WHEREAS, the City of Black Hawk has found and does hereby find that the Operating Plan and Budget should be approved.

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

Section 1. Plan Approval. The City of Black Hawk hereby approves the 2017 Operating Plan and Budget, a copy of which is attached hereto and incorporated herein by reference. The services, improvements, and financial arrangements of the District shall conform so far as practicable to the Operating Plan and Budget.

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

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

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

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

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2017 Operating Plan and Proposed Budget of the Black Hawk Business Improvement District

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

MOTION TO APPROVE Council Bill 22, An Ordinance Approving the 2017 Operating Plan and Budget of the Black Hawk Business Improvement District.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Black Hawk Business Improvement District has filed the 2017 Operating Plan and Proposed Budget as required by Section 31-25-1211. C.R.C. (“Operating Plan and Budget”) for Council consideration and approval.

AGENDA DATE: September 14, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

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

DOCUMENTS ATTACHED: Black Hawk Business Improvement District 2017 Operating Plan and Proposed Budget

RECORD: []Yes [X]No

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

SUBMITTED BY:

REVIEWED BY:



Melissa A. Greiner
City Clerk/Administrative Services Director

Jack D. Lewis
City Manager

2017 OPERATING PLAN AND BUDGET

**BLACK HAWK
BUSINESS
IMPROVEMENT
DISTRICT**

City of Black Hawk, Gilpin County, Colorado

Spencer Fane LLP and Lynnette Hailey, BID Manager

DN 1498151.1

TABLE OF CONTENTS

PURPOSE AND SCOPE OF THIS DOCUMENT2

A. *Why Approve the 2016 Operating Plan and Budget Now?*2

B. *What Must Be Included in the Operating Plan?*2

COMPOSITION OF THE BOARD OF DIRECTORS2

DESCRIPTION OF IMPROVEMENTS AND SERVICES3

INCLUSION POLICY6

POPULATION PROJECTIONS6

DISTRICT BOUNDARIES6

ASSESSED VALUATION6

INTERGOVERNMENTAL AGREEMENTS.....7

OPERATION AND MAINTENANCE8

FINANCIAL PLAN.....8

DEVICE TAX BOND PROCEEDS.....12

PROCEDURE FOR OBTAINING A CITY APPROVAL OF MODIFICATIONS OF
THE OPERATING PLAN.....12

CITY OVERSIGHT OF DISTRICT ACTIVITIES13

CONCLUSION.....13

**2017 OPERATING PLAN AND BUDGET FOR THE
BLACK HAWK BUSINESS IMPROVEMENT DISTRICT**

PURPOSE AND SCOPE OF THIS DOCUMENT

A. *Why Approve the 2017 Operating Plan and Budget Now?*

The Business Improvement District Act, specifically Section 31-25-1211, C.R.S., requires that the Black Hawk Business Improvement District file an operating plan and budget with the City Clerk no later than September 30 of each year.

Under the statute, the City is to approve the operating plan and budget within 30 days of the submittal of all required information.

B. *What Must Be Included in the Operating Plan?*

Pursuant to the provisions of the Business Improvement District Act, Section 31-25-1201, et seq., C.R.S, as amended, this Operating Plan specifically identifies (1) the composition of the Board of Directors, (2) the services and improvements to be provided by the District, (3) the taxes, fees, and assessments to be imposed by the District, (4) the estimated principal amount of the bonds of the District, and (5) such other information as the City may require.

The District's 1995-1996, 1997, Amended 1997 and 1998, Amended 1998 and 1999, 1999 Amended and 2000, Amended 1999 and Amended 2000, 2000 Amended and 2001, 2002, 2003 and Amended 2003, 2004, 2005, Amended 2005, 2006, and Amended 2006, 2007, 2008, 2009, 2010, 2011, Amended 2011, Operating Plans and Budgets for 2012, 2013, 2014, 2015, and 2016, previously approved by the City, are incorporated herein by reference, and shall remain in full force and effect except as specifically or necessarily modified hereby.

COMPOSITION OF THE BOARD OF DIRECTORS

The Black Hawk Business Improvement District was organized by Councilman's Bill Number 26, Ordinance Number 95-8 of the City of Black Hawk on July 26, 1995. Under that Ordinance and subsequent enactments, the Board of Directors of the District has been appointed by the City Council. All Board members must, by law, be electors of the District. The Amended 1999 and Amended 2000 Operating Plan and Budget that was approved by the City increased the number of directors from five to seven. The Amended 2011 Operating Plan increased the number of directors from seven to nine. The current members of the Board of Directors are:

John East, President
Brian Watts, Secretary/Treasurer
Brian Cloud, Assistant Secretary
Shawn Harris, Assistant Secretary
Edward E. Smith, Assistant Secretary
Sean Demeule, Assistant Secretary

John Zimpel, Assistant Secretary
Craig Pleva, Assistant Secretary
Northscott Grounsell, Assistant Secretary

The Director Sheet attached as **Exhibit I** provides more detailed information.

Future appointments shall be made by the City in accordance with the previously approved operating plans.

DESCRIPTION OF IMPROVEMENTS AND SERVICES

To date, the District has:

- Financed the acquisition of property by the City for the Colorado 279/119 intersection improvements;
- Financed, completed, and furnished to the City, the Main Street Project;
- Entered into an Intergovernmental Agreement with the City to organize the Black Hawk Transportation Authority which operated the shuttle bus system until its dissolution in 2011;
- Issued and has fully paid, as authorized by the Amended 1997 and 1998 Operating Plan and Budget, the Special Improvement District 1997-1 Special Assessment Bonds for additional public improvements to South Main Street (Isle of Capri-Riviera) according to the City-approved plans and has paid for the public improvements;
- Issued and has fully paid, as authorized by the Amended 1998 and 1999 Operating Plan and Budget, the Special Improvement District No. 1998-1, Special Assessment Bonds for additional public improvements to Main Street, Richman Street, limited drainage and appurtenances for the Creekside project (Black Hawk Brewery - KMM - Mardi Gras) according to the City-approved plans and paid for such public improvements;
- Issued and has fully paid, as authorized by the 1997 Operating Plan and Budget, the Special Improvement District No. 1997-2, Special Assessment Bonds for the Richman/Main SID (Lodge) and paid for public improvements to Richman Street (including the bridge), Colorado 119, Main Street, and related items according to the City-approved plans and has paid for such public improvements;
- Issued and has fully paid, as authorized by the 2000 Amended and 2001 Operating Plan and Budget, the Special Improvement District No. 1998-2 Special Assessment Bonds for the Richman/119 SID (Windsor-Hyatt) and has paid for the public improvements;
- Financed, retained Deloitte Touche, and completed a market feasibility study of alternative access - specifically considering the proposed tunnel and related improvements;

- Successfully assisted in the organization of the Silver Dollar Metropolitan District for the Highway 119 lighting project and alternate access project (and, if feasible, alternate access construction project);
- Using the authority approved by the City in the Amended 1999 and 2000 Operating Plan and BID voters, issued the BID's General Obligation Bonds, Series 2000-1 in the aggregate principal amount of \$7 million for highway lighting improvements for Colorado 119 and continued work on the alternate access project. These projects have been assigned, for consideration, to the Silver Dollar Metropolitan District and the BID's General Obligation Bonds, Series 2000-1 have been defeased;
- Designed, and assigned to Silver Dollar Metropolitan District to implement, highway lighting improvements to Colorado 119 from the City of Black Hawk to US 6;
- Began engineering, design, negotiation, and related efforts with DMJM Harris, Weaver General Construction, and other contractors toward development of alternate access from Highway 119 to I-70/US 6 and assigned the project to Silver Dollar Metropolitan District;
- Worked with the City and the four property owners at the corner of Highway 119 and Richman Street concerning a proposed pedestrian bridge project;
- Developed a marketing and promotional program and funded a \$500,000 marketing effort in 2004 and additional marketing in 2005, particularly related to access after the slide on US 6. Marketing is ongoing and included a 2006 effort primarily relating to CDOT maintenance efforts on US 6 and additional work in 2007 and 2008. In 2009 and 2010, the District assisted with marketing efforts after the approval of expanded hours, games, and limits;
- As authorized by the 2003 Amended Operating Plan and Budget, organized and held an election for the Special Improvement District No. 2003-1 (Isle of Capri-Colorado Central Station) for additional public improvements to South Main Street, including a connection to Highway 119 and pedestrian bridges according to City-approved plans for the public improvements;
- Assisted with discussions of matters of interest to the Business Improvement District constituency, such as excavation, historic preservation, and environmental issues;
- In December, 2004, the District advance refunded and defeased its outstanding General Obligation Bonds, Series 1995, in the aggregate principal amount of \$2,125,000, in order to reduce interest costs;
- As authorized by the 2005 Amended Operating Plan and Budget, refunded the SID 1997-1 Bonds, the SID 1998-1 Bonds, the SID 1997-2 Bonds and the SID 1998-2 Bonds, thereby reducing the total interest payable over the life of the obligations by issuing bonds at a lower net interest cost and lower net effective interest rate;
- The District was an organizing and funding supporter of the Black Hawk-Central City Visitors and Convention Bureau until 2011 when it was dissolved;

- In 2012 the BID paid off its bonds and previously paid its SID bonds as planned; and

- In 2011, 2012 and 2013 the BID and the City jointly marketed the City, including the 2011 gold promotion.

- In 2014, 2015, and 2016 the BID continued city promotional/marketing efforts with District Manager Hailey as the lead; funded support of the City shuttle service; and, actively participated in Hwy 119 improvement studies. These efforts will continue into 2017.

- In 2016 (July 19, 2016), the BID and City of Black Hawk executed the First Amendment to the IGA concerning Marketing and Promotion of Black Hawk with the following obligations:

The BID shall so long as the IGA is in effect:

- (a) For property tax collection year 2017, certify its general operating mill levy at a rate of 3.0 mills for purposes of providing revenue for the Enhanced Marketing Program (the "Enhanced BID Contribution"); and

- (b) Commencing for property tax collection year 2018 and thereafter, set its mill levy at a rate of 4.07 mills for purposes of providing revenue for the Enhanced Marketing Program, and collect the same as an increased Enhanced BID Contribution; and

- (c) Utilize the City Contribution as defined in the Original Agreement if achieved, the BID Contribution as defined in the Original Agreement, and the Enhanced BID Contribution to fund the Enhanced Marketing Program (collectively, the "IGA Revenue"); and

- (d) Allocate the IGA Revenue in its entirety for the Enhanced Marketing Program, except that the BID is authorized to expend those amounts necessary for costs of property tax collection paid to Gilpin County and for the day to day administration and operations, including without limitation website maintenance and hosting of the BID and job fairs, such administration and operations to be in an amount not to exceed thirty percent (30%) in 2017; and twenty percent (20%) in 2018 and thereafter, provided, however, that expenditures of the TABOR Emergency Reserve and an emergency marketing fund created solely to allow for a response to catastrophic natural disasters such as rockslides, fire or flood, which fund shall be limited to a maximum fund amount of One Hundred Thousand Dollars (\$100,000.00), shall not be included in such percentages. Unless specifically agreed to by the City and the BID, the Enhanced Marketing Program shall only include those marketing activities promoting the City; and

- (e) Not lower its mill levy except as required by Article X, Section 20 of the Colorado Constitution.

The District will remain empowered to provide all of the services and improvements as listed in the previously approved operating plans.

INCLUSION POLICY

The District and the City hereby reaffirm the inclusion policy stated in the previously approved operating plans:

The owner of any property who, hereafter, (1) seeks a permit from the City to construct or operate a casino or gaming-related customer parking lot on any parcel not included within the District but located within the boundaries of the gaming district along Main Street, or (2) seeks a change in land use from residential to any commercial classification within the gaming district pursuant to the terms of the City zoning ordinance, or (3) seeks an expansion of an existing non-residential land use within the Main Street area of the gaming district by more than 20% as defined by the City zoning ordinance, or (4) seeks to develop a vacant parcel to a non-residential use within the Main Street area of the gaming district; shall receive substantial benefits for the particular parcel of property from the existence and improvements of the District in rough proportionality to the costs associated with inclusion into the District. As a condition of receiving such City permit, the property shall be included into the District. The City intends to enforce this requirement by appropriate ordinances and resolutions.

The City shall assist the BID in the BID's efforts to include other casino and gaming-related customer parking properties into the District.

POPULATION PROJECTIONS

No change in the population projection stated in the previously approved operating plans is anticipated.

DISTRICT BOUNDARIES

On March 19, 2009, by Ordinance No. 2009-9, Bullwacker's Casino was included into the boundaries of the District following a petition by the landowner.

On September 14, 2011, by Ordinance No. 2011-15, Sasquatch Casino was included into the boundaries of the District following a petition by the landowner.

On August 27, 2014, by Ordinance No. 2014-15, the property at 201 Selak Street was included into the boundaries of the District following a petition by the landowner.

There have been no other property inclusions or exclusions to the boundaries of the District since the 201 Selak Street inclusion.

ASSESSED VALUATION

The assessed valuation as reported by the Gilpin County Assessor was:

Year	Assessed Value
1996	\$ 28,332,070
1997	38,312,860
1998	44,753,460
1999	61,228,770
2000	87,064,580
2001	114,309,460
2002	145,844,030
2003	152,001,390
2004	154,968,800
2005	165,472,540
2006	178,738,050
2007	187,733,540
2008	194,262,080
2009	234,439,337
2010	233,846,480
2011	209,859,439
2012	207,835,604
2013	201,301,927
2014	203,633,883
2015	222,568,546
2016*	222,568,654

*as reported in the August, 2016 preliminary figures from the Gilpin County Assessor

INTERGOVERNMENTAL AGREEMENTS

Main Street. The District entered into several intergovernmental agreements with the City concerning the Main Street Project.

Black Hawk Transportation Authority. The District entered into an IGA with the City to organize the Black Hawk Transportation Authority.

Medill Barnes was appointed by the BID Board to the Board of Directors of the Transportation Authority.

By motion adopted on September 21, 2010, the Board approved termination of the Black Hawk Transportation Authority Contract, effective December 31, 2010.

In 2011, the Black Hawk Transportation Authority was dissolved and the City of Black Hawk took over the transportation services previously provided, with the exclusion of service to the City of Central City.

IGA with Silver Dollar Metropolitan District. The BID and Silver Dollar Metropolitan District entered into a contract wherein the (then) new Silver Dollar District undertook the lighting and alternate access projects and reimbursed the BID for those projects.

IGA with CDOT. The BID entered an IGA with CDOT concerning lighting of Highway 119. This agreement was assigned to Silver Dollar Metropolitan District.

IGA with the Cities of Black Hawk and Central City to form the Black Hawk/Central City Visitors and Convention Bureau. Medill Barnes was appointed by the BID Board to the Board of Directors of the Bureau. The Bureau was dissolved in 2011.

OPERATION AND MAINTENANCE

No change in this section of the previously approved operating plans is proposed.

BID revenues may be used for marketing activities as allowed by law and for furnishing public information concerning street and highway maintenance, construction and closures.

The BID has been monitoring the activities of CDOT, CDPHE, and the Silver Dollar Metropolitan District during their work in the Highway 119 and I-70 corridors.

FINANCIAL PLAN

The draft 2017 budget is attached as **Exhibit II**, final adoption by the BID Board will occur after notice and public hearing as required by the Colorado Local Government Budget Law, and the budget may change following such hearing and prior to adoption.

Prior Debt and Bonds

The report concerning the General Obligation Bonds Series 1995-1 and Special Improvement District Series 1995-1 Special Assessment Bonds made in the 1998 Operating Plan remains unchanged. The GO Bonds, Series 1995 were refunded and defeased in December, 2004. These bonds were fully paid in 2012 and currently the BID has no outstanding bonds.

The BID was very successful in collecting its special assessments and retiring the 1995 SID bonds ahead of schedule. The 1995 SID bonds were fully paid in 2005. Bond repayment costs for the bonds issued for the Main Street Project will be as provided in the amortization schedules for the bonds as listed in the schedules in the official statements.

The SID 1997-1 Bonds, the SID 1998-1 Bonds, the SID 1997-2 Bonds and the SID 1998-2 Bonds are now defeased and were refunded in early 2005, reducing the interest payable over the life of the obligations. The refunding bonds were fully repaid in 2010 from available reserves; therefore, no special assessments for these bonds were imposed in 2011 or thereafter.

Bond History

In August, 1998, the BID issued its Special Improvement District 1997-1 Special Assessment Bonds in the principal amount of \$2,940,000 for surface, underground and utility improvements for (a) Main Street from Mill Street to the Black Hawk - Central City Sanitation District wastewater treatment plant, (b) widening and improvements to the Mill Street Bridge, (c) signalization at Mill Street and State Highway 119 and Main Street, (d) drainage facilities, and (e) various appurtenances. Details concerning this bond issue were provided in the Official Statement supplied to the City Attorney under separate cover. For various reasons, the City and the landowners in the SID determined that a number of the improvements to the Mill Street Bridge and Colorado 119 should be delayed until CDOT's plans for 119 become more clear. As a result, part of the SID 1997-1 project was cancelled and a portion of the bond proceeds were used to retire part of the SID bonds. The SID 1997-1 improvements (other than the ones abandoned) are complete and the refunding bond debt service was paid as expected.

In December, 1998, the BID issued its Special Improvement District No. 1998-1 Special Assessment Bonds in the principal amount of \$3,000,000 to finance public surface, underground and utility improvements for Main Street widening, a trail along Clear Creek and Creek improvements, Richman/Main intersection widening, traffic signalization improvements and street lights, and various appurtenances adjacent to the site of the proposed Black Hawk Brewery and Casino (now Mardi Gras) and KMM Parking, LLC. Details concerning this bond issue were provided in the Official Statement previously supplied to the City Attorney. The improvements are complete and the refunding bond debt service was paid as expected.

In March, 1999, the BID issued its Special Improvement District No. 1997-2 Special Assessment Bonds Series 1999A in the principal amount of \$2,000,000 and Series 1999B in the principal amount of \$4,000,000 for street and drainage improvements to and along portions of Main Street and Richman Street, including the construction and installation of traffic islands, curbs, gutters, landscaping, sidewalks, signalization, lighting and utility extensions, and associated paving and striping; street and drainage improvements to and along portions of Colorado Highway 119, including the construction and installation of curbs, gutters, drainage structures, a retaining wall, guard rails, signalization, lighting and associated paving and striping; and the construction of a bridge, channelization improvements to and a segment of a pedestrian path along North Clear Creek. Details concerning this bond issue were provided in the Official Statement previously supplied to the City Attorney. The improvements are complete and the refunding bond debt service was paid as expected. The IRS has concluded an investigation of the tax-exemption for some of the bonds issued for the project. An agreement between the BID and the IRS concluded the matter and settled outstanding issues. The matter is now closed. Costs arising from the SID have been paid by the SID and landowner under indemnification provisions of the SID petition and associated landowner agreements.

In June, 2001, the BID issued its \$3,000,000 Special Improvement District 1998-2 Special Assessment Bonds for the Richman/119 project (Windsor-Hyatt SID) for various road, drainage, lighting, water, sewer and other public improvements. Work on the improvements is complete and debt service is being paid as expected. The bankruptcy filing previously affecting the property in this SID has not resulted in any interruption of the assessment payments. During

2006, Ameristar, as the current owner of the property in SID 1998-2, requested and received information about the SID and procedures for early retirement of the bonds.

The District obtained voted authority from its electors in November, 1999 for \$4 million for lighting of Colorado 119 and US Highway 6 and \$3 million for alternate access studies and related items. The BID issued its Series 2000-1 General Obligation Bonds in the aggregate principal amount of \$7 million. Work on the project began. With the organization of the Silver Dollar Metropolitan District, the Silver Dollar District acquired the projects from the BID for a payment that, together with unused bond proceeds held by the BID, was sufficient to purchase federal securities to defease the BID's Series 2000-1 General Obligation Bonds. As a result, the Series 2000-1 Bonds are no longer considered to be outstanding debt of the BID. As provided in the escrow documents, the debt service shall be paid as provided in the Official Statement previously supplied to the City Attorney.

November 2000 Election Results

The electors of the BID approved two ballot issues that were on the BID ballot for a mail ballot election in November, 2000. The first question deBruced ad valorem tax revenues generally (with no increase in the mill levy) and protected against the possible negative effects of the failed Tax Cut 2000 initiative. The second question increased the revenue and spending limit of the BID by \$8 million annually which allowed the BID to accept reimbursements by the Silver Dollar Metropolitan District of the BID's costs of the lighting, alternate access, organization of the Silver Dollar District, and general expenses. The BID used this authority to accept amounts received from the Silver Dollar District (plus other funds) to defease the BID's \$7 million General Obligation Bonds, Series 2000-1.

The Board also approved a resolution to place a ballot issue on the November, 2000 ballot to approve SID bonds for the Jackpot Springs public improvements to Colorado 119 and appurtenances, subject to City approval and completion of the necessary documentation; however, this question did not appear on the ballot due to the Jackpot Springs landowner's decision not to include the property into the BID at this time.

Bond Refundings to Produce Savings

Pursuant to the 2004 Operating Plan, the District's General Obligation Bonds, Series 1995 were refunded and defeased in order to reduce interest costs.

Pursuant to the Amended 2005 Operating Plan, the SID 1997-1 Bonds, the SID 1998-1 Bonds, the SID 1997-2 Bonds and the SID 1998-2 Bonds were refunded by issuance of Special Assessment Refunding Bonds Series 2005A, 2005B and 2005C, thereby reducing the total interest payable over the life of the obligations by issuing bonds at a lower net interest cost and lower net effective interest rate. The refunding bonds have been fully paid and so are no longer outstanding.

Proposed Debt and Bonds

Pursuant to the Amended 2003 Operating Plan, issuance of up to \$21,000,000 of special assessment bonds to complete the South Main Extension Project was requested by the newly

created Special Improvement District No. 2003-1 at the November 4, 2003 election; however, on the advice of the landowners in the SID (Isle of Capri, its garage, and Colorado Central Station [now Lady Luck] Casinos), the election question allowed up to \$23,000,000, but the amount over \$21,000,000 may only be used if approved by the City in the future by an amendment to this Operating Plan.

It is not known at this time whether the Richman/119 SID will progress to an additional bond issue (if hotel rooms are provided).

SID 2006-1

Riviera Black Hawk, Inc., as owner of the Riviera Casino, filed a petition with the District requesting the organization of SID 2006-1, with bond authority for up to \$5 million for street, lighting, signalization and bridge improvements for the South Main Street extension and Colorado 119. The BID created the SID and scheduled an election for this SID to be held on November 7, 2006. The City's approval of the Amended 2006 and 2007 Operating Plan and Budget included the ratification of the BID's prior actions on SID 2006-1, the election, and authority to proceed with issuing up to \$5 million of bonds for SID 2006-1 and taking such other actions relating to SID 2006-1 as the BID Board of Directors deems necessary or convenient. This 2016 Operating Plan and Budget continues this authority.

In 2010 SID 1998-1, SID 1997-2, Series A and B and SID 1998-2 were fully defeased. The District's General Obligation Bonds, Series 1995 were paid in 2012 and no other bonds are outstanding.

No other bond issues are authorized at this time.

The draft 2017 budget attached to this Operating Plan as **Exhibit II** shows the debt service fund and expenditures.

Because of the timing of the issuance of the Silver Dollar District's 2001 bond issue that was used to acquire the Highway 119 lighting and alternate access projects from the BID, (the issuance came after December 15), the debt service levy certified for the BID's 2000-1 General Obligation Bonds was unavoidably collected in 2001, but the payments were refunded to the taxpayers as the tax receipts were received by the BID.

Operations

Operations in 2017 are likely to include additional marketing and promotional activities allowed by the BID Act.

Certification of the mill levy shall be made by the Board of the BID on or before December 15, 2016. The exact amount of the operational mill levy will depend upon future decisions about the BID's operational and debt requirements, and is subject to Board approval, but in no event will the operational levy exceed the voter-approved authorization of 4.073 mills.

The draft 2017 budget attached as **Exhibit II** shows the expected mill levy, fees, and expenditures. The budget may be revised following the BID's formal budget hearing in November or December.

DEVICE TAX BOND PROCEEDS

Previously, the City issued approximately \$2,250,000 in device tax bonds to assist in the completion of the Main Street Project. The BID worked to expend as little of the proceeds of these bonds as was reasonably possible while completing a high quality project. The City agreed to use the remaining proceeds for retirement of the device tax bonds.

A number of years ago, the District and the Black Hawk - Central City Sanitation District settled the dispute concerning the financing of the replacement sanitary sewer line in Main Street and the proceeds of the settlement were provided to the City for payment of a part of the device tax bonds issued to support the Main Street Project.

PROCEDURE FOR OBTAINING A CITY APPROVAL OF MODIFICATIONS OF THE OPERATING PLAN

The 1995 Operating Plan for the District included a cumbersome method for the amendment of the Operating Plan. To simplify the procedures, the Section of the 1995 Operating Plan entitled "PROCEDURE FOR OBTAINING A CITY APPROVAL OF MODIFICATIONS OF THE OPERATING PLAN" was superseded and replaced by the 1999 Operating Plan, and that revision was superseded and replaced by a procedure listed in the 1999 Amended and 2000 Operating Plan by making minor revisions as requested by the City. No change is proposed in the current procedure, which is:

- A. In such detail as may be reasonably requested by the City, the District shall set forth a written proposal for the modification of the Operating Plan ("Amendment").
- B. The District shall file the Amendment with the City Manager and the City Attorney.
- C. The City Clerk shall cause to be scheduled, and shall inform the District of, the date, time, and place for a public hearing by the City Council on the Amendment.
- D. The City shall provide posted public notice of the date, time, place and purpose of the public hearing on the Amendment. Such notice may be combined in the notice of any other agenda item that may come before the Council and shall be posted at the time, in the location, and in the manner, as is provided by City ordinance for the posting of notice for regular meetings of the Council. Failure of the notice to specify that a public hearing shall be conducted concerning the Amendment shall not affect the validity of the notice.
- E. The Council shall hold a public hearing on the Amendment in accordance with its regular procedures for public hearings.

F. The Council shall, within 30 days of the conclusion of the public hearing, adopt an ordinance approving, conditionally approving, or disapproving the Amendment as appropriate under the circumstances.

CITY OVERSIGHT OF DISTRICT ACTIVITIES

The District hereby submits the 2017 annual Operating Plan and Budget, including a brief report of District activities for the past year. In addition, the following is submitted:

- (1) District Name: Black Hawk Business Improvement District.
- (2) District Contact Person, address, telephone number, and fax number. (see attached **Exhibit I**).
- (3) Board of Director names, addresses, telephone numbers, fax numbers where applicable. (see attached **Exhibit I**).
- (4) Current Budget. (see attached **Exhibit II**).
- (5) Most recent Audit or Audit Exemption Application. (the District's 2016 audit may be included as a component unit of the City's audit).
- (6) Copy of any filing required by or for the State Securities Commissioner. (none required).
- (7) A list of all intergovernmental agreements of the District. (All intergovernmental agreements are listed above, no other such agreements exist).
- (8) Any alteration or revision to the debt service schedules provided in the operating plan. There are no currently outstanding debts. (A copy of the debt service schedules from the official statements for the refunded bond issues were previously provided to the City. The South Main SID, Creekside SID, Richman SID and Richman/119 SID bond Official Statements were previously provided. For the General Obligation Bonds, Series 2000-1, for lighting and/or the alternate access study, the amortization schedules and documents for those bonds were previously provided to the City.)
- (9) A list of all lease-purchase agreements and a summary of their terms. (none).
- (10) A description of activities performed in the last budget year. (see above).
- (11) An Operating Plan description of activities to be performed in the next budget year (similar to this plan, although shortened) and a Budget for that year. (see above).

CONCLUSION

It is submitted that this Operating Plan and Budget for the Black Hawk Business Improvement District meets the requirements of the Business Improvement District Act. The

Board of Directors respectfully requests City approval of the 2017 Operating Plan and Budget as submitted.

EXHIBIT I

BOARD OF DIRECTORS:

John East, President (w) 303-582-6300
Black Hawk Gaming & Development Company (f) 303-582-6464
PO Box 17432 (c) 303-918-1102
Golden, CO 80402 jeast@bhwk.com
Term: Appt. 9/12/07

Brian Watts, Secretary/Treasurer (w) 303-998-7710
Isle of Capri (c) 720-670-8913
PO Box 777 (f) 303-582-3427
Black Hawk, CO 80422 brian.watts@islecorp.com
Term: Appt. 12/1/10

Edward E. Smith, Assistant Secretary (w) 303-582-3412
PO Box 513 (f) 303-582-3508
Black Hawk, CO 80422 wildcardca@aol.com
Term: Appt. 4/5/2000

John Zimpel, Assistant Secretary (w) 303-371-2500
Z's Casino (f) 303-582-3281
PO Box 49 (c) 303-210-0523
Black Hawk, CO 80422 jz@zscasino.com
Term: Appt. 7/24/13

Brian Cloud, Assistant Secretary (w) 303-582-2700
Canyon Casino & Grand Plateau Casino bcloud@canyoncasino.com
PO Box 30
Black Hawk, CO 80422
Term: Appt. 12/14/11

Shawn Harris, Assistant Secretary (w) 303-582-6101
Saratoga Casino Black Hawk (f) 303-582-6170
101 Main Street (c) 518-605-0264
Black Hawk, CO 80422 sharris@saratogacasinobh.com
Term: Appt. 8/12/15

Northscott Grounsell (w) 303-582-2600
Mardi Gras-Golden Casino Group
PO Box 47 ngrounsell@affinitygaming.com
Black Hawk, CO 80422
Term: Appt. 3/13/13

Sean Demeule (w) 720-946-4-10
Ameristar Casinos, Inc. (c) 318-393-1090
111 Richman Street, P. O. Box 45 sdemeule@pnkmail.com
Black Hawk, CO 80422
Term: Appt. 8/23/16

Craig Pleva
Monarch Black Hawk
444 Main Street
Black Hawk, CO 80422
Term: Appt. 8/28/14

(w) 720-406-3754
(c) 720-219-8136

cpleva@monarchblackhawk.com

DISTRICT MANAGER/CONTACT PERSON

Lynnette Hailey
PO Box 663
Black Hawk, CO 80422

Deliveries:
100 Marchant Street
Black Hawk, CO 80422

303-582-3165
(c) 303-585-1726
lhailey@centurylink.net

EXHIBIT II
2017 Budget

PRELIMINARY BUDGET DOCUMENT
 GENERAL FUND
 FOR THE YEAR ENDED DECEMBER 31, 2017

	ACTUAL 2015	BUDGET 2016	ESTIMATE 2016	BUDGET 2017
BEGINNING FUND BALANCE	299,138	269,234	310,642	105,000
REVENUE:				
PROPERTY TAXES	145,600	333,853	333,853	667,706
REBATE OF DEVICE FEES *	0	210,000	196,800	200,000
CITY MARKETING CONTRIBUTION	0	0	100,000	0
INTEREST	931	500	1,000	500
SPECIFIC OWNERSHIP TAXES	9,762	6,000	12,000	12,000
TOTAL REVENUES	156,293	550,353	643,653	880,206
TOTAL REVENUE AND FUND BALANCE	455,431	819,587	954,295	985,206
EXPENDITURES:				
MARKETING	63,511			
MILES MEDIA (colo vacation guide)			14,943	14,943
DENVER POST			14,135	0
PILGRIM		665,000	680,000	0
MARKETING ADMINISTRATION			0	150,000
MARKETING MEDIA			0	500,000
MARKETING EVENT: JOB FAIR ETC			1,446	0
MEDIA OTHER			4,571	0
EMERGENCY MARKETING			0	30,000
WEBSITE COSTS	22,200	54,000	54,000	54,000
ADMINISTRATIVE				
ACCOUNTING	5,737	8,000	8,000	8,000
AUDITING	4,200	0	4,200	4,200
INSURANCE	3,990	4,000	4,000	4,000
LEGAL	10,985	10,000	10,000	10,000
TREASURERS FEES	2,918	3,000	3,000	3,000
MANAGEMENT	4,000	30,000	30,000	30,000
MISCELLANEOUS	1,726	1,000	1,000	1,006
CONTINGENCY	25,522	25,000	20,000	26,000
TOTAL EXPENDITURES	144,789	800,000	849,295	835,149
ENDING FUND BALANCE	310,642	19,587	105,000	150,057
ASSESSED VALUATION		222,568,654		222,568,654
MILL LEVY		1.5		3
		333,853		667,706

Note: The Bid can levy up 4.073 mills and keep all funds without any Tabor restrictions. Based on the current assessed valuation of 222,568,654 this amounts to total property tax revenue of \$906,522

* rebate depends on the number of devices as of 1-1-16

ADMINISTRATIVE COSTS NOT TO EXCEED 30%

RESOLUTION 66-2016
A RESOLUTION
APPROVING THE
PROPOSAL FROM THE
COLORADO
INTERGOVERNMENTAL
RISK SHARING AGENCY
(CIRSA) FOR 2017
PROPERTY CASUALTY
COVERAGE

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

Resolution No. 66-2016

**TITLE: A RESOLUTION APPROVING THE PROPOSAL FROM THE
COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY
(CIRSA) FOR 2017 PROPERTY CASUALTY COVERAGE**

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

Section 1. The City Council hereby approves the proposal from CIRSA for 2017
Property Casualty in the total amount (after credits) of \$199,139.

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

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Acceptance of the Preliminary 2017 Quote for Renewal for Property Casualty Insurance with Colorado Intergovernmental Risk Sharing Agency (CIRSA), due September 30, 2016.

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

MOTION TO APPROVE Resolution 66-2016, A Resolution Approving the Proposal from the Colorado Intergovernmental Risk Agency (CIRSA) for 2017 Property Casualty Coverage

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

CIRSA presented a preliminary quote of \$205,038 for the annual renewal of the 2017 Property Casualty Insurance. However, the impact of loss experience decreased the quote by \$871 bringing the amount of the 2017 Preliminary Quotation before Credits to \$204,167. The City of Black Hawk actively works to control our losses and this year earned \$5,028 in Loss Control Credits. This credit will be used to bring down the 2017 contribution to \$199,139 which results in a 2.3% increase in 2017 coverage.

- Loss control credits are provided to those members that actively work to control their losses and comply with CIRSA loss control standards. More than \$573,800 has been made available between both Property/Casualty and W/C pools for 2017.
- CIRSA individually experience rates for each member. The effect of Black Hawk’s individual experience is reflected in the “Impact of Loss Experience” category. Black Hawk has been successful at using loss control techniques to control our losses which resulted in a credit of \$5,028 for 2017.

AGENDA DATE: September 14, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: 010-1302-413-5101

DEPARTMENT DIRECTOR APPROVAL: [X]Yes[]No

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

DOCUMENTS ATTACHED: N/A

RECORD: []Yes [X]No

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

SUBMITTED BY:

REVIEWED BY:

Melissa A. Greiner

Jack D. Lewis

Melissa Greiner
City Clerk/Administrative Services Director

Jack D. Lewis
City Manager



RESOLUTION 67-2016
A RESOLUTION
APPROVING THE
AGREEMENT WITH PEH
ARCHITECTS FOR THE
TOTAL BASE
ARCHITECTURAL DESIGN
AND CONSTRUCTION
ADMINISTRATION FOR
THE LIMITED
REHABILITATION OF THE
HISTORIC HOME AND
PROPERTY AT 241 DUBOIS
STREET IN AN AMOUNT
NOT TO EXCEED
\$126,256.00

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 67-2016

TITLE: A RESOLUTION APPROVING THE AGREEMENT WITH PEH ARCHITECTS FOR THE TOTAL BASE ARCHITECTURAL DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE LIMITED REHABILITATION OF THE HISTORIC HOME AND PROPERTY AT 241 DUBOIS STREET IN AN AMOUNT NOT TO EXCEED \$126,256.00

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

Section 1. The City Council hereby approves the agreement with PEH Architects for the total base architectural design and construction administration for the limited rehabilitation of the historic home and property at 241 Dubois Street in an amount not to exceed \$126,256.00 and authorizes the Mayor to execute the same on behalf of the City.

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

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:

Request approval of the total base architectural design and construction administration contract with PEH Architects for the limited rehabilitation of the historic home and property at 241 Dubois Street.

RECOMMENDATION:

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

Based on the proposal received, PEH Architects is the most qualified company to provide these professional services due to their extensive experience working in Black Hawk the past 16 years.

MOTION TO APPROVE *Resolution No. 67-2016 the agreement with PEH Architects for the total base architectural design and construction administration for the limited rehabilitation of the historic home and property at 241 Dubois Street in an amount not to exceed \$126,256.00.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On July 25, 2016, the Community Planning & Development office issued a Request for Proposal to PEH Architects and Anderson Hallas Architects for architectural design and construction administration professional services. Anderson Hallas Architects did not attend the mandatory bid meeting July 28, 2016 or tender a bid by the submittal deadline of August 16, 2016. PEH Architects was the only design professional to respond.

The professional services fee for 241 Dubois is in alignment with previous architectural fees on past projects of this size.

AGENDA DATE: September 14, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: 203-0000-5025800 - \$126,256.00

DEPARTMENT DIRECTOR APPROVAL: Yes No

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

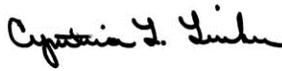
DOCUMENTS ATTACHED: Resolution No. 67-2016, Agreement for Professional Services, Exhibit A – Scope of Services, Exhibit A-1 – Schedule of Charges, Exhibit B – Certificates of Insurance

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:


9/08/16



Cynthia L. Linker
CP&D Administrator

Jack D. Lewis, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **PEH ARCHITECTS** hereinafter referred to as "Contractor").

RECITALS:

A. The City requires **professional services for architectural design and construction administration services for the rehabilitation of 241 Dubois Street** (the Project").

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

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, **architectural design and construction administration** for the Project.

I. SCOPE OF SERVICES

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

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

IV. COMPENSATION

A. Compensation shall not exceed \$126,256 for the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

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

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

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

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

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

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **substantial completion of the project.**

VI. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VII. COMPLIANCE WITH LAW

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

B. **Illegal Aliens.**

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

2. **Prohibited Acts.** Contractor shall not:

a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

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

3. Verification.

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

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

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

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

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

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

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

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

VIII. INDEMNIFICATION

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

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

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

IX. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

X. NON-ASSIGNABILITY

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

XI. TERMINATION

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

XII. VENUE

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

XIII. INDEPENDENT CONTRACTOR

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

XIV. NO WAIVER

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

XV. NOTICE

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

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: **Cynthia Linker, Director of Community Planning & Development**

The Contractor:

Peter E. Heinz, AIA
PEH Architects
1319 Spruce Street, Suite 207
Boulder, CO 80302

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

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

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PEH Architects

By:

Peter Heinz

Its:

OWNER/PRESIDENT

STATE OF COLORADO)

)

) ss.

COUNTY OF Boulder)

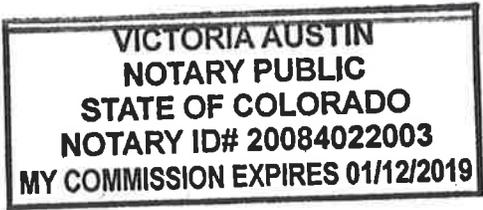
)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 8 day of SEPTEMBER, 2016, by PETER E. HEINZ as the PRESIDENT of PEH ARCHITECTS INC.

My commission expires: 1/12/2019

(S E A L)

V. Austin
Notary Public



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

FROM: _____
PEH Architects

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

Project Name 241 DuBois Street

Bid Number N/A

Project No. 16002

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

Executed this 8 day of SEPTEMBER, 2016

Prospective Contractor PEH ARCHITECTS INC.

By: [Signature]

Title: PRESIDENT

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, N/A, 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, N/A, 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, N/A, am a United States citizen or legal permanent resident.

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

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

OR

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

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

N/A

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 SERVICES

EXHIBIT A

COST PROPOSAL

The following is a fixed fee for each task/phase outlined in the required services of section 2.2 of the Request for Proposal document:

Base Fee Cost Proposal

241 Dubois Street	Fee Per Phase & Team Member								
	Architect Fee	Civil Engineer	Other Consultants				Subtotal	Estimated Reimbursables	TOTAL
			Structural	Mechanical/ Plumbing	Electrical	Interior Design			
Existing Conditions Phase	4,520	-	-	-	-	-	4,520	100	4,620
Conceptual Design Phase	3,900	-	-	-	-	-	3,900	150	4,050
Schematic Design Phase	10,165	-	-	-	-	3,410	13,575	140	13,715
Design Development Phase	12,265	3,641	2,860	2,750	1,870	2,035	25,421	140	25,561
Contract Documents Phase	11,285	1,040	1,870	2,750	1,760	4,950	23,655	240	23,895
General Contractor Bidding Phase & Pre-Construction	7,135	825	330	880	330	1,210	10,710	400	11,110
Construction Phase	18,670	1,095	3,850	1,650	440	-	25,705	844	26,549
Punch List Phase	3,895	1,199	220	990	550	-	6,854	400	7,254
TOTAL	71,835	7,800	9,130	9,020	4,950	11,605	114,340	2,414	116,754
Value Engineering Alternate	1,125	760	980	-	-	-	-	-	-
Weekly Construction Meetings (12 milestone meetings)	8,995	-	-	-	-	-	-	507	126,256
Additional Construction Phase Site Visits	950	510	500	750	800	0	-	-	-

Base Fee & Scope notes:

- 1) No VE (value engineering) anticipated for MP or E.
- 2) Estimated fee for VE is based on limited past VE experiences with the CoBH. Should extensive design and engineering revisions be requested, fee proposals will be provided for review and approval.
- 3) Construction phase - architectural fee includes 20 site visits.
- 4) Weekly construction meetings is an add alternate fee add that includes 12 site visits by the project architect.

Base Fee Cost Proposal Detail

PROJECT FEE ESTIMATE -HOURLY BASIS
8/10/2014

241 Dubois Street
Black Hawk, CO

TASK DESCRIPTION	PEH	Proj. Arch.	Senior CAD	Junior CAD	Ttl. Hrs.	Hourly	Remarks
Rate:	\$145.00	\$125.00	\$90.00	\$75.00		Total	
Task A - Existing Conditions Phase:							
Initial Site Visit walk through	0	0	0	0	0		No Charge
Site visit for As-Built Measurements	0	0	8	8	16		As-Built measurements
As-Built Drafting	0	4	10	24	38		Draft plans, elevations and sections
	0	4	18	32	54		
	\$0	\$500	\$1,620	\$2,400			
SBTTL. Task A - EXISTING CONDITIONS PHASE						\$4,520	
Task B - Conceptual Design Phase:							
Initial meeting and scope development review meeting	0	4	0	0	4		1 review meeting, includes drive time
Scope development	0	4	0	0	4		
Concept sketches	0	12	0	12	24		1/8" scale sketches
City/client review meeting	0	4	0	0	4		1 review meeting, includes drive time
	0	24	0	12	36		
	\$0	\$3,000	\$0	\$900			
SBTTL. Task B - CONCEPTUAL DESIGN PHASE						\$3,900	
Task C - Schematic Design Phase:							
Schematic Design Drawings (30% submission)	6	35	22	22	85		drafted plans
Historic Preservations Committee mtg's	0	0	0	0	0		not included
City/client review meeting	0	6	6	0	12		1 review meeting, includes drive time
City/client review meeting (interior review)	0	0	0	0	0		combo mtg with design review
	6	41	28	22	97		
	\$870	\$5,125	\$2,520	\$1,650			
SBTTL. Task C - SCHEMATIC DESIGN PHASE						\$10,165	
Task D - Design Development Phase:							
Design Development Drawings (60% submission)	1	20	24	28	73		
Review and coordination with consultants	0	8	0	0	8		
Specifications development	1	8	6	6	21		Outline form specifications
exterior rendering	0	1	4	6	11		with roofing and paint samples
City/client review meeting	0	6	6	0	12		1 review meeting, includes drive time
City/client review meeting (interior review)	0	0	0	0	0		combo mtg with design review
	2	43	40	40	125		
	\$290	\$5,375	\$3,600	\$3,000			
SBTTL. Task D - DESIGN DEVELOPMENT						\$12,265	
Task E - Construction DOCUMENTS							
Construction Document Drawings (90% submission)	1	12	22	22	57		
Construction Document Drawings (100% submission)	0	6	6	6	18		
Review and coordination with consultants	0	8	0	0	8		
Specifications development	1	7	4	8	20		
City/client review meeting	0	6	6	0	12		1 review meeting, includes drive time
City/client review meeting (interior review)	0	0	0	0	0		combo mtg with design review
	2	39	38	36	115		
	\$290	\$4,875	\$3,420	\$2,700			
SBTTL. Task E - CONSTRUCTION DOCUMENTS						\$11,285	
Task F - Contractor Bidding Phase and Pre-Construction							
Bid and Permit Drawings (100% submission)	1	6	4	4	15		Stamped for permit
Review and coordination with consultants	1	6	0	0	7		
Specifications finalized	0	4	4	6	14		
Pre-Bid Meeting with Contractors	0	4	0	0	4		1 meeting, includes travel time
Clarifications/addendum to GCs during bidding	2	4	7	0	13		
CONDOC update to include clarification/addendum items	1	4	4	6	15		Yellow dwg sheets - "Issue for Const."
	5	28	19	16	68		
	\$725	\$3,500	\$1,710	\$1,200			
SBTTL. Task F - BIDDING AND PERMIT						\$7,135	
TOTAL ARCHITECTURAL CONDOC SERVICES						\$49,270	
Consultant CONDOC Services (Tasks A, B, C, D, E, F)							
Civil						\$5,506	Includes 1 initial site visit
Structural						\$5,060	Includes 1 initial site visit
Mechanical & Plumbing						\$6,380	No site visits included
Electrical						\$3,960	No site visits included
Interior Design						\$11,605	Includes 3 design mtgs
TOTAL CONSULTANT CONDOC SERVICES (TASKS A, B, C, D, E, F)						\$32,511	

Base Fee Cost Proposal Detail (continued)

BREAK GROUND						
Task G - Construction Administration:						
Pre-construction OAC mtg.	0	0	0	0	0	Not included - not requested
Shop drawing & product reviews	2	16	8	20	46	
Site observations - every other week	8	72	0	0	80	4 hr visit includes travel. 20 visits
Field Reports	0	20	0	20	40	
Clarifications/SK dwgs to GC if req'd	0	0	0	0	0	To be hourly if requested
	10	108	8	40	166	
	\$1,450	\$13,500	\$720	\$3,000		
TOTAL Task G - CONSTRUCTION ADMINISTRATION					\$18,670	
Task H - Punch List Phase:						
Final Punch List	0	8	0	4	12	4 hr visit includes travel. 2 visits
Close Out Punch walk	0	8	0	4	12	4 hr visit includes travel. 2 visits
Record Drawings	1	2	0	12	15	based on GC redlines
	1	18	0	20	39	
	\$145	\$2,250	\$0	\$1,500		
TOTAL Task H - PUNCH LIST PHASE					\$3,895	
Consultant Construction Administration Services (Tasks G, H)						
Civil					\$2,294	Includes 3 Site visits
Structural					\$4,070	Includes 6 site visits
Mechanical & Plumbing					\$2,640	Includes 2 Site visits
Electrical					\$990	Includes 2 Site visits
Interior Design					\$0	
TOTAL CONSULTANT CONST. ADMIN. SERVICES					\$9,994	
Reimbursable allowance					\$1,155	Plots, prints, USPS
Mileage allowance					\$1,259	31 Trips of 70 miles at \$0.58 per mile
TOTAL REIMBURSABLE ALLOWANCE					\$2,414	

PEH ARCHITECTS

1319 Spruce Street Suite 207
Boulder, Colorado 80302
303-442-0408

MEMORANDUM

Date: August 4, 2016

REVISED 8/29/2016

To: Scott McClelland, NV5
Cynthia Linker, City of Black Hawk

DRAFT

From: Peter E. Heinz, AIA
Nathan Pillatzke, AIA

Re: Derek and Dawn Blake – 241 Dubois Street - Scope of Work

Initial Site Review Meeting 7/28/2016.

Priority of Work needed:

Foundation

1. Rehabilitate and reinforce exposed existing stone foundation where currently visible at south and west facades. Frost protect stone foundation.
2. Expose stone wall foundation/retaining wall at N/NW. Rehabilitate and reinforce existing stone, while also ensuring frost protection.
3. Install new concrete frost-protected foundation at concealed portions of house.
4. Excavate an 18" deep crawl space as allowable. *Anticipated to maintain slab on grade floors at north.* Condition or ventilate crawl space as allowable and provide vapor barrier.
5. *Replace CMU retaining wall at rear of first floor.*

Floor System

6. Sister/replace damaged floor joists, replace subfloor and reuse historic floor joists where feasible.
7. Insulate between joists or at foundation wall as allowable.
8. Level sloping floors to within reasonable tolerances.

Roof System

9. Sister/replace damaged roof rafters.
10. Replace roof and ceiling insulation.
11. Vault interior ceilings where feasible.
12. Replace existing roofing and install roof sheathing over historic planking.
13. *Restore roof framing to a shed roof over eastern first floor.*
14. Install new gutters and downspouts at eaves. Drain to splash block or leader.

Walls

15. Sister/replace damaged wall studs determined to be rotted. Plumb leaning walls.
16. Fill stud cavity of exterior walls with insulation.

Site

17. Replace site access stairs from street.
18. Replace wood guardrail at retaining wall with ornamental metal guardrail.
19. Repoint stone retaining wall at street.
20. Rebuild stone retaining wall within carriage house.
21. Replace perimeter wire fencing at west and north property lines. Install gate.
22. Replace concrete walks at perimeter of house.
23. Install hard surface drainage at rear of house.

24. Outhouse – *Paint to match house*. No structural improvements.
25. Play house – no work proposed
26. *Grind out tree stump south of porch.*

Exterior Finishes

27. Replace wood siding & trim with new to match existing profile, masonry look including quoining at corners.
28. New three color paint scheme for siding and trim.
29. Replace all non-historic exterior doors with period style wood doors.
30. Restore 2 historic wood exterior doors. Refurbish functional hardware.
31. Enlarge southeast entry door to be 36" wide.
32. Install storm doors at all exterior doors.
33. Replace windows with period style aluminum clad wood windows.

Interior Finishes

34. Design new interior plan. Owner's targeted preference is for 4 BR & 3 bath.
35. Design new interior stair.
36. Replace kitchen cabinetry and countertops. Design new plan.
37. Replace interior wall and ceiling finishes with gypsum board.
38. Replace interior trim throughout with period style wood trim (*stained*).
39. Replace floor finishes throughout with tile, wood or carpet.
40. Replace interior doors with period style wood doors (*stained*).

MP&E

41. Install multi-zone hydronic baseboard heat system. Combo domestic water & heating boiler.
42. Replace plumbing and plumbing fixtures throughout.
43. Replace electrical wiring and fixtures. Relocate electric meter to house.
44. Install whole house surge protection.
45. Replace gas service from house to main.
46. Replace gas plumbing throughout.
47. Reuse existing underground conduits for electric, telephone and cable.
48. Replace sewer service from house to ROW (maintain ex. tap). *Relocate 10 ft. min. from existing water service.*
49. Replace water service from house to *curbstop*.
50. Install gas stub at side yard for exterior bbq grill.
51. Install radon exhaust system.

Carriage house (carport)

52. *Stabilize wood structure by reinforcing framing connections and sistering framing. Scope will not include excavation or full code structural loading.*
53. Paint siding and trim to match house color scheme. Existing siding to remain.
54. Replace sheathing, underlayment, flashing and shingles to match house.

Wood/stone shed

55. Stabilize wood structure by reinforcing framing connections and sistering framing. Scope will not include excavation or full code compliant structural loading.
56. Paint siding and trim to match house color scheme. Existing siding to remain.
57. Replace sheathing, underlayment, flashing and shingles to match house.
58. ~~Install new wood window at missing window location.~~

Non-Historic Scope of Work

Second floor, all area north of the north edge of stairs.

59. Use existing structural form. Provide equal level of improvements as noted above.
60. *Design new roof form over the NE low ceiling area to create habitable ceiling height.*
61. Design new floor plan. Coordinate with "Interior Finishes" above.

EXHIBIT A-1
Schedule of Charges

EXHIBIT A-1

HOURLY RATES

Hourly billing within the contract and any additional services will be as follows:

	Hourly Rate:
Architect	
Principal:	\$ 145.00
Project Architect:	125.00
Senior CAD drafterperson:	90.00
Junior CAD drafterperson:	75.00
Civil Engineer	
Principal:	185.00
Project Engineer:	125.00
CAD Drafterperson:	90.00
Structural Engineer	
Principal:	125.00
CAD drafterperson:	75.00
Mechanical and Plumbing Engineer	
Principal:	135.00
Designer:	90.00
CAD drafterperson:	70.00
Electrical Engineer	
Principal:	150.00
Project Engineer:	125.00
CAD drafterperson:	65.00
Interior designer	
Principal:	150.00

Reimbursable expenses, billed at market rate plus 10%, shall include CAD plotting, blueprinting, photocopying, delivery, postage, photography and client authorized travel. In house costs for these expenses are as follows:

Mileage (Current IRS rates)	\$0.58 per mile
Faxes / e-mails	no charge
Large format Copies (B&W / Color)	\$8.00 Sheet
Standard and 11x17 Copies (B&W / Color)	\$0.10 Sheet

ADDITIONAL SERVICES

In alignment with standard practices for residential projects, the following services are not provided within the proposal. Any of these services can be provided as an additional service.

- CSI 3 part "commercial" specifications, outlining execution and installation requirements.
- Separate interior finishes review meetings. The three interior design review meetings will occur on the same day as the SD, DD and CD design review meetings.
- FEMA submittals are not expected to be needed and are not included in this scope of work.
- Profile drawings of utility services.
- Existing conditions memo written narrative describing the property's existing conditions.
- Significant design changes following any milestone of approval.

EXHIBIT B
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2016PRODUCER
Pinnacol Assurance
7501 E Lowry Blvd
Denver, CO 80230-7006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

RECEIVED

JAN 08 2016

City of Black Hawk
Clerk's OfficeINSURED
Peh Architects Inc
1319 Spruce Street #207
Boulder, CO 80302**INSURERS AFFORDING COVERAGE****NAIC#**INSURER A Pinnacol Assurance
INSURER B
INSURER C
INSURER D
INSURER E

41190

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIERS PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS _____ GARAGE LIABILITY ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea Accidents) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG EACH OCCURRENCE AGGREGATE
A		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below OTHER	2097982	12/01/2015	12/01/2016	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER1667454
City of Black Hawk
PO Box 68
Black Hawk, CO 80422**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO NOTIFY 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO NOTIFY SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVEPriscilla Madero
Underwriter

ACORD CORPORATION 1988

ACORD 25(2001/08)

RESOLUTION 68-2016
A RESOLUTION
AWARDING THE BID AND
APPROVING THE
CONTRACT BETWEEN
THE CITY OF BLACK
HAWK AND PLM
ASPHALT AND
CONCRETE, INC. FOR THE
GREGORY STREET
PARKING LOT IN
CENTRAL CITY IN AN
AMOUNT NOT TO
EXCEED \$43,886.45

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 68-2016

TITLE: A RESOLUTION AWARDING THE BID AND APPROVING THE CONTRACT BETWEEN THE CITY OF BLACK HAWK AND PLM ASPHALT AND CONCRETE, INC. FOR THE GREGORY STREET PARKING LOT IN CENTRAL CITY IN AN AMOUNT NOT TO EXCEED \$43,886.45

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

Section 1. The City Council hereby awards the bid and approves the Agreement between the City of Black Hawk and PLM Asphalt and Concrete, Inc. for the Gregory Street Parking Lot in Central City in an amount not to exceed \$43,886.45, and authorizes the Mayor to execute the same on behalf of the City.

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

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk



CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 68-2016, a Resolution awarding the bid and authorizing the Mayor to execute a contract for concrete and asphalt work related to the Gregory Street Parking Lot at the old clinic site.

RECOMMENDATION:

If City Council chooses to approve Resolution 68-2016, the recommended motion is as follows: “Approve Resolution 68-2016, a Resolution awarding the bid and approving the contract between the City of Black Hawk and PLM Asphalt and Concrete, Inc. for the Gregory Street Parking Lot in Central City in an amount not to exceed \$43,886.45”.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

To be able to use the parking lot site for its proposed use and comply with the conditions of the Special Review Use permit from Central City, we need to complete paving and curb and gutter improvements that were submitted for the permit. Contractor will be responsible for subgrade and paving of the upper section, construction of the sidewalk, curb/gutter, signage and striping installation. Four responsible contractors were invited to submit bids and two contractors submitted bids, as shown on the attached Bid Recording Sheet. Staff has determined PLM to be the lowest responsible bidder. Therefore staff recommends award.

FUNDING SOURCE: Gregory Street Redevelopment: 305-3101-431-75-14

ORIGINATED BY: Michael Schaller

STAFF PERSON RESPONSIBLE: Michael Schaller/Thomas Isbester

PROJECT COMPLETION DATE: TBD-Oct 31st hopefully

DOCUMENTS ATTACHED: Bid Recording Sheet

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

SUBMITTED BY:

REVIEWED BY:

Thomas Isbester, Public Works Director

Jack D. Lewis, City Manager

Bid Recording Sheet

Owner: City of Black Hawk Date/Time: August 30, 2016 @3:00pm

Project: 2016 Gregory Parking Lot Bid

Contractor	Bid Bond	Addendum	Base Bid
PLM Asphalt & Concrete, Inc	N/A		43,886.45
Andraas Construction LLC	N/A		46,082.00

RESOLUTION 69-2016
A RESOLUTION
AWARDING THE
PROFESSIONAL
SERVICES AGREEMENT
FOR THE HIDDEN
TREASURE TRAILHEAD
FINAL DESIGN WITH
STOLFUS AND
ASSOCIATES, INC. IN AN
AMOUNT NOT TO
EXCEED \$150,515.00

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 69-2016

TITLE: A RESOLUTION AWARDING THE PROFESSIONAL SERVICES AGREEMENT FOR THE HIDDEN TREASURE TRAILHEAD FINAL DESIGN WITH STOLFUS AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$150,515.

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

Section 1. The City Council hereby awards the Professional Services Agreement for the Hidden Treasure Trailhead Final Design with Stolfus and Associates, Inc. in an amount not to exceed \$150,515, and authorizes the Mayor to execute the same on behalf of the City.

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

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk



CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 69-2016, a Resolution awarding the professional services agreement and authorizing the Mayor to execute the same for the Hidden Treasure Trailhead final design.

RECOMMENDATION: If City Council chooses to approve Resolution 69-2016, the recommended motion is as follows: "Approve Resolution 69-2016, a Resolution awarding the professional services agreement for the Hidden Treasure Trailhead final design with Stolfus and Associates, Inc. in an amount not to exceed \$150,515.00".

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The concepts surrounding the trailhead, parking lot and bridge are coming together. The parking site has had additional fill installed. We are at the point where we can complete the final design for the trailhead, parking area and connecting bridge over 119 & north Clear Creek. The work will include bridge design, parking lot retaining wall design, and include coordination with CDOT for the access permit and bridge crossing. This work will result in final construction plans for bidding the work.

FUNDING SOURCE: 305-3101-431-7515 Maryland Mountain Improvements

WORKSHOP DATE: September 14, 2016

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: same

PROJECT COMPLETION DATE: April 2017

DOCUMENTS ATTACHED: Scope of services

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

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Jack Lewis, City Manager

**City of Black Hawk
Hidden Treasure Trailhead
Final Design & PS&E
August 29, 2016**

Introduction

Stolfus & Associates, Inc. (Stolfus) developed a preliminary level design for the Hidden Treasure trailhead at Maryland Mountain for the City of Black Hawk. The City has identified a need to complete final design for the improvements and prepare Contract documents for advertisement and construction. Improvements include a pedestrian/cyclist bridge crossing over SH 119 and Clear Creek to connect the tramway trail with an improved parking area and trailhead on the east side of SH 119. The following identifies the general scope of work necessary to:

- Provide geotechnical recommendations for the bridge and associated walls and/or slopes
- Finalize bridge design and wall designs
- Finalize parking lot and access designs
- Initiate coordination with CDOT including access permitting, special use permitting and Notice to Proceed documentation
- Prepare final design plans for construction

Scope of Services

Work Element 1: Project Administration & Management

Stolfus will review and process invoices and provide other project administration/ management services (coordination and product review) throughout the duration of the project. Stolfus will be responsible for day-to-day management and coordination of the work elements.

Work Element 2 - Initial Project Meeting

Immediately after receipt of notice to proceed, Stolfus & Associates, Inc. will hold a kickoff meeting with City staff. This work element will confirm the scope of work, project schedule, and provide an opportunity to confirm design-related issues and requirements. Stolfus & Associates, Inc. will be responsible for scheduling the meeting, preparing meeting exhibits, and participating in the meeting.

Meeting notes will be generated and distributed to the meeting attendees by Stolfus & Associates, Inc. It is assumed that the project kick-off meeting will be held at the City offices.

Work Element 3: Geotechnical Recommendations & Design

Yeh & Associates will supplement the geotechnical scope of work from the preliminary design contract with work elements described below. The geotechnical investigations from the preliminary design contract will be conducted and billed to the previous contract and are not included in this scope and fee.

Yeh & Associates will prepare a geotechnical report and project plans and specifications that include the following:

- Single GRS bridge abutment design plans and specifications
- Soil nail wall design plans and specifications
- MSE wingwall design plans and specifications

Work Element 4: Final Trail and Parking Design

Stolfus & Associates, Inc. will use the preliminary design plans developed and an updated topographic survey conducted by CCS under separate contract with the City that incorporates the recent fill placed at the project site as a basis for final design.

Final design plan development will be based on site conditions, AASHTO guidance, CDOT standards, ADA and ABA Accessibility standards for trails and engineering judgment. The trail alignments will be adjusted to accommodate a future right turn lane and left turn lane on SH 119 and to utilize the entire area defined by the new fill. The slope defined in the preliminary plans between the parking lot and SH 119 will be changed to a single vertical wall with a gravity reddy-rock system similar to the Peaks to Plains project. Trail horizontal and vertical alignments, as well as bridge length will be refined and confirmed based on the changes described. Associated wall alignments will be finalized. In addition, alignments for the SH 119 access point and parking lot will be prepared. Based on previous conversations with CDOT, no auxiliary lanes will be designed on SH 119.

Design models will be prepared using Inroads. An improved gravel parking lot area that accommodates 30 parking spaces will be defined. Grading for future parking will be defined and vegetated outside the improved parking lot. Based on input from Michael Baker, a ditch to convey flow to the inlet located just south of the parking area will be modeled, taking into account future widening on SH 119. It is assumed that minor drainage improvements such as ditch grading and culvert crossings may be necessary. It is assumed that no water quality design will be necessary.

A trailhead will be defined with a vault toilet. It is assumed that the trailhead will be concrete. Materials and amenities at the trailhead will be specified based on City input. A light and a water pump will be included at the trailhead. It is assumed that the plans will call-out a power source, conduit, and light as specified by the City. No lighting design or analysis will be completed. In addition, it is assumed that the plans will call-out a tap location, waterline, and pump location as specified by the City. No waterline design is included in the scope of work. Landscaping plans will be limited to native seeding and boulder placement. Trees and/or other plant material will not be included in the landscaping plans. Stolfus will coordinate with the City's landscape architect to confirm aesthetic components at the trailhead.

A stormwater management plan will be prepared in accordance with CDOT standards and specifications. Construction phasing and traffic control plans are not included in this scope of work. However, quantities for construction traffic control will be estimated and tabulated in the plans. Signing and striping is not anticipated and excluded from the scope of work.

Work Element 5: Structural Design

For this project, Michael Baker will provide technical guidance and structural design for the proposed pedestrian bridge crossing over SH119 and North Clear Creek, and associated retaining

walls. The following summary defines the anticipated tasks to be performed by Michael Baker during this phase of the work:

- Michael Baker will coordinate with Stolfus and Yeh to revise and finalize alternative parking lot and retaining wall configurations at the east side of the project.
- Michael Baker will prepare final design calculations and plans for the pedestrian bridge and two retaining walls in conjunction with Yeh. Design and plans will be prepared in accordance with CDOT requirements.
- Michael Baker will prepare construction specification and a cost estimate for the pedestrian bridge and two retaining walls in conjunction with Yeh. Specifications will be based upon the CDOT Standard Specifications for Construction.
- Michael Baker will perform an independent design and review of the construction documents in accordance with CDOT requirements. It is assumed that there will be two submittals (90% and 100%), with one client review for each submittal.
- It is assumed that the pedestrian bridge will be a single-span, prefabricated bow-string style bridge designed and delivered by a fabricator. Michael Baker will be responsible for coordination of the superstructure and design of the abutment, foundation, and connections to the superstructure. Abutment 1 is assumed to be a spread footing founded on rock while abutment 2 is assumed to be a GRS foundation system support by a retaining wall.
- Michael Baker will assess the existing local drainage system in the vicinity of the pedestrian bridge and will design modifications to the drainage system (as necessary) to accommodate the pedestrian bridge. It is assumed that the existing outfall location immediately south of the proposed pedestrian bridge (approximately mile post 8) will be utilized to convey runoff to North Clear Creek.
- It is assumed that retaining wall 1 will be a combination, exposed rock and soil-nail wall system. It is assumed that retaining wall 2 will be a gravity redi-rock type system.
- It is assumed that the aesthetic details will be limited to the fascia (i.e. paint, formliner, veneer)

Work Element 6: Floodplain Analysis

Michael Baker will provide a floodplain analysis comparing both existing and proposed conditions and provide recommendations/guidance on any future actions that must be taken in order to obtain appropriate clearance for construction, if necessary. The following summary defines the anticipated tasks to be performed by Michael Baker during this phase of the work:

- Michael Baker will prepare an existing conditions hydraulic model for North Clear Creek from the Limit of Detailed Study line shown on the effective Flood Insurance Rate Map (FIRM) for the City of Black Hawk to approximately 1,100 feet upstream. The existing conditions model will analyze the 10-, 50-, 100- and 500-yr events utilizing discharges published in the Flood Insurance Study (FIS) for the City of Blackhawk. The model will be developed utilizing the 2013 (post-flood) LiDAR data, supplemented with survey collected for this project.
- Michael Baker will produce floodplain mapping for the 100-yr event from the existing conditions model. We will make a comparison of the floodplain shown on the effective FIRM with the existing conditions model floodplain.

- Michael Baker will prepare a proposed conditions hydraulic model for North Clear Creek by modifying the existing conditions model to reflect the proposed changes. We will document all the impacts the proposed project has on the model for the 10-, 50-, 100-, and 500-year events and the floodplain mapping for the 100-yr event.
- Michael Baker will prepare a memorandum summarizing the results of the analysis and defining a path forward for dealing with floodplain issues. The memorandum will discuss the impact of past projects (ex. filling in the floodplain) along with the impact of the proposed project and what needs to be done outside of this scope of work (ex. CLOMR, LOMR, No-Rise) to ensure the City is in compliance with their regulations and the regulations of the National Flood Insurance Program. Any actions to be taken from the memorandum will be outside the limits of this scope of work and will require a future contract modification.

Work Element 7: Final Design

Plans depicting the project designs will be prepared at a 90% level based on the preliminary design and comments received from the City of Black Hawk. Stolfus will provide .pdf versions of plans for City review. Technical specifications based on CDOT Standard Specifications for Construction will be prepared. Preparation of the Contract Documents and General Conditions is not included in this scope of work. It is assumed that the City will provide these documents to be incorporated with the technical specifications.

Stolfus and Associates will provide a QA/QC review of the project prior to submittal. Our review efforts will confirm appropriateness of methodologies used, accuracy of documents, reasonableness of conclusions, document completeness, and overall clarity.

Final plans shall include the following sheets (as appropriate):

- Title Sheet
- Standard Plans List
- General Notes
- Typical Sections
- Summary of Approximate Quantities
- Tabulations
- Geometric Control Plan
- Removal Plans
- Trail Plan & Profile
- Parking Lot Plan
- SH 119 Access Plan
- Trailhead Plan
- Drainage and Utility Plan
- Bridge Plans
- Retaining Wall Plans
- Stormwater Management Plan

Opinions of Probable Cost

An engineer's opinion of probable construction cost for the proposed improvements will be prepared. CDOT and City historical data will be used to determine unit costs. Unit costs will be

based on bid prices from projects of similar scope with similar locations and professional judgment. Opinions of probable cost developed are not intended to be used as a guaranteed maximum price but instead for planning and comparison purposes.

Stolfus & Associates, Inc. will schedule and attend a final review meeting with the City to discuss final design submittal comments. The design review meeting will be held in Black Hawk.

PS&E Plan Package

The final design will incorporate comments from the City and CDOT and consist of the design on CDOT standard plan sheets, original specifications, bid tabulation sheets, and a final engineer's opinion of probable construction costs. The PS&E plan package will be submitted to the City in electronic (PDF and Microstation) format for the City to reproduce.

Work Element 8: Bid Assistance

Stolfus and Michael Baker will support the City with Advertisement by attending the pre-bid meeting and responding to questions during the bid process. Construction engineering, administration and observation are not included in this scope of services.

Work Element 9: CDOT Coordination

Stolfus will provide CDOT permitting assistance for access to SH 119 and crossing SH 119 ROW with the bridge structure. The traffic memo Stolfus & Associates prepared through a separate contract, will be reviewed and revised as necessary based on current plans for the parking lot. Stolfus will prepare and submit a CDOT access permit application in order to obtain an access permit for the project. Following receipt of an Access Permit, Stolfus & Associates will prepare and submit construction documents for improvements within the CDOT right-of-way in order to obtain a Notice to Proceed. As part of that submittal, a special use permit will be prepared for the bridge crossing over SH 119. This scope of services assumes one re-submittal of the Notice to Proceed construction documents for minor revisions.

Stolfus & Associates will coordinate with CDOT Staff on permit and Notice to Proceed comments. For budgeting purposes, we have assumed three meetings with CDOT.

Work Element 10: Project Meetings

Stolfus & Associates, Inc. will work with the City of Black Hawk staff to review and develop project designs. Two progress meetings will be held in Black Hawk to discuss progress and review design elements. We will provide one City Council packet in summary form for presentation to Council by City staff, as requested.

Exclusions

As a result of our review of the requirements for this project, various items are excluded from this scope of services. These items include:

- Survey
- Right-of-way plans and acquisition
- Utility design
- Water quality analysis and/or design

- Lighting design
- Construction phasing and traffic control plans
- Signing and striping plans
- Erosion control plans
- Landscaping beyond native seeding and boulder placement
- Environmental investigations, clearances, and permits
- CLOMR/LOMR/No-Rise
- General Conditions
- Construction observation, contract management and inspection
- Potholing of existing utilities (if necessary)
- Printing and reproduction of all plans and specifications for bid and/or construction purposes

SCHEDULE AND FEE

Based on our current workload, work on this project can begin immediately upon notice to proceed and will be completed within 6 months exclusive of agency review time. We will complete this Scope of Work at our Standard Hourly Rates for a not to exceed fee of \$150,515.

End of Scope