RINGING OF THE BELL:

1. CALL TO ORDER:

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

3. AGENDA CHANGES:

4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)

5. PUBLIC COMMENT: Please limit comments to 5 minutes

6. APPROVAL OF MINUTES: November 13, 2019

7. PUBLIC HEARINGS:
   A. CB27, An Ordinance Adopting the City of Black Hawk 2020 Pay Plan
   B. CB28, A Bill for an Ordinance Amending Article XVIII of Chapter 6 of the Black Hawk Municipal Code Regarding Retail Marijuana Establishments
   C. CB29, A Bill for an Ordinance Amending Section 11-2 of the Black Hawk Municipal Code to Clarify Responsibility for Sidewalk Maintenance
   D. CB30, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk and Timberline Fire Protection District for the Completion of Fire Inspections, Plan Review, and Life Safety System Testing by the Black Hawk Fire Department’s Fire Inspector within the Jurisdictional Boundaries of the Timberline Fire Protection District
   E. CB31, An Ordinance Approving the Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the Authority’s Ambulances
   F. CB32, An Ordinance Approving the Police Recruit Training Agreement Between the City of Black Hawk and the City of Lakewood

8. ACTION ITEMS:
   A. CB24, An Ordinance Levying General Property Taxes for the Year 2019 to Help Defray the Costs of Government for the City of Black Hawk, Colorado for the 2020 Budget Year
   B. Resolution 78-2019, A Resolution Approving the Fourth Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2020 Between MV Transportation, Inc. and the City of Black Hawk
   C. Resolution 79-2019, A Resolution Approving the Eighth Addendum to Personal Services Agreement with 5280 Strategies, LLC
   D. Resolution 80-2019, A Resolution Adopting the 2020 City Council Regular Meeting Schedule
   E. Resolution 81-2019, A Resolution Adopting the 2020 Holiday Schedule
F. Resolution 82-2019, A Resolution Approving the 2020 Contract with Pinnacol Assurance for Workers’ Compensation Insurance

G. Resolution 83-2019, A Resolution Approving the Second Addendum to Personal Services Agreement with M & C Communications, LLC

H. Resolution 84-2019, A Resolution Approving Amendment No. 3 to the Construction Manager/General Contractor Agreement Executed on February 27, 2019 Between the City of Black Hawk and Roche Constructors, Inc., Increasing the Guaranteed Maximum Price (GMP) by $535,800 for the Purpose of Rehabilitating the Exterior of the Historic Church Building at 331 Gregory Street

9. CITY MANAGER REPORTS: Annual Bonus Approval

10. CITY ATTORNEY:

11. EXECUTIVE SESSION:

12. ADJOURNMENT:
New Communication Officers Rebecka Allen and Amy Flynt rang the bell to open the meeting.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, November 13, 2019, 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 Cole, Fire Chief Woolley, Police Chief Lloyd, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Senior Civil Engineer Reed, Community Planning & Development Director Linker, Baseline Engineering Consultants Harris, Watel and Nieske, and Deputy City Clerk Martin.

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

3. AGENDA CHANGES: Deputy City Clerk Martin confirmed there were no changes to the agenda.

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

City Attorney Hoffmann asked the audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. The audience had no objections.
5. INTRODUCTION OF NEW EMPLOYEES: Rebecka Allen, Communications Officer
Amy Flynt, Communications Officer

Police Chief Lloyd introduced new Communication Officers Rebecka Allen and Amy Flynt. Rebecka had graduated from Gilpin High School, and Amy Flynt had worked at Gilpin County Human Services. Both are Gilpin residents and were warmly welcomed by the Council.

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

7. APPROVAL OF MINUTES: October 23, 2019

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

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

8. PUBLIC HEARINGS:

A. 2020 Budget Adoption

I. Resolution 75-2019, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the City of Black Hawk, Colorado, for the Calendar Year Beginning on the First Day of January 2020 and Ending on the Last Day of December 2020, and Appropriating Sums of Money to Various Funds and Spending Agencies in the Amount, and for the Purposes Set Forth Within the Attached 2020 Budget

II. CB24, An Ordinance Levying General Property Taxes for the Year 2019 to Help Defray the Costs of Government for the City of Black Hawk, Colorado for the 2020 Budget Year

Mayor Spellman read the titles and opened the public hearings.

Finance Director Hillis introduced the budget item and said there was only one change from what was discussed at the work session, the removal of $200,000 from the Council budget for the device tax rebate. Mayor Spellman said they zeroed out the line item for bus service since the casinos are not going to pursue bus service and will continue to use the current carriers.
City Attorney Hoffmann recommended a continuance of CB24 until December 11, 2019, as the County prefers for Black Hawk to wait for final assessed values related to property taxes before approval.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 75-2019, a Resolution summarizing expenditures and revenues for each fund and adopting a Budget for the City of Black Hawk, Colorado, for the calendar year beginning on the first day of January 2020 and ending on the last day of December 2020, and appropriating sums of money to various funds and spending agencies in the amount, and for the purposes set forth within the attached 2020 Budget and on CB24, an Ordinance levying general property taxes for the year 2019 to help defray the costs of government for the City of Black Hawk, Colorado for the 2020 budget year open and invited anyone wanting to address the Board either “for” or “against” the proposed resolution and/or ordinance to come forward.

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

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve Resolution 75-2019, a Resolution summarizing expenditures and revenues for each fund and adopting a Budget for the City of Black Hawk, Colorado, for the calendar year beginning on the first day of January 2020 and ending on the last day of December 2020, and appropriating sums of money to various funds and spending agencies in the amount, and for the purposes set forth within the attached 2020 Budget.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

MOTION TO CONTINUE

Alderman Johnson MOVED and was SECONDED by Alderman Moates to continue until December 11, 2019 CB24, an Ordinance levying general property taxes for the year 2019 to help defray the costs of government for the City of Black Hawk, Colorado for the 2020 budget year.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.


Mayor Spellman read the title and opened the public hearing.

Ethan Watel, Senior Planner at Baseline Engineering, introduced this item and went through a brief presentation. He said the main changes were to remove references to the old Certificate of Appropriateness (COA) process and update with the new Certificate of Architectural
Compatibility (COAC) process, as well as additions of “small temporary signs” allowed without a permit in both residential and non-residential districts, the addition of temporary sign regulations in the History Appreciation Recreation Destination (HARD) District, and the creation of a Hard District Sign Committee made up of the City Manager, Community Planning and Development Director, and a City Manager designee to review applications and determine if they go before Council for approval or if they can be approved administratively. He said they plan to come back before Council in the future with a robust permanent sign program for the HARD District. Staff recommends approval.

City Attorney Hoffmann added that the City cannot regulate the content on a sign and that during an election season, one can have more signs subject to square footage.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB23, an Ordinance repealing and reenacting Chapter 15 of the Black Hawk Municipal Code entitled the Black Hawk Sign Code open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Johnson MOVED and was SECONDED by Alderman Torres to approve CB23, an Ordinance repealing and reenacting Chapter 15 of the Black Hawk Municipal Code entitled the Black Hawk Sign Code.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

C. CB25, An Ordinance Appointing a Director to the Board of the Black Hawk Business Improvement District

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann called to mind the formation documents of the Business Improvement District (BID), which requires City Council to appoint the Board of Directors. He said the BID has a vacancy and they have recommended Dodd Hanneman, of Z Casino, to fill that vacancy.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB25, an Ordinance appointing a Director to the Board of the Black Hawk Business Improvement District open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.
No one came forward to speak, and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Armbright to approve CB25, an Ordinance appointing a Director to the Board of the Black Hawk Business Improvement District.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

D. CB26, An Ordinance Approving the FTA Section 5311 Operating Grant Agreement Between the Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk dba Black Hawk and Central City Tramway for 2020 in an Amount Not to Exceed $112,890.00

Mayor Spellman read the title and opened the public hearing.

Public Works Director Isbester commended Amy Ostrander, one of the City’s consultants, on her successful award of this Grant for another year. He said this Grant helps to offset some of the operating costs for the shuttle service.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB26, an Ordinance approving the FTA Section 5311 Operating Grant Agreement between the Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk dba Black Hawk and Central City Tramway for 2020 in an amount not to exceed $112,890.00 open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Midcap to approve CB26, an Ordinance approving the FTA Section 5311 Operating Grant Agreement between the Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk dba Black Hawk and Central City Tramway for 2020 in an amount not to exceed $112,890.00.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.


Mayor Spellman combined these items together, read the titles, and opened the public hearings.

Melanie Nieske, Planner at Baseline Engineering, went through her presentation of both sign plan applications. She said the Canyon Casino application is requesting the addition of 49 square feet of the allowed 172.8 square feet of sign area, and the Dakota application requests the addition of 32 square feet of their allowed 172.8 square feet of sign area. All the details were provided in Council’s packet, and staff recommends approval of both applications.

Mayor Spellman had asked to go back to one of the sculpted shotcrete slides to discuss it’s progress. Vince Harris, Planning Director at Baseline Engineering, said he had just been out to visit the site and is in the middle of writing up an inspection report on his findings. He, too, has noticed a coating or efflorescence of white remaining on the walls from water pushing through and believes there is an issue with the system for drainage behind the wall, as it is not functioning as it should be. He said he plans to suggest a maintenance program and to ask the owners to evaluate why it is happening. Mayor Spellman was concerned about the freeze/thaw cycle and potential for pieces of the wall popping off to expose the old original shotcrete. JJ Garcia, General Manager for the Lodge, was in the audience and acknowledged the issue and will communicate it back to the contractors. Mr. Harris said he’d prefer that the maintenance recommendation is made quickly before they get their CO or TCO to use the parking lot. Mr. Harris will send a copy of his report to City Attorney Hoffmann.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 76-2019, a Resolution conditionally approving a Certificate of Architectural Compatibility for a Comprehensive Sign Plan for the Canyon Casino Parking Lot and Resolution 77-2019, a Resolution conditionally approving a Certificate of Architectural Compatibility for a Comprehensive Sign Plan for the Dakota Parking Lot open and invited anyone wanting to address the Board either “for” or “against” the proposed resolutions to come forward.

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

MOTION TO APPROVE

Alderman Johnson MOVED and was SECONDED by Alderman Armbright to approve Resolution 76-2019, a Resolution conditionally...

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

MOTION TO APPROVE  
Alderman Bennett MOVED and was SECONDED by Alderman Torres to approve Resolution 77-2019, a Resolution conditionally approving a Certificate of Architectural Compatibility for a Comprehensive Sign Plan for the Dakota Parking Lot.

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

9. ACTION ITEMS:  
None

10. PRESENTATION OF MARYLAND MOUNTAIN RECREATIONAL PARK VIDEO

11. CITY MANAGER REPORTS:  
Holiday Bonus Discussion

City Manager said the auditors like to see a motion for the Holiday bonus and that the new bridge is set to be swung into place on November 25th, with an alternate date of December 2nd. A MOTION was made by Alderman Moates to approve an annual Holiday bonus of $300 for Council, commission members, and all employees, SECONDED by Alderman Bennett and approved unanimously.

12. CITY ATTORNEY:  
City Attorney Hoffmann had nothing to report.

13. EXECUTIVE SESSION:  
City Attorney Hoffmann recommended two items, which both fell under item number 2 only for Executive Session, and the specific legal issues related to potential legislation and intergovernmental relations.

MOTION TO ADJOURN INTO EXECUTIVE
SESSION

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 3:40 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).

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

MOTION TO ADJOURN

Alderman Bennett MOVED and was SECONDED by Alderman Moates to adjourn the Executive Session at 4:00 p.m.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously

14. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 4:00 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor
COUNCIL BILL 27
ORDINANCE 2019-27
AN ORDINANCE
ADOPTING THE CITY OF
BLACK HAWK
COMPENSATION PLAN
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB27

ORDINANCE NUMBER: 27-2019

TITLE: AN ORDINANCE ADOPTING THE CITY OF BLACK HAWK 2020 PAY PLAN

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

Section 1. The City of Black Hawk 2020 Pay Plan, attached hereto and incorporated herein by this reference is hereby adopted, to be effective upon the effective date of this Ordinance.

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

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

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

READ, PASSED AND ORDERED POSTED this 11th day of December 2019.

_____________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: 2020 Salary Range; Market Adjustment; PW and CP&D Departmental Reorganization; and Reclassified, Revised, and New Job Descriptions

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

MOTION TO APPROVE Council Bill 27, An Ordinance Adopting the City of Black Hawk 2020 Pay Plan.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Salary Range and Market Adjustment
Staff recommends a 3.41% increase to current salary ranges as outlined on the attached City of Black Hawk 2020 Draft Salary Range. The 2020 approved Budget included the 3.41% increase. The increase is based on the overall average variance between the 2018 and 2019 minimum salaries of the designated survey cities, which was +3.41%. Per the approved Compensation Policy, staff will receive a 3.41% market adjustment effective January 1, 2020.

Community Planning & Development Organizational Structure
The City contracted HR Green, Inc. in June of 2019 for an Organizational Assessment of the Community Planning & Development Department. HR Green recommended replacing the existing Executive Administrative Assistant position with a permit technician position or similar. The goal is to reduce specialization for the two employees in this small department and classify both employees at the same level to improve department flexibility and service.

- Proposed New Job Description (attached):
  Development Services Coordinator
  The responsibilities of the current Executive Administrative Assistant and the Permit Technician positions will be combined into a new position titled Development Services Coordinator. The two existing positions will have the same job description, salary range, and certification requirements. The job duties and responsibilities will be divided between the two support staff members to manage the day-to-day operations. Staff will be cross-trained on all duties including the administration of the Historic Preservation Commission for more productivity and better customer service.
Staff recommends restructuring the Department and creation of a new job description titled Development Service Coordinator.

Current Community Planning & Development Structure

Proposed Community Planning & Development Structure

Administrative Services

- Proposed Job Description Revisions (attached):
  - Executive Administrative Assistant
    In 2017, the vacant position of “Executive Administrative Assistant” in the Administrative Services Department was filled using a lower-salaried “Administrative Assistant” classification. The intent was to eventually reclassify all Executive Administrative Assistants throughout the City to Administrative Assistant as vacancies occurred. This situation has created inequities between departments and is not in keeping with the needs of the organization overall.
    Staff recommends keeping both classifications, Executive Administrative Assistant and the Administrative Assistant, and allow management in each
Department the ability to classify employees in those positions according to their respective duties and responsibilities.

- **Deputy City Clerk**
  The Deputy City Clerk’s job description has been updated to reflect the duties and responsibilities as they have evolved since it was last approved in 2014.

- **Proposed Job Description Reclassification (attached):**
  - **Senior Human Resources Analyst**
    In the 2014 reorganization of the Administration Services Department, an HR Generalist position was approved. Initially, the position was dependent upon the Administrative Services Director for direction. As the Administrative Services Director’s role changed, the HR Generalist assumed more duties consistent with a Senior Human Resources Analyst. The position is now responsible for all aspects of recruitment and selection, HR/payroll interfacing, benefit enrollments and billing, salary surveys, and open enrollments. Additionally, unlike many HR positions from the larger comparison cities that specialize in one area, our position requires a strong knowledge of all areas of HR. A review of the essential duties and responsibilities, education and experience, and qualifications for the 2020 position comparison of survey cities equates the position to a Senior Human Resources Analyst as defined by CML.

  Staff recommends keeping both classifications, HR Generalist and Senior Human Resources Analyst, and allow management the ability to classify employees in those positions according to their respective duties and responsibilities.

**Finance**

- **Proposed Job Description Revision (attached):**
  - **Senior Accountant**
    In 2015, the vacant Senior Accountant position was filled using a lower classification of Accountant. However, the Accountant has assumed more responsibilities during her tenure with the City. A review of current Senior Accountant job descriptions from our comparison cities has shown a strong similarity to our requirements and expectations. These responsibilities include advanced level accounting functions, developing and implementing new accounting systems, and modernizing methods and procedures. Additionally, unlike many accountants from the larger comparison cities that specialize in one area, our position requires a strong knowledge of a wide variety of topics including Governmental Accounting, Sales Tax, and Payroll.
Staff recommends keeping both classifications; Accountant and Senior Accountant, and allow management the ability to classify employees in those positions according to their respective duties and responsibilities.

**Fire**

After reviewing the fire department job descriptions, the Fire Chief determined changes in time-in-grade and certification requirements were necessary for the organization’s succession planning process. Currently, positions require the acquisition of certifications that are difficult to obtain and maintain in the Black Hawk Fire Department response and training system. Additionally, time-in-grade requirements are significantly extended, limiting promotion potential. Changes in position requirements are shown in the attached redlined job descriptions.

- **Proposed Job Description Revisions (attached):**
  - Firefighter
  - Senior Firefighter
  - Engineer
  - Lieutenant
  - Captain
  - Fire Inspector

**Police**

Over the past several years, it has become difficult to find applicants for Police Officer who have graduated from a law enforcement academy and who meet the City’s high standards. The Police Department has not been fully staffed for sworn police officers in over three (3) years. Currently, there are five (5) police officer and two (2) detective vacancies. Colleges are currently charging students $8000 to $10,000 to attend an academy, and many individuals cannot self-fund the program. In the recent past, the Police Department sent two employees (both dispatchers) to police academies and experimented with compensation, but had not created a “Police Recruit” classification. The department is now extending its recruiting effort by sending non-employees to the academy as well as current employees.

The Police Department will use the new classification for any current employee or newly hired employee sent to a police academy. Funding is based on an officer’s starting salary. During the academy, the employee would be in a non-sworn Police Recruit position paid at a lower rate than a starting police officer’s rate of pay. The reduced pay rate would offset some of the cost the academy the City would incur. A Police Recruit would stay in the lower pay rate position until they successfully graduate from the police academy and pass the State of Colorado Peace Officer Certification (POST) exam. Once the employee received the POST certification, the employee would move to the bottom of the pay range for a Police Officer I position. The Police Department will
continue to use an employment contract for employees sent to the academy and for those hired from an academy and placed in an FTO program.

- Proposed New Position (attached):
  - Police Recruit

Public Works Organizational Structure
The City contracted with HR Green, Inc. in June of 2019 for an assessment of the Public Works Department operations and structure. HR Green made recommendations to modify the Department's structure to reduce the span of control (direct reports) for the Public Works Director to allow more time to be dedicated to leadership, direction, performance, and communication within the Department. Two (2) new positions were recommended as well as several new classifications for existing personnel to improve command and control and provide leadership development. HR Green also recognized the need to develop current employees for leadership positions.

The Public Works Director’s recommendations for restructuring the Public Works Department along with the new, revised, and reclassified job descriptions will be submitted to Council in 2020.

AGENDA DATE: December 11, 2019
WORKSHOP DATE: October 23, 2019
FUNDING SOURCE: Personnel Line Item for each Department
STAFF PERSON RESPONSIBLE: Melissa Greiner, CMC
City Clerk/Administrative Services Director
DOCUMENTS ATTACHED: 2020 Draft Salary Range and Job Descriptions
RECORD: [ ]Yes [ X ]No
CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A
SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole
City Manager
<table>
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<tr>
<th>Black Hawk Job Titles</th>
<th>Administrative Services</th>
<th>Minimum</th>
<th>Mid-Point</th>
<th>Maximum</th>
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<td>Police Sergeant</td>
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<tr>
<td>Executive Administrative Assistant/Training Coordinator PD</td>
<td>$58,921</td>
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<td>$76,597</td>
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<th>Minimum</th>
<th>Mid-Point</th>
<th>Maximum</th>
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<td>Public Works Director</td>
<td>$134,839</td>
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<tr>
<td>Senior Civil Engineer/Water Resources</td>
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<td>Senior Civil Engineer</td>
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<td>GIS Analyst/Eng Assoc</td>
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<td>Facilities Maint Supervisor</td>
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<th>Fleet</th>
<th>2020 Draft Salary Range</th>
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<th>Maximum</th>
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<tr>
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<td>Fleet Maint &amp; Inv Asst</td>
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<td>Fleet Technician II</td>
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CITY OF BLACK HAWK
2019 Job Description

JOB TITLE: Development Services Coordinator
DEPARTMENT: Community Planning & Development
REPORTS TO: CP&D Director
EXEMPT: No
SALARY RANGE: $27.3931 - $35.6110/HR

SUMMARY
The position is an integral part of the administrative team representing the Community Planning and Development Department; therefore, a sense of decorum is required, which is appropriate and suitable for the office. Individuals cross-train to perform a wide range of complex, responsible, and confidential duties associated with the divisions of planning/zoning, building, conveyance, administration, and historic preservation. Each individual shall possess a mastery of office skills, exercise initiative and judgment, make decisions within the scope of assigned authority, and provide general information and assistance to the public.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Building/Fire, Planning/Zoning, and Conveyance:
- Oversee the work and services of the application approval process for planning/zoning and building/fire construction; plan submittal, plan review, issuance of the permit, fee assessment, and payment processing and collection.
- Accept and review for submittal compliance building/fire and planning/zoning applications; enter applications into City's permit system and forward it to appropriate staff and outside agencies for review and processing.
- Ensure timely processing of building/fire and planning/zoning submittals; manage and coordinate the routing of submittals to various departments and outside agencies for required reviews and clearances; perform follow-up to ensure timeliness of response from other departments and outside agencies; issue routine permits within the scope of authority and responsibility assigned.
- Provide case management of complex building construction and planning/zoning applications; confer with project owners and design professionals regarding state and local code requirements and obtaining multi-agency application approvals.
- Oversee the scheduling of requests for field inspections and maintain an inspection activity log; assist in coordinating the permitting process with building officials, inspectors, planners, engineers, fire inspectors, other staff, and outside agencies.
- Administer the tracking system for inspections of public and private improvements as part of the site plan, and subdivision construction process, schedules inspections, assists with the release of financial guarantees as improvements are inspected and accepted, coordinates the building/fire inspection and certificate of occupancy process.
- Oversee the building/fire, planning/zoning, and conveyance tracking system; update the system when new procedures are implemented, or existing procedures are modified;
create and run reports from the system; ensure functional integration with other City software and systems.

- Respond to inquiries and complaints, provide information, independently learn, interpret, and apply codes, laws, and guidelines pertinent to City and departmental policies, procedures, and regulations.
- Coordinate the work and services of the Conveyance program as outlined by the Colorado Department of Labor and Employment Division of Oil and Public Safety; maintain compliance within Federal, State, and local standards, principles, law, legislation, and as adopted by City Council; become familiar with the governing documents; understand the individual components of the program, and ensure program parameters and objectives are consistently applied and achieved.
- Assist in the administration of the Exterior Paint program; become familiar with the governing documents; understand the individual components of the program, and ensure program parameters and objectives are consistently applied and achieved.
- Draft, coordinate, and oversee the execution of contracts and agreements such as an agreement for professional services, trade contractor agreement, interior rehabilitation grant; preservation easement and lender’s request for subordination or rights; temporary construction easement; roadway easement; and/or boundary line agreement.
- Assist in preparation and distribution of Request for Qualifications or Request for Proposals.
- Recommend, develop, and implement goals, objectives, policies, and procedures for the department.
- Monitor and maintain computer applications and tracking systems; coordinate improvements and upkeep of information systems, databases, scanning, and imaging systems.
- Develop, update, and maintain information and pamphlets provided to the public at the front counter and online.
- Attend and participate in professional group meetings; stay abreast of new trends, innovations, and laws affecting the building/fire, planning/zoning, and conveyance programs.
- Act as Development Review Committee Chair; manage the meeting calendar, prepare and distribute meeting agenda and packet, take, transcribe and distribute meeting notes.
- Answer procedural questions on zoning codes and building codes at the counter or on the phone; direct contractors, developers, and the general public to the appropriate City codes, regulation manuals, information sheets, or other City staff or outside agencies for more specific information.
- Maintain accurate and timely records of all building/fire, planning/zoning, and conveyance permits and department records and files; input, maintain and compile a variety of data on permitting activity; maintain land use, building, permit, and other tracking data.
- Assist in establishing efficient and effective procedures for permit processing; perform research on trends in permitting procedures and make recommendations on upgrades to current systems and procedures.
- Participate in the creation, establishment, and monitoring of the address system for both new and existing buildings and properties.
- Provide the public with basic or directive information on the City's development regulations, building/fire codes, and conveyance standards.
• Assist in the budget process by collecting, compiling, and retrieving pertinent land use and building/fire permit data.

Historic Preservation:
• Serve as the Secretary supporting the Historic Preservation Commission; understand and enforce Commission By-Laws; prepare, coordinate and facilitate regular meetings, create agenda, assemble and distribute meeting packet; take, transcribe and distribute meeting minutes; maintain permanent records, reports, ordinances, resolutions, vacancies and appointments; maintain compliance as a Certified Local Government in accordance with Federal, State, and local historic preservation standards, principles, law, legislation, and as adopted by City Council; schedule required training and special projects; prepare and submit annual report.
• Interact with the Director of the Colorado State Office of Archaeology and Historic Preservation consultant.
• Assist in the Landmark Designation nomination and application process.
• Assist in the administration of the Residential Preservation Easement and Rehabilitation program; become familiar with the governing documents and guidelines; understand the individual components of the program and ensure program parameters and objectives are consistently applied and achieved.
• Attend Owner, Architect, Contractor, and Design meetings, as needed.
• Coordinate ownership and encumbrance/title work reports and residential appraisal report.
• Coordinate site survey to include floodway and elevation certificate.
• Coordinate existing conditions photo documentation: interior/exterior of structures, site conditions; wood and window survey; and stone wall and masonry survey.
• Maintain a variety of files and records. Ensure all data and material is organized and easily retrievable; both hard copy and electronic format.

Administrative Services:
• Perform a wide variety of general office support duties, such as receiving, sorting, and time-stamping documents; distributing incoming and outgoing correspondence; and maintaining and ordering office supplies.
• Custodian of all department records.
• Possess a professional, friendly demeanor; comfortable interfacing with the public to serve their Department related needs; maintain a high degree of integrity and discretion; diplomatic with a positive can-do attitude.
• Greet visitors; ascertain the nature of business and direct visitors to the appropriate office. Answer telephone and give information to callers.
• Pick up and deliver mail to the City Hall.
• Maintain a variety of files and records relating to the department, both electronic and hard copies, and under the adopted retention schedule.
• Possess advanced computer aptitude skills with the ability to help others on system usage.
• Compose a variety of correspondence independently from verbal or written instruction, including newsletter submissions; review, proofread, and edit departmental documents; possess strong proofreading skills.
• Proficient use of spreadsheets, word processing, and database programs for efficient processing of departmental information; responsible for accurately inputting departmental data into the computer system.
• Compile information to be used in special projects and reports. Maintain and update all assigned projects, reports, and written files. Scan select files into the appropriate electronic file location.
• Independently respond to letters and general correspondence within the scope of responsibility.
• Maintain calendars and arrange meetings and conferences as needed.
• Maintain department inventory for the annual City-wide inventory report.
• Prepare articles for quarterly additions of the City newsletter.
• Provide budget support. Compile, record, and route invoices.
• Input and maintain standard operating procedures for Community Planning and Development in document management software.
• Assist in preparation of City Council agenda items; prepare public meeting notices for posting under Black Hawk Municipal Code and notify application for pickup; coordinate with outside agencies to complete council action form and staff report; request resolution from City Attorney, notify outside agencies and applicant of Council actions.
• Maintain and update database of all license agreements and gaming establishment statistics.
• Maintain and update the website page for the department within established guidelines.
• Provide budget support; perform continuous analysis of expenditures; compile, route, and file invoices.
• Evaluate and recommend organizational, procedural, and cost-saving measures affecting department and support activities.
• Maintain departmental contacts, appointment schedules, tickler files, calendars, and arrange meetings and conferences.
• Assist with event planning.
• Maintain office supply inventory and order department supplies.
• Provide Notary services for the public and City staff.
• Keep public, work, desk, and kitchen areas clean and free of clutter; load and unload the dishwasher.
• Assist other departmental staff and provide support to other departments as necessary.
• Perform other duties as assigned.

SUPERVISORY RESPONSIBILITIES

None

QUALIFICATIONS

• Knowledge of:
  o Theory, principles, practices, and methods of land use development and zoning code administration as enforced by the City.
  o Theory, principles, practices, and methods of building construction disciplines, codes, and standards; building-related codes and ordinances enforced by the City, including the
International Code Council (ICC) building, electrical, plumbing, mechanical and fire codes; methods and practices of all phases of commercial and residential construction.

- Theory, principles, practices, and methods of historic preservation standards.
- Applicable Federal, State, and local laws, codes, and regulations.
- Basic cost accounting and preparation of invoice type documents.
- General principles and practices of regulatory compliance
- Methods and techniques of technical research.
- Administrative maintenance of permitting software, including fee calculation and collection methods.
- Recordkeeping, filing, and retention principals and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work; permit and application tracking systems and methods.
- English usage with accurate grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- General understanding of finance and accounting.

- **Ability to:**
  - Coordinate the provision of efficient and effective service delivery to customers; handle difficult and complex customer service situations; identify and recommend opportunities for improving service delivery methods and procedures.
  - Read and interpret land use plans and construction blueprints.
  - Understand the City government organization, function, policy rules, and regulations.
  - Operate an electronic permit, inspection, and tracking system.
  - Perform research; create presentations, charts, graphs, databases, and spreadsheets.
  - Present a professional, courteous, competent image, both inside and outside of the office, which reflects well on the department and the City.
  - Handle confidential information.
  - Understand and follow written and oral instructions and procedures.
  - Organize and establish work priorities; work in a cooperative team environment or independently with limited supervision; maximize efficiency.
  - Adapt to frequent interruptions, unusual workload demands, changing priorities, and deadlines.
  - Tackle repetitive and tedious tasks with eagerness and enthusiasm.
  - Establish and maintain effective working relationships with supervisors, coworkers, elected officials, outside agencies, and the public; work well with varied and demanding people.
  - Maintain a variety of financial records and files.
  - Perform a variety of duties requiring the use of independent judgment and technical knowledge.
  - Independently coordinate, monitor, or manage various clerical functions. Meet department and project schedules, milestones, and deadlines.
• Understand the organization and operation of the City and outside agencies. Independently learn, interpret, and apply building code, municipal code, land use, and historic preservation procedures.
• Become familiar with department forms and applications for distribution to the public, update form and application content on a regular, established basis.
• Locate, organize, and retrieve department records and files in a timely fashion.
• Compile complex business correspondence and basic reports. Produce written documents with clearly organized information, punctuation, and grammar.
• Maintain confidential data and information as it relates to the department. Discern the difference between original and duplicate documents.
• Type at speed necessary for successful job performance.
• Transcribe minutes at speed necessary for successful job performance.
• Communicate clearly and concisely, both orally and in writing.
• Recognize department needs and advise the Community Planning and Development Director. Proactively look for cost-saving measures to apply within the department.
• Be punctual and prompt for work and meetings.
• Abstain from participating in office gossip and conducting personal business during working hours.
• Balance and control personal life and work priorities.

EDUCATION, EXPERIENCE, AND TRAINING
• High School Diploma or GED.
• Three years of related experience and training as a Certified Permit Technician. Experience with customer service, building/fire permit services, planning/zoning services.
• Possess an International Code Council Permit Technician certification.
• Historic Preservation experience desirable.
• Working knowledge of relevant office computer systems and proficiency with Microsoft Office Suite.
• Valid Colorado Driver’s License with a safe driving record.

EQUIPMENT USED
Constant daily use of telephones, cell phones, pagers, computers, calculators, copy machines, fax machines, and scanners.

COMMUNICATION SKILLS
• Ability to respond to common inquiries or complaints from the general public, residents, City employees, officials, and outside agencies in a professional manner.
• Ability to effectively present, both in verbal and written form, information to elected officials, members of the Management Team, City employees, the public, and outside agencies.

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

PHYSICAL DEMANDS
The employee is regularly required to sit, stand, walk, reach with hands and arms, stoop, kneel, crouch, and crawl. Work in this position is generally limited to a standard office environment, but the employee must occasionally lift and/or move up to 25 pounds and climb, stairs, ladders and/or step stools, mobile enough to conduct fieldwork and visit construction sites, sometimes crossing over rough, uneven, or rocky and mountainous surfaces and terrain. The employee is also regularly required to talk, hear, and use hands and fingers. Specific vision abilities required by this position include close, distance, color, and peripheral vision, as well as depth perception and the ability to adjust focus.

An employee may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

Must be willing to work a varied schedule of hours, which may include evenings and/or weekends.

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

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

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

Signature: ___________________________ Date: ___________________________
CITY OF BLACK HAWK
2019 Job Description

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

SALARY RANGE: $27.3933 - $35.6110/HR

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

ESSENTIAL DUTIES AND RESPONSIBILITIES
Administrative Services

• Interface with the public, City staff, and vendors tactfully, courteously, and effectively. Greet visitors, ascertain nature of business, and direct visitors to appropriate office. Answer telephone and give information to callers.
• Perform a variety of general office support duties, including the following: making copies; receiving, sorting, and time-stamping documents; distributing incoming and outgoing correspondence; and maintaining and ordering office supplies.
• Perform a wide variety of complex, responsible, and confidential office duties.
• Serve as primary postal and UPS clerk for the City. Pick up, deliver, and process mail from the post office and UPS pickup and delivery. Maintain postage meter machine and UPS account.
• Initiate and maintain a variety of files and records relating to the department.
• Maintain and update resource materials.
• Maintain active membership status of various organizations for the City Manager, Human Resources, and Risk Management.
• Stay up to date on City policies, procedures, laws, and regulations in response to inquiries and complaints; refer inquiries and process complaints.
• Compile information to be used in special projects and reports. Maintain and update all projects, reports, and written files. Scan select files into the appropriate electronic file location.
• Independently respond to letters and general correspondence of a routine nature.
• Maintain appointment and travel schedules and calendars; arrange meetings and conferences.
• Prepare and distribute quarterly editions of City newsletter.
• Maintain City of Black Hawk branding and identity guidelines, form templates, and letterhead.
• Maintain City social media accounts.
• Maintain printed branded advertising materials.
• Maintain marketing inventory and branded merchandise supply orders.
• Maintain City website home and review department pages.
  • Review news reporting agencies for media items pertaining to the City on a daily basis. Compile news reports for City Council packets.
• Create and maintain standard operating procedures for Administrative Services Department in Policy and Procedure Manager software.
• Provide notary services for the public and City staff.
• Perform other duties as assigned.

City Clerk’s Office
• Assist in assembling City Council agenda items.
• Serve as back up to the Deputy City Clerk, covering office during lunch breaks and vacations.
• Perform other duties as assigned.

Risk Management
• Assist the Administrative Services Director in preparing annual evaluations of property casualty and workers’ compensation insurance through City’s Insurance broker.
• Receive, process, and file property casualty claims for the City; research the validity of the claim by gathering information, such as police reports, and discuss liability with appropriate management staff and outside insurance company; prepare staff reports, resolutions, and/or proper correspondence related to claims; prepare documents and gather data to pursue cost recovery and restitution for the City.
• Assist in annual loss control audit and property inspections.
  • Assists the Administrative Services Director in administering workers’ compensation and unemployment claims.
• Perform other duties as assigned.

SUPERVISORY RESPONSIBILITIES
None.

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

In-depth knowledge of:
• Desktop publishing software and design practices.

Functional knowledge and understanding of:
• All areas of the City Clerk’s Office.
• Property casualty insurance.

Ability to:
• Perform varied and complex office and technical administrative work.
• Follow complex verbal and written instructions.
• Analyze, prepare, and maintain complex reports and records.
• Communicate effectively and concisely, orally and in writing.
• Establish effective working relationships with employees, citizens, various public and private groups, and governmental agencies.
• Prioritize work and address emergency situations as necessary.
• Work on multiple projects simultaneously.
• Understand the organization and operation of the City and outside agencies as necessary to assume assigned responsibilities.
• Compile and maintain complex and extensive records and prepare reports.
• Maintain confidential data and information for executive staff.
• Type at a speed necessary for successful job performance.

EXPERIENCE, KNOWLEDGE, AND SKILLS

• High school or GED graduate, preferably supplemented by college-level coursework in business, and five years of progressively responsible executive administrative support and technical experience that provides the following knowledge and skills:
• Thorough knowledge of modern office procedures and practices.
• Knowledge of business math and basic accounting.
• Skill in the use and care of a variety of software and office machines and equipment.
• Strong knowledge of other City departments and how they interrelate in the daily business of the City.
• Background in communications, marketing, and graphic design desired.
• Background in property casualty claims processing desired.

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

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

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

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

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

Signature: _______________________________ Date: ____________________
CITY OF BLACK HAWK
2019 Job Description

JOB TITLE: Deputy City Clerk
DEPARTMENT: Administrative Services

REPORTS TO: City Clerk/Administrative Service Director
EXEMPT: No

SALARY RANGE: $27.3154 - $35.5101 / HR

SUMMARY
The position is an integral part of the executive team representing the Administrative Service Department; therefore, a sense of decorum is required which is appropriate and suitable to the office. The individual shall possess a mastery of office skills, exercise initiative and judgment, make decisions within the scope of assigned authority and provide general information and assistance to the public. Perform a wide variety of complex, responsible, and confidential duties for the City Clerk’s Office.

ESSENTIAL DUTIES AND RESPONSIBILITIES

• Greet, interface, and answer inquiries from the public requiring knowledge of department or division policies and procedures; answer and screen incoming phone calls; handle inquiries directly or refer to appropriate team member.

• Interface with other City, County, and State departments and maintain a good working relationship.

• Record and file legal and official City records; prepare City Council agendas, assemble packets and distribute to City Council and Management Team, along with misc. media reports and Gilpin Ambulance Authority documents; certify, post and process official documents; Send City Attorney all executed documents.

• Coordinate the gathering- compilation of backup documentation for of ordinances and resolutions and the maintenance of completed files of legal and official documents and records; prepare ordinances –and work directly with codifier for every two-year annual codification of the Municipal Code, and ensure website is updated.

• Process all applications for liquor and marijuana licenses, including and renewals, and transfers; issue licenses; maintain records and post public hearing notices appropriately. Perform inspections and background investigations as needed.

• Process new applications for Promotional Associations/Common Consumption Area Certifications and prepare for Council consideration. Issue all renewals administratively.

• Process applications and issue permits for Special Event, and Assembly, and Solicitor Permits.

• Develop forms and processes necessary to operate efficiently and effectively.

• Issue contractor registrations, business, sales tax, lodging, pet hotel and shuttle licenses in accordance with local ordinances and State Statutes. Send out renewal notices annually.

• Propose improvements for record management for Clerk’s Office; participate in the hard and electronic filing, indexing, and cross referencing of contracts, resolutions, minutes and ordinances and other legal documents. Maintain all Clerk related files.

• Coordinate annual Shred-It event with all departments to ensure compliance with the State’s Retention Schedule.
• Compose memos, agendas, resolutions, amendments to ordinances, proclamations and other correspondence.
• Perform a wide variety of complex, research, and confidential duties as assigned.
• Act as City Clerk during Clerk’s absence.
• Assist City Clerk is the management of the Dory Hill Cemetery.
• Assist in the development of annual department budget and monitor monthly expenses within approved department budget.
• Assist City Clerk in directing and preparing Prepare for all municipal and special elections as per Title 31 of the Colorado Revised Statutes and registering voters.
• Read, understand and stay up-to-date on local laws, Municipal Code, State Liquor and Marijuana Code, and State Statutes. Attend training sessions when applicable.
• Attend City Council meetings and generate, from notes and audiotape, City Council Minutes for approval in a format set forth by City Clerk.
• Aid in preparation and maintenance of general information files regarding all matters under the jurisdiction of the City of Black Hawk.
• Post Public Meetings in accordance with State Statutes and Municipal code.
• Assist other departments in record research and duties such as mailings, filing, and occasional coverage of meetings, as assigned by the City Clerk.
• Provide notary services for the public and City staff.
• Assist in picking up and delivering mail on a daily basis and distribute to appropriate departments.
• Update City Council and City Clerk’s webpage on the City’s website.
• Fulfill all Open Records Requests and respond within statutory deadlines.
• Create and update Standard Operating Procedures for City Clerk in the Policy and procedure Manager Software.
• Perform other duties as assigned.

SUPERVISORY RESPONSIBILITIES
None.

QUALIFICATIONS
Knowledge of:
• English usage with correct spelling, grammar, and punctuation.
• Current technology for office procedures, methods, and computer equipment.
• Business letter writing and advanced report preparation.
• Principles and procedures of record keeping.
• Basic financial and accounting background.

Ability to:
• Perform responsible and difficult clerical work involving the use of independent judgment and personal initiative.
• Quickly research and retrieve information from City hard and electronic filing systems.
• Work on multiple projects simultaneously.
• Compile and maintain complex and extensive records and prepare routine reports.
• Maintain confidential data and information for executive staff.
• Type at a speed necessary for successful job performance.
• Transcribe audiotaped minutes at a speed necessary for successful job performance.
• Establish and maintain cooperative working relationships with those contacted in the course of work.
• Exercise strong organizational skills.
• Work under pressure.
• Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
• Work courteously and cooperatively with other departments, City officials, and outside agencies.

EXPERIENCE and/or TRAINING
• High School Diploma or GED.
• Ability to obtain certification from the Colorado Municipal Clerks Association certification (CMC) within three years of employment. Employees with a CMC certification are eligible for 5% salary advancement.
• Three years progressively responsible work experience in administrative and/or executive secretarial work.
• Must have a working knowledge of relevant office computer systems and high proficiency with Microsoft Office Suite.
• Valid Colorado Driver's License with a good driving record.

EQUIPMENT USED
• Constant Daily Use: telephones, cell phones, pagers, computers, calculators, copy machines, fax machines and scanners.

COMMUNICATION SKILLS
• Ability to courteously respond to common inquiries or complaints from the general public, residents, City employees, officials and outside agencies.
• Ability to effectively present, both in verbal and written form, information to elected officials, members of the Management Team, City employees, the public and outside agencies.
• Demonstrate flexibility, diplomacy, and discretion when communicating.
• Communicate clearly and concisely, both verbally and in writing.

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

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

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

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

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

Signature:_____________________________ Date:__________________
CITY OF BLACK HAWK
2019 Job Description

JOB TITLE: Senior Human Resources Analyst
DEPARTMENT: Administrative Services
REPORTS TO: Administrative Services Director
EXEMPT: Yes
SALARY RANGE: $76,156 - $99,003 Annual

SUMMARY
Under the supervision of the Administrative Services Director, provides professional and technical administration of human resource programs. The primary function of this position is to perform professional, analytical, and technical work in personnel administration including recruitment and testing, compensation, benefit administration, employee relations, and other human resources functions. As the position is an integral part of the executive team representing the Office of the City Manager and the Board of Aldermen, a sense of decorum is required which is appropriate and suitable to the office. The individual shall possess a mastery of office skills, exercise initiative and judgment, make decisions within the scope of assigned authority and provide general information and assistance to the public.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

A. Recruitment and Selection
1. Reviews requisitions for position vacancies; recruits qualified applicants; interviews and evaluates applicants for employment; assists with placement in position best suited to the applicant.
2. Designs and prepares job announcements and advertising campaigns for vacant positions; screens incoming applications for completeness, accuracy and relatedness to vacant positions.
3. May participate on oral boards; briefs oral board members on the content and context of the job being tested for; explains appropriate areas of questioning; assists in the development or selection of assessment tests; administers assessment tests to candidates for employment.
4. Coordinates pre-employment exams (i.e., skills testing, drug tests, psychological exams, physicals) as required; conducts background and reference checks, ensuring compliance with governmental and departmental requirements.

B. Classification and Compensation
1. Conducts field/desk audits related to the classification and/or reclassification of positions.
2. Collects wage data for annual market survey; participates in analysis of pay data and preparation of annual compensation plan; responds to wage/benefit and personnel practices surveys from other organizations.
3. Prepares changes in Position Action Notice; generates reports and action forms; distributes information as necessary.
C. **Benefits Administration**

1. Assists with the coordination of benefit activities; insurance contract guidelines, and governmental requirements regarding leave benefits, health and dental insurance, life and disability insurance, retirement plans, and unemployment compensation.
2. Researches, evaluates, and proposes modifications/additions to benefits plans.
3. Co-develops and coordinates miscellaneous benefit programs including employee wellness program.
4. Co-conducts and coordinates annual open enrollment sessions and activities; assists employees in making changes in their insurance programs.
5. Coordinates COBRA notification, assists in Director’s absence with unemployment claims, EEO and other governmental reports; ensures accuracy of reports.
6. Responds to a variety of routine and non-routine inquiries regarding benefit program and insurance policy details from employees, current and prospective insurance agents, other governmental agencies, and the general public.
7. Assists in resolving insurance claims disputes by coordinating between employees and carriers.
8. Assists employees with basic benefits questions, forms, and information necessary to make changes in their insurance programs.

D. **Human Resources Functions**

1. Secures legal, technical, or statistical materials and compiles information to assist in the development and/or revision of human resources related policies and procedures; may assist in preparing various State and Federal statistical and narrative reports; prepares reports as requested; works on special and on-going projects as requested by the Director.
2. Conducts employee orientations and explains all employee benefits, policies, and procedures; may conduct exit interviews.
3. Supports the Director in advising department officials and City employees on the policies, rules, regulations and procedures relating to employee programs and benefits; promotes good employer/employee relations.
4. Responds to employment verifications and all other inquiries from the employee, supervisors, and outside agencies; grants release of employment information as appropriately authorized.
5. Set up new employees into ADP Payroll and HRB system and inputs changes for current employees.

E. **Risk Management**

1. Assists Director with workers’ compensation claims; research the validity of the claim by gathering required reports in a timely manner, file a first report of injury with Work Comp carrier. Send employee a WC Notification letter via city email and US mail as soon as possible after filing the claim. Monitor the injured Employee’s progress until employee is released by medical provider.

F. **Miscellaneous**

1. Administers the adopted retention schedule for personnel records in the Human Resources division; ensures compliance with regulations governing retention of records.
2. Assists with the preparation of annual budget; provides expenditure records as directed; advises the Director of current status as well as projected expenditures.
3. Assists in the automation of human resource records and reports.
4. Stays abreast of changes and developments as related to benefits administration and human resources.
5. Performs related duties and responsibilities as assigned.

POSITION REQUIREMENTS:

Knowledge of:
- Principles, practices, and procedures of human resources management.
- Pertinent Federal, State and local laws, codes and regulations governing human resources management, including laws governing benefits administration.
- Methods and techniques of benefits administration.
- Essential aspects and educational and training requirements of a wide variety of positions.

Ability to:
- Demonstrate strong organizational and analytical skills and attention to detail.
- Collect, compile, and analyze moderately complex data for a variety of reports.
- Demonstrate exceptional customer service and interpersonal skills.
- Communicate effectively both orally and in writing.
- Interpret and apply Federal, State and local policies, laws and regulations as they relate to human resources management.
- Work independently and handle multiple tasks with minimal supervision.
- Apply appropriate judgment in making decisions.
- Operate a variety of office equipment including computer equipment and software necessary for successful job performance.
- Establish and maintain effective working relationships with those contacted in the course of work.

SCOPE OF AUTHORITY:
Receives minimal supervision under the direction of the Administrative Services Director. Plans daily work activities and prioritizes tasks. Prepares and/or develops plans for projects and programs involving coordination with other departments. Expected to handle difficult and specialized situations in human resources department or functional area.

SUPERVISORY RESPONSIBILITIES
None.

EXPERIENCE AND TRAINING:
Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience: Five years' experience in a responsible position in the field of Human Resources Management.

Training: Equivalent to an Associate's degree or graduation from an accredited two-year college with major course work in personnel administration, human resources management, or a related field.
COMMUNICATION SKILLS

- Ability to respond to common inquiries or complaints from the general public, residents, City employees, officials and outside agencies.
- Ability to effectively present, both in verbal and written form, information to elected officials, members of the Management Team, City employees, the public, and outside agencies.

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

EQUIPMENT UTILIZED:
Standard office equipment, including computers and specialized hardware and software; motor vehicle.

CONTACT WITH OTHERS:
Work is performed in a customer service environment involving regular contact with employees at all levels of the organization, outside agencies and the general public including applicants, media, businesses, insurance agencies, and other governmental agencies. Contacts often require the maintenance of tact in stressful situations. Must handle sensitive information requiring confidentiality. Stress may occur in meeting deadlines and in handling applicants and employees in a tactful manner.

COMMENTS

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

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

Signature: ___________________________   Date: ________________
CITY OF BLACK HAWK  
2019 Job Description

JOB TITLE: Senior Accountant      DEPARTMENT: Finance
REPORTS TO: Finance Director    EXEMPT: Yes
HIRING RANGE: $74,693 - $97,100 / Annual

SUMMARY
Under general supervision of the Finance Director, the Senior Accountant performs a variety of advanced accounting functions related to record-keeping, collection of revenues, payroll, utility billing, sales tax collection, general ledger accounting, Accounts Payable, Accounts Receivable and limited computer technical support. This position requires experience in governmental (Fund) accounting. As a member of the Finance Department, it is essential that all communications with others are handled in a professional and courteous manner to help maintain the Department's position as a trusted resource.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Process check requests, including verification of proper coding and documentation.
- Reconciles subsidiary ledger and bank reconciliation to the general ledger.
- Prepares monthly journal entries and generates monthly reports as requested.
- Assists external auditors in preparation of the annual audit (CAFR).
- Maintain the fixed asset system, including additions and deletion of all assets in compliance with City policies.
- Audits employee timesheets for compliance with personnel manual and accrual balances.
- Enters employee hours into an automated payroll system and prepares bi-weekly and monthly payroll checks.
- Maintains payroll system tables.
- Prepares and balances payroll reports to General Ledger.
- Maintains and prepares retirement accounts such as ICMA and FPPA.
- Provides support to City staff for the automated accounting system.
- Maintain and process utility billing and miscellaneous accounts receivable.

QUALIFICATIONS
- To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The requirements listed below are representative of the knowledge, skill, and/or ability required: Good working knowledge of governmental accounting practices and procedures.
- Familiarity with statutes, regulations, and policies related to fund accounting, payroll, Fair Labor Standards Act, municipal procurement, and local ordinances and policies.
- Ability to exercise independent judgment in a positive and constructive way.
• Skill in the use of desktop computer applications such as word processors, spreadsheets, databases, and report writers.

• Knowledge of double-entry bookkeeping principles and practices.

• Ability to be trained and become proficient using automated accounting and payroll system modules.

• Proficiency in office practices and procedures.

• Knowledge of business English and mathematics including the ability to perform relatively complex calculations accurately and in a timely manner.

EDUCATION and/or EXPERIENCE
Requires undergraduate degree in accounting or related field, 3-5 years' experience and/or training including government accounting, or equivalent combination of education/experience/training.

WORKING CONDITIONS
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is generally performed in an office environment; the employee is regularly required to use fingers, hands and arms; may sit for long stretches; occasionally may be required to stand, walk, climb long flights of stairs, stoop, kneel, or bend. Vision required by this job includes close vision and the ability to adjust focus. The employee must occasionally lift and/or move up to 25 pounds.

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

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

Signature: ___________________________ Date: ________________
CITY OF BLACK HAWK  
2019 Job Description

JOB TITLE: Firefighter  
DEPARTMENT: Fire Department
REPORTS TO: Fire Lieutenant  
EXEMPT: No
SALARY RANGE: $20.9837 – $27.2787 / HR

SUMMARY
The Firefighter performs general firefighting duties, and is required to remain prepared and ready to respond to all calls for assistance. Studies eCity street maps, pre-fire plans, and other material preparatory to being called on an alarm. Requires a high degree of independent judgment, initiative and understanding of Fire Department policies, rules and regulations, and the overall goals of the organization. Must have an in-depth understanding of fire behavior, and response protocols. Must have the ability to understand complex orders and concepts, and be able to communicate the same. Must have a good understanding of machinery, preventative vehicle maintenance, and minor vehicle repair.

ESSENTIAL DUTIES AND RESPONSIBILITIES
The Firefighter is assigned to work a 48/96 hour shift schedule, and when not on an alarm is engaged in station work, which consists of preventative maintenance on all Fire Department vehicles, cleaning and maintaining the station and the surrounding grounds, physical fitness, and job-related training as assigned. The Firefighter spends a minimum of two hours each shift studying fire- and/or medical-related topics, and two hours of physical fitness.

The Firefighter spends a minimum of 2 hours each shift studying fire and/or medical related topics, and 2 hours of physical fitness. Must maintain a high level of expertise in the use of all firefighting tools and equipment.

- The Firefighter must be familiar with the buildings in the City, to include the location of the annunciator panel, FDC, standpipe connections, how to read the panel, and locate the activated alarm device.
- Must maintain a high level of expertise in the use of all firefighting tools and equipment.
- Read and understand the Policies of the City of Black Hawk, the rules and regulations and the Standard Operating Guidelines of the Department.
- Conducts studies and recommends to his/her Fire Lieutenant new or different equipment, methods, and supplies that will most effectively and efficiently to accomplish the goals of the Department in the most effective and efficient manner.
- Responds to alarms of fire or other emergencies and determines the resources needed.
- Attend department meetings and briefings relative to Fire Department operations and activities.
- Teach classes on a variety of subjects to other fire personnel and the Citizens of the Community.
- Answer general questions about the functions of the Fire Department.
- Performs other related duties as assigned.

SUPERVISORY RESPONSIBILITIES:
This is an entry level position with limited supervisory responsibilities. Answer general questions about the functions of the Fire Department.
To perform this job successfully, the Firefighter must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Knowledge of the principles, methods, and techniques of modern firefighting.
- Knowledge of City of Black Hawk and the Fire Departmental Department organization, their policies and procedures.
- Knowledge of the principles and practices of the organization.
- Ability to communicate effectively, both orally and in writing with a limited variety of people.
- Ability to be a team player, and to establish and maintain an effective and responsive working relationship with superiors and peers.
- Ability to research and prepare a report.
- Ability to analyze emergency situations and to adapt quickly, effectively, and professionally.
- Must be able to pass established written, oral, physical, medical, and psychological examinations.
- Must submit to fingerprinting and a detailed background investigation.

OTHER SKILLS AND ABILITIES
The Firefighter must be self-motivated and able to work well with very little supervision. Must have the ability to establish and maintain effective working relationships with superiors, peers, and the general public.

EQUIPMENT USED
The Firefighter shall be capable of using a multitude of equipment from basic hand tools to heavy motorized equipment. Most firefighting equipment is specialized and requires continuous training to maintain the skills needed to safely and effectively operate the equipment.

Examples of equipment are, but not limited to:
- Basic hand tools ranging from screwdrivers to fire axes and forcible entry tools.
- Power tools such as reciprocating saws, chain saws, drills, and hydraulic-powered equipment.
- Specialized equipment such as generators, portable pumps, all types of ladders, extrication tools, gas and hazardous materials detectors, computers, radio communications equipment, and infrared cameras.

This section only describes the range of Heavy equipment that such as rescue vehicles, fire engines, aerial ladder trucks, and ambulances, including all Firefighters shall be proficient in using with safety to him or her and others as the number one priority.

- Firefighters may be required to safely and effectively operate all of their associated equipment provided by the Black Hawk Fire Department at any time.

EDUCATION AND EXPERIENCE
The Firefighter shall be experienced in firefighting and EMS techniques. Additional education and training in the fire science/firefighting fields is highly desirable.

- The Firefighter must have a high school diploma or equivalency certificate.

CERTIFICATES, LICENSES, REGISTRATIONS
- The Firefighter must possess a Colorado Driver’s License with a good driving record.
- Must have and maintain at a minimum a State of Colorado Department of Public Health and Environment certification as an EMT-B, and current CPR certification.
- Must have and maintain a State of Colorado American Heart Association Professional Rescuer CPR certification, as Firefighter I.
- Must have and maintain at a minimum a current State of Colorado Division of Fire Prevention and Control Firefighter I certification.
- Must have and maintain at a minimum a Colorado Hazmat Division of Fire Prevention and Control Hazardous Materials Operations Certificate, as Firefighter I.
- Within 90 days of employment, must successfully complete required NIMS courses (IS-100 and IS-700), and.
- Within 90 days of employment, must successfully pass the NWCG Pack Test at the Arduous Pack Test Level.
- Within 12 months of employment must successfully complete Wildland Firefighter II (S-130/190) certification, Swift Water Awareness and Airbrake Operations.
- Within 12 months of employment must successfully complete Swift Water Awareness.

COMMUNICATION SKILLS
The Firefighter must have the ability to read, write, and understand written rules, regulations, policies, and standard operating guidelines. Must be able to read and interpret technical data from trade journals and textbooks. Must be able to respond to common inquiries from the general public, and have the ability to effectively present information to superiors and the public.

REASONING ABILITY
Must have the ability to reason under stressful conditions. The Firefighter must be logical under stressful situations and have the ability to define problems, collect data, establish facts, and draw valid conclusions. Must have the ability to interpret a wide extensive variety of technical instructions, error judgment or action could affect Citizen acceptance of the Fire Department and/or serious injuries including death.

The firefighter must have the ability to be logical under stressful conditions. The Firefighter must have the ability to define problems, collect data, establish facts, and draw valid conclusions. A firefighter must have the ability to interpret technical instructions to minimize an error in judgment, or any other action that could affect citizen acceptance of the fire department deal with several abstract and/or to prevent serious injury or death concrete variables simultaneously.

PHYSICAL DEMANDS
The physical demands described here are representative of those that must be met by a Firefighter to successfully perform the essential functions of this job.

- The Firefighter is subject to high stress situations with little or no warning and may be involved for long periods of time.
- Could possibly come in contact with individuals who have contagious diseases.
• While performing the duties of this job, the employee Firefighter is regularly required to walk, run, and sit; use hands to finger, handle or feel objects, tools, or controls; reach with hands and arms; climb and balance; stand, stoop, kneel, crouch, or crawl; talk and hear.
• The Firefighter is frequently required to detect odors and distinguish colors.
• The Firefighter must regularly lift and/or move more than 100 pounds.
• Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. The employee must successfully complete an NFPA 1582 compliant physical prior to employment. Must successfully complete an NFPA 1582 compliant physical and the NWCG Arduous fitness test yearly.
  • The Firefighter must successfully complete a National Fire Protection Association 1582 compliant physical prior to employment.
  • The Firefighter must successfully complete a National Fire Protection Association 1582 compliant physical and the NWCG Work Capacity Test with an Arduous rating annually.

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

• While performing the duties of this job, the Firefighter regularly works in a variety of outside weather conditions.
• Frequently works near moving mechanical parts and in highly precarious places.
• Is frequently exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extremes of heat and cold, and the risk of electrical shock—, and high-noise environments.
• The Firefighter frequently drives or is a passenger in large apparatus that may be operating under emergency conditions. The apparatus may be operated in adverse weather conditions. May be required to be seated for long periods of time. The noise level in the work environment may be high.
  • The Firefighter may be required to be seated for long periods of time.

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

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

Sign:- ________________________________ Date: _______________
SUMMARY
The Senior Firefighter performs general firefighting duties and is required to remain prepared and ready to respond to all calls for assistance. Studies City street maps, pre-fire plans, and other material preparatory to being called on an alarm. Requires a high degree of independent judgment, initiative, and understanding of Fire Department policies, rules and regulations, and the overall goals of the organization. Must have an in-depth understanding of fire behavior, and response protocols. Must have the ability to understand complex orders and concepts, and be able to communicate the same. Must have a good understanding of machinery, preventative vehicle maintenance, and minor vehicle repair.

ESSENTIAL DUTIES AND RESPONSIBILITIES
The Senior Firefighter is assigned to work a 48/96 hour shift schedule, and when not on an alarm is engaged in station work, which consists of preventative maintenance on all Fire Department vehicles, cleaning and maintaining the station and the surrounding grounds, physical fitness, and job-related training as assigned. The Senior Firefighter spends a minimum of two hours each shift studying fire- and/or medical-related topics and two hours of physical fitness.

- The Senior Firefighter must be familiar with the buildings in the City, to include the location of the annunciator panel, FDC, standpipe connections, how to read the panel, and locate the activated alarm device.
- The Senior Firefighter spends a minimum of 2 hours each shift studying fire and/or medical related topics and 2 hours of physical fitness. Must maintain a high level of expertise in the use of all firefighting tools and equipment.
- Read and understand the Policies of the City of Black Hawk, the rules and regulations, and the Standard Operating Guidelines of the Department.
- Conducts studies and recommends, to his/her Fire Lieutenant new or different equipment, methods, and supplies that will most effectively and efficiently accomplish the goals of the Department in the most effective and efficient manner.
- Responds to alarms of fire or other emergencies and determines the resources needed.
- Attend department meetings and briefings relative to Fire Department operations and activities.
- Teach classes on a variety of subjects to other fire personnel and the Citizens of the Community.
- Answer general questions about the functions of the Fire Department.
- If approved by the Fire Chief, may assume the duties of the Lieutenant or Engineer in his/her absence, Acting Driver /Operator or Acting Company Officer.
- Performs other related duties as assigned.
SUPERVISORY RESPONSIBILITIES:
May supervise a junior member on calls, during station activities, and training. Answer general questions about the functions of the Fire Department.

MINIMUM QUALIFICATIONS
To perform this job successfully, the Senior Firefighter must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Knowledge of the principles, methods and techniques of modern firefighting.
- Knowledge of City of Black Hawk and the Fire Department organization, their policies, and procedures.
- Knowledge of the principles and practices of the organization.
- Ability to communicate effectively, both orally and in writing with a limited variety of people.
- Ability to be a team player, and to establish and maintain an effective and responsive working relationship with superiors and peers.
- Ability to research and prepare a report.
- Ability to analyze emergency situations and to adapt quickly, effectively, and professionally.
- Must be able to pass established written, oral, physical, medical, and psychological examinations.
- Must submit to fingerprinting and a detailed background investigation.

OTHER SKILLS AND ABILITIES
The Senior Firefighter must be self-motivated and able to work well with very little supervision. Must have the ability to establish and maintain effective working relationships with superiors, peers, and the general public.

EQUIPMENT USED
The Senior Firefighter shall be capable of using a multitude of equipment from basic hand tools to heavy motorized equipment. Most firefighting equipment is specialized and requires continuous training to maintain the skills needed to safely and effectively operate the equipment.

Examples of equipment are, but not limited to:
- Basic hand tools ranging from screwdrivers to fire axes and forcible entry tools.
- Power tools such as reciprocating saws, chain saws, drills, and hydraulic powered equipment.
- Specialized equipment such as generators, portable pumps, all types of ladders, extrication tools, gas and hazardous materials detectors, computers, radio communications equipment, and infrared cameras.
- This section only describes the range of Heavy equipment that Firefighters shall be proficient in using with safety to him or her and others as the number one priority.
• Firefighters are required to safely and effectively operate all of their associated equipment provided by the Black Hawk Fire Department at any time.

EDUCATION AND EXPERIENCE
The Fire Engineer shall be experienced in firefighting and EMS techniques. Additional education and training in the fire science/firefighting fields is highly desirable. Must have a general knowledge of rules, regulations, policies, and procedures of the Department.

- The Senior Firefighter must have a high school diploma or equivalency certificate.
- Must meet time in rank requirement of a minimum of two (2) years of experience as a firefighter with the City of Black Hawk. Must have successfully attained Vehicle extrication certification and completed the Wildland Firefighter II task book prior to promotion to this position. Must have successfully completed the Wildland Firefighter I (Squad Boss) course prior to promotion.

CERTIFICATES, LICENSES, REGISTRATIONS
- The Senior Firefighter must possess a valid Colorado Driver License with a good driving record.
- Must have and maintain at a minimum a State of Colorado Department of Public Health and Environment certification as an EMT-B, and current CPR certification.
- Must have and maintain all certifications as required for firefighters. Must successfully complete required NIMS course (IS 200) within 90 days of employment. Within 12 months must successfully complete certification for State of an American Heart Association Professional Rescuer CPR certification.
- Must have and maintain at a minimum a Colorado Division of Fire Prevention and Control Firefighter II certification.
- Must have and maintain at a minimum a Colorado Division of Fire Prevention and Control Hazardous Materials Operations certification.
- Must have and maintain at a minimum an NWCG Firefighter II Red Card Qualification certification.
- Must have and maintain at a minimum a Colorado Division of Fire Prevention and Control Driver Operator certification.
- Must have and maintain at a minimum NWCG Firefighter II Red Card Qualification certification.

COMMUNICATION SKILLS
The Senior Firefighter must have the ability to read, write, and understand written rules, regulations, policies, and standard operating guidelines. Must be able to read and interpret technical data from trade journals and textbooks. Must be able to respond to common inquiries or complaints from the general public. Must be able to convey important points of a size up by radio, and write necessary reports. Must have the ability to effectively present information to superiors, subordinates and the public.

REASONING ABILITY
Must have the ability to reason under stressful conditions. The Senior Firefighter must be logical under stressful situations and have the ability to define problems, collect data, establish facts, and draw valid conclusions. Must have the ability to interpret an extensive wide variety of technical instructions, error judgment or action could affect Citizen acceptance of the Fire Department and/or serious injuries including death.
The firefighter must have the ability to be logical under stressful conditions. The Firefighter must have the ability to define problems, collect data, establish facts, and draw valid conclusions. A firefighter must have the ability to interpret technical instructions to minimize an error in judgment, or any other action that could affect citizen acceptance of the fire department dealing with several abstract and/or to prevent serious injury or death concrete variables simultaneously.

PHYSICAL DEMANDS
The physical demands described here are representative of those that must be met by a Senior Firefighter to successfully perform the essential functions of this job.

- The Senior Firefighter is subject to high stress situations with little or no warning and may be involved for long periods of time.
- Could possibly come in contact with individuals who have contagious diseases.
- While performing the duties of this job, the employeeSenior Firefighter is regularly required to walk, run, and sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb and balance; stand, stoop, kneel, crouch, or crawl; talk and hear.
- The Senior Firefighter is frequently required to detect odors and distinguish colors.
- The Senior Firefighter must regularly lift and/or move more than 100 pounds.
- Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. Must successfully complete an NFPA 1582 compliant physical and the NWCG Arduous fitness test yearly.
- The Senior Firefighter must successfully complete a National Fire Protection Association 1582 compliant physical prior to employment.
- The Senior Firefighter must successfully complete a National Fire Protection Association 1582 compliant physical and the NWCG Work Capacity Test with an Arduous rating annually.

WORK ENVIRONMENT
The work environment characteristics described here are representative of those an employeeSenior Firefighter encounters while performing the essential functions of their job.

- While performing the duties of this job, the Senior Firefighter regularly works in a variety of outside weather conditions.
- Frequently works near moving mechanical parts and in highly precarious places.
- The Senior Firefighter is frequently exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extremes of heat and cold, and the risk of electrical shock---and high-noise environments.
- The Senior Firefighter frequently drives or is a passenger in large apparatus that may be operating under emergency conditions. The apparatus may be operated in adverse weather conditions. May be required to be seated for long periods of time. The noise level in the work environment may be high.
- The Senior Firefighter may be required to be seated for long periods of time.

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

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

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

Sign: __________________________ Date: ______________________
CITY OF BLACK HAWK
2019 Job Description

JOB TITLE: Fire Engineer
DEPARTMENT: Fire Department

REPORTS TO: Fire Lieutenant
EXEMPT: No

SALARY RANGE: $23.1343 – $30.0675 / HR

SUMMARY
The Fire Engineer under limited supervision drives and operates fire apparatus in addition to performing general firefighting duties. The Fire Engineer is required to remain prepared and ready to respond to all calls for assistance. The Fire Engineer inspects and performs routine maintenance of firefighting apparatus to ensure proper working condition. Studies city street maps, pre-fire plans, and other material preparatory to being called on an alarm. Requires a high degree of independent judgment, initiative and understanding of Fire Department policies, rules and regulations, and the overall goals of the organization. Must have an in-depth understanding of fire behavior, and response protocols. Must have the ability to understand complex orders and concepts, and be able to communicate the same. Must have a good understanding of machinery, preventative vehicle maintenance, and minor vehicle repair.

ESSENTIAL DUTIES AND RESPONSIBILITIES
The Fire Engineer is assigned to work a 48/96-hour shift schedule, and when not on an alarm is engaged in station work, which consists of preventative maintenance on all Fire Department vehicles, cleaning and maintaining the station and the surrounding grounds, physical fitness, and job-related training as assigned. The Fire Engineer spends a minimum of two hours each shift studying fire- and/or medical-related topics and two hours of physical fitness. Reasonable accommodations may be made to enable individuals with disabilities to perform job functions.

The Fire Engineer spends a minimum of 2 hours each shift studying fire and/or medical related topics and 2 hours of physical fitness. Must maintain a high level of expertise in the use of all firefighting tools and equipment.

- The Fire Engineer must be familiar with the buildings in the City, to include the location of the annunciator panel, FDC, standpipe connections, how to read the panel, and locate the activated alarm device.
- Must maintain a high level of expertise in the use of all firefighting tools and equipment.
- Read and understand the Policies of the City of Black Hawk, the rules and regulations, and the standard operating guidelines of the Department.
- Conducts studies and recommends, to his/her Fire Lieutenant new or different equipment, methods, and supplies to most effectively and efficiently accomplish the goals of the Department in the most effective and efficient manner.
- Responds to alarms of fire or other emergencies and determine the resources needed.
- Attend department meetings and briefings relative to Fire Department operations and activities.
• Teach classes on a variety of subjects to other fire personnel and the citizens of the community.
• Answer general questions about the functions of the Fire Department—and daily routine.
• If approved by the Fire Chief, may assume the duties of the Lieutenant in his/her absence.
• Performs other related duties as assigned.

SUPERVISORY RESPONSIBILITIES:
May supervise a junior member on calls, during station activities, and training. Answer general questions about the functions of the Fire Department, and daily routine.

MINIMUM QUALIFICATIONS
To perform this job successfully, an individual, the Fire Engineer, must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform job functions.

• Knowledge of the principles, methods and techniques of modern firefighting.
• Knowledge of City of Black Hawk and the Fire Departmental organization, their policies and procedures.
• Knowledge of the principles and practices of the organization.
• Ability to communicate effectively, both orally and in writing with a limited variety of people.
• Ability to be a team player, and to establish and maintain an effective and responsive working relationship with superiors and peers.
• Ability to research and prepare a report.
• Ability to analyze emergency situations and to adapt quickly, effectively, and professionally.
• Must be able to pass established written, oral, physical, medical, and psychological examinations.
• Must submit to fingerprinting and a detailed background investigation.

OTHER SKILLS AND ABILITIES
The Fire Engineer must be self-motivated and able to work well with very little supervision. Must have the ability to establish and maintain effective working relationships with superiors, peers, and the general public.

EQUIPMENT USED
The Fire Engineer shall be capable of using a multitude of equipment from basic hand tools to heavy motorized equipment. Most firefighting equipment is specialized and requires continuous training to maintain the skills needed to safely and effectively operate the equipment.

Examples of equipment are, but not limited to:
• Basic hand tools ranging from screwdrivers to fire axes and forcible entry tools.
• Power tools such as reciprocating saws, chain saws, drills, and hydraulic powered equipment.
Specialized equipment such as generators, portable pumps, all types of ladders, extrication tools, gas and hazardous materials detectors, computers, radio communications equipment, and infrared cameras.

Heavy equipment such as rescue vehicles, apparatus with pumps, fire engines, aerial ladder apparatus, trucks, and ambulances, including all of their associated equipment.

This section only describes the range of equipment that all Firefighters shall be proficient in using with safety to him or her and others as the number one priority.

Firefighters are required to safely and effectively operate all equipment provided by the Black Hawk Fire Department at any time.

**EDUCATION and EXPERIENCE**
The Fire Engineer must be experienced in firefighting and EMS techniques. Additional education and training in the fire science/firefighting fields is highly desirable. Must have a general knowledge of rules, regulations, policies, and procedures of the Department.

- Must have a high school diploma or equivalency certificate.
- Must have two (2) years’ experience as a Senior Firefighter/Fire Engineer with the City of Black Hawk Fire Department.
- Must be approved to function as an Acting Driver Operator at time of promotion.

**CERTIFICATES, LICENSES, REGISTRATIONS**
- The Engineer must possess a minimum of a valid Colorado Driver’s License with a good driving record.
- Must have and maintain at a minimum a State of Colorado Department of Public Health and Environment certification as an EMT-B, and current CPR certification.
- Must have and maintain a State of Colorado Division of Fire Prevention and Control Firefighter Engineer II certification.
- Must have and maintain at a minimum a Colorado Division of Fire Prevention and Control Hazardous Materials Operations certification.
- Must have and maintain at a minimum a Colorado Division of Fire Prevention and Control Driver Operator Pumper certification.
- Must have and maintain all certifications as required for Senior Firefighters, at a minimum NWCG Fire Engineer II Red Card Qualification.
- Must successfully complete required courses, have attended a NWCG S-211 training class.
- Must have NIMS course (IS-800) within 90 days certification.
- Must be approved to function as an Acting Driver Operator Fire Engineer to apply.
- Within six (6) months of promotion, must successfully complete S-211 (Wildland Pumpers) and State of Colorado Division of Fire Prevention and Control Driver Pump Operator – Aerial within 18 months certification.

**COMMUNICATION SKILLS**
The Fire Engineer must have the ability to read, write, and understand written rules, regulations, policies, and standard operating guidelines. Must be able to read and interpret
technical data from trade journals and textbooks. Must be able to respond to common inquiries or complaints from the general public. Must be able to convey important points of a size up by radio, and write necessary reports. Must and have the ability to effectively present information to superiors, subordinates, subordinates and the public.

REASONING ABILITY
Must The Fire Engineer must be logical under stressful situations and have the ability to reason under stressful conditions, the ability to define problems, collect data, establish facts, and draw valid conclusions. Must have the ability to interpret extensive wide variety of technical instructions, error judgment or action which could affect citizen acceptance of the Fire Department and/or serious injuries including death and deal with several abstract and concrete variables simultaneously.

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

- The Fire Engineer is subject to high stress situations with little or no warning and may be involved for long periods of time.
- Could possibly come in contact with individuals who have a contagious disease.
- While performing the duties of this job, the employeeFire Engineer is regularly required to walk, run, and sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb and balance; stand, stoop, kneel, crouch, or crawl; talk and hear.
- The Fire Engineer is frequently required to detect odors and distinguish colors.
- The Fire Engineer must regularly lift and/or move more than 100 pounds.
- Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. The Engineer must successfully complete an NFPA 1582 compliant physical and the NWCG Arduous fitness test yearly.
- The Fire Engineer must successfully complete a National Fire Protection Association 1582 compliant physical prior to employment.
- The Fire Engineer must successfully complete a National Fire Protection Association 1582 compliant physical and the NWCG Work Capacity Test with an Arduous rating annually.

WORK ENVIRONMENT
The work environment characteristics described here are representative of those an employee Fire Engineer encounters while performing the essential functions of their job.

- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the Fire Engineer regularly works in a variety of outside weather conditions.
- Frequently works near moving mechanical parts and in highly precarious places. The Engineer is
- Is frequently exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extremes of heat and cold, and the risk of electrical shock, and high-noise environments.
• The Fire Engineer frequently drives or is a passenger in large apparatus that may be operating under emergency conditions. The apparatus may be operated in adverse weather conditions. May be required to be seated for long periods of time. The noise level in the work environment may be high.
• The Fire Engineer may be required to be seated for long periods of time.

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

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

Sign: ___________________________ Date: ___________________________
The Fire Lieutenant performs managerial duties for the Department. Manages and supervises Firefighters on their shift by developing and coordinating activities. Reviews alarm and activity reports to assist the Fire Chief and Fire Captain in determining fire causes and identifying preventative strategies. Identifies training needs and educational activities to maintain and improve the professional skills of members assigned to his/her shift. Reads and studies trade journals, and other related data to keep abreast of the latest in firefighting methods and trends. Assist the Captain in coordinating, training, and educating all members of their shift. Requires a high degree of independent judgment, initiative, and understanding that must be exercised in interpreting and formulating orders, rules, regulations, and standard operating guidelines for the orderly operation of the Fire Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The Fire Lieutenant is assigned to a 48/96 shift schedule, and when not on an alarm is engaged in station work, which consists of preventative maintenance on all Fire Department vehicles, cleaning and maintaining the station and the surrounding grounds, physical fitness, and job-related training as assigned. The Fire Lieutenant spends a minimum of two hours each shift studying fire- and/or medical-related topics and two hours of physical fitness.

- Schedules and assigns subordinate personnel and equipment resources so the Department performs in an efficient and effective manner.
- Enforces Department rules, and regulations, and policies.
- Assists the Captain in conducting training sessions with fire personnel relating to firefighting, EMS techniques, new and revised policies and procedures, work methods, recent advances in technology, statutes, laws, City ordinances, and recognized national standards.
- Reviews and performs evaluations, both formal and informal, of subordinate personnel.
- Assists in the development of goals and objectives for subordinate personnel and the Department and promotes the goals of the Department.
- Works with the Captain on disciplinary actions and recommends appropriate actions as required.
- Participates in the development of the Fire Department budget. May be required to attend staff meetings and briefings relative to Departmental operations and activities. Prepares statistical and narrative reports relative to Department activities and operations and special assignments.
- Supervises and participates in fire and medical incidents. Analyzes incident activities and helps develop training to effect improvement in process and procedures.
- Maintains harmony among Firefighters on their shift and resolves grievances, adjusts errors, and complaints.
• Attends public meetings as a representative of the Fire Department, delivers speeches to
civic, school and other organizations. Maintains harmony.
• Performs other related duties as assigned.

SUPERVISORY RESPONSIBILITIES
The Fire Lieutenant supervises subordinate employees within the Fire Department. The Fire
Lieutenant carries out supervisory responsibilities in accordance with the department’s policies,
rules, and regulations to accomplish the organization’s goals and objectives. Responsibilities may
include: planning, assigning and directing work; appraising performance; recommending rewards
commendation and disciplinary measures regarding subordinates; developing remedial training to
address problem areas; addressing complaints and resolving problems.

MINIMUM QUALIFICATIONS
To perform this job successfully, the Fire Lieutenant must be able to perform each
essential duty satisfactorily. The requirements listed below are representative of the knowledge,
skill, and/or ability required.

• Knowledge of the principles, methods, and techniques of modern firefighting.
• Knowledge of City and Departmental organization, policies, and procedures.
• Knowledge of the principles and practices of organizational dynamics and administration.
• Ability to communicate effectively, both orally and in writing with a wide variety of people.
• Ability to be a team player and to establish and maintain an effective and responsive
working relationship with peers, Federal, State, County, and City officials, Civic leaders, and the
Community in general.
• Ability to plan, manage, supervise and evaluate the activities of personnel.
• Ability to analyze complex fire problems and to adopt quick, effective, and reasonable
courses of action.
• Ability to observe situations analytically and objectively and to record and report them
clearly and completely.
• Must be able to pass established written, oral, physical, medical, and psychological
examinations.
• Must submit to fingerprinting and to a detailed background investigation.
• Must be available on 24-hour callback, as well as handle supervisory, administrative, and
Fire Department business and problems by telephone during off-duty hours.

EDUCATION and/or EXPERIENCE
The Fire Lieutenant shall be experienced in firefighting and EMS techniques. Additional education
and training in the fire science/firefighting fields is highly desirable. Must have a general
knowledge of rules, regulations, policies, and procedures of the Department. Must meet time in
rank requirement of 7 years in the department with 5 years of a combined time as a Senior
Firefighter or Engineer to be eligible for hire including required previous certifications.

CERTIFICATES, LICENSES, REGISTRATIONS
Must possess a valid Colorado driver’s license with a good driving record. Must be certified by the
State of Colorado as a Firefighter II, Fire Instructor I, State of Colorado Fire Officer I and Fire
Inspector I. Must meet NIMS guidelines including ICS 300 certification. Must successfully
complete NWCG single resource (S230/S231) and Initial Attack Incident Commander (S200) within
1 year of hire. Must hold a valid State of Colorado EMT-B certificate.

LANGUAGE SKILLS
Ability to read, analyze, and interpret Fire Service texts, journals, incident reports, financial reports and legal documents. Ability to respond appropriately to common inquiries or complaints from the general public, citizens, fire agencies and regulatory agencies. Ability to effectively present information to the Fire Chief, Fire Department, Employees and Public Groups.

**REASONING ABILITY**
Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret extensive variety of technical instructions and deal with several abstract and concrete variables. Errors in judgment or action could affect citizen acceptance of the Fire Department and/or financial and legal consequences including the possible loss of life of Fire Fighters and or citizens.

**OTHER SKILLS AND ABILITIES**
Must have the ability to maintain discipline of subordinates. Must have the ability to establish and maintain effective working relationships with superiors, subordinates, fellow employees, and the general public.

**EQUIPMENT USED**
The Fire Lieutenant shall be capable of using a multitude of equipment from basic hand tools to heavy motorized equipment. Most firefighting equipment is specialized and requires continuous training to maintain the skills needed to safely and effectively operate the equipment.

Examples of equipment are, but not limited to:
- Basic hand tools ranging from screw-drivers to fire axes and forcible entry tools.
- Power tools such as reciprocating saws, chain saws, drills and hydraulic powered equipment.
- Specialized equipment such as generators, portable pumps, all types of ladders, extrication tools, gas and hazardous materials detectors, computers, radio communications equipment and infrared cameras.
- Heavy equipment such as rescue vehicles, fire engines, aerial ladder trucks, and ambulances including all of their associated equipment.

This section only describes the range of equipment that all Fire Lieutenants shall be proficient in using with safety to him or her and others as the number one priority.

**EDUCATION and/or EXPERIENCE**
The Fire Lieutenant shall be experienced in firefighting and EMS techniques. Additional education and training in the fire science and firefighting fields is highly desirable.
- Must have a general knowledge of rules, regulations, policies, and procedures of the Department.
- Must meet time in rank requirement of six (6) years in with four (4) years of a combined time as a Senior Firefighter and/or Engineer with the City of Black Hawk Fire Department.
- Must be approved to function as an Acting Company Officer at time of promotion.

**CERTIFICATES, LICENSES, REGISTRATIONS**
- Must possess a Colorado Driver's License with good driving record.
- Must have and maintain at a minimum a State of Colorado Department of Public Health and Environment certification as an EMT-B.
• Must have and maintain an American Heart Association Professional Rescuer CPR certification.
• Must have and maintain at a minimum a Colorado Division of Fire Prevention and Control Fire Officer I certification.
• Must have and maintain at a minimum a Colorado Division of Fire Prevention and Control Fire Instructor I certification.
• Must have and maintain at a minimum a Colorado Division of Fire Prevention and Control Fire Inspector I certification.
• Must have and maintain at a minimum a Colorado Division of Fire Prevention and Control Hazardous Materials Operations certification.
• Must have and maintain at a minimum a Colorado Division of Fire Prevention and Control Driver Operator Pumper certification.
• Must have and maintain at a minimum NWCG Firefighter II Red Card Qualification.
• Must have attended a NWCG S-200 training class.
• Must have ICS-300 certification.

COMMUNICATION SKILLS
The Fire Lieutenant must have the ability to read, analyze, and interpret fire service text, journals, incident reports, financial reports, and legal documents. Create written communication using correct grammar. Respond appropriately to common inquiries or complaints from the general public, citizens, fire agencies, and regulatory agencies. Must have ability to effectively present information to the Fire Chief, Fire Captain, Fire Department employees, and public groups.

REASONING ABILITY
The Fire Lieutenant must be logical under stressful situations and have the ability to define problems, collect data, establish facts, and draw valid conclusions. Interpret an extensive variety of technical instructions and deal with several abstract and concrete variables simultaneously.

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

• The Fire Lieutenant may be involved in subject to high stress situations with little or no warning and may be involved for long periods of time. Will frequently
• Could possibly come into physical contact with individuals who have or have been exposed to contagious diseases.
• While performing the duties of this job, the Fire Lieutenant is regularly required to walk, run, and sit. Use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb and balance; stand, stoop, kneel, crouch, or crawl; talk and hear.
• The Fire Lieutenant is frequently required to use all of his/her senses, including the sense of smell, detect odors and distinguish colors.

• The Fire Lieutenant must regularly lift and/or move more than 100 pounds.
• Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Must
• The Fire Lieutenant must successfully complete an NFPA a National Fire Protection Association 1582 compliant physical and the NWCG Work Capacity Test with an Arduous fitness test yearly rating annually.
WORK ENVIRONMENT
The work environment characteristics described here are representative of those an employee a Fire Lieutenant encounters while performing the essential functions of thisthehir job.
- While performing the duties of this job, the Fire Lieutenant regularly works in a variety of outside weather conditions.
- Frequently works near moving mechanical parts and in high precarious places.
- Is frequently exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extremes of heat and cold, the risk of electrical shock, and high-noise environments.
- The Fire Lieutenant frequently drives or is a passenger in a motor vehicle. May large apparatus that may be operating under emergency conditions. The apparatus may be operated in adverse weather conditions.
- The Fire Lieutenant may be required to be seated for long periods of time. May operate the motor vehicle in adverse weather conditions.

The noise level in the work environment will range from moderate to high.

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

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

Sign: ___________________________ Date: ___________________________
CITY OF BLACK HAWK
2019 Job Description

JOB TITLE: Fire Captain
DEPARTMENT: Fire
REPORTS TO: Fire Chief
EXEMPT: No

SALARY RANGE: $99,267 - $129,047 / Annual

SUMMARY
The Fire Captain performs administrative and managerial duties for the Fire Department. Assists the Fire Chief in the execution of his/her duties and may assume the role of Fire Chief in his/her absence. Manages and supervises Lieutenants and Firefighters on his/her shift by developing and coordinating their activities. Conducts annual fire inspections with his/her shift. Reviews alarm and activity reports to assist the Fire Chief in determining fire causes and identifying preventative strategies. Identifies training needs and educational activities to maintain and improve professional skills of members assigned to his/her shift. Reads and studies trade journals and other related data to keep abreast of the latest in firefighting methods and trends. Coordinates training and education, and assists the Lieutenant in training all members of their shift. Requires a high degree of independent judgment, initiative, and understanding that must be exercised in interpreting and formulating orders, rules and regulations, and Standard Operating Guidelines for the orderly operation of the Fire Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES
The Fire Captain is assigned to a 48/96 shift schedule, and when not on an alarm is engaged in station work, which consists of preventative maintenance on all Fire Department vehicles, cleaning and maintaining the station and the surrounding grounds, physical fitness, and job-related training as assigned. The Fire Captain spends a minimum of two hours each shift studying fire- and/or medic-related topics and two hours of physical fitness.

- Plans, organizes, coordinates, and manages the operations of uniformed personnel.
- Schedule and assign subordinate personnel and equipment resources so the Department performs in an efficient and effective manner.
- Enforces Department rules and regulations and policies.
- Conducts training sessions with personnel relating to firefighting, EMS techniques, new and revised policies and procedures, work methods, recent advances in technology, statutes, laws, city ordinances, and recognized national standards.
- Review requests for training and education outside the Department and make recommendations to the Chief.
- Perform evaluations, both formal and informal, of subordinate personnel.
- Assists in the development of goals and objectives for subordinate personnel and the Department and promotes the Mission and Vision Statements of the Department.
- Works with the Chief on disciplinary actions and recommends appropriate actions required.
- Participates in the development of the Fire Department budget.
- Attends staff meetings and briefings relative to departmental operations and activities.
- Prepares statistical and narrative reports relative to departmental activities and operations, and special assignments.
- Supervises and participates in fire and medical incidents.
• Analyzes incident activities and helps develop training to effect improvement in process and procedures.
• Attends public meetings as a representative of the Fire Department, delivers speeches to civic, school, and other organizations.
• Maintains harmony among Fire Fighters on his/her shift and resolves grievances, adjusts errors, and complaints.
• Assist subordinates in performing duties, developing career track, and advises subordinates on training and educational opportunities available to attain their goals.
• Functions as the designated Safety Officer for assigned shift.
• Performs other related duties as assigned.

SUPERVISORY RESPONSIBILITIES
Manages subordinate employees in accordance with Department’s policies, rules, and regulations to accomplish the organization’s goals and objectives. Responsibilities may include: planning, assigning, and directing work; appraising performance; recommending rewards and disciplinary measures regarding subordinates; developing remedial training to address problem areas; addressing complaints and resolving problems.

MINIMUM QUALIFICATIONS
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

• Knowledge of the principles, methods, and techniques of modern firefighting.
• Knowledge of City and Department organization, policies, and procedures.
• Knowledge of the principles and practices of organizational dynamics and administration.
• Ability to communicate effectively, both orally and in writing with a wide variety of people.
• Ability to plan, manage, supervise, and evaluate the activities of personnel.
• Ability to analyze complex problems and to adopt quick, effective, and reasonable courses of action.
• Ability to observe situations analytically and objectively and to record and report them clearly and completely.
• Must be able to pass established written, oral, physical, medical and psychological examinations.
• Must submit to fingerprinting and to a detailed background investigation.
• Must be available on 24-hour callback, as well as handle supervisory, administrative and Fire Department business and problems by telephone during off-duty hours.

EDUCATION AND EXPERIENCE
The Fire Captain shall be experienced in firefighting and EMS techniques. An Associate’s Degree in a fire or business related field is required within 24 months of hire. Successful completion of the Denver University Professional Leadership Certificate program or an equivalent may be substituted for the Associates Degree at the Fire Captain.
Chief’s discretion. Additional education and training in the Fire Science and Management Science fields is highly desirable. Must meet time in rank requirement of a minimum of 5 years as a fire lieutenant and completed all certification requirements for Lieutenant to be eligible for hiring.

CERTIFICATES, LICENSES, REGISTRATIONS:
Must possess a valid Colorado Driver’s License with a good driving record. Must be certified by the State of Colorado as a Fire Officer 2 and Fire Inspector 2. Must meet NIMS requirements for the position to include ICS 400. Must complete the additional required NIMS courses that accompany ICS 400 within 90 days of completion of ICS 400. Must hold a valid State of Colorado EMT-B certificate. Must be CPR certified.

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

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

OTHER SKILLS AND ABILITIES
Must have the ability to maintain discipline of subordinates. Must have the ability to establish and maintain effective working relationships with superiors, subordinates, fellow employees, and the general public.

EQUIPMENT USED
The Fire Captain shall be capable of using a multitude of equipment from basic hand tools to heavy motorized equipment. Most firefighting equipment is specialized and requires continuous training to maintain the skills needed to safely and effectively operate the equipment.

Examples of equipment are, but not limited to:
- Basic hand tools ranging from screw-drivers to fire axes and forcible entry tools.
- Power tools such as reciprocating saws, chain saws, drills, and hydraulic powered equipment.
- Specialized equipment such as generators, portable pumps, all types of ladders, extrication tools, gas and hazardous materials detectors, computers, radio communications equipment, and infrared cameras.
- Heavy equipment such as rescue vehicles, fire engines, aerial ladder trucks, and ambulances including all of their associated equipment.

EDUCATION AND EXPERIENCE
The Fire Captain shall be experienced in firefighting and EMS techniques. Additional education and training in the fire science and management science fields is highly desirable.
• Effective January 1, 2022, an Associate’s Degree in fire science or closely related field, or 60 documented credit hours is required at time of promotion.
• Must have a general knowledge of rules, regulations, policies, and procedures of the Department.
• Must meet time in rank requirement of a minimum of two (2) years as a Fire Lieutenant with the City of Black Hawk Fire Department.
• Must be approved to function as an Acting Shift Commander at time of promotion.

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CERTIFICATES, LICENSES, REGISTRATIONS

Must be available on 24-hour callback, as well as handle supervisory, administrative and Fire Department business and problems by telephone during off-duty hours.

This section only describes the range of equipment that all Fire Captains shall be proficient in using with safety to him or her and others as the number one priority.

• Must possess a Colorado Driver’s License with good driving record.
• Must have and maintain at a minimum a State of Colorado Department of Public Health and Environment certification as an EMT-B.
• Must have and maintain an American Heart Association Professional Rescuer CPR certification.
• Must have and maintain at a minimum a Colorado Division of Fire Prevention and Control Fire Officer II certification.
• Must have and maintain at a minimum a Colorado Division of Fire Prevention and Control Fire Instructor I certification.
• Must have and maintain at a minimum a Colorado Division of Fire Prevention and Control Fire Inspector II certification.
• Must have and maintain at a minimum a Colorado Division of Fire Prevention and Control Hazardous Materials Operations certification.
• Must have and maintain at a minimum NWCG Firefighter II Red Card Qualification.
• Must have ICS-400 certification.

COMMUNICATION SKILLS

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

REASONING ABILITY:

The Fire Captain must be logical under stressful situations and have the ability to define problems, collect data, establish facts, and draw valid conclusions. Interpret an extensive wide variety of technical instructions and deal with several abstract and concrete variables simultaneously.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee a Fire Captain to successfully perform the essential functions of this job.
• The Fire Captain may be involved in high stress situations with little or no warning and may be involved for long periods of time. Will frequently
• Could possibly come into physical contact with individuals who have or have been exposed to contagious diseases.
• While performing the duties of this job, the Fire Captain is regularly required to walk, run, and sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stand, stoop, kneel, crouch, or crawl; talk and hear.
• The Fire Captain is frequently required to use the sense of smell, detect odors and distinguish colors.
• The Fire Captain must regularly lift and/or move more than 100 pounds.
• Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Must
• The Fire Captain must successfully complete an NFPA National Fire Protection Association 1582 compliant physical and the NWCG Work Capacity Test with an Arduous fitness test yearly rating annually.

WORK ENVIRONMENT
The work environment characteristics described here are representative of those an employee—a Fire Captain encounters while performing the essential functions of their job.
• Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
• While performing the duties of this job, the Fire Captain regularly works in a variety of outside weather conditions.
• Frequently works near moving mechanical parts and in high precarious places.
• Is frequently exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extremes of heat and cold, the risk of electrical shock, and high-noise environments.
• The Fire Captain frequently drives or is a passenger in a motor vehicle. May large apparatus that may be operating under emergency conditions. The apparatus may be operated in adverse weather conditions.
• The Fire Captain may be required to be seated for long periods of time. May drive the motor vehicle in adverse weather conditions.

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

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

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

Sign: __________________________ Date: __________________________
CITY OF BLACK HAWK
2019 Job Description

JOB TITLE: Fire Inspector
DEPARTMENT: Fire
REPORTS TO: Fire Chief
EXEMPT: No
SALARY RANGE: $33.2611 to $43.2394 / HR

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

Fire Inspector 08/2019 1
64 of 156
• Assist with community risk reduction presentations and programs as needed.
• Performs other related duties as assigned.

SUPERVISORY RESPONSIBILITIES
• None

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

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

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

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

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

CERTIFICATES, LICENSES, REGISTRATIONS:
• Valid Colorado Driver’s License required with a good driving record.
• LANGUAGE Must be certified by the Colorado Division of Fire Prevention’s and Control as a Fire Inspector I.
• Must attain and maintain certification as a Colorado Division of Fire Prevention and Control Fire Inspector III within one year of hire.
• Must have NIMS IS-100 and IS-700 certifications.
• Must have and maintain an American Heart Association Professional Rescuer CPR certification.

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

**REASONING ABILITY:**
The Fire Inspector must be logical under stressful situations and have the ability to define problems, collect data, establish fact and draw valid conclusions. Interpret a wide variety of technical instructions and deal with several abstract and concrete variables simultaneously.

**CERTIFICATES, LICENSES, REGISTRATIONS:**
Valid Colorado Driver’s License required with a good driving record.
Must be certified by the State of Colorado as a Fire Inspector I.
Must attain the Fire Suppression System Inspector and Plans Examiner certifications within 1 year.
Must meet NIMS requirements for the position and CPR certified within 90 days of employment.

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

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

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

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

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

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

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

I have read and fully understand the duties of the job description.
CITY OF BLACK HAWK
2019 Job Description

JOB TITLE: Police Recruit  DEPARTMENT: Police Department
REPORTS TO: Operations Commander  EXEMPT: No

SALARY RANGE: $28.5596 TO $37.1278 / HR

SUMMARY
The Police Recruit is a non-sworn position within the Black Hawk Police Department. The purpose of the position is to prepare a non-certified applicant to receive the necessary training and education to become a prospective Police Officer.

The Police Academy prepares the recruit to become an entry-level law enforcement officer in the State of Colorado. Employees in this classification perform practical skills and simulated activities that complement the classroom instruction.

SUPERVISION RECEIVED
Police Cadets report to the operations commander and provide ongoing status reports, such as grades, practical exams, and other related progress reports as they become available.

EXAMPLES OF DUTIES
Cadets are to attend all required courses at the Police Academy. While at the Police Academy, Cadets are supervised by Academy Staff and required to perform any related duties the Academy deems necessary. Cadets are required to complete and achieve a passing score on all of the required courses at the Academy. Examples of content are listed below:

- Introduction to Law Enforcement
- Colorado Revised Statutes and Case Law
- Interactions in a Diverse Community
- Interacts with other jurisdictions, law enforcement agencies and courts of law
- Interviewing and Report Writing
- Fundamentals of Patrol
- Criminal Investigations
- Crime scene protection and preservation
- Courtroom Testimony
- Critical Incidents
- Traffic Stops
- DUI Traffic Stops
- Traffic Investigations
- Criminal Justice Firearms
- Criminal Justice Defensive Tactics
- Emergency Vehicle Operations
- Works a varying schedule and/or shift
- Performs other duties as assigned
MINIMUM QUALIFICATIONS

- High school diploma or GED; supplemented by completing the following hiring requirements:
- Must complete Police Officer Forecaster.
- Must successfully pass an Oral Board interview for position of Police Officer.
- Must pass a thorough background investigation, including but not limited to, a polygraph examination, psychological assessment, and statement from a credit-reporting bureau.
- Must pass a Physical and Drug Test.
- Must not have a record of conviction for serious misdemeanors or felony crimes.
- During the Academy, police cadets are expected to follow all types of safety rules and use provided safety equipment to include but not limited to seat belts, body armor, safety glasses, ear protection, etc.

LICENSING/CERTIFICATION REQUIREMENTS

- Upon successful completion of the assigned POST academy training, must successfully pass the POST Certification Examination
- Valid Colorado Driver's License

SPECIAL REQUIREMENTS

- U.S. citizenship
- Age 21 or higher
- Good driving record
- Clean criminal record

COMMENTS

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

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

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

Sign: ________________________________ Date: _____________________________
COUNCIL BILL 28
ORDINANCE 2019-28
A BILL FOR AN
ORDINANCE AMENDING
ARTICLE XVIII OF
CHAPTER 6 OF THE
BLACK HAWK
MUNICIPAL CODE
REGARDING RETAIL
MARIJUANA
ESTABLISHMENTS
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB28
ORDINANCE NUMBER: 2019-28

TITLE: A BILL FOR AN ORDINANCE AMENDING ARTICLE XVIII OF CHAPTER 6 OF THE BLACK HAWK MUNICIPAL CODE REGARDING RETAIL MARIJUANA ESTABLISHMENTS

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

Section 1. Section 6-555, subsection (a) of the City of Black Hawk Municipal Code is amended by the addition of a new definition to read as follows:

Sec. 6-555. Definitions

(a) For purposes of this Article, the following terms shall have the following meanings.

* * *

Controlling Beneficial Owner shall have the same meaning as provided in the Colorado Retail Marijuana Code and any rules and regulations that may be promulgated by the Colorado Department of Revenue.

Section 2. Section 6-564, subsection (a) of the City of Black Hawk Municipal Code is amended by the deletion of subsections (a)(8) through (a)(10), and the remainder of subsection (a) is renumbered accordingly.

Section 3. Section 6-564, subsection (b) of the City of Black Hawk Municipal Code is amended by the deletion of subsection (b)(3), and the remainder of subsection (b) is renumbered accordingly.

Section 4. Section 6-570, subsection (b) of the City of Black Hawk Municipal Code is hereby amended to read as follows:

Sec. 6-570. Change in manager; change in financial interest.

(b) Each licensee shall report in writing to the local licensing authority any change in the license holder’s Controlling Beneficial Owner(s) within forty-five (45) days of the transfer or change. of financial interest in the license holder or in the retail marijuana store that is the subject of the license. Such report must be filed with the local licensing authority within thirty (30) days after any such transfer.
or change. A report shall be required for any transfer of the capital stock of a public corporation totaling more than ten percent (10%) of the stock in any one (1) year, as well as any transfer of a controlling interest in the corporation whenever a sufficient number of shares have been transferred to effectuate the transfer of a controlling interest. No person having or acquiring a financial interest in the retail marijuana store that is the subject of a license shall be a person who has discharged a sentence for a felony conviction within the past five (5) years, or who has been convicted of a felony for drug possession, distribution or use, unless such felony drug charge was based on possession or use of marijuana or marijuana concentrate that would not be a felony if the person were convicted of the offence on the date he or she applied for the license.

Section 5. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

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

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

READ, PASSED AND ORDERED POSTED this 11th day of December, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Article XVIII of Chapter 6 Municipal Code Amendment

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Council Bill 28, A Bill for an Ordinance Amending Article XVIII of Chapter 6 of the Black Hawk Municipal Code Regarding Retail Marijuana Establishments

AGENDA DATE: December 11, 2019

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: N/A

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner, CMC  Stephen N. Cole
City Clerk/Administrative Services Director  City Manager
COUNCIL BILL 29
ORDINANCE 2019-29
A BILL FOR AN
ORDINANCE AMENDING
SECTION 11-2 OF THE
BLACK HAWK
MUNICIPAL CODE TO
CLARIFY
RESPONSIBILITY FOR
SIDEWALK
MAINTENANCE
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

COUNCIL BILL NUMBER: CB29  
ORDINANCE NUMBER: 2019-29  

TITLE:  A BILL FOR AN ORDINANCE AMENDING SECTION 11-2 OF THE BLACK HAWK MUNICIPAL CODE TO CLARIFY RESPONSIBILITY FOR SIDEWALK MAINTENANCE  

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

Section 1.  Section 11-2 of the City of Black Hawk Municipal Code is amended to read as follows:  

Sec. 11-2. Removal of snow and ice from sidewalks; maintenance responsibility.  

(a) Every person in charge of or in control of any building or lot of land within the City fronting or abutting on a sidewalk, whether as owner, tenant, occupant or otherwise, shall remove and clear away, or cause to be removed and cleared away, snow and ice from the portion of any sidewalk that fronts or abuts any building or lot of land, within six (6) hours after the cessation of any snowfall. In the event that ice is present on the sidewalk which cannot be safely removed without damaging the sidewalk, the person or entity charged with the snow removal shall put sand or other abrasive material on the sidewalk to make travel thereon reasonably safe, and shall clean such sand or abrasive material from the sidewalk as soon as weather permits.  

(b) For purposes of this Section 11-2 and Article I of Chapter 11, the maintenance responsibility of the owner, tenant, occupant or otherwise, including removal of snow and ice shall be as follows:  

(1) From the back of curb both horizontally and vertically to the building shall be the responsibility of the owner, tenant, occupant or otherwise;  

(2) If a wall or other building structure including drainage appurtenances such as a roof drain or a sidewalk chase is located on or within the curb, the owner, tenant, occupant or otherwise shall maintain such curb, including the gutter thereon;  

(3) Any non-standard curb in terms of either height or width, and any ramp or stairway extending to the gutter shall be maintained by the owner, tenant, occupant, or otherwise;
(4) The horizontal surface of any drainage inlet within a sidewalk shall be maintained by the owner, tenant or occupant;

(5) Regardless of location relative to the back of curb, the City shall not be responsible for any area of the right-of-way in which a property owner has installed heated facilities in any such area; and

(6) The City shall be responsible for any gutters and drainage facilities within the public right-of-way that are not located within the area of responsibility of the owner, tenant, occupant or otherwise as set forth in this Section 11-2.

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

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

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

READ, PASSED AND ORDERED POSTED this 11th day of December, 2019.

__________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Section 11-2 Municipal Code Amendment

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Council Bill 29, A Bill for an Ordinance Amending Section 11-2 of the Black Hawk Municipal Code to Clarity Responsibility for Sidewalk Maintenance

AGENDA DATE: December 11, 2019

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: N/A

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: Reviewed By:

Melissa A. Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole
City Manager
COUNCIL BILL 30
ORDINANCE 2019-30
AN ORDINANCE APPROVING AN
INTERGOVERNMENTAL
AGREEMENT BETWEEN THE
CITY OF BLACK HAWK AND
TIMBERLINE FIRE PROTECTION
DISTRICT FOR THE
COMPLETION OF FIRE
INSPECTIONS, PLAN REVIEW,
AND LIFE SAFETY SYSTEM
TESTING BY THE BLACK HAWK
FIRE DEPARTMENT’S FIRE
INSPECTOR WITHIN THE
JURISDICTIONAL BOUNDARIES
OF THE TIMBERLINE FIRE
PROTECTION DISTRICT
TITLE:  AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND TIMBERLINE FIRE PROTECTION DISTRICT FOR THE COMPLETION OF FIRE INSPECTIONS, PLAN REVIEW, AND LIFE SAFETY SYSTEM TESTING BY THE BLACK HAWK FIRE DEPARTMENT’S FIRE INSPECTOR WITHIN THE JURISDICTIONAL BOUNDARIES OF THE TIMBERLINE FIRE PROTECTION DISTRICT

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

Section 1.  The City of Black Hawk hereby approves the Intergovernmental Agreement between the City of Black Hawk and Timberline Fire Protection District for the completion of fire inspections, plan review, and life safety system testing by the Black Hawk Fire Department’s Fire Inspector within the jurisdictional boundaries of the Timberline Fire Protection District, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

Section 2.  Safety Clause.  The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare.  The 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 11th day of December, 2019.

___________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Intergovernmental Agreement between the City of Black Hawk Fire Department and the Timberline Fire Protection District for the completion of fire inspections, plan review, and life safety system testing by the Black Hawk Fire Department’s Fire Inspector within the jurisdictional boundaries of the Timberline Fire Protection District.

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

MOTION TO APPROVE (or deny, etc.) Ordinance 2019-30, an Ordinance approving an Intergovernmental Agreement between the City of Black Hawk and Timberline Fire Protection District for the completion of Fire Inspections, Plan Review, and Life Safety System Testing by the Black Hawk Fire Department’s Fire Inspector within the jurisdictional boundaries of the Timberline Fire Protection District.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Currently, the Black Hawk Fire Department Fire Inspector is assisting the Timberline Fire Protection District by conducting fire and life safety plan review, fire inspections, and system testing under a verbal agreement between previous agency management. This is rooted in Timberline’s limited staffing and the lack of a fire inspector certified to perform the above-mentioned functions.

This proposed intergovernmental agreement is intended to formalize the agreement between the two agencies. Additionally, it aims to establish fees, based on the current version of the City of Black Hawk Fee Schedule, at time of inspection, to be paid to the City of Black Hawk Fire Department by the Timberline Fire Protection District.

AGENDA DATE: December 11, 2019

FUNDING SOURCE: Not Applicable

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Christopher Woolley, Fire Chief

DOCUMENTS ATTACHED: IGA

RECORD: [ ] Yes [ ] No

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

SUBMITTED BY: Christopher Woolley, Fire Chief

REVIEWED BY: Stephen N. Cole, City Manager
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made as of the __ day of ____________, 2019, by and between the City of Black Hawk, a Colorado home rule municipal corporation ("City"), and Timberline Fire Protection District, a Colorado special district organized pursuant to Title 32 of the Colorado Revised Statutes (the "District").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. **Inspections.** The City shall conduct fire inspections, plan reviews, and life safety system testing on behalf of the District when requested to do so by the District. Such inspections, plan review and life safety system testing shall be conducted by a City fire inspector certified to perform such functions.

2. **Payment of City Fees.** The District shall pay to the City the fees set forth in the City of Black Hawk Fee Schedule, as the same may be amended from time to time. The District shall be responsible for the payment of such fees to the City, regardless of whether the District is reimbursed for such fees by the person or entity seeking such fire inspections, plan reviews, or life safety system testing.

3. **Authority of City Employees.** The powers, rights, privileges and immunities of any employee of the City is and shall be extended to and within the territorial limits of the District while such employee of the City is in the course of providing services pursuant to this Agreement, including while traveling directly to and from the jurisdiction of the District.

4. **City Employees.** When providing services pursuant to this Agreement, a City employee shall not be considered for any purpose to be an employee of the District. All employment rights, compensation and benefits shall be the responsibility of the Agency City, subject to the payment of City fees in accordance with Section 2 of this Agreement.

5. **Insurance.** The City and the District shall maintain a liability policy for personal injury, including death, and for property damage, covering the actions of each party pursuant to this Agreement, in amounts no less than the current limits set forth n the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. (the "CGIA"), as the same may be amended from time to time.

6. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City or the District, its officials, employees, contractors or agents, or any other person acting on behalf of either party and, in particular, governmental immunity afforded or available pursuant to the CGIA.

7. **Termination.** Both the City and the District may withdraw from this Agreement at any time upon written notice to the other party.
8. Assignment. Neither this Agreement, nor any of a Party’s rights, obligations, duties or authority hereunder, may be assigned in whole or in part.

9. Relationship of Parties. This Agreement does not and shall not be construed as creating a relationship of joint venturers, partners, or employer-employee between the Parties.

10. Modification. This Agreement may be modified, amended, changed or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by the Parties. No consent of any third party shall be required for the negotiation and execution of any such agreement.

11. Severability. In the event any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner, the legality of the remaining provisions of this Agreement, and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

12. Jurisdiction. This Agreement is made in and subject to the laws of the State of Colorado. Any disputes shall be brought in the District Court in and for the County of Gilpin, State of Colorado.

13. No Third Party Beneficiaries. The benefits and burdens of the Agreement shall inure solely to the Parties. There are no third-party beneficiaries of this Agreement.

14. Notice. Any notice or demand under which the terms of this Agreement and under any statute must or may be given or made by the City or the District shall be in writing and shall be given or made by personal service, first-class mail, or by certified or registered mail to the parties:

City of Black Hawk
Attn: City Manager
P.O. Box 68
201 Selak
Black Hawk, CO 80422

Timberline Fire Protection District
Attn: [Insert Address]

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received 1 day after hand delivery or 3 days after mailing. Either Party by written notice so provided, may change the address to which future notices shall be sent.

15. No Personal or Contractual Liability. No elected official, director, officer, agent or employee of the City or the District shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof, or because of his or her execution or approval of this Agreement.
WHEREFORE, the Parties have executed this Agreement on the day and year first written above.

CITY OF BLACK HAWK

David D. Spellman
Mayor, City of Black Hawk

ATTEST:

Melissa A. Greiner, CMC, City Clerk

TIMBERLINE FIRE PROTECTION DISTRICT

By:

ATTEST:
COUNCIL BILL 31
ORDINANCE 2019-31
AN ORDINANCE
APPROVING THE
INTERGOVERNMENTAL
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND THE GILPIN
AMBULANCE AUTHORITY
REGARDING
MAINTENANCE OF THE
AUTHORITY'S
AMBULANCES
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB31

ORDINANCE NUMBER: 2019-31

TITLE: AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE GILPIN AMBULANCE AUTHORITY REGARDING MAINTENANCE OF THE AUTHORITY'S AMBULANCES

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

Section 1. The Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority, attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

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

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

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

READ, PASSED AND ORDERED POSTED this 11th day of December, 2019.

_______________________________  
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Approve Council Bill 31-2019, an Ordinance authorizing the execution of the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority regarding fleet maintenance services for 2020.

RECOMMENDATION:
If City Council chooses to approve Council Bill 31-2019, an Ordinance approving the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority, the recommended motion is as follows: “Approve Council Bill 31-2019, an Ordinance approving the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority regarding maintenance of the Authority’s ambulances.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City provides fleet maintenance for the Gilpin Ambulance Authority. The Authority utilizes the City Fleet Maintenance Department for all of their routine service as it is convenient and cost effective. An informal survey of in town shops was conducted to verify our hourly rate was extremely competitive. The Fleet rate is set at $105/hour billed in full one hour increments. All parts are invoiced to the Authority at cost.

FUNDING SOURCE: 010-3103-431-47-12 Gilpin Ambulance Repairs

WORKSHOP DATE: December 11, 2019

ORIGINATED BY: Tom Isbester

STAFF PERSON RESPONSIBLE: Tom Isbester/Steve Jackson

PROJECT COMPLETION DATE: December 31, 2020

DOCUMENTS ATTACHED: IGA

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

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director Stephen N. Cole, City Manager
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this ________ day of ______________, 2019, by and between the CITY OF BLACK HAWK, a home rule municipality of the State of Colorado ("Black Hawk"), and Gilpin Ambulance Authority, a body corporate and politic of the State of Colorado (the "Authority").

W I T N E S S E T H

WHEREAS, the Authority desires to have maintenance service available from Black Hawk to assist in providing ambulance maintenance services;

WHEREAS, Black Hawk has a maintenance facility (the “Shop”), and has a staff of mechanics to provide maintenance services for Black Hawk vehicles; and

WHEREAS, Black Hawk is willing to make the Shop and staff of mechanics available to the Authority to provide maintenance services for vehicles used by the Authority, all subject to the terms and conditions herein below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. Scope of Work and Consideration.

   a. Black Hawk shall furnish all labor, materials, equipment and maintenance necessary to service the Authority's vehicles, as the same are identified by the Authority from time to time (the "Authority's Vehicles"). In consideration for servicing the Authority's Vehicles, the Authority shall pay Black Hawk at a rate of One Hundred Five Dollars ($105.00) per hour billed in full one-hour increments for labor and associated administrative costs, plus reimbursement for the actual cost of parts.

   b. Black Hawk shall perform the basic service functions identified in Exhibit A, attached hereto and incorporated herein by this reference (the "Maintenance Services"). The hours of operation of the staff of mechanics shall typically be Monday through Friday from 7:00 a.m. until 3:30 p.m., excluding City of Black Hawk holidays.

2. Use of Personnel. Black Hawk shall employ a full-time staff of mechanics to provide vehicle maintenance services at the Shop. The staff of mechanics shall make themselves available, as needed, following maintenance of Black Hawk vehicles, for maintenance and repair of the Authority’s vehicles as more particularly set forth in Section 4.c. of this Agreement.

3. Personnel are Black Hawk Employees. The staff of mechanics shall at all times be Black Hawk employees. Black Hawk shall pay all insurance, worker’s compensation, and other Black Hawk benefits to such employees. The staff of mechanic’s shall be under the supervision and control of Black Hawk. The Authority shall report performance problems to the Public Works Director.
4. **City Liaisons; Priority of Work.**

   a. The Authority and Black Hawk shall each establish one (1) person to be the liaison between the Authority and Black Hawk regarding the services required pursuant to Section 1 of this Agreement. The liaisons shall communicate directly with each other regarding necessary work pursuant to this Agreement. The Authority hereby identifies its liaison as its Executive Director. Black Hawk hereby identifies its liaison to be its Fleet Maintenance Supervisor.

   b. The Authority shall be responsible for bringing the vehicle to Black Hawk’s maintenance facility and picking the vehicle up from Black Hawk’s facility when the Maintenance Services have been completed. The Authority's liaison shall further be responsible for making an appointment for service, which appointment shall include the work needed and the Authority's desired time frame for completion of the work. There is no guarantee that indoor storage of vehicles will be available or provided when the vehicles are delivered to Black Hawk’s facility for maintenance. In the event the Black Hawk shop is unable to provide the indoor storage of vehicles, Black Hawk’s liaison shall make reasonable efforts to notify the Authority’s representative that indoor storage is not available. The Authority shall ensure that all items subject to freezing have been removed from the vehicle when it is delivered.

   c. Black Hawk shall use its best efforts to complete work under this agreement in a timely manner. However, Black Hawk vehicles shall have priority over the Authority's Vehicles for which Maintenance Services are performed pursuant to this Agreement. Moreover, Black Hawk's liaison shall determine the priority of servicing all vehicles at his sole discretion. The Authority may identify if it deems work to be in the nature of an emergency, and Black Hawk shall use its best efforts to complete any such work as quickly as practicable under the circumstances.

   d. For purposes of inventory control, Black Hawk shall be solely responsible for obtaining any necessary parts (including tires) to perform the Fleet Maintenance Services. The Authority shall not order any parts separately for Maintenance Services. All parts removed (including tires) shall remain the property of the City of Black Hawk and shall be disposed of in a manner consistent with other similar parts.

   e. The Authority's liaison shall be responsible for notifying Black Hawk's liaison of any hazardous materials not evident from the nature of the services being provided pursuant to this Agreement, including, by way of example, blood, urine, or other materials not used in the standard functioning and maintenance of an ambulance.

5. **Shop; Maintenance; Utilities.** Black Hawk shall maintain the Shop and shall pay for such utilities (such as heat, power, and water) as may be required under such lease at no cost to the Authority. Black Hawk shall acquire and maintain all permits or approvals required for the Shop. Black Hawk shall handle hazardous materials and dispose of hazardous wastes from the Shop in compliance with applicable law.

6. **Tools and Special Tools.** Black Hawk shall provide all tools and equipment
needed for Maintenance Services for the Shop at Black Hawk's expense. The staff of mechanics may use such tools and equipment for maintenance of the Authority's Vehicles.

7. **Extraordinary Maintenance.** In the event maintenance services are required for the Authority's Vehicles that cannot be completed in the Shop by the staff of mechanics in the desired time frame either because they are not identified in Exhibit A, or due to other shop priorities the Authority and the City shall determine by mutual consent how best to provide such services outside the scope of this Agreement. The City liaison will make reasonable efforts to contact the Authority representative prior to sending the vehicle to an outside facility. In the event that maintenance of the Authority's vehicles results in unusual quantities, forms, or compositions of hazardous materials or wastes that may result in unusual costs for disposal or treatment, the City shall if practicable consult with the Authority prior to treatment or disposal. If Black Hawk incurs such costs on the Authority’s behalf, the Authority shall pay such extraordinary costs to Black Hawk in the month following the month in which the cost is billed to the Authority by Black Hawk.

8. **Date of Commencement.** This Agreement shall commence on January 1, 2018.

9. **Payment Schedule.** Black Hawk shall provide the Authority with an invoice for payment on the fifth day of each month for the previous month's services, and the Authority shall remit the monthly fee within ten (10) business days thereafter, unless the Authority’s regular monthly meeting occurs more than ten (10) business days after the date of the invoice, in which case the monthly fee shall be remitted within ten (10) business days after the Authority’s regular monthly meeting, and approval by the Board.

10. **Control.** All services provided under this Agreement shall be governed by the ordinances of the City of Black Hawk, unless otherwise specified in this Agreement. Management of Black Hawk’s employees shall rest exclusively with Black Hawk. Authority shall not attempt to directly or indirectly manage, discipline or direct employees of Black Hawk. In the event of substandard performance of an employee or agent of Black Hawk, Authority may demand forthwith correction of the problem.

11. **Term and Renewal.**

   a. The term of this Agreement shall be through and until December 31, 2020.

   b. The parties have the mutual option to renew this Agreement on the same terms and conditions for unlimited one-year terms.

12. **Termination.** This Agreement may be terminated without cause by either party for any reason by giving the other party written notice at least forty-five (45) days in advance of the termination date. If this Agreement is so terminated, Black Hawk will be paid for all services rendered up to the date of termination.

13. **Compliance with Laws; No Warranty.**
a. Black Hawk shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes (including procurement of required permits or certificates) in Black Hawk’s performance hereunder, irrespective of whether a specification is furnished. This includes any applicable state or local law, rule or regulation affecting safety and health. If materials, services, or containers furnished are required to be constructed, packaged, labeled, or registered in a prescribed manner, Black Hawk shall comply with federal law and, in addition, with applicable state or local law.

b. No warranties are provided by Black Hawk pursuant to this Agreement. Black Hawk shall perform its services with care, skill, and diligence. However, the Authority specifically waives any claims it may have against Black Hawk, except claims arising out of gross negligence by Black Hawk, or its employees.

14. Indemnification. To the extent permitted by law, each party hereto agrees to indemnify, hold harmless and defend all other parties hereto, their agents, assigns, employees, officers, and officials from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of claims made by a third party and which are caused directly and solely by the Indemnifying Party or its personnel, regardless of where such claim arose. No party hereto shall be responsible for indemnifying the other party from and against willful and wanton misconduct arising hereunder.

15. Insurance.

a. Each party hereto agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by it pursuant to Section 14, above. More specifically, the parties hereto shall procure and maintain the minimum insurance coverage listed in subsection b. below. Such coverage shall be procured and maintained with forms and insurers acceptable to Black Hawk and the Authority. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the parties pursuant to Section 14, 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.

b. The parties hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage worker's compensation and, if applicable, emergency medical service professional liability 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 contain a severability of interests provision. The Authority's policy required by this Section 15 shall be endorsed to include the other’s officers and employees as additional insured’s. Every such policy required above shall be primary insurance. No additional insured endorsement to the policy required by this Section 15 shall contain any exclusion for bodily injury or property damage arising from completed operations.
c. The certificate of insurance provided by each party shall be completed by the other party as evidence that a policy or policies providing the required coverage, conditions, and minimum limits is in full force and effect, and shall be reviewed and approved by the other party. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverage 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 other party. The completed certificate of insurance shall be sent to:

City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422  
Attn: Director of Public Works

d. Failure on the part of either party to procure or maintain a policy or policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of agreement upon which the other party may immediately terminate this Agreement, or at its discretion, the non-breaching party 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 non-breaching party shall be repaid by the other upon demand.

e. Both parties reserve the right to request and receive a certified copy of any policy and any endorsement thereto.

f. Black Hawk and the Authority further understand and agree that Black Hawk and the Authority, their officers, and their employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Owner, its officers or employees.

16. Notices. Any notices or demand under which the terms of this agreement and under any statute must or may be given or made by the Black Hawk or Authority shall be in writing and shall be given or made by personal service, telegram, first class mail, or by certified or registered mail to the parties:

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

Gilpin Ambulance Authority  
P.O. Box 638  
Black Hawk, CO 80422

17. Severability. In the event any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner, the legality of the remaining provisions of this Agreement, and each provision of the
Agreement will be and is deemed to be separate and severable from each other provision.

18. **Jurisdiction.** This Agreement is made in and subject to the laws of the State of Colorado. Any disputes shall be brought in the District Court in and for the County of Gilpin, State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

CITY OF BLACK HAWK, COLORADO

______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk

GILPIN AMBULANCE AUTHORITY

______________________________
Jim Johnson, President

ATTEST:
EXHIBIT A
TYPICAL FLEET MAINTENANCE SERVICE

1) Lube, Oil and filter changes
2) Tire repair and Tire replacement and balancing
3) Brake repairs
4) Tune-ups
5) Replacement of belts and hoses
6) Fuel injection cleaning
7) Replacement of starters and alternators
8) Minor exhaust repairs
9) Head light, tail light, and emergency equipment repairs or replacement
10) Cooling system repairs including water pumps, heater cores, radiators
11) Suspension repairs, springs, struts, shocks, ball joints, tie rod ends, etc.
12) Vehicle chassis electrical system
13) Hydraulic repairs or replacements
14) Radio repairs
15) Welding and Machine work
16) Bumpers, Front and rear replacements
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
F&W Insurance Assoc
3005 Center Green Drive Suite 120
Boulder CO 80301

INSURED
Gilpin Ambulance Authority
c/o Gysin & CO
27866 Meadow Dr PO BOX 1000
Evergreen CO 80437

INSURER(S) AFFORDING COVERAGE

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COVERAGES

COVERAGE NUMBER: 1124747972

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

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

CERTIFICATE HOLDER
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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)
COUNCIL BILL 32
ORDINANCE 2019-32
AN ORDINANCE
APPROVING THE POLICE
RECRUIT TRAINING
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND THE CITY OF
LAKEWOOD
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB32
ORDINANCE NUMBER: 2019-32

TITLE: AN ORDINANCE APPROVING THE POLICE RECRUIT TRAINING AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE CITY OF LAKEWOOD

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

Section 1. The City of Black Hawk hereby approves the Police Recruit Training Agreement between the City of Black Hawk and the City of Lakewood, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The 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 11th day of December, 2019.

_________________________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Police Recruit Training agreement between the City of Black Hawk and City of Lakewood to have Police Recruits from Black Hawk attended the Lakewood and Jefferson County Joint police academy, not to exceed $6,509.00 per Police Recruit.

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

MOTION TO APPROVE Ordinance 2019-32, an Ordinance Approving the Police Recruit Training Agreement between the City of Black Hawk and the City of Lakewood.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Police Department has allows required applicants to be Colorado POST certified prior to applying for a police officer position. Over the past several years the Police Department has been unable to fill police officer positions due to the lack of qualified police applicants and the number at public academies have reduced. By sending police recruits to a joint regional police academy, it offers an addition group of possible applicants, who has not yet attended a police academy and the cost of the academy is lower than the public sector academy.

AGENDA DATE: December 11, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [XX ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Chief Kenneth Lloyd

DOCUMENTS ATTACHED: Police Recruit Training Agreement

EXHIBIT A: Number of Agency Recruits and Payment Amount

RECORD: [ ]Yes [XX ]No

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

SUBMITTED BY: Reviewed By:

Kenneth E. Lloyd, Chief of Police

Stephen N. Cole, City Manager
POLICE RECRUIT TRAINING AGREEMENT

This POLICE RECRUIT TRAINING AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____________, 201__ (the “Effective Date”), by and between the CITY OF LAKEWOOD, a Colorado home rule municipal corporation whose principal business address is 480 South Allison Parkway, Lakewood, Colorado 80226 (“Lakewood”), on behalf of itself and Jefferson County, Colorado (the “County”), and City of Black Hawk, a municipal corporation of the State of Colorado, with offices at 201 Selak Street, P.O. Box 68, Black Hawk, CO 80422 (Black Hawk Police Department).

WHEREAS, Lakewood and the County conduct a joint academy for the training of law enforcement officers known as the Jefferson County Sheriff’s Office and Lakewood Police Department’s Combined Regional Academy (the “Academy”); and

WHEREAS, Agency is desirous of having its police recruits (“Recruits”) attend Academy classes during the term of this Agreement, the number of such Recruits attending each Academy, and associated costs, to be agreed by the parties as set forth in Exhibit A attached hereto; and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize intergovernmental agreements among government entities to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each.

NOW, THEREFORE, for the mutual covenants and promises and other valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide training of the Recruits at the Academy.

2. **Term of Agreement.** This Agreement shall have a term of five (5) years from the Effective Date. The provisions herein relating to insurance and the covenant not to sue shall survive the termination or expiration of this Agreement.

3. **Description of Training.** The Academy shall provide classroom instruction as well as all testing and evaluation of the Recruits as required by State of Colorado Peace Officer Standards and Training including, but not limited to, firearms training, police driving and arrest control.

4. **Number of Recruits, Payment.** Agency and Lakewood will agree on the number of Agency Recruits, if any, who will attend each Academy. Not later than fifteen (15) days prior to the commencement of an Academy, Agency shall pay to Lakewood the amount set forth in Exhibit A for the number of Agency Recruits that will attend.

5. **Termination.** Either party may terminate this Agreement by providing to the non-terminating party, not less than fifteen (15) days prior to the date of termination, written notice of termination including the effective date thereof.

6. **Independent Contractor Status.** Lakewood, the County and Agency are all governmental entities (each, an “Entity”). No officer or employee of any Entity shall be considered or deemed an officer or employee of any other Entity for any purpose, including worker’s compensation insurance benefits and any other benefit. The Recruits are and shall
remain employees of Agency and as such are not eligible for any salary or benefits from Lakewood or the County.

7. **Insurance.**

   a. Agency shall continuously maintain statutory Worker's Compensation employer's liability coverage. Agency is responsible for any deductible losses under such policies or payment of any retention amounts under a self-insurance program. A certificate of insurance acceptable to Lakewood must be provided upon execution of this Agreement unless the parties arrange otherwise.

   b. Both parties shall maintain general and auto liability, law enforcement liability and public officials' liability insurance. Agency agrees to provide a certificate of insurance to Lakewood stating that notice of any cancellation of such insurance will be provided to Lakewood not less than thirty (30) days prior to any such cancellation. All cancellation notices shall be sent to the City of Lakewood, Risk Management Division.

8. **Covenant not to sue.** Agency, in connection with the training of its Recruits as provided herein, hereby agrees to release, waive and discharge, and covenants not to sue, Lakewood and the County, and their respective officers, employees and insurers, from and against any and all claims, damages, liabilities, demands and court awards of any kind whatsoever, which arise from any acts or omissions of any Recruit while being trained pursuant to this Agreement or thereafter, that are in any manner connected with any Recruit, if such injury, loss or damage is or is claimed to be caused in whole or in part by the act, omission or other fault of any Recruit or the training of Recruits hereunder. The parties understand, are relying upon and do not waive or intend to waive by any provision of this Agreement the monetary limitations or any other rights, immunities or protections, provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., as amended, or otherwise available to the parties and their officers or employees.

9. **General Provisions.**

   a. **Integration, Amendment of Exhibit.** This Agreement, including Exhibit A, which is incorporated herein by reference, contains the entire understanding among the parties, and no statement, promise or inducement made by either party that is not contained herein shall be valid or binding. This Agreement shall not be enlarged, modified, altered or extended, except in writing, signed by the parties and endorsed herein. For the avoidance of doubt, the parties agree that Exhibit A may be amended from time to time in a writing signed by the Chiefs of Police of Lakewood and Agency. This Agreement shall inure to the benefit of and be binding upon Lakewood and Agency and their successors and assigns.

   b. **Assignment.** This Agreement shall not be assigned by either party.

   c. **Severability.** If any part of this agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part held to be invalid.

   d. **Venue.** Venue for any and all legal actions regarding the transaction covered herein shall lie in the District Court in and for Jefferson County, Colorado, and this transaction shall be governed by the laws of the State of Colorado.
e. **Authority.** This instrument shall not constitute an agreement until accepted, in writing by the duly authorized representative of Lakewood and Agency.

f. **Current Expenditures.** Financial obligations of the parties after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by each party’s City Council. The parties’ obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of either party within the meaning of Article X, Section 20 of the Colorado Constitution.

g. **Counterparts; Electronic Disposition.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

[Remainder of page intentionally blank – signatures follow.]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF LAKEWOOD

Daniel J. McCasky, Chief of Police

ATTEST:

Margy Greer, City Clerk

Approved as to form:

___________________________________, Deputy City Attorney

City of Black Hawk

ATTEST:

Signature

Printed Name & Title

APPROVED AS TO LEGAL FORM:

Signature

Printed Name & Title
EXHIBIT A
Number of Agency Recruits and Payment Amount
Regional Academy 2020-1 – January 17, 2020 – June 4, 2020

Academy commencement date: January 17, 2020

Number of Agency Recruits attending: 1

Amount per Agency Recruit payable to Lakewood: $6,500.

Total amount payable from Agency to Lakewood for Recruit training: $6500.00

Dated: ____________________________

CITY OF LAKEWOOD

Daniel J. McCasky, Chief of Police

City Of Black Hawk

Kenneth E. Lloyd, Chief of Police
COUNCIL BILL 24
ORDINANCE 2019-24
AN ORDINANCE LEVYING
GENERAL PROPERTY
TAXES FOR THE YEAR
2019 TO HELP DEFRAY
THE COSTS OF
GOVERNMENT FOR THE
CITY OF BLACK HAWK,
COLORADO FOR THE 2020
BUDGET YEAR
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

COUNCIL BILL:  CB24  

ORDINANCE NUMBER: 2019-24  

TITLE: AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2019 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE CITY OF BLACK HAWK, COLORADO FOR THE 2020 BUDGET YEAR

WHEREAS, the Board of Aldermen of the City of Black Hawk has adopted the annual budget in accordance with the Local Government Budget Law on November 13, 2019:

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is $10,500; and

WHEREAS, the 2019 valuation for assessment for the City of Black Hawk, as certified by the Gilpin County Assessor, is $299,950,331.

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

Section 1. For the purpose of meeting all general operating expenses of the City of Black Hawk during the 2020 budget year, there is levied a tax of .0350 mills upon each dollar of the total valuation for assessment of all taxable property within the City of Black Hawk for the year 2019.

Section 2. That the City Clerk is hereby authorized and directed to immediately certify to the County Commissioners of the County of Gilpin, Colorado the mill levy for the City of Black Hawk, Colorado as herein above determined and set.

Section 3. Safety Clause. The Board of Aldermen hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Severability If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.
Section 5. Effective Date. The City Clerk is directed to post this Ordinance as required by City Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 11th day of December, 2019.

______________________
David D. Spellman, Mayor

ATTEST:

_____________________________
Melissa A. Greiner, CMC, City Clerk

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


SUMMARY AND BACKGROUND OF SUBJECT MATTER: This ordinance sets the City's property tax mill levy at .035 mills for 2019, to be collected in 2020.

AGENDA DATE: December 11, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Ordinance

RECORD: [ ] Yes [X] No

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

SUBMITTED BY: [ X ] Yes [ ] N/A

REVIEWED BY:

Lance Hillis, Finance Director

Stephen N. Cole, City Manager
RESOLUTION 78-2019
A RESOLUTION APPROVING THE FOURTH ADDENDUM TO THE AGREEMENT FOR TRANSIT RELATED SERVICES FOR THE BLACK HAWK & CENTRAL CITY TRAMWAY FOR 2020 BETWEEN MV TRANSPORTATION, INC. AND THE CITY OF BLACK HAWK
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 78-2019  

TITLE: A RESOLUTION APPROVING THE FOURTH ADDENDUM TO THE AGREEMENT FOR TRANSIT RELATED SERVICES FOR THE BLACK HAWK & CENTRAL CITY TRAMWAY FOR 2020 BETWEEN MV TRANSPORTATION, INC. AND THE CITY OF BLACK HAWK  

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

Section 1. The Fourth Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2020 between MV Transportation, Inc. and the City of Black Hawk, attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.  

RESOLVED AND PASSED this 11th day of December, 2019.  

________________________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: Approve Resolution 78-2019, a Resolution authorizing the execution of the Forth Addendum to the Agreement with MV Transportation Inc. for providing the Management and Operation of the Driver Team Services for the Black Hawk and Central City Tramway for 2020.

RECOMMENDATION:
If City Council chooses to approve Resolution 78-2019 a Resolution authorizing the execution of the Forth Addendum to the Agreement between the City of Black Hawk and MV Transportation, Inc., the recommended motion is as follows: “Approve Resolution 78-2019, a Resolution approving the Forth Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2020 Between MC Transportation, Inc. and the City of Black Hawk.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk and The City of Central have agreed to continue the combined service of the Black Hawk & Central City Tramway for another year. The shuttle bus will continue to circulate through both Cities on a specific route with specific stops. The route takes approximately 30 minutes to complete. A single bus will continue to operate Monday through Thursday and two buses will continue to operate Friday through Sunday and holidays. The City did receive a grant from CDOT to help defray the costs for operations for 2020 that council approved at the November 13th council meeting. The costs associated with this addendum include a 3% increase over last year.

FUNDING SOURCE: 204-4801-431-33-25 Contracted Bus Service

WORKSHOP DATE: December 11, 2019

ORIGINATED BY: Tom Isbester

STAFF PERSON RESPONSIBLE: Tom Isbester/Steve Jackson

PROJECT COMPLETION DATE: December 31, 2020

DOCUMENTS ATTACHED: Forth Addendum

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

SUBMITTED BY: Reviewed BY:

Thomas Isbester, Public Works Director

Stephen N. Cole, City Manager
FOURTH ADDENDUM TO AGREEMENT FOR THE MANAGEMENT AND OPERATION OF THE TRANSPORTATION SERVICES FOR THE CITY OF BLACK HAWK

This Fourth Addendum to Agreement for the Management and Operation of the Transportation Services for the City of Black Hawk (the “Fourth Addendum”) is entered into this __________ day of __________, 2019 by and between the City of Black Hawk, a political subdivision of the State of Colorado (the “City”) and __________________________ (the “Contractor”).

WHEREAS, City has previously contracted with the Contractor to operate its transportation system by that Agreement dated December 9, 2015 (the “Original Agreement”),

WHEREAS, the City and MV Public Transportation, Inc. entered into the First Addendum for the Management and Operation of the Transportation Services (the “First Addendum”) on December 14, 2016, for a term commencing January 1, 2017, and terminating December 31, 2017; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Second Addendum for the Management and Operation of the Transportation Services (the “Second Addendum) on December 13, 2017, for a term commencing January 1, 2018, and terminating December 31, 2018; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Third Addendum for the Management and Operation of the Transportation Services (the “Third Addendum) on December 12, 2018, for a term commencing January 1, 2019, and terminating December 31, 2019; and

WHEREAS, the City desires to continue contracting with Contractor for an additional one year term, commencing January 1, 2020.

NOW THEREFORE, in consideration for the mutual promises herein, the parties agree as follows:

1. The Parties agree to extend the Original Agreement, for an additional one year term, starting January 1, 2020, and ending December 31, 2020, subject to all of the terms and conditions of the Original Agreement.

2. Section 3.1 of the Original Agreement is amended by the addition of a replacement Exhibit B, which rates shall include the Fixed Cost per Month plus the Variable Cost per Hour based on the actual hours of operation.

3. This Fourth Addendum, the Third Addendum, the Second Addendum, the First Addendum, and the Original Agreement constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provision of this Fourth Addendum, The Third Addendum, the Second Addendum, the First Addendum, and the Original Agreement may be amended, modified, or changed, except as specified herein.
IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

City of Black Hawk
By: ____________________________
Title: ____________________________
Date: ____________________________

Contractor
By: ____________________________
Marie Meisenbach Graul
Title: EVP, Chief Financial Officer
Date: 11/20/19

Karen Canther
WITNESS
APPENDIX B

COST PROPOSAL FORMAT
2020

SECTION I
CURRENT SERVICE PROFILE: Based on 8,424 Total Service Hours/Year

Note: Modify Cost Categories to Reflect Your Organization Budget Accounts

<table>
<thead>
<tr>
<th>Sample Budget Accounts</th>
<th>Total Cost</th>
<th>Fixed Cost</th>
<th>Variable Cost</th>
<th>Total $/Hour</th>
</tr>
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<td><strong>Labor</strong></td>
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<tr>
<td>Driver Wages/Benefits</td>
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<td><strong>Operating Expenses</strong></td>
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<tr>
<td>Uniforms</td>
<td>$438</td>
<td>$438</td>
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<td>Drug, Alcohol Testing</td>
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<td>DOT Physicals</td>
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<td>Telephone/Communications</td>
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<td>Office Supplies/Materials</td>
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<td><strong>Insurance</strong></td>
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<td>Auto and General</td>
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<tr>
<td><strong>Other</strong></td>
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<td>G &amp; A</td>
<td>$17,411</td>
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<td>Capital Depreciation</td>
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<td>$1,080</td>
<td>$</td>
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<td>Interest</td>
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<td>Fixed Cost per Month</td>
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<tr>
<td>Variable Cost Per Hour</td>
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<td>$</td>
<td></td>
<td>$31.88</td>
</tr>
</tbody>
</table>

SECTION II.

A. Additional Scheduled Service Hours that will be provided at the Variable Cost Per Hour in Section I without an increase in Monthly Fixed Cost.

1,000 Additional Service Hours will be provided annually at Fixed Cost rate of $31.88 Per Hour

B. Variable Cost Per Hour to provide non-scheduled special services for community events as requested.

$31.88 Cost Per Hour for Special Services 2 Minimum hours per event

112 of 156
RESOLUTION 79-2019
A RESOLUTION
APPROVING THE EIGHTH
ADDENDUM TO
PERSONAL SERVICES
AGREEMENT WITH 5280
STRATEGIES, LLC.
TITLE: A RESOLUTION APPROVING THE EIGHTH ADDENDUM TO PERSONAL SERVICES AGREEMENT WITH 5280 STRATEGIES, LLC.

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

Section 1. The City Council hereby approves the Eighth Addendum to Personal Services Agreement between the City and 5280 Strategies, LLC, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 11th day of December 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

**SUBJECT:** Renewal of Lobbyist Contract

**RECOMMENDATION:** Staff recommends the following motion to the City Council:

**MOTION TO APPROVE** Resolution 79-2019, A Resolution Approving the Eighth Addendum to Personal Services Agreement with 5280 Strategies, LLC.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

5280 Strategies, LLC has been the City’s Lobbyist since 2010. There is no increase in fees for 2020.

**AGENDA DATE:** December 11, 2019

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** Lobbying  
010-1101-4113103

**STAFF PERSON RESPONSIBLE:** Melissa Greiner, City Clerk/Administrative Service Dir.

**DOCUMENTS ATTACHED:** Eighth Addendum to Personal Services Agreement

**RECORD:** [ X ]Yes [ ]No

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

**SUBMITTED BY:** [ X ]Yes [ ]N/A

---

Melissa Greiner, CMC  
City Clerk/Administrative Services Director

---

Stephen N. Cole, City Manager
EIGHTH ADDENDUM TO PERSONAL SERVICES AGREEMENT

THIS EIGHTH ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “Eighth Addendum”) is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and 5280 Strategies, LLC, hereinafter referred to as “Contractor” as follows:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated January 1, 2010 (the “Original Agreement”), and have subsequently entered into addenda thereto; and

WHEREAS, the City and the Contractor desire to amend the Original Agreement for additional consulting work, for the Compensation and the Term set forth below.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall continue to provide to the City the Personal Services to the extent provided herein.

1. COMPENSATION. In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the scope of work and rate schedule listed in Attachment “A.”

2. TERM. The term of this Eighth Addendum shall commence on the 1st day of January, 2020 and shall terminate on the 31st day of December unless earlier terminated pursuant to Section 9 of the Original Agreement.

3. Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Eighth Addendum as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, Deputy City Clerk
STATE OF COLORADO                              )
COUNTY OF Jeffers ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 18th day
of November, 2019, by Michael L. Beasley

My commission expires: 12-20-20

(SEAL)

Notary Public

Tamara Rhyner
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024015499
MY COMMISSION EXPIRES 12/20/20
RESOLUTION 80-2019
A RESOLUTION
ADOPTING THE 2020 CITY COUNCIL REGULAR MEETING SCHEDULE
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 80-2019

TITLE: A RESOLUTION ADOPTING THE 2020 CITY COUNCIL REGULAR MEETING SCHEDULE

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

Section 1. Pursuant to Article II, Section 11 of the City of Black Hawk Home Rule Charter, the Board of Aldermen hereby adopts the 2020 Regular Meeting Schedule attached hereto as Exhibit A, and incorporated herein by this reference.

RESOLVED AND PASSED this 11th day of December, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: 2020 City Council Regular Meeting Schedule

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Resolution 80-2019, A Resolution Adopting the 2020 City Council Regular Meeting Schedule

AGENDA DATE: December 11, 2019

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: N/A

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole
City Manager
2020 COUNCIL MEETINGS

City of Black Hawk

3:00 p.m.
Council Chambers
211 Church Street
Black Hawk, CO  80422

January 8       July 8
January 22      July 22

February 12     August 12
February 26     August 26

March 11        September 9
March 25        September 23

April 8         October 14
April 22        October 28

May 13          November 11
May 27

June 10         December 9
June 24

Council meetings are the 2nd and 4th Wednesdays of each month with the except of November and December. Regular meeting dates are subject to change upon Council approval and proper notification.
RESOLUTION 81-2019
A RESOLUTION
ADOPTING THE 2020
HOLIDAY SCHEDULE
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 81-2019  

TITLE:  A RESOLUTION ADOPTING THE 2020 HOLIDAY SCHEDULE  

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

Section 1. Pursuant to Section 304 of the City of Black Hawk Employee Handbook, the Board of Aldermen hereby adopts the 2020 Holiday Schedule attached hereto as Exhibit A, and incorporated herein by this reference.  

RESOLVED AND PASSED this 11th day of December, 2019.

__________________________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: 2020 Holiday Schedule

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Resolution 81-2019, A Resolution Adopting the 2020 Holiday Schedule

AGENDA DATE: December 11, 2019

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: 2020 Draft Holiday Schedule

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner, CMC Stephen N. Cole
City Clerk/Administrative Services Director City Manager
The following is the list of approved holidays from the current Employee Handbook, and the proposed days these will be celebrated in the year 2020.

- **New Year’s Day**
  - Wednesday, January 1, 2020
- **Martin Luther King Jr. Day (Third Monday)**
  - Monday, January 20, 2020
- **President’s Day (Third Monday)**
  - Monday, February 17, 2020
- **Memorial Day (last Monday in May)**
  - Monday, May 25, 2020
- **Independence Day**
  - Friday, July 3, 2020
- **Labor Day (First Monday in September)**
  - Monday, September 7, 2020
- **Thanksgiving (Fourth Thursday)**
  - Thursday, November 26, 2020
- **Day after Thanksgiving**
  - Friday, November 27, 2020
- **Christmas Eve**
  - Thursday, December 24, 2020
- **Christmas Day**
  - Friday, December 25, 2020
- **New Year’s Eve**
  - Thursday, December 31, 2020

*Per Section 304 of the City of Black Hawk Employee Handbook, “A recognized holiday that falls on a Saturday will be observed the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.”*
RESOLUTION 82-2019
A RESOLUTION APPROVING THE 2020 CONTRACT WITH PINNACOL ASSURANCE FOR WORKER’S COMPENSATION INSURANCE
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 82-2019

TITLE: A RESOLUTION APPROVING THE 2020 CONTRACT WITH PINNACOL ASSURANCE FOR WORKERS’ COMPENSATION INSURANCE

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 2020 contract with Pinnacol Assurance for Workers Compensation Insurance in the amount of $143,662.

RESOLVED AND PASSED this 11th day of December, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk
SUBJECT: 2020 Workers' Compensation

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Resolution 82-2019, a Resolution approving the contract as quoted for the 2020 Workers’ Compensation Insurance with Pinnacol Assurance in the amount of $143,662.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Pinnacol’s quote for Workers’ Compensation coverage for 2019 is 13% lower than our 2018 premium even though the City’s payroll increased by 4%. The decrease is a result of a significant overall rate decrease by Pinnacol Assurance, and the City’s Experience Modification Factor which decreased by 1 point.

AGENDA DATE: December 11, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: WC line item for each department

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

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

Stephen N. Cole
City Manager

128 of 156
RESOLUTION 83-2019
A RESOLUTION
APPROVING THE SECOND
ADDENDUM TO
PERSONAL SERVICES
AGREEMENT WITH
M & C
COMMUNICATIONS
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 83-2019  

TITLE: A RESOLUTION APPROVING THE SECOND ADDENDUM TO PERSONAL SERVICES AGREEMENT WITH M & C COMMUNICATIONS, LLC  

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

Section 1. The City Council hereby approves the Second Addendum to Personal Services Agreement between the City and M & C Communications and authorizes the Mayor to execute the same on behalf of the City.  

RESOLVED AND PASSED this 11th day of December, 2018.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: Renewal of M&C Contract

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Resolution 83-2019, A Resolution Approving the Second Addendum to Personal Services Agreement with M&C Communications.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City first contracted with M&C Communications for assistance with its public relations needs in 2017. The first annual contract for public relations, marketing, and social media management was executed in 2018 with the first addendum approved in 2019. There is a fee increase of $500 per month for 2020 based on the average number of weekly hours M&C completed work for the City in 2019.

AGENDA DATE: December 11, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: Consultants

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk/Administrative Service Dir.

DOCUMENTS ATTACHED: 2019 Black Hawk PR Plan

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

__________________________ __________________________________
Melissa Greiner, CMC Stephen N. Cole, City Manager
City Clerk/Administrative Services Director
SECOND ADDENDUM TO PERSONAL SERVICES AGREEMENT

THIS SECOND ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “Second Addendum”) is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and M & C Communications, hereinafter referred to as “Contractor” as follows:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated January 1, 2018 (the “Original Agreement”), and have subsequently entered into addenda thereto; and

WHEREAS, the City and the Contractor desire to extend the Original Agreement for an additional year, for the Compensation set forth below.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall continue to provide to the City the Personal Services to the extent provided herein.

1. **TERM.** The term of this Second Addendum shall commence on the 1st day of January 2020, and shall terminate on the 31st day of December, 2020 unless earlier terminated pursuant to Section 9 of the Original Agreement.

2. **COMPENSATION.** In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment “A”.

3. Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Second Addendum as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

______________________________
David D. Spellman, Mayor

ATTEST:

________________________________
Melissa A. Greiner, CMC, City Clerk
CONTRACTOR

By: ________________________________
    Sarah Beatty, Vice President       Date

STATE OF COLORADO                 )
) ss.
COUNTY OF _________________        )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ______ day
of _____________________________, 2019, by ____________________________.

My commission expires: ____________________________

(SEAL)

______________________________
Notary Public
Attachment A

2020 Black Hawk PR Plan

Research

- Primary Research
  - Analysis of the City, coverage & issues
  - Sprout social data for Black Hawk social channels (see summary below)
- Secondary research
  - COHN 2018 Market Report
  - Hootsuite Government Crisis Webinar
  - Hootsuite Social Benchmark Webinar
  - Sendible social media posting frequency for 2019 data
  - Social Media Examiner data on Stories engagement

Social Media Research Summary

Facebook

- **Black Hawk Facebook is talking to women between 25-54 and engaging with women 55+**
- November, March and July show activity peaks
  - Engagement peaks in March
  - Follower growth peaks in July
- 77% of Black Hawk followers are between 25-54
- 64% are female
- 68% of followers who engage with content are female
  - 56% of women who engage with content are 55+
- Most popular posts are Black Hawk history, “familiar faces”
Facebook Page Fan Demographics
Review your audience demographics as of the last day of the reporting period.

**AUDIENCE BY AGE**

<table>
<thead>
<tr>
<th>Age Range</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>13-17</td>
<td>0%</td>
</tr>
<tr>
<td>18-24</td>
<td>0.6%</td>
</tr>
<tr>
<td>25-34</td>
<td>28.7%</td>
</tr>
<tr>
<td>35-44</td>
<td>30.1%</td>
</tr>
<tr>
<td>45-54</td>
<td>19.5%</td>
</tr>
<tr>
<td>55-64</td>
<td>12.4%</td>
</tr>
<tr>
<td>65+</td>
<td>8.7%</td>
</tr>
</tbody>
</table>

Women between the ages of **35-44** appear to be the leading force among your fans.

**AUDIENCE BY GENDER**

<table>
<thead>
<tr>
<th>Gender</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>36%</td>
</tr>
<tr>
<td>Female</td>
<td>64%</td>
</tr>
</tbody>
</table>

Facebook People Engaged Demographics
Review the average daily user demographics of the users who took action on your page content during the reporting period.

**AUDIENCE BY AGE**

<table>
<thead>
<tr>
<th>Age Range</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>13-17</td>
<td>0%</td>
</tr>
<tr>
<td>18-24</td>
<td>1.9%</td>
</tr>
<tr>
<td>25-34</td>
<td>9.7%</td>
</tr>
<tr>
<td>35-44</td>
<td>11.9%</td>
</tr>
<tr>
<td>45-54</td>
<td>19.3%</td>
</tr>
<tr>
<td>55-64</td>
<td>27.6%</td>
</tr>
<tr>
<td>65+</td>
<td>29.6%</td>
</tr>
</tbody>
</table>

Women between the ages of **65+** are most likely to engage with your content.

**AUDIENCE BY GENDER**

<table>
<thead>
<tr>
<th>Gender</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>32%</td>
</tr>
<tr>
<td>Female</td>
<td>68%</td>
</tr>
</tbody>
</table>
Twitter

- **Black Hawk Twitter is talking to men between 35-54**
- Twitter engagement peaks in January and May/June
- Demographics
  - 83% of Twitter followers are between 35-54
  - 65% of Twitter followers are male
  - 0% are above 55
- Impressions/new followers spike with direct tweets to WX media
- Beautiful photos/video generate the highest potential impressions

**Twitter Audience Demographics**

<table>
<thead>
<tr>
<th>FOLLOWERS BY AGE</th>
<th>FOLLOWERS BY GENDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-20</td>
<td>0%</td>
</tr>
<tr>
<td>21-24</td>
<td>2.7%</td>
</tr>
<tr>
<td>25-34</td>
<td>7.7%</td>
</tr>
<tr>
<td>35-44</td>
<td>53.8%</td>
</tr>
<tr>
<td>45-54</td>
<td>30.8%</td>
</tr>
<tr>
<td>55-64</td>
<td>0%</td>
</tr>
<tr>
<td>65+</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td>65% MALE FOLLOWERS</td>
</tr>
<tr>
<td></td>
<td>35% FEMALE FOLLOWERS</td>
</tr>
</tbody>
</table>

Men and people between the ages of 35-44 appear to be the leading force among your followers.
## Twitter Top Posts, by Responses

<table>
<thead>
<tr>
<th>Tweet</th>
<th>Potential Reach</th>
<th>Responses</th>
<th>Clicks</th>
<th>Retweets</th>
</tr>
</thead>
<tbody>
<tr>
<td>CityofBlackHawk</td>
<td>3,164</td>
<td>3</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>We have a spectacular fireworks show planned for tomorrow. Don't miss out, the show starts at 9:30! #blackhawkcolorado <a href="https://t.co/xKeiCoVY9b">https://t.co/xKeiCoVY9b</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Tweet) by Sarah B. July 3, 2019 10:06 am</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CityofBlackHawk</td>
<td>2,651</td>
<td>3</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>Hey @DaveFraseWXX @christiennappx: The City of Black Hawk is joining in the great Denver tradition of leaving our lights up through the National Western Stock Show. Enjoy the best 16 days in January, then make the quick drive to Black Hawk for our holiday lights! #milacofrontlights <a href="https://t.co/YHIK5kAIOj">https://t.co/YHIK5kAIOj</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Tweet) January 15, 2019 3:07 pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CityofBlackHawk</td>
<td>257</td>
<td>2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>The City of Black Hawk congratulates the newest Fire Department recruit as they embark on a gratifying career with the City of Black Hawk. Please join us in welcoming the new members of our Black Hawk family. <a href="https://t.co/TvQyK7777I">https://t.co/TvQyK7777I</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Tweet) by Sarah B. July 9, 2019 12:26 pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CityofBlackHawk</td>
<td>236</td>
<td>2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>On this day in 1869 Marshal Robert Clark was killed in the line of duty in Black Hawk. He was the first law enforcement officer killed in Colorado. #blackhawkcolorado <a href="https://t.co/fKkGMPFW4">https://t.co/fKkGMPFW4</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Tweet) by Sarah B. July 10, 2019 10:09 am</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CityofBlackHawk</td>
<td>9,612</td>
<td>2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Mike Korsvold with our water department took this beautiful photo. #blackhawkwco #colorado #mountains #sunrise <a href="https://t.co/RTiD0eKXZn">https://t.co/RTiD0eKXZn</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Tweet) by Sarah B. June 5, 2019 10:54 am</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Instagram**

- **Black Hawk Instagram is talking to women between 25-54**
- Instagram follower growth peaks in July, followed by April and January
- 78% of followers are between 25-54
- 63% of followers are female
- Black Hawk history, wildflowers, and sculpture photos lead engagements

### Instagram Audience Demographics

Review your audience demographics as of the last day of the reporting period.

<table>
<thead>
<tr>
<th>Audience by Age</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>13-17</td>
<td>0.8%</td>
</tr>
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<td>26.3%</td>
</tr>
<tr>
<td>45-54</td>
<td>23.8%</td>
</tr>
<tr>
<td>55-64</td>
<td>7.3%</td>
</tr>
<tr>
<td>65+</td>
<td>4.9%</td>
</tr>
</tbody>
</table>

**Audience by Gender**

- **37% Male**
- **63% Female**

Women between the ages of **25-34** appear to be the leading force among your fans.
Instagram Top Messages

Review your top messages published during the selected time period, based on the message’s lifetime performance.

By Lifetime Engagements

**cityofblackhawk**
**Thu 7/11/2019 9:25 am PDT**

Talk about road work! This is a photo from the early 1900s after a flood in Black Hawk. #ThrowbackThursday

<table>
<thead>
<tr>
<th>Total Engagements</th>
<th>Likes</th>
<th>Comments</th>
<th>Saves</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>18</td>
<td>0</td>
<td>1</td>
</tr>
</tbody>
</table>

**cityofblackhawk**
**Fri 6/14/2019 8:26 am PDT**

Wildflowers like this Columbine will be blooming on Maryland Mountain close to the City of Black Hawk soon!

<table>
<thead>
<tr>
<th>Total Engagements</th>
<th>Likes</th>
<th>Comments</th>
<th>Saves</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>19</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**cityofblackhawk**
**Fri 7/12/2019 10:17 am PDT**

The Courage Tried sculpture sits at the entrance to the city. Have you seen all of the beautiful public artwork in the city?

<table>
<thead>
<tr>
<th>Total Engagements</th>
<th>Likes</th>
<th>Comments</th>
<th>Saves</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>17</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>
Contact(s)

- Local contacts
  - Mayor David D. Spellman
    - 303-582-3165
    - dspellman@cityofblackhawk.org
  - City Manager Chief Steve Cole
    - SCole@cityofblackhawk.org
    - 303-941-3153

Issue Analysis

- Challenge/Oppportunity Statement
  - Brand the City of Black Hawk as Colorado’s premier gaming resort destination with a year-round appeal for active outdoor lovers, history buffs and gaming enthusiasts alike
  - Educate the public on how and why Black Hawk receives its funding to improve and enhance the City

- Analysis
  - Strengths - History, Vision
    - Finishing homes on Gregory Street 2019-2020
    - Gregory Street pedestrian mall
    - Hiking/biking trail improvements
    - DBG-designed gardens
    - Sculptures throughout the City
    - Triple hotel rooms from 1,000 to 3,000 (add 500 in 2019)
    - Millennials are finding Black Hawk and visiting 3.3 times in the past two years
    - Black Hawk name recognition outpaces Central City name recognition by more than double (unaided 67% to 29%)
  - Weaknesses (internal) -
    - Limited events
  - Opportunities -
    - Maryland Mountain hiking/biking trails
    - Geocaching
    - Sculpture walk
    - High altitude garden tour
• Annual events
• New historic renovation stories
• Bobtail Mine reopens - 2021
• Gaming
• Food is one of the top interest areas per research along
  ■ Gambling options (first)
  ■ Gambling promotions
  ■ Scenic location (30%)
  ■ Ease of visiting (29%)

• Threats -
  • Lack of retail interest
  • Lack of support at the legislature

Key Differentiators

• Top Colorado gaming resort destination that preserves the past, prepares for the future and is still making history!
• Gaming, entertainment and nature destination only a short, scenic drive from Denver. It's closer than you think!
• Year-round appeal for more than gamblers, creating visitor volume and velocity (in development).
• Exceptional entertainment value as it finishes the realignment of Gregory Street with restaurants, breweries, specialty retailers and conference space. (In development)
• Unique, picturesque mountain mecca for hiking, mountain biking, and outdoor events.
• Colorado mountain town with a rich history preserved by the pride of its townspeople.

Messaging

• 30-second elevator pitch – city description for the cocktail party circuit
  • Have you been to Black Hawk recently? If you haven’t been lately, you haven’t been! It is a great location for adults of all ages, from history older than the state of Colorado to the latest gaming, delicious buffets, and fabulous events.
• Controlled messaging -
  • This city of fewer than 100 people expands to 20,000 on the weekends
  • Re-building as a resort destination
  • Black Hawk is Colorado’s premier gaming resort destination - mayor’s preferred description - 8/12 meeting
○ Gregory Street casino-free pedestrian mall
  ■ breweries
  ■ distilleries
  ■ eateries
  ■ shops
○ Mountain biking and hiking trails
  ● Paid or Owned media
  ○ Mountain time radio stations
  ○ NE Colorado radio stations
  ● Uncontrolled messaging - Earned media
  ● Crisis messaging - full plan needed by end of first quarter 2020

8-Step Crisis Plan

● 1: Define: crisis or issue
● 2: Call Black Hawk
● 3: Set social media alerts
● 4: Go!
  ○ Diane - work with Mayor Spellman & Team on site
  ○ Katie - set-up media location and manage media on site
  ○ Sarah - manage social media and logistics at M&C office
● 5: Review/control messaging
● 6: Manage location
● 7: Review
● 8: Refill the trust bucket

Goal
Showcase the City of Black Hawk as Colorado’s premier gaming resort destination, a close-in
day trip featuring exciting gaming options, fine dining, plentiful outdoor activities, and a rich
history.

Client Profile

● Strengths and weaknesses in light of campaign goal/s
  ● Strengths
Objectives

- Paid
  - $20 boosted posts per month to drive social media follower growth and engagement by

- Earned
  - 1-3 local news stories every quarter
    - Newsworthy events & stories from Colorado Gold Rush history

- Shared (See strategy below)
  - Increase social media engagement by 10-25%
  - Increase social media followers by 5-10%

- Owned
  - Development of 3-5 pieces of multimedia content or events showcasing the City
    - Sculpture tour
    - High altitude garden tour
    - Maryland Mountain trail opening event
    - History tour/videos
    - Black Hawk app

Social Media Strategy

- Paid (drive social media follower growth and engagement by 7-10%)
- Shared/Social
  - Refine social media strategy by further differentiating content across platforms
    - Develop a monthly social media calendar
      - 5 Facebook posts per week
        - 1, 10-second video/week
      - 5 Instagram posts per week
        - 2 Instagram stories per week
- 1, 10-second video
- 1 nature/outdoor quote (Brainyquote.com)

- 5 Twitter posts per week
  - Tweet WX teams once a month (exclusive content)
  - Repurpose interactive content in Twitter polls
  - Use descriptive hashtags based on media content

- Across all platforms
  - Increased use of platform-specific features (ex: Instagram stories)
  - Strategic use of descriptive Instagram and Twitter hashtags
  - Increased use of Instagram 1st comment capability
  - Increased use of video, including very short/high number of shots videos
  - Increased outreach to WX media
  - Development of informational graphic backgrounds for text (includes City logo)
  - Creatively use Black Hawk history in different formats: #TBT, polls, old newspaper quotes, etc.

**Target Audiences**

- Primary target audience - people/consumers we’re trying to reach
  - Millennials with discretionary income
  - 45 - 65 men and women with discretionary income
  - DIINCs: Double Income No Kids
  - Denver and Colorado tourists
  - Staycationers
  - Las Vegas-bound Denverites

**Target Media Outlets**

- Traditional
  - All state TV stations (Denver, Co Springs, Grand Junction)
  - All state Radio (NPR, KOA, others)
  - All front range and state newspapers
  - Front range magazines (5280, Denver Life, Serendipity, etc)
  - Sunset Magazine, travel publications
  - National newspapers with reporters in Denver (NYT, Wash Post)

- Non-traditional
• Possibly financial magazines
• Outdoor recreation magazines
• Explore Colorado Tourism Office opportunities
• Social media
  • Facebook, Twitter, Instagram

• Top three outlets where the client wants coverage - “home run” outlets
  • 850KOA
  • Fox31/WB2
  • Denver Post

Timeline

January
• Black Hawk App developed (this was put on hold in 2018, we would like to revisit it)
• History videos: shoot with the Mayor first quarter of 2020
  • Interview Mayor as he talks about the history of Black Hawk in front of pics and bronze in City Council Chambers
• Sculpture tour (finalize)
• Contact sculptors about video project
• Explore potential partnerships (Continue to work with Botanic Gardens)
• Twitter WX list (continue outreach to TV weather forecasters)
• Social media per plan
• Weather pics twitter outreach
• Check and update boilerplate

February
• Check on updated boilerplate in Feb meeting
• Develop messaging around Gregory Street renovation
• Crisis planning
• Social media per plan
• Shoot/edit sculptors video project
• Weather pics twitter outreach

March
• Contact high school students and begin pitching scholarship stories
- Develop tax refund press release
- Black Hawk Incorporated March 11, 1864 - press release
- Pitch 4th of July event to magazine calendars that target adults
- Social media per plan
- Shoot/edit sculptors video project
- Weather pics twitter outreach

April
- Contact sculptors about summer sculpture walk development
- Schedule scholarship kids to come to City Hall in May for interview
- 4th of July - calendar listings
- Develop gardens brochure
- Social media per plan
- Preview BH City runners in the Colfax Marathon
- Drop tax refund press release

May
- Finalize gardens brochure
- Develop/execute garden brochure disbursement plan
- 4th of July plan developed, calendar posts
- Social media per plan
- BH City members running in Colfax Marathon - social media
- I Cleaned Up in Black Hawk media story pitch
- Gilpin High School Graduation Scholarship Check awarded - Awardees receive $6k scholarship ($750 per semester)
- Promote geocaching as summer activity with kids

June
- Garden update
  - Press Release on beautiful new gardens
  - Distribute garden brochure
- Flower pots planted around city
- 4th of July plan
- Social media per plan
- Promote Maryland Mountain hiking trail opening
July
- 4th of July Event
- Botanic Gardens event
- Social media per plan
- Maryland Mountain hiking trail stories

August
- Wildflowers on Maryland Mountain - social only/tweet WX people
- Social media per plan
- Sculpture walk promotion
- 2021 PR plan development

September
- Fall leaf promotion
- Car club leaf drive
- Social media per plan
- Holiday lighting plan development

October
- Halloween spooky mine/gold run town movies
- Social media per plan

November
- Holiday lights
- Social media per plan

December
- 2020 Annual report
- Social media per plan
## Budget

<table>
<thead>
<tr>
<th>Cost</th>
<th>Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,500 per month</td>
<td>M&amp;C Retainer</td>
</tr>
<tr>
<td>$250 per month</td>
<td>Social Media Monitoring</td>
</tr>
<tr>
<td>$5,000</td>
<td>Crisis Plan, Event Preparation, Media Training (January?)</td>
</tr>
<tr>
<td>$1,500 per video</td>
<td>Sculptor videos</td>
</tr>
<tr>
<td></td>
<td>- Excludes travel</td>
</tr>
<tr>
<td></td>
<td>- Includes:</td>
</tr>
<tr>
<td></td>
<td>o 2 hour video shoot</td>
</tr>
<tr>
<td></td>
<td>o 1st edit &amp; City review</td>
</tr>
<tr>
<td></td>
<td>o Final edit</td>
</tr>
<tr>
<td></td>
<td>o Music</td>
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<tr>
<td></td>
<td>o Standard open/close graphic</td>
</tr>
<tr>
<td></td>
<td>o Map of sculpture location</td>
</tr>
<tr>
<td></td>
<td>o Video file for YouTube, website, social, Black Hawk app</td>
</tr>
</tbody>
</table>
RESOLUTION 84-2019
A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT EXECUTED ON FEBRUARY 27, 2019 BETWEEN THE CITY OF BLACK HAWK AND ROCHE CONSTRUCTORS, INC., INCREASING THE GUARANTEED MAXIMUM PRICE (GMP) BY $535,800 FOR THE PURPOSE OF REHABILITATING THE EXTERIOR OF THE HISTORIC CHURCH BUILDING AT 331 GREGORY STREET
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 84-2019

TITLE: A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR AGREEMENT EXECUTED ON FEBRUARY 27, 2019 BETWEEN THE CITY OF BLACK HAWK AND ROCHE CONSTRUCTORS, INC., INCREASING THE GUARANTEED MAXIMUM PRICE (GMP) BY $535,800 FOR THE PURPOSE OF REHABILITATING THE EXTERIOR OF THE HISTORIC CHURCH BUILDING AT 331 GREGORY STREET.

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

Section 1. The City Council hereby approves Amendment No. 3 to the Construction Manager/General Contractor agreement executed on February 27, 2019 between the City of Black Hawk and Roche Constructors, Inc., increasing the Guaranteed Maximum Price (GMP) by $535,800 for the purpose of rehabilitating the exterior of the historic church building at 331 Gregory Street.

RESOLVED AND PASSED this 11th day of December, 2019.

________________________________________
David D. Spellman, Mayor

ATTEST:

_______________________________________
Melissa A. Greiner, CMC, City Clerk
SUBJECT: Approve Resolution 84-2019, a Resolution approving Amendment No. 3 to the Construction Manager/General Contractor Agreement for the Gregory Street Plaza project. Amendment No. 3 would add scope and increase the Guaranteed Maximum Price (GMP) for the purpose of rehabilitating the exterior of 331 Gregory Street.

RECOMMENDATION:
If City Council chooses to approve Resolution 84-2019, the recommended motion is as follows: “Approve Resolution 84-2019, a Resolution approving Amendment No. 3 to the Construction Manager/General Contractor Agreement executed February 27, 2019 between the City of Black Hawk and Roche Constructors, Inc., increasing the Guaranteed Maximum Price (GMP) by $535,800 for the purpose of rehabilitating the exterior of the historic church building at 331 Gregory Street.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
City Council approved a Construction Manager/General Contractor (CMGC) contract with Roche Constructors, Inc. on February 27, 2019 to complete preconstruction services for the Gregory Street Plaza project. City Council approved Amendment No. 1 to this Agreement on July 10, 2019 that authorized Roche Constructors to move the McAfee, Woodbury, and Norton Houses off their foundations and procure the precast sections of concrete box culvert necessary to reconstruct the flume between High and Church Streets. Then, on September 25, 2019, City Council approved Amendment No. 2 to this Agreement that authorized building and site construction throughout the Gregory Street Plaza.

Amendment No. 3 to the Agreement will add exterior paint removal and masonry rehabilitation at the historic church building located at 331 Gregory Street to the Gregory Street Plaza project. The increase in the GMP due to the additional scope included in Amendment No. 3 is $535,800. This would bring the overall project GMP to $13,141,552.

FUNDING SOURCE: Gregory Street Plaza: 203-0000-502-58-14

WORKSHOP DATE: December 11, 2019

ORIGINATED BY: Tom Isbester / Matt Reed

STAFF PERSON RESPONSIBLE: Tom Isbester / Matt Reed

PROJECT COMPLETION DATE: March 31, 2021

DOCUMENTS ATTACHED: Amendment No. 3

CITY ATTORNEY REVIEW: [ ]Yes [X]No [ ]N/A INITIALS________
AMENDMENT NO. 3
ACCEPTANCE OF THE PHASE 3 SCOPE OF WORK AND GUARANTEED MAXIMUM PRICE

City of Black Hawk Gregory Street Plaza
December 11, 2019

This Amendment to the Agreement between the parties signing below shall establish Phase 3 of the jointly agreed scope of Work and shall increase the Guaranteed Maximum Price, in accordance with the terms of the Agreement entitled Construction Manager/General Contractor Agreement, dated February 27, 2019. Terms capitalized in this document are specifically defined in the Agreement and in the Contract Documents incorporated therein.

A.1. PHASE 3 SCOPE OF WORK

The Phase 3 scope of Work includes:

- Paint removal, brick repair and replacement, and mortar repair and replacement throughout the exterior of the historic church building located at 331 Gregory Street.
- A description of the Work is included within Exhibit B, which is incorporated herein and attached hereto.


A.2. GUARANTEED MAXIMUM PRICE

The increase in the Guaranteed Maximum Price due to the Phase 3 scope of Work is $535,800, as presented in Exhibit B.

The total Guaranteed Maximum Price is therefore Thirteen Million One Hundred Forty-One Thousand, Five Hundred Fifty-Two Dollars ($13,141,552), which includes the following:

- $26,452 preconstruction fee, as approved by City Council on February 27, 2019.
- $856,700 for house-moving and box culvert procurement, as approved by City Council in Amendment No. 1 on July 10, 2019.
- $11,722,600 for Gregory Street Plaza site and building construction, as approved by City Council in Amendment No. 2 on September 25, 2019.
- $535,800 for exterior rehabilitation of 331 Gregory Street, as presented herein.

The Guaranteed Maximum Price is the maximum amount payable for performance of the scope of Work in accordance with the Contract Documents, including this Amendment and its incorporated Exhibit B.
A.3. CONTRACT TIME

The date of Substantial Completion for the Gregory Street Plaza project remains *March 31, 2021*, as established in Amendment No. 2 to the Agreement.
A.4. AUTHORIZATION TO PROCEED

Based on the representations made herein, the Construction Manager/General Contractor is hereby authorized to:

1) Conclude negotiations with bidders, and notify Owner of the intent to award subcontracts in accordance with the Agreement;
2) Commence construction in accordance with the Agreement, pending procurement of required insurance and bonds.

IN WITNESS WHEREOF the parties hereto each herewith subscribe the same.

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

ROCHE CONSTRUCTORS, INC.

By: ____________________________
    ____________________________
    Name: Thomas J. Roche
    Title: President & CEO

STATE OF COLORADO
COUNTY OF Weld

The foregoing instrument was acknowledged before me this 6th day of December, 2019, by Thomas J. Roche, President & CEO of Roche Constructors, Inc., as President & CEO of Roche Constructors, Inc.

My commission expires: 08/08/2023

Witness my hand and official seal.
Gregory Street, Phase II - Black Hawk, Colorado
Church Rehabilitation Proposal Letter
Wednesday, December 4, 2019

I. Description of Work
Roche Constructors, Inc. (Roche) is pleased to submit this proposal letter for the Church Exterior Rehabilitation project located at the Gregory Street Plaza located in Black Hawk, Colorado. The below pricing reflects all supervision, labor, material, and equipment costs anticipated for completion of all work as detailed in the Masonry Evaluation Report by Atkinson-Noland & Associates dated September 16, 2019.

II. Cost Summary
Roche agrees to perform all work as detailed in the above mentioned documents for the following costs:

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Masonry Repair and Repointing - Allowance</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>Lead Paint Abatement</td>
<td>$184,000.00</td>
</tr>
</tbody>
</table>

**Cost of Work Sub Total:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Conditions</td>
<td>$-</td>
</tr>
<tr>
<td>General Liability Insurance</td>
<td>$3,680.00</td>
</tr>
<tr>
<td>Builder’s Risk</td>
<td>$2,989.00</td>
</tr>
<tr>
<td>Payment &amp; Performance Bonds</td>
<td>$3,606.00</td>
</tr>
<tr>
<td>Overhead &amp; Fee</td>
<td>$41,525.00</td>
</tr>
</tbody>
</table>

**Project Total:**

$535,800.00

III. Clarifications & Assumptions
Base bid price includes all exterior paint stripping and abatement (water capture, transport, and disposal)
All work is assumed to take place during current construction period (completed by December 2020)
Price includes a $300,000 allowance for worst-case scenario masonry repair and repointing

IV. Exclusions
Project design and engineering fees (by Owner)
Building permits development fees (by Owner)
Plan review fees
Taxes (project exempt)
All costs for testing and quality control (by Owner)
Third-party material testing fees

Thank you for allowing us the opportunity to be a part of your team. Please contact us with any questions.

Sincerely,

ROCHE CONSTRUCTORS, INC.

Sean Hawley
Senior Estimator