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: August 10, 2016
7. Public Hearings
   A. CB19, An Ordinance Approving an Intergovernmental Agreement for the 2016 General Election Between the City of Black Hawk and Gilpin County by the Gilpin County Clerk and Recorder
   B. CB20, An Ordinance Submitting a Ballot Question and Setting the Ballot Title Therefor
8. Action Items:
   A. Resolution 62-2016, A Resolution Awarding a Contract to Master Security Center to Upgrade the Water Department Security and Surveillance System in an Amount Not To Exceed $43,089.00
   B. Resolution 63-2016, A Resolution Approving the Health and Wellness Reimbursement Policy
   C. Resolution 64-2016, A Resolution Amending Resolution No. 18-2016, A Resolution Approving the Site Development Plan and Certificate of Appropriateness for the Ameristar Casino Sprung Building
   D. Resolution 65-2016, A Resolution Awarding the Contract for the 2016 Christmas Decorations with Alpine Artisan Studios in the Amount of $119,000.00
9. City Manager Reports:
10. City Attorney:
11. Executive Session:
12. Adjournment:

Mission Statement

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community.
1. CALL TO ORDER: The regular meeting of the City Council was called to order on
Wednesday, August 10, 2016, at 3:00 p.m. by Mayor Spellman.

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

Staff present: City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, Fire
Chief Taylor, City Clerk/Administrative Services Director Greiner, Finance Director Hillis, Community Planning and Development
Administrator Linker, Street Superintendent Schaller, and Baseline
Engineering Consultant Harris.

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

3. AGENDA CHANGES: City Clerk Greiner confirmed there were no agenda changes.

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

6. APPROVAL OF
MOTION TO APPROVE  

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

MOTION PASSED  

There was no discussion and the motion passed unanimously.

7. PUBLIC HEARINGS:

A. CB18, An Ordinance Stating the Intent of the City of Black Hawk to Acquire Certain Properties for Open Space and Recreational Purposes Within the Meaning of C.R.S. § 38-6-101, and C.R.S. § 31-25-201

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann explained that this ordinance, if approved, will authorize the City to acquire certain remaining properties on Maryland Mountain and 531 Chase Street which would complete the property acquisitions needed for the trail system and associated facilities. The acquisitions are authorized under Colorado law for open space and trail purposes. The intent is to negotiate with the property owners and attempt to acquire the properties voluntarily. However, if that is unsuccessful, this ordinance does give the City the authority to acquire the properties involuntarily. City Attorney Hoffmann noted the history of 531 Chase Street, and stated that the City hasn’t heard anything from its owners in approximately a year in terms of any plans for the property. After viewing the property today in anticipation of Council hearing the ordinance, it is clear the property is abandoned in respects to the structure. Nothing has been done with the property except to board up the structure. Mayor Spellman noted there was no attempt to even board up the property securely. The property owner has not contacted the City to seek a land use approval or any other approval from the City. The tramway touches the property and the property is the gateway to the open space. City Attorney Hoffmann stated the acquisition of the property was certainly authorized.

PUBLIC HEARING:  

Mayor Spellman declared a Public Hearing on CB18, An Ordinance Stating the Intent of the City of Black Hawk to Acquire Certain Properties for Open Space and Recreational Purposes Within the Meaning of C.R.S. § 38-6-101, and C.R.S. § 31-25-201 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 Midcap MOVED and was SECONDED by Alderman Armbright to Approve CB18, An Ordinance Stating the Intent of the City of Black Hawk to Acquire Certain Properties for Open Space and Recreational Purposes Within the Meaning of C.R.S. § 38 6-101, and C.R.S. § 31-25-201.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

B. Resolution 60-2016, A Resolution Conditionally Approving a Certificate of Appropriateness Site Development Plan and License Agreement for the Monarch Hotel Tower Located at 488 Main Street

Mayor Spellman read the title and opened the public hearing.

Vince Harris, Baseline Corporation, introduced the item for a Certificate of Appropriateness for the Site Development Plan for the Monarch Hotel Tower and License Agreement for phase 3 of the project. The application is complete and meets all the requirements included in the PUD approved in 2013, and is ready for Council approval with six conditions.

Mr. John Farahi, CEO, Corporate Office, 3800 S. Virginia Street, Reno, NV, thanked the Council, City Attorney, and staff. Mr. Farahi gave an overview of the demolition of the existing parking structure and the future hotel tower.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 60-2016, A Resolution Conditionally Approving a Certificate of Appropriateness Site Development Plan and License Agreement for the Monarch Hotel Tower Located at 488 Main Street open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Moates to Approve Resolution 60-2016, A Resolution Conditionally Approving a Certificate of Appropriateness Site Development Plan and License Agreement for the Monarch Hotel Tower Located at 488 Main Street, with six conditions.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

8. ACTION ITEMS:
A. Resolution 61-2016, A Resolution Approving the Contract Between the City of Black Hawk and Andraos Construction, LLC for the Concrete Curb and Gutter Repair Project in an Amount Not To Exceed $43,995.75

Mayor Spellman read the title.

Public Works Director Isbester introduced the annual curb and gutter maintenance contract.

**MOTION TO APPROVE**

Alderman Johnson MOVED and was SECONDED by Alderman Torres to approve Resolution 61-2016, A Resolution Approving the Contract Between the City of Black Hawk and Andraos Construction, LLC for the Concrete Curb and Gutter Repair Project in an Amount Not To Exceed $43,995.75.

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously.

9. **CITY MANAGER REPORTS:**

City Manager Lewis had nothing to report.

10. **CITY ATTORNEY:**

City Attorney Hoffmann had nothing to report.

11. **EXECUTIVE SESSION:** City Attorney Hoffmann recommended item number 2 for specific legal issues related to potential legislation.

**MOTION TO ADJOURN INTO EXECUTIVE SESSION**

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 3:35 p.m. to hold a conference with the City 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 Torres to adjourn the Executive Session at 3:50 p.m.

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously.

12. **ADJOURNMENT:** Mayor Spellman declared the Regular Meeting of the City Council closed at 3:50 p.m.
COUNCIL BILL 19
AN ORDINANCE
APPROVING AN
INTERGOVERNMENTAL
AGREEMENT FOR THE
2016 GENERAL
ELECTION BETWEEN
THE CITY OF BLACK
HAWK AND GILPIN
COUNTY BY THE GILPIN
COUNTY CLERK AND
RECORDER
TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE 2016 GENERAL ELECTION BETWEEN THE CITY OF BLACK HAWK AND GILPIN COUNTY BY THE GILPIN COUNTY CLERK AND RECORDER

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 for the 2016 General Election between the City of Black Hawk and Gilpin County, Colorado by the Gilpin County Clerk and Recorder, 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 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 24th day of August, 2016.

ATTEST:

_______________________________
David D. Spellman, Mayor

_______________________________
Melissa A. Greiner, City Clerk
SUBJECT: Intergovernmental Agreement with Gilpin County for 2016 General Election

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

MOTION TO APPROVE Council Bill 19, An Ordinance Approving An Intergovernmental Agreement for the 2016 General Election Between the City of Black Hawk and Gilpin County by the Gilpin County Clerk and Recorder.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk has called a special election to be coordinated with Gilpin County on November 8, 2016, and has set a sales tax ballot question therefor.

AGENDA DATE: August 24, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: Administrative Services Election Line Item

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

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

DOCUMENTS ATTACHED: IGA

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY:

Melissa A. Greiner
City Clerk/Administrative Services Director

Jack D. Lewis
City Manager
INTERGOVERNMENTAL AGREEMENT
FOR
2016 GENERAL ELECTION

THIS AGREEMENT is entered into by and between Gilpin County (County) by the Gilpin County Clerk and Recorder, hereinafter referred to as County Clerk, and the City of Black Hawk, hereinafter referred to as District. The District desires to conduct an election on November 8, 2016 pursuant to its statutory authority and a coordinated election is required pursuant to C.R.S. 1-7-116 et seq; such election to occur on November 8, 2016 as a General Election pursuant to a resolution adopted by the Gilpin County Board of County Commissioners on ____________.

RECITALS:
The County Clerk has agreed to perform the coordinated election services set forth herein in consideration for the performance by the District of its obligations and payment of election expenses, costs and fees as set forth herein; and

This Agreement is authorized by C.R.S. 29-1-203, and 1-1-111, and 1-7-116(2); and

CRS 1-1-111(2) authorizes the City of Black Hawk to contract with the County Clerk to perform all duties of the City Clerk of the City of Black Hawk, in connection with the conduct of the 2016 general election.

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties agree as follows:

1. Purpose. Pursuant to the terms of this agreement, the County Clerk and the District agree to the scheduling of a coordinated election on November 8, 2016. Such coordinated election involves more than one political subdivision with overlapping boundaries, and the County Clerk shall serve as the Coordinated Election Official for the political subdivisions involved in this election. This election shall be held under the provision of Title 1 of the Colorado Revised Statutes, hereafter identified as “the Code”.

2. Designation of Officials. The County Clerk will serve as the “Election Official” to act as the primary liaison between the District and the County for the Coordinated Election. The District has or will designate Melissa Greiner, City Clerk, as the District election representative for purposes of this Agreement, to the extent required by the Code, who shall act as the primary liaison between the District and the County Clerk as Coordinated Election Official.

3. Election responsibilities

(a) County Clerk Except as otherwise specifically provided in this agreement, The County Clerk will perform all duties, provide all services and supplies and render all decisions required under the Code which otherwise would have been the responsibility of the City Clerk, as District Election Official and Officer in a non-coordinated election for the City of Central.

(b) District The District is responsible for the accuracy and legality of the information which it furnishes to the County Clerk, and shall defend and indemnify the County and the County Clerk, from and against any claims or liability arising therefrom. Prior to the submission of the prepared ballot to the printer, the County Clerk will provide a proof of the ballot to the District. District shall then proofread the ballot and advise the County Clerk in writing of any changes or corrections within the time required by the County Clerk. District shall certify its portion of the consolidated
ballot to the County Clerk. The ballot content must be provided in Microsoft Word or in Notepad document format, attached in an email to the County Clerk at gcclerk@co.gilpin.co.us. The content must be formatted exactly as the District wishes it to appear on the ballot.

4. **Ballot Issue Notices.** If a ballot issue is being submitted by District, public comments pertaining to the ballot issue must be filed with the District no later than September 23, 2016, as required pursuant to Article X Section 20 (3) (b) (v) of the Colorado Constitution and C.R.S. 1-7-901(4). The District shall provide such notice, including pro and con summaries and fiscal information, to the County Clerk no later than 12:00 o’clock noon on September 27, 2016, pursuant to C.R.S. 1-7-904. The District shall be solely responsible for the notice’s preparation, accuracy, and the language contained therein. The pro and con summaries must be provided in Microsoft Word document format, attached in an e-mail to the County Clerk at gcclerk@co.gilpin.co.us. The County Clerk shall be responsible for combining the District’s text of the notice for all participating Districts. At least thirty (30) days before the election, the County Clerk as Coordinated Election Official shall mail the ballot issue notice to each address of active registered electors who reside in the County as required by law pursuant to C.R.S. 1-7-906(1), but in any case not later than October 7, 2016, as required pursuant to Article X Section 20 (3) (b) of the Colorado Constitution. The County Clerk shall be responsible for contacting the Gilpin County Assessor’s Office requesting and for obtaining a list of out-of-county voters, and for mailing the required notice to each address of active registered electors who do not reside within the county where the District is located pursuant to C.R.S. 1-7-906(2).

5. **Canvass of Votes.** The County Clerk shall select and appoint a board of canvassers to canvass the votes; provided that the District at its option may designate one of its members or one eligible elector from the District to assist the County Clerk in the survey of the returns for the District. If the District desires to appoint one of its members or an eligible elector to assist, it shall make the appointment and notify the County Clerk no later than thirty (30) days prior to the election. The canvass of votes will be conducted by the County Clerk and will be completed no later than seventeen (17) days after the election. Official results of the canvass will be provided to the District. Any certificates of election, which are required by law to be forwarded to another division of government, shall be the responsibility of the District. If the District determines that a separate canvass board is necessary, the District shall arrange for such board at the District’s expense. The County Clerk will be present at such canvass and in no event will the election records leave the premises. In the event a recount of the District’s election is necessary, such recount will be conducted by the County Clerk under the provisions provided by law at the expense of the District.

6. **Cancellation of Election.** If all or any portion of the District’s portion of the election is cancelled under the provision of C. R. S. 1-5-208(1.5), the District shall notify the County Clerk in writing by 4:30 o’clock PM. September 6, 2016. If all or any portion of the District’s portion of the election is cancelled under the provisions of C.R.S. 1-5-208(2), the District shall notify the County Clerk in writing by 4:30 o’clock PM, October 14, 2016. The District will still be liable for all costs payable by District under this agreement up to the point of cancellation of the election. The District shall provide notice by publication of the cancellation of the election and a copy of the notice shall be posted in the office of the County Clerk as the Coordinated Election Official.

7. **Payment of Costs.** Without limiting the obligations of District under paragraph 10 of this Agreement, District shall pay the County Clerk for the District’s portion of the actual costs of services and supplies, whether or not a cancellation has occurred under Cancellation of Election. The District shall pay the actual costs within twenty (20) days of receipt of the County Clerk’s invoice therefore. The estimated costs for the conduct of the Election by the County Clerk under this Agreement, including the cost of preparing this Agreement, are set forth in Exhibit A attached hereto. District acknowledges that actual
costs of services and supplies is unknown at this time and that such costs may exceed the estimated costs.

8. **Colorado Open Records Act.** (CORA). The County Clerk shall be primarily responsible for responding to requests under CRS 24-72-201 et seq. for inspection of public records in the custody or control of the County Clerk relating to the District election conducted pursuant to this agreement. District shall be responsible for responding to requests for any election records in the custody or control of the City Clerk. Any such requests received by the County Clerk shall be forwarded immediately to the City Clerk. The District will cooperate with the County Clerk in the collection and copying of records in the custody or control of the Clerk. The County Clerk shall be responsible for any determination required as to whether the election records requested, and in the custody or control of the County Clerk may be inspected under CORA. District shall be responsible for any such determination with respect to public records in the custody or control of the City Clerk. District shall be responsible for all costs incurred by the County Clerk in assembling and duplicating election records requested, to the extent not paid by requesting parties. District shall indemnify, save, protect, and hold harmless the County Clerk and County from any claims or liabilities arising from any denial of inspection by District. District shall assume and indemnify County Clerk and the County from, all cost of defending the County Clerk against any such claims, including reasonable attorney fees and court costs.

9. **Election Challenges.** In the event of any challenge or other legal action contesting the election or the conduct of the election, the District shall bear all costs of the District and the County Clerk in defending such challenge or other legal action, and of any liability resulting therefrom. If a new election or other procedure must be conducted as a result of such challenge or recount or other legal action, the District shall pay its proportional share of actual costs of the new election or other procedure. Notwithstanding the foregoing, if a court determines that an act or omission of only the County Clerk or of only the District made necessary the new election or other procedure, the responsible party shall pay the entire cost of any liability resulting therefrom and of any new election or other procedure ordered by a court.

10. **Indemnification.** Any indemnification of the County Clerk or County of Gilpin to be provided by District under the terms of this agreement, shall include all costs and expenses and reasonable attorney fees incurred by the County Clerk and/or County in defending any matter subject to the indemnification.

11. **General Provisions** This Agreement may be amended only in writing and following the same formality as the execution of this initial Agreement. If any provision of the Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such holdings shall not affect the validity, legality, or enforceability of the remaining provisions.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective this _________ day of _____________________, 2016.

GILPIN COUNTY

By: ________________________________________________
    Colleen Stewart
    Gilpin County Clerk and Recorder

Date: __________________________

Attest: ______________________________
    Melissa A. Greiner
    City of Black Hawk City Clerk

City of Black Hawk

By: ________________________________________________
    David D. Spellman
    City of Black Hawk Mayor

Date: __________________________

Attest: ______________________________
    Melissa A. Greiner
    City of Black Hawk City Clerk

____________________________________
Linda Isenhart, Chair
Board of County Commissioners

Date: __________________________

Attest: ______________________________
EXHIBIT A

Estimated Costs of Black Hawk Election
November 2016

$9.66 per voter

Ballot set up fee = $150.00 per candidate or ballot issue

TABOR Notice = Printing costs + mailing cost per vendor (Response Technologies) plus staff time for set up @ $50.00 hour.

Verify petitions = $50.00 per hour

Additional staff time = $50.00 per hour (i.e. counseling with possible candidates or their representatives)

Write in candidate processing fee = $100.00 per hour (election judges)

County attorney fees to reword the IGA agreement = $500.00 estimated

Contested race = staff time, plus election judge time @ $100.00 ea. Plus attorney fees.
COUNCIL BILL 20
AN ORDINANCE
SUBMITTING A BALLOT
QUESTION AND SETTING
THE BALLOT TITLE
THEREFOR
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB20
ORDINANCE NUMBER: 2016-20

TITLE: AN ORDINANCE SUBMITTING A BALLOT QUESTION AND SETTING THE BALLOT TITLE THEREFOR

WHEREAS, the City of Black Hawk has called a special election to be coordinated with Gilpin County on November 8, 2016, and has set a sales tax ballot question therefor; and

WHEREAS, at that election the City Council would like to submit another ballot question to City voters to determine whether the City should be authorized now to provide broadband services at some point in the future.

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

Section 1. The following ballot question shall be submitted to the registered electors of the City of Black Hawk at the November 8, 2016, special municipal election:

WITHOUT INCREASING TAXES AND WITHOUT LIMITING ITS HOME RULE AUTHORITY, SHALL THE CITY OF BLACK HAWK BE AUTHORIZED TO PROVIDE HIGH-SPEED INTERNET (ADVANCED SERVICES), TELECOMMUNICATIONS SERVICES, AND/OR CABLE TELEVISION SERVICES TO RESIDENTS, BUSINESSES, SCHOOLS, LIBRARIES, NONPROFIT ENTITIES AND OTHER USERS OF SUCH SERVICES, EITHER DIRECTLY OR INDIRECTLY WITH PUBLIC OR PRIVATE SECTOR PARTNERS, AS EXPRESSLY PERMITTED BY §§ 29-27-101 TO 304, "COMPETITION IN UTILITY AND ENTERTAINMENT SERVICES," OF THE COLORADO REVISED STATUTES?

YES ___
NO ___

Section 2. The City Council hereby sets the ballot title for such question in the same form as the question set forth in Section 1 hereof.

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 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 24th day of August, 2016.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Ballot Question and Setting the Ballot Title Therefor

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

MOTION TO APPROVE Council Bill 20, An Ordinance Submitting a Ballot Question and Setting the Title Therefor

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk has called a special election to be coordinated with Gilpin County on November 8, 2016, and has set a sales tax ballot question therefor; and at that election the City Council would like to submit another ballot question to City voters to determine whether the City should be authorized now to provide broadband services at some point in the future.

AGENDA DATE: August 24, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: Administrative Services Election Line Item

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann
City Attorney

DOCUMENTS ATTACHED: See CB19 IGA

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY:

__________________________  ____________________________
Melissa A. Greiner  Jack D. Lewis
City Clerk/Administrative Services Director  City Manager
RESOLUTION 62-2016
A RESOLUTION
AWARDING A CONTRACT
TO MASTER SECURITY
CENTER TO UPGRADE
THE WATER
DEPARTMENT SECURITY
AND SURVEILLANCE
SYSTEM IN AN AMOUNT
NOT TO EXCEED
$43,089.00
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 62-2016

TITLE: A RESOLUTION AWARDING A CONTRACT TO MASTER SECURITY CENTER TO UPGRADE THE WATER DEPARTMENT SECURITY AND SURVEILLANCE SYSTEM IN AN AMOUNT NOT TO EXCEED $43,089.00

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

Section 1. The City Council hereby awards a Contract to Master Security Center to upgrade the Water Department Security and Surveillance System in an amount not to exceed $43,089.00, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 24th day of August, 2016.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Approve Resolution 62-2016, a Resolution awarding the contract and authorizing the Mayor to execute the contract with Master Security Center to upgrade the Water Department security and surveillance system.

RECOMMENDATION: If City Council chooses to approve Resolution 62-2016, the recommended motion is as follows:

MOTION TO APPROVE Resolution 62-2016, a Resolution to award the contract and authorize the Mayor to execute the contract with Master Security Center to upgrade the Water Department security and surveillance system in the amount of $43,089.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The current security and surveillance systems for the water plants and associated facilities are over 14 years old. There are also multiple vendors associated with the security depending on the site. Much of the system is no longer supported due to advances in technology. The water plants and facilities need to be secured and monitored for safety. Staff solicited proposals from multiple vendors and received two proposals. Master Security provided the best proposal for the lowest cost. Work will include new cameras at both plants and both storage tanks. Intrusion alarms will be installed at both treatment plants and at 7 pump stations. A keypad will be installed at the Dory Hill Gate so that deliveries can be allowed access from the control room. This will bring all services under one contractor and one equipment supplier. Master also had the lowest monthly monitoring costs.

FUNDING SOURCE: 501-3150-460-4515 Security System Maint

WORKSHOP DATE: August 24, 2016

STAFF PERSON RESPONSIBLE: Jason Fredricks

PROJECT COMPLETION DATE: November 18, 2016

DOCUMENTS ATTACHED: trade contract

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

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director

Jack Lewis, City Manager
TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this __________ day of _____________________, 2016, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the ("City") and Master Security Center (hereinafter referred to as ("Contractor").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the City and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with Exhibit A, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the "Project").

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the City and Contractor, consist of this Agreement and Exhibit A and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The City shall pay Contractor for the performance of work and completion of the Project not to exceed the amounts set forth in Exhibit A.

Section 4. Times and Methods of Payment.

A. Payment shall be made for services rendered upon completion and final acceptance of the project and shall be due and owing within thirty (30) days of Contractor’s submittal of his invoice. Contractor shall submit invoices prior to the twenty-fourth (24th) day of each month for payment the following month. Payment of any invoice that is received after the twenty-fourth (24th) day of each month may be delayed up to a period of sixty (60) days. If the City objects to any invoices submitted by Contractor, the City will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

B. If the City fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor’s bill, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until Contractor’s outstanding bills have been paid in full.

Section 5. Not Used

Section 6. Not Used

Section 7. Final Acceptance. Final acceptance of the Project shall follow inspection and approval of Contractor’s performance by the City, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The City
shall have the right and authority to determine the acceptability of Contractor’s performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the City is subject to the provisions of this Contract, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the City for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the City and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, material man, equipment supplier, manufacturer or other person.

Section 8. Commencement and Completion of Performance. The services called for shall commence by September 1, 2016 and end on November 18, 2016. Contractor shall commence any work requested by the City within ten (10) days of notification by the City. In the event Contractor fails to commence work within this time period, the City may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the City and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed. If Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then Contractor shall pay to the City the amount of liquidated damages and not as penalty the sum of (N/A) for each calendar day that Contractor shall be in default after ____________ N/A ______. The City will charge Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the City in connection with any work accomplished after the specified completion date.

Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and Contractor has promptly given written notice of such delay to the City:

A. to any preference, priority or allocation order duly issued by the City; and

B. to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

Section 9. Termination.

A. This Agreement may be terminated in whole or in part in writing by either
party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:

i. not less than ten (10) calendar days written notice of intent to terminate, and

ii. an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by the City for its convenience.

C. Upon receipt of a termination action pursuant to paragraphs a. and b. above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

Section 10. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefor unless otherwise specified by the City. The City shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The City is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the City is exempt shall not be included in the Agreement Price. The City shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. §39-26-114(1)(a)(XIX), Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers’ compensation, safety and health, state labor and materials, and equal employment opportunity.

Section 11. Indemnification.

The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their insurers, from and against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor’s employees, subcontractors or anyone else employed directly or indirectly by the Contractor,
Contractor’s employees or subcontractor.

The Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims or demands at the sole expense of the Contractor, or at the option of the City, Contractor agrees to pay the City or reimburse the City for defense costs incurred by the City in connection with any such liability, claims, or demands. The Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 12. Insurance.

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

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

1. Worker’s Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars ($500,000) each incident, five hundred thousand dollars ($500,000) disease-policy limit, and five hundred thousand dollars ($500,000) disease-each employee.

2. General Public Liability Insurance to be written with a limit of liability of not less than one million dollars ($1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than two million dollars ($2,000,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars.
($1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident and not less than two million dollars ($2,000,000) for all damages arising out of injury to, or destruction of property, including the City’s property, during the policy period. The General Public Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.

3. Protective Liability and Property Damage insurance covering the liability of the Owner, including any employee, officer or agent of the Owner with respect to all operations under the Contract by the Trade Contractor or his sub-contractors shall be obtained and maintained during the life of this Contract.

4. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate with respect to each of the Trade Contractor’s owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Trade Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Trade Contractor providing services to the Owner under this contract.

C. To the extent that liability results from the acts or omissions of the Trade Contractor, all Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s), the Owner, whether private or governmental, the Owner’s officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies), or entity(ies) deemed necessary by the Owner. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

D. The insurance provided by the Trade Contractor shall be primary to insurance carried by the Owner, the Engineer, and all other additional insureds, and the principal defense of any claims resulting from the Trade Contractor’s obligations under the Contract shall rest with the Trade Contractor’s Insurer.

E. The parties hereto understand and agree that the Owner is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently Three Hundred Fifty Thousand Dollars ($350,000) per person and Nine Hundred Ninety Thousand Dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Owner, its officers or employees.

Section 13. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the City all workmanship, equipment and materials on or made a part of the Project and its structures for a period of one (1) year from and after the date of final acceptance of the work by the City as provided by this Agreement.

Section 14. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. Contractor shall require any
subcontractors to provide the City with a certificate of insurance which provides insurance coverage as provided by Section 11 of this Agreement. The certificate of insurance shall name the City as an additional insured and provide that the policy shall not be terminated without ten (10) days written notice to the City. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the City, Contractor shall disburse the same immediately to subcontractors without any requirement of the City to supervise the same. The City may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or material men prior to payment of progress payments or final payment. No contractual relationship shall exist between the City and any subcontractor because of the subletting of any part of the Project work.

Section 15. Changes in Contract Price. The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price will be determined by one or more of the following methods in the order of precedence listed below:

A. Unit prices previously approved, which are attached as Exhibit B and incorporated by this reference.

B. An agreed lump sum.

C. The actual cost of labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition there will be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of general overhead and profit.

Section 16. Work Rules.

A. Contractor shall perform all work hereunder in keeping with the rules and regulations that the City may promulgate at any time for the safe, orderly, and efficient conduct of all operations.

B. The City shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the City, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.

C. Nothing contained in this Agreement shall constitute Contractor as being an employee of the City, nor shall any employment relationship between the City and Contractor be created by the terms hereof.

D. Contractor is responsible for the safety of any of its materials, tools, possessions, and rented items stored on the job site and for protection of the Project and shall hold the City and its authorized representatives harmless from any damage or loss
incurred thereto.

E. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services, or instruments for whose actions Contractor is responsible hereunder.

F. No material, equipment, tools, supplies, or instruments other than those belonging to or leased by Contractor will be removed from the Project site by Contractor without the prior written approval of the City.

G. Contractor agrees to report immediately to the City, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor’s performance.

Section 17. Illegal Aliens

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

B. Prohibited Acts. Contractor shall not:

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

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

C. Verification.

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

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

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

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

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

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

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

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

Section 18. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 19. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification, or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 20. Severability. If any term, section, or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 21. Waiver. No waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach,
whether of the same or of a different provision of this Agreement.

Section 22. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.

Section 23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 24. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings, or agreements pertaining to such matters are merged into, and are superseded by this Agreement.

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

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
STATE OF COLORADO

COUNTY OF ________________

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
____ day of ________________________________, 20_____

by _____________________________________________

as the __________________ of __________________________

My commission expires: _____________________________

(SEAL)

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

FROM: ____________________________________________
(Prospective Contractor)

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

Project Name: Water Department Security System Improvement Project

Bid Number ____________________  Project No. ____________

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

Executed this ______ day of ____________________________, 20____.

Prospective Contractor ________________________________________

By: _______________________________________________________

Title: ____________________________________________________

Rev. 01/2015
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

_________________________  __________________________
Signature                                      Date
DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

______________________________
Contractor Signature

______________________________
Date

STATE OF COLORADO

) ) ss.
COUNTY OF _________________

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of ____________________________, 20______

by ____________________________________________________________

as the __________________________ of _______________________________________________________________________

My commission expires: __________________________________________

(SEAL)

Notary Public

Rev. 01/2015
## Acceptable Documents for Lawful Presence Verification

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

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

**Or**

**Documents that Only Serve to Prove Citizenship/Lawful Presence:**

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

**And**

**Documents that Serve to Prove Identification:**

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

SCOPE OF WORK

SEE ATTACHED PROPOSALS FROM MASTER SECURITY CENTER

Total Project Cost- $43,089
Monthly monitoring fees- $240
EXHIBIT B

SCHEDULE OF VALUES
**Quotation**

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**Bill To**

Jason Fredricks  
Black Hawk Water  
PO Box 68  
Black Hawk, CO 80422

**Ship To**

Jason Fredricks  
Black Hawk Water  
PO Box 68  
Black Hawk, CO 80422

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All quotes over 2000.00 require an initial deposit of 50% and payment in full at completion.

Colorado Sales Tax: $0.00

SUBTOTAL: $3,824.00

Thank you for the Opportunity!

We Guarantee Customer Satisfaction
Bill To
Jason Fredricks
Black Hawk Water
PO Box 68
Black Hawk, CO 80422

Ship To
Jason Fredricks
Black Hawk Water
PO Box 68
Black Hawk, CO 80422

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All quotes over 2000.00 require an initial deposit of 50% and payment in full at completion.

All quotes must be signed and accepted via fax at 303-722-5177.

Thank you for the Opportunity!

We Guarantee Customer Satisfaction

Questions? 303-333-2005
**Quotation**

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**Bill To**
Jason Fredricks  
Black Hawk Water  
PO Box 68  
Black Hawk, CO 80422

**Ship To**
Jason Fredricks  
Black Hawk Water  
Hidden Water  
Black Hawk, CO 80422

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Thank you for the Opportunity!

We Guarantee Customer Satisfaction

Questions? 303-333-2005
Quotation

ACCOUNT NO. | DATE       | TRANSACTION NO. |
-------------|------------|-----------------|
13703        | 03 NOV 2015| 10034697        |

*10034697*

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Thank you for the Opportunity!

We Guarantee Customer Satisfaction

Questions? 303-333-2005
**Quotation**

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*10034699*

**Bill To**
Jason Fredricks  
Black Hawk Water  
PO Box 68  
Black Hawk, CO 80422

**Ship To**
Jason Fredricks  
Black Hawk Water  
Dory Hill  
Black Hawk, CO 80422

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Thank you for the Opportunity!

We Guarantee Customer Satisfaction
Quotation

ACCOUNT NO. | DATE       | TRANSACTION NO.
-------------|------------|----------------
13703        | 03 NOV 2015 | 10034700

Bill To
Jason Fredricks
Black Hawk Water
PO Box 68
Black Hawk, CO 80422

Ship To
Jason Fredricks
Black Hawk Water
Dory Hill
Black Hawk, CO 80422

P.O. NUMBER | LOCATION | REP | INVOICE TERMS | DUE DATE | SHIP VIA | Work Order
-------------|----------|-----|---------------|----------|----------|-------------
101          |          | LG  | Due On Receipt | 04 NOV 2015 | ONSITE   |              

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Thank you for the Opportunity!
We Guarantee Customer Satisfaction

Questions? 303-333-2005
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**Questions?** 303-333-2005
## Quotation

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*10034702*

### Bill To
Jason Fredricks  
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PO Box 68  
Black Hawk, CO 80422

### Ship To
Jason Fredricks  
Black Hawk Water  
Dory Hill  
Black Hawk, CO 80422

### P.O. NUMBER  LOCATION  REP  INVOICE TERMS  DUE DATE  SHIP VIA  Work Order
Jason  101  LG  Due On Receipt  04 NOV 2015  ONSITE

### SKU  Description  Quantity  UM  Back Order  Unit Price  Extended Price
301  MSC DVR/NVR Hybrid 8tb 24channels  1  B  2,670.00  2,670.00  
MSCCBLT  Color Bullet Camera Varifocal Color With IR HD CAM  8  209.00  1,672.00  
MSCMD2.0ANA/HD  2.0 MP Color Camera HDTV!  6  289.00  1,734.00  
301  Network Bridge System  1  3,230.00  3,230.00  
303  Low Voltage Installation, Adjustments  1  5,500.00  5,500.00

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We Guarantee Customer Satisfaction
**Quotation**

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Questions? 303-333-2005
RESOLUTION 63-2016
A RESOLUTION APPROVING THE HEALTH AND WELLNESS REIMBURSEMENT POLICY
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 63-2016

TITLE: A RESOLUTION APPROVING THE HEALTH AND WELLNESS REIMBURSEMENT POLICY

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 Health and Wellness Reimbursement Policy, attached hereto as Exhibit A, and incorporated herein by this reference.

RESOLVED AND PASSED this 24th day of August, 2016.

____________________
David D. Spellman, Mayor

ATTEST:

___________________
Melissa A. Greiner, City Clerk
CURRENT POLICY

Policy: Gym Membership Reimbursement Policy

Purpose: Wellness Program

Scope: All City employees.

Definitions:

- Employees are encouraged to join and become active members of a gym of their choice. The City will reimburse annual membership fees up to $165.00. Alternate programs such as Pilates, Yoga, or Martial Arts may be considered.

Procedure:

A. Select a gym of your choice and pay for an annual membership. Memberships are not limited to single enrollments.

B. Submit the paid receipt or monthly contract for the annual membership to Employee Services for approval.

C. The membership will be logged and a check request will be submitted for reimbursement.

D. Membership reimbursements are limited to once annually, so be sure to maximize the entire dollar amount of $165 when you submit the reimbursement request.

E. Membership reimbursements may be renewed after 12 months.

References:

Funds allocated from Administrative Services Budget - Travel and Training, approved in 2016 Budget.

Check Request Form - Gym Membership Reimbursement
EXHIBIT A

NEW PROPOSED POLICY

Policy: Health and Wellness Reimbursement Policy

Purpose: Wellness Program

Scope: All Full Time City employees.

Policy: The City of Black Hawk will reimburse employees up to $165.00 per year for qualifying fitness related equipment or activities. Employees may be reimbursed for reasonable expenditures associated with physical fitness equipment and fitness activities to include: equipment purchases, equipment maintenance, specialized personal equipment, health management programs, athletic participation fees and gym memberships.

Procedure:

A. Employees will purchase equipment and/or services for fitness related activities or equipment and retain receipts, which clearly identify the item or service purchased.

B. Employees will submit the reimbursement request to Employee Services with paid receipts or other supporting documents.

C. Reimbursement requests are limited to submission once annually. The annual submission may include multiple receipts.

D. The reimbursement request will be processed for payment by Employee Services.

E. The Finance Department will issue a check to the employee subject to normal tax withholding procedures.

Disclaimer:

- The City will only reimburse employees for services and/or equipment purchased to maintain or improve an employee’s personal health.
- The employee will receive the primary benefit of the service and/or equipment.
- The employee waives any claims against the City of Black Hawk for any injury associated with the equipment or services purchased by the employee.
EXHIBIT A

REIMBURSEMENT SUBMISSION FORM

Employee name: _____

Department: _____

Date Purchased: _____

Equipment or service purchased: _____

Receipt attached: (yes or no) _____

Amount Requested: _____

I purchased the above service and/or equipment to maintain or improve my physical health.

I will receive the primary benefit of the service and/or equipment.

I waive any claims against the City of Black Hawk for any injuries associated with the equipment or services purchased.

I acknowledge any request may be denied if the request does not meet the intent of this policy.

Employee Signature:

Date submitted:
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Health and Wellness Reimbursement Policy

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

MOTION TO APPROVE Resolution 63-2016, A Resolution Approving the Health and Wellness Reimbursement Policy.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Staff recommends Council broaden the current Wellness Reimbursement Policy from gym memberships to equipment purchases, equipment maintenance, specialized personal equipment, health management programs, athletic participation fees and gym memberships.

AGENDA DATE: August 24, 2016
WORKSHOP DATE: N/A
FUNDING SOURCE: Administrative Services Travel & Training
DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No
STAFF PERSON RESPONSIBLE: Jack D. Lewis, City Manager
DOCUMENTS ATTACHED: Health and Wellness Reimbursement Policy
RECORD: [ ]Yes [ X ]No
CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A
SUBMITTED BY:

Jack D. Lewis, City Manager
RESOLUTION 64-2016
A RESOLUTION AMENDING RESOLUTION NO. 18-2016, A RESOLUTION APPROVING THE SITE DEVELOPMENT PLAN AND CERTIFICATE OF APPROPRIATENESS FOR THE AMERISTAR CASINO SPRUNG BUILDING
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 64-2016  

TITLE: A RESOLUTION AMENDING RESOLUTION NO. 18-2016, A RESOLUTION APPROVING THE SITE DEVELOPMENT PLAN AND CERTIFICATE OF APPROPRIATENESS FOR THE AMERISTAR CASINO SPRUNG BUILDING  

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

Section 1. The City Council hereby determines to amend Resolution No. 18-2016 with an updated condition B that originally approved the Site Development Plan and Certificate of Appropriateness for the Ameristar Casino Sprung Building. The Conditions of Approval stated in Resolution No. 18-2016 shall be amended to read as follows:  

A. All applicable building and electrical permits are required to be submitted with appropriate submittal items and fees within forty five (45) days of this approval by the Owner. Such permit requirements are determined by the Building Official for the City of Black Hawk. The City Building inspector will provide inspections of the building in accordance with what will be the approved building plans; and  

B. The owner in addition shall construct the necessary enhancements to the Sprung Building as necessary according to the approved building plans referenced in condition A above, and request inspections by the City within _______ days of this amended approval; and  

C. The approvals herein shall not take effect until such time as the Owner has satisfied the City of Black Hawk Building Official with Conditions A and B above and has issued a Certificate of Occupancy for the building.  

RESOLVED AND PASSED this 24th day of August, 2016  

_________________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: A Resolution to Amend Resolution No. 18-2016 (Approved May 23, 2016)

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

MOTION TO APPROVE Resolution No. 64-2016, a Resolution Amending Resolution No.18-2016, in order to adjust the conditions of approval in that document to read as follows:

A. All applicable building and electrical permits are required to be submitted with appropriate submittal items and fees within 45 days of this original approval by the Owner. Such permit requirements are determined by the Building Official for the City of Black Hawk. The City Building inspector will provide inspections of the building in accordance with what will be the approved building plans; and

B. The owner shall construct the necessary enhancements to the Sprung building as necessary according to the approved building plans referenced in condition A above, and request inspections by the City within ______ days of this amended approval; and

C. The Vested Property Right shall not take effect on this property until such time as the Owner has satisfied the City of Black Hawk Building Official with Conditions A and B above and has issued a Certificate of Occupancy for the building.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On March 23rd, 2016 the City of Black Hawk approved Resolution No. 18-2016 that granted a Certificate of Appropriateness and Site Development Plan for the Ameristar Sprung building located at 382 Avenue of the Allstars in Black Hawk. Resolution No.18-2016 permits the permanent use the Sprung structure that had been operating with expired temporary-use permits. The original Resolution contains three conditions of approval required prior to a Certificate of Occupancy being issued. These conditions read as follows:

A. All applicable building and electrical permits are required to be submitted with appropriate submittal items and fees within forty five (45) days of this approval by the Owner. Such permit requirements are determined by the Building Official for the City of Black Hawk. The City Building inspector will provide inspections of the building in accordance with what will be the approved building plans;

B. The owner in addition shall construct the necessary enhancements to the Sprung building as necessary according to the approved building plans referenced in condition 1 above, and request inspections by the City within five (5) months of this approval; and

C. The approvals herein shall not take effect until such time as the Owner has satisfied the City of Black Hawk Building Official with Conditions A and B above and has issued a Certificate of Occupancy for the building.

As of August 18, 2016 Condition B of Resolution No.18-2016 has not been satisfied. As specified in Condition B, the applicant has until Wednesday August 23, 2016, or 5 months after the approval date of Resolution No.18-2016 (March 23, 2016) to have all final inspections performed. In order to satisfy Condition B an inspection will need to be performed by both the Black Hawk Fire Department and by the City’s Building Department. In order for the Building Department to perform their inspection of the
Sprung structure a final inspection performed first by the Black Hawk Fire Department must be completed.

The Fire Department specifically outlined issues that need to be satisfied prior to their inspection in a Plan Review Report Dated July 13, 2016. In that report the Black Hawk Fire Department responded to a request for variance and outlined specific conditions that must be satisfied prior to the Fire Chief issuing his approval. The Fire Department shall perform its final inspection to ensure those conditions are satisfied. The subject letter has been attached for your review.

Condition B of Resolution No.18-2016 must therefore be amended to extend the 5 month deadline for final inspections because it is known that the completion of work and all inspections will not occur by August 23, 2016. This proposed Resolution No. 64-2016 therefore amends the condition of approval (Condition B) of Resolution No.18-16 to extend that period to _____ days post approval of this amended resolution or until __________, 2016. This duration and date will be conveyed to City Council at the City Council meeting once staff and the applicant have agreed to date that works well for Ameristar and can be supported by staff.

A copy of Resolution No. 64-2016 has been attached for your review.
TITLE: A RESOLUTION CONDITIONALLY APPROVING THE SITE DEVELOPMENT PLAN AND CERTIFICATE OF APPROPRIATENESS FOR THE AMERISTAR CASINO SPRUNG BUILDING

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

Section 1. The City Council hereby determines to conditionally approve the Site Development Plan and Certificate of Appropriateness for the Ameristar Casino Sprung Building upon the satisfaction of the following conditions:

A. All applicable building and electrical permits are required to be submitted with appropriate submittal items and fees within forty five (45) days of this approval by the Owner. Such permit requirements are determined by the Building Official for the City of Black Hawk. The City Building inspector will provide inspections of the building in accordance with what will be the approved building plans;

B. The owner shall construct the necessary enhancements to the Sprung Building as necessary according to the approved building plans referenced in condition 1 above, and request inspections by the City within five (5) months of this approval; and

C. The approvals herein shall not take effect until such time as the Owner has satisfied the City of Black Hawk Building Official with Conditions A and B above and has issued a Certificate of Occupancy for the building.

RESOLVED AND PASSED this 23rd day of March, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk
PLAN REVIEW REPORT

PROJECT
Sprung Building

PROJECT LOCATION
382 Avenue of Allstars

DATE OF REVIEW
13 July 2016

REVIEW BASED ON PLANS DATED
16 June 2016

REVIEW CONTACT
Janice Beecher
jbeecher@cityofblackhawk.org
303-582-2231
PROJECT INFORMATION

ARCHITECT: CSHQA 303.962.9164
STRUCTURAL ENGINEER: Ground Engineering 303.289.1989
MECHANICAL ENGINEER: NA
ELECTRICAL ENGINEER: NA

CODES USED FOR REVIEW

- 2015 International Building Code
- 2014 National Electric Code
- 2015 International Fire Code

Notice

This cursory plan review is based on the codes noted herein and represents a list of corrections necessary to comply with the requirements contained within them. This review is not a building permit. The local jurisdiction is responsible for issuing the appropriate permits based on this review. The approval of plans and specifications does not permit the violation of any section of any federal, state or local regulations. All comments in this report are based on the information provided on the drawings and supporting documentation provided for review. The building official does not accept any responsibility for any condition that was not known at the time of this report. We reserve the right to amend this report if additional information is received.

This report does not purport to review, interpret, apply, or certify compliance with the accessibility requirements set forth the Americans with Disabilities Act (ADA). The application, interpretation and enforcement of the ADA is vested with the Federal Department of Justice. Applicants are encouraged to seek professional review to ensure compliance with the ADA.
REVIEW COMMENTS

SAFEBUILT:
   1. Please provide verification and results of the special inspection to ensure the engineers added requirements are met.

PLANNING/ZONING:
   - No Comment

PUBLIC WORKS:
   - No Comment

WATER:
   - No Comment

SANITATION:
   - No Comment

BASELINE:
   - COA has been approved Resolution 18-2016 attached

FIRE:
   - Please review the following attachments:
     1. Response to Variance Request Letter
     2. Fire Department Plan Review Report
June 22, 2016

Mr. Mark Schlang  
Vice President, Design and Construction  
Pinnacle Entertainment  
L’Auberge Casino Resort Lake Charles  
777 Avenue L’Auberge  
Lake Charles, LA 70601

Variance Request

Mr. Schlang,  
I am in receipt of your request for a variance for the Ameristar Avenue of the Stars Storage Building. This request is for a variance under the City of Black Hawk Municipal Code, Chapter 18, Section 903.2 which requires fire suppression in structures in excess of 2500 square feet. I am in agreement with your request for the variance under the following conditions:

- The building shall be used for storage under the S-2 Classification and be unoccupied.

- The nearby located Cistern, of 20,000 gallons, shall be considered the water supply for fire suppression should there be a fire at the storage building.

- The property owner shall be required to maintain the Cistern full and in working order to include preventative maintenance and access in accordance with NFPA 1142 (Rural Water Supply). This is to include but not be limited to 5 year inspections, maintaining it full, 24/7 accessibility and ensuring the adjacent pad will support the City fire apparatus. Records shall be made available for the final fire inspection and also at each annual inspection.

- The Cistern shall be available to the fire department for any fire suppression needs in addition to the storage building.

- The City of Black Hawk will be responsible to refill the Cistern should it be utilized for fire suppression.
• While not restrictive outside of the International Fire Code for S-2 facilities, all efforts shall be made to limit the amount of combustibles stored in the structure due to no early notification system for a fire.

The fire department reserves the right to inspect the structure in accordance with the City adopted fire code and to test the Cistern to ensure it is full and accessible. You should retain this letter in your files and be prepared to present to the inspector upon his request and during scheduled and unscheduled inspections.

If you have any questions regarding this variance please feel free to contact me.

Donald E. Taylor MPA MEP NRP
Fire Chief/Emergency Manager

CC: Safebuilt (Building Official)
    Cynthia Linker, CP&D Administrator
    File

Attachment
The plans have been reviewed by the Black Hawk Fire Department for compliance with the adopted International Fire Code, Black Hawk Fire Code Amendments, and applicable NFPA Standards. The plans are approved with the following comments.

**Review Comments:**

- A final fire inspection of all items covered in the June 22, 2016 Variance Request is required.

These plans have been reviewed by the fire department as noted above. Comments shall be resolved during installation and compliance will be verified during field inspections.

**Notify Black Hawk Fire Department a minimum of 5 days prior to any required inspections and scheduled testing.**

Maintain a copy of the stamped, approved plans at the jobsite through the duration of the project. Plans shall be available to the inspector upon request. Failure to have the approved plans will result in a dismissed inspection.

**NOTE:** In accordance with the City of Black Hawk Fee Schedule additional fire inspection fees may be required. Please refer to the fee schedule as found on the City of Black Hawk website at [www.cityofblackhawk.org](http://www.cityofblackhawk.org) for further details. All inspection fees will be invoiced after the final fire inspection is completed.
If there are any questions related to this review please feel free to contact me

**Inspector Brad Krichau**
Black Hawk Fire Department
196 Clear Creek Street / PO Box 68
Black Hawk, Colorado 80422
Office: 303-582-2241
bkrichau@cityofblackhawk.org

PLAN REVIEW FEE: $400.00
RESOLUTION 65-2016
A RESOLUTION
AWARDING THE
CONTRACT FOR THE 2016
CHRISTMAS
DECORATIONS WITH
ALPINE ARTISAN
STUDIOS IN THE
AMOUNT OF $119,000.00
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 65-2016

TITLE: A RESOLUTION AWARDING THE CONTRACT FOR THE 2016 CHRISTMAS DECORATIONS WITH ALPINE ARTISAN STUDIOS IN THE AMOUNT OF $119,000.00

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

Section 1. The City Council hereby awards the Contract for the 2016 Christmas Decorations with Alpine Artisan Studios in the amount of $119,000.00, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 24th day of August, 2016.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Approve Resolution 65-2016, a Resolution awarding the contract and authorizing the Mayor to execute the 2016 Christmas Decoration contract.

RECOMMENDATION: If City Council chooses to approve Resolution 65-2016, the recommended motion is as follows: "Approve Resolution 65-2016, a Resolution to award the contract and authorize the Mayor to execute the 2016 Christmas Decoration Contract with Alpine Artisan Studios in the amount of $119,000.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
This contract is for the refurbishment and installation only of this year’s Christmas decorations. Some of the decorations have not been professionally maintained for over 15 years and are in need of costly refurbishment. The budget is set and to meet this constraint, we have elected not to refurbish and decorate anything in Mountain City. Only the trees at Gregory Diggings will be lit. Nothing will be installed at 271 Gregory and the tree at 250 Chase will not be lit. None of the figurines will be refurbished and installed at Stroehle, Fire Dept, or Police Dept. Many of these glitter metal mesh figurines are over 15 years old and are quite expensive to clean, refurbish and install. We will retain the product and possibly in the future will have the budget to refurbish and install. The focus of the décor will be Mountain Life Park and the Gazebo. We will focus on trying to repurpose and bring some of the Main Street décor down to the pedestrian poles to a level where pedestrians and visitors in vehicles will be able to appreciate it more.

Once the 2017 budget is approved, we will come back with a contract to remove and store the décor as well as complete the annual condition and inventory report. Later we will come back with a proposal to install the 2017 Christmas décor based on the budget.

FUNDING SOURCE: 010-1101-411-5827 Christmas Decorations

WORKSHOP DATE: August 24, 2016

ORIGINATED BY: Thomas Isbester/Gary Pauls

STAFF PERSON RESPONSIBLE: same

PROJECT COMPLETION DATE: December 31, 2016

DOCUMENTS ATTACHED: none

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

SUBMITTED BY: [Signature]

Reviewed by: [Signature]

Thomas Isbester, Public Works Director

Jack Lewis, City Manager