



## REGULAR MEETING AGENDA

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

August 24, 2016  
3:00 p.m.

### RINGING OF THE BELL:

1. CALL TO ORDER
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. ADENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. 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.



**City of Black Hawk  
City Council**

**August 10, 2016**

**MEETING MINUTES**

Michael Schaller, Public Works Street Superintendent, rang the bell.

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 MINUTES** July 27, 2016.

**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.

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Melissa A. Greiner  
City Clerk

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David D. Spellman  
Mayor

DRAFT

**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**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB19

ORDINANCE NUMBER: 2016-19

**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 24<sup>th</sup> day of August, 2016.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, City Clerk

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

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**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:**  Yes  No

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

**DOCUMENTS ATTACHED:** IGA

**RECORD:**  Yes  No

**CITY ATTORNEY REVIEW:**  Yes  N/A

**SUBMITTED BY:**



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Melissa A. Greiner  
City Clerk/Administrative Services Director



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Jack D. Lewis  
City Manager

8/15/16

**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](mailto: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](mailto: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

City of Black Hawk

By: \_\_\_\_\_  
Colleen Stewart  
Gilpin County Clerk and Recorder

By: \_\_\_\_\_  
David D. Spellman  
City of Black Hawk Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Melissa A. Greiner  
City of Black Hawk City Clerk

\_\_\_\_\_  
Linda Isenhardt, 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 24<sup>th</sup> day of August, 2016.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, City Clerk

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

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**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:**  Yes  No

**STAFF PERSON RESPONSIBLE:** Corey Y. Hoffmann  
City Attorney

**DOCUMENTS ATTACHED:** See CB19 IGA

**RECORD:**  Yes  No

**CITY ATTORNEY REVIEW:**  Yes  N/A

**SUBMITTED BY:**



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Melissa A. Greiner  
City Clerk/Administrative Services Director



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Jack D. Lewis  
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 24<sup>th</sup> day of August, 2016.

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

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, City Clerk



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

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**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:**

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Thomas Isbester, Public Works Director

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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 1 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 1 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 1 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 any 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

**CONTRACTOR**

\_\_\_\_\_

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: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
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. 13703

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: \_\_\_\_\_

**NO EMPLOYEE AFFIDAVIT**

**1. Check and complete one:**

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

**OR**

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

**2. Check one.**

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

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

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

(S E A L)

\_\_\_\_\_  
Notary Public

## **ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION**

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

- Colorado Driver's License or Identification Card
- Out of State 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**

'EXHIBIT A'



# Quotation

**45 Kalamath Street**  
**Denver, CO 80223**  
**303-333-2005 fax 303-722-5177**  
**Mastersecurity.com**

ACCOUNT NO.	DATE	TRANSACTION NO.
13703	10 JUL 2016	10035761

**\*10035761\***

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

P.O. NUMBER	LOCATION	REP	INVOICE TERMS	DUE DATE	SHIP VIA	Work Order
	101	LG	Due On Receipt	11 JUL 2016	ONSITE	

SKU	Description	Quantity	UM	Back Order	Unit Price	Extended Price
301	Wireless Point to Point	1			1,871.00	1,871.00
MSCMD1.3MPANA	1.3 MP Dome Analog Camera Color W/IR IP66	2			129.00	258.00
MSCDVR4CAM1TB	H.264 DVR 4 Cameras 1 TB Hard Drive	1			485.00	485.00
303	Low Voltage Installation, Adjustments	1			1,210.00	1,210.00

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.

SUBTOTAL	\$3,824.00
Colorado Sales Tax	\$0.00
<b>TOTAL AMOUNT</b>	<b>\$3,824.00</b>

Thank you for the Opportunity!

We Guarantee Customer Satisfaction

Member  
Denver/Boulder Area

**45 Kalamath Street**  
**Denver, CO 80223**  
**303-333-2005 fax 303-722-5177**  
**Mastersecurity.com**

ACCOUNT NO.	DATE	TRANSACTION NO.
13703	10 JUL 2016	10035762

**\*10035762\***

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

P.O. NUMBER	LOCATION	REP	INVOICE TERMS	DUE DATE	SHIP VIA	Work Order
	101	LG	Due On Receipt	11 JUL 2016	ONSITE	

SKU	Description	Quantity	UM	Back Order	Unit Price	Extended Price
MSCMD1.3MPANA	1.3 MP Dome Analog Camera Color W/IR IP66	4			129.00	516.00
MSCDVR4CAM1TB	H.264 DVR 4 Cameras 1 TB Hard Drive	1			485.00	485.00
303	Low Voltage Installation, Adjustments	1			900.00	900.00

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.

<b>SUBTOTAL</b>	<b>\$1,901.00</b>
Colorado Sales Tax	\$0.00
<b>TOTAL AMOUNT</b>	<b>\$1,901.00</b>

Thank you for the Opportunity!

We Guarantee Customer Satisfaction

Member  
Denver/Boulder Area

**45 Kalamath Street**  
**Denver, CO 80223**  
**303-333-2005 fax 303-722-5177**  
**Mastersecurity.com**

ACCOUNT NO.	DATE	TRANSACTION NO.
13703	03 NOV 2015	10034696

**\*10034696\***

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

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
MSCDVR161TB	16 Channel Dvr 8tb Harddrive	1			1,830.00	1,830.00
MSCCB142FM10	Bullet Camera, 1/4" Sony Super HAD CCD HD CAM	10			219.00	2,190.00
MSCCAMMR8270	BULLET CAMERA Varifocal Lens HD CAM	1			289.00	289.00
MSCPS1810A	18 Channel Power Supply 10amp	1			288.00	288.00
W/C	Wire, Connectors And Conduit	1			780.00	780.00
303	Low Voltage Installation, Adjustments	1			2,500.00	2,500.00

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.

<b>SUBTOTAL</b>	<b>\$7,877.00</b>
Colorado Sales Tax	\$0.00
<b>TOTAL AMOUNT</b>	<b>\$7,877.00</b>

Thank you for the Opportunity!

We Guarantee Customer Satisfaction

**45 Kalamath Street**  
**Denver, CO 80223**  
**303-333-2005 fax 303-722-5177**  
**Mastersecurity.com**

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

**\*10034697\***

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

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
HNYV20PKIT	Vista 20p Kit With Keypad Admin, Trtmnt, Pump	7			248.00	1,736.00
HNYGSMX4	GSM Cell Communicator For Total Connect	7			199.00	1,393.00
303	Low Voltage Installation, Adjustments	1			2,380.00	2,380.00

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.

SUBTOTAL	\$5,509.00
Colorado Sales Tax	\$0.00
<b>TOTAL AMOUNT</b>	<b>\$5,509.00</b>

Thank you for the Opportunity!

We Guarantee Customer Satisfaction

Member  
Denver/Boulder Area

**45 Kalamath Street**  
**Denver, CO 80223**  
**303-333-2005 fax 303-722-5177**  
**Mastersecurity.com**

ACCOUNT NO.	DATE	TRANSACTION NO.
13703	03 NOV 2015	10034699

**\*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

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
HNYL5100PK	Wireless Burg Kit	1			409.00	409.00
HNYMOTIONWRLS	Wireless Motion Detector	3			119.00	357.00
HNYDOORCNTWRLS	Wireless Door Contact	3			44.00	132.00
303	Low Voltage Installation, Adjustments	1			1,180.00	1,180.00
NOTES	Vortex Bldg	1			0.00	0.00

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.

SUBTOTAL	\$2,078.00
Colorado Sales Tax	\$0.00
<b>TOTAL AMOUNT</b>	<b>\$2,078.00</b>

Thank you for the Opportunity!

We Guarantee Customer Satisfaction



**45 Kalamath Street**  
**Denver, CO 80223**  
**303-333-2005 fax 303-722-5177**  
**Mastersecurity.com**

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

**\*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	

SKU	Description	Quantity	UM	Back Order	Unit Price	Extended Price
HNYL5100PK	Wireless Burg Kit	1			409.00	409.00
HNYMOTIONWRLS	Wireless Motion Detector	7			119.00	833.00
HNY6160RF	Wireless Recvrn6160 Keypad	1			188.00	188.00
HNYGSMX4	GSM Cell Communicator For Total Connect	1			199.00	199.00
303	Low Voltage Installation, Adjustments	1			1,220.00	1,220.00
NOTES	Main Office Area	1			0.00	0.00

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.

SUBTOTAL	\$2,849.00
Colorado Sales Tax	\$0.00
<b>TOTAL AMOUNT</b>	<b>\$2,849.00</b>

Thank you for the Opportunity!

We Guarantee Customer Satisfaction

Member  
Denver/Boulder Area

**45 Kalamath Street**  
**Denver, CO 80223**  
**303-333-2005 fax 303-722-5177**  
**Mastersecurity.com**

ACCOUNT NO.	DATE	TRANSACTION NO.
13703	03 NOV 2015	10034701

**\*10034701\***

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
Jason	101	LG	Due On Receipt	04 NOV 2015	ONSITE	

SKU	Description	Quantity	UM	Back Order	Unit Price	Extended Price
HNYV20PKIT	Vista 20p Kit With Keypad	1			248.00	248.00
HNYIS2535	Motion Detector	1			79.99	79.99
DOORCONTACT	Regular Door Contact	2			29.99	59.98
HNYGSMX4	GSM Cell Communicator For Total Connect	1			199.00	199.00
303	Low Voltage Installation, Adjustments	1			585.00	585.00
NOTES	Shop/Mtc	1			0.00	0.00

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.

SUBTOTAL	\$1,171.97
Colorado Sales Tax	\$0.00
<b>TOTAL AMOUNT</b>	<b>\$1,171.97</b>

Thank you for the Opportunity!

We Guarantee Customer Satisfaction



**45 Kalamath Street**  
**Denver, CO 80223**  
**303-333-2005 fax 303-722-5177**  
**Mastersecurity.com**

ACCOUNT NO.	DATE	TRANSACTION NO.
13703	03 NOV 2015	10034702

**\*10034702\***

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
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			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 I	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

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.

SUBTOTAL	\$14,806.00
Colorado Sales Tax	\$0.00
<b>TOTAL AMOUNT</b>	<b>\$14,806.00</b>

Thank you for the Opportunity!

We Guarantee Customer Satisfaction

Member  
Denver/Boulder Area

**45 Kalamath Street**  
**Denver, CO 80223**  
**303-333-2005 fax 303-722-5177**  
**Mastersecurity.com**

ACCOUNT NO.	DATE	TRANSACTION NO.
13703	03 NOV 2015	10034703

**\*10034703\***

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
Jason	101	LG	Due On Receipt	04 NOV 2015	ONSITE	

SKU	Description	Quantity	UM	Back Order	Unit Price	Extended Price
DKS1835SRF	1835 D Tele Entry Surface Mount	1			2,488.00	2,488.00
303	Low Voltage Installation, Adjustments	1			585.00	585.00

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.

SUBTOTAL	\$3,073.00
Colorado Sales Tax	\$0.00
<b>TOTAL AMOUNT</b>	<b>\$3,073.00</b>

Thank you for the Opportunity!

We Guarantee Customer Satisfaction

Member  
Denver/Boulder Area

**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 24<sup>th</sup> day of August, 2016.

---

David D. Spellman, Mayor

ATTEST:

---

Melissa A. Greiner, City Clerk

## **EXHIBIT A**

### **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:**  Yes  No

**STAFF PERSON RESPONSIBLE:** Jack D. Lewis, City Manager

**DOCUMENTS ATTACHED:** Health and Wellness Reimbursement Policy

**RECORD:**  Yes  No

**CITY ATTORNEY REVIEW:**  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 24<sup>th</sup> 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 23<sup>rd</sup>, 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.

**AGENDA DATE:** August 24, 2016

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:** [ X ] Yes [ ] No

**STAFF PERSON RESPONSIBLE:** Vincent Harris, Baseline Corporation

**DOCUMENTS ATTACHED:** Resolution No.18-2016 and proposed Resolution No. 64-2016, Plan Review Report dated July 13, 2016 from the Black Hawk Fire Department.

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

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

**SUBMITTED BY:**

**REVIEWED BY:**



8/18/2016

Vince Harris, Baseline Corporation

Jack D. Lewis, City Manager

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 18-2016

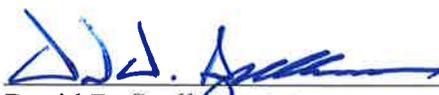
**TITLE: A RESOLUTION CONDITIONALLY APPROVING THE SITE DEVELOPMENT PLAN AND CERTIFICATE OF APPROPRIATENESS FOR THE AMERISTAR CASINO SPRUNG BUILDING**

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 23<sup>rd</sup> day of March, 2016.

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

ATTEST:

  
\_\_\_\_\_  
Melissa A. Greiner, City Clerk





# City of Black Hawk, Colorado

PO Box 68, 211 Church St  
Black Hawk, CO 80422  
Ph: (303) 582-0615 Fax: (303) 582-2239

---

## 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](mailto:jbeecher@cityofblackhawk.org)  
303-582-2231

# PROJECT INFORMATION

<b>ARCHITECT:</b>	CSHQA	303.962.9164
<b>STRUCTURAL ENGINEER:</b>	Ground Engineering	303.289.1989
<b>MECHANICAL ENGINEER:</b>	NA	
<b>ELECTRICAL ENGINEER:</b>	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**

### **SAFE BUILT:**

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



BLACK HAWK

FOUNDED 1859

INCORPORATED 1864

**Fire Department**

196 Clear Creek Street

P.O. Box 68

Black Hawk, CO 80422

www.cityofblackhawk.org

303-582-0426 Office

303-582-2229 Fax

**Mayor**

David D. Spellman

**Aldermen**

Linda Armbright

Paul G. Bennett

Hal Midcap

Jim Johnson

Greg Moates

Benito Torres

**City Attorney**

Corey Y. Hoffmann

**City Manager**

Jack D. Lewis

**City Clerk /**

**Administrative Services Director**

Melissa A. Greiner

**Finance Director**

Lance R. Hillis

**Fire Chief/Emergency Manager**

Donald E. Taylor

**Police Chief**

Stéphen N. Cole

**Public Works Director**

Thomas Isbester

**Community Planning & Development  
Administrator**

Cynthia L. Linker

COLORADO'S SECOND OLDEST  
MUNICIPAL CORPORATION

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.

**Ameristar Storage Building Variance**  
**June 22, 2016**  
**Page 2 of 2**

- 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



**BLACK HAWK FIRE DEPARTMENT**  
**PLAN REVIEW REPORT**



---

Date: July, 6 2016

Owner: Gold Merge Sub ,LLC  
845 Berkshire BLVD  
Wyoming, PA 19610

Contractor:

Project: Sprung Warehouse  
382 Ave of the stars  
Black Hawk CO.

Permit #: 16-047

---

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  
[brichau@cityofblackhawk.org](mailto:brichau@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 24<sup>th</sup> day of August, 2016.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, City Clerk



# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

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**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:**

**REVIEWED BY:**

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Thomas Isbester, Public Works Director

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Jack Lewis, City Manager