1. CALL TO ORDER:

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

3. AGENDA CHANGES:

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

5. PUBLIC COMMENT: Please limit comments to 5 minutes
   (Notify the City Clerk if you wish to address Council on items not on the agenda)

6. APPROVAL OF MINUTES: December 11, 2013

7. PUBLIC HEARINGS:
   A. CB 1, An Ordinance Approving the Intergovernmental Agreement for the Operation and
      Maintenance of Georgetown Lake

8. ACTION ITEMS:
   B. MV Transportation Service Agreement 2014
   C. Resolution 1 – 2104, A Resolution Establishing a Designated Public Place for the Posting of
      Meeting Notices as Required by the Colorado Open Meetings Law
   D. 2014 Workers Compensation Insurance – Pinnacol
   E. Weekly Register Call – Request for Consideration for 2014 Newspaper of Record

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.
APPROVAL OF MINUTES
FOR DECEMBER 11, 2013
Alderman Torres rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order by Mayor Spellman Wednesday, December 11, 2013 at 3:00 p.m.

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

Staff present: City Attorney Hoffmann, City Manager Lewis, City Clerk Magno, Community Planning and Development Administrator Linker, Finance Director Hillis, Assistant to City Manager for Administration Greiner, IT Support Technician Muhammad, Public Works Director Isbester, Fire Captain Martschinske, and Police Chief Cole.

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

3. AGENDA CHANGES: City Clerk Magno informed Council item 8-J, Resolution 52-2013, A Resolution Amending the Conditional Approval for the Site Development for the Property Located at 444 Main Street and Known as the Monarch Casino Parking Garage had been added to the agenda.

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

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: No one came forward to address Council.
6. APPROVAL OF MINUTES for December 4, 2013

MOTION TO APPROVE  Alderman Torres MOVED and was SECONDED by Alderman Cales to approve the Minutes of the December 4, 2013 Regular Meeting as presented.

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

7. PUBLIC HEARINGS:
A. CB 64, An Ordinance Approving the Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the Authority’s Ambulances  Mayor Spellman read the title.

Public Works Director Isbester explained this was the annual renewal of the Ambulance Authority’s maintenance of ambulances. He stated the agreement had a small increase for labor costs.

PUBLIC HEARING:  Mayor Spellman declared a Public Hearing on CB 64, An Ordinance Approving the Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the Authority’s Ambulances 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 Moates MOVED and was SECONDED by Alderman Torres to approve CB 64, An Ordinance Approving the Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority.

MOTION PASSED  There was no discussion and the motion PASSED unanimously.
B. CB 61, An Ordinance Authorizing the Issuance and Sale by the City of the Black Hawk, Colorado, of One or More Series of its Device Tax Revenue Bonds for the Purpose of Financing Certain Water, Street, and Recreational Facilities Within the City; Providing Details Concerning the Bonds; Providing for the Levy of Device Taxes to Pay the Principal of, Premium, if any, and Interest on the Bonds; and Providing Other Matters Relating Thereto

Mayor Spellman read the title.

City Manager Lewis explained this was the short version of the issuance of $22 million dollars approved by voters in November. He stated this is the formal ordinance to proceed with the bonds for the various projects.

Dee Wisor, City’s Bond Attorney, explained there are multiple bonds to be issued. They will be issued separately for the City will get a better tax relief from the banks.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB 61, An Ordinance Authorizing the Issuance and Sale by the City of Black Hawk, Colorado, of One or More Series of its Device Tax Revenue Bonds for the Purpose of Financing Certain Water, Street, and Recreational Facilities Within the City’ Providing Details Concerning the Bonds; Providing for the Levy of Device Taxes to Pay the Principal of, Premium, if any, and Interest on the Bonds; and Providing Other Matters Relating Thereto open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.
No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve CB 61, An Ordinance Authorizing the Issuance and Sale by the City of Black Hawk, Colorado, of One or More Series of its Device Tax Revenue Bonds for the Purpose of Financing Certain Water, Street, and Recreational Facilities Within the City’ Providing Details Concerning the Bonds; Providing for the Levy of Device Taxes to Pay the Principal of, Premium, if any, and Interest on the Bonds; and Providing Other Matters Relating Thereto.

**MOTION PASSED**

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

C. CB 62, An Ordinance Amending the Black Hawk Municipal Code by the Addition Thereto of a New Section 4-207 to Implement the Device Tax Increase of up to Three Hundred Dollars ($300.00) Per Device Approved by Voters in the City’s November 5, 2013 Special Election

Mayor Spellman read the title.

City Attorney Hoffmann explained at the November Election there were two ballot questions overwhelmingly passed by voters. This ordinance implements the authorization of the Device Tax Increase and the next ordinance would impose the device tax increase.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB 62, An Ordinance Amending the Black Hawk Municipal Code by the Addition Thereto of a New Section 4-207 to Implement the Device Tax Increase of up to Three Hundred Dollars ($300.00) Per Device Approved by Voters in the City’s November 5, 2013 Special Election 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 Bennett to approve CB 62, An Ordinance Amending the Black Hawk Municipal Code by the Addition Thereto of a New Section 4-207 to Implement the Device Tax Increase of up to Three Hundred Dollars ($300.00) Per Device Approved by Voters in the City’s November 5, 2013 Special Election.

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously.

**D. CB 63, An Ordinance Imposing a Device Tax Increase in the Amount of _________ ($ .00) Per Device Pursuant to Section 4-207 of the Black Hawk Municipal Code**

Mayor Spellman read the title.

City Attorney Hoffmann explained this ordinance imposes the increase per device. With the City being able to lock in on a lower interest rate the cost per device will be $195.

**PUBLIC HEARING:** Mayor Spellman declared a Public Hearing on CB 63, An Ordinance Imposing a Device Tax Increase in the Amount of One Hundred Ninety-Five Dollars ($195.00) Per Device Pursuant to Section 4-207 of the Black Hawk Municipal Code open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO APPROVE**

Alderman Cales MOVED and was SECONDED by Alderman Armbright to approve CB 63, An Ordinance Imposing a Device Tax Increase in the Amount of One Hundred Ninety-Five Dollars ($195.00) Per Device Pursuant to Section 4-207 of the Black Hawk Municipal Code.

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously.
8. ACTION ITEMS:

Mayor Spellman read the title.

City Manager Lewis stated this is the agreement Staff proposed regarding marketing the bonds and going with the fee of 1 1/2%.

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Armbright to approve the Device Tax Revenue Bonds Placement Agent Agreement – D.A. Davidson & Co.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

F. Resolution 51-2013, A Resolution to Encourage Diversification of the City’s Local Economy by Extending the Waiver of Taxes and Impact Fees for the Development of Hotels and Other Amenities, and Extending the Waiver of Use Tax on Other Renovation Projects

Mayor Spellman read the title.

City Attorney Hoffmann explained, if adopted, this ordinance would extend the incentives. He stated the ordinance would have expired with a new Council in April; however, it will now stay in place until 2015.

City Attorney Hoffmann stated one establishment has been talking with bankers to start with a development project. This ordinance needs to be in place for the financing to happen.

MOTION TO APPROVE

Alderman Cales MOVED and was SECONDED by Alderman Johnson to approve Resolution 51-2013, A Resolution to Encourage
Diversification of the City’s Local Economy by Extending the Waiver of Taxes and Impact Fees for the Development of Hotels and Other Amenities, and Extending the Waiver of use Tax on Other Renovation Projects.

**MOTION PASSED**

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

G. 260 Gregory Street
Asbestos Removal – BID’s

Mayor Spellman read the title.

Community Planning and Development Administrator Linker explained with the help of Wecycle Staff received 4 bids for the removal of asbestos at 260 Gregory Street.

Administrator Linker stated Staff went to the demolition company to see if they would submit a bid for asbestos removal. They did.

Administrator Linker explained with the five bids, Elite Environmental Services were the lowest.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Elite Environmental Services to do the Asbestos Removal at 260 Gregory Street.

**MOTION PASSED**

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

H. 2014 Council Meetings

Mayor Spellman read the titles for 8-H and 8-I.

Mayor Spellman stated items 8-H, 2014 Council Meetings and 8-I, 2014 Holiday Schedule would be voted on together.

I. 2014 Holiday Schedule

**MOTION TO APPROVE**

Alderman Cales **MOVED** and was **SECONDED** by Alderman Armbright to approve the 2014 Council Meetings and 2014 Holiday Schedule.

**MOTION PASSED**

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

J. Resolution 52-2013,
A Resolution Amending
Mayor Spellman read the title.

City Attorney Hoffmann stated the Supreme Court denied the relief filed by Craig Burton regarding the property the City acquired through eminent domain.

City Attorney Hoffmann explained the only condition preventing Monarch from breaking ground is a Licensing Agreement with CDoT. If approved, this would allow Monarch to start ground breaking as long as they stay off of CDoT property.

**MOTION TO APPROVE**

Alderman Cales **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 52-2013, A Resolution Amending the Conditional Approval for the Site Development Plan for the Property Located at 444 Main Street and Known as the Monarch Casino Parking Garage.

**MOTION PASSED**

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

9. **CITY MANAGER REPORTS:**

K. 2013 Bonus

City Manager Lewis explained there is two tier pay plan for employees. Every year Staff goes by market adjustments and a bond program.

City Manager Lewis stated this year the bonus was Monarch breaking ground. This is going to happen and the bonus needs to be given to Staff showing how well the City is doing.

City Manager Lewis stated the voters passed the ballot issues in November for larger projects.

City Manager Lewis explained he would like to move ahead with the 2% bonus.

Mayor Spellman stated the City’s measure of success is the employees.
Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to approve the 2013 Bonus.

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

City Manager Lewis stated in speaking for all the employees Thank You.

Council stated the employees make them look good.

City Attorney Hoffmann stated Monday was a very good day for Black Hawk. The Supreme Court gave their final decision regarding the Brannon Case. He stated it is finally over.

City Attorney Hoffmann requested an Executive Session regarding potential litigation.

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to adjourn into Executive Session 3:35 p.m. to hold a conference with the City’s attorney to receive legal advice on specific legal questions pursuant to C.R.S. § 24-6-402(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(e).

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

Alderman Moates **MOVED** and was **SECONDED** by Alderman Cales to reconvene the Regular Meeting of the City Council at 4:00 p.m.

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

Mayor Spellman declared the Regular Meeting of the City Council closed 4:01 p.m.
CB 1, AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION AND MAINTENANCE OF GEORGETOWN LAKE
STATE OF COLORADO  
COUNTY OF GILPIN  
city of BLACK HAWK  

COUNCIL BILL NUMBER: __1____  

ORDINANCE NUMBER: 2014-______

TITLE: AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION AND MAINTENANCE OF GEORGETOWN LAKE

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 Operation and Maintenance of Georgetown Lake between the Town of Georgetown and the City of Black Hawk, 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 ____ day of __________________, 2014.

__________________________________________
David D. Spellman, Mayor

ATTEST:
__________________________________________
Jeanie M. Magno, CMC, City Clerk
This Intergovernmental Agreement ("Agreement") by and between the Town of Georgetown, Colorado ("Georgetown") and the City of Black Hawk, a Colorado municipal corporation ("Black Hawk") (collectively the "Parties") is made to be effective on this 6th day of December, 2013.

WITNESSETH

WHEREAS, Section 29-1-201, et seq., C.R.S. as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation in contracting through the adoption of Colorado Constitution Article XIV 18(2); and

WHEREAS, Georgetown owns and controls a reservoir known as Georgetown Lake, an on-channel reservoir located on Clear Creek in the SE ¼ and portions of the E ½ of Section 5, and the NE ¼ of Section 8, all in Township 4 South, Range 74 West of the 6th P.M. in Clear Creek County, Colorado, as shown on Exhibit 1 ("Georgetown Lake"), and having a current capacity of 386.25 acre-feet; and

WHEREAS, the Parties are parties to the Vidler Agreement, as defined herein, pursuant to which Black Hawk, as successor-in-interest to Vidler Water Company, is authorized to store up to 100 acre-feet of water in Georgetown Lake on the terms and conditions of the Vidler Agreement; and

WHEREAS, the Parties are parties to an Intergovernmental Agreement Between Town of Georgetown and City of Black Hawk Regarding Supplemental Water Storage in Georgetown Lake ("Supplemental Storage Agreement"), dated December 12, 2012, pursuant to which Black Hawk is authorized to store an additional 54.5 acre-feet of water in Georgetown Lake pursuant to the terms and conditions therein; and

WHEREAS, the Findings of Fact, Conclusions of Law and Orders of the Court, Water Division No. 1, dated October 28, 2010, in Case No. 2008CW266 ("Final Orders"), require the Parties to operate Georgetown Lake as therein provided to prevent injury to downstream water rights, and to develop additional outlet capacity for Georgetown Lake by April 30, 2015; and

WHEREAS, the Parties are also parties to a Memorandum of Understanding Between Town of Georgetown, Colorado and City of Black Hawk, Colorado for the Design and Construction of Modifications of the Georgetown Lake Dam Outlet Works ("MOU"), dated December 12, 2012; and
WHEREAS, the Parties desire to allocate costs of operation and maintenance of Georgetown Lake based upon the Ratio set forth in this Agreement; and

WHEREAS, the Parties desire to define the rights and responsibilities of Georgetown and Black Hawk concerning operation and maintenance of Georgetown Lake,

NOW, THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

1.0 Georgetown Lake Agreements.

1.1 Shared Storage Capacity Agreements. Georgetown and Black Hawk are parties to assignments and agreements that, collectively, permit Black Hawk to store water in Georgetown Lake, and authorize the Parties to share actual storage capacity in Georgetown Lake in accordance with such assignments and agreements.

1.2 Vidler Agreement and Supplemental Storage Agreement. The August 17, 2000 Water Supply and Storage Agreement between Georgetown and Vidler Water Company, Inc., together with assignments and agreements, all of which are identified and described on Exhibit 2, attached hereto and incorporated herein by reference, are referred to as the “Vidler Agreement.” The Vidler Agreement and the Supplemental Storage Agreement allow Black Hawk to store 154.5 acre-feet of water in Georgetown Lake. The Vidler Agreement and Supplemental Storage Agreement also provide for each Party’s temporary use of the other Party’s storage capacity, and for allocation of storage capacity in the event of free river conditions.

1.3 Storage Capacity Ratio. Under the Vidler Agreement and the Supplemental Storage Agreement, Black Hawk is currently entitled to store 154.5 acre-feet of water in Georgetown Lake. This amount represents 40% of the storage capacity of Georgetown Lake. Georgetown is entitled to store its water in the remaining 60% of the Georgetown Lake capacity. These percentages of allocated storage capacity are herein defined as the Ratio, with Georgetown’s percentage being 60%, and Black Hawk’s percentage being 40%.

2.0 Operation of Georgetown Lake Dam and Outlet. As set forth in this Section 2.0, Georgetown, as owner of Georgetown Lake, will be responsible for operation of Georgetown Lake Dam and Outlet to implement the Parties’ lawful storage and release of water. The “Georgetown Lake Dam and Outlet” includes the lake, the dam, and the existing and planned outlet structure(s) and related facilities, including all infrastructure, facilities, utilities, equipment, gages, and computer programs and systems required to operate Georgetown Lake safely and in accordance with the Final Orders.

1 The Vidler Agreement was based upon a Georgetown Lake capacity then believed to be 375 acre-feet, whereas the actual capacity of Georgetown Lake is 386.25 acre-feet. The Parties agree for purposes of this Agreement that the Ratio will be based on the percentages set forth in Section 1.3 of this Agreement.
2.1 **Day to Day Operations.** Georgetown Water and Wastewater Department ("Georgetown Water") personnel will operate Georgetown Lake Dam and Outlet on a day-to-day basis. Georgetown Water will be the lead spokesperson, after consultation with its water resource engineers, Black Hawk, and Black Hawk’s water resource engineers, for communications with state water administration officials regarding storage in and release from Georgetown Lake. Day-to-day operations include, but are not limited to, recording daily readings of the Target Lake Level set point (as described in Section 4.2), the staff gage, lake level indicator gages, the SCADA lake level indicator, the gate(s) position(s) and weather conditions, including the percentage of the lake surface which is frozen. Notwithstanding the foregoing, the Target Lake Level set point shall be calculated by Black Hawk’s water engineers, currently Leonard Rice Engineers, Inc. ("LRE"), until such time as the Parties agree otherwise in writing (which shall not require amendment of this Agreement). LRE shall communicate the Target Lake Level set point to Georgetown Water each day.

2.2 **Inspection.** No less than twice monthly, Georgetown Water will inspect the Georgetown Lake Dam and Outlet and will maintain an inspection and maintenance log. The log shall be available to Black Hawk for inspection upon request during normal business hours.

2.3 **Routine Maintenance.** To the extent reasonably practicable, Georgetown Water will conduct routine maintenance of Georgetown Lake and Dam Outlet on a predetermined schedule, with as little disruption as possible to Georgetown Lake operations.

3.0 **Operation of Storage Accounts.**

3.1 **Parties’ Storage Accounts.** Each Party shall have a storage account in Georgetown Lake equal to its Ratio and will use its own water rights and supplies to fill its storage account. The water rights and supplies that each Party may store in Georgetown Lake are set forth on attached Tables A and B. In addition, the Parties may store any other water rights and supplies that the Parties may individually or jointly acquire, appropriate or exchange and/or change to storage in Georgetown Lake, any rights that may be stored pursuant to an administratively-approved exchange or substitute water supply plan, and free river water, with storage pursuant to each such water right or supply or free river storage being governed by this Agreement. Each Party is solely responsible for authorizing diversion, storage and use of water in its storage capacity in accordance with its decrees and with state laws, and for establishing and defending, if necessary, any and all of the water rights stored by said Party in Georgetown Lake.

3.2 **Priority for Determining Timing of Storage and Releases.** The Parties agree to cooperate to the extent reasonably possible in scheduling storage and releases at times and in amounts that consider the training and recreational uses of Georgetown Lake, under the following criteria.

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2 "SCADA" means supervisory control and data acquisition, and is a computer controlled system that monitors and controls infrastructure processes. In the case of the Georgetown Lake Dam and Outlet, these infrastructure processes operate to adjust the dam outlet or outlets to control the volume of water in Georgetown Lake.
3.2.1 Compliance with Final Orders. Compliance with the Final Orders, Georgetown’s decrees in Cases Nos. 98CW439, 99CW12 and 07CW324, and Black Hawk’s decree in Case No. 07CW327, and any other water court decrees that the Parties may obtain that allow storage of water in Georgetown Lake, shall always be the dominant criteria in operation of Georgetown Lake Dam and Outlet regardless of the effect of compliance upon any training or recreational use of Georgetown Lake.

3.2.2 Compliance with Orders of Water Officials. Compliance with orders of State of Colorado water officials shall be second-most dominant criteria in operation of Georgetown Lake Dam and Outlet regardless of the effect of compliance upon any training or recreational use of Georgetown Lake.

3.2.3 Accommodation of Georgetown’s Use of Lake for Training and Recreation. Subject to Sections 3.2.1 and 3.2.2 above, the Parties will accommodate training and recreational use of Georgetown Lake as set forth in Section 3.3.3.

3.3 Storage and Release of Water.

3.3.1 Scheduled Storage and Releases. The Parties agree to use best efforts to agree on release and storage schedules that can be implemented with reasonable practicability, consistent with Sections 3.2.1, 3.2.2 and 3.3.3. Georgetown Water, after consultation with its water resource engineers, Black Hawk, and Black Hawk’s water resource engineers, will communicate with the Water Commissioner as needed to effectuate the scheduled storage and releases. The Parties recognize that additional or different releases or storage schedules may be required by state water administration officials, or may be required by the Parties themselves.

3.3.2 Unscheduled Storage and Releases. If either Party requires, or is required by state water administration officials to make, an unscheduled storage in or release of water from its storage account, that Party will notify the other Party and both Parties’ water engineers. Any oral notification will be promptly followed up by written notification, which may include email notification. Georgetown Water, together with Black Hawk and the Parties’ water engineers, will coordinate the amount and timing of the unscheduled storage or release, and the Parties will use their best efforts to schedule releases to comply with Section 3.3.3. Georgetown Water, after consultation with its water resource engineers, Black Hawk, and Black Hawk’s water resource engineers, will communicate and coordinate with the Water Commissioner as needed to effectuate such storage and releases. Unscheduled releases from storage will be made as soon as reasonably practicable after Water Commissioner coordination, following initial notification and conferral with the Parties’ water engineers. The non-releasing Party shall notify the releasing Party within one business day of any concerns regarding a requested unscheduled release.

3.3.3 Storage and Releases During Months of December - March. During the months of December through March, Georgetown will provide Black Hawk with a list of the scheduled dates of training and recreational use events scheduled for Georgetown Lake, and
Black Hawk will provide Georgetown with the dates of its anticipated storage and releases and planned rate of storage or release. The Parties will provide each other with updated lists as necessary. Subject to Sections 3.2.1 and 3.2.2 above, the Parties will use reasonable efforts to schedule storage in and releases from Georgetown Lake so as to avoid storage and releases during scheduled training and recreational events using Georgetown Lake. If Black Hawk is required to make an unscheduled storage or release, it will provide Georgetown with as much advance notice as is reasonably possible of the timing and rate of the unscheduled storage or release, and, to the extent reasonably possible, and subject to Sections 3.2.1 and 3.2.2, will avoid seeking to store or release water during a scheduled event.

3.3.4 Simultaneous Releases. At times when the Parties are simultaneously making releases from storage in Georgetown Lake, such releases shall be made pursuant to the Ratio, unless otherwise agreed by the Parties.

3.3.5 Inadvertent Releases. Inadvertent releases that occur as a result of operator error by Georgetown Water will be charged to Georgetown’s storage account. Inadvertent releases that occur as a result of a Target Lake Level that is incorrectly set by Black Hawk’s water engineers will be charged to Black Hawk’s storage account. Inadvertent releases that occur as a result of SCADA failure or error, or other causes beyond either Party’s reasonable control shall be charged in proportion to the volumes the Parties have in their respective storage accounts at the time of the inadvertent release, or as otherwise agreed by the Parties immediately after the inadvertent release.

3.3.6 Simultaneous Storage. If, and for so long as, both Parties have water legally and physically available for storage, and wish to store such water simultaneously, and the flow in Clear Creek entering Georgetown Lake is less than the total combined flow rate at which the Parties are legally entitled to store, diversions to storage will be allocated according to the Ratio until a Party’s storage account is filled, whereupon the other Party shall be entitled to store all inflows to Georgetown Lake (up to said Party’s legally-available flow rate(s), and subject to any applicable decreed volumetric limits and such Party’s available storage capacity.)

3.3.7 Coordination with Water Commissioner. Georgetown Water, after consultation with its water resource engineers, Black Hawk, and Black Hawk’s water resource engineers, will coordinate all storage and releases, whether made pursuant to the agreed-upon release schedule or otherwise, with the Water Commissioner except in the case of emergency as described in Section 3.5.

3.4 Evaporation. Each Party is responsible for evaporation loss of its stored water, as determined by water court decree, or, in the absence of a water court decree that quantifies evaporation, as determined by the Division Engineer or other official of the State Engineer’s Office, and must either offset the evaporation loss from supplies outside of Georgetown Lake, or incur a reduction in the amount of water stored in its account in Georgetown Lake.

3.5 Emergency Measures. Notwithstanding Sections 3.2.1, 3.2.2 and 3.3.3 above, either Party may request release of water when and as needed to address an emergency, which
shall include the need to provide water to Clear Creek for augmentation or exchange, when such water cannot be otherwise provided from a source or in a manner that will allow such Party to comply with the provisions of Sections 3.2.1, 3.2.2 and 3.3.3. In addition, Georgetown may take such emergency measures as may be necessary in the operation of Georgetown Lake to preserve life and/or property, including the option to forego downstream releases during such periods of time as are deemed necessary, in Georgetown’s sole discretion, to prevent or minimize downstream flooding or to inspect, maintain or repair Georgetown Lake, provided, however, that Georgetown shall use reasonable efforts to undertake routine inspection, maintenance and repair operations in a manner that will not unreasonably impede releases or storage of water by the Parties.

4.0 Operation In Accordance with Final Orders. Operation of Georgetown Lake will be conducted in accordance with the requirements of the Final Orders. The Final Orders are attached hereto as Exhibit 3, and require the following:

4.1 Additional or Improved Outlet Capacity. Prior to April 30, 2015, the lake level may not be lowered below 250 a.f. of storage (gage height 8,445.48 ft.) until an additional or improved outlet structure has been installed except for lowering the lake level for construction as provided in the Final Orders. No later than April 30, 2015, the Parties shall have designed and installed an additional or improved outlet structure on Georgetown Lake such that the Lake will be capable of passing total inflows of 500 cfs when full, and the outlet shall have a minimum capacity of 150 cfs when the outlet’s intake in the Lake is not submerged. To the extent the additional or improved outlet structure making Georgetown Lake capable of passing total inflows of 500 cfs when full is not operational on or before April 30, 2015, the Parties shall not store any water in Georgetown Lake or utilize water released from Georgetown Lake until a functional outlet structure(s) capable of passing inflows of 500 cfs when full is operational at Georgetown Lake.

4.2 Operation after Construction of Additional Capacity. The Final Orders set forth the following method for operating Georgetown Lake after construction of the additional outlet capacity is completed: The Georgetown Lake outlet(s) will be operated to either raise or lower the Lake level in order to match a Target Lake Level set point. The SCADA system will track the Lake level and monitor the storage volume in the Lake. The Lake outlet(s) will be operated such that when the Lake is not entitled to store water, the Lake level will be held constant or dropped to reflect evaporation, as required. If water is intended to be stored or released, the outlet(s) will be adjusted to enable the Lake level to increase or decrease by the intended volume. If out-of-priority water cannot be passed through the reservoir quickly enough to prevent out-of-priority storage, the volume stored out of priority will be recorded on a daily basis, along with the calling right. Change in storage volume, with accounting for evaporation, will be used to determine net inflows stored and/or releases from storage.

4.3 Operation to Pass Out-of-Priority Inflows. At all times, Georgetown Lake shall be operated in a manner that limits the occasion, duration, and extent of out of priority storage in the Lake. During times of downstream calls (including calls by exchanges), senior to the water rights that may be stored in Georgetown Lake, the Georgetown Lake outlet(s) shall be operated
so as to pass the native out-of-priority inflows into the Lake as measured at the “Clear Creek above Georgetown Lake near Georgetown” USGS gage. If said gage is no longer operational in the future, the inflow rate shall be measured at a point on Clear Creek immediately upstream of Georgetown Lake as approved by the Division Engineer.

4.4 Release of Out-of-Priority Storage. To the extent the capacity of the outlet(s) is not great enough to match inflow rates, out of priority storage may occur. A Party shall notify the other Party as soon as reasonably practicable if it knows that out of priority storage has occurred. The Parties shall promptly notify the Water Commissioner and Coors Brewing Company if any water is stored out of priority in Georgetown Lake and cannot be promptly released. Any such out of priority storage in Georgetown Lake shall be quantified and promptly released, without deduction for any evaporation, to the relevant downstream water right(s) which was deprived of water due to the out of priority storage as soon as possible as directed by the Water Commissioner once the capacity of the outlet works exceeds the inflow to Georgetown Lake.

4.5 Golden Gage Flows. If the flow at the Clear Creek at Golden Gage is 150 cfs or less, or if storage in Georgetown Lake under the Parties’ storage rights decreed in Case Nos. 99CW12, 2007CW324 and 2007CW327, or free river conditions would reduce the flow at the Clear Creek at Golden Gage below 150 cfs, Georgetown will provide 24 hours advance notice to Coors Brewing Company before storing water in Georgetown Lake under the Parties’ respective decrees in Cases Nos. 99CW12, 2007CW324 and 2007CW327.

5.0 Improvements to Georgetown Lake. The MOU addresses improvements to Georgetown Lake Dam and Outlet that are required for operation of Georgetown Lake pursuant to the requirements of the Final Orders. The Parties recognize that construction of additional improvements to Georgetown Lake may be required in the future. The Parties will consult with each other and their respective engineering experts concerning any additional proposed modifications or replacements. The Parties shall appropriate funds or obtain financing for such future improvements, and, unless otherwise agreed by the Parties, Georgetown will enter into contracts as needed for the completion of any such future improvements. The Parties shall be responsible for payments for such future improvements based upon the Ratio. The Parties shall use reasonable efforts to coordinate construction of such future improvements to minimize disruption to both Parties’ storage and release requirements and schedules.

6.0 Operation, Maintenance and Repair of Georgetown Lake Infrastructure.

6.1 Budgeting and Payment of Costs. The Parties agree to pay the costs for operation and maintenance of Georgetown Lake based upon the Ratio. Unless otherwise agreed, each July, the Parties shall meet and confer in good faith to determine the extent and necessity for operation and maintenance of Georgetown Lake and related facilities, including Georgetown Lake’s measuring devices and controls for the upcoming calendar year, and shall agree upon an annual operation and maintenance budget (including, but not necessarily limited to, reasonable contingencies and appropriate reimbursement to Georgetown and Black Hawk for staff time involved in such operation and maintenance, Georgetown’s payment of the cost of maintaining USGS gages “Clear Creek above Georgetown Lake”, “Georgetown Reservoir”, and “Clear
Creek above West Fork Near Empire"³, and payment to either Party’s water engineering consultants for time spent in providing overall lake storage accounting under Sections 2.1 and 9.3.) The Parties shall finalize the annual operation and maintenance budget before September 1st of each calendar year for the upcoming calendar year. The Parties will each use their best efforts to annually appropriate sufficient funds to pay their respective shares of the costs for operation and maintenance.

6.2 **Routine Maintenance and Repair.** Georgetown Water will perform routine repair and maintenance tasks on behalf of the Parties, provided, however, if such routine repair and maintenance tasks cannot reasonably be performed by Georgetown Water, it may contract for their performance by others, so long as the costs of such performance by others are within the scope of the operations and maintenance budget, or the Parties agree to such performance by others. Scheduling of routine repairs and maintenance will be coordinated between the Parties before the work is undertaken.

6.3 **SCADA and Instrumentation Systems.** The Parties shall retain an on-call contractor to repair and maintain the SCADA and instrumentation systems used for Lake operations.

6.4 **On-Call Contractors.** Georgetown shall maintain a list of local quick-response contractors who are qualified to perform emergency repairs related to the Georgetown Lake Dam and Outlet, and related water system infrastructure, and who can perform non-routine maintenance and repairs.

6.5 **Approval and Allocation of Costs.** Routine operation, maintenance and repair costs, and other maintenance and repair costs authorized by the Parties will be allocated to the Parties in accordance with the Ratio, and the costs of such work shall be reviewed, approved, and charged to the Parties as set forth in this Section 6.5.

6.5.1 **Maintenance and Repair: Independent Contractors.** Maintenance and repairs conducted by independent contractors shall be evidenced by a purchase order pursuant to Georgetown’s purchasing requirements. Purchase orders shall be approved by the Parties prior to commencement of work by the independent contractors. The Georgetown Water Superintendent and Black Hawk Water Superintendent shall jointly verify completion of scheduled or jointly-authorized maintenance and repairs undertaken by independent contractors, and shall jointly review such contractors’ invoices. Following approval by both Parties, the invoices will be paid by the Parties in accordance with the Ratio, unless the Parties agree otherwise in writing.

³ If the parties obtain agreement from state water administration officials that, without violating the Final Orders, any one or more of such USGS gages no longer needs to be utilized in order to administer the parties’ water rights and supplies that are stored in and released from Georgetown Lake, the parties may terminate the agreement with the USGS to pay for the maintenance of such gage or gages.
6.5.2 Maintenance and Repair: Georgetown Water Personnel. Maintenance and repairs conducted by Georgetown Water personnel shall be evidenced by a Work Order. Following approval of the Work Order by both Parties, and performance of the maintenance and repairs, Georgetown shall bill Black Hawk for its share of said Work Order pursuant to the Ratio.

6.5.3 Operation Costs. Operation costs, including onsite manual operation of infrastructure during times of equipment failure, will be allocated to the Parties in accordance with the Ratio, provided, however, that operation costs incurred to meet the needs of only one Party (such as requests for unscheduled storage or release) will be allocated to the Party requiring such operations.

6.6 Major Repairs. The cost of major repairs, as defined in Paragraph 10 of the August 17, 2000 Water Supply and Storage Agreement between Georgetown and Vidler Water Company, Inc. shall be allocated pursuant to the Ratio. Except as otherwise set forth in the MOU, the cost for replacements and modifications to Georgetown Lake, including but not limited to, Georgetown Lake Dam and Outlet, shall be allocated pursuant to the Ratio.

7.0 Permits and Decrees. Each Party is responsible for obtaining any water court decrees necessary for it to use its Georgetown Lake storage capacity, although the Parties may file joint water court applications if they so agree. However, each Party shall provide any water court applications concerning Georgetown Lake or exchanges through Georgetown Lake to the other Party hereto for review prior to filing any such application. Georgetown shall obtain any other permits, licenses, agreements, authorizations and contracts necessary for the use of Georgetown Lake, or necessary for any construction, maintenance or repairs of Georgetown Lake Dam and Outlet and Black Hawk shall share in the cost based upon the Ratio.

8.0 Insurance and Related Matters. Georgetown shall include in its property insurance coverage the Georgetown Lake Dam and Outlet Structure, described in Section 2.0, above, to the extent that the same can be insured by property insurance. Georgetown shall bill Black Hawk for Black Hawk’s share, in accordance with the Ratio, of the increase in the cost of Georgetown’s property insurance due to the inclusion of the Georgetown Lake Dam and Outlet Structure in Georgetown’s property insurance coverage, and Black Hawk will pay Georgetown for such share. Each Party shall maintain its own liability insurance coverage with respect to its responsibilities under this Agreement. Georgetown shall include Black Hawk and Black Hawk’s officers and employees as additional insureds under Georgetown’s liability coverages with respect to liability, claims, demands, and expenses arising from or alleged to arise from the premises or operations of Georgetown related to the Georgetown Lake Dam and Outlet Structure. Black Hawk shall include Georgetown and Georgetown’s officers and employees as additional insureds under Black Hawk’s liability coverages with respect to liability, claims, demands, and expenses of third parties arising from or alleged to arise from the premises or operations of Black Hawk related to the Georgetown Lake Dam and Outlet Structure. The Parties agree that, due to the current cost of the insurance required by this Paragraph 8.0, neither Party will be acquiring the insurance coverage required under the Paragraph 8.0 at this time. Instead, the Parties will confer from time to time on the cost of such insurance, and, when
the Parties agree that such insurance may be obtained at a reasonable cost, the Parties will agree in writing upon a date when such insurance will be obtained. Nothing in this paragraph is intended to create any rights in or for any third party or to create any obligations or responsibilities on either Party to this Agreement as to any third party.

9.0 **Water Accounting.**

9.1 **Water Rights and Supplies Stored in Georgetown Lake.** Each Party’s water rights and supplies which may be stored, diverted into, or exchanged into Georgetown Lake are listed in Table A hereto for Georgetown, and in Table B hereto for Black Hawk. Either Party may amend its list by providing a new Table A for Georgetown, or a new Table B for Black Hawk, to the other Party from time to time, and the new Table will be attached to and included in this Agreement without the need to amend this Agreement.

9.2 **Parties’ Accounting Responsibilities.** Each Party shall be responsible for daily accounting for water diverted into, stored in and released from Georgetown Lake by said Party. Each Party agrees to timely provide copies of its accounting records regarding diversion, storage and release of water in and from Georgetown Lake to the other Party. Subject to Sections 3.3.1, 3.3.2 and 3.3.7 regarding communication and coordination with the Water Commissioner, each Party shall be responsible for giving any required notices and reports of its diversions, storage, and releases to the State Engineer, the Division Engineer, or the Water Commissioner. Each Party will be responsible for submitting its required accountings to state water administration officials and other parties as required by the Final Orders and that Party’s applicable water court decrees.

9.3 **Engineering Consultant’s Accounting Responsibilities.** The Parties have agreed that Black Hawk’s engineering consultants, currently LRE, will prepare required Georgetown Lake accounting for the Parties’ storage accounts until such time as the Parties agree otherwise in writing (which shall not require amendment of this Agreement). Georgetown and Black Hawk will provide LRE with calculations of their respective daily diversions to storage, releases from storage, and other information reasonably required by LRE to perform the necessary accounting. Evaporation under the Final Orders will be allocated proportionately to the volumes the respective Parties have in storage. A “reservoir account” will be maintained by LRE, and the Parties will reconcile their respective accounting monthly to the reservoir account. LRE will provide the Parties with weekly accounting reports and copies of all final accountings submitted to state water administration officials and other parties as required by the Final Orders.

10.0 **Term.** The term of this Agreement shall continue so long as the Vidler Agreement and the Supplemental Storage Agreement remain in effect, the parties acknowledging that the Vidler Agreement and the Supplemental Storage Agreement, if terminated, must be terminated simultaneously so that one cannot remain in force if the other is terminated.

11.0 **Transfer of Contract Rights or Storage Capacity.**
11.1. **Transfer by Black Hawk.** If Black Hawk wishes to transfer all or any portion of its rights under the Vidler Agreement and the Supplemental Storage Agreement, such transfer shall comply with, and be subject to the requirements of those agreements. In the event that Black Hawk desires to sell or lease all or any portion of its storage capacity in Georgetown Lake, it shall first offer the sale or lease of said capacity to Georgetown on the same terms and conditions as any third party’s proposal for purchase or lease of said storage capacity. In said event, Georgetown shall have sixty (60) days to accept or reject said offer, and the offer will be deemed rejected if no response is received by Georgetown by the end of the sixty-day period. Any transfer of Black Hawk’s interest in the Vidler Agreement and the Supplemental Storage Agreement shall be expressly contingent upon the transferee’s express written acceptance of the terms and conditions of this Agreement. If Black Hawk elects to terminate the Vidler Agreement and the Supplemental Storage Agreement pursuant to the terms thereof (which require that both agreements be terminated simultaneously, so that one cannot remain in force if the other is terminated), this Agreement shall terminate and the parties shall have no further obligations hereunder, provided, however, that each Party shall be responsible for its share of costs incurred, including costs incurred under binding contracts, that are unpaid as of the effective date of termination of this Agreement. In addition, as provided in the Vidler Agreement, Black Hawk will pay its share (in accordance with the Ratio) of the value of one year of the usable life of all major modification, repair and replacement costs allocable to Black Hawk for modifications, major repairs or replacements that were contracted for, constructed, or installed during the twelve months preceding the date of termination.

11.2. **Transfer by Georgetown.** If Georgetown wishes to transfer all or any portion of its rights under the Vidler Agreement and the Supplemental Storage Agreement, such transfer shall comply with, and be subject to the requirements of those agreements. In the event that Georgetown desires to sell or lease all or any portion of its storage capacity in Georgetown Lake, it shall first offer the sale or lease of said capacity to Black Hawk on the same terms and conditions as any third party’s proposal for purchase or lease of said storage capacity. In said event, Black Hawk shall have sixty (60) days to accept or reject said offer, and the offer will be deemed rejected if no response is received by Georgetown by the end of the sixty-day period. Any sale or lease of any of Georgetown’s storage capacity in Georgetown Lake, shall be expressly contingent upon the transferee’s express written acceptance of the terms and conditions of this Agreement. If Georgetown elects to terminate the Vidler Agreement and the Supplemental Storage Agreement pursuant to the terms thereof (which require that both agreements be terminated simultaneously, so that one cannot remain in force if the other is terminated), this Agreement shall terminate and the parties shall have no further obligations hereunder, provided, however, that each Party shall be responsible for its share of costs incurred, including costs incurred under binding contracts, that are unpaid as of the effective date of termination of this Agreement.

12.0 **TABOR.** Notwithstanding anything to the contrary in this Agreement, each Party’s financial obligations hereunder are subject to annual appropriations therefor. The officer of the respective Parties at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the annual budget proposals submitted to the governing body thereof, in any year in which this Agreement shall be in effect, items for all payments required
for the ensuing year under this Agreement. Notwithstanding this directive regarding the
formulation of budget proposals, it is the intention of each of the Parties that any decision to
appropriate for the financial obligations under this Agreement shall be made solely by its
governing body and not by any other official of the Party. In the event a Party fails to fund its
share of future improvements or does not appropriate for operations and maintenance in
accordance with the agreed upon budgets in Section 6.1, above, it shall immediately notify the
other Party of that fact and the amount appropriated. The Parties hereby agree to meet and
confer in good faith to address their ability to operate and maintain Georgetown Lake with
adjusted budgets conforming to the appropriations. If either Party fails to fully fund its
share of improvements or fully appropriate for its share of the resulting adjusted budgets for the
reasonable preservation of Georgetown Lake Dam and Outlet and its maintenance and
operations, the other Party shall be entitled to pay the shortfall and to use all or a portion of the
under-appropriating Party’s storage space in Georgetown Lake proportional to the amount of that
Party’s shortfall until the under-appropriating Party repays the paying Party the shortfall, and the
paying Party shall be entitled to require the release of water by the under-appropriating Party in
order to store water in said space until the shortfall has been paid.

13.0 Amendments. Any amendments or modifications to this Agreement shall be in writing
and shall be effective only upon approval by the respective governing bodies of Black Hawk and
Georgetown.

14.0 Severability. If any portion of this Agreement is held by a Court in a final, non-
appealable decision to be invalid or unenforceable as to either Party, the remaining portions of
this Agreement shall remain in full force and effect.

15.0 Beneficiaries. Black Hawk and Georgetown, in their corporate and representative
governmental capacities are the only entities intended to be the beneficiaries of this Agreement,
and no other person or entity is so intended or may bring any action to enforce this Agreement.
If any person allegedly aggrieved by any provision of this Agreement and who is not a party to
this Agreement shall sue a Party under this Agreement or because of claims asserted to arise as a
result of policy changes by a Party associated with this Agreement, the other Party shall be
notified promptly. Defense costs, including attorney fees, shall be paid by the Party so sued.

16.0 Breach, Notice of Breach and Remedies. Either Party may enforce this Agreement as
follows.

16.1 Notice of Default. In the event of default by a Party as to any terms and
conditions of this Agreement, the non-defaulting Party shall give written notice of the default to
the defaulting Party. The notice of default shall specify the existence, nature and extent of the
default. Upon receipt of the notice of default, the defaulting Party shall immediately take all
steps necessary to cure the alleged default as promptly and completely as possible.

16.2 Dispute as to Existence of Default. In the event that any Party shall dispute an
asserted default by it, then such Party shall specify in writing the reasons for such dispute within
ten (10) business days of receiving notice of the alleged default. If the Parties cannot agree as to
whether a default exists, the dispute shall be addressed through non-binding alternative dispute resolution prior to initiating litigation.

16.3 Mediation. All notices, demands, and actions regarding performance, defaults and other matters hereunder shall be resolved in accordance with the following procedure. If a notice of default is submitted, the Parties shall meet promptly to resolve the matters at issue. If the Parties are unable to resolve their differences within a reasonable period of time (not to exceed ten (10) business days), the Parties shall meet and agree on the appointment of a mediator or other professional consultant as appropriate to address the matters subject to the disagreement. If the Parties are unable to agree on a mediator within ten (10) business days, any Party, by giving five (5) business days prior written notice to the other, can apply to a judge of the District Court for the County of Clear Creek, Colorado, for selection of the mediator. Each Party involved in the dispute will bear fifty percent (50%) of the cost of appointing the mediator and fifty percent (50%) of the fees and expenses of such mediator. The mediator must be a person who has not acted in any capacity (other than serving as a mediator) for any of the Parties within the 24 months prior to the date of the selection. Within twenty (20) business days after the selection of the mediator, the mediator is required to submit a non-binding report to the Parties involved in the dispute.

16.4 Prerequisites to Litigation. No suit concerning a breach or enforcement of this Agreement shall be filed, unless: (i) the notice has been given to the defaulting Party, and (ii) default has not been cured within thirty (30) days after receipt of said notice by the defaulting Party, and (iii) there has been compliance with the non-binding alternative dispute resolution proceeding in Section 16.3, above; except that a suit may be commenced if an emergency circumstance exists which requires injunctive or other immediate relief.

16.5 Specific Performance. In addition to any other remedies available to the Parties in law or in equity, after compliance with the above conditions, the Parties shall have the right to seek specific performance of the terms of this Agreement. No other person or entity, other than the parties to this Agreement, shall have any right to enforce the provisions of this Agreement.

17.0 Governmental Immunity. Nothing in this Agreement waives or is intended to waive any general protections that may be applicable to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or any other law, except that the Parties are entitled to commence actions for specific performance, injunctive relief, damages, and all other relief or remedies available under Colorado law for breach of this Agreement, subject to the provisions of Section 16.0.

18.0 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue shall lie exclusively in the Colorado District Court in the County of Clear Creek.

19.0 Assignment. This Agreement may be assigned to departments or enterprises of the Parties without prior consent by the other Party, and written notice of such assignment shall be given to the other Party (but failure of which notice shall not affect the validity of the
assignment). Except as provided in the preceding sentence, this Agreement may only be assigned to third parties in the event that a Party transfers its interest in accordance with Section 11.0 above.

20.0 Party Representatives. Any notices hereunder shall be made to the following Parties’ representatives:

Georgetown: Town Administrator
Town of Georgetown
404 6th Street
Georgetown, CO 80444

Georgetown Attorney: Gerald Dahl, Town Attorney
Murray Dahl Kuechenmeister & Renaud LLP
1530 16th Street, Suite 200
Denver, CO 80202

Black Hawk: City Manager
P O Box 68
201 Selak Street
Black Hawk, CO 80422

Attorneys for Black Hawk: Harvey W. Curtis, Esq.
Harvey W. Curtis & Associates
8310 South Valley Highway #230
Englewood, CO 80112

Corey Y. Hoffmann, Esq.
Hayes, Phillips, Hoffmann & Carberry, P.C.
1530 16th Street, Suite 200
Denver, CO 80202

Name and address changes for representatives shall be made in writing, mailed to the other representatives at the then current addresses. Notices shall be deemed given the 3rd business day after deposit in an official depository for the United States Postal Service, the next business day after delivery by electronic means customarily used in commerce and which includes a delivery confirmation, or upon personal delivery.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TOWN OF GEORGETOWN

By

14
CITY OF BLACK HAWK

By

Mayor

ATTEST:

City Clerk
Table A
Georgetown's water rights and supplies which may be stored in, diverted into, or exchanged into Georgetown Lake as of October 30, 2013

Water delivered by agreement with the City of Golden and the City of Black Hawk through Vidler tunnel.

Water stored in priority pursuant to storage rights or exchanges decreed in Case Nos. 98CW439, 99CW12 (consolidated with 07CW324) and 08CW145, all decreed in the Water Court, Water Division No. 1.

Water stored during free river.

Water that can be legally stored by administrative exchange upon prior approval of the water commissioner or division engineer.
TABLE B

Black Hawk water rights and supplies which may be stored, diverted into, or exchanged into Georgetown Lake as of October 30, 2013

1. Water delivered by agreement with the City of Golden through the Vidler Tunnel or by exchange from other Golden sources.

2. Water first stored in Green Lake, including, but not limited to, the water rights decreed to Applicant in Cases Nos. 2009CW276 and 2009CW277, and released to South Clear Creek.

3. Water stored in priority pursuant to the storage rights and the exchanges decreed in Case No. 2007CW327.


5. Water stored during free river.

6. Water stored by exchange pursuant to the exchanges pending in Case No. 2012CW303.

7. Water that can be legally stored by administrative exchange upon prior approval of the Water Commissioner or the Division Engineer.
MV TRANSPORTATION
SERVICE AGREEMENT
2014
SUBJECT: MV Transportation Service Agreement for 2014

RECOMMENDATION:
If City Council chooses to approve this Service Agreements between City of Black Hawk and MV Transportation the recommended motion is as follows: "Approve the Service Agreement with MV Transportation in the an amount not to exceed $410,000 as approved in the 2014 budget for Contracted Bus Service."

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Staff recommends utilizing MV Transportation, Inc. to provide the bus drivers for the Black Hawk Tramway Service for 2014. MV has been used several years quite successfully. MV provides all the bus drivers, supervision and insurance for the operation of the Tramway system.

FUNDING SOURCE:
010-3105-431.58-10 Contracted Bus Service $410,000

WORKSHOP DATE:
January 8, 2014

ORIGINATED BY:
Thomas Isbester

STAFF PERSON RESPONSIBLE:
Thomas Isbester

PROJECT COMPLETION DATE:
December 31, 2014

DOCUMENTS ATTACHED:
N/A

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

SUBMITTED BY:
Thomas Isbester, Public Works Director

REVIEWED BY:
Jack D. Lewis, City Manager
AGREEMENT FOR THE MANAGEMENT AND OPERATION OF THE TRANSPORTATION SERVICES FOR THE BLACK HAWK TRAMWAY

This Agreement is entered into this ______________ day of ______________, 20__, by and between the City of Black Hawk, a municipal corporation and political subdivision of the State of Colorado (the "City") and MV Transportation, Inc., a California corporation in good standing in the State of Colorado (the "Contractor").

WHEREAS, the City desires to contract with the Contractor to operate its transportation system, and

WHEREAS, Contractor has the technical expertise necessary to manage and operate City's transportation system,

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

1. Term/Termination.

1.1. Term. This Agreement shall commence for a twelve-month period starting January 1, 2014, and ending December 31, 2014, unless sooner terminated as set forth below. The City and the Contractor may agree to extend this Agreement for two additional one-year periods with each extension to be exercised on an annual basis at the discretion of the City and the Contractor. City and Contractor will annually renegotiate the cost of these services. Failure to achieve cost reconciliation in any given year will result in termination of the Agreement.

1.2. Termination. Either party hereto has the right to terminate this Agreement at any time, with or without cause, and without further liability, upon ninety (90) days written notice to the other party. The parties may also terminate the Agreement, upon two (2) weeks written notice, if the necessary funding to operate their respective services becomes unavailable because of circumstances beyond their control.

2. Scope of Work.

In accordance with federal and state law, and the standards set forth herein, Contractor shall provide transportation service to the general public.

2.1 Scope. Contractor's Scope of Work shall be referred to as "Exhibit A," which is attached hereto and by this reference incorporated herein. The services described in Exhibit A, together with the terms set forth in this Agreement, shall constitute all of the work to be provided by Contractor under the terms of this Agreement. Contractor and City specifically contemplate that Contractor shall strictly abide by the terms and conditions set forth in subsection A.16 of Exhibit A.

2.2 General Public. In accordance with the work set forth in Exhibit A, transportation service shall be available to the general public. Transportation service may operate on a modified fixed route with checkpoint deviation to provide equivalent service as required under the Americans with Disabilities Act of 1990 ("ADA").
2.3 **Compliance Requirements.** Contractor will provide service subject to the requirements of the ADA and the drug and alcohol program requirements of 49 C.F.R. Parts 40 and 655.

3. **Compensation.**

3.1 **Rates.** The rates for the term of this Agreement are based on the rates provided by the Contractor and accepted by the City as shown in Exhibit B. The rate will include the Fixed Cost per Month plus the Variable Cost per Hour based on the actual hours of operation.

3.2 **Invoices.** Contractor shall invoice City on a monthly basis for the services provided. Contractor shall submit invoices to City by the 10th day of the month for the previous month’s service.

3.3 **Payment Terms.** City shall pay Contractor within 30 days of receipt of Contractor’s Invoice.

3.3.1 **Disputed Invoices.** In the event City disputes any portion of Contractor’s invoice, City shall notify Contractor in writing within fourteen (14) days of receipt of Contractor’s invoice. City shall pay the undisputed portion of the invoice within thirty (30) days of receipt of Contractor’s invoice.

3.3.2 **Dispute Resolution.** Contractor and City shall meet within fourteen (14) days of Contractor’s receipt of City’s notice of disputed invoice to negotiate a resolution to the dispute.

4. **Service Requirements.**

4.1 **Reporting.** Contractor shall report to City monthly the following statistics: Total hours; total miles; accidents; threatened litigation or claims; and number of passengers transported on a daily basis (the “Monthly Report”).

4.2 **Fares.** Any fares collected from passengers at the request for the City shall be deposited into City’s bank account and noted on the Monthly Report.

4.3 **Changes in Service.** Upon City’s reasonable request and advance notice of no less than two (2) weeks, Contractor shall make modification to routes and schedules. Compensation will be adjusted as shown in Exhibit B.

4.4 **Driver Documents and Inspection.** Contractor will have on file and to the extent permitted by law shall, upon request, make available to City the following documentation for each driver retained to perform services under this Agreement:

4.4.1 Proof of valid driver’s license;

4.4.2 Current Department of Motor vehicle record report; and

4.4.3 Audit testing record to verify compliance with FTA Drug and Alcohol Testing.
5. Accident and Incident Reporting.

5.1. Reporting Accidents and Incidents. Contractor shall report all accidents and incidents involving or resulting from its services by providing City a copy of the incident/accident report(s) submitted by drivers to Contractor, or through other mutually acceptable forms. Contractor shall require any driver involved in any incident or accident while engaged in the services contemplated by this Agreement to provide a report of such incident or accident to Contractor. For this Agreement, “accident” means vehicle damage (excluding purely mechanical failure) that requires towing from the scene, and/or damage resulting in law enforcement agencies responding to the scene. For this Agreement, “incident” refers to injuries to and/or complaints from passengers or others, whether in connection with an accident or not.

5.2. Law Enforcement Reports from Contractor. Contractor shall request a copy of any incident or accident report prepared by law enforcement officers. Contractor shall promptly provide City with a copy of all reports regarding Contractor’s incidents or accidents in which a vehicle is involved. Such reports shall be submitted to City within twenty-four hours of Contractor’s receipt of the report.

5.3. Contractor Internal Reports. Copies of incident and accident reports involving vehicles, drivers, and/or passengers, prepared by the Contractor, shall be provided to City within twenty-four hours of Contractor’s preparation or receipt of the report.


6.1. Intent. It is not the intent of either party to incur liability for the negligent operations, acts, or omissions of the other party or its agents or employees. Rather, as set forth hereinafter, each of the parties hereto assumes full responsibility for the negligent operations, acts, and omissions of its own employees, agents, contractors, and licensees, and each party hereto seeks indemnification only against the negligent operation, acts, and omissions of the employees, agents or contractors of the other party.

6.2. Contractor. Contractor agrees and acknowledges that it is responsible for any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including, without limitation, reasonable attorney’s fees, paid or incurred as the result of or in connection with (i) any breach by Contractor, its agents, subcontractors, employees, or licensees, of any covenant or condition of this Agreement, or (ii) the carelessness, negligence or improper conduct of Contractor, its agents, subcontractors, employees, or licensees. To the full extent allowed by law, if any action or proceeding is brought against City, by reason of any such claim, upon written notice from City, Contractor shall, at its own expense, resist or defend such action or proceeding with counsel approved by City in writing and Contractor shall indemnify and hold harmless the City from and against any such claim or judgment resulting therefrom.

7. INSURANCE

7.1. Forms & Amounts. Contractor shall carry insurance, and provide written proof thereof to City, in the following minimum amounts:
7.1.1. Workers’ Compensation. Contractor shall provide workers’ compensation insurance or shall undertake a program of self-insurance pursuant to the laws of the State of Colorado.

7.1.2. Comprehensive General Liability. Contractor shall maintain coverage of not less than $5,000,000.00 per occurrence for personal injury and property damage liability. Such liability shall contain provision insuring the contractual liability.

7.1.3. Automobile. Contractor shall maintain a Comprehensive Automobile Insurance Policy written on an occurrence basis, in a form and substance reasonably acceptable to the City. The Comprehensive Automobile Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles, and shall include Automobile Physical Damage. The Comprehensive Automobile Insurance Policy must be written with a combined single limit of liability for not less than $5,000,000.00 for each occurrence of bodily injury and/or property damage.

7.2. Additional Insured. To the extent allowed by Colorado law, all Contractor’s insurance policies required or provided for by this Agreement shall name the City of Black Hawk, Colorado as additional insured.

7.3. Primary. The insurance policies required by the terms of this Agreement shall be primary and non-contributory in relation to any other insurance that may apply, for operations performed by or on behalf of Contractor.

7.4. Cancellation & Notice. Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall so notify City in writing at least 30 days in advance of such cancellation or expiration. The certificates of insurance for the above-described policies shall include at least a 30-day notice of cancellation clause.

8. ADDITIONAL TERMS AND CONDITIONS

8.1. Limitation of Funding. Service is contingent upon funds available to and appropriated by City at its sole discretion. In the event that funding is eliminated or decreased, City reserves the right to terminate or modify this Agreement accordingly.

8.2. Independent Contractor. In performing under this Agreement, Contractor shall act at all times as an independent contractor. Nothing contained in this Agreement shall be construed or applied to create the relationship of principal and agent, or of employer and employee, between Contractor and City. Employees of Contractor shall not under any circumstances be considered employees of City.

8.3. Subcontracts. Contractor shall not enter into subcontracts for the performance of the duties and responsibilities of the Contractor identified in Exhibit A without the prior written consent of City.

8.4. Assignment of Interests. Neither this Agreement nor any interest herein shall be assigned or transferred by Contractor without authorization in writing by the City. Such consent shall not release Contractor from its liability for the performance of the obligations of this Agreement unless otherwise specifically agreed in writing.
8.5. **Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incident of fire, flood, or strike; acts of God; acts of the federal or state Government; war or civil disorder; violence or the threat thereof; commandeering of material, products, plants, or facility by the Federal or state government; or national or local fuel shortage. Performance shall be excused when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of the party not performing.

8.6. **Audit.** The records, books, documents, data, and accounting and operating procedures as related specifically to the performance of this Agreement are subject to audit and examination by the City and its representatives, the U.S. Department of Transportation, the Comptroller General of the United States, and the State of Colorado for three (3) years from the date of final payment under this Agreement. Such audit shall be conducted after reasonable notice to Contractor and at Contractor’s account center in Colorado where such records shall be maintained.

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

8.8. **Modification.** Any provision of this Agreement may be modified, changed, altered or deleted, either temporarily or permanently, upon written agreement between the City and Contractor.

8.9. **Disputes.** Administrative disputes arising out of this Agreement between employees and staff of the City and/or Contractor shall first be taken to the chief executive officers of the parties to this Agreement for the purpose of attempting in good faith to resolve the dispute. If the parties cannot resolve the dispute, they may appoint a mediator to resolve the dispute. If the parties do not agree to mediation or on a mediator, they shall have the right to pursue all remedies permitted by law. In the event either party retains the services of an attorney to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees, costs and expenses.

8.10. **Jurisdiction and Venue.** This Agreement and all documents associated with this Agreement shall be construed and interpreted in accordance with the law of the State of Colorado. City and Contractor hereby consent and submit to the exclusive jurisdiction of the Gilpin County District Court of the State of Colorado for adjudication of any suit, right or cause of action arising under or in connection with this Agreement.

8.11. **Notices.** Any notices required to be given pursuant to the terms and provisions of this Agreement shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow or to such other addresses as the parties may hereinafter designate in writing:
Any such notice shall be deemed to have been given, if mailed as provided herein, as of the date mailed.

8.12 Illegal Alien Workers. Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or contract with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the Agreement. Execution of this Agreement by Contractor shall constitute a certification by Contractor that it does not knowingly employ or contract with any illegal alien and that Contractor has participated or attempted to participate in the Basic Pilot Employment Verification Program administered by the United States Department of Homeland Security, ("Basic Pilot Program") in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

8.12.1 Contractor shall:

8.12.1.1 Confirm or attempt to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Basic Pilot Program. Contractor shall apply to participate in the Basic Pilot Program every three months until all Contractor requirements under this Agreement are completed or until Contractor is accepted into the Basic Pilot Program, whichever occurs earlier.

8.12.1.2 Not utilize the Basic Pilot Program procedures to independently undertake pre-employment screening of job applicants.

8.12.1.3 Require any subcontractor to certify that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an
illegal alien Contractor shall:

8.12.1.3.1 Notify the subcontractor and City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

8.12.1.3.2 Terminate the subcontract with the subcontractor if within three (3) days of receiving notice from Contractor, the subcontractor does not stop employing or contracting with the illegal alien; 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.

8.12.1.4 Comply with any reasonable request by the Department of Labor and Employment ("Department") made in the course of an investigation by the Department.

8.12.2 If Contractor violates any provision of this Section, City may terminate the Agreement immediately, Contractor shall be liable to City for City’s actual and consequential damages resulting from such termination, and City shall report such violation by Contractor to the Colorado Secretary of State as required by law.
9. ENTIRE AGREEMENT

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

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

CITY OF BLACK HAWK, COLORADO

By: David D. Spellman, Mayor

ATTEST:

Jeanie Magno, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

My Public Transportation, Inc.

By: Brad Cornelson

Its:

STATE OF COLORADO

COUNTY OF Shelby

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 12th day of December, 2013, by Brad Cornelson, as the CFO of My Public Transportation Inc.

My commission expires: Sept 26, 2014

(S E A L)

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

FROM: My Public Transportation, Inc.  
(Prospective Contractor)

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

Bid Number ___________________________  
Project No. ___________________________

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

Executed this 12 day of December, 2013.

Prospective Contractor: My Public Transportation, Inc.

By: _______________________________

Title: CFO
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, [Name of Contractor], 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

COUNTY OF

The foregoing instrument was subscribed, sworn to and acknowledged before me this 12th day of December, 2013, by Brad Cornelsen as CFO of [Name of Public].

My commission expires: Sept 26, 2014

(SEAL)

BRANDI KRAFT
COMMISSION NUMBER 769835
MY COMMISSION EXPIRES
September 26, 2014

Notary Public
<table>
<thead>
<tr>
<th>Documents that Serve to Prove Citizenship/Lawful Presence and Identification:</th>
</tr>
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<tbody>
<tr>
<td>• Colorado Driver’s License or Identification Card</td>
</tr>
<tr>
<td>• 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</td>
</tr>
<tr>
<td>• A United States Military Card of a Military Dependent’s Identification Card</td>
</tr>
<tr>
<td>• A United States Coast Guard or Merchant Mariner Card</td>
</tr>
<tr>
<td>• A Native American Tribal Document</td>
</tr>
<tr>
<td>• Certificate of Naturalization with Photograph</td>
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<tr>
<td>• Certificate of U.S. Citizenship with Photograph</td>
</tr>
<tr>
<td>• U.S. Passport (less than 5 years old)</td>
</tr>
<tr>
<td>• Northern Mariana Identification Card with Photograph</td>
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</tbody>
</table>

| OR |

<table>
<thead>
<tr>
<th>Documents that Only Serve to Prove Citizenship/Lawful Presence:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• U.S. Birth Certificate</td>
</tr>
<tr>
<td>• Certification of Report of Birth from Department of State</td>
</tr>
<tr>
<td>• Report of Birth Abroad of a U.S. Citizen</td>
</tr>
<tr>
<td>• U.S. Citizen Identification Card</td>
</tr>
<tr>
<td>• Final Adoption Decree</td>
</tr>
<tr>
<td>• Evidence of U.S. Civil Service Employment before June 1, 1976</td>
</tr>
<tr>
<td>• Statement Provided by U.S. Consular Officer Certifying Citizenship</td>
</tr>
<tr>
<td>• Religious Records Recorded in the 50 states, D.C., or a U.S. Territory</td>
</tr>
<tr>
<td>• Showing Birth Date or Child’s Age and Location of Birth in U.S.</td>
</tr>
<tr>
<td>• Early School Records</td>
</tr>
<tr>
<td>• Census Records</td>
</tr>
<tr>
<td>• Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship</td>
</tr>
</tbody>
</table>

| 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

A.1 HOURS OF SERVICE. Passengers will be picked up at points designated by the City along the service route during the service hours defined in the Operations Profile.

A.2 DAYS OF SERVICE. Service will be provided seven days per week, 365 days per year.

A.3 RIDE TIME. The scheduled route will be no longer than 20 minutes in length under normal weather conditions for the Black Hawk Tramway.

A.4 SERVICE AREA. The City of Black Hawk.

A.5 FARES. Fares are not currently collected. If a fare is set by the City, City will provide Contractor with fare boxes to be used in collecting fares.

A.6 PASSENGER ASSISTANCE. Contractor shall assist passengers on and off the bus as needed.

A.7 INCLEMENT WEATHER. In the event that weather conditions are such that service must be suspended temporarily to ensure the safety of the passengers and drivers, the Contractor shall immediately contact the Black Hawk Public Works Director or designee. Contractor shall make best efforts to notify casino management and passengers of weather related delays to the service.

A.8 COMPLAINTS. The Contractor shall make written record of all complaints from passengers and other relating to the service provided herein. Contractor shall investigate all complaints and, within fourteen (14) days following actual receipt of complaint, provide a written response to the person making the complaint and shall provide a copy of the complaint and the response to City.

A.9 DRIVERS. Contractor shall employ drivers duly licensed by the State of Colorado to transport the passengers provided for under this Agreement.

   A.9.1 Contractor shall train all drivers in accordance with Contractor’s training program for drivers providing similar transit services.
   A.9.2 All drivers will be trained in accordance with the federal laws and the laws of the State of Colorado.
   A.9.3 Contractor shall comply with drug and alcohol screening requirements of all employees in safety sensitive positions in compliance with federal law.
   A.9.4 All drivers shall wear a uniform issued by the Contractor at all times while in service, and shall, at all times when visible to bus passengers, be neatly groomed and dressed.
   A.9.5 The Contractor shall have the exclusive right to hire, train and terminate drivers
and other Contractor personnel. The City shall have the option to request the Contractor assign drivers to other contract service based on the need to maintain customer service levels consistent with a resort community.

A.9.6 Drivers shall be trained in and practice appropriate radio communications.
A.9.7 Contractor will schedule meeting with driver team and fleet shop staff once every quarter to discuss common issues and procedures.
A.9.8 Contractor will provide City summary of driver training every six months.
A.9.9 From time to time, but no more often than quarterly, the City may request, at City’s expense, that drivers perform a survey of passengers to see if passengers are satisfied with the service, to discuss methods of improvement, and such other matters as the City may request. Contractor, at City’s expense, may be asked to provide such reports concerning the results of the surveys as the City may reasonably require.
A.9.10 When requested, contractor will complete ridership counts, by stop, and report the results to the City.

A.10 VEHICLES PROVIDED BY CITY. City supplied transportation equipment must be lift equipped passenger transportation vehicles that are ADA Accessible and licensed in the State of Colorado. These buses will be low floor medium or heavy-duty transit buses. The vehicles shall have a minimum capacity to transport twenty-four ambulatory and two passengers in standard wheelchairs at the same time. A light duty transit bus, commonly referred to as a “cutaway” style, may be used as a backup vehicle.

A.10.1 Contractor shall not materially alter the appearance of the City’s buses.
A.10.2 Contractor shall ensure the City buses it operates are neat, clean and properly maintained to assure the safety and comfort of all passengers.

A.11 MAINTENANCE. All maintenance will be provided for and scheduled by the City of Black Hawk Fleet Shop.

A.12 FUEL. City will provide fuel for vehicles.

A.13 FACILITIES. City will provide Contractor free of charge parking facilities for the buses and employees at Miner’s Mesa. City shall be responsible for the general cleaning and upkeep of all transit shelters and the parking facilities. Contractor shall be responsible for the general cleaning and upkeep of all areas used by their employees.

A.14 QUALITY STANDARDS. In addition to all other federal state and local transit agency requirements, the following quality standards shall apply to the Contractor:

A.14.1 Contractor will provide prompt and timely service in accordance with the schedule in the Agreement.
A.14.2 Contractor drivers will be courteous and respectful to all passengers at all times.
A.14.3 Contractor drivers shall contact the local law enforcement agency rather than deal directly with a disruptive passenger.
A.14.4 Contractor drivers shall obey all traffic laws of the State of Colorado, Gilpin County and City of Black Hawk.

A.15 LICENSES AND PERMITS. During the term of this agreement, Contractor shall obtain all necessary licenses and permits required to operate a public transit service. All Contractor drivers shall obtain and maintain a current Commercial Driver's License with passenger endorsement.

A.16 SPECIAL TERMS AND CONDITIONS FOR FEDERAL TRANSIT ADMINISTRATION REGULATIONS. The following terms and conditions are intended specifically to ensure compliance with all applicable Federal Transit Administration Regulations.

1. **Charter Service Operations.** Contractor agrees to comply with 49 U.S.C. § 5323(d) and 49 C.F.R. Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. § 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

2. **School Bus Operations.** Pursuant to 69 U.S.C. § 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

3. **Energy Conservation.** Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. **Clean Water.**

   (1) In conjunction with the work contemplated and performed under this Agreement, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor and the City recognize that all bus cleaning and maintenance will be City's responsibility, and thus Contractor's obligations under the Clean Water Act may be negligible.

   (2) Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

5. **Restriction on Lobbying.** Contractors who apply or submit proposals for an award of
$100,000 or more shall file the certification required by 49 C.F.R. Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

6. **Access to Records.** Because the City is a local government and is a FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. § 18.36(i), the Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. § 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. § 18.39(i)(11).

7. **Federal Changes.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City and FTA, as they may be amended or promulgated from time to time during the term of the Agreement. Contractor's failure to so comply shall constitute a material breach of the Agreement.

8. **Warranty of the Work and Maintenance Bonds.** Contractor warrants to City that all materials and equipment furnished under the Agreement will be of highest quality and new unless otherwise specified by City, free from faults and defects and in conformance with the Agreement. All work not so conforming to these standards shall be considered defective. If required by the Public Works Director, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

9. **Clean Air.** In conjunction with the work contemplated and performed under this
Agreement, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor and the City recognize that all bus cleaning and maintenance will be City’s responsibility, and thus Contractor’s obligations under the Clean Air Act may be negligible.

10. **No Obligation by the Federal Government.**

(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the Agreement.

(2) Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

11. **Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon execution of the Agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

12. **Suspension and Debarment.** The Agreement is a covered transaction for purposes of 49 C.F.R. Part 29. As such, Contractor is required to verify that none of the Contractor, its principals, as defined at 49 C.F.R. § 29.995, or affiliates, as defined at 49 C.F.R. § 29.905, are excluded or disqualified as defined at 49 C.F.R. §§ 29.940 and 29.945. Contractor is required to comply with 49 C.F.R. § 29, Subpart C and must include the requirement to comply with 49 C.F.R. § 29, Subpart C in any lower tier covered transaction it enters into.
13. Contracts Involving Federal Privacy Act Requirements. The following requirements apply to Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

14. Civil Rights. The following requirements apply to the underlying contract:


(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Part 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with
any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

15. **Transit Employee Protective Provisions.**

(1) Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, Contractor agrees to carry out the transit operations work on the underlying Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C.A. § 5333(b), and U.S. Department of Labor guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (e) of this clause.

(b) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Agreement, Contractor agrees to carry out the Project in compliance with the terms
and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. Department of Labor ("DOL") guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.


(1) This Agreement is subject to the requirements of 49 C.F.R. Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is 1.3%. A separate contract goal has not been established for this procurement.

(2) Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. § 26.13(b)).

(3) Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(4) Contractor is required to pay its subcontractors performing work related to the Agreement for satisfactory performance of that work no later than 30 days after Contractor’s receipt of payment for that work from the City.

(5) Contractor must promptly notify City, whenever a DBE subcontractor performing work related to the Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City.
17. **Incorporation of FTA Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation ("DOT"), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

18. **Drug and Alcohol Testing.** Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Colorado, or the City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Parts 653 and 654 and review the testing process. Contractor agrees further to certify annually its compliance with Parts 653 and 654 before January 30 of every year and to submit the Management Information System (MIS) reports before March 1 of every year to the Public Works Director for the City. To certify compliance Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.
EXHIBIT B
CONTRACTOR COMPENSATION

Fixed cost per month $6487.00
Variable cost per hour $28.61
Approximate Service hours per year 10686
RESOLUTION 1-2014, A RESOLUTION ESTABLISHING A DESIGNATED PUBLIC PLACE FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN MEETINGS LAW
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 01-2014

TITLE: A RESOLUTION ESTABLISHING A DESIGNATED PUBLIC
PLACE FOR THE POSTING OF MEETING NOTICES AS
REQUIRED BY THE COLORADO OPEN MEETINGS LAW

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

Section 1. Black Hawk City Hall shall constitute the public place for the posting of meeting
notices as required by the Colorado Open Meetings Law. The City Clerk shall be responsible for
posting the required notices no later than twenty-four (24) hours prior to the holding of the
meeting. All meeting notices shall include specific agenda information, where possible.

RESOLVED AND PASSED THIS 8th day of January 2014.

________________________________________
David D. Spellman, Mayor

ATTEST:

________________________________________
Jeanie M. Magno, CMC, City Clerk
2014 WORKERS COMPENSATION INSURANCE - PINNACOL
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2014 Workers Compensation Insurance

RECOMMENDATION: If the Board of Aldermen chooses to ratify the phone poll taken on 12/18/2013 approving the estimated premium for Workers’ Compensation Insurance for 2014 from Pinnacol Assurance, the recommended motion is as follows: Motion to Ratify the 12/18/2013 phone poll approving the contract as quoted for the 2014 Workers’ Compensation Insurance with Pinnacol Assurance in the amount of $138,516.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: 2013 marked the first full year for Pinnacol Assurance as a mutual insurance company. The City’s 2013 premium was $120,868 after the final payroll audit. The increase in premium for 2014 is due to a loss ratio of 224% in 2013, in addition to an increase in City’s payroll for 2014 and an across the board rate increase from Pinnacol. The City’s 2013 loss experience moved the City from the highest premium tier (best rate) which we earned in past years, downward 2 tiers. The original quote received from Pinnacol on 11/20/2013 was approximately $7,000 higher at $145,504. Staff worked through our broker, IMA of Colorado, to seek consideration of additional credits based on the broad scope of safety measures the City of Black Hawk employs year round to help keep claims and costs under control. Our Pinnacol Underwriter agreed to give us the $7,000 credit for routine inspections and maintenance on the City’s fleet of vehicles. The credit is also based on previous years’ good claim experience.

To ensure the City is receiving the best possible rates for WC coverage, a quote was solicited from CIRSA, the City’s Property Casualty carrier. CIRSA’s quote for 2014 WC coverage was $164,538, which is approximately $26,000 higher than the revised Pinnacol Assurance quote. However, staff anticipates CIRSA may be more competitive in 2015 due to the increase in the City’s 2014 experience modification (emod) rate, which is based on the City’s 2013 total claim experience and will be calculated in July of 2014. Staff has asked CIRSA to add Black Hawk to the list for scheduled quotes for 2015.

The City’s final emod for 2014 is .74 or 26% premium credit.

FUNDING SOURCE: Department Specific Workers Compensation Line Items (xxx-xxxx-xxx-26-00)

WORKSHOP DATE: N/A

ESTIMATED DATE OF PROJECT COMPLETION: January 8, 2014

ORIGINATED BY: Jack Lewis, City Manager

STAFF PERSON RESPONSIBLE: Melissa Greiner, Assistant to the City Manager for Administration

DOCUMENTS ATTACHED: N/A

RECORD: [ ]Yes [X]No

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

INITIALS

SUBMITTED BY: Melissa Greiner, Assistant to City Manager for Administration

REVIEWED BY: Jack D. Lewis, City Manager

2014 WC
WEEKLY REGISTER CALL – REQUEST FOR CONSIDERATION FOR 2014 NEWSPAPER OF RECORD
Weekly Register-Call
Request for consideration for 2014 Newspaper of Record

December 27, 2013

Mayor and Board of Aldermen
City of Black Hawk, Colorado
PO Box 68
Black Hawk, CO 80422

Dear Mayor and Board of Aldermen,

As the Publisher & Managing Editor of the Weekly Register-Call, I would respectfully request our publication to be considered for appointment as the Newspaper of Record for the upcoming year, 2014. Our USPS Periodical Permit number is 0278-5839. The rates for notices paid with public monies (tax dollars) were set by the state legislature in 1993. Following are the rates being submitted:

**Legal notices paid with public monies:** These include legal notices pertaining to elections of all types, ordinances, public bills and salaries, construction bids, budget hearings, and bond issues.

- Legal notices published in 10 point type in a 2” column width:
  - .44 per line – first publication
  - .44 per line – subsequent publications

**Legal notices paid with private monies:** These include delinquent tax lists of real and personal property, annexation elections, public hearings for zoning and liquor licenses, property sales and purchases including public trustee and sheriff’s sales, foreclosures and applications for issuance of treasurer’s deeds:

- Legal notices published in 10 point type in a 2” column width:
  - .95 per line – first publication
  - .75 per line – subsequent publications

The deadline for submitting legal and public notices are on Mondays at 6 pm for publication the following Thursday. To help ensure quality control and accuracy, legal notices should be submitted via email to aaron.storms@weeklyregistercall.com.

We look forward to working with you in the upcoming year!

Thanks, Aaron

/s/ Aaron Storms

Aaron Storms
Publisher & Managing Editor
Weekly Register-Call
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