



REGULAR MEETING AGENDA

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

May 27, 2015
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. ADENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: May 13, 2015
7. PUBLIC HEARINGS:
 - A. Ordinance 2015-13, An Ordinance Amending the Black Hawk Municipal Code Concerning Modifications to Existing Wireless Telecommunications Facilities
 - B. Ordinance 2015-14, An Ordinance Amending Article XVII of Chapter 6 of the Black Hawk Municipal Code Regarding Entertainment Districts
 - C. Resolution 41-2015, A Resolution Approving an Amendment to the Comprehensive Sign Plan for Z Casino
8. ACTION ITEMS:
 - D. Resolution 42-2015, A Resolution Approving the License Agreement Between the City of Black Hawk and Sasquatch Casino, LLC
 - E. Resolution 43-2015, A Resolution Awarding the Bid and Approving the Contract for the Rehabilitation of 301 High Street to Whitestone Construction in an Amount Not To Exceed \$826,644
9. CITY MANAGER REPORTS:
10. CITY ATTORNEY:
11. EXECUTIVE SESSION:
12. ADJOURNMENT:

MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community.



**City of Black Hawk
City Council**

May 13, 2015

MEETING MINUTES

1. **CALL TO ORDER:** The special meeting of the City Council was called to order on Wednesday, May 13, 2015 at 1:00 p.m. by Mayor Spellman.

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

Staff present: City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, City Clerk/Administrative Services Director Greiner, and Deputy City Clerk Martin.

EXECUTIVE SESSION: Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 1:01 p.m. to hold a conference with the City's attorney to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S., § 24-6-402(4)(a), to hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S., § 24-6-402(4)(b), and to 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(4)(e).

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

MOTION TO ADJOURN Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 3:02 p.m.

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

The Regular Meeting of the City of Black Hawk City Council was reconvened at 3:07 p.m.

Staff present: City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, City Clerk/Administrative Services Director Greiner, Community Planning and Development Administrator Linker, Finance Director Hillis, Public Work Director Isbester, Fire Chief Taylor, and Deputy City Clerk Martin.

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

4. CONFLICTS OF INTEREST:

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

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

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

6. APPROVAL OF MINUTES

April 22, 2015.

MOTION TO APPROVE

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

MOTION PASSED

There was no discussion and the motion passed unanimously.

7. PUBLIC HEARINGS:

None

8. ACTION ITEMS:

A. Resolution 38, A Resolution Approving the Contract with Kaiser Permanente in the Amount of \$785,410 for Health Insurance

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained the annual renewal review. She said that Kaiser originally came back with a 9.15% increase, so it was decided to receive open market bids. CIGNA came back with the most comparable offer at 2.3% over the City's current cost. Greiner went back to Kaiser and they matched the amount. She said that Kaiser was also going to decline to offer a

\$5,000 wellness bonus that they provided in previous years, in the end they conceded and the City now has \$5,000 to use for wellness programs.

Greiner also mentioned that staff is recording documented complaints from employees on Kaiser, and only three have been logged in the last year, all of which were able to be resolved.

Council acknowledged the good work to keep the costs down.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 38, A Resolution Approving the Contract with Kaiser Permanente in the Amount of \$785,410 for Health Insurance.

MOTION PASSED

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

B. Resolution 39, A Resolution Adopting the Contract with Delta Dental in the Amount of \$105,661 for Dental Insurance

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner said that Delta Dental Insurance increased by 9.5% and they were not willing to budge. They went out to market on this as well, and three of the four carriers that responded were substantially higher than Delta Dental. Greiner said the one that came in less was not recommended by the broker, as they do not have the same extensive network of dentists, and though a lower premium to start, chances are it would increase next year to offset the lower introductory rate.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 39, A Resolution Adopting the Contract with Delta Dental in the Amount of \$105,661 for Dental Insurance.

MOTION PASSED

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

C. Resolution 40, A Resolution Approving the Proposal from CIGNA for 2015-2017 Ancillary Coverage

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner is recommending changing carriers from Lincoln Financial to CIGNA due to a rate increase and numerous administrative issues when processing claims.

Greiner said the broker took this out to bid as well, and CIGNA offers substantially the same types of coverage and came in at a 6.5% savings over the current plan year.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 40, A Resolution Approving the Proposal from CIGNA for 2015-2017 Ancillary Coverage.

MOTION PASSED

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

9. CITY MANAGER REPORTS:

City Manager Lewis had nothing to report.

10. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report.

11. EXECUTIVE SESSION: There was no Executive Session.

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 3:17 p.m.

Melissa A. Greiner
City Clerk

David D. Spellman
Mayor

**COUNCIL BILL 13
ORDINANCE 2015-13
AN ORDINANCE AMENDING
THE BLACK HAWK
MUNICIPAL CODE
CONCERNING
MODIFICATIONS TO
EXISTING WIRELESS
TELECOMMUNICATIONS
FACILITIES**

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

COUNCIL BILL NUMBER: CB13

ORDINANCE NUMBER: 2015-13

TITLE: AN ORDINANCE AMENDING THE BLACK HAWK MUNICIPAL CODE CONCERNING MODIFICATIONS TO EXISTING WIRELESS TELECOMMUNICATIONS FACILITIES

WHEREAS, Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (the "Spectrum Act") prohibits the City from denying land use applications that would not substantially change the physical dimensions of certain CMRS facilities, and restricts the review process for an application for the modification of certain CMRS facilities; and

WHEREAS, the Board desires to amend the Black Hawk Municipal Code to comply with Section 6409(a) of the Spectrum Act.

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

Section 1. Section 16-392 of the Black Hawk Municipal Code is hereby amended by the addition of the following new definitions:

Base station means a structure or equipment, other than a tower, at a fixed location that enables Federal Communications Commission-licensed or authorized wireless communications between user equipment and a communications network. The term includes any equipment associated with wireless communications services, including radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks). The term includes any structure, other than a tower, to which any of the equipment described hereof is attached.

Eligible telecommunications facility request means a request for approval of the modification of an existing tower or base station that involves the collocation of new transmission equipment, the removal of transmission equipment or the replacement of transmission equipment.

Tower means a structure built for the sole or primary purpose of supporting any Federal Communications Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Section 2. The definition of "substantial change" in Section 16-392 of the Black Hawk Municipal Code is hereby amended as follows:

Substantial change means a modification to an existing tower or base station under the following circumstances—a type of CMRS facility modification that occurs if:

- ~~(1) The mounting of a proposed antenna on a CMRS facility would increase the existing height of the CMRS facility by more than ten percent (10%), or by the height of one (1) additional array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater, except that the mounting of the proposed antenna may exceed the size limits set forth herein if necessary to avoid interference with existing antennas; or~~
- ~~(2) The mounting of the proposed antenna would involve the installation of more than the standard number of new equipment storage cabinets for the technology involved, not to exceed four (4), or more than one (1) new equipment storage shelter; or~~
- ~~(3) The mounting of the proposed antenna would involve adding an appurtenance to the body of the CMRS facility that would protrude from the edge of the facility more than twenty (20) feet, or more than the width of the CMRS facility structure at the level of the appurtenance, whichever is greater, except that the mounting of the proposed antenna may exceed the size limits set forth in this paragraph if necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable; or~~
- ~~(4) The mounting of the proposed antenna would involve excavation outside the CMRS facility site, defined as the current boundaries of the leased or owned property surrounding the CMRS facility and any access or utility easements currently related to the site.~~

(1) A substantial change in the height of an existing tower or base station occurs as follows:

- a. For a tower outside of a public right-of-way, when the height of the tower is increased by more than ten percent (10%), or by the height of one (1) additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater.*
- b. For a tower located in a public right-of-way or for a base station, when the height of the structure increases by more than ten percent (10%) or by more than ten (10) feet, whichever is greater.*

(2) Changes in height are measured as follows:

- a. *When deployments are separated horizontally, changes in height shall be measured from the original support structure, not from the height of any existing telecommunications equipment.*
 - b. *When deployments are separated vertically, changes in height shall be measured from the height of the tower or base station, including any appurtenances, as the tower or base station existed on February 22, 2012.*
- (3) *A substantial change in the width of an existing tower or base station occurs as follows:*
- a. *For a tower outside of public rights-of-way, when the addition of an appurtenance to the body of the tower protrudes from the edge of the tower more than twenty (20) feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater.*
 - b. *For a tower in a public right-of-way or a base station, when the addition of an appurtenance to the body of the structure would protrude from the edge of the structure by more than six (6) feet.*
- (4) *A substantial change also occurs for an existing tower in a public right-of-way or an existing base station as follows:*
- a. *When the change involves the installation of any new equipment cabinets on the ground, if no ground cabinets presently exist, or*
 - b. *When the change involves the installation of ground cabinets that are more than ten percent (10%) larger in height or overall volume than any existing ground cabinets.*
- (5) *A substantial change also occurs for any existing tower or base station when any of the following are found:*
- a. *When the change involves installation of more than the standard number of new equipment cabinets for the technology involved, or more than four (4) new cabinets, whichever is less.*
 - b. *When the change entails any excavation or deployment outside the current site.*
 - c. *When the change would defeat the concealment elements of the eligible support structure.*
 - d. *When the change does not comply with conditions associated with the original siting approval of the construction or modification of the tower, base station or base station equipment.*

This limitation does not apply if the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that would not exceed the thresholds identified in Subsections (1) through (5)(b), hereof.

Section 3. Section 16-401 of the Black Hawk Municipal Code is hereby amended as follows:

Sec. 16-401. Application and approval procedures.

(b) Administrative approval.

* * *

(4) Decision. The Planning Director shall issue a written decision approving or denying the application. *Except with respect to an eligible telecommunications facility request that must be approved pursuant to subsection (e) hereof,* ~~the~~ Planning Director may impose reasonable conditions of approval.

* * *

(e) ~~Modifications to CMRS facilities~~ *Eligible telecommunications facility requests.*

(1) Any modification to a CMRS facility that differs from the original design that was approved by the City shall require new application and approval. Notwithstanding the foregoing, the City may, in its sole discretion, waive or postpone the submittal of any application requirement detailed in this Section when considering a modification request.

~~(2) Any request for modification that does not substantially change the existing CMRS facility shall be approved by the City.~~

~~(3) Any application for a modification to a CMRS facility shall be reviewed by the City within ninety (90) days of the City's receipt of the completed modification application.~~

(2) *Application materials.*

a. An applicant for an eligible telecommunications facility request shall be required to submit only such documentation and information as is reasonably necessary to determine whether a proposed modification would substantially change the physical dimensions of an eligible tower or base station.

b. The City shall make available an application form which shall be limited to the information necessary for the City to consider whether an application would substantially change the physical dimensions of an eligible tower or base station. The application form may not require the applicant to

demonstrate a need or business case for the proposed modification or collocation.

(3) *Incomplete applications.*

- a. When an application is incomplete, the City shall provide written notice to the applicant within thirty (30) days, specifically identifying all missing documents or information.*
- b. If an application remains incomplete after a supplemental submission, the City shall notify the applicant within ten (10) days. Second or subsequent notices of incompleteness may not require the production of documents or information that were not requested in the original notice of incompleteness.*

(4) *Expedited review.*

- a. An eligible telecommunications facility request shall be approved or denied by the City within sixty (60) days of the date of the City's receipt of the completed application. This time period may be tolled only by mutual agreement or where an application is incomplete.*
- b. If the City fails to approve or deny an eligible telecommunications facility request within the time frame for review (accounting for any tolling), the request shall be deemed granted; provided that this automatic approval shall become effective only upon the City's receipt of written notification from the applicant after the review period has expired (accounting for any tolling) indicating that the application has been deemed granted.*

(5) *Review.*

- a. The Planning Director shall review the application to determine whether the application qualifies as an eligible telecommunications facility request.*
- b. Approval.*
 - 1. The City shall approve an eligible telecommunications facility request that does not substantially change the physical dimensions of a tower or base station.*
 - 2. The City may approve an eligible telecommunications facility request that substantially changes the physical dimensions of a tower or base station if it complies with the remainder of this Code.*
 - 3. The City may condition the approval of any eligible telecommunications facility request on compliance with generally applicable building, structural, electrical, and safety codes or with other laws codifying objective standards reasonably related to health and safety.*

c. Denial. A final decision by the City to deny an eligible telecommunications facility request under this Section shall be in writing and shall include the reason(s) for denial.

READ, PASSED AND ORDERED POSTED this 27th day of May, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK REQUEST FOR COUNCIL ACTION

SUBJECT: City Ordinance to amend Article XVIII of Chapter 16 of the City of Black Hawk Municipal Code (P-15-00)

RECOMMENDATION: Baseline Staff as well as the City Attorney recommends the City Council consider a **MOTION TO APPROVE** the proposed ordinance to amend Sections 16-392 and 16-401 of Article XVIII, City of Black Hawk Municipal Code as submitted in the attached ordinance.

MOTION TO APPROVE: I hereby motion to approve Ordinance No. 2015-13, an Ordinance amending Section 16-392 and 16-401 of the City of Black Hawk Municipal Code, as submitted.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

As a reminder, in March of 2014 the City of Black Hawk passed Ordinance No. 2014-6 to update the Municipal Code to address Section 6409 of the Middle Class Tax Relief and Job Creation Act 2012 (a.k.a. “The Spectrum Act”) as the City regulations were not in compliance with the Act. Again, compliance with the Act is needed to further clarify that Section 6409(a) that provides that “a State or local government may not deny, and shall approve, any eligible facilities request for modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station.”

Ordinance 2014-6 amended Section 16-392 of Article XVIII of the Black Hawk Code by adding a new definition for the term “substantial change”. Due to some ambiguity of the language contained within Section 6409(a), the definition of “substantial change” has been interpreted in differing ways by industry and local governments. Recently however, additional information has been provided by the FCC to clarify the definition of “substantial change” as it relates to applications for modification. The proposed ordinance will update Chapter 16 of the Black Hawk Municipal Code to reflect the updated Federal definition.

In addition, clarifications were provided for the municipal review process of CMRS facilities – specifically modifications to existing facilities. The City of Black Hawk regulates the review of CMRS applications under Section 16-401 of the Municipal Code. Section 16-401 currently requires that any modification for a CMRS facility requires the submittal of site plan, title commitment or other proof of ownership or lease, photometric simulations, an access plan, a utility plan, and a written narrative. These provisions conflict with the *Spectrum Act*. For example, under Section 6409(a), the City may only require the submission of information that is needed to determine whether a proposed modification would cause a substantial change. Also, the City of Black Hawk Code currently regulates a 90 day review window for approval or denial of an application for modification. Clarification provided has identified that a 60 day review window must be provided under federal law. Finally, Section 16-401 should be amended to clarify the information to be submitted for an application to modify existing CMRS equipment.

The proposed ordinance amends Article XVIII of Chapter 16 of the City of Black Hawk Code to address the clarifications outlined above.

AGENDA DATE: May 27, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: Municipal

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: City Attorney: Corey Hoffmann

DOCUMENTS ATTACHED:

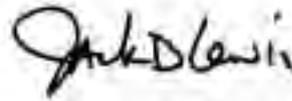
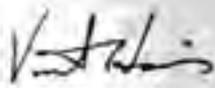
- Council Communication from Corey Y. Hoffmann, City Attorney & T. Damien Zumbrennen, ESQ. (May 12, 2015)
- Ordinance No. 2015-13

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

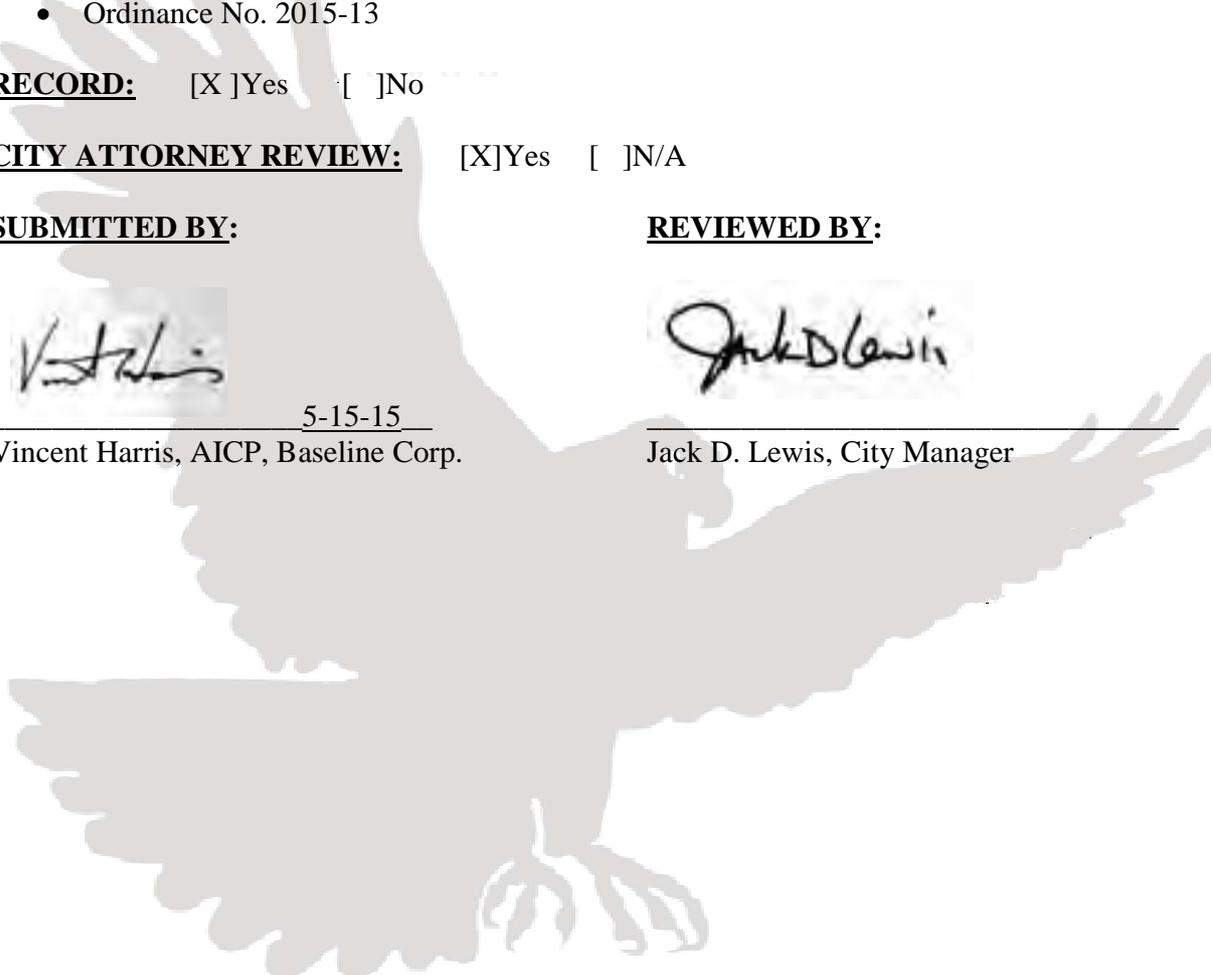
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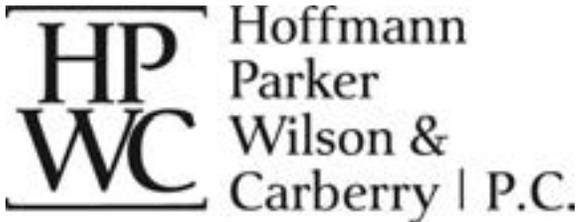
REVIEWED BY:



5-15-15
Vincent Harris, AICP, Baseline Corp.

Jack D. Lewis, City Manager





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CITY OF BLACK HAWK
MEMORANDUM

**TO: MAYOR AND BOARD OF ALDERMEN
JACK D. LEWIS, CITY MANAGER**

**FROM: COREY Y. HOFFMANN, CITY ATTORNEY
T. DAMIEN ZUMBRENNEN, ESQ.**

DATE: MAY 12, 2015

RE: WIRELESS TELECOMMUNICATIONS FACILITIES UPDATE

This memorandum provides an update on the Middle Class Tax Relief and Job Creation Act of 2012 (more commonly known as the “Spectrum Act”), which contains additional provisions governing a local government’s review of land use applications relating to wireless telecommunications towers or base stations. As described herein, the City will need to amend its land use regulations to comply with the new rules.

Background

Section 6409(a) of the Spectrum Act (47 U.S.C. § 1455) limits a local government’s ability to regulate land use practices relating to certain telecommunications facilities. Specifically, Section 6409(a) provides that “a State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless *tower* or *base station* that does not *substantially change* the physical dimensions of such tower or base station.” 47 U.S.C. § 1455(a)(1) (emphasis added). An “eligible facilities request” is defined as any request for modification of an existing wireless tower or base station that involves: (a) collocation of new transmission equipment; (b) removal of transmission equipment; or (c) replacement of transmission equipment. 47 U.S.C. § 1455(a)(2).

Definitions

Until recently, little guidance was available with respect to the meaning of the terms “base station,” “tower” and “substantially change.” The City recently amended its regulations using terminology defining substantial change from other federal guidance but now the new regulations provide lengthy clarification of these terms.

The new regulations define “base station” as a “structure or equipment at a fixed location that enables [Federal Communications] Commission-licensed or authorized wireless communications between user equipment and a communications network.” 47 C.F.R. § 1.40001(b)(1). The term does not include a “tower” as defined below. *Id.* The term includes “equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.” *Id.* It also includes “radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks).” *Id.* Finally, the term “base station” also includes any structure other than a tower (*i.e.* buildings, poles, etc.) to which any of the equipment described above is attached. *Id.* To be a base station, the structure need not be built for the purpose of supporting such equipment. *Id.* However, the term does not include any structure that does not support any such equipment at the time the modification application is filed. *Id.*

The term “tower” is defined as follows:

Any structure built for the sole or primary purpose of supporting any [Federal Communications] Commission-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.”

47 C.F.R. § 1.40001(b)(9).

Under the new regulations, a “substantial change” in the *height* of a tower or base station occurs when any of the following criteria are found:

- (1) For towers outside of public rights-of-way, where the height of the tower is increased by more than 10%, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20’, whichever is greater. 47 C.F.R. § 1.40001(b)(7)(i).

- (2) For towers located in public rights-of-way and for base stations, where the height of the structure increases by more than 10% or by more than 10', whichever is greater. *Id.*

Where deployments are separated horizontally, changes in height must be measured from the original support structure. 47 C.F.R. § 1.40001(b)(7)(i)(A). For example, where the equipment is collocated side by side on a building's rooftop, the change in height is measured from the height of the rooftop and not from the height of any existing telecommunications equipment. *Id.*; *Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies*, 80 FR 1238-0180, 1254 (2015).

In all other cases (*i.e.*, vertical deployments), changes in height must be measured from the height of the tower or base station, including any appurtenances, as the tower or base station existed on February 22, 2012 (the passage of Section 6409(a)). *Id.* The 2012 height provides the baseline for purposes of measuring a substantial change. *Id.* Modifications made after February 22, 2012 do not change the baseline, which prevents a series of permissible small changes from resulting in an overall change that exceeds the adopted standards. *Id.*

A "substantial change" in the *width* of a tower or base station occurs as follows:

- (1) For towers outside of public rights-of-way, when the addition of an appurtenance to the body of the tower protrudes from the edge of the tower more than 20', or more than the width of the tower structure at the level of the appurtenance, whichever is greater. 47 C.F.R. § 1.40001(b)(7)(ii).
- (2) For towers in public rights-of-way and for base stations, when the addition of an appurtenance to the body of the structure would protrude from the edge of the structure by more than 6'. *Id.*

For towers in the public rights-of-way and for base stations, a "substantial change" also occurs as follows:

- (1) When the change involves the installation of any new equipment cabinets on the ground if no ground cabinets presently exist. 47 C.F.R. § 1.40001(b)(7)(iii).
- (2) When the change involves the installation of ground cabinets that are more than 10% larger in height or overall volume than any existing ground cabinets. *Id.*

Finally, a "substantial change" occurs for any tower or base station when one or more of the following criteria are found:

- (1) When the change involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed 4 cabinets. *Id.*

- (2) When the change entails any excavation or deployment outside the current site. 47 C.F.R. § 1.40001(b)(7)(iv).
- (3) When the change would defeat the concealment elements of the eligible support structure. 47 C.F.R. § 1.40001(b)(7)(v).
- (4) When the change does not comply with conditions associated with the siting approval of the construction or modification of the tower, base station or base station equipment. 47 C.F.R. § 1.40001(b)(7)(vi). This limitation does not apply, however, when the noncompliance does not exceed the thresholds identified in 47 C.F.R. §§ 1.40001(b)(7)(i) through (iv).

Application Review

Section 6409(a) also imposes new rules on a local government's review of applications for the modification of existing towers and base stations. 47 C.F.R. § 1.40001(c).

First, a local government may only require the submission of documentation and information that is reasonably necessary to determine whether a proposed modification would substantially change the physical dimensions of an eligible tower or base station. 47 C.F.R. § 1.40001(c). A local government may not require an applicant to submit any other documentation or information. *Id.*

Second, a local government must approve an application within 60 days unless the local government determines that the application is not governed by the new regulations. *Id.* The 60-day period may be tolled only by mutual agreement or where an application is incomplete. *Id.* The timeframe for review is not tolled by a local government's moratorium on the review of applications. *Id.* Where an application is incomplete, the local government must provide written notice to the applicant within 30 days, clearly and specifically identifying all missing documents or information. *Id.* The timeframe for review begins running again when the applicant makes a supplemental submission in response to such notice. *Id.* If an application remains incomplete after a supplemental submission, the local government has 10 days to once again notify the applicant. *Id.* Second or subsequent notices of incompleteness may not require the production of documents or information that was not requested in the original notice of incompleteness. *Id.*

Finally, in the event the local government fails to approve or deny a request seeking approval within the timeframe for review (accounting for any tolling), the request shall be deemed granted. *Id.* This automatic approval does not become effective until the applicant notifies the local government, in writing after the review period has expired (accounting for any tolling), that the application has been deemed granted. *Id.*

Importantly, notwithstanding the provisions of Section 6409(a), a local government may require an applicant to comply with generally applicable building, structural, electrical, and safety codes or with other laws codifying objective standards reasonably related to health and safety, and a local government may condition approval of modification applications on such compliance. *Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies*, 80 FR 1238-0180, 1255 (2015).

Application of the New Regulations to the City's Land Use Regulations

The City's Land Use Code (the "Land Use Code") defines a commercial mobile radio service ("CMRS") facility as:

"an unmanned facility consisting of antennae, accessory equipment and equipment storage shelters, and used for the reception, switching, transmission or receiving of wireless telecommunications operating at one thousand (1,000) watts or less effective radiated power, and using frequencies authorized by the Federal Communications Commission ("FCC"), including, but not limited to, paging, enhanced specialized mobile radio, personal communication systems, cellular telephone, point-to-point microwave signals and similar technologies."

Land Use Code § 16-392. The Land Use Code also includes definitions for "roof-mounted," "wall-mounted" and "pole-mounted" CMRS facilities. *Id.* These items fall within the definition of a telecommunications "tower" or "base station" under Section 6409(a). Therefore, the provisions within the Land Use Code governing CMRS facilities must comply with Section 6409(a).

As referenced above, the Land Use Code also contains a definition for "substantial change" as the term pertains to modifications to CMRS facilities. *Id.* Specifically, a "substantial change" occurs if:

- (1) The mounting of a proposed antenna on a CMRS facility would increase the existing height of the CMRS facility by more than ten percent (10%), or by the height of one (1) additional array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater, except that the mounting of the proposed antenna may exceed the size limits set forth herein if necessary to avoid interference with existing antennas; or
- (2) The mounting of the proposed antenna would involve the installation of more than the standard number of new equipment storage cabinets for the technology involved, not to exceed four (4), or more than one (1) new equipment storage shelter; or

May 12, 2015

Page 6

- (3) The mounting of the proposed antenna would involve adding an appurtenance to the body of the CMRS facility that would protrude from the edge of the facility more than twenty (20) feet, or more than the width of the CMRS facility structure at the level of the appurtenance, whichever is greater, except that the mounting of the proposed antenna may exceed the size limits set forth in this paragraph if necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable; or
- (4) The mounting of the proposed antenna would involve excavation outside the CMRS facility site, defined as the current boundaries of the leased or owned property surrounding the CMRS facility and any access or utility easements currently related to the site.

Id. These definitions differ from the definition of “substantial change” under the new regulations.

Finally, the Land Use Code provides a review process for CMRS facilities. Land Use Code § 16-401. Any modification to a CMRS facility requires new application consisting of a site plan, title commitment or other proof of ownership or lease, photographic simulations showing the proposed facility and the structure on which it will be mounted, an access plan, a utility plan and a written narrative describing how the modification will comply with the Land Use Code. Land Use Code § 16-401(b). Modifications to existing CMRS facilities “shall be approved by the City” so long as the modification does not cause a substantial change. Land Use Code § 16-401(e)(2). Application for the modification of a CMRS facility must be reviewed by the City within ninety (90) days of the City’s receipt of the completed modification application. Land Use Code § 16-401(e)(3). The denial of an application for a CMRS facility modification must “be in writing and supported by substantial evidence contained in a written record.” Land Use Code § 16-401(d). These provisions conflict with Section 6409(a) the Spectrum Act. For example, under Section 6409(a), the City may only require the submission of information that is needed to determine whether a proposed modification would cause a substantial change. Similarly, the new regulations create a detailed framework for determining when a substantial change occurs and the City is required to approve or deny applications within 60 days.

Section 6409(a) does not apply to applications for new towers or base stations. 47 U.S.C. § 1455(a)(1). Therefore, the City may enforce existing provisions within the Land Use Code with regard to applications for new CMRS facilities.

Conclusion

We would recommend that the City amend the Land Use Code to comply with Section 6409(a) of the Spectrum Act, and we have drafted a proposed ordinance that covers the issues raised in this memorandum.

May 12, 2015

Page 7

Importantly, the new regulations will likely impact all future requests for modification of existing wireless telecommunications facilities. The broad definitions of "tower" and "base station" include all existing roof-mounted, wall-mounted, pole-mounted and tower-mounted facilities, as well as the structures to which they are attached. Therefore, in reviewing an application for a modification of any existing facility, the City must consider whether a "substantial change" will occur. However, the City need not consider any of these issues when reviewing an application for the creation of a new facility.

As always, if you have any questions or concerns, please do not hesitate to contact us.

COUNCIL BILL 14
ORDINANCE 2015-14
AN ORDINANCE AMENDING
ARTICLE XVII OF CHAPTER 6
OF THE BLACK HAWK
MUNICIPAL CODE
REGARDING
ENTERTAINMENT DISTRICTS

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB14

ORDINANCE NUMBER: 2015-14

TITLE: AN ORDINANCE AMENDING ARTICLE XVII OF CHAPTER 6 OF THE BLACK HAWK MUNICIPAL CODE REGARDING ENTERTAINMENT DISTRICTS

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

Section 1. Section 6-535, subsection (a)(4) of the Black Hawk Municipal Code is amended to read as follows:

* * *

(4) A list of dates and hours of operation of the common consumption area, *including any request for extended hours between 2:00 a.m. and 7:00 a.m.*

Section 2. Section 6-538 of the Black Hawk Municipal Code is amended to read as follows:

Sec. 6-538. Operation of common consumption areas.

(a) A promotional association or attached licensed premises shall not:

(1) Employ a person to serve alcohol beverages or provide security within the common consumption area unless the server has completed the server and seller training program established by the director of the liquor enforcement division of the department of revenue;

(2) Sell or provide an alcohol beverage to a customer for consumption within the common consumption area but not within the licensed premises in a container that is larger than sixteen ounces;

(3) Sell or provide any alcohol beverage to a customer for consumption within the common consumption area but within the licensed premises unless the container is disposable and contains the name of the vendor in at least twenty-four point font;

(4) Permit customers to leave the licensed premises with an alcohol beverage unless the beverage container complies with paragraphs (b) and (c) of this Subsection (1);

~~(5) Operate the common consumption area during hours the licensed premises cannot sell alcohol under the limitations imposed by the local licensing authority or the Colorado Liquor Code;~~

(5) Operate the common consumption area in an area that exceeds the maximum authorized by the local licensing authority or the Colorado Liquor Code;

(6) Sell, serve, dispose of, exchange, or deliver, or permit the sale, serving, giving, or procuring of, an alcohol beverage to a visibly intoxicated person or to a known habitual drunkard;

(7) Sell, serve, dispose of, exchange, or deliver, or permit the sale, serving, or giving of an alcohol beverage to a person under twenty-one years of age; or

(8) Permit a visibly intoxicated person to loiter within the common consumption area.

(b) The promotional association shall promptly remove all alcohol beverages from the common consumption area at the end of the hours of operation.

(c) A person shall not consume alcohol within the common consumption area unless it was purchased from an attached licensed premises.

(d) The promotional association is authorized to serve alcohol beverages and customers are authorized to consume alcohol beverages as follows:

(1) Between 7:00 a.m. and 2:00 a.m. within the common consumption area and the attached licensed premises; and

(2) Between 2:00 a.m. and 7:00 a.m. within the common consumption area and the attached licensed premises if approved by the local licensing authority pursuant to an application seeking approval of such extended hours in accordance with Section 6-535(a)(4) of the Black Hawk Municipal Code.

(e) This section does not apply to a special event permit under the City of Black Hawk Municipal Code or the holder thereof unless the permit holder desires to use an existing common consumption area and agrees in writing to the requirements of this Section and the local licensing authority concerning the common consumption area.

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

Section 4. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 27th day of May, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Amend the Entertainment Districts Code to set the hours of operation.

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

MOTION TO APPROVE Ordinance 2015-14, An Ordinance Amending Chapter 6, Article XVII of the Black Hawk Municipal Code Concerning Entertainment Districts

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

City Council, acting as the Local Licensing Authority, may set the hours during which a common consumption area and attached licensed premises may serve alcohol and the customers may consume alcohol.

AGENDA DATE: May 27, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

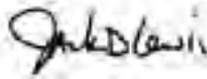
DOCUMENTS ATTACHED: N/A

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



Melissa Greiner, City Clerk

Jack D. Lewis, City Manager

RESOLUTION 41-2015
A RESOLUTION
APPROVING AN
AMENDMENT TO THE
COMPREHENSIVE SIGN
PLAN FOR Z CASINO

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Z Casino Comprehensive Sign Plan Amendment

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

MOTION TO APPROVE: I move for the approval of Resolution No. 41-2015, a Resolution approving a Certificate of Appropriateness for the Z Casino Comprehensive Sign Plan amendment, based on the Findings in the Staff Report and with the following conditions:

1. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.
2. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the City Code and according to the existing license agreement between Z Casino and the City of Black Hawk.
3. Any damage to the building façade, in particular the façade bricks, that results from installation or removal of old or new signs will have to be repaired with a same type of material. A repair will not constitute as valid if the repairs are patched up or painted over with any other type of material than was damaged. The repair must be of high quality material and work.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On March 3, 2015, Casey Mason of Freeman Signs sign company contacted Baseline Corporation on behalf of Z Casino with a proposal to amend the existing Z Casino Comprehensive Sign Plan (CSP). The amended CSP contains 3 new signs and 15 existing signs. Z Casino proposes to install a total of 862.38 square feet of sign area. The overall sign area will increase by 105.15 square feet or 13.8% as compared with the current CSP. Per Section 15-13(j)(1)(a) of the Black Hawk Sign Code, City Council approval is required for changes to the existing CSPs if the proposed change exceeds 10% of the previously approved CSP sign area.

The application materials for the Z Casino Comprehensive Sign Plan amendment have been reviewed by staff for compliance with the Municipal Code. This review is addressed in the attached staff report.

AGENDA DATE: May 27, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Vincent Harris, Baseline Corporation

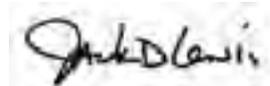
DOCUMENTS ATTACHED: Land Use Development Application; Proposed Z Casino Amended CSP, Resolution of Approval

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



5/12/2015

Vincent Harris, Baseline Corporation

Jack D. Lewis, City Manager

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

Resolution No. 41-2015

**TITLE: A RESOLUTION APPROVING AN AMENDMENT TO THE
COMPREHENSIVE SIGN PLAN FOR Z CASINO**

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

Section 1. The amendment to the Comprehensive Sign Plan for the Z Casino, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved, upon satisfaction of the following conditions:

- A. Projecting signs will comply with the regulations pertaining to height limitations and placement as set forth in the Black Hawk Municipal Code, and in compliance with the existing license agreement between Z Casino and the City of Black Hawk;

- B. Any damage to the building façade, in particular the façade bricks, that results from installation or removal of old or new signs will have to be repaired with a same type of material. A repair will not be deemed adequate if such repairs are “patched” or painted over with material different than the original approved material. The repair must be of high quality material and work; and

- C. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign;

RESOLVED AND PASSED this 27th day of May, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

Staff Report



STAFF REPORT: Certificate of Appropriateness Approval for a Comprehensive Sign Plan amendment for Z Casino (P-14-47)

For: City Council
Project: Z Casino Comprehensive Sign Plan Amendment
Property Address: 101 Black Hawk Street and 100 Chase Street
Applicants: Casey Mason, Freeman Signs o/b/o Z Casino
Zoning: GOLD District / PUD (Millsite 27)
Prepared by: Zeljko Spiric, Baseline Corporation
Approved by: Vincent Harris, Baseline Corporation
Reviewed by: Cynthia Linker, CP&D



BACKGROUND:

On March 3, 2015 The City of Black Hawk received an application for a Certificate of Appropriateness for a Comprehensive Sign Plan (CSP) amendment from Freeman Signs sign company on behalf of the Z Casino. The intent of this submittal is to amend the existing Z Casino CSP to allow the use of additional signs. Attached to this staff report is a copy of the amended CSP document that catalogues all signs, both existing and proposed. Z Casino is permitted 605.8 sq.ft. of sign area without a CSP and 1029.8 sq.ft. (with the 70% additional allowance) with a CSP per the existing Sign Code (Chapter 15 of the Municipal Code).

In total, the amended Z Casino CSP will include 18 signs of varying sizes with a total sign area of approximately 862 sq.ft. Among the 18 signs are two (2) existing Electronic Message Center (EMC) signs and one (1) new EMC sign that will be utilized to advertise the casino promotions and activities. In addition to the EMC signs, the CSP identifies one (1) projecting sign (now proposed to allow the word 'PARK' on the west face of the existing sign), four (4) wall signs, one (1) mural, one (1) freestanding sign and eight (8) window graphics. A license agreement currently exists to allow signs to project over the public right-of-way. No banner style signs are proposed with this CSP.

The proposed signs will be placed at various spots on the building (see Images 1 and 2 below).

Excerpts from the proposed CSP, indicating the proposed signs and their locations, have been included below.

The current Z Casino Comprehensive Sign Plan reviewed and approved by the City Council on February 12, 2014 (Resolution 2-2041). The license agreement for the projecting signs was reviewed and approved by the City Council on March 12, 2014 (Resolution 16-2014).

Image 1: Sign Location Map

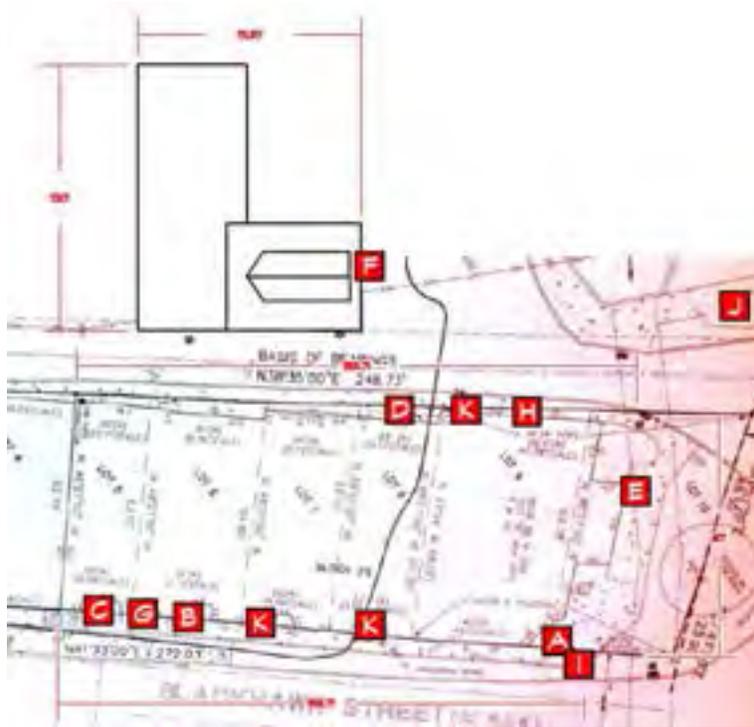


Image 2: Proposed Sign List

PROPOSED SIGNAGE	REF.	COPY	SIZE	QTY.	TYPE	ILLUMINATION	ELEVATION	SQ. FT.
	A	Z CASINO	8'-1 5/8" X 14'	1	WALL	DIRECT	NORTHEAST	128.58
	B	Z CASINO	8'-1 5/8" X 14'	1	WALL	DIRECT	EAST	128.58
	C	LED DISPLAY	10'-0" X 10'-0"	1	WALL	DIRECT	EAST	100.0
	D	Z CASINO	8'-1 5/8" X 14'	1	WALL	DIRECT	WEST	128.58
	E	PARK	4'-8" X 15'-0"	1	BLADE	DIRECT	NORTH	67.5
	F	Z VALET	8'-0" X 8'-0"	1	WALL	DIRECT	NORTH	48.0
	G	LED DISPLAY EXISTING	3'-0" X 41'-0"	1	WALL	DIRECT	EAST	123.9
	H	WALL ART EXISTING	34'-0" X 34'-0"	1	MURAL	INDIRECT	WEST	N/A
	I	LED DISPLAY	8'-0" X 10'-0"	1	WALL	DIRECT	NORTHEAST	100.0
	J	GROUND SIGN	4'-0" X 8'-0"	1	FREESTANDING	DIRECT		32
	K	WINDOW GRAPHICS EXISTING	1-0 3/4" X 1-7 3/4"	8	WINDOW GRAPHICS	N/A	PARKING LOT	1.83 SA.
TOTAL SQUARE FOOTAGE OF COMPREHENSIVE SIGN PLAN:								563.98

The proposed Comprehensive Sign Plan has been reviewed by staff for compliance with Chapter 15 (Sign Code – Sign Regulations) of the Black Hawk Municipal Code.

APPLICABLE CITY OF BLACK HAWK REGULATIONS:

Section 15-13 (Sign Code) of the Municipal Code regulates the need for Comprehensive Sign Plans (CSP). This staff report relates the need for City Council to review and take action on new or amended Comprehensive Sign Plans. Section 15-13 (j)(1)(a) states that any change to an existing CSP constituting ten percent (10%) or more (or any new EMC sign) of the previously approved sign area shall be approved by the City Council in a public hearing. The current Z Casino CSP allows 751.23 square feet of sign area. Z Casino is proposing to increase the overall sign area by 105.15 square feet or 13.8%. The Black Hawk Municipal Code requires a public hearing necessitating a notice in the paper and posting of the property. Both the notification and posting have been completed.

The Comprehensive Sign Plan is a mechanism provided by the City of Black Hawk Municipal Code to offer more flexibility with the number, size, proportion and balance of signs. The City of Black Hawk Municipal Code permits a total allowable square footage of sign area to be calculated at one square foot per linear foot of building frontage. The CSP allows for the total sign area to be calculated at 135% of the total allowed building frontage. An additional 35% of sign area is permitted for those CSP’s that propose utilization of Electronic Message Centers (EMC). The total sign area proposed may be a maximum of one-hundred and seventy percent (170%) of the permitted sign area allowed on the subject property, if all requirements are met. Excerpts from the Black Hawk Code as they relate to the regulation of Comprehensive Sign Plans are included below. Those regulations that are particular to this submittal have been provided along with staff comments.

The Z Comprehensive Sign Plan proposes 862.38 sq.ft. of sign area. Included below is an evaluation for the CSP.

Excerpts from:

*The City of Black Hawk
Municipal Code
Chapter 15 – Sign Code
Article IV – Sign Regulations*

Sec. 15-13. Comprehensive Sign Plan. (a) Purpose. The Comprehensive Sign Plan is the device and process employed by the City to ensure an appropriate balance between building architecture, signage and neighborhood aesthetics. This Section assumes that strict compliance with preceding sections of this Chapter provides effective signage for smaller properties and developments and meets community goals for appearance and safety. However, as developments grow in size, opportunities for more effective signage increases. Larger sites offer opportunities for alternative regulation of the number, size, proportion and balance of signs according to alternative standards consistent with the types of establishments, state of the art technology and their approved architecture character.

Sec. 15-13(b) Applicability. *A Comprehensive Sign Plan is required for each of the following uses:*

(1) Any building located in a nonresidential district wanting to have additional sign area than allowed in a Standard Sign Plan and wanting the ability to utilize special event banners and signs for any special event as defined in the Black Hawk Municipal Code. The regulations governing a Certificate

of Appropriateness can be found in Section 16-368 (City Council historic review process) of the Black Hawk Municipal Code.

Staff Comment: The applicant is required to submit an amended CSP since the previous plan did not include some of the signs currently in use and the applicant has proposed to utilize additional new signs that will exceed the amount of previously allowed sign area.

Sec. 15-13 (c) Application filing. Applications for Comprehensive Sign Plans shall be submitted to the Planning Department.

Sec. 15-13 (d) Submittal requirements.

(1) Applicants must submit a detailed Comprehensive Sign Plan with attached written stipulations for review and approval. Such stipulations shall consider all appropriate concerns including, but not limited to, the following items: location, relationship of signs to adjacent properties, size, height, color, lighting, technology options, orientation, construction materials and typography.

(2) Comprehensive Sign Plans shall include:

a. All signs, their location in site plan format, and color renderings of the proposed signage. Where sign lighting will have a significant impact on the visual interpretation of the sign, color renderings should be submitted to show the effects of the proposed signs and lighting.

b. Dimensions of each proposed sign listed in a chart summarizing the total area of each and all proposed signs together with the total allowed sign area for the property. The height above grade shall be indicated for blade signs and freestanding signs.

c. A statement as to the calculation of the allowed sign area based on the appropriate building frontage length for the building.

d. The site plan shall include the property lines of the subject site in order to determine that all signage is contained on the property.

Staff Comment: The applicant has prepared a CSP in accordance with City regulations.

Sec. 15-13 (e) In case of projecting or blade signs that utilize the airspace above public right-of-way, a license agreement will be generated by the City of Black Hawk for the applicant to review and it shall be reviewed for approval by City Council.

Staff Comment: All regulations have been fulfilled. A license agreement already exists for the encroachment of existing signs and no new blade signs area proposed in this CSP amendment.

Sec. 15-13(f) No minimum or maximum standards are established for the Comprehensive Sign Plan, except as follows:

(1) The total sign area proposed may not exceed one hundred and thirty-five percent (135%) of the permitted sign area allowed on the subject property as calculated and regulated in Section 15-

61. An additional thirty-five percent (35%) of sign area may be granted to a Comprehensive Sign Plan if the application includes the use of electronic message signs (EMS). Therefore, the total sign area proposed may be a maximum of one-hundred and seventy percent (170%) of the permitted sign area allowed on the subject property, if all requirements are met.

Staff Comment: The property abuts public right-of-way on three sides: Black Hawk Street, State Highway 119 and Selak Street. In total, the building façade on the subject property abuts 605.8 linear feet of public right-of-way. Based on the above regulations, Z Casino is permitted a total of 1,029.8 sq.ft. of sign area. The amended CSP proposes 862.4 sq.ft. of sign area. Z casino is not proposing to use a banner sign or any special event signage.

Sec. 15-13(g) The Comprehensive Sign Plan shall be reviewed in terms of its impact on surrounding land uses and its compatibility with the purposes of this Chapter and with other City planning and zoning programs and regulations.

Sec. 15-13(i) Council review and approval. Within sixty (60) days of receipt of a complete application, the Council shall act to approve, approve with conditions or deny the application. The comprehensive sign plan shall be approved if:

(1) Implementation of the comprehensive sign plan will provide signage more compatible with the surrounding development and designed with a high quality appearance; and

Staff Comment: The proposed signs are compatible with the other business signs that surround the property in the heart of Black Hawk’s gaming district.

(2) Implementation of the comprehensive sign plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood and development area; and

Staff Comment: The proposed signs are compatible with surrounding properties in terms of size and scale. The signs do not over-encumber the façade of the subject building and complement the existing architecture.

(3) Implementation of the comprehensive sign plan will provide signage consistent with the architecture and site plan characteristics of the proposed or existing project; and

Staff Comment: Both existing and new signs are consistent in size and form of the casino building architecture and site characteristics.

(4) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics; and

Staff Comment: The proposed signs meet the objectives of the City’s standards.

(5) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives cited in the purpose of the Sign Code; and

Staff Comment: The proposed sign plan meets the purpose of the comprehensive sign plan program.

Sec. 15-13(j) Modifications: Once authorized by the Council, a Comprehensive Sign Plan may be modified through the following procedure:

(1) Regardless of size, any building with a Comprehensive Sign Plan will require an approval, either by City Council or Administrative, to make changes to the said plan.

a. City Council approval is required for changes to a Comprehensive Sign Plan for major modifications (changes to greater than 10% of the initial approved Comprehensive Sign Plan sign area) as long as the total sign area allowed is not exceeded.

b. Administrative approval is required for changes to signs including minor modifications (changes to 10% or less of the initial approved Comprehensive Sign Plan sign area).

Staff Comment: A previous Comprehensive Sign Plan exists for Z Casino. The previous CSP is being amended to allow the use of signs that were installed without approval and to allow the installation of additional new signs. The proposed amendments exceed 10% of the sign area in the initially approved Comprehensive Sign Plan and a new EMC sign is proposed. This application requires a City Council review and approval.

STAFF COMMENTS:

Staff from Baseline Corporation has reviewed and evaluated the amended Comprehensive Sign Plan provided for the Z Casino and finds the document to be in compliance with the regulations established in Sec. 15-13(f) of the Sign Code, which state that the total sign area used may not exceed one hundred and thirty-five (135%) of the permitted sign area. An additional thirty-five percent (35%) of sign area may be granted to a Comprehensive Sign Plan if the application includes the use of electronic message center signs (EMC). Therefore, the total sign area proposed may be a maximum of one-hundred and seventy percent (170%) of the permitted sign area allowed on the subject property, if all requirements are met. The CSP document includes 826.38 total square feet of sign area. The total permitted sign area for the Z Casino, based on building street frontage, is 1,029 sq.ft.

Several signs project into the public-right of way. A license agreement already exists to allow these projecting signs to extend into the public right-of-way and it is attached to this report. The applicant has chosen not to utilize a banner sign or special event signs as part of this Comprehensive Sign Plan.

Staff recommends that the a **Certificate of Appropriateness for the proposed Comprehensive Sign Plan amendment for the Z Casino** be approved, subject to following conditions:

1. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.
2. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the City Code and according to the existing license agreement between Z Casino and the City of Black Hawk.
3. Any damage to the building façade, in particular the façade bricks, that results from installation or removal of old or new signs will have to be repaired with a same type of material. A repair will not constitute as valid if the repairs are patched up or painted over with any other type of material than was damaged. The repair must be of high quality material and work.

FINDINGS:

Within sixty (60) days of receipt of a complete application, the City Council may approve, conditionally approve, or deny the application for Comprehensive Sign Plan. Sections 15-13 (a) Purpose and (b) Applicability provide the ability of the property owner to submit the application. Following are findings that can be referred to relate to the criteria in Section 15-13(i):

- (1) Implementation of the Comprehensive Sign Plan will provide signs that are compatible with the surrounding development and designed with a high quality appearance; and
- (2) Implementation of the Comprehensive Sign Plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood and development area; and
- (3) Implementation of the Comprehensive Sign Plan will provide signs consistent with the architecture and site plan characteristics of the proposed or existing project; and
- (4) Implementation of the Comprehensive Sign Plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics; and
- (5) Implementation of the Comprehensive Sign Plan will be materially beneficial in achieving the goals and objectives cited in the purpose of the Sign Code.

RECOMMENDATION:

Baseline Staff recommends City Council consider a **MOTION TO APPROVE WITH CONDITIONS** a Certificate of Appropriateness for the Comprehensive Sign Plan amendment for the Z Casino as submitted and included with this staff report. The conditions are as follows:

1. Proper Building, Electrical, and Sign Permits shall be applied for and approved prior to the installation of any new sign.
2. Projecting signs will comply with the regulations pertaining to height limitations and placement as stated in the City Code and according to the existing license agreement between Z Casino and the City of Black Hawk.
3. Any damage to the building façade, in particular the façade bricks, that results from installation or removal of old or new signs will have to be repaired with a same type of material. A repair will not constitute as valid if the repairs are patched up or painted over with any other type of material than was damaged. The repair must be of high quality material and work.

Attachments:

- Land Development Application Form
- Comprehensive Sign Plan document
- Executed License Agreement; March 20, 2014

Applicant's Submittal



BLACK HAWK

City of Black Hawk

Community Planning and Development
211 Church Street
P.O. Box 88
Black Hawk, CO 80422
Ph: 303-582-0616 Fax: 303-582-2239



DATE: 4/23/15 APPLICANT NAME: Z Casino Black Hawk

APPLICANT ADDRESS: 101 Gregory St Black Hawk, CO 80422

APPLICANT MAILING ADDRESS: P.O. Box 49 Black Hawk, CO 80422

APPLICANT CONTACT NUMBER: 763-271-2557 EMAIL ADDRESS: sharp@zcasino.com

PROPERTY OWNER NAME: John Zimpel

PROPERTY OWNER ADDRESS: 101 Gregory St Black Hawk, CO 80422

PROPERTY OWNER MAILING ADDRESS: P.O. Box 49 Black Hawk, CO 80422

PROPERTY OWNER CONTACT NUMBER: 763-271-2557 EMAIL ADDRESS: zimpel@zcasino.com

PROJECT NAME: Z Casino

PROJECT ADDRESS: 101 Gregory St Black Hawk, CO 80422

PROJECT DESCRIPTION: Comprehensive Sign Plan

IS PROPERTY WITHIN CITY LIMITS: YES NO

PRESENT ZONING: _____ CURRENT USE: _____

NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): _____

NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): _____

GILPIN COUNTY ASSESSOR'S I.D. NO.(S): _____ EXISTING PROPERTY SIZE: _____ ACRES/SQ FEET

(PLEASE ATTACH A COPY OF SURVEY/PLAT.)

EXISTING BUILDING SIZE: _____ SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: _____

PLEASE READ THE FOLLOWING

FOR INFORMATIONAL PURPOSES, SECTION 16-370 OF THE BLACK HAWK MUNICIPAL CODE ESTABLISHES THE REQUIREMENT FOR APPLICANTS TO PAY FEES TO COVER THE COSTS THE CITY MAY INCUR BY HAVING THE CITY APPROVED CONSULTANTS EVALUATE AND PROCESS APPLICATIONS. IF YOU HAVE ANY QUESTIONS RELATED TO THIS, PLEASE CONTACT US FOR CLARIFICATION.

THIS IS A REQUIRED TO BE SUBMITTED - AND YOU AGREE TO THE FOLLOWING STATEMENT

CERTIFICATION:

I hereby certify that to the best of my knowledge and believe, all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the City of Black Hawk staff to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, I have read and understand Section 16-370 of the Black Hawk Municipal Code and by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner, or applicant and commit and agree to the payment of any fees to process this application when the City of Black Hawk sends a monthly invoice for processing this application.

SIGNATURE OF APPLICANT: [Signature] DATE: 4/7/2015



CASINO
blackhawk, colorado

101 Black Hawk Street, Black Hawk, CO 80422

COMPREHENSIVE SIGN PLAN

3.10.15

PREPARED BY:



FREEMAN SIGNS
A SIGN OF GOOD BUSINESS
SINCE 1954

**3883 Monaco Parkway
Denver, CO 80207**

PHONE: 303.781.0106

FAX: 303.762.8293

CONTACT: CASEY MASON

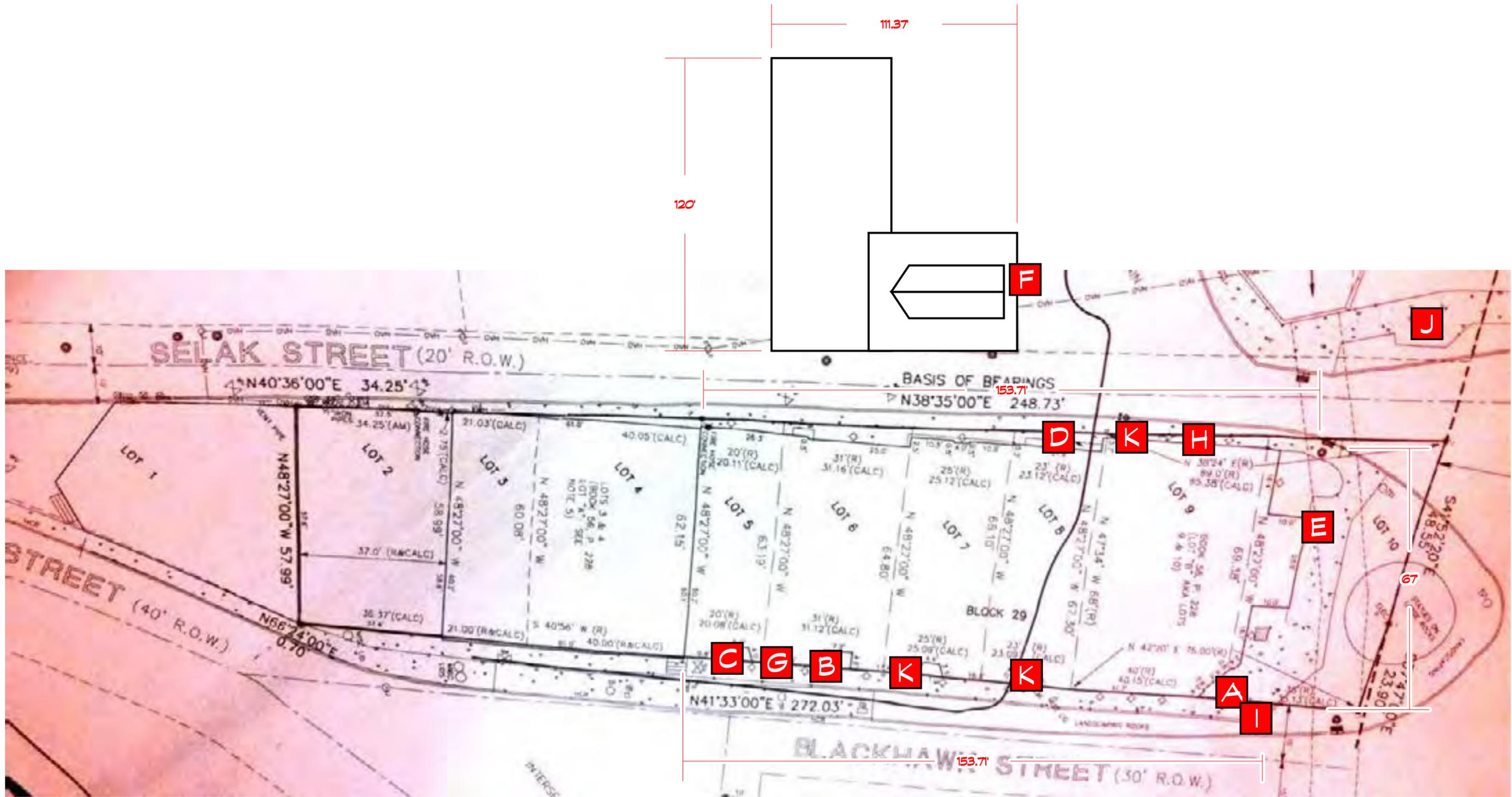
Certificate of Completeness

This Comprehensive Sign Plan has been approved by the Black Hawk City Council on _____, 2015. This document represents the approved Comprehensive Sign Plan including any conditions by City Council.

Completeness certification by Baseline Corporation this ____ day of _____, 2015.

Signature: _____

Vincent Harris, AICP - Planning Director



● PLOT PLAN N.T.S. ●

BUILDING FRONTAGE CALCULATION:

GREGORY ST. / BLACK HAWK ST.	153.71'
HWY 119	187.0'
SELAK ST.	265.08'
TOTAL:	605.79'

ALLOWABLE SIGNAGE SQUARE FOOTAGE CALCULATION

TOTAL BUILDING FRONTAGE = . 605.79'
 SECTION 15-13 COMPREHENSIVE SIGN PLAN ALLOWS UP TO 170%
 OF THE SIGN AREA.

TOTAL ALLOWED SIGNAGE SQUARE FOOTAGE:

$605.79' \times 1.70 = 1029.84$ SQUARE FT.

PROPOSED SIGNAGE	REF.	COPY	SIZE	QTY.	TYPE	ILLUMINATION	ELEVATION	SQ. FT.
	A	Z CASINO	8'-11 5/8" X 14'	1	WALL	DIRECT	NORTHEAST	125.58
	B	Z CASINO	8'-11 5/8" X 14'	1	WALL	DIRECT	EAST	125.58
	C	L.E.D. DISPLAY	10'-0" X 10'-0"	1	WALL	DIRECT	EAST	100.0
	D	Z CASINO	8'-11 5/8" X 14'	1	WALL	DIRECT	WEST	125.58
	E	PARK	4'-5" X 15'-0"	1	BLADE	DIRECT	NORTH	67.5
	F	Z VALET	6'-0" X 8'-0"	1	WALL	DIRECT	NORTH	48.0
	G	L.E.D. DISPLAY EXISTING	3'-0" X 41'-2"	1	WALL	DIRECT	EAST	123.5
	H	WALL ART EXISTING	34'-0" X 34'-0"	1	MURAL	INDIRECT	WEST	N/A
	I	L.E.D. DISPLAY	5'-0" X 10'-0"	1	WALL	DIRECT	NORTHEAST	100.0
	J	GROUND SIGN	4'-0" X 8'-0"	1	FREESTANDING	DIRECT		32
	K	WINDOW GRAPHICS EXISTING	1'-2 3/4" X 1'-7 3/4"	8	WINDOW GRAPHICS	N/A	PARKING LOT	1.83 EA.

TOTAL SQUARE FOOTAGE OF COMPREHENSIVE SIGN PLAN: 862.38



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SALES:

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CMASON@FREEMANSIGNS.NET

DESIGNER:

J.P. EASTON

DATE:

3.10.15

REVISIONS:

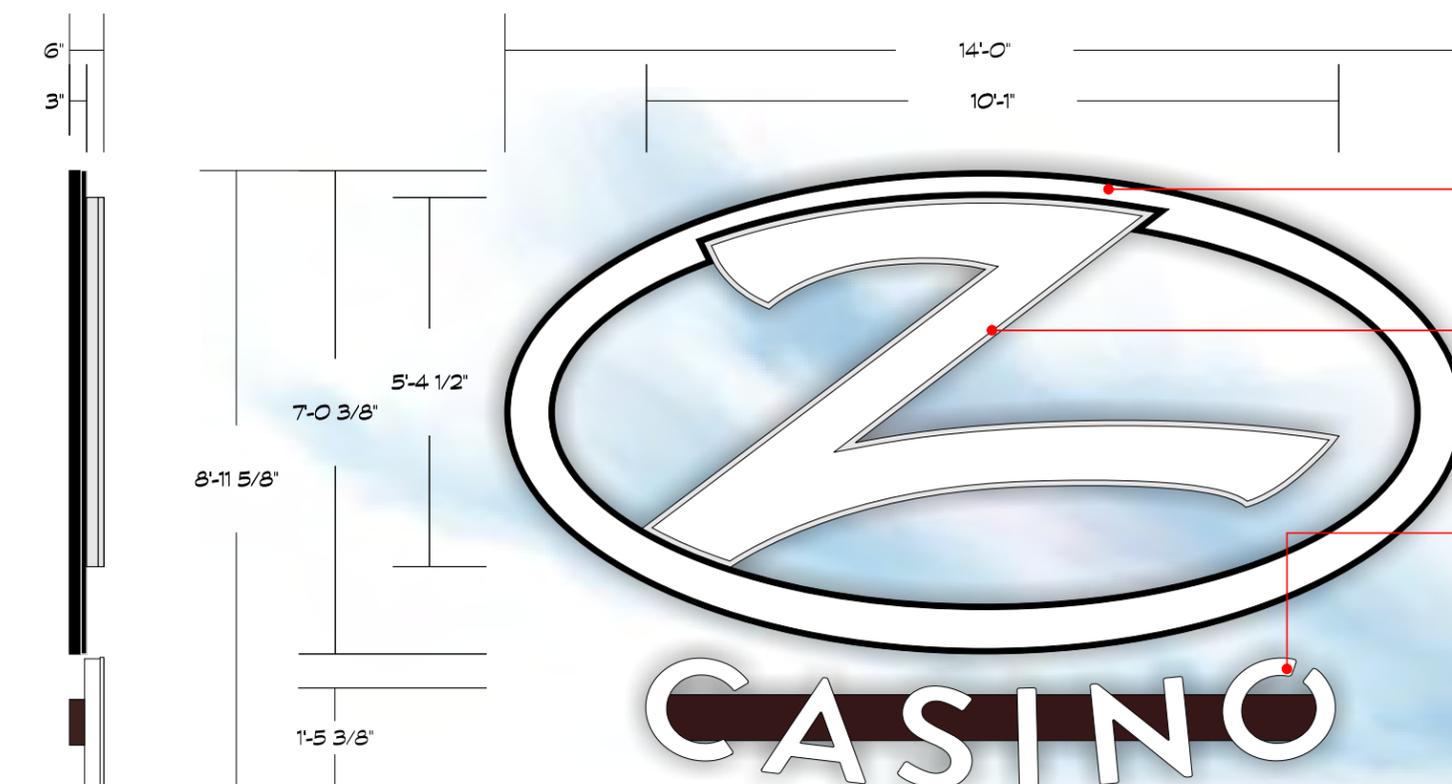
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CUSTOMER APPROVAL:

X:

DESIGN #: 13-410R10

PAGE # 1 **OF** 8



• END VIEW •

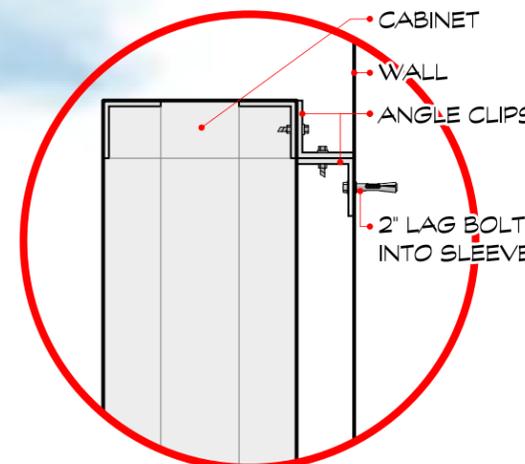


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• MOUNTING DETAIL •



• CONCEPTUAL VIEW OF NEW SIGNAGE •



• CONCEPTUAL NIGHT VIEW •



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DESIGNER:

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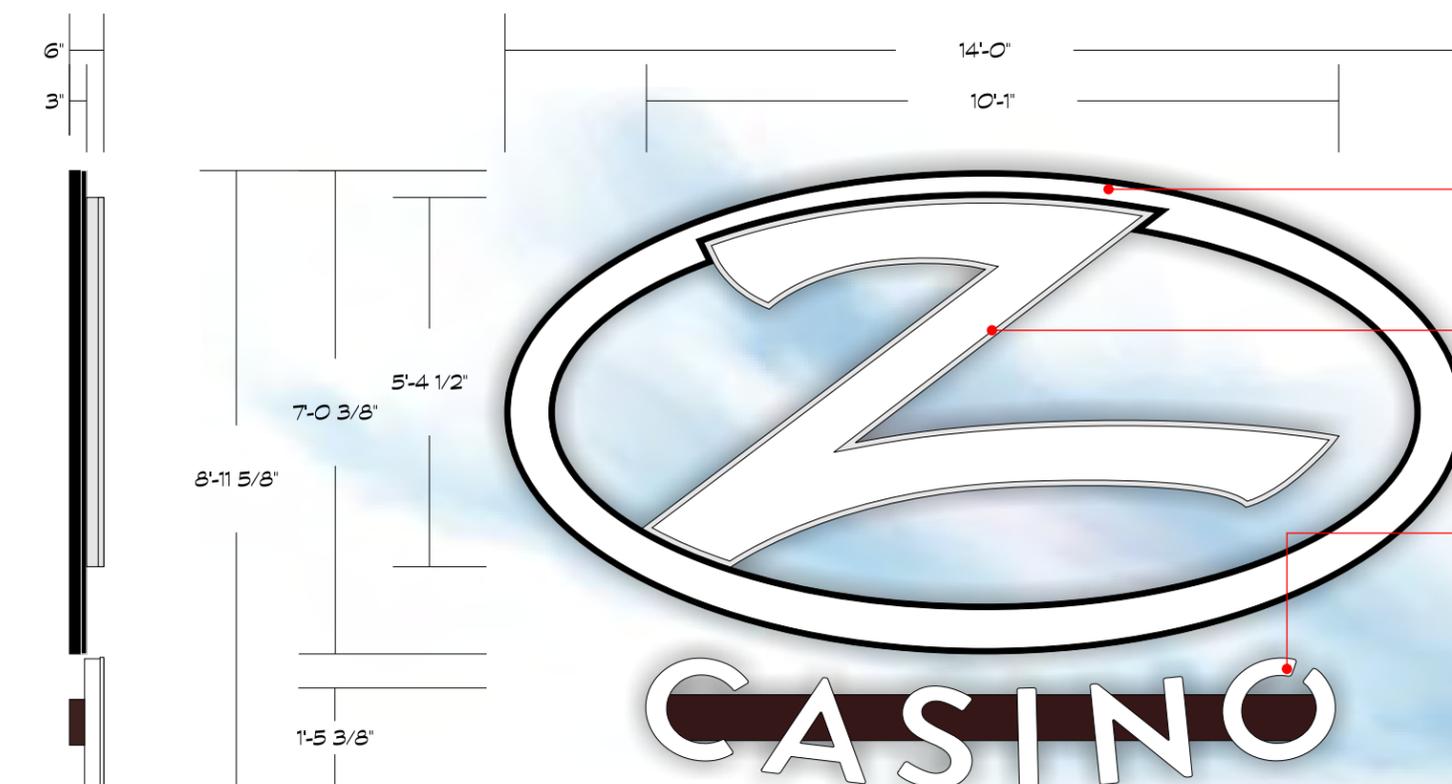
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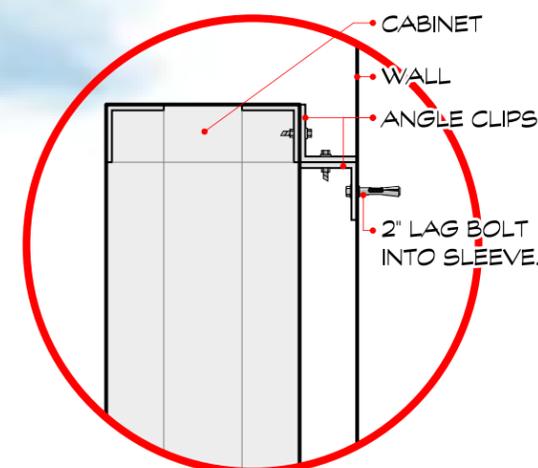
PAGE # 2 **OF** 8



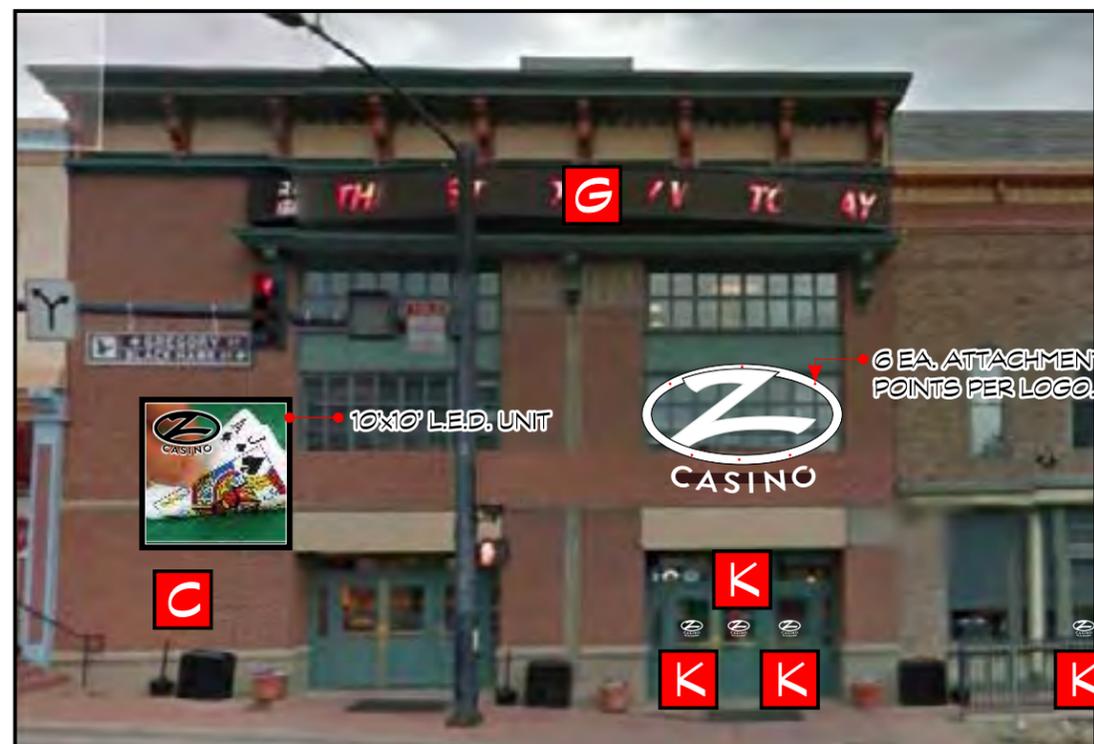
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• MOUNTING DETAIL •



• CONCEPTUAL VIEW OF NEW SIGNAGE •



• CONCEPTUAL NIGHT VIEW •



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DESIGNER:

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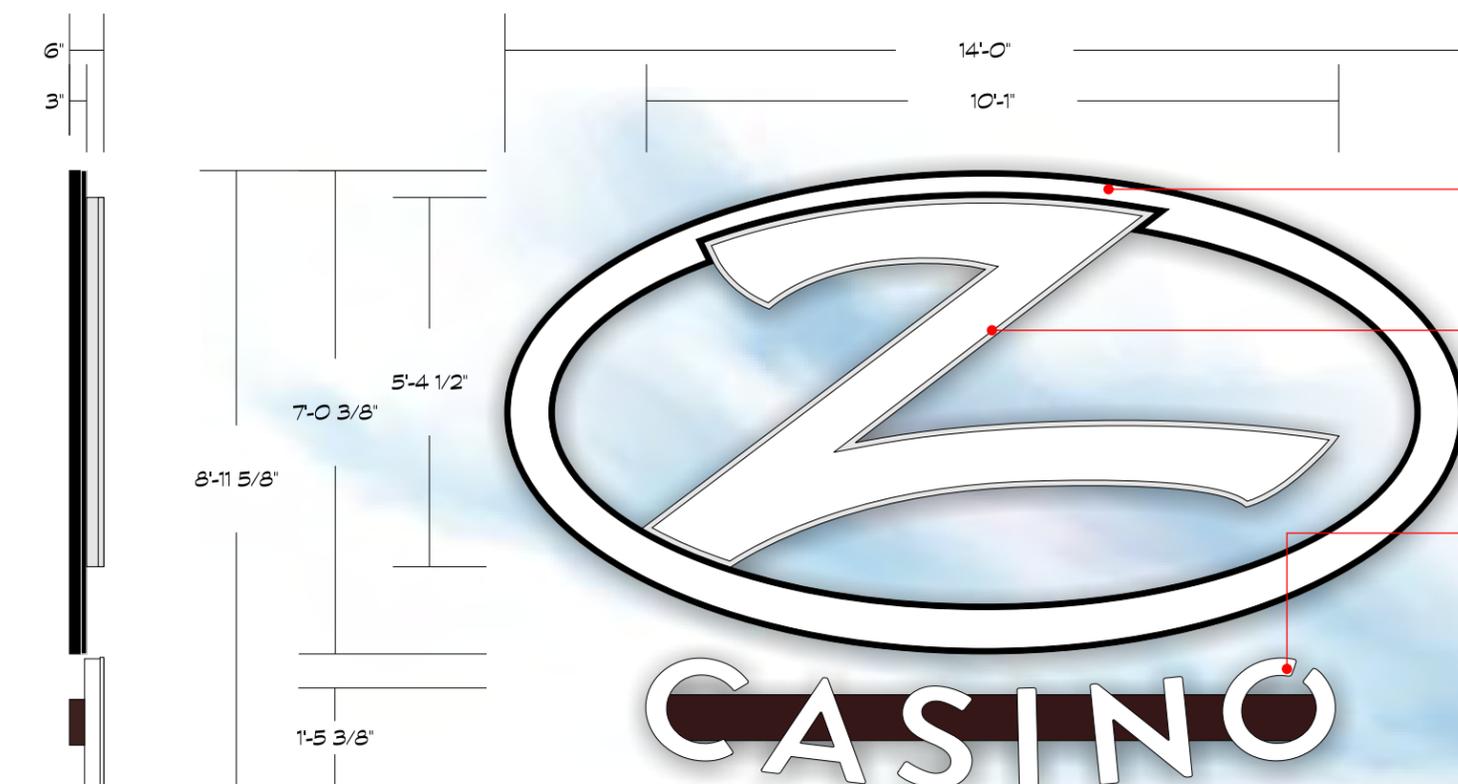
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PAGE # 3 **OF** 8



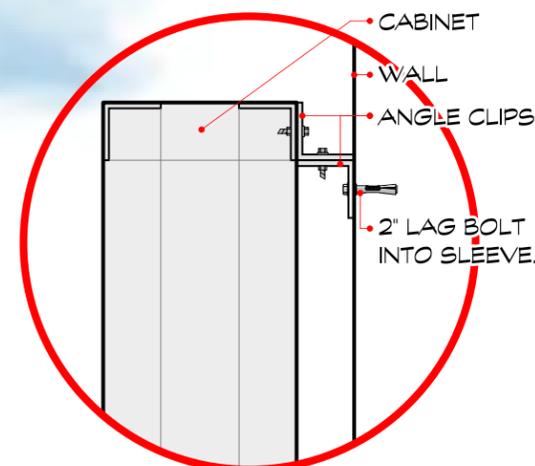
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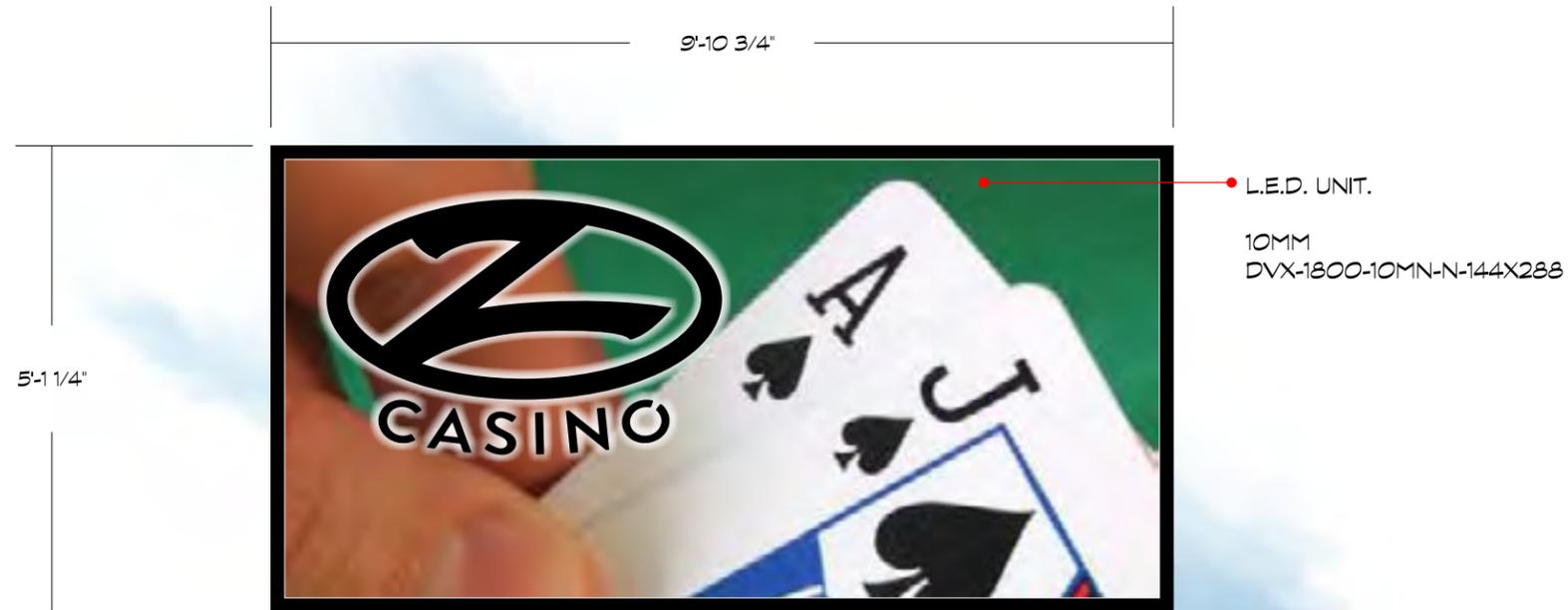
• MOUNTING DETAIL •



• CONCEPTUAL VIEW OF NEW SIGNAGE •



• CONCEPTUAL NIGHT VIEW •



| • (1 EA.) S/F L.E.D. DISPLAY 1/2"x1'-0" •



• CONCEPTUAL VIEW OF NEW SIGNAGE •



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J.P. EASTON

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PAGE # 4 **OF** 8



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PAGE # 5 **OF** 8



• END VIEW •

J (1EA) 6' FLED. DISPLAY 1/2" H=0"

NOTE: ALSO PRICE AS NON-ILLUMINATED
- NOTE: OPTION AS B/F SIGN



• CONCEPTUAL VIEW OF NEW SIGNAGE •



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CASEY MASON

OFFICE OF FREEMAN SIGN BUREAU

DESIGNER:

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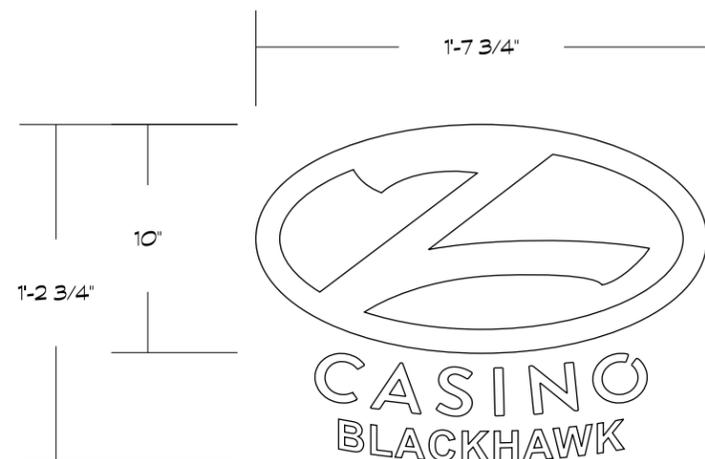
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PAGE # 6 **OF** 8



• TYPICAL WINDOW GRAPHIC 1 1/2" x 1'-0" •
8 TOTAL WINDOWS



• EXISTING WINDOW GRAPHICS •



**P
A
R
K**

- NEW DIAMOND PLATE BACKGROUND.
- NEW RED ACRYLIC FACES WITH NEW INTERNAL RED L.E.D. LIGHTING.
- REPAINT FRAME BLACK, PAINT AROUND GOLD TRIM ELEMENTS.

*** NOTE: OPTION TO ADD "PARK" TO BACKSIDE OF EXISTING SIGN. ***

E • CONCEPTUAL VIEW OF REFURBISHED SIGNAGE •



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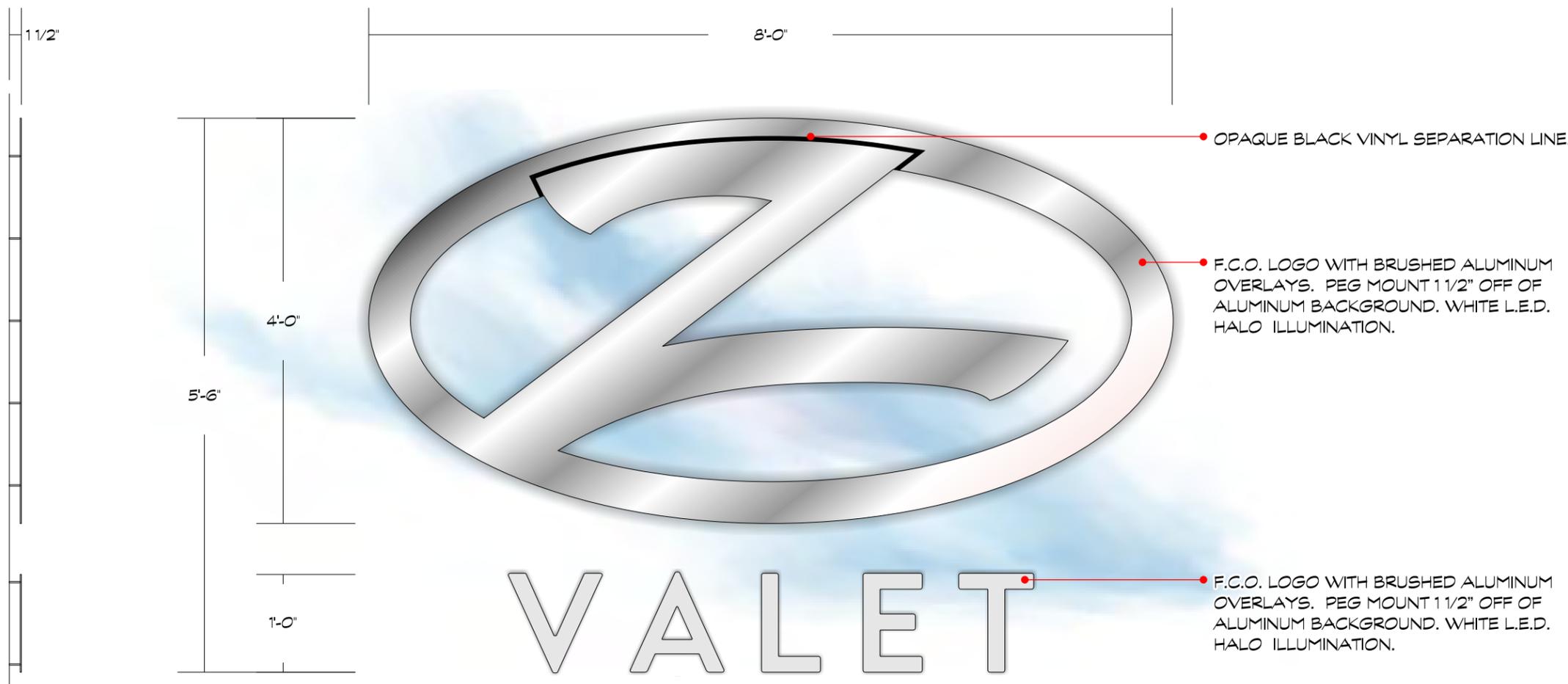
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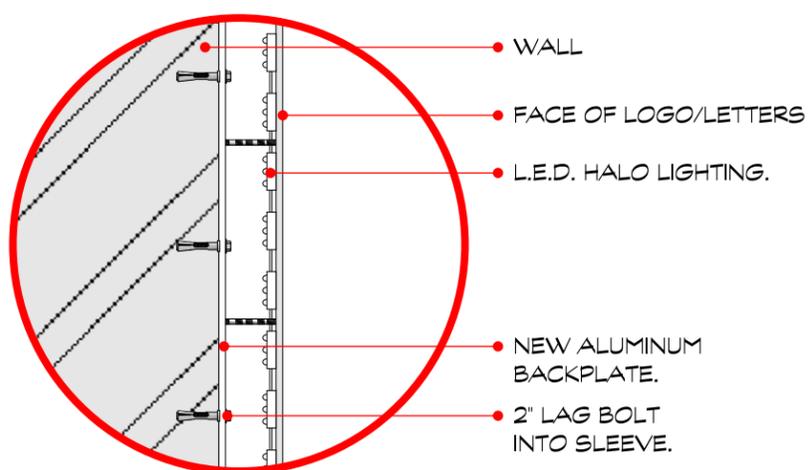
DESIGN #: 13-410R10

PAGE # 8 **OF** 8



• END VIEW •

F • (1 EA.) ILLUMINATED EXTERIOR DISPLAY 3/4"=1'-0"



• MOUNTING DETAIL •



• CONCEPTUAL VIEW OF NEW SIGNAGE •

NEW ALUMINUM BACKGROUND PAINTED BLACK.

LICENSE

THIS LICENSE, is made and entered into this 30th day of March, 2014, by and between the CITY OF BLACK HAWK, Colorado whose address is 211 Church Street, Black Hawk, CO 80422 (the "City") and JZ Gaming, LLC (d.b.a. Z Casino), whose address is 101 Gregory Street, Black Hawk, CO 80422 ("Licensee").

1. PROPERTY LICENSED. The property that is licensed for the use and the term provided for in this license is described in Exhibit A, which is attached hereto and incorporated by this reference ("Property Licensed"). The Property Licensed for the use of placement of Electronic Message Center signs, described herein, is subject to all easements and rights-of-way of record.

2. RELOCATION. In the event the construction or reconstruction of any roadways, or the construction, reconstruction or repair of any of the City's property, including the traffic signal, necessitates the relocation or removal of the structure(s) or fixtures(s) described in paragraph 5 herein, then Licensee shall, at its sole cost and expense, timely perform or cause the performance of such relocation or removal of the structures(s) or fixture(s).

3. INSURANCE. Licensee shall obtain for itself, its agents, successors, assigns, lessees, licensees and agents, necessary and adequate workman's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Property Licensed, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now in effect or as hereinafter amended, and a deductible of not less than one hundred thousand dollars (\$100,000.00). Neither Licensee nor its agents, successors and assigns shall commence any construction, placement, operation or maintenance of the fixture or structure on the Property Licensed until it has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the City. Each insurance policy shall list the City as an additional named insured and shall contain a clause providing that coverage shall not be cancelled by the insurance company without thirty (30) days written notice to the City of intention to cancel.

4. UTILITIES. Licensee covenants and agrees to pay all charges for electric power and other utilities assessed, levied or incurred on the Property Licensed by reason of the operation of the placement Electronic Message Center signs during the term of this license or any renewal thereof.

5. INSTALLATION, MAINTENANCE, REPAIR AND ALTERATIONS. Licensee shall initially install the sign on the Property Licensed in the manner specified by the Public Works Director. After initial installation, Licensee covenants and agrees not to make or permit to be made any alterations in, or additions to, the Property Licensed without the prior written consent of the Public Works Director and to keep the improvements thereon including wiring, if appropriate, in good repair and in a condition

that will not interfere with the proper functioning of the Property Licensed, at the expense of Licensee; ordinary wear and tear and loss by fire, flood, or act of God excepted.

6. USE. Licensee covenants and agrees that it shall utilize the Property Licensed to Licensee and for no other purpose and not to use the Property Licensed or permit it to be used for purposes prohibited by the laws of the applicable United States, State of Colorado, or any political subdivision thereof.

7. RE-ENTRY. Licensee covenants and agrees to permit the City or its duly authorized representatives to inspect the Property Licensed and to do such other acts and things, as it deems necessary for the protection of its interests therein.

8. NOTICE. Any notice required under this License shall be in writing and mailed by certified mail to the respective parties at the address hereinabove given. The Public Works Director shall be the representative of the City to accept or give any approval, notice or the like provided hereunder. In the event Licensee should change the address hereinabove given during the term of this License, Licensee shall notify the City in writing of such change of address:

The City: Tom Isbester
 Director of Public Works
 City of Black Hawk
 P.O. Box 68
 Black Hawk, CO 80422

Licensee: JZ Gaming, LLC d.b.a. Z Casino
 P.O. Box 49
 Black Hawk, CO 80422

9. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Property Licensed and no water or water rights are granted by this License.

10. SUCCESSORS AND ASSIGNS. This License shall insure to the benefit of, and be binding upon, the successors and assigns of the parties.

11. ASSIGNMENT OR SUB-LEASE. Licensee covenants and agrees not to assign this License or to sublet any part of the Property Licensed without first obtaining the written consent of the City, which will not be unreasonably withheld.

12. PROPERTY LICENSED TAKEN "AS IS." Licensee understands and agrees that the Property Licensed is licensed "as is." The City makes no warranty, written or implied, that the Property Licensed is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property Licensed.

13. LIABILITY AND INDEMNIFICATION. The City shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the Licensee's use or condition, caused by Licensee's use, of the Property Licensed including, but not limited to, loss, injury, death, or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, equipment malfunctions, faulty installation, or theft. Licensee hereby expressly agrees, to the extent permitted by law, to defend, indemnify and hold harmless the City, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of Licensee's negligent use of the Property Licensed or Licensee's failure to fulfill the terms and conditions of the License.

14. RESERVATION FOR COUNCIL USE. This License is made under and conformable to the provisions of all City of Black Hawk regulations insofar as applicable. Said provisions are incorporated herein and made part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in the License. The City reserves the right to make full use of the Property Licensed as may be necessary or convenient in the operation of the public streets and the City retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property Licensed at any time and in such a manner as it deems necessary.

15. TERMINATION.

a. This License Agreement may be terminated by the City at any time upon thirty (30) days written notice to Licensee. If the City terminates this License due to a default by Licensee, Licensee shall be responsible for removing the signs on the Property Licensed.

16. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Gilpin County, State of Colorado.

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

LICENSEE:

JZ Gaming, LLC
d.b.a. Z Casino

By: [Signature]
Name: John Zimpel
Title: president

STATE OF Colorado)
)ss.
COUNTY OF Gulpin)

The forgoing instrument was subscribed, sworn to, and acknowledged before me
this 20th day of March, 2014, by John Zimpel as the
president of JZ Gaming, LLC.

My commission expires: 1/17/2018

(SEAL)

[Signature]
Notary Public



CITY OF BLACK HAWK, COLORADO

By: [Signature]
David D. Spellman, Mayor

ATTEST:

[Signature]
Jeanie Magno, City Clerk
Melissa Greiner

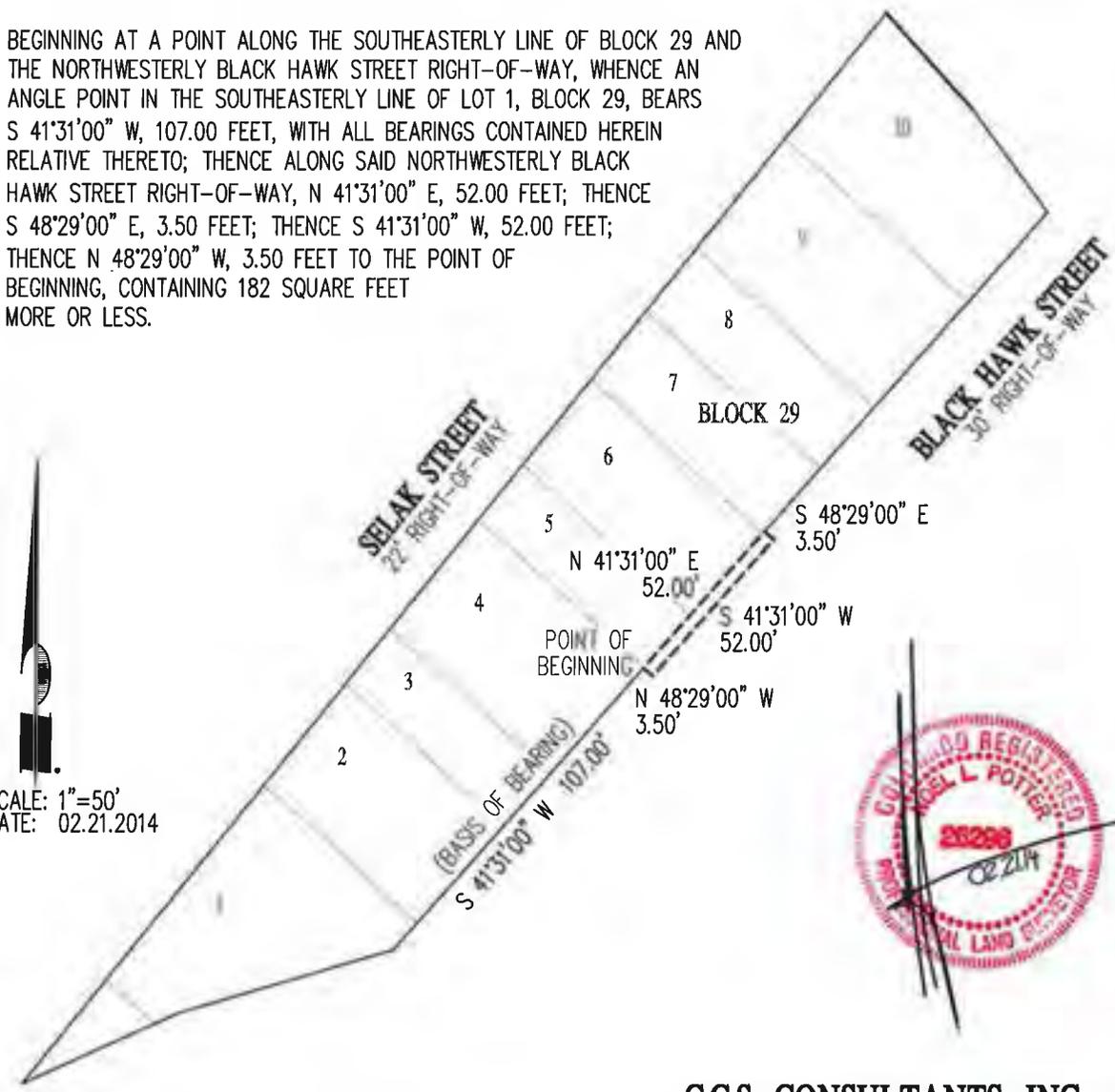
EXHIBIT A

A SIGN EASEMENT, LOCATED WITHIN BLACK HAWK STREET RIGHT-OF-WAY CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

DESCRIPTION:

A SIGN EASEMENT, LOCATED WITHIN THE BLACK HAWK STREET RIGHT-OF-WAY,
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ALONG THE SOUTHEASTERLY LINE OF BLOCK 29 AND
THE NORTHWESTERLY BLACK HAWK STREET RIGHT-OF-WAY, WHENCE AN
ANGLE POINT IN THE SOUTHEASTERLY LINE OF LOT 1, BLOCK 29, BEARS
S 41°31'00" W, 107.00 FEET, WITH ALL BEARINGS CONTAINED HEREIN
RELATIVE THERETO; THENCE ALONG SAID NORTHWESTERLY BLACK
HAWK STREET RIGHT-OF-WAY, N 41°31'00" E, 52.00 FEET; THENCE
S 48°29'00" E, 3.50 FEET; THENCE S 41°31'00" W, 52.00 FEET;
THENCE N 48°29'00" W, 3.50 FEET TO THE POINT OF
BEGINNING, CONTAINING 182 SQUARE FEET
MORE OR LESS.



SCALE: 1"=50'
DATE: 02.21.2014



C.C.S. CONSULTANTS, INC.

4860 Robb Street, Suite 206
Wheat Ridge, Colorado 80033
Phone: 303-403-4706, Fax: 303-403-0800

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PROJECT NO.: CDS-BLH\081429\Z CASINO SIGN EASEMENT

RESOLUTION 42-2015
A RESOLUTION
APPROVING THE
LICENSE AGREEMENT
BETWEEN THE CITY OF
BLACK HAWK AND
SASQUATCH CASINO, LLC

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 42-2015

**TITLE: A RESOLUTION APPROVING THE LICENSE AGREEMENT
BETWEEN THE CITY OF BLACK HAWK AND SASQUATCH CASINO,
LLC**

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

Section 1. The Board of Aldermen hereby approves the License Agreement between
the City and Sasquatch Casino, LLC, and authorizes the Mayor to execute the same on behalf of
the City.

RESOLVED AND PASSED this 27th day of May, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK REQUEST FOR COUNCIL ACTION

SUBJECT: License Agreement for use of City property for Special Event displays by the Sasquatch Casino.

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

MOTION TO APPROVE: I move for Approval of Resolution, No. 42-2015, a Resolution approving the License Agreement, for the use of City property for Special Event displays by Black Hawk Station Casino and Sasquatch Casino, as submitted.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Owners of the Sasquatch Casino have requested from the City to utilize a portion of the City-owned property, as shown in the Exhibit A of the attached License Agreement, for Special Event displays, from time to time. Staff has prepared a License Agreement with five conditions of use. The License Agreement shall apply only to the area specified in the Exhibit A. The City reserves the right to revoke the attached License Agreement at any time if it is determined that the Licensees are not adhering to the conditions of the Agreement or for any other reasons the City deems it necessary.

The following conditions are included in the License Agreement for reference:

1. Licensee shall apply and obtain an approved Special Event Permit for each event from the City Clerk's Office including any display of a single vehicle so that the City knows when and how the Special Event will be displayed;
2. Licensee shall not in any manner eliminate or reduce a 4 foot wide pedestrian pathway that is necessary from Selak Street thru the property described in Exhibit A to the Gregory Street sidewalk, and including any of the 4 foot wide sidewalk along Gregory Street,
3. The City owned Planter (Fountain) shall not be used or tampered with by Licensee;
4. If any Signage is displayed, it must be in accordance with the City Code related to Special Event Signage allowed via a Comprehensive Sign Plan approved by City Council per Section 15-13 (Sign Code) or Sections 6-331 thru 339 (Special Event Permits).
5. Businesses at 125, 131, 135 and 141 Gregory Street are authorized to utilize this License Agreement.

AGENDA DATE: May 27, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

STAFF PERSON RESPONSIBLE: Vincent Harris, Baseline Corporation

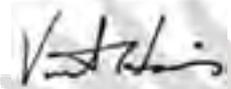
DOCUMENTS ATTACHED: License Agreement with Exhibit A, Insurance Certificates

RECORD: Yes No

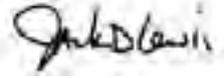
CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



5/15/2015
Vincent Harris, AICP, Baseline Corp.



Jack D. Lewis, City Manager



LICENSE

THIS LICENSE, is made and entered into this ___ day of _____, 2015, by and between the CITY OF BLACK HAWK, Colorado whose address is 211 Church Street, Black Hawk, CO 80422 (the "City") and SASQUATCH CASINO, LLC, lessee of the real property whose address is 125, 131, 135, and 141 Gregory Street, Black Hawk, CO 80422 ("Licensee").

1. **PROPERTY LICENSED.** The property that is licensed for the use and the term provided for in this license is described in Exhibit A, which is attached hereto and incorporated by this reference ("Property Licensed"). The Property Licensed for the use of City property for Special Event displays, described herein, is subject to all easements and rights-of-way of record.

2. **RELOCATION.** In the event the construction or reconstruction of any roadways, or the construction, reconstruction or repair of any of the City's property necessitates the relocation or removal of the structure(s) or fixtures(s) described in paragraph 5 herein, then Licensee shall, at its sole cost and expense, timely perform or cause the performance of such relocation or removal of the structures(s) or fixture(s).

3. **INSURANCE.** Licensee shall obtain for itself, its agents, successors, assigns, lessees, licensees and agents, necessary and adequate workman's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Property Licensed, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now in effect or as hereinafter amended. Neither Licensee nor its agents, successors and assigns shall commence any construction, placement, operation or maintenance of the fixture or structure on the Property Licensed until it has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the City. Each insurance policy shall list the City as an additional named insured and shall contain a clause providing that coverage shall not be cancelled by the insurance company without thirty (30) days written notice to the City of intention to cancel.

4. **UTILITIES.** Licensee covenants and agrees to pay all charges for electric power and other utilities assessed, levied or incurred on the Property Licensed by reason of the operation of the special event displays during the term of this license or any renewal thereof.

5. **INSTALLATION, MAINTENANCE, REPAIR AND ALTERATIONS.** Licensee shall initially install the Special Event display on the Property Licensed in the manner specified by the Public Works Director. After initial installation, Licensee covenants and agrees not to make or permit to be made any alterations in, or additions to, the Property Licensed without the prior written consent of the Public Works Director and to keep the improvements thereon including wiring, if appropriate, in good repair and in a

condition that will not interfere with the proper functioning of the Property Licensed, at the expense of Licensee; ordinary wear and tear and loss by fire, flood, or act of God excepted. In addition, Licensee shall adhere to the following in regards to the property used in Exhibit A;

1. Shall apply and obtain an approved Special Event Permit for each event from the City Clerk's Office including any display of a single vehicle so that the City knows when and how the Special Event will be displayed;
2. Shall not in any manner eliminate or reduce a 4 foot wide pedestrian pathway that is necessary from Selak Street thru the property described in Exhibit A to the Gregory Street sidewalk, and including any of the 4 foot wide sidewalk along Gregory Street;
3. The City owned Planter (Fountain) shall not be used or tampered with by Licensee;
4. If any Signage is displayed, it must be in accordance with the City Code related to Special Event Signage allowed via a Comprehensive Sign Plan approved by City Council per Section 15-13 (Sign Code) or Sections 6-331 thru 339 (Special Event Permits).
5. Businesses at 125, 131, 135 and 141 Gregory Street are authorized to utilize this License Agreement.

6. USE. Licensee covenants and agrees that it shall utilize the Property Licensed to Licensee and for no other purpose and not to use the Property Licensed or permit it to be used for purposes prohibited by the laws of the applicable United States, State of Colorado, or any political subdivision thereof.

7. RE-ENTRY. Licensee covenants and agrees to permit the City or its duly authorized representatives to inspect the Property Licensed and to do such other acts and things, as it deems necessary for the protection of its interests therein.

8. NOTICE. Any notice required under this License shall be in writing and mailed by certified mail to the respective parties at the address hereinabove given. The City Clerk shall be the representative of the City to accept or give any approval, notice or the like provided hereunder. In the event Licensee should change the address hereinabove given during the term of this License, Licensee shall notify the City in writing of such change of address:

The City: Melissa Greiner
 City Clerk/Administrative Services Director
 City of Black Hawk
 P.O. Box 68
 Black Hawk, CO 80422

Licensee: Sasquatch Casino LLC
 P.O. Box 513
 Black Hawk, CO 80422

9. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Property Licensed and no water or water rights are granted by this License.

10. SUCCESSORS AND ASSIGNS. This License shall insure to the benefit of, and be binding upon, the successors and assigns of the parties.

11. ASSIGNMENT OR SUB-LEASE. Licensee covenants and agrees not to assign this License or to sublet any part of the Property Licensed without first obtaining the written consent of the City, which will not be unreasonably withheld.

12. PROPERTY LICENSED TAKEN "AS IS." Licensee understands and agrees that the Property Licensed is licensed "as is." The City makes no warranty, written or implied, that the Property Licensed is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property Licensed.

13. LIABILITY AND INDEMNIFICATION. The City shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the Licensee's use or condition, caused by Licensee's use, of the Property Licensed including, but not limited to, loss, injury, death, or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, equipment malfunctions, faulty installation, or theft. Licensee hereby expressly agrees, to the extent permitted by law, to defend, indemnify and hold harmless the City, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of Licensee's negligent use of the Property Licensed or Licensee's failure to fulfill the terms and conditions of the License.

14. RESERVATION FOR COUNCIL USE. This License is made under and conformable to the provisions of all City of Black Hawk regulations insofar as applicable. Said provisions are incorporated herein and made part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in the License. The City reserves the right to make full use of the Property Licensed as may be necessary or convenient in the operation of the public streets and the City retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property Licensed at any time and in such a manner as it deems necessary.

15. TERMINATION

a. This License Agreement may be terminated by the City at any time upon thirty (30) days written notice to Licensee. If the City terminates this License due to a default by Licensee, Licensee shall be responsible for removing the signs on the Property Licensed.

16. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Gilpin County, State of Colorado.

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

LICENSEE:

Sasquatch Casino, LLC

By: Edward E. Smith
Name: Edward E. Smith

Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Gilpin)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 11 day of May, 2015, by Edward E. Smith as Manager of Sasquatch Casino, LLC.

My commission expires:



Michele Martin
Notary Public

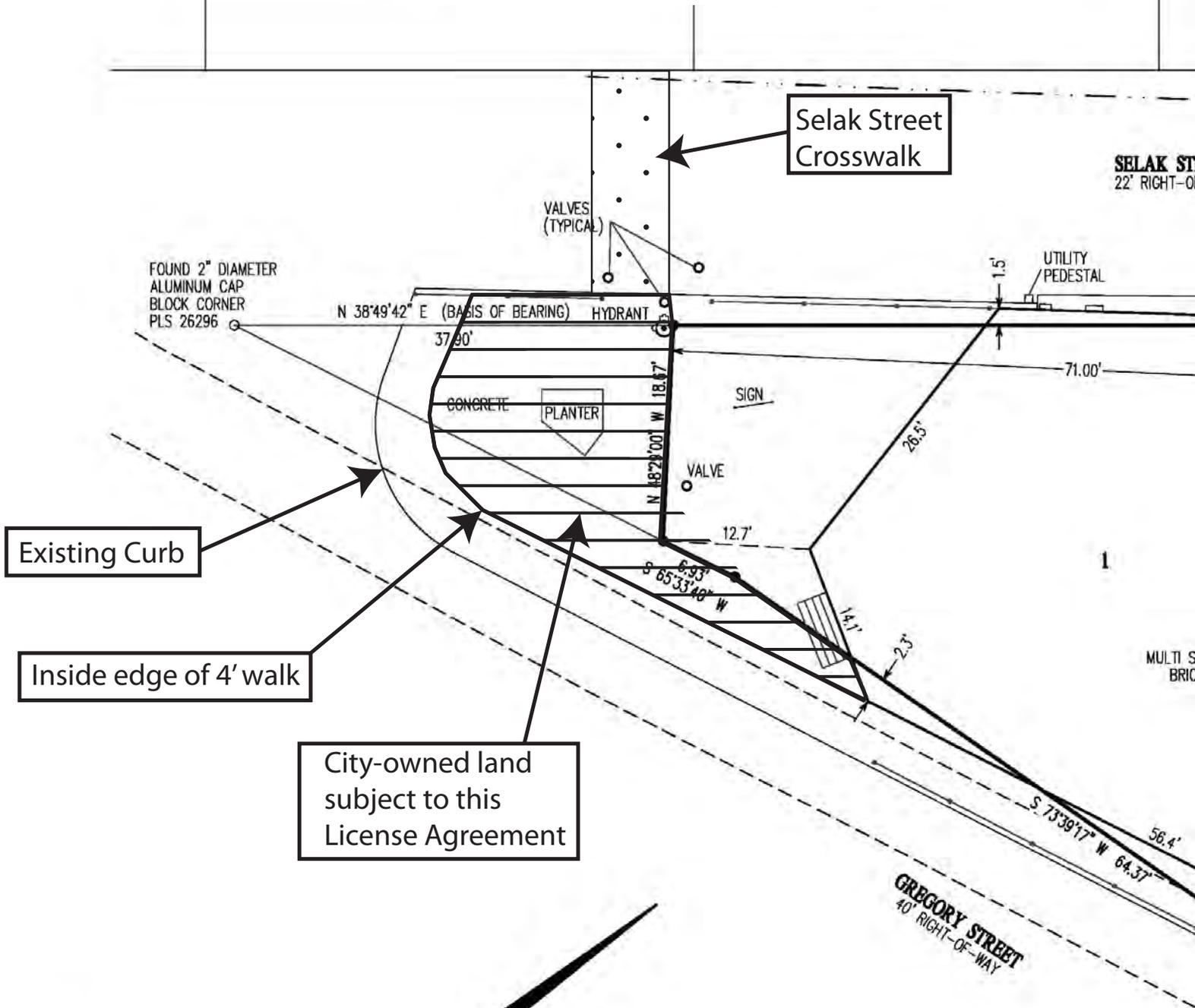
CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST

Melissa A. Greiner, City Clerk

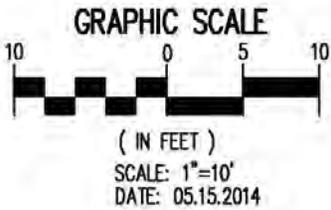
EXHIBIT A



Existing Curb

Inside edge of 4' walk

City-owned land subject to this License Agreement



Note: This exhibit was obtained from a CCS Consultants Inc. survey plat dated 5-15-14.

RESOLUTION 43-2015
A RESOLUTION
AWARDING THE BID AND
APPROVING THE
CONTRACT FOR THE
REHABILITATION OF 301
HIGH STREET TO
WHITESTONE
CONSTRUCTION IN AN
AMOUNT NOT TO
EXCEED \$826,644

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 43-2015

TITLE: A RESOLUTION AWARDING THE BID AND APPROVING THE CONTRACT FOR THE REHABILITATION OF 301 HIGH STREET TO WHITESTONE CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$826,644

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

Section 1. The City Council hereby awards the contract for 301 High Street to Whitestone Construction in an amount not to exceed \$826,644, and authorizes the Mayor to execute the necessary contract documents.

RESOLVED AND PASSED this 27th day of May, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: *Approval of the total base construction bid and project budget for the limited rehabilitation of the historic home and property located at 301 High Street.*

RECOMMENDATION: *Based on the bid received and the attached bid analysis summary, Whitestone Construction Services, Inc. is a qualified contractor with documented and supported costs. NV5 has reviewed the bid package with the grant applicant and they concur.*

MOTION TO APPROVE (or deny, etc.) *Resolution No. 43-2015, A Resolution Awarding the Bid and Approving the Contract for the Rehabilitation of 301 High Street to Whitestone Construction in an Amount Not to Exceed \$826,644.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On March 26, 2015, the Community Planning & Development office issued a Request for Qualifications and Proposal on Rocky Mountain Bid System. The request went out to 338 registered contractors on the BidNet System, and was available to view by multiple other non-registered contractors (including contractors included on the City of Black Hawk's pre-qualified contractor list). On April 27, 2015, NV5 received bids from two general contractors, Whitestone Construction Services, Inc. and Rock & Company. Upon review, it was determined that the Rock & Company bid package was incomplete and, therefore, was disqualified from consideration. Attached is the bid analysis summary of all qualified bids, which includes a breakdown of costs from Whitestone Construction Services, Inc. Whitestone Construction provided a complete bid package at the time of submission. Despite five general contractors attending the pre-bid meeting, only two general contractors submitted a bid for the project.

Because the original bid was higher than initial project expectations and included certain costs which needed to be clarified, over the last three weeks, Whitestone Construction, PEH, NV5, the homeowner, and the City of Black Hawk have worked to define scope, identify project savings and scope reductions and arrive at a cost that was more in line with the City of Black Hawk's reported budget. Additionally, NV5 has reviewed historical project costs for Grant Program-funded projects to provide City staff with additional perspective on the current project cost trends. Whitestone Construction submitted a project schedule estimating project completion by February 19, 2015, if the project commences May 28, 2015.

AGENDA DATE: *May 27, 2015*

WORKSHOP DATE: *N/A*

FUNDING SOURCE: *\$826,644*

203-0000-5025861 (Interior Grant) \$261,844

203-0000-5026867 (Exterior Easement) \$564,800

DEPARTMENT DIRECTOR APPROVAL: Yes No

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

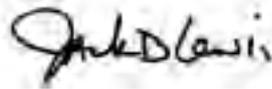
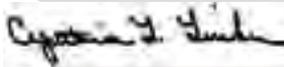
DOCUMENTS ATTACHED: *Resolution No. 43-2015, Request for Council Action, Exhibit A – Bid Analysis Summary, Exhibit B – Bid Forms, Exhibit C – Proposal Clarifications, Exhibit D – Bid Cost Comparison*

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

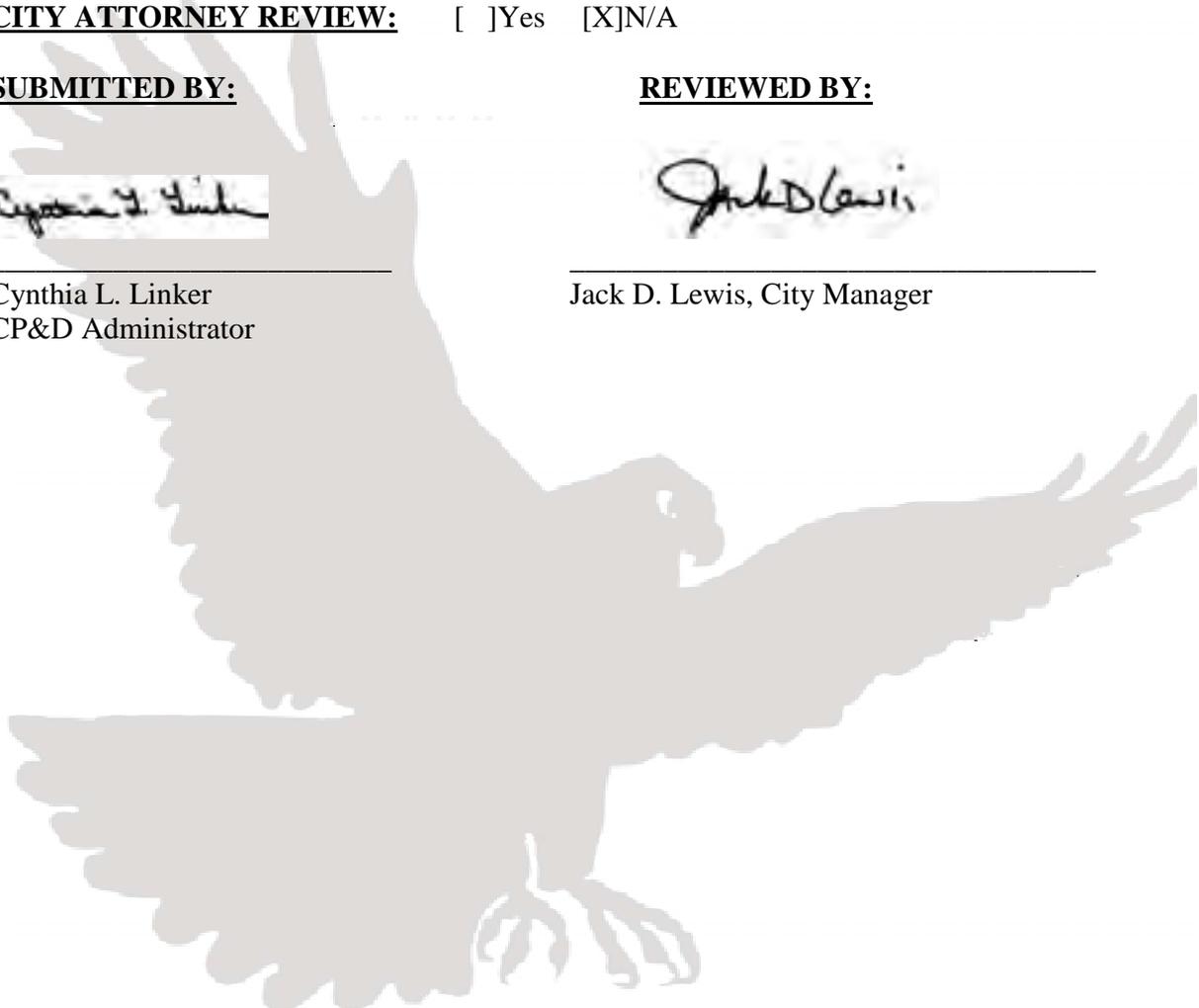
SUBMITTED BY:

REVIEWED BY:



Cynthia L. Linker
CP&D Administrator

Jack D. Lewis, City Manager



301 High Street Bid Analysis Summary

	Whitestone Construction
Exterior Direct Cost Subtotal (Divisions 2 - 16)	\$358,357
Interior Direct Cost Subtotal (Divisions 2 - 16)	\$302,151
General Conditions Subtotal	\$166,136
Total Base Bid	\$826,644
Alternate #1: Paint non-historic shed	\$500
Alternate #2: Custom shingle siding	\$900
Alternate #3: Upgrade bath accessories	\$270
Total Accepted Alternate Costs	\$0
Total Base Bid + Accepted Alternates	\$826,644
Proposed Start Date	5/28/2015
Proposed Completion Date	2/19/2016
Total Number of Calendar Days	268
Change Order Overhead & Profit	15%

Bidder Name: Whitestone Construction Services, Inc.
 Bidder Address: 1070 Central Avenue, Suite C, Boulder, CO 80501
 Bidder Phone: 303-661-0611

301 High Street, Black Hawk, CO 80422

In response to your invitation, the undersigned, having inspected the project site and become familiar with all conditions likely to be encountered affecting the cost and scheduling of the work, and having examined all of the bid drawings and specifications, hereby proposes to furnish all labor, material, tools, equipment, and services required to perform the Scope of Work as outlined in the Instructions to Bidders, Exhibits, Construction Drawings, Construction Specifications, and Addenda.

BASE BID SCOPE

For the base sum of: **Eight hundred twenty six thousand, six hundred forty four Dollars (\$826,644.00)** dollars. Such sum shall be completely consistent with the provisions of the Instructions to Bidders, this Bid Form, and all Bidding documents referred to herein.

ALTERNATE SCOPE

Alternate #	Description	ADD OR DEDUCT TO BASE BID (Indicate with "+" for Add and "-" for Deduct)	BID AMOUNT
1	Paint non-historic shed		\$300 (five hundred dollars)
2	Custom Shingle Siding		\$980 (nine hundred dollars)
3	Bathroom Accessories	Base Bid, Bath 1 (no change) Base Bid, Bath 2 (no change) Upgrade Bath 1 (ADD) Upgrade Bath 2 (ADD)	\$155 (included in base bid) \$155 (included in base bid) \$270 (upgrade of \$155 from Base) \$270 (upgrade of \$155 from Base)
		Total Add to Base Bid for Upgraded Accessories	\$270 (two hundred seventy dollars)

Change Order O&P: Overhead & Profit to be applied to change orders shall be 15%.

Schedule: The undersigned proposes to perform the work in accordance with the CPM schedule provided as part of this bid. The CPM schedule indicates the following:

Days per work week (Circle which days): M T W TH F S Su
 Start Date: 5/28/15
 End Date: 3/19/15
 Total Number of Calendar Days: 268

END OF BID FORM

City of Black Hawk - 301 High Street

Addenda:

In submitting this Bid, Bidder represents that Bidder has examined and carefully studied the Bidding Documents and other related documentation, and the following addenda, the receipt of which is acknowledged:

Addendum Number	Addendum Date
1	April 22, 2015
_____	_____
_____	_____
_____	_____

THE UNDERSIGNED DECLARES, by executing this Bid:

This bid shall remain valid, for acceptance by Owner, for a period of not less than sixty (60) calendar days from the bid due date.

The Contract shall be a Prime Contract directly with the Owner and administered by the Owners Representative.

The undersigned acknowledges that the sequencing and scheduling of the Work may vary from time to time from that anticipated by the Bidder and reflected in the Construction Schedule and shall make no claim nor shall be entitled to additional compensation of any type as a result of the occurrence of any of same.

The undersigned agrees to assume sole liability for all demolition, removal, handling, and dumping of debris associated with its work and shall comply with any and all local, state, federal, or other governmental laws, rules, and regulations with respect thereto. The demolition, removal, handling, and dumping of hazardous materials, such as asbestos, are specifically excluded from this bid unless specifically noted in the Scope of Work.

The undersigned further agrees to indemnify and hold the Owner and Owner's consultants harmless from any and all claims and/or damage of any kind whatsoever as a result of the Contractor's performance of this Contract.

A list of any and all exclusions affecting the Bidder's scope of work for this project is required to be attached to this Bid Form. The list is to be submitted on the letterhead of the Bidder, dated, and signed.

No person or persons or company other than the undersigned has any interest whatsoever in this Bid or in the contract that may be entered into as a result thereof. This Bid is submitted in good faith, without collusion or fraud.

The person or persons signing this Bid is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all of the conditions and provisions thereof.

If this Bid is accepted, the Bidder agrees to sign the contract without qualifications and furnish the required insurance and Bonds within ten (10) calendar days from notice of award.

Company: Whitestone Construction Services, Inc

Address: 1930 Central Ave., Unit C, Boulder, CO 80301

Signature: 

Printed Name: Justin Blais

Title: Project Manager Treasurer

Date: 4/27/15

City of Black Hawk - 301 High Street

All Interior Work (Funded By Rehabilitation Grant)		
<i>Item</i>	<i>Subcontractor Name or by GC</i>	<i>Total Item Value</i>
DIVISION 1 - GENERAL CONDITIONS		
Detail Provided in General Conditions Worksheet	by GC (WSC)	\$95,708
Subtotal Division 1 - General Conditions		\$95,708
DIVISION 2 - SITEWORK		
Demolition	WSC	\$1,696
Subtotal Division 2 - Sitework		\$1,696
DIVISION 6 - WOOD		
Framing Lumber (Studs, Beams, etc)	WSC	\$8,771
Backing for Accessories	WSC	\$720
Subfloor	WSC	\$4,626
Interior Trim		
Materials	WSC	3,700
Labor	WSC	3,238
Closet Shelves & Clothing Rod	WSC	\$275
Subtotal Division 6 - Wood		\$21,329
DIVISION 8 - DOORS & WINDOWS		
Mirrors		\$114
Interior Doors & Hardware		
Materials	Solar Glass	3,963
Labor	WSC	4,375
Subtotal Division 8 - Doors & Windows		\$8,452
DIVISION 9 - FINISHES		
Drywall	K&C Drywall	\$10,610
Flooring	WSC	\$14,584
Wall Tile	WSC	\$3,419
Countertops/Backsplash		
Materials	Classic Cabinets & Design	\$2,889
Labor	WSC	\$2,700
Interior Painting & Staining	Magic Painting Pros	\$6,200
Subtotal Division 9 - Finishes		\$40,402
DIVISION 10 - SPECIALTIES		
Bathroom Accessories		
Materials	WSC	699
Labor	WSC	230
Subtotal Division 10 - Specialties		\$929
DIVISION 11 - EQUIPMENT		
Equipment Installation		\$1,680

City of Black Hawk - 301 High Street

All Interior Work (Funded By Rehabilitation Grant)		
<i>Item</i>	<i>Subcontractor Name or by GC</i>	<i>Total Item Value</i>
Subtotal Division 11 - Equipment		\$1,680
DIVISION 12 - FURNISHINGS		
Manufactured Cabinetry		
Materials	Classic Cabinets & Design	10,569
Labour	WSC	1,800
Subtotal Division 12 - Furnishings		\$12,369
DIVISION 15 - MECHANICAL		
Interior Mechanical Scope		
Interior Mechanical Scope (Rough M.P.)	Adam's	\$31,554
Interior Mechanical Scope (Trim Mechanical)	Adam's	\$19,000
Interior Mechanical Scope (Trim Plumbing)		
Materials	Adam's	\$6,125
Labour	Adam's	\$8,200
Subtotal Division 15 - Mechanical		\$64,879
DIVISION 16 - ELECTRICAL		
Interior Electrical & Lighting		
Interior Electrical Scope (Rough)	Positive Energy	\$7,900
Interior Electrical Scope (Trim)		
Materials	Positive Energy	\$1,500
Fixtures	Positive Energy	\$3,000
Labour	Positive Energy	\$2,000
Subtotal Division 16 - Electrical		\$14,400
Interior Direct Cost Total (Divisions 2 - 16)		\$166,136
Interior Total Cost (Including GCs & OH&P)		\$261,844

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
012010	Project Manager	38	wks	720	27360
012020	General Superintendent				0
012030	Project Superintendent	35	wks	1200	42000
012040	Assistant Superintendent				0
012050	Project Engineer	35	wks	280	9800
012060	M/E Coordinator				0
012070	Project Administrator				0
012080	Field Engineer/Quality Control Engineer				0
012090	Field Estimator				0
012100	General Laborer	456	hrs	35	15960
012110	Safety Director				0
013010	Plans & Specifications	1	ls	600	600
013020	Photographs				0
013030	Submittals	1	ls	300	300
013040	As-built Drawings	1	ls	200	200
013050	Closeout Documents				0
013060	Project Signage	1	ls	200	200
013070	Video Documentation				0
014010	Safety Equipment				0
014020	First Aid Supplies	1	ls	200	200
014030	Fire Extinguishers	1	ls	200	200
015010	Field Offices				0
015020	On-site Storage	7	mos	350	2450
015030	Off-site Storage				0
015040	Portable Toilets	8	mos	175	1400
015050	Temporary Water Service	1	ls	1000	1000
015060	Temporary Power	8	mos	150	1200
015070	Temporary Generators	2	mos	200	400
015080	Temporary Heat	2	mos	375	750
015090	Temporary Lighting				0
015100	Site Camera/Live Video Feed				0
015110	Security Guard				0
015120	Telephone Set Up				0
015130	Telephone, Monthly Fees				0
015140	Cell Phones	8	mos	150	1200
015150	Radios				0
015160	Jobsite Drinking Water				0
015170	Temporary Fencing	1	ls	1500	1500
015180	Ladders & Stairs				0
015190	Employee Parking				0
015200	Moving & Subsistence				0

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
015210	Travel from Home Office	38	wks	240	9120
015220	Office Supplies & Equipment				0
015230	Postage & Shipping				0
017010	Access Roads				0
017020	Barricades				0
017030	Covered Walkways				0
017040	Storm Water Management				0
017050	Erosion Control	8	mos	90	720
017060	Shoring				0
017070	Traffic Control	1	ls	1200	1200
017080	Protection of Adjacent Construction				0
017090	Protection of Installed Construction	3	mos	290.7	872.1
017100	Surveying				0
017110	Construction Layout				0
017120	Field Engineering Equipment				0
017130	Pick Up Rental & Expense	8	mos	541.25	4330
017140	Fork Lift	4	mos	1970	7880
017150	Crane Costs				0
017160	Material Hoisting				0
017170	Personnel Hoisting				0
017180	Scaffolding				0
017190	Water Truck				0
017200	Weather Protection				0
017210	Snow & Ice Removal				0
017220	Dumpster Fees	8	mos	450	3600
017230	Progress Cleaning	456	hrs	35	15960
017240	Final Clean Up	1	ls	1250	1250
017250	Soils Testing				0
017260	Concrete Testing				0
017270	Weld Inspections				0
011010	Building Permit				0
011020	Plan Check Fee				0
011030	Water Tap Fees				0
011040	Sewer Tap Fees				0
011050	Sanitary Tap Fees				0
011060	Other Government Fees & Permits	1	ls	4,623	4622.68108
011070	Performance & Payment Bonds	1	ls	12825	12825
011080	Builder's Risk Insurance	1	ls	2950	2950
011090	General Liability Insurance				0
011100	Other Insurance				0
011110	Preconstruction Services				0
011120	Overhead	1	ls	100462.364	100462.3638

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
011130	Profit	1	ls	29639.2516	29639.25162
011140	Additional Soft Costs				0
Total General Conditions & Fees					302,151

City of Black Hawk - 301 High Street

All Exterior Work (Funded By Preservation Easement)		
<i>Item</i>	<i>Subcontractor Name or by GC</i>	<i>Total Item Value</i>
DIVISION 1 - GENERAL CONDITIONS		
Detail Provided in General Conditions Worksheet	by GC (WSC)	\$206,443
Subtotal Division 1 - General Conditions		\$206,443
DIVISION 2 - SITEWORK		
Site Access	WSC	\$7,750
Demolition	WSC/ Engineered Demo	\$22,150
Grading & Excavating	Len's Excavating	\$75,750
Unit Cost per Foot of Excavation = \$6,250/VF		
Unit Cost per Foot of Bedrock Removal = \$17,500/VF		
Drain Pipe	Len's Excavating	\$3,850
Remove Extra Dirt from Site	Len's Excavating	\$2,000
Revegetation	Len's Excavating	\$3,500
Tree Removal		
Subtotal Division 2 - Sitework		\$115,000
DIVISION 3 - CONCRETE		
Walkways	AJK Construction	\$2,500
Drainage Swale	AJK Construction	\$1,500
Concrete Stairs	AJK Construction	\$2,500
Foundations	AJK Construction	\$26,337
Concrete Retaining Walls	AJK Construction	\$7,500
Subtotal Division 3 - Concrete		\$40,337
DIVISION 4 - MASONRY		
Stone Veneer at Foundation	Lance	\$3,412
Clay Brick Chimney Repair/Restoration	Lance	\$1,200
Stone Retaining Walls (New)	Lance	\$24,990
Stone Retaining Walls (Repair)	Lance	\$700
Unit Cost per Foot of Repair = \$ 50 /LF		
Subtotal Division 4 - Masonry		\$30,302
DIVISION 5 - METALS		
Steel Items	WSC	\$1,850
Foundation Bolts		
Post Stirrups		
Beam/Post Straps		
Connectors		
Handrail	Crossant Custom Fabrications	\$1,050
Ornamental Guardrail		
Materials	Crossant Custom Fabrications	\$7,700
Labour	Crossant Custom Fabrications	\$1,450
Site Fencing	Crossant Custom Fabrications	\$0
Subtotal Division 5 - Metals		\$12,050

City of Black Hawk - 301 High Street

All Exterior Work (Funded By Preservation Easement)		
<i>Item</i>	<i>Subcontractor Name or by GC</i>	<i>Total Item Value</i>
DIVISION 6 - WOOD		
Framing Lumber (Studs, Beams, etc)	WSC	\$20,463
Wall and Roof Sheathing	WSC	\$5,601
Soffit & Fascia	WSC	\$3,480
Exterior Lap Siding & Trim	WSC	\$21,413
Existing Exterior Wood Restoration	WSC	\$1,320
Deck	WSC	\$8,931
Exterior Stairs	WSC	\$1,269
Subtotal Division 6 - Wood		\$62,477
DIVISION 7 - THERMAL & MOISTURE PROTECTION		
Roofing & Roof Accessories	Roof Check	\$6,560
Gutters & Downspouts	Roof Check	\$3,890
Drainage Plane	WSC	\$1,750
Insulation	United Insulators	\$11,942
Vapor Barrier	United Insulators	\$1,008
Building Paper (Tyvek)	WSC	\$1,020
Asphaltic Waterproofing	AAA Waterproofing	\$1,180
Subtotal Division 7 - Thermal & Moisture Protection		\$27,350
DIVISION 8 - DOORS & WINDOWS		
New Windows	Solar Glass	10,405
Exterior Doors & Hardware		
Materials	Solar Glass	11,006
Labor	WSC	2,600
Weather Seals @ Exterior Doors		
Thresholds		
Subtotal Division 8 - Doors & Windows		\$24,011
DIVISION 9 - FINISHES		
Exterior Painting & Staining	Magre Painting Pros	\$8,050
Subtotal Division 9 - Finishes		\$8,050
DIVISION 10 - SPECIALTIES		
House Numbers	WSC	\$30
Subtotal Division 10 - Specialties		\$30
DIVISION 15 - MECHANICAL		
Site Utilities	Len's Excavating	\$35,150
Miscellaneous Exterior Mechanical Scope		
Subtotal Division 15 - Mechanical		\$35,150
DIVISION 16 - ELECTRICAL		
Site Utilities	Positive Energy	\$3,100
Site Lighting	Positive Energy	\$900

City of Black Hawk - 301 High Street

All Exterior Work (Funded By Preservation Easement)		
<i>Item</i>	<i>Subcontractor Name or by GC</i>	<i>Total Item Value</i>
Subtotal Division 16 - Electrical		\$3,600
Exterior Direct Cost Total (Divisions 2 - 16)		\$358,357
Exterior Total Cost (Including GCs & OH&P)		\$564,800



Proposal Clarifications

5/13/15 Revised

NV5

Attn: Scott Mclelland

2650 18th St. Denver

Project: 301 High St Restoration – Proposal Clarifications

301 High St. Restoration - Clarifications

- We plan on mobilizing on site for this project starting approximately mid-June 2015;
- We anticipate finishing in February/January 2016.
- All work has been proposed on as regular time during the normal work week;
- We understand that we will have five parking spaces made available to Whitestone for use during the construction at the three upper parking lots on High St.
- The traffic control will be limited to signage, cones, and minor barricades with flashing lights with an allowance of \$1,200 for labor and materials.
- We have assumed that a dumpster may be placed within 50 feet of the door to the building or that a dump truck may be parked in front of the house for debris removal;
- We have not included costs for 3rd party testing (i.e. concrete break testing, compaction, etc). If those costs are required, please add \$3,000 to this proposal.
- Due to low subcontractor turnout, we have included small contingencies on the concrete, mason, and sitework subcontractors.
- Alternate #2 is based upon custom sized shingles for the gable ends only. This represents just under 150 total sf in area.
- All waste and vent pipe is proposed as PVC in lieu of ABS.
- All Domestic water pipe shall be PEX in lieu of type L copper.
- We have carried 2x6 Architectural B Grade Decking for all decks and porches.
- VE item #1: All work regarding the new shingles, removal of the old, and any sheathing underneath has been eliminated.
- VE item #5: The stairs and custom metal fencing at the upper yard has been eliminated from the scope of work.
- VE item #6: All work shown for the existing outhouse has been eliminated from the scope of work.
- VE item #10: The wainscot has been changed to a pre-maid paint-grade panel.
- VE item #11: The underground drainage at the South-west corner of the house has been deleted. A splash block and downspout extension will be utilized.
- VE item #12: Change the front fence detail to match the fence design of 401 Chase St.

City of Black Hawk
401 Chase Bid Comparison

Project Square Footage	301 High			401 Chase		231 Horn			301 Chase			311 Chase		
	1117	sqft		757	sqft	707	sqft		586	sqft		1,461	sqft	
Exterior Divisions	Bid Value (4/27/15)	VE Bid Value (5/13/15)	Escalated \$/S.F.	Bid Value (2015)	\$/S.F.	Bid Value (2013)	2 Year Escalation	Escalated \$/S.F.	Bid Value (2013)	2 Year Escalation	Escalated \$/S.F.	Bid Value (2013)	2 Year Escalation	Escalated \$/S.F.
Division 1 - General Conditions	\$205,885.00	\$206,443.00	\$292.00	\$179,337.00	\$236.90	\$84,214.00	\$95,498.68	\$135.08	\$90,844.00	\$103,017.10	\$175.80	\$83,599.00	\$94,801.27	\$64.89
Division 2 - Sitework	\$114,650.00	\$115,000.00	\$162.66	\$94,002.00	\$124.18	\$80,236.00	\$90,987.62	\$128.70	\$82,955.00	\$94,070.97	\$160.53	\$220,900.00	\$250,500.60	\$171.46
Division 3 - Concrete	\$40,337.00	\$40,337.00	\$57.05	\$39,170.00	\$51.74	\$25,131.00	\$28,498.55	\$40.31	\$32,041.00	\$36,334.49	\$62.00	\$21,500.00	\$24,381.00	\$16.69
Division 4 - Masonry	\$30,302.00	\$30,302.00	\$42.86	\$40,890.00	\$54.02	\$40,095.00	\$45,467.73	\$64.31	\$46,576.00	\$52,817.18	\$90.13	-	-	N/A
Division 5 - Metals	\$21,800.00	\$12,050.00	\$17.04	\$12,100.00	\$15.98	\$18,282.00	\$20,731.79	\$29.32	\$27,409.00	\$31,081.81	\$53.04	\$12,000.00	\$13,608.00	\$9.31
Division 6 - Wood	\$63,885.00	\$62,477.00	\$88.37	\$26,922.00	\$35.56	\$35,631.00	\$40,405.55	\$57.15	\$36,737.00	\$41,659.76	\$71.09	\$56,000.00	\$63,504.00	\$43.47
Division 7 - Thermal & Moisture Protection	\$27,600.00	\$27,350.00	\$38.68	\$24,971.00	\$32.99	\$15,501.00	\$17,578.13	\$24.86	\$19,337.00	\$21,928.16	\$37.42	\$16,200.00	\$18,370.80	\$12.57
Division 8 - Doors & Windows	\$24,511.00	\$24,011.00	\$33.96	\$12,985.00	\$17.15	\$11,644.00	\$13,204.30	\$18.68	\$12,613.00	\$14,303.14	\$24.41	\$10,600.00	\$12,020.40	\$8.23
Division 9 - Finishes	\$8,300.00	\$8,050.00	\$11.39	\$5,000.00	\$6.61	\$3,756.00	\$4,259.30	\$6.02	\$6,052.00	\$6,862.97	\$11.71	\$6,500.00	\$7,371.00	\$5.05
Division 10 - Specialties	\$30.00	\$30.00	\$0.04	\$30.00	\$0.04	\$69.00	\$78.25	\$0.11	\$75.00	\$85.05	\$0.15	\$150.00	\$170.10	\$0.12
Division 15 - Mechanical	\$35,150.00	\$35,150.00	\$49.72	\$22,700.00	\$29.99	\$16,940.00	\$19,209.96	\$27.17	\$28,488.00	\$32,305.39	\$55.13	\$500.00	\$567.00	\$0.39
Division 16 - Electrical	\$3,600.00	\$3,600.00	\$5.09	\$2,465.00	\$3.26	\$4,535.00	\$5,142.69	\$7.27	\$3,386.00	\$3,839.72	\$6.55	\$2,500.00	\$2,835.00	\$1.94
Change Order Total/Alternates	\$0.00	\$0.00	\$0.00	\$6,500.00	\$8.59	\$45,388.00	\$51,469.99	\$72.80	\$45,909.00	\$52,060.81	\$88.84	\$17,643.30	\$20,007.50	\$13.69
Total Cost	\$576,050.00	\$564,800.00	\$798.87	\$467,072.00	\$617.00	\$381,422.00	\$432,532.55	\$611.79	\$432,422.00	\$490,366.55	\$836.80	\$448,092.30	\$508,136.67	\$347.80
Interior Divisions	Bid Value (4/27/15)	VE Bid Value (5/13/15)	\$/S.F.	Bid Value	\$/S.F.	Bid Value	2 Year Escalation	\$/S.F.	Bid Value	2 Year Escalation	\$/S.F.	Bid Value	2 Year Escalation	\$/S.F.
Division 1 - General Conditions	\$99,699.00	\$95,708.00	\$135.37	\$71,058.00	\$93.87	\$40,996.00	\$46,489.46	\$65.76	\$36,404.00	\$41,282.14	\$70.45	\$76,654.00	\$86,925.64	\$59.50
Division 2 - Sitework	\$1,696.00	\$1,696.00	\$2.40	\$1,320.00	\$1.74	\$5,796.00	\$6,572.66	\$9.30	\$2,080.00	\$2,358.72	\$4.03	\$23,813.00	\$27,003.94	\$18.48
Division 6 - Wood	\$21,699.00	\$21,329.00	\$30.17	\$10,672.00	\$14.10	\$24,859.00	\$28,190.11	\$39.87	\$16,669.00	\$18,902.65	\$32.26	\$41,150.00	\$46,664.10	\$31.94
Division 8 - Doors & Windows	\$8,452.00	\$8,452.00	\$11.95	\$4,890.00	\$6.46	\$3,287.00	\$3,727.46	\$5.27	\$2,082.00	\$2,360.99	\$4.03	\$5,200.00	\$5,896.80	\$4.04
Division 9 - Finishes	\$41,902.00	\$40,402.00	\$57.15	\$30,591.00	\$40.41	\$37,253.00	\$42,244.90	\$59.75	\$31,426.00	\$35,637.08	\$60.81	\$50,500.00	\$57,267.00	\$39.20
Division 10 - Specialties	\$929.00	\$929.00	\$1.31	\$884.00	\$1.17	\$275.00	\$311.85	\$0.44	\$254.00	\$288.04	\$0.49	\$250.00	\$283.50	\$0.19
Division 11 - Equipment	\$1,680.00	\$1,680.00	\$2.38	\$1,680.00	\$2.22	\$680.00	\$771.12	\$1.09	\$580.00	\$657.72	\$1.12	\$400.00	\$453.60	\$0.31
Division 12 - Furnishings	\$12,369.00	\$12,369.00	\$17.50	\$11,209.00	\$14.81	\$13,391.00	\$15,185.39	\$21.48	\$17,418.00	\$19,752.01	\$33.71	\$28,900.00	\$32,772.60	\$22.43
Division 15 - Mechanical	\$76,123.00	\$64,879.00	\$91.77	\$40,327.00	\$53.27	\$33,244.00	\$37,698.70	\$53.32	\$36,400.00	\$41,277.60	\$70.44	\$65,000.00	\$73,710.00	\$50.45
Division 16 - Electrical	\$14,400.00	\$14,400.00	\$20.37	\$9,860.00	\$13.03	\$10,990.00	\$12,462.66	\$17.63	\$8,994.00	\$10,199.20	\$17.40	\$31,937.00	\$36,216.56	\$24.79
Change Order Total/Alternates	\$0.00	\$0.00	\$0.00	N/A	N/A	-\$6,668.00	-\$7,561.51	-\$10.70	-\$9,345.00	-\$10,597.23	-\$18.08	-\$6,853.40	-\$7,771.76	-\$5.32
Total Cost	\$278,949.00	\$261,844.00	\$370.36	\$182,491.00	\$241.07	\$164,103.00	\$186,092.80	\$263.21	\$142,962.00	\$162,118.91	\$276.65	\$316,950.60	\$359,421.98	\$246.01

	2013	2014
Assumed Annual Escalation	8.00%	5.00%