REGULAR MEETING AGENDA
City of Black Hawk City Council
211 Church Street, Black Hawk, CO
January 10, 2018
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

3. AGENDA CHANGES:

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

5. PUBLIC COMMENT: Please limit comments to 5 minutes

6. APPROVAL OF MINUTES: December 13, 2017

7. PUBLIC HEARINGS:

A. Resolution 1-2018, A Resolution Conditionally Approving a Certificate of Appropriateness for the Comprehensive Sign Plan Amendment for the Canyon Casino

B. Resolution 2-2018, A Resolution Conditionally Approving a Certificate of Appropriateness for Construction and Site Development Plan for the Canyon Parking Garage and Lot (Continuance Recommended)

C. Resolution 3-2018, A Resolution Conditionally Approving Variances to Zoning Standards for Canyon Parking Garage and Lot (Continuance Recommended)

8. ACTION ITEMS:

A. Resolution 4-2018, A Resolution Approving the Service Agreements for Vehicle Towing Services

B. Resolution 5-2018, A Resolution Establishing a Designated Public Place for Posting of Meeting Notices as required by the Colorado Open Meetings Law

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
David Grunenwald, Vice-President of Development at Jacobs Entertainment, rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, December 13, 2017, at 3:00 p.m. by Mayor Spellman.

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

Staff present: City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, Fire Chief Taylor, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Senior Civil Engineers Ford and Reed, Public Works Fleet Superintendent Jackson, Public Works Street Superintendent Schaller, Community Planning and Development Administrator Linker, Permit Technician Beecher, Baseline Engineering Consultants Harris and Hooper, and Deputy City Clerk Martin.

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

Mayor Spellman announced that Alderman Torres was not able to attend the annual Employee Christmas Party where service awards were handed out, so he took a moment to thank Alderman Torres for his service and presented him with his five-year award.

Alderman Armbright wanted to make another announcement, this one for the over thirty years of service to the City of Black Hawk by David Spellman, Mayor and former Alderman. There was a round of applause for both announcements.

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

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

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

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

6. APPROVAL OF MINUTES:

   November 8, 2017

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

   MOTION PASSED

   There was no discussion and the motion passed unanimously.

7. PUBLIC HEARINGS:

   A. 2018 Budget Adoption

      I. Resolution 68-2017, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the City of Black Hawk, Colorado for the Calendar Year Beginning on the First Day of January 2018 and Ending on the Last Day of December 2018, and Appropriating Sums of Money to Various Funds and Spending Agencies in the Amount, and for the Purposes Set Forth within the Attached 2018 Budget

      II. CB24, An Ordinance Levying General Property Taxes for the Year 2017 to Help Defray the Costs of Government for the City of Black Hawk, Colorado for the 2018 Budget Year

   Mayor Spellman read the titles and opened the public hearings. City Attorney Hoffmann added that both items under Public Hearing Item A are being addressed by this one public hearing.

   Finance Director Hillis introduced this item. He reminded Council that they saw the preliminary proposed budget back in October. Since that time a few changes were made that have already been discussed and incorporated into the budget, but he provided a summary sheet for Council to review. Most notably was the change in Device Fee revenues due to the implementation of the new tax for live table games that was just passed from the November election. Hillis said there were smaller
changes as well to the General Fund, Transportation Fund, and the Water Fund shows an increase in expenses for work at Georgetown Lake.

Alderman Midcap had a question about separating out the Chase Street expenses similar to what was done for Maryland Mountain, so it doesn’t get forgotten. Mayor Spellman confirmed that the $400,000 budgeted for underground utilities is strictly for Chase Street. City Manager Lewis added that it is to underground the electric only and then to plan out the rest of the street. Hillis said that projects like these are tracked internally by project numbers.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 68-2017, a Resolution summarizing expenditures and revenues for each fund and adopting a budget for the City of Black Hawk, Colorado for the calendar year beginning on the first day of January 2018 and ending on the last day of December 2018, and appropriating sums of money to various funds and spending agencies in the amount, and for the purposes set forth within the attached 2018 Budget, and on CB24, an Ordinance levying General Property Taxes for the year 2017 to help defray the costs of government for the City of Black Hawk, Colorado for the 2018 Budget Year open and invited anyone wanting to address the Board either “for” or “against” the proposed resolution and ordinance to come forward.

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

MOTION TO APPROVE Alderman Johnson MOVED and was SECONDED by Alderman Bennett to approve Resolution 68-2017, a Resolution summarizing expenditures and revenues for each fund and adopting a budget for the City of Black Hawk, Colorado for the calendar year beginning on the first day of January 2018 and ending on the last day of December 2018, and appropriating sums of money to various funds and spending agencies in the amount, and for the purposes set forth within the attached 2018 Budget, and CB24, an Ordinance levying General Property Taxes for the year 2017 to help defray the costs of government for the City of Black Hawk, Colorado for the 2018 Budget Year.

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

B. CB25, An Ordinance Adopting the City of Black Hawk 2018 Compensation Plan

Mayor Spellman read the title and opened the public hearing.

City Clerk/Administrative Services Director Greiner introduced the 2018 Compensation Plan. She said the conducted survey produced a
3.6% increase across the board for all eligible employees, based on the average of the 13 survey cities the City uses for same positions. Alderman Midcap had a question about the criteria used. Greiner explained the process.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB25, an Ordinance adopting the City of Black Hawk 2018 Compensation Plan open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Johnson to approve CB25, an Ordinance adopting the City of Black Hawk 2018 Compensation Plan.

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

C. CB26, An Ordinance Amending Article IX of Chapter 4 of the Black Hawk Municipal Code by the Addition Thereto of a New Section 4-208 to Implement a New Category of Occupational Tax for Table Games Conducted by Live Dealers as Approved by the City of Black Hawk Voters

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann said this Ordinance is intended to implement the results from the November election where the voters in Black Hawk approved the ballot question. He added it would go into effect on January 1, 2018.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB26, an Ordinance amending Article IX of Chapter 4 of the Black Hawk Municipal Code by the addition thereto of a new Section 4-208 to implement a new category of Occupational Tax for table games conducted by live dealers as approved by the City of Black Hawk voters open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Torres to approve CB26, an Ordinance amending Article IX of Chapter 4 of the Black Hawk Municipal Code by the addition thereto of a new
Section 4-208 to implement a new category of Occupational Tax for table games conducted by live dealers as approved by the City of Black Hawk voters.

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

**D. CB27, An Ordinance Amending Chapter 6, Article XVIII, of the Black Hawk Municipal Code to Impose a Requirement for a Minimum Number of Operating Hours on Retail Marijuana Establishments**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this item. He said the nature of this Ordinance was to place minimum operating hour requirements on licensed retail marijuana businesses within the City. Currently, he explained, when an applicant submits an application for a license they are required to show the needs and desires of the neighborhood and since the City of Black Hawk is a compressed neighborhood, setting this requirement would cause those licensees to have to be open, and would allow Council clearer insight on whether or not existing licensees are operating, when required to approve or deny any future applications.

**PUBLIC HEARING:** Mayor Spellman declared a Public Hearing on CB27, an Ordinance amending Chapter 6, Article XVIII, of the Black Hawk Municipal Code to impose a requirement for a minimum number of operating hours on retail marijuana establishments open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Johnson to approve CB27, an Ordinance amending Chapter 6, Article XVIII, of the Black Hawk Municipal Code to impose a requirement for a minimum number of operating hours on retail marijuana establishments.

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

**E. CB28, An Ordinance Approving the Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the Authority’s Ambulances**

Mayor Spellman read the title and opened the public hearing.
Fleet Superintendent Jackson was available to answer any questions. Alderman Johnson said this agreement was just approved by the Gilpin Ambulance Authority this morning at their regular meeting and they really appreciated the labor rate staying the same.

**PUBLIC HEARING:** Mayor Spellman declared a Public Hearing on CB28, an Ordinance approving the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority regarding maintenance of the Authority’s ambulances open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO APPROVE**

Alderman Bennett MOVED and was SECONDED by Alderman Armbright to approve CB28, an Ordinance approving the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority regarding maintenance of the Authority’s ambulances.

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously.

**F. 131 Main Street**

**I. Resolution 69-2017, A Resolution Conditionally Approving the Minor Subdivision Plat Titled Canyon Black Hawk Subdivision Filing #1**

Mayor Spellman read the title and opened the public hearing.

Baseline Engineering Consultant Harris introduced this item and went over a few slides of their presentation. The site in question is between the Dakota site to the east, which recently received approval and is in the process of being excavated to create a new parking lot, and the previous Canyon Casino building to the west. He said the subdivision plat eliminates the 38 original Black Hawk lots to create one lot titled Canyon Black Hawk Subdivision Filing No. 1. The lot is in the Gold District zone. He said the applicant, Jacobs Entertainment, has been working with City Attorney Hoffmann and the Subdivision Improvement Agreement (SIA) is now signed and ready to be approved by Council. He said the SIA contains two exhibits, one for mass excavation, and the other for public improvements along Main Street. Staff recommends approval of Resolution 69-2017 with two conditions: minor red lines needed on the plat, including vacating two easements the City doesn’t need anymore, and the applicant to pull an excavation permit prior to any work taking place. City Attorney Hoffmann
confirmed that if approved, Resolution 69-2017 only authorizes the excavation and creates a legal lot of record.

The applicant was present, but declined the offer to comment at this time.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 69-2017, a Resolution conditionally approving the Minor Subdivision Plat titled Canyon Black Hawk Subdivision Filing #1 open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE Alderman Torres MOVED and was SECONDED by Alderman Bennett to approve Resolution 69-2017, a Resolution conditionally approving the Minor Subdivision Plat titled Canyon Black Hawk Subdivision Filing #1.

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

II. Resolution 70-2017, A Resolution Conditionally Approving a Certificate of Appropriateness and Site Development Plan to Construct a Parking Lot, Parking Garage, and Approve Variances from the Zoning Ordinance

Mayor Spellman read the title and noted for the record that there was no resolution in the packet, because staff was recommending continuation of this item based on the information they had as of today, and that if the applicant were to push City Council for a decision today it would be a denial based on the information they have. Mayor Spellman then opened the public hearing.

Baseline Engineering Consultant Harris continued with his slide presentation. He said this project contains eight items, four of which staff is satisfied with: a new 3-level garage to include 302 parking spaces, a surface lot adjacent to the garage for an additional 97 spaces to provide a total of 399 spaces that will connect to the Dakota parking lot currently under construction, so that vehicles can go back and forth through the parking lots, and the excavation of 81,100 cubic yards of earthwork. He said the next four items staff does have concerns with and still require additional details: the finish of the proposed cut slope on the property, the proposed architectural façade, the potential encroachment of the 100-year floodplain, and the two requested zoning variances. He noted that historically, variances in the GOLD District have been granted through a Planned Unit Development (PUD) process,
similar to the Monarch project, but the applicant chose not to submit a PUD. Staff recommends that not all of the City’s criteria have been met and a motion to continue the application should be considered until additional issues have been resolved. City Attorney Hoffman asked Harris if staff has the rest of the site wrapped up consistent with Council’s direction, could staff make a better determination of compatibility as it relates to the variances. Harris responded yes.

Discussion ensued on the architectural elements of the structure and the surface treatment. Council agreed the design looks very contemporary and it did not look like the applicant used any historical elements as per the design standards. As for the slope cut, Mayor Spellman asked Council if the applicant, who was proposing to match the Dakota sculpted shotcrete only by the upper hillside on the Dakota side behind their garage, were to take the sculpted concrete down to the ground in that corner, would they be satisfied with not requiring the applicant to provide sculpted concrete of the balance behind the garage over to the Canyon building, which staff is recommending, since it really will not change the appearance as it will not be seen from the road, and it would be a good compromise since Council required the entire Dakota site to be sculptured shotcrete at their hearing. Council agreed that was acceptable.

The applicant, Dave Grunenwald, Vice-President of Development for Jacobs Entertainment, was present. He began by addressing the reason why he chose not to submit a PUD application. He believes a PUD should show expected future development, and they do not have any concrete plans at this time for that site. He said their intention was solely to buy the Canyon site, level it, and put in parking. He went on to rationalize their design concept and said they were open to suggestions. Mayor Spellman suggested they view the Lady Luck parking structure to look for those elements in their design, and maybe other material other than so much brick, since this is such a prominent location on Main Street. The sculptured shotcrete all the way down the Dakota site was discussed further as well.

Bob Schnautz, of River Studio Architects in Golden, was present on behalf of the applicant to help discuss the façade design and the front setback and landscape variances sought.

Mayor Spellman was confident that the applicant will work with staff to get the floodplain issue and variances resolved. City Attorney Hoffmann recommended continuing the application to a date certain to prevent noticing for the public hearing again.
MOTION TO CONTINUE  
Alderman Midcap MOVED and was SECONDED by Alderman Moates to continue Resolution 70-2017, a Resolution conditionally approving a Certificate of Appropriateness and Site Development Plan to construct a parking lot, parking garage, and approve variances from the Zoning Ordinance to the January 10, 2018 City Council meeting.

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

8. ACTION ITEMS:

A. Resolution 71-2017, A Resolution Adopting the 2018 City of Black Hawk Fee Schedule

Mayor Spellman read the title.

Finance Director Hillis explained the few changes to the Fee Schedule as shown in the packet.

MOTION TO APPROVE  
Alderman Armbright MOVED and was SECONDED by Alderman Johnson to approve Resolution 71-2017, a Resolution adopting the 2018 City of Black Hawk Fee Schedule.

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

B. Resolution 72-2017, A Resolution Approving an On-Call Professional Services Agreement with SAFEbuilt Colorado LLC

Mayor Spellman read the title.

Community Planning and Development Administrator Linker is recommending renewal of an on-call services agreement with SAFEbuilt for building inspections, plan reviews and code consulting for the City.

MOTION TO APPROVE  
Alderman Bennett MOVED and was SECONDED by Alderman Torres to approve Resolution 72-2017, a Resolution approving an On-Call Professional Services Agreement with SAFEbuilt Colorado LLC.

MOTION PASSED  
There was no discussion and the motion PASSED unanimously.
C. Resolution 73-2017, A Resolution Approving Change Order #4 for the St. Charles Carriage House in the Amount of $229,650.00, for Rock Excavation

Mayor Spellman read the title.

Senior Civil Engineer Reed introduced this item. He explained that at the time of the bid, pricing was given for rock excavation at 500 cubic yards, and that pricing would also be used as a unit cost in the event of an overage. Now that the rock excavation is done, he said the total was found to be 1,930 cubic yards. This change order is to cover that amount.

MOTION TO APPROVE

Alderman Armbright moved and was seconded by Alderman Torres to approve Resolution 73-2017, a Resolution approving Change Order #4 for the St. Charles Carriage House in the amount of $229,650.00, for rock excavation.

MOTION PASSED

There was no discussion and the motion passed unanimously.

D. Resolution 74-2017, A Resolution Approving the Second Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2018 Between MV Transportation, Inc. and the City of Black Hawk

Mayor Spellman read the title.

Fleet Superintendent Jackson was available for any questions and confirmed there were no changes.

MOTION TO APPROVE

Alderman Bennett moved and was seconded by Alderman Moates to approve Resolution 74-2017, a Resolution approving the Second Addendum to the Agreement for transit-related services for the Black Hawk & Central City Tramway for 2018 between MV Transportation, Inc. and the City of Black Hawk.

MOTION PASSED

There was no discussion and the motion passed unanimously.

E. Resolution 75-2017, A Resolution Approving a License Agreement Between the City of Black Hawk and Jefferson County Open Space

Mayor Spellman read the title.

Senior Civil Engineer Ford introduced this item. He said this is in regards to the Church Ditch Augmentation Station, which is within an easement owned by Jefferson County Open Space. The City of Black Hawk
Hawk needs to do some maintenance on the station and Jefferson County is requesting this License Agreement in order to access their easement.

**MOTION TO APPROVE**

Alderman Midcap MOVED and was SECONDED by Alderman Armbright to approve Resolution 75-2017, a Resolution approving a License Agreement between the City of Black Hawk and Jefferson County Open Space.

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously.

**F. Resolution 76-2017, A Resolution Approving Certain Service Agreements for Calendar Year 2018**

Mayor Spellman read the title.

This item was the annual on-call agreements before Council each year.

**MOTION TO APPROVE**

Alderman Bennett MOVED and was SECONDED by Alderman Armbright to approve Resolution 76-2017, a Resolution approving certain service agreements for calendar year 2018.

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously.

**G. Resolution 77-2017, A Resolution Authorizing the Return of Grant-Funded Microwave Equipment**

Mayor Spellman read the title.

Police Chief Cole explained that back in May Council had approved the State taking over the microwave equipment and maintenance at the Silver Gulch Radio Tower, since that time the State has replaced all the equipment. He said since the original equipment was originally paid for by DHS Grant funds, in order to relinquish them for another entity to use, City Council must approve the return.

**MOTION TO APPROVE**

Alderman Bennett MOVED and was SECONDED by Alderman Moates to approve Resolution 77-2017, a Resolution authorizing the return of Grant-Funded Microwave Equipment.

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously.
H. Resolution 78-2017, A Resolution Authorizing the Donation of 11 Kenwood Portable Radios and Associated Equipment to the Timberline Fire Protection District

Mayor Spellman read the title. Fire Chief Taylor explained that since Council had approved the purchase of new VHF portable radios a few months back, the Fire Department was able to donate their older model radios to Timberline Fire Protection District. He said this is a similar request to donate Public Works’ older model radios to Timberline.

MOTION TO APPROVE
Alderman Armbright MOVED and was SECONDED by Alderman Torres to approve Resolution 78-2017, a Resolution authorizing the donation of 11 Kenwood Portable Radios and associated equipment to the Timberline Fire Protection District.

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

I. Resolution 79-2017, A Resolution Approving the Sixth Addendum to Personal Services Agreement with 5280 Strategies, LLC

Mayor Spellman read the title.

This was a housekeeping item.

MOTION TO APPROVE
Alderman Moates MOVED and was SECONDED by Alderman Torres to approve Resolution 79-2017, a Resolution approving the Sixth Addendum to Personal Services Agreement with 5280 Strategies, LLC.

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

J. Resolution 80-2017, A Resolution Adopting the 2018 Holiday Schedule

Mayor Spellman read the title.

This was another housekeeping item.

MOTION TO APPROVE
Alderman Johnson MOVED and was SECONDED by Alderman Bennett to approve Resolution 80-2017, a Resolution adopting the 2018 Holiday Schedule.

MOTION PASSED
There was no discussion and the motion PASSED unanimously.
K. Resolution 81-2017, A Resolution Adopting the 2018 City Council Regular Meeting Schedule

Mayor Spellman read the title.
This was another housekeeping item. Alderman Torres suggested keeping the schedule of the 2nd or 4th meeting for November and December instead of switching it a different week. It was agreed to keep the first meeting in November and December and vacate the second meeting.

MOTION TO APPROVE
Alderman Bennett MOVED and was SECONDED by Alderman Johnson to approve Resolution 81-2017, a Resolution adopting the 2018 City Council regular meeting schedule as amended.

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

L. Resolution 82-2017, A Resolution Approving the 2018 Contract with Pinnacol Assurance for Workers’ Compensation Insurance

Mayor Spellman read the title.
City Clerk/Administrative Services Director Greiner introduced this item and explained the reduction in premiums from 2017 to 2018 of being 15% lower.

MOTION TO APPROVE
Alderman Armbright MOVED and was SECONDED by Alderman Johnson to approve Resolution 82-2017, a Resolution approving the 2018 contract with Pinnacol Assurance for Workers’ Compensation Insurance.

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

M. Resolution 83-2017, A Resolution Approving the Proposal from the Colorado Intergovernmental Risk Sharing Agency (CIRSA) for 2018 Property Casualty Coverage

Mayor Spellman read the title.
City Clerk/Administrative Services Director Greiner said there would be a 3.9% increase over 2017 coverage.

MOTION TO APPROVE
Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve Resolution 83-2017, a Resolution approving the
proposal from the Colorado Intergovernmental Risk Sharing Agency (CIRSA) for 2018 Property Casualty Coverage.

**MOTION PASSED**

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

9. **CITY MANAGER REPORTS:**

City Manager Lewis addressed two items: one was the annual bonus of 3% that the auditors like to see approved in the minutes. A MOTION was made by Alderman Armbright and SECONDED by Alderman Bennett to approve the annual bonus. There was no discussion and the motion **PASSED** unanimously.

The second item was banner approval. Lewis had provided samples of four different banners to choose from each Spring and Winter grouping, only three choices from each could remain. It was decided to remove the bighorn sheep and the orange flower sample.

10. **CITY ATTORNEY:**

City Attorney Hoffmann had nothing to report.

11. **EXECUTIVE SESSION:**

City Attorney Hoffmann recommended item number 2 only for Executive Session for specific legal questions regarding the results of the legislative audit process.

Mayor Spellman announced that even though Council had decided not to celebrate birthdays, he said there comes a time to celebrate certain milestones and overcoming a lot, so he invited everyone to stay to help celebrate Aldermen Bennett’s and Armbright’s birthday with cake!

**MOTION TO ADJOURN INTO EXECUTIVE SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 4:18 p.m. to hold a conference with the City’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

**MOTION PASSED**

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

**MOTION TO ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to adjourn the Executive Session at 4:40 p.m.

**MOTION PASSED**

There was no discussion and the motion **PASSED** unanimously.
12. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council closed at 4:40 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor
RESOLUTION 1-2018
A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE COMPREHENSIVE SIGN PLAN AMENDMENT FOR THE CANYON CASINO
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK 

Resolution No. 1-2018 

TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE COMPREHENSIVE SIGN PLAN AMENDMENT FOR THE CANYON CASINO

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

Section 1. The City Council hereby conditionally approves a Certificate of Appropriateness for the Comprehensive Sign Plan Amendment at the Canyon Casino with the following conditions:

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

B. All existing signs shown in the existing Comprehensive Sign Plan approved on July 24, 2014 shall be removed prior to installation of any new sign;

C. The City of Black Hawk logo is allowed only in the location shown for sign S19 for this temporary sign plan approval; OR The City of Black Hawk logo is not allowed in the location shown as sign S19 and shall be removed from the Amended Comprehensive Sign Plan and not placed on the building;

D. Window wraps shall be removed and a Comprehensive Sign Plan Amendment shall be reviewed and approved prior to the re-opening of the Casino to the public; and

E. The applicant shall submit a request for a license agreement to allow the existing projecting sign that is over the Main Street Right-of-Way on the northeast corner of the building within 30 days of the conditional approval of this certificate of appropriateness.

RESOLVED AND PASSED this 10th day of January, 2018.

_______________________________  
David D. Spellman, Mayor

ATTEST: 

______________________________  
Melissa A. Greiner, CMC, City Clerk
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a Certificate of Appropriateness for a Comprehensive Sign Plan Amendment to replace signs at the Canyon Casino located on property described in Exhibit A and generally located at 131 Main Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, January 10, 2018, at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers, located at 211 Church Street, Black Hawk, CO 80422, or at such other time of place in the event this hearing is adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner
City Clerk

EXHIBIT A

131 Main Street –

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Certificate of Appropriateness: Canyon Casino Comprehensive Sign Plan Amendment (P-17-18)

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

MOTION TO APPROVE Resolution No. 1-2018, a Resolution Conditionally Approving a Certificate of Appropriateness to Amend the Comprehensive Sign Plan for the Canyon Casino. 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, if required.
2. All existing signs shown in the existing Comprehensive Sign Plan approved on July 24, 2014 shall be removed prior to installation of any new sign.
3. The City of Black Hawk logo is allowed only in the location shown for sign S19 for this temporary sign plan approval. OR The City of Black Hawk logo is not allowed in the location shown as sign S19 and shall be removed from the Amended Comprehensive Sign Plan and not placed on the building.
4. Window wraps shall be removed and a Comprehensive Sign Plan Amendment shall be reviewed and approved prior to the re-opening of the Casino to the public.
5. The applicant shall submit a request for a license agreement to allow the existing projecting sign that is over the Main Street Right-of-Way on the north-east corner of the building within 30 days of this approval of a certificate of appropriateness.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk has received an application from the Canyon Casino to amend the Comprehensive Sign Plan for the property located at 131 Main Street. The existing signs will be removed and window wraps depicting historic images of Black Hawk will be placed on all street level windows.

AGENDA DATE: January 10, 2018

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D
                      Vincent Harris, Baseline
DOCUMENTS ATTACHED:
1. Staff Report
2. Land Development Application, Narrative and Comprehensive Sign Plan

RECORD:
[ ]Yes       [ X ]No

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

SUBMITTED BY:  REVIEWED BY:
__________________12/27/2017__________________
Vincent Harris, AICP, Baseline Corporation

__________________12/28/17__________________
Cynthia L. Linker, CP&D Administrator

Jack D. Lewis, City Manager
Staff Report
CITY OF BLACK HAWK
PLANNING / LAND USE

Date prepared: December 27, 2017
Meeting Date: January 10, 2018

STAFF REPORT: Certificate of Appropriateness: Canyon Casino Comprehensive Sign Plan Amendment
For: City Council
Project: P-17-18 Canyon Casino Comprehensive Sign Plan Amendment
Property Address: 131 Main Street, Black Hawk, CO 80422
Applicants: J.J. Garcia for the Canyon Casino
Zoning: Gaming Outstanding Lodging and Dining (GOLD)
Prepared by: Julie Esterl - Baseline Corporation
Approved by: Vincent Harris, AICP - Baseline Corporation
Reviewed by: Cynthia Linker, CP&D Administrator

BACKGROUND:
On September 25, 2017, the City of Black Hawk received an application request for a Certificate of Appropriateness from J.J. Garcia representing the Canyon Casino. The request is for the update of the existing Comprehensive Sign Plan at the Canyon Casino located at 131 Main Street, Black Hawk. The applicant proposes to remove all existing Canyon Casino signs (318 square feet of sign area) from the building, and install window wraps (historic black & white Black Hawk images) that will cover 100% of the street level windows. The Canyon Casino is currently closed for business, and the applicant wishes to block public view into the building during vacancy and future renovation. As the closure and unknown re-opening date of the casino results in a unique situation, Staff feels the removal of existing signs and advertising is appropriate. In addition, the covering of the street level windows will be more attractive and consistent (as compared to vacant windows) with the historic nature of the downtown gaming district. The applicant has indicated that the interior space will occasionally be used to have staff meetings, and during the ongoing excavation projects on this property and the adjacent Dakota property the interior is currently being used as a construction office for the owner and contractor.

Existing Sign Location Map
Existing Sign Details

<table>
<thead>
<tr>
<th>Type</th>
<th>Quantity</th>
<th>Copy</th>
<th>Illumination</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1 Banner Sign</td>
<td>1</td>
<td>Changing</td>
<td>None</td>
<td>32 sq.ft</td>
</tr>
<tr>
<td>#2 Wall Sign</td>
<td>1</td>
<td>Grand Plateau</td>
<td>None</td>
<td>13.31 sq.ft</td>
</tr>
<tr>
<td>#3 Wall Sign</td>
<td>1</td>
<td>Changing</td>
<td>None</td>
<td>5 sq.ft</td>
</tr>
<tr>
<td>#4 Window Sign</td>
<td>1</td>
<td>Canyon Casino</td>
<td>Indirect</td>
<td>1.03 sq.ft</td>
</tr>
<tr>
<td>#5 Window Sign</td>
<td>1</td>
<td>Hours of Operation</td>
<td>Indirect</td>
<td>0.36 sq.ft</td>
</tr>
<tr>
<td>#6 Awning Lettering</td>
<td>1</td>
<td>Canyon Casino</td>
<td>None</td>
<td>1.92 sq.ft</td>
</tr>
<tr>
<td>#7 LED sign</td>
<td>1</td>
<td>Changing</td>
<td>Internal illumination</td>
<td>80.5 sq.ft</td>
</tr>
<tr>
<td>#8 Window Sign</td>
<td>10</td>
<td>Canyon Casino</td>
<td>Indirect</td>
<td>16.3 sq.ft</td>
</tr>
<tr>
<td>#9 Door - Window Insert Sign</td>
<td>G</td>
<td>Canyon Casino</td>
<td>Indirect</td>
<td>9.72 sq.ft</td>
</tr>
<tr>
<td>#10 Door - Window Insert Sign</td>
<td>4</td>
<td>Canyon Casino</td>
<td>Indirect</td>
<td>3 sq.ft</td>
</tr>
<tr>
<td>#11 Awning Lettering</td>
<td>9</td>
<td>Canyon Casino</td>
<td>None</td>
<td>22.68 sq.ft</td>
</tr>
<tr>
<td>#12 Wall Sign</td>
<td>1</td>
<td>Canyon</td>
<td>Internal illumination</td>
<td>51.25 sq.ft</td>
</tr>
<tr>
<td>#13 Wall Sign</td>
<td>1</td>
<td>Canyon Casino</td>
<td>Internal illumination</td>
<td>72 sq.ft</td>
</tr>
<tr>
<td>#14 Trash Can Wrap</td>
<td>6</td>
<td>Canyon Casino</td>
<td>None</td>
<td>22.5 sq.ft</td>
</tr>
<tr>
<td>#15 Door Sign</td>
<td>1</td>
<td>Hours of Operation</td>
<td>None</td>
<td>0.36 sq.ft</td>
</tr>
<tr>
<td>#17 Projecting Sign</td>
<td>2</td>
<td>Canyon</td>
<td>Internal illumination</td>
<td>18.75 sq.ft</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>47</strong></td>
<td></td>
<td></td>
<td><strong>318.68 sq.ft</strong></td>
</tr>
</tbody>
</table>

Proposed Sign Location Map
Proposed Sign Details

<table>
<thead>
<tr>
<th>REF</th>
<th>GRAPHIC</th>
<th>QTY</th>
<th>TYPE</th>
<th>ILLUMINATION</th>
<th>ELEVATION</th>
<th>COPY</th>
<th>SIZE</th>
<th>SQ.FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>51</td>
<td></td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>61.6&quot; x 55.5&quot;</td>
<td>23.70</td>
</tr>
<tr>
<td>52</td>
<td>X-10413</td>
<td>2</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>24.6&quot; x 52.0&quot;</td>
<td>17.33</td>
</tr>
<tr>
<td>53</td>
<td>X-2134</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>61.6&quot; x 55.5&quot;</td>
<td>23.70</td>
</tr>
<tr>
<td>54</td>
<td>X-60941</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>86.0&quot; x 55.5&quot;</td>
<td>22.35</td>
</tr>
<tr>
<td>55</td>
<td>X-2037</td>
<td>2</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>18.5&quot; x 62.0&quot;</td>
<td>13.36</td>
</tr>
<tr>
<td>56</td>
<td>X-2019</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>50.0&quot; x 65.5&quot;</td>
<td>22.35</td>
</tr>
<tr>
<td>57</td>
<td>X-81781</td>
<td>18</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>10.0&quot; x 16.0&quot;</td>
<td>36.0</td>
</tr>
<tr>
<td>58</td>
<td>X-40801</td>
<td>12</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>16.0&quot; x 16.0&quot;</td>
<td>24.0</td>
</tr>
<tr>
<td>59</td>
<td>RNN-025-6261</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>71.0&quot; x 78.0&quot;</td>
<td>38.46</td>
</tr>
<tr>
<td>60</td>
<td>X-2032</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>71.0&quot; x 78.0&quot;</td>
<td>38.46</td>
</tr>
<tr>
<td>61</td>
<td>X-60588</td>
<td>4</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>2 @ 15.0&quot; x 78.0&quot;</td>
<td>16.25</td>
</tr>
<tr>
<td>62</td>
<td>X-34770</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>71.0&quot; x 78.0&quot;</td>
<td>38.46</td>
</tr>
<tr>
<td>63</td>
<td>X-2023</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>71.0&quot; x 78.0&quot;</td>
<td>38.46</td>
</tr>
<tr>
<td>64</td>
<td>X-60600</td>
<td>4</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>2 @ 16.0&quot; x 77.5&quot;</td>
<td>17.22</td>
</tr>
<tr>
<td>65</td>
<td>X-4542</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>42.25&quot; x 78.0&quot;</td>
<td>22.86</td>
</tr>
<tr>
<td>66</td>
<td>X-4542</td>
<td>2</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>34.0&quot; x 72.0&quot;</td>
<td>34.0</td>
</tr>
<tr>
<td>67</td>
<td>X-4542</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>42.25&quot; x 78.0&quot;</td>
<td>22.86</td>
</tr>
<tr>
<td>68</td>
<td>X-2094</td>
<td>4</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>2 @ 16.0&quot; x 77.5&quot;</td>
<td>17.22</td>
</tr>
</tbody>
</table>

Example of Proposed Window Covering
Proposed Black Hawk Logo

The applicant is proposing that the City of Black Hawk logo (sign labeled as S19) replace the existing “Canyon Casino” sign at the peak of the building. Staff is providing an alternative condition that City Council will need to decide if the City logo is to be allowed or not. City Council will need to choose the appropriate condition to include in a motion of approval if the logo is to be allowed or not.

Existing Sign Requiring a License Agreement

In 2014, the previous property owner for this casino was directed to verify if the projecting sign was over the right-of-way by providing an improvements survey indicating the sign location. Recent ALTA surveys demonstrate that indeed the projecting sign does encroach over the Main Street right-of-way and a license agreement is actually necessary. A condition of approval is included with this staff report that will require the applicant and new property owner to work with staff to ensure a license agreement is processed in the near future.
Applicable City of Black Hawk Regulations:

Excerpts from:

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


Sec. 15-13(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 Amendment to the existing Comprehensive Sign Plan (CSP) since they have proposed sign area in excess of the area allowed (324.7 square feet) with a Comprehensive Sign Plan. The recent closure (and unknown re-opening date) of the Canyon Casino results in a unique circumstance. Staff feels the removal and replacement of existing signs advertising the Canyon Casino is appropriate in this instance. This Amended CSP will function on an interim basis until the Canyon Casino brings in another CSP (at a later time) that will include new signage for the future re-opening of the casino.

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. The allowed sign area on this property is 324.7 square feet.

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:
The applicant does not currently have a license agreement to allow the large projecting sign over the Main Street right-of-way. In 2014, the previous property owner for this casino was directed to verify if the projecting sign was over the right-of-way by providing an improvements survey indicating the sign location. Recent ALTA surveys demonstrate that indeed the projecting sign does encroach over the Main Street right-of-way and a license agreement is actually necessary. A condition is included that will require the applicant and new property owner to work with staff to ensure a license agreement is processed in the near future.

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.

(2) Permanent window signage shall meet the requirements as set forth in Section 15-43(8).
(3) Temporary Banner Sign and Special Event Signs:

a. Temporary Banner Sign: One temporary vinyl style banner sign is allowed only if included in an approved Comprehensive Sign Plan. A temporary banner sign shall not count toward the maximum sign area permitted for a given business and shall adhere to the following regulations:

1. There shall not be more than one (1) Temporary Banner Sign attached to the building; and
2. Such sign shall be placed in the approved designated display location on the building and shall be constructed out of high quality material; and
3. Such sign shall be allowed to be made of flexible plastic, cardboard, vinyl, fabric or similar non-rigid water-proof material; and
4. Such sign shall be attached in an inconspicuous manner without zip ties, ropes or other similar visible material; and
5. Such sign shall be adhered to the building with grommets and be attached with nuts, bolts or other similar non-visible fasteners; and
6. Such sign shall not exceed thirty-two (32) square feet in size; and
7. Placement of such sign shall be allowed for thirty (30) consecutive days, six (6) times in a calendar year as specified by the business owner and proper notification to the Planning Department for such days.

b. Special Event Signs: Special Event Signs are allowed only if included in an approved Comprehensive Sign Plan Signs that are related to approved special events as defined in this Chapter 15 and Article X of Chapter 6 (Section 6-332) shall adhere to these regulations and are also subject to approval of a sign permit from the Planning Department and approval by staff, subject to and adhere to the following:

1. Special Event Signs are allowed with the permitted special event provided that the sign area shall be limited to a total of seventy-five (75) square feet and a maximum of three (3) such signs. Such signs must be on private property and securely attached to the wall of a permitted building or permitted structure on the site in a manner that does not allow the sign to wave or flap in any way; and
2. Special Event Signs and any other approved special event associated items shall be located within one-hundred (100) feet of the permitted special event area on the property which must be shown on the Comprehensive Sign Plan and sign permit for the special event.
3. Method of attachment shall be shown in detail in the Comprehensive Sign Plan and no strings, rope or similar attachment item shall be visible from 50 feet or more from such attachment location; and
4. Special Event Signs shall not be placed above the roof line of any building or structure: and.
5. Special Event signs shall not be counted toward the allowed sign area for a property or business.

Staff Comment:
The property abuts the public right-of-way on Main Street for 191 linear feet. According to comprehensive sign plan regulations, Canyon Casino is permitted to have 135% of this linear footage resulting in a total of 258 square feet of allowed sign area. Properties with an approved comprehensive sign plan containing electronic messaging centers are allowed up to 170% of the permitted sign area
(allowed by this calculation method = 324.7 square feet of sign area); however, the proposed sign plan does not include an electronic message sign. This CSP proposes approximately 568 square feet of sign area, which is more than double the allowed area. Because the proposed window signs will be historic in nature, contain no text or advertising, will be installed on a temporary basis, and because the signs are consistent with the Sign Code and the unique circumstances, Staff recommends an allowance for this increase in sign area for this Certificate of Appropriateness for a temporary duration until a business opens in this building in the future.

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
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 signage 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; and

Staff Comment:
While the window wraps will cover 100% of the street level windows, they are compatible with surrounding properties because of their historic nature and because they will contain no text or advertising. The images on the signs are black and white and the signs/images will not over-encumber the façade of the subject building and will complement the existing historic character, architecture and imagery. The proposed signs/images meet the objectives of the City's standards, and the proposed sign plan meets the purpose, on a temporary basis, of the comprehensive sign plan program.
STAFF COMMENTS:
Staff from Baseline Corporation has reviewed and evaluated the prepared Comprehensive Sign Plan Amendment provided for the Canyon Casino and finds the document to be consistent with the intent of the Sign Code.

Staff recommends that the Certificate of Appropriateness for the proposed Comprehensive Sign Plan Amendment for the Canyon 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, if required.

2. All existing signs/lettering shown in the existing Comprehensive Sign Plan approved on July 24, 2014 shall be removed prior to installation of any new sign.

3. The City of Black Hawk logo is allowed only in the location shown for sign S19 for this temporary sign plan approval. **OR** The City of Black Hawk logo is not allowed in the location shown as sign S19 and shall be removed from the Amended Comprehensive Sign Plan and not placed on the building.

4. Window wraps shall be removed and a Comprehensive Sign Plan Amendment shall be reviewed and approved prior to the re-opening of the Casino/business to the public.

5. The applicant shall submit a request for a license agreement to allow the existing projecting sign that is over the Main Street Right-of-Way on the north-east corner of the building within 30 days of this approval of a certificate of appropriateness.

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 signage that is 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 signage 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 considers a *MOTION TO APPROVE WITH CONDITIONS* a Certificate of Appropriateness for a Comprehensive Sign Plan Amendment. 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, if required.

2. All existing signs shown in the existing Comprehensive Sign Plan approved on July 24, 2014 shall be removed prior to installation of any new sign.

3. The City of Black Hawk logo is allowed only in the location shown for sign S19 for this temporary sign plan approval. **OR** The City of Black Hawk logo is not allowed in the location shown as sign S19 and shall be removed from the Amended Comprehensive Sign Plan and not placed on the building.

4. Window wraps shall be removed and a Comprehensive Sign Plan Amendment shall be reviewed and approved prior to the re-opening of the Casino to the public.

5. The applicant shall submit a request for a license agreement to allow the existing projecting sign that is over the Main Street Right-of-Way on the north-east corner of the building within 30 days of this approval of a certificate of appropriateness.

Attachments:
- Land Development Application with Applicant’s narrative and Comprehensive Sign Plan
Applicant’s Submittal
DATE: 9/25/2017

APPLICANT NAME: Canyon Casino
APPLICANT ADDRESS: 131 Main St Black Hawk CO 80422
APPLICANT MAILING ADDRESS: PO Box 50 Black Hawk CO 80422
APPLICANT CONTACT NUMBER 303-582-6391 EMAIL ADDRESS: jgarcia@bhwk.com
PROPERTY OWNER NAME: Jeff Jacobs
PROPERTY OWNER ADDRESS: 17301 W Colfax Ave STE 250 Golden Co 80401
PROPERTY OWNER MAILING ADDRESS: Same
PROPERTY OWNER CONTACT NUMBER: 303-215-5200 EMAIL ADDRESS:
PROJECT NAME: Comprehensive Sign Package submission
PROJECT ADDRESS: 131 Main St Black Hawk CO 80422
PROJECT DESCRIPTION: Remove existing signage that says Canyon Casino from Building
IS PROPERTY WITHIN CITY LIMITS: YES ☐ NO ☐
PRESENT ZONING: ___________________ CURRENT USE: Commercial Casino
 NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): N/A
 NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): N/A
GILPIN COUNTY ASSESSOR J. D. NO.(S): ___________ EXISTING PROPERTY SIZE: _______ AC ☐ or SF ☐
(PLEASE ATTACH A COPY OF SURVEY/PLAT.)
EXISTING BUILDING SIZE: ___________ SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS:

APPLICANT READ AND ACKNOWLEDGE THE FOLLOWING

FOR INFORMATIONAL PURPOSES, SECTION 16-370 OF THE BLACK HAWK MUNICIPAL CODE
ESTABLISHES THE REQUIREMENT FOR APPLICANT 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 COMMUNITY
PLANNING AND DEVELOPMENT FOR CLARIFICATION.

APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:

I, as the applicant, 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 and their consultants 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, the adopted Black Hawk Fee
Schedule 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 and all fees associated with processing this
application and further agree to pay City of Black Hawk invoices associated with the processing of this application.

A complete submittal is a minimum of five (5) hard copy sets and one electronic in PDF format must accompany application.

SIGNATURE OF APPLICANT: Garcia, JJ DATE: 9/25/2017
City of Black Hawk
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615  Fax: 303-582-2239

CONSULTANTS AND CITY STAFF REVIEW ONLY. DO NOT WRITE BELOW THIS LINE.

All Submittal attachments included? Yes □ No □ additional paperwork needed (see last page) □
Public Hearing Required with City Council? Yes □ No □ Administrative Approval: Yes □ No □

Date submitted: ___________________________ Date deemed complete: ___________________________

ACTION REQUESTED (COMPLETED BY CONSULTANTS OR CITY STAFF):

☐ 1. ANNEXATION OF ________ ACRES OF LAND AND ________ ACRES OF RIGHT-OF-WAY

☐ 2. ZONING/REZONING: FROM: ________ TO: ________

☐ 3. PLANNED UNIT DEVELOPMENT (AMENDMENT)

☐ 4. FINAL PLAT: _____ EXISTING LOTS _____ PROPOSED LOTS

☐ 5. MINOR PLAT

☐ 6. SPECIAL USE PERMIT

☐ 7. VACATION OF EASEMENT: ________ RIGHT-OF-WAY: ________

☐ 8. VARIANCE

☐ 9. BOUNDARY LINE AGREEMENT

☐ 10. ROADWAY EASEMENT

☐ 11. CHANGE OF USE

☐ 12. CERTIFICATE OF OCCUPANCY

☐ 13. TEMPORARY CONSTRUCTION EASEMENT

☐ 14. LICENSE AGREEMENT

☐ 15. AIR SPACE EASEMENT

☐ 16. SITE DEVELOPMENT PLAN

☐ 17. CERTIFICATE OF APPROPRIATENESS

☐ 18. TEMPORARY USE PERMIT

☐ 19. FEMA ELEVATION CERTIFICATE

☐ 20. FLOOD PLAIN DEVELOPMENT PERMIT

☐ 21. COMPREHENSIVE SIGNAGE PLAN/SIGN PERMIT

☐ 22. BOARD OF APPEALS

REVIEW TO BE COMPLETED BY:

☐ City Attorney

☐ City Surveyor – CCS Consulting

☐ Baseline Corporation

☐ SAFEbuilt

☐ Community Planning and Development

☐ Public Works

☐ Black Hawk Fire Department

☐ Black Hawk Police Department

☐ Black Hawk/Central City Sanitation District

Rev. 2016-02-02
POTENTIAL SUBMITTAL DOCUMENTS REQUIRED IF SELECTED BY CONSULTANTS OR CITY STAFF

1. One legible copy (no faxed copies) of the recorded Warranty Deed(s), or other such recorded documents, reflecting current ownership and any recorded copies of all documents references within the Warranty Deed(s).

2. If dedications to the City are to be made, one legible copy (no faxed copies) of the recorded Deed(s) of Trust, mortgage(s) and/or assignments to any and all lending agencies or individuals, including recorded legible copies of any document(s) referenced within the text.

3. If the applicant is someone other than the current owner, a notarized letter of authorization empowering the applicant to act on behalf of the owner.

4. A title commitment guaranteeing clear title, including legible, recorded copies of all documents referenced within the title commitment by book and page or reception number. The title commitment must have an “Effective date” no earlier than two weeks prior to the date of the Land Use Pre-Planning Application is submitted.

5. If the owner or lender is a corporation, a joint venture, or a partnership, an authorization of signatures (official verification that the signatures are authorized to sign up on behalf of the corporation, joint venture or partnership) will be required in the form of:
   - A copy of the Articles of Incorporation and/or Corporate Bylaws, or a copy of the Partnership or Operating agreement, which identifies by proper name and title those authorized to sign on the corporation, joint venture or partnership’s behalf, or
   - A certified corporate resolution by the board of directors specifically identifying and authorizing the signatories.

6. A detailed written description of the request. Include Structures location, size and general design.

7. Annexation Petition.

8. Annexation Plat.

9. Site Development Plan: prepared in accordance with the Black Hawk Zoning Ordinance.

10. Planned Unit Development (PUD): prepared in accordance with the Black Hawk Zoning Ordinance or conceptual site plan for rezoning proposals to non-Planning Unit Development zone district.

11. Preliminary Map: prepared in accordance with the Black Hawk Subdivision Ordinance.

12. Final Plat: prepared in accordance with the Black Hawk Subdivision Ordinance.

13. ALTA Survey of property showing the property dimensions, existing structures, existing vegetation, adjacent roadways, etc.

14. Lot Line Adjustment Plat: prepared in accordance with the Black Hawk Subdivision Ordinance.

15. One copy of the Traverse Closure Sheet(s) which include the external boundary and all internal lots, and street centerlines.

16. Preliminary Drainage Report: prepared in accordance with the Black Hawk Regulations.

17. Final Drainage Report: prepared in accordance with the Black Hawk Regulations.

18. Geological Report: prepared in accordance with the Black Hawk Subdivision Ordinance.

19. Final Traffic Study: prepared in accordance with the Black Hawk Transportation Regulations.

20. Final Grading and Erosion Control Plan; prepared in conformance with the Black Hawk Regulations.


22. Quantities Estimates for Public Improvements including an 8-1/2 x 11” location map.

23. Subdivision Agreement (SA) Information Sheet, if the SA is to be signed by someone other than the current owner of the property.

24. A written legal description prepared by a registered land surveyor if property is not part of an approved Subdivision.


26. Other forms and applications:

Comprehensive Site Plan (CSP) Document that shows the property/built dimensions and location of any/all desired signage including any window signs proposed.

Use the Previous Caneon CSP Approved in 2014 as a basis for property/building size. Use the Previous Glenwood CSP Plan as a basis for formatting your new CSP for this Caneon Parcel. Further understanding of the future of the Caneon property with future time lines and development concepts is needed by staff to best understand how the new CSP will be reviewed and analyzed.
COMPREHENSIVE SIGN PLAN
SEPTEMBER 8, 2017
<table>
<thead>
<tr>
<th>REF</th>
<th>GRAPHIC</th>
<th>QTY</th>
<th>TYPE</th>
<th>ILLUMINATION</th>
<th>ELEVATION</th>
<th>COPY</th>
<th>SIZE</th>
<th>SQ/FT</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1</td>
<td>Call Number RMN-025-6251</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>61.5&quot; X 55.5&quot;</td>
<td>23.70</td>
</tr>
<tr>
<td>S2</td>
<td>Call Number X-19413</td>
<td>2</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>24.0&quot; X 52.0&quot;</td>
<td>17.33</td>
</tr>
<tr>
<td>S3</td>
<td>Call Number X-2134</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>61.5&quot; X 55.5&quot;</td>
<td>23.70</td>
</tr>
<tr>
<td>S4</td>
<td>Call Number X-60941</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>58.0&quot; X 55.5&quot;</td>
<td>22.35</td>
</tr>
<tr>
<td>S5</td>
<td>Call Number X-2037</td>
<td>2</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>18.5&quot; X 52.0&quot;</td>
<td>13.36</td>
</tr>
<tr>
<td>S6</td>
<td>Call Number X-2019</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>58.0&quot; X 55.5&quot;</td>
<td>22.35</td>
</tr>
<tr>
<td>S7</td>
<td>Call Number X-61781</td>
<td>18</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>18.0&quot; X 16.0&quot;</td>
<td>36.0</td>
</tr>
<tr>
<td>S8</td>
<td>Call Number X-60801</td>
<td>12</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>18.0&quot; X 16.0&quot;</td>
<td>24.0</td>
</tr>
<tr>
<td>S9</td>
<td>Call Number RMN-025-6251</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>71.0&quot; X 78.0&quot;</td>
<td>38.46</td>
</tr>
<tr>
<td>S10</td>
<td>Call Number X-2032</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>71.0&quot; X 78.0&quot;</td>
<td>38.46</td>
</tr>
<tr>
<td>S11</td>
<td>Call Number CHS.X4488</td>
<td>4</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>2 @ 15.0&quot; X 79.0&quot;</td>
<td>16.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2 @ 34.0&quot; X 71.25&quot;</td>
<td>33.65</td>
</tr>
<tr>
<td>S12</td>
<td>Call Number CHS.X4770</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>71.0&quot; X 78.0&quot;</td>
<td>38.46</td>
</tr>
<tr>
<td>S13</td>
<td>Call Number X-2023</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>71.0&quot; X 78.0&quot;</td>
<td>38.46</td>
</tr>
<tr>
<td>S14</td>
<td>Call Number X-60800</td>
<td>4</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>2 @ 16.0&quot; X 77.5&quot;</td>
<td>17.22</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2 @ 34.0&quot; X 71.25&quot;</td>
<td>33.65</td>
</tr>
<tr>
<td>S15</td>
<td>Call Number X-4542</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>42.25&quot; X 78.0&quot;</td>
<td>22.86</td>
</tr>
<tr>
<td>S16</td>
<td>Call Number X-4542</td>
<td>2</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>34.0&quot; X 72.0&quot;</td>
<td>34.0</td>
</tr>
<tr>
<td>S17</td>
<td>Call Number X-4542</td>
<td>1</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>42.25&quot; X 78.0&quot;</td>
<td>22.86</td>
</tr>
<tr>
<td>S18</td>
<td>Call Number X-2064</td>
<td>4</td>
<td>WINDOW DECAL</td>
<td>NON ILLUMINATED</td>
<td>NORTH ELEVATION &amp; SITE PLAN</td>
<td>N/A</td>
<td>2 @ 16.0&quot; X 77.5&quot;</td>
<td>17.22</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2 @ 34.0&quot; X 71.25&quot;</td>
<td>33.65</td>
</tr>
</tbody>
</table>

**TOTAL:** 58

City Of Black Hawk Logo to replace previous Illuminated Canyon Casino Sign @ 72sq.ft. 568.05
Addendum to Canyon Casino Comprehensive Sign Package

Why applicant is doing/proposing this concept?

Removal of all Canyon Casino signage in attempt for the building to not look like a closed casino.

How long these images are expected to be in the windows?

At this point we have no foreseeable timeline that we can propose. These images will be on the windows for the foreseeable future.

How/when does the applicant intend to reopen the building to a use that is allowed on the property?

There has been no timeline established.

Explanation as to what the building is going to be used for while the window wraps are placed on it?

We have no plans for use of the building besides storage and meeting space. At the current time it is being used as the construction office until the parking garage is built. No plans thereafter.
RESOLUTION 4-2018
A RESOLUTION
APPROVING THE
SERVICE AGREEMENTS
FOR VEHICLE TOWING SERVICES
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 4-2018  

TITLE: A RESOLUTION APPROVING THE SERVICE AGREEMENTS FOR VEHICLE TOWING SERVICES  

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

Section 1. The City Council hereby approves the Service Agreements for Vehicle Towing Services attached hereto collectively as Exhibit A (the “Agreements”), and authorizes the Mayor to sign the Agreements on behalf of the City  

RESOLVED AND PASSED this 10th day of December, 2018.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: Resolution approving the service agreement for vehicle towing services between the City of Black Hawk and authorized towing contractors.

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

MOTION TO APPROVE Resolution 4-2018, A Resolution approving the service agreements for vehicle towing services.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City currently enters into annual agreements with authorized towing companies who provide towing and related services for City-owned vehicles and police tows. This year’s agreement has been modified from previous agreements to allow the City to automatically renew the agreements for one-year periods beginning January 1, 2018 through December 31, 2018. The agreements will automatically renew in subsequent years provided the contractors provide satisfactory service. If the contractor fails to meet the obligations under the agreement the City may “non-renew” the agreement on or before November 1st of the preceding year. The Black Hawk Police Department currently uses three towing contractors (Black Hawk Towing, Help Towing and D&J Towing) on a rotational basis, but we do not limit the number of contractors who may provide service to the City. In fact, Scorpion Towing and Recovery will be added to our rotation list in 2018.

AGENDA DATE: January 10, 2018
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No
STAFF PERSON RESPONSIBLE: Chief Stephen Cole
DOCUMENTS ATTACHED: Resolution and Service Agreements
RECORD: [ ] Yes [ X ] No
CITY ATTORNEY REVIEW: [ X ] Yes [ ] N/A

SUBMITTED BY: Stephen Cole, Police Chief
REVIEWED BY: Jack D. Lewis, City Manager
SERVICE AGREEMENT
CITY OF BLACK HAWK, COLORADO

TITLE: VEHICLE TOWING SERVICES

CONTRACT NO.:
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section I</td>
<td>General Terms and Conditions</td>
</tr>
<tr>
<td>Section II</td>
<td>Obligations of the City and the Contractor</td>
</tr>
<tr>
<td>Section III</td>
<td>Special Conditions</td>
</tr>
<tr>
<td>Section IV</td>
<td>Payment and Fee Schedule for Towing Services</td>
</tr>
<tr>
<td>Section V</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>Section VI</td>
<td>Change Orders or Extensions</td>
</tr>
<tr>
<td>Section VII</td>
<td>Charter, Laws and Ordinances</td>
</tr>
<tr>
<td>Section VIII</td>
<td>Equal Employment Opportunity</td>
</tr>
<tr>
<td>Section IX</td>
<td>Termination of Contract</td>
</tr>
<tr>
<td>Section X</td>
<td>Miscellaneous</td>
</tr>
<tr>
<td>Exhibit A</td>
<td>Requirements of the Contractor</td>
</tr>
</tbody>
</table>
AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ____________, 20__, by and between the City of Black Hawk, Colorado (the "City") and ___________ (the "Contractor").

WITNESSETH:

WHEREAS, the City intends that the Contractor shall provide towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto;

WHEREAS, it is in the best interests of the public that the City designate the Contractor to provide towing and related services to the City; and

WHEREAS, the Contractor agrees to provide all authorized towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto.

NOW, THEREFORE, the City and the Contractor, for the consideration hereinafter set forth, agree as follows:

SECTION I. GENERAL TERMS AND CONDITIONS

A. This Agreement shall be effective 12:01 a.m., on the ___ day of ____, 20___, and shall continue for a period of one (1) year. If the Contractor's service is satisfactory during this period of time, the City reserves the right to renew this Agreement for additional one-year terms in accordance with Section IX of this Agreement.

B. All work performed by the Contractor shall be authorized by a duly authorized officer, agent or representative of the City prior to the Contractor undertaking performance. This Agreement does not guarantee to the Contractor any work or create an exclusive contract.

C. The Contractor shall inform the City in writing of any subcontractors or firms hired by the Contractor to perform work in connection with this Agreement and shall keep the City informed of any changes. Unless approved in writing by the City, subcontractors may only be used to perform work in unusual circumstances, and shall not be used to substitute for the minimum equipment required by this Agreement. The Contractor shall be responsible for the performance of any subcontractor or firm hired by the Contractor. Nothing contained herein shall create any contractual relationship between the City and a subcontractor or a firm hired by the Contractor.

D. The Contractor and its personnel shall remain the agents and employees of the Contractor and are not, nor shall be construed to be, agents or employees of the City even though the City may use their services under the terms of this Agreement.
E. The Contractor shall be responsible for any injury to persons or damage to property from negligent acts, errors or omissions of the Contractor, its subcontractors, agents and employees.

SECTION II. OBLIGATIONS OF THE CITY AND THE CONTRACTOR

The City shall:

A. Provide full information, including a detailed scope as to its service requirements.

B. Give prompt notice to the Contractor whenever the City observes or otherwise becomes aware of any discrepancies in the services provided and the services requested.

C. Furnish or direct the Contractor to provide at the City's expense any necessary additional services.

The Contractor shall:

A. Perform services as provided within this Agreement and "Requirements of Contractor" attached hereto as Exhibit A and incorporated herein by this reference and

B. Obtain a City of Black Hawk Business License pursuant to Article 1 of Chapter 6 of the Black Hawk Municipal Code.

SECTION III. SPECIAL CONDITIONS

A. The Contractor shall be licensed by the Colorado Public Utilities Commission (the "PUC") and it must comply at all times with the rules and regulations promulgated by the PUC. Revocation of the license by the PUC will subject this Agreement to immediate termination. Also, all towing vehicle operators must possess a valid Colorado Driver's License of the proper class.

B. The Chief of Police and the Contractor shall review claims for loss or damage settled by the Contractor. If substantiated, the Contractor shall pay all claims. If the City is advised of a claim, they will advise the Contractor of the claim and the same procedure of review and settlement stated above will apply.

C. The City shall not deputize the Contractor, its drivers or its employees, nor shall any of the Contractor's vehicles or trucks be required to carry flashing red lights. All vehicles and trucks shall be operated in compliance with all traffic regulations of the City, unless otherwise directed by a City of Black Hawk police officer.

D. In order to assure acceptable standards of performance, it is specifically agreed and understood that the City has entered into this Agreement in reliance on its inspection and investigation of the establishment, facilities, business reputation and other general qualifications of the Contractor. In order to assure that these standards of performance are maintained during
the term of this Agreement, there shall be no change in ownership of the Contractor without the prior approval of the City.

SECTION IV. PAYMENT AND FEE SCHEDULE FOR TOWING SERVICES

The Contractor agrees to accept as full payment for towing services the following amounts of compensation:

**TOWING CHARGES**

<table>
<thead>
<tr>
<th>Business Hours</th>
<th><strong>DAYS</strong></th>
<th><strong>NIGHTS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8:00 a.m.</td>
<td>5:01 p.m.</td>
</tr>
<tr>
<td></td>
<td>to 5:00 p.m.</td>
<td>to 7:59 a.m.</td>
</tr>
</tbody>
</table>

Private Property fees: set by PUC

All other fees: Black Hawk fees will be consistent with approved fees established by the Colorado State Patrol’s annual fee review, and consistent with the Towing Carrier Rules as the same as adopted by the Colorado Public Utilities Commission as amended from time to time. Contractor will provide City with a copy of approved fees annually.

A. The amounts set forth above shall be firm for a period of one (1) year. All fees will be collected at the Contractor's office.

B. If the City requests a vehicle to be impounded, the Contractor shall collect at its office the fees for the towing and storage of the vehicle from the vehicle owner or other person authorized to receive the vehicle. The fees collected shall be in the amounts set forth above. If the tow sheet "Police Hold" box is not checked, the vehicle can be released to the Registered Owner or authorized person without verbal or written authorization from the Chief of Police or his designee for that vehicle. Police Holds shall be released in writing from the Chief of Police or his designee. Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall not accrue storage charges during the first 7 days of the vehicle is held. After the initial 7 days a maximum of 60 days storage can be charged. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless a supervisor of the Chief of Police or his designee determines that these charges should be paid by the City.

C. Releases of impounded vehicles shall be by appointment only. The regular hours of the impound lot shall be from 8:00 a.m. until 5:00 p.m., Monday through Friday. If a vehicle cannot be picked up during regular business hours, there shall be an after-hours/weekend charge of $66.00 for the release of a vehicle.

D. Each month the Chief of Police or his designee shall pay the Contractor for all authorized services performed for the City. The sum shall be calculated according to the charges set forth above.
SECTION V. INSURANCE REQUIREMENTS

A. The parties understand and agree that the City is relying on the Colorado Governmental Immunity Act, § 24-10-101, et seq., 10A C.R.S., as amended, and it does not waive nor intend to waive by any provision of this Agreement, the monetary limitations, or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

B. The Contractor shall procure and maintain, and shall require any subcontractor to procure and maintain, the minimum insurance coverage listed below. The coverage shall be procured and maintained from a company satisfactory to the City and in a form satisfactory to the City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor during the period of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. The Contractor shall provide and maintain the following minimum coverage:

1. Workers' compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and employer's liability insurance, with minimum limits of six hundred thousand dollars ($600,000) - each accident, six hundred thousand dollars ($600,000) disease - policy limit, and six hundred thousand dollars ($600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. General liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including independent contractors, products, and completed operations). The policy shall contain a severability of interest provision.

3. Comprehensive automobile liability insurance with minimum limits of six hundred thousand dollars ($600,000) for each person and one million dollars ($1,000,000) for each occurrence.

D. The one million dollars general liability insurance policy shall be endorsed to include the City and the City's officers and employees as additional insured. Every policy stipulated above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the worker's compensation policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required under this Agreement.
E. The certificate of insurance shall be completed by the Contractor's insurance agent and shall be reviewed and approved by the City prior to commencement of the Agreement. The certificate shall evidence that the policies meet the required coverage, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City Clerk's Office  
City of Black Hawk  
P.O. Box 68  
Black Hawk, CO 80422

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may off-set the cost of the premiums against any monies due to the Contractor from the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

SECTION VI. CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of the services the Contractor performs. All changes in service shall be incorporated in written Change Orders to this Agreement, including any changes in the increase or decrease of the amount of the Contractor's compensation. All Change Orders shall be mutually agreed upon by and between the City and the Contractor.

SECTION VII. CHARTER, LAWS AND ORDINANCES

During the term of this Agreement the Contractor agrees to observe all federal and state laws, the City of Black Hawk's Ordinances and Charter, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.
SECTION VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees. The Contractor shall ensure that the employees are treated, during employment, without regard to their race, color, religion, sex or national origin. The Contractor shall not discriminate when employing, upgrading, demoting, transferring, recruiting, terminating, compensating, or training an employee. This list is by way of example and not limitation. Furthermore, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the city, state and federal agencies may require.

E. The Contractor agrees to comply with such rules, regulations, and guidelines as the city, the state, or federal agencies may issue to prevent discrimination based upon race, color, religion, sex or national origin.

SECTION IX. TERM AND TERMINATION OF CONTRACT

A. The Term of this Agreement shall be from January 1, 2018 until December 31, 2018. The Agreement shall renew automatically for the following year unless the City or Contractor provide notice to the other party of non-renewal on or before November 1 of the preceding year.

B. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, or if the work is not being performed in accordance with the rules and regulations of the PUC, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of termination.

C. The Contractor agrees to perform all services to the satisfaction of the City. If, in the opinion of the City, the Contractor's performance is unsatisfactory, the City reserves the right to terminate this Agreement by giving fifteen (15) days' written notice to the Contractor of such termination.
D. If this Agreement is terminated for any reason, all finished or unfinished services, reports, or other material prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

SECTION X. MISCELLANEOUS

A. This Agreement consists of this Agreement, Exhibit A and such written addenda hereto as the parties subsequently agree shall be in effect.

B. The services contemplated under this Agreement shall not be assigned, sublet or transferred without the prior written consent of the City.

C. Any notice required under this Agreement shall be sent to the parties as follows:

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

Contractor:
Black Hawk Towing
1826 Virginia Canyon Rd
PO Box 577
Central City, CO 80427

D. The captions and headings in this Agreement are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of this Agreement.

E. This Agreement shall be construed under the laws of the State of Colorado.

F. If any of the terms of this Agreement are in conflict with any rule of law or statutory provision of the State of Colorado, then the terms of this Agreement which may conflict with such laws shall be deemed inoperative and null and void to the extent they may be in conflict therewith, but the remaining provisions of this Agreement shall remain in full force and effect.

G. ILLEGAL ALIENS.

1. Prohibited Acts. Contractor shall not:

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

b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
2. Verification.
   
a. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.
   
b. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
   
c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:
      
      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
      
      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
   
3. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.
IN WITNESS WHEREOF, the City of Black Hawk and the Contractor have caused this Agreement to be executed this 21st day of December, 2017.

CITY OF BLACK HAWK, COLORADO

By: _____________________________
    David Spellman, Mayor

ATTEST:

Jeannie Mag no, City Clerk
Melissa A. Greiner

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONTRACTOR

By: _____________________________
    BLACK Hawk Tow ing

Name: ___________________________

Title: OWNER
EXHIBIT A

REQUIREMENTS OF THE CONTRACTOR

A. Protection and Handling of Vehicles

It shall be the duty of the Contractor to protect all motor vehicles in its custody, and the Contractor shall be liable for any loss or damage caused by the negligence of its employees, agents, or servants. All vehicles must be towed in accordance with the manufacturer's specifications.

Vehicles to be stored by the Contractor shall be secured at the scene of the tow and removed directly to the Contractor's lot. The Contractor understands and agrees that the City will not be responsible for any fees associated with storage of any vehicle on the Contractor's lot. The vehicle shall not be opened or tampered with while enroute. Upon arrival at the lot, entrance and access to the vehicle shall be limited to: wheel tie-down equipment removal, locking of transmission gear or only as required by the performance of legitimate business.

All personal property is to remain in the vehicle once the vehicle is in the custody of the towing agency and shall be secured inside that vehicle and be the responsibility of the towing agency while the vehicle is in their custody.

Vehicles towed as evidence will be delivered to a locked storage area located at the Contractors place of business or any other location specified by the Chief of Police or his designee and will be accompanied by the Chief of Police or his designee until they are appropriately secured.

After any evidence processing has been completed, the City will notify the owner to pick-up their vehicle. If the owner should fail to do so within seventy-two (72) hours, excluding weekends and holidays, the City will request vehicle removal from the City's lot by the Contractor to the Contractor's storage lot. All expenses incurred from the time the vehicle is picked-up at the City's lot will be at the owner's expense. The expenses are, but are not limited to, towing, special equipment needs and/or storage. The failure of the owner to recover the vehicle at the City's lot will cause the vehicle to be considered abandoned and will be treated as such by the Contractor from that time on.

The Contractor is required to store all other vehicles impounded during the term of the Contractor's Agreement with the City until such vehicles are lawfully released, sold or disposed of as prescribed in Colo. Rev. Stat. § 42-4-1801 to 1815.

B. Removing Debris

The Contractor's tow unit operator shall be required to remove all glass and debris deposited upon the roadway by the disabled vehicle that he has received authorization to
tow. In addition, any grease or oil slick deposited on the roadway must be covered with dirt or a grease absorbing material. All spills shall be handled in accordance with all existing rules and regulations as prescribed by the E.P.A. and under the direction of the Black Hawk Fire Department.

C. **Property in Vehicles**

The Contractor shall immediately notify the Chief of Police or his designee of the existence of any property of substantial value that is found in any vehicle towed at the request of the Chief of Police or his designee. Substantial value for the purposes of this paragraph shall be properly estimated by the Contractor to be in excess of four hundred dollars ($400.00) in value. After said notification, the Contractor will request that the Chief of Police or his designee be dispatched to take custody of any such property. All other property of little or no value left inside abandoned vehicles may be disposed of at the discretion of the Contractor, after the abandoned vehicle process is completed and said vehicle is available for sale or destruction.

D. **Suspected Criminal Activity**

Tow operators and their dispatchers, acting in the course of their duties as defined by this document, shall immediately inform the Chief of Police or his designee whenever they observe or learn about any activity of a suspected criminal nature or any other circumstance that reasonably appears to require police action.

E. **Response Time**

If a tow unit is unable to respond within forty-five (45) minutes to any official request from the City for any reason, the Contractor shall so inform the requesting City department and will state the reason for the inability to respond to the request and the estimated response time. If deemed necessary by the requesting department or the Contractor, a call to another tow company to respond to that tow may be initiated. The Contractor shall bear any and all additional costs related to the hiring and use of another firm's tow unit(s) if that firm is outside of those contracted by the City and under this same contract. It is the responsibility of the Contractor to arrange for the use of another firm's tow unit(s) for any emergency situation that causes the Contractor to be unable to respond to the City's request for services. If employing another tow service is caused by the failure of the Contractor to maintain the required number of operating tow units as stated in this document (Section "L"), the Contractor shall bear any and all additional expense of hiring another firm's tow units. Such an occurrence could cause cancellation of the towing services, unless the City receives a written report detailing the mitigating circumstances and accepts the reasons therein. Any vehicle towed by any other towing company for the Contractor shall be stored at the Contractor's cost.
F. Business Hours

The Contractor's lot shall be open, at a minimum, from 8:30 a.m. to 4:30 p.m., Monday through Friday, to release vehicles to those persons authorized to receive them. An after hours release shall be at the discretion of the Contractor, unless a release is specifically requested by the Chief of Police or his designee. The Contractor is entitled to take holidays in accordance with the City's holiday schedule; however, the Contractor is responsible for providing twenty-four (24) hour, seven (7) days-a-week towing service for the City in emergencies and as deemed necessary by the Chief of Police or his designee. Releases of vehicles shall be done by appointment, whether during normal lot hours, or after hours and on weekends.

G. Fee Collection

The Contractor shall collect fees for the towing and storage of vehicles requested to be impounded by the City, however, the City shall not be responsible for the payment of any fees associated with vehicle storage on the Contractor's lot. The fees collected shall be in the amounts set forth in the Agreement.

The amounts shown in the Agreement shall be firm for a period of one (1) year. All fees will be collected at the Contractor's office.

No fees shall be accepted by the Contractor on any vehicle impounded by the Chief of Police or his designee unless proper written authorization for release has been obtained for the vehicle.

H. Rates and Charges

Each month the Chief of Police or his designee shall transfer to the Contractor a sum calculated according to the charges set forth in the Agreement and contracted to, for services performed by the Contractor for the City of Black Hawk.

Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall accrue no storage fees chargeable to the City during the period for which the vehicle is held. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless the Chief of Police or his designee determines that these charges should be paid by the City.

I. Disposal of Abandoned Vehicles

Vehicle disposal by the Contractor will be accomplished in the manner set forth by state statutes on the required Report of Abandoned Vehicle Form prescribed and supplied by the Colorado Department of Revenue.
J. **Service Log**

A log of all services performed for the City shall be maintained at the office of the Contractor and shall be available for inspection by City personnel during normal business hours as per PUC. For each City tow service, the log shall contain the following minimums:

1. Date of activity;
2. Time;
3. Location;
4. Vehicle/item description (make, model, year, color(s), license number or
5. Disposition of vehicle/item;
6. Total towing charges; and
7. Name of tow truck operator and tow truck number.

K. **Storage Lot**

The Contractor's storage lot shall be within a twenty-five (25) mile radius of the City of Black Hawk.

The Contractor shall provide sufficient lot space to accommodate a minimum of thirty (30) towed vehicles per month. The lot shall be equipped with appropriate locks and sufficient lighting to ensure the security of the vehicles towed at the City's request.

L. **Towing Unit Requirements**

The Contractor shall have at least two (2) towing vehicles, including one (1) operable four-wheel drive vehicle, in their fleet of vehicles. Subcontractors may not be used to meet this minimum requirement.

A heavy-duty towing unit will be used whenever a vehicle to be towed has three (3) or more axles or has a gross weight in excess of ten thousand (10,000) pounds. A heavy-duty tow unit may also be requested by the Chief of Police or his designee if he feels a heavy-duty tow is warranted. The Contractor with this capability will be given these tows. If more than one (1) Contractor has this capability, these types of tows will be rotated between them.

Towing units will be required to safely tow vehicles in accordance with normally accepted towing procedures.

Minimum towing vehicle requirements are dolly and winching capabilities, as promulgated by the PUC, as those requirements may be amended.

Each tow vehicle must carry adequate supplies to accomplish debris removal (Section "B").
The Contractor must be able to return vehicles to an upright towable position, safely, for removal in a reasonable amount of time.
SERVICE AGREEMENT
CITY OF BLACK HAWK, COLORADO

TITLE: VEHICLE TOWING SERVICES
CONTRACT NO.: 

12/20/2017
**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section I</td>
<td>General Terms and Conditions</td>
</tr>
<tr>
<td>Section II</td>
<td>Obligations of the City and the Contractor</td>
</tr>
<tr>
<td>Section III</td>
<td>Special Conditions</td>
</tr>
<tr>
<td>Section IV</td>
<td>Payment and Fee Schedule for Towing Services</td>
</tr>
<tr>
<td>Section V</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>Section VI</td>
<td>Change Orders or Extensions</td>
</tr>
<tr>
<td>Section VII</td>
<td>Charter, Laws and Ordinances</td>
</tr>
<tr>
<td>Section VIII</td>
<td>Equal Employment Opportunity</td>
</tr>
<tr>
<td>Section IX</td>
<td>Termination of Contract</td>
</tr>
<tr>
<td>Section X</td>
<td>Miscellaneous</td>
</tr>
<tr>
<td>Exhibit A</td>
<td>Requirements of the Contractor</td>
</tr>
</tbody>
</table>
AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ____________, 20__, by and between the City of Black Hawk, Colorado (the "City") and ____________ (the "Contractor").

WITNESSETH:

WHEREAS, the City intends that the Contractor shall provide towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto;

WHEREAS, it is in the best interests of the public that the City designate the Contractor to provide towing and related services to the City; and

WHEREAS, the Contractor agrees to provide all authorized towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto.

NOW, THEREFORE, the City and the Contractor, for the consideration hereinafter set forth, agree as follows:

SECTION I. GENERAL TERMS AND CONDITIONS

A. This Agreement shall be effective 12:01 a.m., on the ___ day of ____________, 20__, and shall continue for a period of one (1) year. If the Contractor's service is satisfactory during this period of time, the City reserves the right to renew this Agreement for additional one-year terms in accordance with Section IX of this Agreement.

B. All work performed by the Contractor shall be authorized by a duly authorized officer, agent or representative of the City prior to the Contractor undertaking performance. This Agreement does not guarantee to the Contractor any work or create an exclusive contract.

C. The Contractor shall inform the City in writing of any subcontractors or firms hired by the Contractor to perform work in connection with this Agreement and shall keep the City informed of any changes. Unless approved in writing by the City, subcontractors may only be used to perform work in unusual circumstances, and shall not be used to substitute for the minimum equipment required by this Agreement. The Contractor shall be responsible for the performance of any subcontractor or firm hired by the Contractor. Nothing contained herein shall create any contractual relationship between the City and a subcontractor or a firm hired by the Contractor.

D. The Contractor and its personnel shall remain the agents and employees of the Contractor and are not, nor shall be construed to be, agents or employees of the City even though the City may use their services under the terms of this Agreement.
E. The Contractor shall be responsible for any injury to persons or damage to property from negligent acts, errors or omissions of the Contractor, its subcontractors, agents and employees.

SECTION II. OBLIGATIONS OF THE CITY AND THE CONTRACTOR

The City shall:

A. Provide full information, including a detailed scope as to its service requirements.

B. Give prompt notice to the Contractor whenever the City observes or otherwise becomes aware of any discrepancies in the services provided and the services requested.

C. Furnish or direct the Contractor to provide at the City's expense any necessary additional services.

The Contractor shall:

A. Perform services as provided within this Agreement and "Requirements of Contractor" attached hereto as Exhibit A and incorporated herein by this reference and

B. Obtain a City of Black Hawk Business License pursuant to Article 1 of Chapter 6 of the Black Hawk Municipal Code.

SECTION III. SPECIAL CONDITIONS

A. The Contractor shall be licensed by the Colorado Public Utilities Commission (the "PUC") and it must comply at all times with the rules and regulations promulgated by the PUC. Revocation of the license by the PUC will subject this Agreement to immediate termination. Also, all towing vehicle operators must possess a valid Colorado Driver's License of the proper class.

B. The Chief of Police and the Contractor shall review claims for loss or damage settled by the Contractor. If substantiated, the Contractor shall pay all claims. If the City is advised of a claim, they will advise the Contractor of the claim and the same procedure of review and settlement stated above will apply.

C. The City shall not deputize the Contractor, its drivers or its employees, nor shall any of the Contractor's vehicles or trucks be required to carry flashing red lights. All vehicles and trucks shall be operated in compliance with all traffic regulations of the City, unless otherwise directed by a City of Black Hawk police officer.

D. In order to assure acceptable standards of performance, it is specifically agreed and understood that the City has entered into this Agreement in reliance on its inspection and investigation of the establishment, facilities, business reputation and other general qualifications of the Contractor. In order to assure that these standards of performance are maintained during
the term of this Agreement, there shall be no change in ownership of the Contractor without the prior approval of the City.

SECTION IV. PAYMENT AND FEE SCHEDULE FOR TOWING SERVICES

The Contractor agrees to accept as full payment for towing services the following amounts of compensation:

TOWING CHARGES

<table>
<thead>
<tr>
<th>Business Hours</th>
<th>DAY</th>
<th>NIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8:00 a.m.</td>
<td>5:01 p.m.</td>
</tr>
<tr>
<td></td>
<td>to 5:00 p.m.</td>
<td>to 7:59 a.m.</td>
</tr>
</tbody>
</table>

Private Property fees: set by PUC

All other fees: Black Hawk fees will be consistent with approved fees established by the Colorado State Patrol’s annual fee review, and consistent with the Towing Carrier Rules as the same as adopted by the Colorado Public Utilities Commission as amended from time to time. Contractor will provide City with a copy of approved fees annually.

A. The amounts set forth above shall be firm for a period of one (1) year. All fees will be collected at the Contractor’s office.

B. If the City requests a vehicle to be impounded, the Contractor shall collect at its office the fees for the towing and storage of the vehicle from the vehicle owner or other person authorized to receive the vehicle. The fees collected shall be in the amounts set forth above. If the tow sheet "Police Hold" box is not checked, the vehicle can be released to the Registered Owner or authorized person without verbal or written authorization from the Chief of Police or his designee for that vehicle. Police Holds shall be released in writing from the Chief of Police or his designee. Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall not accrue storage charges during the first 7 days of the vehicle is held. After the initial 7 days a maximum of 60 days storage can be charged. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless a supervisor of the Chief of Police or his designee determines that these charges should be paid by the City.

C. Releases of impounded vehicles shall be by appointment only. The regular hours of the impound lot shall be from 8:00 a.m. until 5:00 p.m., Monday through Friday. If a vehicle cannot be picked up during regular business hours, there shall be an after-hours/weekend charge of $66.00 for the release of a vehicle.

D. Each month the Chief of Police or his designee shall pay the Contractor for all authorized services performed for the City. The sum shall be calculated according to the charges set forth above.
SECTION V. INSURANCE REQUIREMENTS

A. The parties understand and agree that the City is relying on the Colorado Governmental Immunity Act, § 24-10-101, et seq., 10A C.R.S., as amended, and it does not waive nor intend to waive by any provision of this Agreement, the monetary limitations, or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

B. The Contractor shall procure and maintain, and shall require any subcontractor to procure and maintain, the minimum insurance coverage listed below. The coverage shall be procured and maintained from a company satisfactory to the City and in a form satisfactory to the City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor during the period of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. The Contractor shall provide and maintain the following minimum coverage:

1. Workers' compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and employer's liability insurance, with minimum limits of six hundred thousand dollars ($600,000) - each accident, six hundred thousand dollars ($600,000) disease - policy limit, and six hundred thousand dollars ($600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. General liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including independent contractors, products, and completed operations). The policy shall contain a severability of interest provision.

3. Comprehensive automobile liability insurance with minimum limits of six hundred thousand dollars ($600,000) for each person and one million dollars ($1,000,000) for each occurrence.

D. The one million dollars general liability insurance policy shall be endorsed to include the City and the City's officers and employees as additional insured. Every policy stipulated above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the worker's compensation policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required under this Agreement.
E. The certificate of insurance shall be completed by the Contractor's insurance agent and shall be reviewed and approved by the City prior to commencement of the Agreement. The certificate shall evidence that the policies meet the required coverage, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City Clerk's Office  
City of Black Hawk  
P.O. Box 68  
Black Hawk, CO 80422

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may off-set the cost of the premiums against any monies due to the Contractor from the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

SECTION VI. CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of the services the Contractor performs. All changes in service shall be incorporated in written Change Orders to this Agreement, including any changes in the increase or decrease of the amount of the Contractor's compensation. All Change Orders shall be mutually agreed upon by and between the City and the Contractor.

SECTION VII. CHARTER, LAWS AND ORDINANCES

During the term of this Agreement the Contractor agrees to observe all federal and state laws, the City of Black Hawk's Ordinances and Charter, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.
SECTION VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees. The Contractor shall ensure that the employees are treated, during employment, without regard to their race, color, religion, sex or national origin. The Contractor shall not discriminate when employing, upgrading, demoting, transferring, recruiting, terminating, compensating, or training an employee. This list is by way of example and not limitation. Furthermore, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the city, state and federal agencies may require.

E. The Contractor agrees to comply with such rules, regulations, and guidelines as the city, the state, or federal agencies may issue to prevent discrimination based upon race, color, religion, sex or national origin.

SECTION IX. TERM AND TERMINATION OF CONTRACT

A. The Term of this Agreement shall be from January 1, 2018 until December 31, 2018. The Agreement shall renew automatically for the following year unless the City or Contractor provide notice to the other party of non-renewal on or before November 1 of the preceding year.

B. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, or if the work is not being performed in accordance with the rules and regulations of the PUC, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of termination.

C. The Contractor agrees to perform all services to the satisfaction of the City. If, in the opinion of the City, the Contractor's performance is unsatisfactory, the City reserves the right to terminate this Agreement by giving fifteen (15) days' written notice to the Contractor of such termination.
D. If this Agreement is terminated for any reason, all finished or unfinished services, reports, or other material prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

SECTION X. MISCELLANEOUS

A. This Agreement consists of this Agreement, Exhibit A and such written addenda hereto as the parties subsequently agree shall be in effect.

B. The services contemplated under this Agreement shall not be assigned, sublet or transferred without the prior written consent of the City.

C. Any notice required under this Agreement shall be sent to the parties as follows:

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

Contractor: D & J Towing and Recovery of Colorado
30495 Bryant Drive
Evergreen, CO 80439

Mailing: PO Box 3725
Evergreen, CO 80437

D. The captions and headings in this Agreement are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of this Agreement.

E. This Agreement shall be construed under the laws of the State of Colorado.

F. If any of the terms of this Agreement are in conflict with any rule of law or statutory provision of the State of Colorado, then the terms of this Agreement which may conflict with such laws shall be deemed inoperative and null and void to the extent they may be in conflict therewith, but the remaining provisions of this Agreement shall remain in full force and effect.

G. ILLEGAL ALIENS.

1. Prohibited Acts. Contractor shall not:

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

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

   a. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

   b. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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

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

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

3. **Duty to Comply with Investigations.** Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.
IN WITNESS WHEREOF, the City of Black Hawk and the Contractor have caused this Agreement to be executed this 2017 day of December, 2017.

CITY OF BLACK HAWK, COLORADO

By: David Spellman, Mayor

ATTEST:

Jeanie Magno, City Clerk
Melissa A. Greiner

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONTRACTOR

By: 

Name: Brady Livinger

Title: Owner

DBS Towing
EXHIBIT A

REQUIREMENTS OF THE CONTRACTOR

A. Protection and Handling of Vehicles

It shall be the duty of the Contractor to protect all motor vehicles in its custody, and the Contractor shall be liable for any loss or damage caused by the negligence of its employees, agents, or servants. All vehicles must be towed in accordance with the manufacturer's specifications.

Vehicles to be stored by the Contractor shall be secured at the scene of the tow and removed directly to the Contractor's lot. The Contractor understands and agrees that the City will not be responsible for any fees associated with storage of any vehicle on the Contractor's lot. The vehicle shall not be opened or tampered with while enroute. Upon arrival at the lot, entrance and access to the vehicle shall be limited to: wheel tie-down equipment removal, locking of transmission gear or only as required by the performance of legitimate business.

All personal property is to remain in the vehicle once the vehicle is in the custody of the towing agency and shall be secured inside that vehicle and be the responsibility of the towing agency while the vehicle is in their custody.

Vehicles towed as evidence will be delivered to a locked storage area located at the Contractors place of business or any other location specified by the Chief of Police or his designee and will be accompanied by the Chief of Police or his designee until they are appropriately secured.

After any evidence processing has been completed, the City will notify the owner to pick-up their vehicle. If the owner should fail to do so within seventy-two (72) hours, excluding weekends and holidays, the City will request vehicle removal from the City’s lot by the Contractor to the Contractor's storage lot. All expenses incurred from the time the vehicle is picked-up at the City's lot will be at the owner's expense. The expenses are, but are not limited to, towing, special equipment needs and/or storage. The failure of the owner to recover the vehicle at the City's lot will cause the vehicle to be considered abandoned and will be treated as such by the Contractor from that time on.

The Contractor is required to store all other vehicles impounded during the term of the Contractor's Agreement with the City until such vehicles are lawfully released, sold or disposed of as prescribed in Colo. Rev. Stat. § 42-4-1801 to 1815.

B. Removing Debris

The Contractor's tow unit operator shall be required to remove all glass and debris deposited upon the roadway by the disabled vehicle that he has received authorization to
tow. In addition, any grease or oil slick deposited on the roadway must be covered with dirt or a grease absorbing material. All spills shall be handled in accordance with all existing rules and regulations as prescribed by the E.P.A. and under the direction of the Black Hawk Fire Department.

C. Property in Vehicles

The Contractor shall immediately notify the Chief of Police or his designee of the existence of any property of substantial value that is found in any vehicle towed at the request of the Chief of Police or his designee. Substantial value for the purposes of this paragraph shall be properly estimated by the Contractor to be in excess of four hundred dollars ($400.00) in value. After said notification, the Contractor will request that the Chief of Police or his designee be dispatched to take custody of any such property. All other property of little or no value left inside abandoned vehicles may be disposed of at the discretion of the Contractor, after the abandoned vehicle process is completed and said vehicle is available for sale or destruction.

D. Suspected Criminal Activity

Tow operators and their dispatchers, acting in the course of their duties as defined by this document, shall immediately inform the Chief of Police or his designee whenever they observe or learn about any activity of a suspected criminal nature or any other circumstance that reasonably appears to require police action.

E. Response Time

If a tow unit is unable to respond within forty-five (45) minutes to any official request from the City for any reason, the Contractor shall so inform the requesting City department and will state the reason for the inability to respond to the request and the estimated response time. If deemed necessary by the requesting department or the Contractor, a call to another tow company to respond to that tow may be initiated. The Contractor shall bear any and all additional costs related to the hiring and use of another firm's tow unit(s) if that firm is outside of those contracted by the City and under this same contract. It is the responsibility of the Contractor to arrange for the use of another firm's tow unit(s) for any emergency situation that causes the Contractor to be unable to respond to the City's request for services. If employing another tow service is caused by the failure of the Contractor to maintain the required number of operating tow units as stated in this document (Section "L"), the Contractor shall bear any and all additional expense of hiring another firm's tow units. Such an occurrence could cause cancellation of the towing services, unless the City receives a written report detailing the mitigating circumstances and accepts the reasons therein. Any vehicle towed by any other towing company for the Contractor shall be stored at the Contractor's cost.
F. Business Hours

The Contractor's lot shall be open, at a minimum, from 8:30 a.m. to 4:30 p.m., Monday through Friday, to release vehicles to those persons authorized to receive them. An after hours release shall be at the discretion of the Contractor, unless a release is specifically requested by the Chief of Police or his designee. The Contractor is entitled to take holidays in accordance with the City's holiday schedule; however, the Contractor is responsible for providing twenty-four (24) hour, seven (7) days-a-week towing service for the City in emergencies and as deemed necessary by the Chief of Police or his designee. Releases of vehicles shall be done by appointment, whether during normal lot hours, or after hours and on weekends.

G. Fee Collection

The Contractor shall collect fees for the towing and storage of vehicles requested to be impounded by the City, however, the City shall not be responsible for the payment of any fees associated with vehicle storage on the Contractor's lot. The fees collected shall be in the amounts set forth in the Agreement.

The amounts shown in the Agreement shall be firm for a period of one (1) year. All fees will be collected at the Contractor's office.

No fees shall be accepted by the Contractor on any vehicle impounded by the Chief of Police or his designee unless proper written authorization for release has been obtained for the vehicle.

H. Rates and Charges

Each month the Chief of Police or his designee shall transfer to the Contractor a sum calculated according to the charges set forth in the Agreement and contracted to, for services performed by the Contractor for the City of Black Hawk.

Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall accrue no storage fees chargeable to the City during the period for which the vehicle is held. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless the Chief of Police or his designee determines that these charges should be paid by the City.

I. Disposal of Abandoned Vehicles

Vehicle disposal by the Contractor will be accomplished in the manner set forth by state statutes on the required Report of Abandoned Vehicle Form prescribed and supplied by the Colorado Department of Revenue.
J. Service Log

A log of all services performed for the City shall be maintained at the office of the Contractor and shall be available for inspection by City personnel during normal business hours as per PUC. For each City tow service, the log shall contain the following minimums:

1. Date of activity;
2. Time;
3. Location;
4. Vehicle/item description (make, model, year, color(s), license number or disposition of vehicle/item;
5. Total towing charges; and
6. Name of tow truck operator and tow truck number.

K. Storage Lot

The Contractor's storage lot shall be within a twenty-five (25) mile radius of the City of Black Hawk.

The Contractor shall provide sufficient lot space to accommodate a minimum of thirty (30) towed vehicles per month. The lot shall be equipped with appropriate locks and sufficient lighting to ensure the security of the vehicles towed at the City's request.

L. Towing Unit Requirements

The Contractor shall have at least two (2) towing vehicles, including one (1) operable four-wheel drive vehicle, in their fleet of vehicles. Subcontractors may not be used to meet this minimum requirement.

A heavy-duty towing unit will be used whenever a vehicle to be towed has three (3) or more axles or has a gross weight in excess of ten thousand (10,000) pounds. A heavy-duty tow unit may also be requested by the Chief of Police or his designee if he feels a heavy-duty tow is warranted. The Contractor with this capability will be given these tows. If more than one (1) Contractor has this capability, these types of tows will be rotated between them.

Towing units will be required to safely tow vehicles in accordance with normally accepted towing procedures.

Minimum towing vehicle requirements are dolly and winching capabilities, as promulgated by the PUC, as those requirements may be amended.

Each tow vehicle must carry adequate supplies to accomplish debris removal (Section "B").
The Contractor must be able to return vehicles to an upright towable position, safely, for removal in a reasonable amount of time.
**CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Insurance of Denver, Inc.
8231 West 14th Avenue
Lakewood, CO 80214
City of Black Hawk Clerk's Office

**INSURED**
D&J Towing & Recovery of Colorado Inc., DBA: D&W
PO Box 3725
Evergreen, CO 80437

**COVERAGE**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Towing, recovery and storage of wrecked, impounded and disabled vehicles.</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>PTOR006745-2</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADJURY</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMD/OP AGG</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FIRE LEGAL LIABILITY</td>
</tr>
<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
<td>PTOR006745-2</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TERRORISM EXCLUDED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>EMPLOYER'S LIABILITY</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>E.L. EACH ACCIDENT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**
Towing, recovery and storage of wrecked, impounded and disabled vehicles.

**CERTIFICATE HOLDER**
(303) 582-5381
mmartin@cityofblackhawk.or
City of Black Hawk
City Clerk's Office Deputy City Clerk
Michelle Martin 303-582-2221/303-582-5878
P.O. Box 68
Black Hawk, CO 80422

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**
Shawn Hegarty/MELISS

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD
INS025 (2014/01)
SERVICE AGREEMENT
CITY OF BLACK HAWK, COLORADO

TITLE: VEHICLE TOWING SERVICES

CONTRACT NO.:
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section I</th>
<th>General Terms and Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section II</td>
<td>Obligations of the City and the Contractor</td>
</tr>
<tr>
<td>Section III</td>
<td>Special Conditions</td>
</tr>
<tr>
<td>Section IV</td>
<td>Payment and Fee Schedule for Towing Services</td>
</tr>
<tr>
<td>Section V</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>Section VI</td>
<td>Change Orders or Extensions</td>
</tr>
<tr>
<td>Section VII</td>
<td>Charter, Laws and Ordinances</td>
</tr>
<tr>
<td>Section VIII</td>
<td>Equal Employment Opportunity</td>
</tr>
<tr>
<td>Section IX</td>
<td>Termination of Contract</td>
</tr>
<tr>
<td>Section X</td>
<td>Miscellaneous</td>
</tr>
<tr>
<td>Exhibit A</td>
<td>Requirements of the Contractor</td>
</tr>
</tbody>
</table>
AGREEMENT

THIS AGREEMENT is made and entered into this __ day of __________, 20__, by and between the City of Black Hawk, Colorado (the "City") and __________ (the "Contractor").

WITNESSETH:

WHEREAS, the City intends that the Contractor shall provide towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto;

WHEREAS, it is in the best interests of the public that the City designate the Contractor to provide towing and related services to the City; and

WHEREAS, the Contractor agrees to provide all authorized towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto.

NOW, THEREFORE, the City and the Contractor, for the consideration hereinafter set forth, agree as follows:

SECTION I. GENERAL TERMS AND CONDITIONS

A. This Agreement shall be effective 12:01 a.m., on the __ day of __________, 20__, and shall continue for a period of one (1) year. If the Contractor's service is satisfactory during this period of time, the City reserves the right to renew this Agreement for additional one-year terms in accordance with Section IX of this Agreement.

B. All work performed by the Contractor shall be authorized by a duly authorized officer, agent or representative of the City prior to the Contractor undertaking performance. This Agreement does not guarantee to the Contractor any work or create an exclusive contract.

C. The Contractor shall inform the City in writing of any subcontractors or firms hired by the Contractor to perform work in connection with this Agreement and shall keep the City informed of any changes. Unless approved in writing by the City, subcontractors may only be used to perform work in unusual circumstances, and shall not be used to substitute for the minimum equipment required by this Agreement. The Contractor shall be responsible for the performance of any subcontractor or firm hired by the Contractor. Nothing contained herein shall create any contractual relationship between the City and a subcontractor or a firm hired by the Contractor.

D. The Contractor and its personnel shall remain the agents and employees of the Contractor and are not, nor shall be construed to be, agents or employees of the City even though the City may use their services under the terms of this Agreement.
E. The Contractor shall be responsible for any injury to persons or damage to property from negligent acts, errors or omissions of the Contractor, its subcontractors, agents and employees.

SECTION II. OBLIGATIONS OF THE CITY AND THE CONTRACTOR

The City shall:

A. Provide full information, including a detailed scope as to its service requirements.

B. Give prompt notice to the Contractor whenever the City observes or otherwise becomes aware of any discrepancies in the services provided and the services requested.

C. Furnish or direct the Contractor to provide at the City's expense any necessary additional services.

The Contractor shall:

A. Perform services as provided within this Agreement and "Requirements of Contractor" attached hereto as Exhibit A and incorporated herein by this reference and

B. Obtain a City of Black Hawk Business License pursuant to Article 1 of Chapter 6 of the Black Hawk Municipal Code.

SECTION III. SPECIAL CONDITIONS

A. The Contractor shall be licensed by the Colorado Public Utilities Commission (the "PUC") and it must comply at all times with the rules and regulations promulgated by the PUC. Revocation of the license by the PUC will subject this Agreement to immediate termination. Also, all towing vehicle operators must possess a valid Colorado Driver's License of the proper class.

B. The Chief of Police and the Contractor shall review claims for loss or damage settled by the Contractor. If substantiated, the Contractor shall pay all claims. If the City is advised of a claim, they will advise the Contractor of the claim and the same procedure of review and settlement stated above will apply.

C. The City shall not deputize the Contractor, its drivers or its employees, nor shall any of the Contractor's vehicles or trucks be required to carry flashing red lights. All vehicles and trucks shall be operated in compliance with all traffic regulations of the City, unless otherwise directed by a City of Black Hawk police officer.

D. In order to assure acceptable standards of performance, it is specifically agreed and understood that the City has entered into this Agreement in reliance on its inspection and investigation of the establishment, facilities, business reputation and other general qualifications of the Contractor. In order to assure that these standards of performance are maintained during
the term of this Agreement, there shall be no change in ownership of the Contractor without the prior approval of the City.

SECTION IV. PAYMENT AND FEE SCHEDULE FOR TOWING SERVICES

The Contractor agrees to accept as full payment for towing services the following amounts of compensation:

TOWING CHARGES

<table>
<thead>
<tr>
<th>Business Hours</th>
<th>DAY</th>
<th>NIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8:00 a.m.</td>
<td>5:01 p.m.</td>
</tr>
<tr>
<td></td>
<td>to 5:00 p.m.</td>
<td>to 7:59 a.m.</td>
</tr>
</tbody>
</table>

Private Property fees: set by PUC

All other fees: Black Hawk fees will be consistent with approved fees established by the Colorado State Patrol’s annual fee review, and consistent with the Towing Carrier Rules as the same as adopted by the Colorado Public Utilities Commission as amended from time to time. Contractor will provide City with a copy of approved fees annually.

A. The amounts set forth above shall be firm for a period of one (1) year. All fees will be collected at the Contractor's office.

B. If the City requests a vehicle to be impounded, the Contractor shall collect at its office the fees for the towing and storage of the vehicle from the vehicle owner or other person authorized to receive the vehicle. The fees collected shall be in the amounts set forth above. If the tow sheet "Police Hold" box is not checked, the vehicle can be released to the Registered Owner or authorized person without verbal or written authorization from the Chief of Police or his designee for that vehicle. Police Holds shall be released in writing from the Chief of Police or his designee. Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall not accrue storage charges during the first 7 days of the vehicle is held. After the initial 7 days a maximum of 60 days storage can be charged. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless a supervisor of the Chief of Police or his designee determines that these charges should be paid by the City.

C. Releases of impounded vehicles shall be by appointment only. The regular hours of the impound lot shall be from 8:00 a.m. until 5:00 p.m., Monday through Friday. If a vehicle cannot be picked up during regular business hours, there shall be an after-hours/weekend charge of $66.00 for the release of a vehicle.

D. Each month the Chief of Police or his designee shall pay the Contractor for all authorized services performed for the City. The sum shall be calculated according to the charges set forth above.
SECTION V. INSURANCE REQUIREMENTS

A. The parties understand and agree that the City is relying on the Colorado Governmental Immunity Act, § 24-10-101, et seq., 10A C.R.S., as amended, and it does not waive nor intend to waive by any provision of this Agreement, the monetary limitations, or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

B. The Contractor shall procure and maintain, and shall require any subcontractor to procure and maintain, the minimum insurance coverage listed below. The coverage shall be procured and maintained from a company satisfactory to the City and in a form satisfactory to the City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor during the period of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. The Contractor shall provide and maintain the following minimum coverage:

1. Workers' compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and employer's liability insurance, with minimum limits of six hundred thousand dollars ($600,000) - each accident, six hundred thousand dollars ($600,000) disease - policy limit, and six hundred thousand dollars ($600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. General liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including independent contractors, products, and completed operations). The policy shall contain a severability of interest provision.

3. Comprehensive automobile liability insurance with minimum limits of six hundred thousand dollars ($600,000) for each person and one million dollars ($1,000,000) for each occurrence.

D. The one million dollars general liability insurance policy shall be endorsed to include the City and the City's officers and employees as additional insured. Every policy stipulated above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the worker's compensation policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required under this Agreement.
E. The certificate of insurance shall be completed by the Contractor’s insurance agent and shall be reviewed and approved by the City prior to commencement of the Agreement. The certificate shall evidence that the policies meet the required coverage, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days’ prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City Clerk’s Office  
City of Black Hawk  
P.O. Box 68  
Black Hawk, CO 80422

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion the City may procure or renew any such policy or extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor from the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

SECTION VI. CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of the services the Contractor performs. All changes in service shall be incorporated in written Change Orders to this Agreement, including any changes in the increase or decrease of the amount of the Contractor’s compensation. All Change Orders shall be mutually agreed upon by and between the City and the Contractor.

SECTION VII. CHARTER, LAWS AND ORDINANCES

During the term of this Agreement the Contractor agrees to observe all federal and state laws, the City of Black Hawk’s Ordinances and Charter, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.
SECTION VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees. The Contractor shall ensure that the employees are treated, during employment, without regard to their race, color, religion, sex or national origin. The Contractor shall not discriminate when employing, upgrading, demoting, transferring, recruiting, terminating, compensating, or training an employee. This list is by way of example and not limitation. Furthermore, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the city, state and federal agencies may require.

E. The Contractor agrees to comply with such rules, regulations, and guidelines as the city, the state, or federal agencies may issue to prevent discrimination based upon race, color, religion, sex or national origin.

SECTION IX. TERM AND TERMINATION OF CONTRACT

A. The Term of this Agreement shall be from January 1, 2018 until December 31, 2018. The Agreement shall renew automatically for the following year unless the City or Contractor provide notice to the other party of non-renewal on or before November 1 of the preceding year.

B. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, or if the work is not being performed in accordance with the rules and regulations of the PUC, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of termination.

C. The Contractor agrees to perform all services to the satisfaction of the City. If, in the opinion of the City, the Contractor's performance is unsatisfactory, the City reserves the right to terminate this Agreement by giving fifteen (15) days' written notice to the Contractor of such termination.
D. If this Agreement is terminated for any reason, all finished or unfinished services, reports, or other material prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

SECTION X. MISCELLANEOUS

A. This Agreement consists of this Agreement, Exhibit A and such written addenda hereto as the parties subsequently agree shall be in effect.

B. The services contemplated under this Agreement shall not be assigned, sublet or transferred without the prior written consent of the City.

C. Any notice required under this Agreement shall be sent to the parties as follows:

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

Contractor:
Help Towing
63 Main St.
Rollinsville, CO 80471

D. The captions and headings in this Agreement are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of this Agreement.

E. This Agreement shall be construed under the laws of the State of Colorado.

F. If any of the terms of this Agreement are in conflict with any rule of law or statutory provision of the State of Colorado, then the terms of this Agreement which may conflict with such laws shall be deemed inoperative and null and void to the extent they may be in conflict therewith, but the remaining provisions of this Agreement shall remain in full force and effect.

G. ILLEGAL ALIENS.

1. Prohibited Acts. Contractor shall not:

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

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

a. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

b. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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

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

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

3. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.
IN WITNESS WHEREOF, the City of Black Hawk and the Contractor have caused this Agreement to be executed this 3rd day of January, 2018.

CITY OF BLACK HAWK, COLORADO

By: ____________________________
    David Spellman, Mayor

ATTEST:

______________________________
Jeannie Magno, City Clerk
Melissa A. Greiner

APPROVED AS TO FORM:

______________________________
Corey Y. Hoffmann, City Attorney

CONTRACTOR

By: ____________________________
    HICUP TOWING

Name: __________________________
    Mike L. Richo

Title: __________________________
    Owner

12/29/2017
C:\Users\Mike\AppData\Local\Temp\TOWING CONTRACT-A110317.DOC
EXHIBIT A

REQUIREMENTS OF THE CONTRACTOR

A. Protection and Handling of Vehicles

It shall be the duty of the Contractor to protect all motor vehicles in its custody, and the Contractor shall be liable for any loss or damage caused by the negligence of its employees, agents, or servants. All vehicles must be towed in accordance with the manufacturer's specifications.

Vehicles to be stored by the Contractor shall be secured at the scene of the tow and removed directly to the Contractor's lot. The Contractor understands and agrees that the City will not be responsible for any fees associated with storage of any vehicle on the Contractor's lot. The vehicle shall not be opened or tampered with while enroute. Upon arrival at the lot, entrance and access to the vehicle shall be limited to: wheel tie-down equipment removal, locking of transmission gear or only as required by the performance of legitimate business.

All personal property is to remain in the vehicle once the vehicle is in the custody of the towing agency and shall be secured inside that vehicle and be the responsibility of the towing agency while the vehicle is in their custody.

Vehicles towed as evidence will be delivered to a locked storage area located at the Contractors place of business or any other location specified by the Chief of Police or his designee and will be accompanied by the Chief of Police or his designee until they are appropriately secured.

After any evidence processing has been completed, the City will notify the owner to pick-up their vehicle. If the owner should fail to do so within seventy-two (72) hours, excluding weekends and holidays, the City will request vehicle removal from the City's lot by the Contractor to the Contractor's storage lot. All expenses incurred from the time the vehicle is picked-up at the City's lot will be at the owner's expense. The expenses are, but are not limited to, towing, special equipment needs and/or storage. The failure of the owner to recover the vehicle at the City's lot will cause the vehicle to be considered abandoned and will be treated as such by the Contractor from that time on.

The Contractor is required to store all other vehicles impounded during the term of the Contractor's Agreement with the City until such vehicles are lawfully released, sold or disposed of as prescribed in Colo. Rev. Stat. § 42-4-1801 to 1815.

B. Removing Debris

The Contractor's tow unit operator shall be required to remove all glass and debris deposited upon the roadway by the disabled vehicle that he has received authorization to
tow. In addition, any grease or oil slick deposited on the roadway must be covered with dirt or a grease absorbing material. All spills shall be handled in accordance with all existing rules and regulations as prescribed by the E.P.A. and under the direction of the Black Hawk Fire Department.

C. Property in Vehicles

The Contractor shall immediately notify the Chief of Police or his designee of the existence of any property of substantial value that is found in any vehicle towed at the request of the Chief of Police or his designee. Substantial value for the purposes of this paragraph shall be properly estimated by the Contractor to be in excess of four hundred dollars ($400.00) in value. After said notification, the Contractor will request that the Chief of Police or his designee be dispatched to take custody of any such property. All other property of little or no value left inside abandoned vehicles may be disposed of at the discretion of the Contractor, after the abandoned vehicle process is completed and said vehicle is available for sale or destruction.

D. Suspected Criminal Activity

Tow operators and their dispatchers, acting in the course of their duties as defined by this document, shall immediately inform the Chief of Police or his designee whenever they observe or learn about any activity of a suspected criminal nature or any other circumstance that reasonably appears to require police action.

E. Response Time

If a tow unit is unable to respond within forty-five (45) minutes to any official request from the City for any reason, the Contractor shall so inform the requesting City department and will state the reason for the inability to respond to the request and the estimated response time. If deemed necessary by the requesting department or the Contractor, a call to another tow company to respond to that tow may be initiated. The Contractor shall bear any and all additional costs related to the hiring and use of another firm's tow unit(s) if that firm is outside of those contracted by the City and under this same contract. It is the responsibility of the Contractor to arrange for the use of another firm's tow unit(s) for any emergency situation that causes the Contractor to be unable to respond to the City's request for services. If employing another tow service is caused by the failure of the Contractor to maintain the required number of operating tow units as stated in this document (Section "L"), the Contractor shall bear any and all additional expense of hiring another firm's tow units. Such an occurrence could cause cancellation of the towing services, unless the City receives a written report detailing the mitigating circumstances and accepts the reasons therein. Any vehicle towed by any other towing company for the Contractor shall be stored at the Contractor's cost.
F. **Business Hours**

The Contractor's lot shall be open, at a minimum, from 8:30 a.m. to 4:30 p.m., Monday through Friday, to release vehicles to those persons authorized to receive them. An after hours release shall be at the discretion of the Contractor, unless a release is specifically requested by the Chief of Police or his designee. The Contractor is entitled to take holidays in accordance with the City's holiday schedule; however, the Contractor is responsible for providing twenty-four (24) hour, seven (7) days-a-week towing service for the City in emergencies and as deemed necessary by the Chief of Police or his designee. Releases of vehicles shall be done by appointment, whether during normal lot hours, or after hours and on weekends.

G. **Fee Collection**

The Contractor shall collect fees for the towing and storage of vehicles requested to be impounded by the City, however, the City shall not be responsible for the payment of any fees associated with vehicle storage on the Contractor's lot. The fees collected shall be in the amounts set forth in the Agreement.

The amounts shown in the Agreement shall be firm for a period of one (1) year. All fees will be collected at the Contractor's office.

No fees shall be accepted by the Contractor on any vehicle impounded by the Chief of Police or his designee unless proper written authorization for release has been obtained for the vehicle.

H. **Rates and Charges**

Each month the Chief of Police or his designee shall transfer to the Contractor a sum calculated according to the charges set forth in the Agreement and contracted to, for services performed by the Contractor for the City of Black Hawk.

Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall accrue no storage fees chargeable to the City during the period for which the vehicle is held. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless the Chief of Police or his designee determines that these charges should be paid by the City.

I. **Disposal of Abandoned Vehicles**

Vehicle disposal by the Contractor will be accomplished in the manner set forth by state statutes on the required Report of Abandoned Vehicle Form prescribed and supplied by the Colorado Department of Revenue.
J. **Service Log**

A log of all services performed for the City shall be maintained at the office of the Contractor and shall be available for inspection by City personnel during normal business hours as per PUC. For each City tow service, the log shall contain the following minimums:

1. Date of activity;
2. Time;
3. Location;
4. Vehicle/item description (make, model, year, color(s), license number or
5. Disposition of vehicle/item;
6. Total towing charges; and
7. Name of tow truck operator and tow truck number.

K. **Storage Lot**

The Contractor's storage lot shall be within a twenty-five (25) mile radius of the City of Black Hawk.

The Contractor shall provide sufficient lot space to accommodate a minimum of thirty (30) towed vehicles per month. The lot shall be equipped with appropriate locks and sufficient lighting to ensure the security of the vehicles towed at the City's request.

L. **Towing Unit Requirements**

The Contractor shall have at least two (2) towing vehicles, including one (1) operable four-wheel drive vehicle, in their fleet of vehicles. Subcontractors may not be used to meet this minimum requirement.

A heavy-duty towing unit will be used whenever a vehicle to be towed has three (3) or more axles or has a gross weight in excess of ten thousand (10,000) pounds. A heavy-duty tow unit may also be requested by the Chief of Police or his designee if he feels a heavy-duty tow is warranted. The Contractor with this capability will be given these tows. If more than one (1) Contractor has this capability, these types of tows will be rotated between them.

Towing units will be required to safely tow vehicles in accordance with normally accepted towing procedures.

Minimum towing vehicle requirements are dolly and winching capabilities, as promulgated by the PUC, as those requirements may be amended.

Each tow vehicle must carry adequate supplies to accomplish debris removal (Section "B").
The Contractor must be able to return vehicles to an upright towable position, safely, for removal in a reasonable amount of time.
The following rates have been imposed in the Towing Carrier Rules by the Public Utilities Commission (PUC) (4 Code of Colorado Regulations 723-6) and are not negotiable. All towing carriers who have completed a Towing Carrier Rotational List Request and Service Agreement with the Colorado State Patrol and who tow a vehicle at the request of the Colorado State Patrol will abide by the rates listed below. Towing rates may be less than those listed below but shall not exceed the maximum allowed by the PUC. Mileage and fuel surcharges do not apply to law enforcement ordered tows, except in accident reconstruction or stolen vehicle investigations. Towing carriers shall not bill more than the reasonable time necessary to perform the tow at hourly rates for one tow truck and driver, plus the towing carrier’s actual and reasonable cost of recovery equipment and labor in excess of one tow truck and driver, plus an additional twenty-five percent of those actual and reasonable costs. The towing carrier shall also provide an owner, authorized operator, or authorized agent of the owner of a motor vehicle documentation of actual and reasonable costs billed in excess of one hour for any tow truck and driver for such tow upon request. Note: Additional fees may not be charged for towing a power unit and trailer in combination or a vehicle in or on a trailer as cargo.

<table>
<thead>
<tr>
<th>Amount in Dollars (Per tow truck and driver)</th>
<th>GVWR Guideline for the Towed Motor</th>
</tr>
</thead>
<tbody>
<tr>
<td>$205</td>
<td>Vehicle Less than or equal to 10,000 pounds</td>
</tr>
<tr>
<td>$245</td>
<td>Greater than 10,000 pounds and less than or equal to 19,000 pounds</td>
</tr>
<tr>
<td>$320</td>
<td>Greater than 19,001 pounds and less than or equal to 33,000 pounds</td>
</tr>
<tr>
<td>$370</td>
<td>Greater than 33,000 pounds</td>
</tr>
<tr>
<td>$585</td>
<td>Heavy Rotator (60+ tons) shall not exceed $585 per hour</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount in Dollars</th>
<th>GVWR Guideline for the Towed Motor Vehicle</th>
</tr>
</thead>
<tbody>
<tr>
<td>$30</td>
<td>Less than 10,000 pounds</td>
</tr>
<tr>
<td>$37</td>
<td>10,000 pounds or more</td>
</tr>
<tr>
<td>$1.50 (Optional)</td>
<td>Per foot or portion thereof, including the tongue of a trailer</td>
</tr>
<tr>
<td>$66</td>
<td>Maximum charge for releases outside of business hours</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount in Dollars</th>
<th>One additional hookup</th>
</tr>
</thead>
<tbody>
<tr>
<td>$91</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount in Dollars</th>
<th>Per hour waiting time</th>
</tr>
</thead>
<tbody>
<tr>
<td>$91</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount in Dollars</th>
<th>Per mile for each mile towed except:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3.80</td>
<td>- 12 miles maximum for tows within 10 miles of Interstate 25</td>
</tr>
<tr>
<td></td>
<td>- 16.5 miles maximum for mountain areas and eastern plains that are further than 10 miles from Interstate 25</td>
</tr>
</tbody>
</table>

CSP 280F (Rev 10/17)
# Certificate of Liability Insurance

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

**PRODUCER**
Prall Enterprises, Inc.
PEI Insurance Agency
1085 Youngfield St., #3
Golden, CO 80401
Chris Prall

**INSURED**
MLN Transport LLC DBA Heip Towing
Service Provider # 102342
PO Box 2081
Nederland, CO 80466

**DATE (MM/DD/YYYY)**
02/23/2017

**ACORD**
Saragekeepers

**DESCRIPTIÔN OF OPERATIONS**

**COMMERCIAL GENERAL LIABILITY**

**DESCRIPTION AND LIMITS**
- **Claims-Made**: $1,000,000
- **Occurrence**: $1,000,000
- **Premises**: $500,000
- **Products**: $1,000,000
- **Aggregate**: $3,000,000

**AUTOMOBILE LIABILITY**

**DESCRIPTION AND LIMITS**
- **Combined Single Limit**: $1,000,000
- **Bodily Injury (Per Person)**: $1,000,000
- **Property Damage (Per Accident)**: $1,000,000
- **Aggregate**: $3,000,000

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

**DESCRIPTION AND LIMITS**
- **E.L. Each Accident**: $100,000
- **E.L. Disease - EA Employee**: $100,000
- **E.L. Disease - Policy Limit**: $500,000

**CERTIFICATE HOLDER**
City of Blackhawk
PO Box 88
Black Hawk, CO 80422

**CANCELLATION**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

**CERTIFICATE OF LIABILITY INSURANCE**

**REVISED**

**INSURER(S) AFFORDING COVERAGE**
- **Insurer A**: American States
- **Insurer B**: Pinnacol Assurance
- **Insurer C**:
- **Insurer D**:
- **Insurer E**:
- **Insurer F**:

**REVISION NUMBER**

**MLNTR-1**

**OP ID: MP**

© 1988-2019 ACORD CORPORATION. All rights reserved.
SERVICE AGREEMENT

CITY OF BLACK HAWK, COLORADO

TITLE: VEHICLE TOWING SERVICES

CONTRACT NO.:
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section I</td>
<td>General Terms and Conditions</td>
</tr>
<tr>
<td>Section II</td>
<td>Obligations of the City and the Contractor</td>
</tr>
<tr>
<td>Section III</td>
<td>Special Conditions</td>
</tr>
<tr>
<td>Section IV</td>
<td>Payment and Fee Schedule for Towing Services</td>
</tr>
<tr>
<td>Section V</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>Section VI</td>
<td>Change Orders or Extensions</td>
</tr>
<tr>
<td>Section VII</td>
<td>Charter, Laws and Ordinances</td>
</tr>
<tr>
<td>Section VIII</td>
<td>Equal Employment Opportunity</td>
</tr>
<tr>
<td>Section IX</td>
<td>Termination of Contract</td>
</tr>
<tr>
<td>Section X</td>
<td>Miscellaneous</td>
</tr>
<tr>
<td>Exhibit A</td>
<td>Requirements of the Contractor</td>
</tr>
</tbody>
</table>
AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of ____________, 20__, by and between the City of Black Hawk, Colorado (the "City") and ____________ (the "Contractor").

WITNESSETH:

WHEREAS, the City intends that the Contractor shall provide towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto;

WHEREAS, it is in the best interests of the public that the City designate the Contractor to provide towing and related services to the City; and

WHEREAS, the Contractor agrees to provide all authorized towing and related services for City-owned vehicles and police tows as provided within this Agreement and any addenda thereto.

NOW, THEREFORE, the City and the Contractor, for the consideration hereinafter set forth, agree as follows:

SECTION I. GENERAL TERMS AND CONDITIONS

A. This Agreement shall be effective 12:01 a.m., on the ___ day of ________, 20__, and shall continue for a period of one (1) year. If the Contractor's service is satisfactory during this period of time, the City reserves the right to renew this Agreement for additional one-year terms in accordance with Section IX of this Agreement.

B. All work performed by the Contractor shall be authorized by a duly authorized officer, agent or representative of the City prior to the Contractor undertaking performance. This Agreement does not guarantee to the Contractor any work or create an exclusive contract.

C. The Contractor shall inform the City in writing of any subcontractors or firms hired by the Contractor to perform work in connection with this Agreement and shall keep the City informed of any changes. Unless approved in writing by the City, subcontractors may only be used to perform work in unusual circumstances, and shall not be used to substitute for the minimum equipment required by this Agreement. The Contractor shall be responsible for the performance of any subcontractor or firm hired by the Contractor. Nothing contained herein shall create any contractual relationship between the City and a subcontractor or a firm hired by the Contractor.

D. The Contractor and its personnel shall remain the agents and employees of the Contractor and are not, nor shall be construed to be, agents or employees of the City even though the City may use their services under the terms of this Agreement.
E. The Contractor shall be responsible for any injury to persons or damage to property from negligent acts, errors or omissions of the Contractor, its subcontractors, agents and employees.

SECTION II. OBLIGATIONS OF THE CITY AND THE CONTRACTOR

The City shall:

A. Provide full information, including a detailed scope as to its service requirements.

B. Give prompt notice to the Contractor whenever the City observes or otherwise becomes aware of any discrepancies in the services provided and the services requested.

C. Furnish or direct the Contractor to provide at the City's expense any necessary additional services.

The Contractor shall:

A. Perform services as provided within this Agreement and "Requirements of Contractor" attached hereto as Exhibit A and incorporated herein by this reference and

B. Obtain a City of Black Hawk Business License pursuant to Article 1 of Chapter 6 of the Black Hawk Municipal Code.

SECTION III. SPECIAL CONDITIONS

A. The Contractor shall be licensed by the Colorado Public Utilities Commission (the "PUC") and it must comply at all times with the rules and regulations promulgated by the PUC. Revocation of the license by the PUC will subject this Agreement to immediate termination. Also, all towing vehicle operators must possess a valid Colorado Driver's License of the proper class.

B. The Chief of Police and the Contractor shall review claims for loss or damage settled by the Contractor. If substantiated, the Contractor shall pay all claims. If the City is advised of a claim, they will advise the Contractor of the claim and the same procedure of review and settlement stated above will apply.

C. The City shall not deputize the Contractor, its drivers or its employees, nor shall any of the Contractor's vehicles or trucks be required to carry flashing red lights. All vehicles and trucks shall be operated in compliance with all traffic regulations of the City, unless otherwise directed by a City of Black Hawk police officer.

D. In order to assure acceptable standards of performance, it is specifically agreed and understood that the City has entered into this Agreement in reliance on its inspection and investigation of the establishment, facilities, business reputation and other general qualifications of the Contractor. In order to assure that these standards of performance are maintained during
the term of this Agreement, there shall be no change in ownership of the Contractor without the prior approval of the City.

SECTION IV. PAYMENT AND FEE SCHEDULE FOR TOWING SERVICES

The Contractor agrees to accept as full payment for towing services the following amounts of compensation:

TOWING CHARGES

<table>
<thead>
<tr>
<th>Business Hours</th>
<th>DAY</th>
<th>NIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8:00 a.m.</td>
<td>5:01 p.m.</td>
</tr>
<tr>
<td></td>
<td>to 5:00 p.m.</td>
<td>to 7:59 a.m.</td>
</tr>
</tbody>
</table>

Private Property fees: set by PUC

All other fees: Black Hawk fees will be consistent with approved fees established by the Colorado State Patrol’s annual fee review, and consistent with the Towing Carrier Rules as the same as adopted by the Colorado Public Utilities Commission as amended from time to time. Contractor will provide City with a copy of approved fees annually.

A. The amounts set forth above shall be firm for a period of one (1) year. All fees will be collected at the Contractor's office.

B. If the City requests a vehicle to be impounded, the Contractor shall collect at its office the fees for the towing and storage of the vehicle from the vehicle owner or other person authorized to receive the vehicle. The fees collected shall be in the amounts set forth above. If the tow sheet "Police Hold" box is not checked, the vehicle can be released to the Registered Owner or authorized person without verbal or written authorization from the Chief of Police or his designee for that vehicle. Police Holds shall be released in writing from the Chief of Police or his designee. Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall not accrue storage charges during the first 7 days of the vehicle is held. After the initial 7 days a maximum of 60 days storage can be charged. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless a supervisor of the Chief of Police or his designee determines that these charges should be paid by the City.

C. Releases of impounded vehicles shall be by appointment only. The regular hours of the impound lot shall be from 8:00 a.m. until 5:00 p.m., Monday through Friday. If a vehicle cannot be picked up during regular business hours, there shall be an after-hours/weekend charge of $66.00 for the release of a vehicle.

D. Each month the Chief of Police or his designee shall pay the Contractor for all authorized services performed for the City. The sum shall be calculated according to the charges set forth above.
SECTION V. INSURANCE REQUIREMENTS

A. The parties understand and agree that the City is relying on the Colorado Governmental Immunity Act, § 24-10-101, et seq., 10A C.R.S., as amended, and it does not waive nor intend to waive by any provision of this Agreement, the monetary limitations, or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

B. The Contractor shall procure and maintain, and shall require any subcontractor to procure and maintain, the minimum insurance coverage listed below. The coverage shall be procured and maintained from a company satisfactory to the City and in a form satisfactory to the City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor during the period of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. The Contractor shall provide and maintain the following minimum coverage:

1. Workers' compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and employer's liability insurance, with minimum limits of six hundred thousand dollars ($600,000) - each accident, six hundred thousand dollars ($600,000) disease - policy limit, and six hundred thousand dollars ($600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. General liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including independent contractors, products, and completed operations). The policy shall contain a severability of interest provision.

3. Comprehensive automobile liability insurance with minimum limits of six hundred thousand dollars ($600,000) for each person and one million dollars ($1,000,000) for each occurrence.

D. The one million dollars general liability insurance policy shall be endorsed to include the City and the City's officers and employees as additional insured. Every policy stipulated above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the worker's compensation policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required under this Agreement.
E. The certificate of insurance shall be completed by the Contractor's insurance agent and shall be reviewed and approved by the City prior to commencement of the Agreement. The certificate shall evidence that the policies meet the required coverage, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City Clerk's Office
City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may off-set the cost of the premiums against any monies due to the Contractor from the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

SECTION VI. CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of the services the Contractor performs. All changes in service shall be incorporated in written Change Orders to this Agreement, including any changes in the increase or decrease of the amount of the Contractor's compensation. All Change Orders shall be mutually agreed upon by and between the City and the Contractor.

SECTION VII. CHARTER, LAWS AND ORDINANCES

During the term of this Agreement the Contractor agrees to observe all federal and state laws, the City of Black Hawk's Ordinances and Charter, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.
SECTION VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees. The Contractor shall ensure that the employees are treated, during employment, without regard to their race, color, religion, sex or national origin. The Contractor shall not discriminate when employing, upgrading, demoting, transferring, recruiting, terminating, compensating, or training an employee. This list is by way of example and not limitation. Furthermore, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. All solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the city, state and federal agencies may require.

E. The Contractor agrees to comply with such rules, regulations, and guidelines as the city, the state, or federal agencies may issue to prevent discrimination based upon race, color, religion, sex or national origin.

SECTION IX. TERM AND TERMINATION OF CONTRACT

A. The Term of this Agreement shall be from January 1, 2018 until December 31, 2018. The Agreement shall renew automatically for the following year unless the City or Contractor provide notice to the other party of non-renewal on or before November 1 of the preceding year.

B. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, or if the work is not being performed in accordance with the rules and regulations of the PUC, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of termination.

C. The Contractor agrees to perform all services to the satisfaction of the City. If, in the opinion of the City, the Contractor's performance is unsatisfactory, the City reserves the right to terminate this Agreement by giving fifteen (15) days' written notice to the Contractor of such termination.
D. If this Agreement is terminated for any reason, all finished or unfinished services, reports, or other material prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

SECTION X. MISCELLANEOUS

A. This Agreement consists of this Agreement, Exhibit A and such written addenda hereto as the parties subsequently agree shall be in effect.

B. The services contemplated under this Agreement shall not be assigned, sublet or transferred without the prior written consent of the City.

C. Any notice required under this Agreement shall be sent to the parties as follows:

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

Contractor:
Scorpion Towing & Recovery LLC
15652 W 79th Place
Arvada, CO 80007

D. The captions and headings in this Agreement are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of this Agreement.

E. This Agreement shall be construed under the laws of the State of Colorado.

F. If any of the terms of this Agreement are in conflict with any rule of law or statutory provision of the State of Colorado, then the terms of this Agreement which may conflict with such laws shall be deemed inoperative and null and void to the extent they may be in conflict therewith, but the remaining provisions of this Agreement shall remain in full force and effect.

G. ILLEGAL ALIENS.

1. Prohibited Acts. Contractor shall not:

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

   a. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

   b. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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

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

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

3. **Duty to Comply with Investigations.** Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.
IN WITNESS WHEREOF, the City of Black Hawk and the Contractor have caused this Agreement to be executed this 3rd day of January, 2018.

CITY OF BLACK HAWK, COLORADO

By: 

David Spellman, Mayor

ATTEST:

Jeanie Magno, City Clerk
Melissa A. Greiner

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONTRACTOR

By: 

Name: Craig Schaus
Title: Owner
EXHIBIT A

REQUIREMENTS OF THE CONTRACTOR

A. Protection and Handling of Vehicles

It shall be the duty of the Contractor to protect all motor vehicles in its custody, and the Contractor shall be liable for any loss or damage caused by the negligence of its employees, agents, or servants. All vehicles must be towed in accordance with the manufacturer's specifications.

Vehicles to be stored by the Contractor shall be secured at the scene of the tow and removed directly to the Contractor's lot. The Contractor understands and agrees that the City will not be responsible for any fees associated with storage of any vehicle on the Contractor's lot. The vehicle shall not be opened or tampered with while enroute. Upon arrival at the lot, entrance and access to the vehicle shall be limited to: wheel tie-down equipment removal, locking of transmission gear or only as required by the performance of legitimate business.

All personal property is to remain in the vehicle once the vehicle is in the custody of the towing agency and shall be secured inside that vehicle and be the responsibility of the towing agency while the vehicle is in their custody.

Vehicles towed as evidence will be delivered to a locked storage area located at the Contractor's place of business or any other location specified by the Chief of Police or his designee and will be accompanied by the Chief of Police or his designee until they are appropriately secured.

After any evidence processing has been completed, the City will notify the owner to pick-up their vehicle. If the owner should fail to do so within seventy-two (72) hours, excluding weekends and holidays, the City will request vehicle removal from the City's lot by the Contractor to the Contractor's storage lot. All expenses incurred from the time the vehicle is picked-up at the City's lot will be at the owner's expense. The expenses are, but are not limited to, towing, special equipment needs and/or storage. The failure of the owner to recover the vehicle at the City's lot will cause the vehicle to be considered abandoned and will be treated as such by the Contractor from that time on.

The Contractor is required to store all other vehicles impounded during the term of the Contractor's Agreement with the City until such vehicles are lawfully released, sold or disposed of as prescribed in Colo. Rev. Stat. § 42-4-1801 to 1815.

B. Removing Debris

The Contractor's tow unit operator shall be required to remove all glass and debris deposited upon the roadway by the disabled vehicle that he has received authorization to
tow. In addition, any grease or oil slick deposited on the roadway must be covered with dirt or a grease absorbing material. All spills shall be handled in accordance with all existing rules and regulations as prescribed by the E.P.A. and under the direction of the Black Hawk Fire Department.

C. Property in Vehicles

The Contractor shall immediately notify the Chief of Police or his designee of the existence of any property of substantial value that is found in any vehicle towed at the request of the Chief of Police or his designee. Substantial value for the purposes of this paragraph shall be properly estimated by the Contractor to be in excess of four hundred dollars ($400.00) in value. After said notification, the Contractor will request that the Chief of Police or his designee be dispatched to take custody of any such property. All other property of little or no value left inside abandoned vehicles may be disposed of at the discretion of the Contractor, after the abandoned vehicle process is completed and said vehicle is available for sale or destruction.

D. Suspected Criminal Activity

Tow operators and their dispatchers, acting in the course of their duties as defined by this document, shall immediately inform the Chief of Police or his designee whenever they observe or learn about any activity of a suspected criminal nature or any other circumstance that reasonably appears to require police action.

E. Response Time

If a tow unit is unable to respond within forty-five (45) minutes to any official request from the City for any reason, the Contractor shall so inform the requesting City department and will state the reason for the inability to respond to the request and the estimated response time. If deemed necessary by the requesting department or the Contractor, a call to another tow company to respond to that tow may be initiated. The Contractor shall bear any and all additional costs related to the hiring and use of another firm's tow unit(s) if that firm is outside of those contracted by the City and under this same contract. It is the responsibility of the Contractor to arrange for the use of another firm's tow unit(s) for any emergency situation that causes the Contractor to be unable to respond to the City's request for services. If employing another tow service is caused by the failure of the Contractor to maintain the required number of operating tow units as stated in this document (Section "L"), the Contractor shall bear any and all additional expense of hiring another firm's tow units. Such an occurrence could cause cancellation of the towing services, unless the City receives a written report detailing the mitigating circumstances and accepts the reasons therein. Any vehicle towed by any other towing company for the Contractor shall be stored at the Contractor's cost.
F. Business Hours

The Contractor's lot shall be open, at a minimum, from 8:30 a.m. to 4:30 p.m., Monday through Friday, to release vehicles to those persons authorized to receive them. An after hours release shall be at the discretion of the Contractor, unless a release is specifically requested by the Chief of Police or his designee. The Contractor is entitled to take holidays in accordance with the City's holiday schedule; however, the Contractor is responsible for providing twenty-four (24) hour, seven (7) days-a-week towing service for the City in emergencies and as deemed necessary by the Chief of Police or his designee. Releases of vehicles shall be done by appointment, whether during normal lot hours, or after hours and on weekends.

G. Fee Collection

The Contractor shall collect fees for the towing and storage of vehicles requested to be impounded by the City, however, the City shall not be responsible for the payment of any fees associated with vehicle storage on the Contractor's lot. The fees collected shall be in the amounts set forth in the Agreement.

The amounts shown in the Agreement shall be firm for a period of one (1) year. All fees will be collected at the Contractor's office.

No fees shall be accepted by the Contractor on any vehicle impounded by the Chief of Police or his designee unless proper written authorization for release has been obtained for the vehicle.

H. Rates and Charges

Each month the Chief of Police or his designee shall transfer to the Contractor a sum calculated according to the charges set forth in the Agreement and contracted to, for services performed by the Contractor for the City of Black Hawk.

Any motor vehicle ordered to be held pending investigation by the Chief of Police or his designee or other law enforcement agency shall accrue no storage fees chargeable to the City during the period for which the vehicle is held. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless the Chief of Police or his designee determines that these charges should be paid by the City.

I. Disposal of Abandoned Vehicles

Vehicle disposal by the Contractor will be accomplished in the manner set forth by state statutes on the required Report of Abandoned Vehicle Form prescribed and supplied by the Colorado Department of Revenue.
J. **Service Log**

A log of all services performed for the City shall be maintained at the office of the Contractor and shall be available for inspection by City personnel during normal business hours as per PUC. For each City tow service, the log shall contain the following minimums:

1. Date of activity;
2. Time;
3. Location;
4. Vehicle/item description (make, model, year, color(s), license number or
5. Disposition of vehicle/item;
6. Total towing charges; and
7. Name of tow truck operator and tow truck number.

K. **Storage Lot**

The Contractor's storage lot shall be within a twenty-five (25) mile radius of the City of Black Hawk.

The Contractor shall provide sufficient lot space to accommodate a minimum of thirty (30) towed vehicles per month. The lot shall be equipped with appropriate locks and sufficient lighting to ensure the security of the vehicles towed at the City's request.

L. **Towing Unit Requirements**

The Contractor shall have at least two (2) towing vehicles, including one (1) operable four-wheel drive vehicle, in their fleet of vehicles. Subcontractors may not be used to meet this minimum requirement.

A heavy-duty towing unit will be used whenever a vehicle to be towed has three (3) or more axles or has a gross weight in excess of ten thousand (10,000) pounds. A heavy-duty tow unit may also be requested by the Chief of Police or his designee if he feels a heavy-duty tow is warranted. The Contractor with this capability will be given these types of taws. If more than one (1) Contractor has this capability, these types of tows will be rotated between them.

Towing units will be required to safely tow vehicles in accordance with normally accepted towing procedures.

Minimum towing vehicle requirements are dolly and winching capabilities, as promulgated by the PUC, as those requirements may be amended.

Each tow vehicle must carry adequate supplies to accomplish debris removal (Section "B").
The Contractor must be able to return vehicles to an upright towable position, safely, for removal in a reasonable amount of time.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
The Cambridge Group
695 S. Colorado Blvd., Suite 480
Denver, CO 80246
Phone (303) 777-0313 Fax (303) 722-7281

CONTACT NAME: Shon K. Meyers
PHONE (Acct. No. Ext.): (303) 777-0313 FAX (Acct. No.): (303) 722-7281
E-MAIL ADDRESS: shon@cambridgegroup.com

INSURED
Scorpion Towing and Recovery, LLC
15652 West 75th Place
Aurada, CO 80007

INSURER(S) AFFORDING COVERAGE
N/A

CERTIFICATE NUMBER: 01375469-0

COVERAGE

GENERAL LIABILITY

- COMMERCIAL GENERAL LIABILITY
- COMMERCIAL GENERAL LIABILITY - CLAIMS-MADE
- OCCUR

1. POLICY NUMBER: 01375469-0
2. POLICY ISSUE DATE: 02/19/2017
3. POLICY EXPIRATION DATE: 02/19/2018

LIMITS

- EACH OCCURRENCE $500,000.00
- DAMAGE TO RENTED PREMISES ($500,000.00)
- MEDICAL EXPENSE ($5,000.00)
- PERSONAL & ADJURY ($500,000.00)
- GENERAL AGGREGATE ($1,000,000.00)
- PRODUCTS - COMPOUND ($1,000,000.00)

WORKERS' COMPENSATION

- EACH ACCIDENT $100,000.00

BODILY INJURY

- EACH PERSON $1,000,000.00

PROPERTY DAMAGE

- EACH OCCURRENCE $100,000.00

- POLICY LIMIT $1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

City of Blackhawk and its officers and employees are listed as additional insured with respects to general liability insurance.

CERTIFICATE HOLDER
City Of Blackhawk
201 Selak Street
Black Hawk, CO 80422

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Shon K. Meyers

ACORD 25 (2010/05) QF
RESOLUTION 5-2018
A RESOLUTION
ESTABLISHING A
DESIGNATED PUBLIC
PLACE FOR THE POSTING
OF MEETING NOTICES AS
REQUIRED BY THE
COLORADO OPEN
MEETINGS LAW
TITLEx A RESOLUTION ESTABLISHING A DESIGNATED PUBLIC PLACE FOR THE POSTING OF MEETING NOTICES AS REQUIRED BY THE COLORADO OPEN MEETINGS LAW

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

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

RESOLVED AND PASSED this 10th day of January, 2018.

__________________________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Request for Resolution establishing a designated public place for the posting of Meeting Notices as required by the Colorado Open Meeting Law

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

MOTION TO APPROVE Resolution 5-2018 Establishing a designated public place for the posting of Meeting Notices as required by the Colorado Open Meeting Law.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: As required by the Colorado Open Meeting Law

AGENDA DATE: January 10, 2018

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

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

DOCUMENTS ATTACHED: N/A

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: 

REVIEWED BY: 

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

Jack D. Lewis, City Manager