



## REGULAR MEETING AGENDA

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

June 10, 2015  
3:00 p.m.

### RINGING OF THE BELL:

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. ADENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. INTRODUCTION OF NEW EMPLOYEE: Mike Haberhauer, Facilities Maintenance Worker
6. PUBLIC COMMENT: *Please limit comments to 5 minutes*
7. APPROVAL OF MINUTES: May 27, 2015
8. PUBLIC HEARINGS:  
None
9. ACTION ITEMS:
  - A. Resolution 44-2015, A Resolution Approving the Service Agreement for Vehicle Towing Services Between the City of Black Hawk and D & J Towing & Recovery
  - B. Resolution 45-2015, A Resolution Authorizing the Donation of AED Trainers to the Jefferson County Sheriff's Office
  - C. Resolution 46-2015, A Resolution Approving the Agreement Between the City of Black Hawk and PLM Asphalt and Concrete Inc. in the Amount Not to Exceed \$65,460.00 for Milling and Overlaying Lower Miners Mesa Road
10. CITY MANAGER REPORTS:
11. CITY ATTORNEY:
12. EXECUTIVE SESSION:
13. ADJOURNMENT:

### MISSION STATEMENT

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



## **CITY OF BLACK HAWK NEW EMPLOYEE INTRODUCTION**



### **MIKE HABERHAUER**

#### **FACILITIES MAINTENANCE**

Mike started with the City on April 27<sup>th</sup>, 2015. He is a Colorado native and has lived in his house in Thornton for 17 years. Mike and his wife, Kari have been married for 21 years and they have 3 kids. Dustin is 20, Jacob is 17 and their daughter, Jaiden is 11. Mike and his family love pets, they have a small farm at home: a chocolate lab, 4 baby ducks, 20 koi fish, a snapping turtle, a red tailed boa and a leopard gecko.....quite the crazy bunch! He likes to spend his free time in his yard taking care of his pond.



**City of Black Hawk  
City Council**

**May 27, 2015**

**MEETING MINUTES**

*Weekly Register-Call* Reporter Heather Worrell rang the bell.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, May 27, 2015, at 3:00 p.m. by Mayor Spellman.

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

Absent: Alderman Midcap.

Staff present: City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, City Clerk/Administrative Services Director Greiner, Community Planning and Development Administrator Linker, Finance Director Hillis, Senior Civil Engineer Matt Reed, Fire Chief Taylor, and Deputy City Clerk Martin.

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

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

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

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

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

6. APPROVAL OF MINUTES May 13, 2015.

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

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

7. PUBLIC HEARINGS:

**A. Ordinance 2015-13, An Ordinance Amending the Black Hawk Municipal Code Concerning Modifications to Existing Wireless Telecommunications Facilities**

Mayor Spellman read the title and opened the public hearing.

Baseline Corporation Consultant Vince Harris introduced this item. The FCC has made further clarifications to the Spectrum Act and this Ordinance would adopt those new clarifications. City Attorney Hoffmann confirmed and had prepared the Ordinance.

**PUBLIC HEARING:** Mayor Spellman declared a Public Hearing on CB13, An Ordinance Amending the Black Hawk Municipal Code Concerning Modifications to Existing Wireless Telecommunications Facilities.

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

**MOTION TO APPROVE** Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to Approve CB13, An Ordinance Amending the Black Hawk Municipal Code Concerning Modifications to Existing Wireless Telecommunications Facilities.

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

**B. Ordinance 2015-14, An Ordinance Amending Article XVII of Chapter 6 of the Black Hawk Municipal Code Regarding Entertainment Districts**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann explained that this Ordinance would amend the hours of liquor service in an Entertainment District, only if a Promotional Association were to ask for extended hours between 2:00 a.m. and 7:00 a.m. The Liquor Enforcement Division of the Department of Revenue recently issued a memo granting a Local Licensing Authority the authority to set hours of operation outside of the current 2:00 a.m. to 7:00 a.m. restriction. Hoffmann noted the applicant would still have to document the needs and desires of the neighborhood.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB14, An Ordinance Amending Article XVII of Chapter 6 of the Black Hawk Municipal Code Regarding Entertainment District.

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 CB14, An Ordinance Amending Article XVII of Chapter 6 of the Black Hawk Municipal Code Regarding Entertainment District.

**MOTION PASSED**

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

**C. Resolution 41, A Resolution Approving an Amendment to the Comprehensive Sign Plan for Z Casino**

Mayor Spellman read the title and opened the public hearing.

Baseline Corporation Consultant Vince Harris explained that Z Casino had received approval for their Comprehensive Sign Plan (CSP) prior to the Sign Code adoption and now they have some amendments to their plan. The Code states that any change to an existing CSP constituting 10% or more of the previously approved sign area shall be approved by the City Council in a public hearing. Harris said Z Casino is proposing to increase the overall sign area by 13.8%, which still falls below what is allowed on this property. The proposed changes were included in the packet.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on Resolution 41, A Resolution Approving an Amendment to the Comprehensive Sign Plan for Z Casino.

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 Armbright to Approve Resolution 41, A Resolution Approving an Amendment to the Comprehensive Sign Plan for Z Casino.

**MOTION PASSED**

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

8. ACTION ITEMS:

**D. Resolution 42, A Resolution Approving the License Agreement Between the City of Black Hawk and Sasquatch Casino, LLC**

Mayor Spellman read the title.

Baseline Corporation Consultant Vince Harris explained the purpose of this License Agreement was for the use of the City Hall plaza on Selak Street next to Black Hawk Station Casino for future Special Events, such as a BBQ or promotional event.

Harris said there were five conditions for approval included in the packet, but he would like to request an additional condition extending the hours of operation, which as per Code shall end at 10:00 p.m., in case Sasquatch were to have a vehicle on display. Instead of requiring Sasquatch to remove the vehicle each night, the additional condition would allow the City Clerk to extend the hours. The 6<sup>th</sup> condition would read: Licensee shall submit a Special Event permit for each event and the City Clerk shall be allowed to extend the hours of each Special Event permit beyond the typical Special Event hours to a reasonable continuation of the Special Event. Harris said he reviewed this language with the applicant's representative at Sasquatch and they were in agreement.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 42, A Resolution Approving the License Agreement Between the City of Black Hawk and Sasquatch Casino, LLC.

**MOTION PASSED**

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

**E. Resolution 43, A Resolution Awarding the Bid and Approving the Contract for the Rehabilitation of 301 High Street to Whitestone Construction in an Amount Not to Exceed \$826,644**

Mayor Spellman read the title.

Community Planning and Development Administrator Linker explained that an RFP had been sent to over 300 contractors through the BidNet System. Two bids were received, one of which was disqualified. Linker said Whitestone Construction exceeded the amount, so they sat down to value engineer the project. This final amount is what was determined, \$564,800 is for the preservation easement portion and \$261,844 is for the interior. She noted that the interior portion is on the high side because the homeowner wants to keep all the existing historical features.

**MOTION TO APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 43, A Resolution Awarding the Bid and Approving the Contract for the Rehabilitation of 301 High Street to Whitestone Construction in an Amount Not to Exceed \$826,644.

**MOTION PASSED**

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

9. CITY MANAGER REPORTS:

City Manager Lewis had nothing to report.

10. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report.

11. EXECUTIVE SESSION: City Attorney Hoffmann recommended item numbers 2 and 5 for Executive Session, in regards to legal issues regarding the Eureka Casino property.

**MOTION TO ADJOURN INTO EXECUTIVE SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:15 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) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S., § 24-6-402(4)(e).

**MOTION PASSED**

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

**MOTION TO ADJOURN**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Moates to adjourn the Executive Session at 4:44 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 4:44 p.m.

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Melissa A. Greiner  
City Clerk

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David D. Spellman  
Mayor

DRAFT

**RESOLUTION 44-2015**  
**A RESOLUTION**  
**APPROVING THE**  
**SERVICE AGREEMENT**  
**FOR VEHICLE TOWING**  
**SERVICES BETWEEN THE**  
**CITY OF BLACK HAWK**  
**AND D & J TOWING AND**  
**RECOVERY**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 44-2015

**TITLE: A RESOLUTION APPROVING THE SERVICE AGREEMENT FOR VEHICLE TOWING SERVICES BETWEEN THE CITY OF BLACK HAWK AND D & J TOWING AND RECOVERY.**

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

**Section 1.** The Service Agreement for Vehicle Towing Services between the City of Black Hawk and D & J Towing and Recovery, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 10<sup>th</sup> day of June, 2015.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, City Clerk

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

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**SUBJECT:** Resolution approving the service agreement for vehicle towing services between the City of Black Hawk and D & J Towing and Recovery.

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

**MOTION TO APPROVE (or deny, etc.)** Resolution 44-2015, A Resolution approving the service agreement for vehicle towing services between the City of Black Hawk and D & J Towing and Recovery.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** D & J Towing was sold to Brady Lovingier and due to the change in ownership of the D & J Towing a new service agreement is required.

**AGENDA DATE:** June 10, 2015

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

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

**STAFF PERSON RESPONSIBLE:** Kenneth Lloyd, Police Lieutenant

**DOCUMENTS ATTACHED:** Resolution 44-2015 and Service Agreement

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

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

**SUBMITTED BY:**

  
Kenneth Lloyd, Police Lieutenant

**REVIEWED BY:**

  
\_\_\_\_\_  
Jack D. Lewis, City Manager

EXHIBIT A

**SERVICE AGREEMENT**  
**CITY OF BLACK HAWK, COLORADO**

**TITLE: VEHICLE TOWING SERVICES**

**CONTRACT NO.:**

## TABLE OF CONTENTS

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Section VII	Charter, Laws and Ordinances
Section VIII	Equal Employment Opportunity
Section IX	Termination of Contract
Section X	Miscellaneous
Exhibit A	Requirements of the Contractor

## 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.

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

	<u>DAY</u>	<u>NIGHT</u>
Business Hours	8:00 a.m. to 5:00 p.m.	5:01 p.m. to 7:59 a.m.

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. Contractor will provide City with copy of approved fees annually.

- A. The amounts set forth above shall be firm for a period of one 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. Worker's 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 thousand dollar 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 and 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. TERMINATION OF CONTRACT**

A. 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.

B. 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.

C. 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 + Recovery of Colorado  
PO Box 3725  
Evergreen, CO 80437  
Attn: Brady Lovingier

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF BLACK HAWK, COLORADO**

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**CONTRACTOR**

By: D&j Towing & Recovery of Colorado

Name: Brady Lovingier

Title: Owner /CEO

A handwritten signature in black ink, appearing to read 'Brady Lovingier', written in a cursive style.

## 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 of 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 property 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) day-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 VIN);
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 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.

APPENDIX A

**BLACK HAWK P.O.**

TOWING RATES FOR: GVWR 10,000 LBS OR LESS  
GVWR 10,001 OR GREATER

(If applicable complete a separate rate sheet for each above classification)

**D & J TOWING**

TOW CARRIER: P. O. Box 3725  
Evergreen, CO 80437

TOWING/HOOK UP:	\$145.00 Per Truck
MILEAGE:	\$6.00 Per Loaded mile
STORAGE - INDOOR:	\$40.00 Per Day
STORAGE - OUTDOOR:	\$35.00 Per Day
WINCHING:	\$150.00 Per Hour
DOLLY:	\$95.00
WAIT TIME:	\$55.00 Per 1/2 Hr After 30min
CLEAN UP:	\$35.00
FUEL SURCHARGE:	\$95.00 Plus Fuel
GATE FEE:	\$66.00
AFTER HOURS:	\$66.00 (Hours 17:00-05:00)
OTHER FEES (Requires Written Justification)	\$55.00 Admin Fee After 3 Days

EFFECTIVE DATE: \_\_\_\_\_

(Signature of Company Representative) \_\_\_\_\_ Date: \_\_\_\_\_

CSP Use Only:	
Received on: _____	Received by: _____



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2015

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).

<b>PRODUCER</b> Insurance of Denver, Inc. 8231 West 14th Avenue  Lakewood CO 80214	<b>CONTACT NAME:</b> Shawn Hegarty <b>PHONE (A/C, No. Ext.):</b> (303) 233-6591 <b>E-MAIL ADDRESS:</b> shawn@insuranceofdenver.com	<b>FAX (A/C, No.):</b> (303) 232-6014
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> D&J Towing & Recovery of Colorado Inc. DBA D & J Towing & Recovery  PO Box 3725 Evergreen CO 80437	<b>INSURER A:</b> Plaza Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL155301205      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PTOWK006745-00	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PTOWK006745-00	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Automobile Medical Payments \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Transportation - On Hook Garagekeeper Legal Liability			PTOWK006745-00 PTOWK006745-00	5/1/2015 5/1/2015	5/1/2016 5/1/2016	Single Conveyance/Varies Ded. \$1,000 \$50,000 - \$150,000 Ded. \$500/2,50

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Towing, recovery and storage of wrecked, impounded and disabled vehicles.

<b>CERTIFICATE HOLDER</b> (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	<b>CANCELLATION</b> 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 Shawn Hegarty/SHAWN
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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
05/07/2015

PRODUCER  
Pinnacol Assurance  
7501 E Lowry Blvd  
Denver, CO 80230-7006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
D&J Towing & Recovery of Colorado Inc.  
30495 Bryant DR  
Evergreen, CO 80439

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	Pinnacol Assurance	41190
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GENL. AGGREGATE LIMIT APPLIERS PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY AGG
		<b>EXCESS/UMBRELLA LIABILITY</b> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE: RETENTION \$				EACH OCCURRENCE AGGREGATE
<b>A</b>		<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	4182695	05/01/2015	05/01/2016	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER POLICY LIMITS E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
		<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Towing

**CERTIFICATE HOLDER**

City Of Black Hawk  
Att: City Manager  
P.O.Box 68  
Black Hawk, CO 80422

ACORD 25(2001/08)

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO NOTIFY 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO NOTIFY SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

Michelle Wells  
New Business Representative  
CORPORATION 1988

ACORD

**RESOLUTION 45-2015**  
**A RESOLUTION**  
**AUTHORIZING THE**  
**DONATION OF AED**  
**TRAINERS TO THE**  
**JEFFERSON COUNTY**  
**SHERIFF'S OFFICE**

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

**Resolution No. 45-2015**

**TITLE: A RESOLUTION AUTHORIZING THE DONATION OF AED TRAINERS  
TO THE JEFFERSON COUNTY SHERIFF'S OFFICE**

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

**Section 1.** The City Council hereby authorizes the donation of four (4) AED Trainers to  
the Jefferson County Sheriff's Office.

RESOLVED AND PASSED this 10<sup>th</sup> day of June, 2015.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, City Clerk

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

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**SUBJECT:** Disposal of out of date, non- usable equipment (AED Trainers).

**RECOMMENDATION:** Allow the fire department to dispose of, through donation, four (4) AED Trainers to the Jefferson County Sheriff's Office

**MOTION TO APPROVE (or deny, etc.)** Resolution 45-2015, A Resolution authorizing the donation of AED trainers to the Jefferson County Sheriff's Office.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:** The City of Black Hawk has historically taken out of service items that can still be utilized by others and donated them. These AED trainers do not meet the current standard that current AEDs are programmed to and are not capable of being reprogrammed. The Jefferson County Sheriff's Office utilizes AEDs which are programmed the same as these trainers. Trainers can immediately be put to use to train law enforcement on AEDs which are being placed in their patrol vehicles.

**AGENDA DATE:** June 10, 2015

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**ESTIMATED DATE OF PROJECT COMPLETION:** June 12, 2015

**ORIGINATED BY:** Don Taylor, Fire Chief/Emergency Manager

**STAFF PERSON RESPONSIBLE:** Don Taylor, Fire Chief/Emergency Manager

**DOCUMENTS ATTACHED:** Resolution 45-2015

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

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

**SUBMITTED BY:**



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Don Taylor, Fire Chief/Emergency Manager

**REVIEWED BY:**



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Jack D. Lewis, City Manager

**RESOLUTION 46-2015**  
**A RESOLUTION**  
**APPROVING THE**  
**AGREEMENT BETWEEN**  
**THE CITY OF BLACK**  
**HAWK AND PLM**  
**ASPHALT AND**  
**CONCRETE INC. IN THE**  
**AMOUNT NOT TO**  
**EXCEED \$65,460.00 FOR**  
**MILLING AND**  
**OVERLAYING LOWER**  
**MINERS MESA ROAD**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 46-2015

**TITLE: A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND PLM ASPHALT AND CONCRETE INC. IN THE AMOUNT NOT TO EXCEED \$65,460.00 FOR MILLING AND OVERLAYING LOWER MINERS MESA ROAD**

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 Agreement between the City of Black Hawk and PLM Asphalt and Concrete Inc. in the amount not to exceed \$65,460.00 for milling and overlaying lower Miners Mesa Road, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 10<sup>th</sup> day of June, 2015.

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

ATTEST:

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



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

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**SUBJECT:** Approve a Resolution awarding the bid for the 2" mill and overlay of lower Miners Mesa Road to PLM Asphalt & Concrete, Inc.

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

**MOTION TO APPROVE (or deny, etc.)** Resolution 46-2015, a Resolution approving the Agreement between the City of Black Hawk and PLM Asphalt and Concrete, Inc. in the amount not to exceed \$65,460.000 for milling and overlaying lower Miners Mesa Road."

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Due to badly degraded asphalt conditions, it is proposed to complete a 2" mill and overlay of lower Miners Mesa Road, including the deck of the Bobtail Bridge. This project was publicly advertised in the Weekly Register-Call. Representatives from three companies submitted bids as shown on the attached Bid Recording Sheet.

**FUNDING SOURCE:** Repairs & Maintenance / Streets: 010-3102-431-45-11

**WORKSHOP DATE:** June 10, 2015

**ORIGINATED BY:** Michael Schaller

**STAFF PERSON RESPONSIBLE:** Michael Schaller *MS*

**PROJECT COMPLETION DATE:** July 17, 2015

**DOCUMENTS ATTACHED:** Bid Recording Sheet

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

**SUBMITTED BY:**

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Thomas Isbester, Public Works Director

**REVIEWED BY:**

---

Jack D. Lewis, City Manager

**Bid Recording Sheet**

**OWNER: City of Black Hawk**

**DATE/TIME: May 28, 2015 @ 3:00 p.m.**

**PROJECT: Lower Miners Mesa 2" Mill and Overlay**

<b>Contractor</b>	<b>Bid Bond</b>	<b>Addendum</b>	<b>B a s e B i d</b>
<b>Martin Marietta</b>	<b>Yes</b>	<b>Yes</b>	<b>\$105,065.31</b>
<b>Apex Pavement Solutions</b>	<b>Yes</b>	<b>Yes</b>	<b>\$102,171.00</b>
<b>PLM Asphalt and Concrete</b>	<b>Yes</b>	<b>Yes</b>	<b>\$65,460.00</b>