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. Introduction of New Employees:
   Police Officer Joseph Nguyen
   Police Officer Nickolas Steckman
   Communications Officer Kelly Logsdon

6. Public Comment: Please limit comments to 5 minutes

7. Approval of Minutes: February 28, 2018

8. Public Hearings:
   B. CB4, An Ordinance Approving a Memorandum of Understanding Between the Town of Georgetown and the City of Black Hawk for the Design and Construction Management of the Georgetown Lake Lagoon Dredging Project

9. Action Items:
   A. Resolution 21-2018, A Resolution Approving a Personal Services Agreement Between the City of Black Hawk and M&C Communications

10. City Manager Reports:

11. City Attorney:

12. Executive Session:

13. Adjournment:
CITY OF BLACK HAWK
POLICE DEPARTMENT

OFFICER JOSEPH NGUYEN

Officer Nguyen grew up in Jefferson County and lived in Colorado for most of his life. Joseph’s parents are from South Vietnam and Cambodia and immigrated to the United States in 1975. That makes Joseph 1ST generation Vietnamese-American. He attended Bear Creek High School and then Metro State where he studied Astrophysics and then on to the seminary in Minnesota. After two years of being back in Denver he went to the Pontifical Lateran University in Rome. Joseph is fluent in Vietnamese and English and can read and write basic Latin, Hebrew, Greek, French and Cambodian. He was assigned to Saint Anthony’s Hospital in Denver to complete bereavement and death counseling. Unfortunately, he contracted the H1N1 flu and was in a coma for 32 days. Doctors prepared to pronounce him dead when he rallied. He has a death certificate that is stamped VOID. Joseph has a Bachelor’s degree in Aviation Technology and a master’s certificate in security operation. He enrolled in the Law Enforcement Academy in 2015 and began work for the Colorado Department of Corrections after the Academy. He is excited to join the great City of Black Hawk.
Officer Steckman began his career with the Black Hawk Police Department in 2017 and has been in Law Enforcement for over six years. He comes to our department with experience and certifications, which will benefit our department. He feels privileged to work in the Black Hawk Police Department. Officer Steckman is very outgoing and what he enjoys the most is time with his family.
Communication Officer Logsdon is a Colorado native. She recently moved to the Black Hawk area and accepted a position with the City of Black Hawk in their Communication Center. Previously she held the position of dispatcher for a Plumbing and Heating Company as well as an Alarm Company. Kelly enjoys the outdoors especially fly fishing and hiking with her boyfriend and son. Kelly is also an avid reader. She has two children and three grandchildren who she loves spending time with. Kelly was interested in the position with the Police Department because she wanted to be able to help people and be part of the community. She is anxious for this career opportunity with the City of Black Hawk.
Brett Hahnenkamp, of Peak Program Value, rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, February 28, 2018, 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: Visiting City Attorney Graham, City Manager Lewis, Police Chief Cole, Fire Chief Taylor, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Street Superintendent Schaller, Fleet Superintendent Jackson, Community Planning and Development Administrator Linker, 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 agenda changes.

4. CONFLICTS OF INTEREST: Visiting City Attorney Graham 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 by City Council.

Visiting City Attorney Graham 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: February 14, 2018

MOTION TO APPROVE

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

MOTION PASSED

There was no discussion and the motion passed unanimously.

7. PUBLIC HEARINGS:

A. CB2, An Ordinance Amending Chapter 16 of the Black Hawk Municipal Code to Regulate Manufactured Homes as Permitted by Federal Law

Mayor Spellman read the title and opened the public hearing.

Community Planning and Development Administrator Linker introduced this item and said it was prompted by her department receiving several inquiries in regards to manufactured homes. She said after a comprehensive review of Chapter 16, it was determined that an amendment should be considered to update the definition of a manufactured home, and for all residential dwellings, as well as manufactured homes, to meet minimum requirements.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB2, an Ordinance amending Chapter 16 of the Black Hawk Municipal Code to regulate manufactured homes as permitted by Federal Law 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 Armbright to approve CB2, an Ordinance amending Chapter 16 of the Black Hawk Municipal Code to regulate manufactured homes as permitted by Federal Law.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

B. Resolution 18-2018, A Resolution Approving a Certificate of Appropriateness for the Demolition of Two Non-Historic Sheds and a Non-Historic Garage Located at 510 Chase Street, and a Non-Historic Shed at 520 Chase Street

Mayor Spellman read the title and opened the public hearing.
Community Planning and Development Administrator Linker introduced this item by saying the Historic Preservation Commission reviewed this on their agenda yesterday and are recommending approval. She said the buildings are not considered historic or contributing because they were not originally inventoried by the National Park Service, and the Gilpin County Assessor’s office shows a 1984 construction date. They are City-owned buildings.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 18-2018, a Resolution approving a Certificate of Appropriateness for the demolition of two non-historic sheds and a non-historic garage located at 510 Chase Street, and a non-historic shed at 520 Chase Street open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE  
Alderman Moates MOVED and was SECONDED by Alderman Bennett to approve Resolution 18-2018, a Resolution approving a Certificate of Appropriateness for the demolition of two non-historic sheds and a non-historic garage located at 510 Chase Street, and a non-historic shed at 520 Chase Street.

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

8. ACTION ITEMS:


Mayor Spellman read the title.

Community Planning and Development Administrator Linker and Fire Chief Taylor introduced the adoption of a Building Code by reference and to set the public hearing date for March 14. Linker said the first amendment is to the ultimate wind speed as per SAFEbuilt, the City’s Building Code Official, who is recommending the City update their ultimate wind speed based off of the Colorado Front Range Gust Map that they use. She said some commercial roofs being replaced had conflicts with what the City had in their Code vs. what their engineers felt they needed to design to.

Fire Chief Taylor said the second amendment was to correct a conflict between the International Residential Code and the International Fire Code. He said that City Council had decided to opt out of adopting the
A section of the Fire Code related to residential sprinkler systems on single and double-family residences, but it was never updated in the Building Code when the Building Code was adopted.

MOTION TO APPROVE

Alderman Midcap MOVED and was SECONDED by Alderman Bennett to set the public hearing date for March 14, 2018.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

B. Resolution 19-2018, A Resolution Approving the Purchase of a 2018 CAT-906M Compact Wheel Loader and a CAT-CB22B Roller from Wagner Equipment in an Amount Not To Exceed $117,095.00

Mayor Spellman read the title.

Public Works Director explained that these items were approved under the 2018 Capital Improvement Budget; the details were in the packet.

MOTION TO APPROVE

Alderman Midcap MOVED and was SECONDED by Alderman Armbright to approve Resolution 19-2018, a Resolution approving the purchase of a 2018 CAT-906M Compact Wheel Loader and a CAT-CB22B Roller from Wagner Equipment in an amount not to exceed $117,095.00.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

C. Resolution 20-2018, A Resolution Accepting the Phase 1.A. Report of Peak Program Value, LLC for the City of Black Hawk Program Validation, and Authorizing the Deliverables Set Forth by Peak Program Value, LLC as Phase 1.B. and Phase 2 in an Amount Not To Exceed $109,955.00

Mayor Spellman read the title.

City Manager Lewis introduced this item which reevaluates the historic program and Public Works programs over the last few years in regards to pricing in order to benefit future projects.

Brett Hahnenkamp, Senior Project Manager for Peak Program Value was present to answer questions. He said the difference between Phase 1.B. and 2 is that 1.B. dives deeper into the Phase 1.A. investigation, which includes more analysis of the data, costs analysis, cost estimates, etc., whereas Phase 2 focuses on toolkits, templates, process flow charts, and additional resources for staff to use in the delivery of projects, which will result in less expensive projects and improved
schedules. As an example, he said estimators would take a current design drawing and estimate it to be built in a different location so that they can better understand the location premium for building in Black Hawk.

Mayor Spellman wanted to reiterate that this was in no way a poor reflection against staff, the goal is to find efficiencies and/or opportunities for lower costs projects and to figure out what Black Hawk’s resort pricing is.

Alderman Midcap had several questions about the different approaches such as Design-Bid-Build vs. Design-Build. Hahnenkamp replied that a Construction Manager/General Contractor (CMCG) method for residential projects may even be an approach, whereas a Design-Build may be a better method for clearly defined scopes like rock walls. He said the goal would be to provide tools to educate staff, as necessary, as to the pros and cons of each method depending on the project. Alderman Midcap said he’d like to see Council get involved in the design phase.

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Torres to approve Resolution 20-2018, a Resolution accepting the Phase 1.A. Report of Peak Program Value, LLC for the City of Black Hawk Program Validation, and authorizing the deliverables set forth by Peak Program Value, LLC as Phase 1.B. and Phase 2 in an amount not to exceed $109,955.00.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

9. CITY MANAGER REPORTS:

City Manager Lewis asked for a workshop date for the update to the Comp Plan. April 11 at 1:30 p.m. was unanimously agreed upon. Snacks will be provided.

10. CITY ATTORNEY:

Visiting City Attorney Graham had nothing to report.

11. EXECUTIVE SESSION:

Visiting City Attorney Graham recommended item number 5 only for Executive Session.

MOTION TO ADJOURN INTO EXECUTIVE
SESSION

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 3:25 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

MOTION TO ADJOURN

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn the Executive Session at 3:40 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 3:40 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor
COUNCIL BILL 3
ORDINANCE 2018-3
AN ORDINANCE AMENDING
THE INTERNATIONAL
BUILDING CODE, 2015
EDITION, AND THE
INTERNATIONAL FIRE
CODE, 2015 EDITION, AS
ADOPTED BY THE CITY OF
BLACK HAWK
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB3
ORDINANCE NUMBER: 2018-3


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

Section 1. Section 18-5, subsection (a) of the City of Black Hawk Municipal Code, containing additions and modifications to the International Building Code, 2015 Edition, is amended by the modification of subsection (17), Section 1609.3 entitled “Ultimate Design Wind Speed,” to read as follows:

(17) Section 1609.3 Ultimate Design Wind Speed. Risk Category I, 163 miles per hour (300 year recurrence interval) Risk Category II, 173 miles per hour (700 year recurrence interval) Risk Categories III and IV, 188 miles per hour (1700 year recurrence interval) (Wind speeds based on the most current 2013 Colorado Front Range Gust Map)

Section 2. Section 18-5, subsection (b) of the City of Black Hawk Municipal Code, containing additions and modifications to the International Building Code, 2015 Edition, is amended by the addition thereto of a new sub-subsection (16) to read as follows:

(16) Section 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire Area.

Exception: Detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the International Residential Code

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

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

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

READ, PASSED AND ORDERED POSTED this 14th day of March, 2018.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

NOTICE is hereby given of a public hearing before the Board of Aldermen of the City of Black Hawk, at 3:00 P.M. on Wednesday, March 14, 2018, at 211 Church Street, Black Hawk, Colorado, for the purpose of considering the proposed amendment of the following "International Codes", 2015 Edition, as adopted by reference as the building code of the City of Black Hawk.


The subject matter of these codes relate primarily to the building regulations for the City. The purpose of the Ordinance and the Codes adopted therein is to provide a system of building regulations consistent with state law and generally conforming to similar regulations throughout the state and nation. The above-referenced publications are being amended for the purpose of establishing and regulating building standards within the City of Black Hawk.

Copies of the above referenced code are on file at the office of the City Clerk and may be inspected during regular business hours. If enacted as an ordinance of this City, this code as amended will not be published in full, but in accordance with state law, copies will be kept on file.

At its next regular meeting following this hearing, the Board of Aldermen will consider passage of the adopting Ordinance.

This notice is given and published by the order of the Board of Aldermen. DATED this 8th day of February, 2018.

ALL INTERESTED PARTIES MAY ATTEND

CITY OF BLACK HAWK
Melissa A. Greiner, CMC
City Clerk

Second notice of hearing published on March 1, 2018.
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION


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


SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk has specific procedures for adopting building codes by reference. The adopting DRAFT Ordinance was first introduced to City Council on February 28, 2018, and a public hearing was scheduled by City Council for March 14, 2018 with two (2) publication periods in the Weekly Register Call once at least 15 days prior to the hearing and once at least 8 days prior the hearing. Copies of the “International Building Code and International Fire Code”, 2015 Edition, are available for review in the City Clerk’s office.

SAFEbuilt, the building official and code consultant for the City, has recommended that staff make the following changes to the IBC and IFC:

Reason behind the amendment to International Building Code (IBC) - Section 1609.3 – See Section 1:
SAFEbuilt recommended this amendment because Black Hawk is located in a Special Wind Region. The IBC requires these areas to have the wind speed calculated by a different formula. Jurisdictions in Special Wind Regions now use the most recent wind study performed by Cermak Peterka Persen, Inc. (CPP) and endorsed by the Structural Engineers Association of Colorado (SEAC). Attached to this staff report is the CPP wind study and wind speed maps that SAFEbuilt would like the City of Black Hawk to now use.

Section 1. Section 18-5, subsection (a) of the City of Black Hawk Municipal Code, containing additions and modifications to the International Building Code, 2015 Edition, is amended by the modification of subsection (17), Section 1609.3 entitled “Ultimate Design Wind Speed,” to read as follows:

(17) Section 1609.3 of the International Building Code is amended to read as follows:

Section 1609.3 Ultimate Design Wind Speed. The ultimate design wind speed, \( V_{ult} \), for the determination of wind loads for any site within the limits of the City of Black Hawk shall be 155 miles per hour, 3-second gust wind speed.
Section 1609.3 Ultimate Design Wind Speed.
Risk Category I, 163 miles per hour (300 year recurrence interval)
Risk Category II, 173 miles per hour (700 year recurrence interval)
Risk Categories III and IV, 188 miles per hour (1700 year recurrence interval)
(Wind speeds based on the most current 2013 Colorado Front Range Gust Map)

Purpose of the addition to the International Fire Code (IFC) – Section 903.2.8 Group R – See Section 2:
As part of the adoption of the 2015 Model codes, Section 903.2 of the IFC was amended to read as stated below.

(9) Section 903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section. Automatic sprinkler systems shall be provided throughout buildings and structures of the following building groups. Group A-1, Group A-2, Group A-3, Group A-4, Group B, Group E, Group F-1, F-2, Group H, Group I, Group M, Group R-1, Group R-2, Group R-3, Group R-4, Group S-1, and Group S-2 where one of the following conditions exist.

1. The fire area exceeds 2500 square feet.
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor area other than the level of exit discharge.

All Group H and I occupancies shall be provided with an approved automatic sprinkler system regardless of size.

Fire sprinkler systems shall meet the requirements of the most current edition of NFPA 13, 13D, or 13R and the requirements of this code.

SAFEbuilt discovered that Section 903.2 of the IBC did not get amended, which resulted in a direct conflict between the IBC and IFC. The addition of the new sub-section Section 903.2.8 Group R to the IFC rectifies the existing conflict.

Section 2. Section 18-5, subsection (b) of the City of Black Hawk Municipal Code, containing additions and modifications to the International Building Code, 2015 Edition, is amended by the addition thereto of a new sub-subsection (16) to read as follows:

(16) Section 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire Area.

Exception: Detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the International Residential Code.
AGENDA DATE: March 14, 2018.

WORKSHOP DATE: N/A.

FUNDING SOURCE: N/A.

DEPARTMENT DIRECTOR APPROVAL: [X]Yes [ ]No

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

DOCUMENTS ATTACHED:
- CB3 / Ordinance 2018-3 Notice of Public Hearing
- Request for Council Action
- Colorado Front Range Gust Map

RECORD: [ ]Yes [X]No

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

SUBMITTED BY: REVIEWED BY:

Cynthia L. Linker Jack D. Lewis, City Manager
CP&D Administrator

3/7/18
November 18, 2013

**Colorado Front Range Gust Map – ASCE 7-10 Compatible**

Prepared by
Jon A. Peterka
Cermak Peterka Petersen, Inc.
Fort Collins, CO

**INTRODUCTION AND METHODOLOGY**

A Colorado Front Range Gust Map was prepared in 2006 by Peterka (2006) for use with ASCE 7-02 and ASCE 7-05. That map contained 50-year recurrence contours and was endorsed by the Structural Engineers Association of Colorado (SEAC). Many Front Range communities have used that map to guide code wind speed definition.

An International Building Code version which refers to ASCE 7-10 is now being adopted in Colorado. ASCE 7-10 uses wind maps with recurrence intervals of 700, 1700, and 300 years (for Risk Categories II, III-IV, and I respectively) within the standard, and maps of 10, 25, 50, and 100 years recurrence in Commentary Appendix C (Serviceability Considerations). To assist the process, this report has produced appropriate maps. It is intended that SEAC review and endorse this set of maps as a recommendation to local communities for structural design in the Front Range area. Maps are prepared in three formats: 1) printed maps in this report, 2) shape files usable in a geo-referenced application, and 3) a kmz file usable with Google Earth.

For this report, no new measured wind speed data was acquired or analyzed. The speed contours of the new maps were derived from the 2006 50-year map contours using the rate of change of speed with recurrence interval as determined by Peterka and Shahid (1998). Peterka (2006) showed the rate of change of wind speed with return period in the Front Range area was consistent with the 1998 paper. The rate of change of wind speed with return period is given by Equation 3 of Peterka and Shahid:

\[ F_r = 0.36 + 0.10 \ln(12T) \]

where T is the return period in years and \( F_r \) is the ratio of the return period speed at T years to the return period at 50 years (note that \( F_r = 1.00 \) at \( T = 50 \)) in the continental US. Table 1 represents the updated contour values rounded to the nearest 5 mph consistent with ASCE 7-10.

<table>
<thead>
<tr>
<th>2006 Map Gust Spd mph</th>
<th>ASCE 7-10 Format 3-Second Gust Speed in mph for T yrs</th>
</tr>
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<tbody>
<tr>
<td>90</td>
<td>115 120 105 75 85 90 95</td>
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<td>225 245 210 150 165 180 190</td>
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1415 Blue Spruce Drive, Suite 3
Fort Collins, Colorado 80524, USA
Tel: 1 970 221 3371
Fax: 1 970 221 3124
info@cppwind.com
www.cppwind.com
Figure 1 contains the 700-year, 1700-year, and 300-year recurrence maps suitable for use with Risk Category II, III-IV, and I structures respectively in ASCE 7-10. Speeds are at 10m height in effective open terrain. The map covers the area from the Wyoming border to south of Denver and from about I-25 west to the Continental Divide or Larimer County line. Maps needed for serviceability considerations in Commentary Appendix C of ASCE 7-10 are in Appendix 1.

The reason these maps were originally developed was a lack of knowledge of design level wind speeds for the Front Range area and significantly different speeds adopted by various communities prior to 2006. The logic used to develop the 2006 50-year map is not repeated here (see Peterka, 2006, available on the SEAC web site). Only the information required to use the maps has been repeated. In preparing the current maps, a few minor inconsistencies between the old map and word description of the contours were discovered. In making the new maps, the word description was used to guide the contour locations. All adjustments in contour locations were much smaller than our ability to know where the contours should be placed. The original 2006 map was based on 3-second gust wind data identified and organized into a suitable database by the Colorado State Climatologist’s office under the direction of Nolan Doesken. Funding for the database was organized by the Colorado Chapter of the International Code Council, who assisted by contacting and involving 35 Front Range jurisdictions situated in the special wind region as defined by ASCE 7. Jon Peterka of Cermak Peterka Petersen, Inc. (CPP, Inc.) analyzed the data using a Type I Extreme Value Distribution along with spot reports from storm data publications to develop the map. A technical review by Bill Esterday of CPP assisted in finalizing the map. The current maps were produced by Jon Peterka with assistance from the CPP drafting department with a technical review by Bill Esterday.

High wind speeds in the Front Range area on the plains adjacent to the Rocky Mountains and in the mountains east of the Continental Divide are well known to residents as winter and spring events that are sometimes damaging. The winds are known to occur from roughly the Continental Divide/Larimer County Line (the line of highest terrain running approximately north to south that marks the high terrain western edge of the Front Range area) to approximately I-25 (that runs north-south about 8-15 miles east of the intersection of the mountains with the plains). The Continental Divide is very close to the plains in the Front Range area, resulting in high downslope wind speeds where the mountains and plains intersect.

High winds in the Front Range region are apparently due to two meteorological conditions:

1. Downslope (known locally as “Chinook”) winds are driven by a pressure gradient and act much like a hydraulic jump causing highest winds near the intersection of mountains and plains and in the mountains just west of the plains. Boulder, Colorado, is well known as being highly susceptible to downslope winds. A peak gust wind speed of 147 mph has been measured at the National Center for Atmospheric Research (NCAR) on Table Mesa at the southwest edge of the city of Boulder.

2. Jet stream winds dip close to mountain-top level causing high wind speeds at higher terrain elevations, peaking near the Continental Divide. A peak gust of 168 mph was measured on Niwot Ridge just east of the Continental Divide west of Boulder.
Basic Wind Speeds
Colorado Front Range
3-second Gust, mph

Contours except for plateau regions at 115, 175, 225 mph

North Portion
Risk Category II, 700 year recurrence, 0.00143 probability per year

Figure 1a Colorado Front Range Gust Map.
Basic Wind Speeds
Colorado Front Range
3-second Gust, mph

Contours except for plateau regions at 115, 175, 225 mph

South Portion
Risk Category II, 700 year recurrence, 0.00143 probability per year

Figure 1b Colorado Front Range Gust Map.
Basic Wind Speeds
Colorado Front Range
3-second Gust, mph

Contours except for plateau regions at 120, 190, 245 mph

North Portion
Risk Category III-IV, 1700 year recurrence, 0.00059 probability per year

Figure 1c Colorado Front Range Gust Map.
South Portion
Risk Category III-IV, 1700 year recurrence, 0.00059 probability per year

Figure 1d Colorado Front Range Gust Map.
Basic Wind Speeds
Colorado Front Range
3-second Gust, mph
Contours except for plateau regions at 105, 165, 210 mph

North Portion
Risk Category I, 300 year recurrence, 0.00333 probability per year
Figure 1e Colorado Front Range Gust Map.
South Portion

Risk Category I, 300 year recurrence, 0.00333 probability per year

Figure 1f Colorado Front Range Gust Map.
CONTOUR WORD DESCRIPTION

To assist in defining the locations of contours, a word description of each speed contour is as follows, using the 700-year map of Figure 1:

115 mph Contour
Federal Blvd. in Denver, south to U.S. 85 NW of Sedalia, follows 85 SSE to west of Sedalia, then due south. Federal Blvd. in Denver north to I-76, I-76 ENE to I-25, I-25 north to Wyoming line.

125 mph Contour
Sheridan Blvd. at the west edge of Denver due south to a point west of Sedalia, roughly SE to a point near the plains-mountains interface, then south. Sheridan Blvd. at the west edge of Denver due north along the Boulder County/Adams County line, continuing along the Boulder County/Weld County line to Colorado 60 south of Loveland, west on 60 to U.S. 287, north on 287, leaving 287 in north Fort Collins when 287 turns west, continuing due north to about Buckeye Road, then roughly NNE to the Wyoming line.

140 mph Contour
Kipling in Lakewood south to map border. Kipling in Lakewood north to I-70, ENE on I-70 to Wadsworth, Wadsworth north into Broomfield to U.S. 287, NW on 287 following 287 north out of Broomfield, north on 287 through Longmont to CO 56 west of Berthoud, west on CO 56 to 105° 08' (near 21 RD), north on this longitude (approximately 21 RD in Loveland and Overland Trail in Fort Collins) to the Wyoming line.

150 mph Contour
SW on I-70 from the intersection of the longitude line 105° 10' (just east of the I-70 & Colfax interchange) to C-470, south on C-470 to U.S. 285, SW approximately along 285 to the Jefferson County Line, south on the Jefferson County line. North from I-70 on approximately longitude 105° 10' (just east of the I-70 & Colfax interchange) to Baseline Road east of Boulder, west to 75th street, north on this longitude line (approximately longitude 105° 10.8') to a point on US 287 SE of The Forks (NW of Fort Collins) where 287 turns west from this longitude, then approximately NW on 287 to the Wyoming line.

165 mph Contour
South from near the intersection of CO 93 and CO 170 SE of Boulder along a longitude (105° 14') approximating the location of Colorado 93 to a point directly west of the intersection of C-470 and U.S. 285, SW to the summit of Mount Blaine (NE of Jefferson in South Park), west to the west edge of South park, then south. From near the intersection of CO 93 and CO 170 SE of Boulder, follow 93 NW through Boulder to Broadway, north on Broadway (approximately 105° 17') to a point north of the Poudre River at latitude 40° 45', then approximately NW to the Wyoming line.

175 mph Contour
From the intersection of I-70 with longitude 105° 33', southwest to connect to the 165 mph contour, then south on top of the 165 mph contour. From the intersection of I-70 with longitude 105° 33', north on that longitude to a point approximately 1 km north of Dowdy Lake in Red Feather Lakes, then approximately NW to the Wyoming line.
225 mph Contour
The west contour follows the Continental Divide and Larimer County Line.
The east contour follows roughly parallel but east of the Continental Divide.

APPLICATION
Based on the data presented in the 2006 report, there are several observations that can be made about the data.

While wind direction has not been presented explicitly, both recorded wind directions and knowledge of the meteorological events giving rise to this special wind region shows that the higher winds in this region are due to winds from SSW through NNW, roughly 45 degrees to the N/S orientation of the high ridgeline that induces the high speeds. Thus, winds from roughly wind azimuths of 340 through 0 to 200 degrees may use the wind speed east of I-25 for design of main wind-force resisting systems (MWFRS) under the provisions of IBC or ASCE 7. Cladding pressure design under IBC or ASCE 7 must use the map wind speed since the provisions in ASCE 7 do not specify the wind direction giving the highest cladding pressures. Figure 2 illustrates these concepts.

![Wind Azimuth Diagram]

Figure 2. Design speed variation with wind direction

Many of the wind records used in this analysis are short. The Type I Extreme Value Distribution used for this analysis works best for long records of 50-100 or more years of observation (the standard deviation of prediction error decreases as the inverse of the square root of record length). For shorter records, the likelihood of prediction error increases and is statistically biased to higher wind speeds. This means that predictions using short records are somewhat more likely to predict speeds too high than too low. As more data is acquired in the future at the various stations, it is more likely that contour locations will move slightly to the west than it is that the contours will move slightly to the east. This situation is consistent with good engineering practice of designing for slightly higher loads in the presence of uncertainty. In general, wind speeds from the mid 1960’s through the mid 1980’s were higher than wind speeds in the late 1980’s and 1990’s in many of the records. This may be due to multi-decadal variability in the atmosphere. Which of these periods better represents the future (if either is the norm) is not known.
RECOMMENDATIONS FOR THE FUTURE
The lack of long records at the various sites used in this study significantly impacted the ability to accurately place contours on the map of Figure 1. The lack of data in many regions was an even larger impediment to placing contours accurately. In particular, the lack of wind speed data in the suburbs west of Denver and in the mountains made the map preparation more difficult.

It is recommended that communities install one or more anemometers to measure wind speeds and directions in their areas. Anemometer placement should be at least 1.5 to 2 times the heights of typical structures or trees in the area. For suburban areas, this means anemometers at 20 meters (60 ft) or higher. In the mountains, the tree height often dictates anemometer heights of nearly 30 m (100 ft). The author has extensive experience in siting of anemometers to measure wind speeds (as a co-author of the anemometer siting provisions of FAA, 1989) without significant interference of nearby shielding elements such as buildings or trees. This information can be used to advise on specific locations.

GUIDE FOR REPRODUCTION
This document has been copyrighted to protect the content for public use. Unrestricted use of this document, including copying of the document, extraction and use of the wind speed maps, and copying and use of any text within this document, is hereby granted for use in building codes or standards, for use by engineers, architects and others for the purpose of documenting their use of the wind speeds of these maps, and for any other use beneficial to the public, providing that no charge is made for distribution of the content beyond reasonable cost of making the information available. Use of the contents should acknowledge the report title and author, and cite the date of the document.

REFERENCES


APPENDIX 1

RECURRENCE INTERVAL MAPS
TO BE USED

ONLY

FOR
SERVICABILITY CONSIDERATIONS IN
ASCE 7-10 COMMENTARY APPENDIX C
Basic Wind Speeds
Colorado Front Range
3-second Gust, mph

Contours except for plateau regions at 75, 115, 150 mph

Colorado Front Range 3-Second Gust Map – 10-year recurrence interval north.
Basic Wind Speeds
Colorado Front Range
3-second Gust, mph

Contours except for plateau regions at 75, 115, 150 mph

Colorado Front Range 3-Second Gust Map – 10-year recurrence interval south.
Basic Wind Speeds
Colorado Front Range
3-second Gust, mph

Contours except for plateau regions at 85, 130, 165 mph

Colorado Front Range 3-Second Gust Map – 25-year recurrence interval north.
Basic Wind Speeds
Colorado Front Range
3-second Gust, mph

Contours except for plateau regions at 85, 130, 165 mph

Colorado Front Range 3-Second Gust Map – 25-year recurrence interval south.
Basic Wind Speeds
Colorado Front Range
3-second Gust, mph
Contours except for plateau regions at 90, 140, 180 mph

Colorado Front Range 3-Second Gust Map – 50-year recurrence interval north.
Colorado Front Range 3-Second Gust Map – 50-year recurrence interval south.
Basic Wind Speeds
Colorado Front Range
3-second Gust, mph

Contours except for plateau regions at 95, 150, 190 mph

Colorado Front Range 3-Second Gust Map – 100-year recurrence interval north.
Basic Wind Speeds
Colorado Front Range
3-second Gust, mph

Contours except for plateau regions at 95, 150, 190 mph

Colorado Front Range 3-Second Gust Map – 100-year recurrence interval south.
COUNCIL BILL 4
ORDINANCE 2018-4
AN ORDINANCE
APPROVING A
MEMORANDUM OF
UNDERSTANDING
BETWEEN THE TOWN OF GEORGETOWN AND THE CITY OF BLACK HAWK FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF THE GEORGETOWN LAKE LAGOON DREDGING PROJECT
TITLE: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF GEORGETOWN AND THE CITY OF BLACK HAWK FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF THE GEORGETOWN LAKE LAGOON DREDGING PROJECT

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

Section 1. The City of Black Hawk hereby approves the Memorandum of Understanding between the City and the Town of Georgetown for the Design and Construction Management of the Georgetown Lake Lagoon Dredging Project as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

Section 2. Safety Clause. The Board of Aldermen hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 14th day of March, 2018.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk
SUBJECT:
Approve Ordinance 2018-4, an Ordinance approving the Memorandum of Understanding between the Town of Georgetown and the City of Black Hawk for the Design and Construction Management of the Georgetown Lake Lagoon Dredging Project.

RECOMMENDATION:
If City Council chooses to approve Ordinance 2018-4, an Ordinance approving Memorandum of Understanding between the Town of Georgetown and the City of Black Hawk, the recommended motion is as follows: “Approve Ordinance 2018-4, an Ordinance approving the Memorandum of Understanding between the Town of Georgetown and the City of Black Hawk for the Design and Construction Management of the Georgetown Lake Lagoon Dredging Project”.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Town of Georgetown owns and operates Georgetown Lake in which the City of Black Hawk has the right to store 154.5 acre feet of water for augmentation purposes. The City of Black Hawk and the Town of Georgetown have an Intergovernmental Agreement dated January 8, 2014 for the Operation and Maintenance of Georgetown Lake which states that costs for major repairs shall be allocated pursuant to the ratio of 40% to Black Hawk and 60% to Georgetown. Georgetown & Black Hawk have determined that the sediment build up in the lagoon needs to be removed. The removal of the sediment will be accomplished using the Construction Management at Risk (CMAR) method.

FUNDING SOURCE: 501-3151-4604900
System improvements Georgetown Lake

WORKSHOP DATE: March 21, 2018

ORIGINATED BY: Jim Ford

STAFF PERSON RESPONSIBLE: Jim Ford

PROJECT COMPLETION DATE: November 30, 2018

DOCUMENTS ATTACHED: Memorandum of Understanding

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

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director Jack D. Lewis, City Manager
MEMORANDUM OF UNDERSTANDING
BETWEEN
TOWN OF GEORGETOWN, COLORADO AND CITY OF BLACK HAWK, COLORADO
FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF GEORGETOWN LAKE LAGOON
DREDGING PROJECT

This Memorandum of Understanding (“MOU”) is executed by the parties on the dates shown below, and is effective on ______________________, by and between the Town of Georgetown, Colorado (“Georgetown”), and the City of Black Hawk, Colorado, (“Black Hawk”), each a “Party” and collectively, the “Parties”.

Recitals

A. The Parties each own and operate municipal water systems which supply water to their residents and other customers within their respective service areas.

B. Georgetown owns and controls Georgetown Lake, an on–channel reservoir located on Clear Creek, in Clear Creek County, Colorado.

C. The Parties are parties to the Vidler Agreement, as defined herein, pursuant to which Black Hawk, as successor-in-interest to Vidler Water Company, is presently authorized to store up to 100 acre-feet of water in Georgetown Lake on the terms and conditions of the Vidler Agreement. The Vidler Agreement is not intended to be, and is not modified by this MOU.

D. The Parties have entered into the Supplemental Storage Agreement, as defined herein, whereby Black Hawk may store an additional 54.5 acre-feet of water in Georgetown Lake. The Supplemental Storage Agreement is not intended to be, and is not modified by this MOU.

E. The Parties have determined that the sediment build-up in the lagoon section of Georgetown Lake needs to be removed. Removal of the sediment will be accomplished using the Construction Management at Risk (CMAR) method and the Project (as defined below) is anticipated to be completed by November 2018.

F. Georgetown, as owner of Georgetown Lake and Georgetown Lake Dam, will be responsible for, and will make final decisions concerning the Project, including but not limited to employment and oversight of a Project Manager, and final decisions regarding requests for proposal, selection of the CMAR contractors, contracting documents and processes, subject to provisions set forth below in this MOU.

G. Georgetown will be the contracting party for all contracts related to the Project as herein defined, and will pay the costs of the Project, and Black Hawk will reimburse a portion of such costs, as set forth in this MOU.

H. This MOU is intended to set forth the Parties’ respective roles and duties, in the exercise of powers lawfully authorized to each of the Parties, in connection with construction of the Project, and the sharing of costs, all as authorized by the provisions of Section 18(2)(a) and (2)(b) of Article XIV of the Colorado Constitution and Sections 29-1-201 et seq., C.R.S., regarding intergovernmental relationships.
I. The governing bodies of Georgetown and Black Hawk have each authorized by resolution the execution and delivery of this MOU.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained and the mutual benefits to the Parties, the receipt and sufficiency of which are acknowledged, Georgetown, and Black Hawk acknowledge and agree as follows:

Section 1. Term.

This MOU shall become effective on execution by both parties, and shall remain in effect until terminated as herein provided. This MOU may be terminated by agreement of the parties. In addition, this MOU will automatically terminate following occurrence of the last of the following events: issuance of final completion documents, expiration of all construction warranties, completion of all warranty work, expiration of all warranties on the warranty work, and final resolution of all warranty claims. The Parties acknowledge that an intergovernmental agreement between them, dated January 8, 2014, addresses operation, maintenance, repair and replacement of the Georgetown Lake, the Georgetown Lake Dam, the outlet, and related infrastructure (“O&M Agreement”). The O&M Agreement is not intended to be, and is not modified by this MOU.

Section 2. Georgetown as Owner.

The Parties acknowledge that Georgetown owns Georgetown Lake and Georgetown Dam, and will therefore be responsible for hiring the Project Manager, and for final decisions regarding the Project, with Black Hawk reimbursing its share of such costs under the provisions of this MOU.

Section 3. Definitions.

The following terms shall have the meanings set forth below:

“Administrative Officers” collectively shall mean the Town Administrator for the Town of Georgetown and the City Manager of the City of Black Hawk.

“Black Hawk” shall mean the City of Black Hawk, Colorado, a municipal corporation of the State of Colorado and a home rule city or any successor municipal corporation or governmental entity owning its water system.

“Construction Manager at Risk (CMAR)” shall mean the Firm or any other firm (such as subcontractor or joint-venture partner) that will provide construction services and have responsible charge of construction of the Project.

“Georgetown” shall mean the Town of Georgetown, Colorado, a territorially-chartered Town, or any successor municipal corporation or governmental entity owning its water system.

“Georgetown Lake” shall mean that certain on-channel reservoir located on Clear Creek, in the SE 1/4 and portions of the NE 1/4 of Section 5, and the NE 1/4 of Section 8, Township 4 South, Range 74 West of the 6th P.M. in Clear Creek County, Colorado, as shown on the map attached as Exhibit A, with the inlet located 800 feet...
from the east section line and 1900 feet from the north section line of Section 5, Township 4 South, Range 74 West of the 6th P.M.

“Parties” shall mean Georgetown and Black Hawk.

“Project” shall mean pre-design planning, design, and construction of the Georgetown Lake Lagoon Dredging Project.

“Project Costs” shall mean the costs reasonably and necessarily required for the Project, including but not limited to
- Pre-design planning and feasibility studies, including related Project Manager fees and expenses
- Project management
- Engineering and engineering reports, design, plans and specifications
- Permitting
- Construction
- Inspection
- Costs of auditor and other professional consultant advice regarding the Project (but not including each Party’s legal fees incurred in the negotiation, preparation or performance of this MOU)
- Contingencies
- Such other expenses as may be reasonably necessary or incident to the feasibility, design, acquisition, permitting, construction, installation, and inspection of the Project and preparing the Project for operation, but not including each Party’s interest payments.

Project Costs shall not include the costs of contributions from outside agencies (i.e., CDOT).

“Project Manager” for the Project shall mean a qualified independent consultant, which may be a firm that includes one or more licensed professional engineers in good standing in the State of Colorado, selected and retained by Georgetown to serve as Project Manager in accordance with this MOU. As of the date of this MOU, the Project Manager that has been selected and retained by Georgetown is Orsatti Water Consultants, which is party to a Professional Services Agreement with Georgetown dated December 12, 2017. Nothing herein shall be deemed to alter or amend said Professional Services Agreement. References herein to the “Project Manager” will also include to any successor Project Manager.

“Supplemental Storage Agreement” shall mean the agreement dated December 12, 2012, between the Parties which authorizes Black Hawk to store 54.5 acre-feet of water in Georgetown Lake, in addition to the amounts that may be stored pursuant to the Vidler Agreement.

“Vidler Agreement” shall mean, collectively, all of the following contracts: that certain Water Supply and Storage Agreement dated August 17, 2000 (recorded with the Clear Creek County Clerk & Recorder at Reception No. 204247), the Memorandum of Understanding Concerning Georgetown Lake dated February 28, 2001 (recorded with the Clear Creek County Clerk & Recorder at Reception No.
Section 4. Parties’ Participation.

(a) Parties’ Representatives. The Parties, Georgetown and Black Hawk, are the stakeholders in the Project, and wish to assure the proper oversight and completion of the Project. Each Party will identify a person to represent that Party in Project oversight and implementation as described herein. Each Party’s representative shall serve at the pleasure of the appointing Party, shall be an employee or consultant of such Party, and shall be compensated by such appointing Party. Failure of a Party to appoint a representative or to fill a vacancy shall not prevent the other Party from acting as set forth in Section 4(b) below. The Project Manager shall provide input and assistance to the Parties’ representatives as set forth herein.

(b) Role of the Parties’ Representatives. The Parties’ representatives will meet as they deem appropriate during the course of the Project prior to issuance of final completion documentation for the Project. (During the warranty period, the representatives will meet as needed.) At all such meetings, the Project Manager, and others as needed, will provide information and updates regarding the progress of the Project, and the work being performed by the Project Manager and engineers, contractors and others involved with the Project. The Parties’ representatives shall review and comment on all requests for proposals, responses to requests for CMAR proposals, and Project invoices that have been approved for payment. The Parties’ representatives may request information from the Project Manager as needed, and will provide input and recommendations to the Project Manager and the Parties regarding the Project. The Project Manager and Georgetown will give due consideration to the input and recommendations of Black Hawk’s representative, but neither the Project Manager nor Georgetown is obligated to follow the advice or recommendations of Black Hawk’s representative. Therefore, for the term of this MOU, Black Hawk shall have no liability for the errors and omissions of the Project Manager and/or Georgetown, provided, however, that the foregoing limitation of liability does not apply to liability rising from or in connection with errors or omissions by design, engineering, or other professionals who are not the Project Manager, and shall not be deemed a waiver of any protections of the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 et seq.)

(c) Actions by the Parties’ Representatives. The Parties’ representatives shall make recommendations by consensus. Only if the Parties’ representatives are unable to reach consensus, after reasonable good-faith efforts to do so, may the Parties’ representatives make individual recommendations to the Project Manager.

Section 5. Duties of the Project Manager. The Project Manager shall have the duties described in its contract with Georgetown, as the same may be revised from time to time, which duties include, but are not limited to the following:
(a) **Submittal Review:** The Project Manager will review and approve approximately 15-20 submittals by the CMAR verifying compliance with different aspects of the design before beginning portions of the Project. Electronic copies of these reviews will be provided to Georgetown, the CMAR and Black Hawk.

(b) **Requests for Information:** The Project Manager will conduct an active communication process with the CMAR and the engineering team to assure Project scheduling is maintained.

(c) **Monthly Pay Application Certification:** The Project Manager will review, confirm, and certify each pay application request from the CMAR, and will deliver the certified pay application to Georgetown for contractor payment. The Project Manager will simultaneously provide copies of the certified pay application to Black Hawk, CWCB and CDOT.

(d) **Part-Time Construction Observation:** The Project Manager will provide one half day construction observation visit per week during the 3-month construction period, supplemented with active daily communication to provide cost effective monitoring of day to day construction activities and the CDPHE dewatering discharge permit compliance. Each site visit will be documented by a field observation memo to report the conditions found and any recommendations made.

(e) **Periodic Construction Meetings:** As scheduled by the CMAR, the Project Manager, and the Parties’ representatives will attend periodic construction meetings to coordinate ongoing construction activities. The Parties’ representatives may request additional construction meetings as they deem appropriate.

(f) **Permit Compliance Verification:** The Project Manager will provide bi-weekly inspections of the Project site to confirm CMAR compliance with NEPA permit requirements. Each site visit will be documented by a field observation memo to report the conditions found and any recommendations made. Copies of the field observation memos will be provided to the Parties’ representatives upon request.

(g) **Final Hydrographic Survey and Quantities Confirmation:** The Project Manager will provide a post-dredge hydrographic survey of the subsurface sediment conditions of the dredged area. This will include “As-Built” Plans” and volume analysis to confirm final removed material quantities and payment to the CMAR. The “As-Built” Plans” and volume analysis will be provided to the Parties’ representatives.

(h) **Construction Record documents:** The Project Manager will prepare final construction record documents and deliver electronic .dwg files to Georgetown as required for Project documentation and funding agencies requirements, and will provide copies thereof to Black Hawk.

(i) **Point of Contact:** The Project Manager will be the point of contact for the engineers, contractors, consultants, governmental authorities and others during the design, engineering, construction, installation, inspection, and initial operation of the Project, and for all design changes, requests for information, change orders, work orders and the like concerning the Project. Nothing
herein prohibits either Party from responding to requests made to it for information pursuant to the Colorado Open Records Act or similar statute, from responding to requests for information from the news media or the public, or from providing updates and information to its constituents or the public.

(j) **Change Orders.** The Project Manager shall review and approve all requested change orders, and shall inform the Parties’ representatives before any approval of a requested change order in excess of $500.00.

Section 6. Project Cooperation.

The Parties agree to cooperate with each other to facilitate the efficient and cost-effective pre-design planning, design, construction, and implementation of the Project, and to cooperate in finalizing temporary storage of water stored in the Lake if the Lake is fully or partly drained during the Project, and cooperate in the exchange of such temporarily stored water back to the Lake following completion of the Project. Any releases of water required by the Project will be made in accordance with any relevant water court decrees and/or administrative requirements, and will be allocated between the Parties according to the Ratio as defined in the O&M Agreement, unless otherwise agreed by the Parties at the time a release is made.

Section 7. Ownership and Operation of Georgetown Lake.

(a) **Ownership.** Notwithstanding this MOU and the Parties’ sharing of the Project Costs as herein set forth, Georgetown shall continue to own Georgetown Lake and Georgetown Lake Dam, and all infrastructure, equipment and other property now existing and in use in connection with Georgetown Lake.

(b) **Operation.** Georgetown Lake shall continue to be operated in accordance with the O&M Agreement and Section 6 above.

Section 8. Individual Responsibilities of Parties.

(a) **Participation of Party Representatives.** Each Party shall be responsible for assuring that its representative is available as needed to attend meetings and provide input as set forth in this MOU.

(b) **Storage and Release of Water.** During construction of the Project, Georgetown Lake will be operated pursuant to the O&M Agreement and Section 6.

(c) **Recordkeeping and Accounting.** Both during construction of the Project and thereafter, each Party shall continue to be responsible for maintaining its own records and accounting in accordance with its own water rights decrees and state administrative requirements, and each Party shall timely provide information required for any combined accounting for Georgetown Lake required by any water court decrees or administrative requirements.

(d) **Duties of Owner.** Georgetown shall be responsible in performing its duties set forth in Recitals F and G in a timely manner to complete the Project.

(a) Cost and Cash Flow Projection. After the pre-construction design of the Project has been completed, the Project Manager shall prepare, or cause to be prepared, and submit to the Parties’ representatives a written pro-forma estimate of the total Project Costs, together with a planned Project timeline and a pro-forma Project cash flow requirement schedule identifying the costs that are expected to be incurred throughout the Project, presented in monthly increments. The timeline, pro-forma estimate and cash flow schedules shall be updated or revised as necessary to keep the Parties apprised of any significant changes in estimated or actual Project Costs, construction timeline, or cash flow requirements and all updates and revisions shall be submitted to the Parties’ representatives by the Project Manager.

(b) Increase in Project Costs. If, at any time or from time to time after the adoption of the Parties’ respective budgets and securing of funding, the Project Manager estimates that the actual Project Costs will be greater than the Project Costs set forth in the Parties’ respective annual budgets, then such Party shall, to the extent permitted by law, prepare and adopt an amended annual budget including sufficient amounts to pay its share of all actual Project Costs for the current calendar year and shall approve supplemental appropriations consistent with the amended budget, or shall otherwise borrow or obtain grants for its share of such actual Project Costs.

(c) Black Hawk’s Reimbursement Percentage. Black Hawk shall reimburse to Georgetown its allocation percentage of Project Costs as set forth in paragraph 10(a). Black Hawk agrees that prior to commencement of the Project CMAR contract, it will appropriate, borrow, or obtain grants for sufficient funds to reimburse to Georgetown Black Hawk’s allocation percentage as defined in Paragraph 10(a) of the estimated pro-forma Project Costs. Black Hawk will also provide confirmation reasonably acceptable to Georgetown that it has appropriated, borrowed or otherwise obtained sufficient funds to reimburse Georgetown for Black Hawk’s allocation percentage of the estimated Project Costs, and that these funds will be used to reimburse to Georgetown for Black Hawk’s allocation percentage of the actual Project Costs, including approved change orders, as set forth in this MOU.

(d) Payment Options. Each Party reserves the right to provide for the payment of its share of the Project Costs through the issuance of bonds or indebtedness as each Party deems appropriate. Black Hawk acknowledges that Georgetown may be required to encumber the Project property or infrastructure as a condition of financing the Project, and agrees to such encumbrance. Black Hawk shall not encumber any Project property or infrastructure, or any other property belonging to Georgetown, without Georgetown’s prior written consent.

(e) Use of Lawfully Available Funds. The Parties agree that all payments required from Parties under this MOU shall be made only from funds lawfully available for such purposes, specifically including the revenues of each of the Party’s municipal water or utility systems, the proceeds of any bonds or indebtedness incurred by a Party for such purposes, or any grants that are available to be used for the Project.
Section 10. Allocation of Project Costs.

(a) Allocation Percentages. In accordance with the O&M Agreement, the Parties agree that Georgetown shall pay 60% of the Project Costs pursuant to Section 11 of this MOU, and Black Hawk shall pay 40% of the Project Costs pursuant to Section 11 of this MOU.

(b) Transfer or Assignment of Vidler Agreement. Any transfer or assignment of Black Hawk’s rights under the Vidler Agreement and the Supplemental Storage Agreement will be made subject to Black Hawk’s payment requirements of this MOU.

Section 11. Billing and Payment of Project Costs.

(a) Review of Invoices. In accordance with its contract and the requirements of any entities (other than Georgetown and Black Hawk), the Project Manager shall timely review all unpaid pay applications or invoices received during the preceding month, and shall certify under his professional seal that the invoiced Project work was performed, and was performed satisfactorily in accordance with the Project design and plans. The Project Manager will provide the certified pay applications and invoices to the Parties’ representatives as provided in Section 5 with a recommendation of payment. The Parties’ representatives will review the certified pay applications and invoices and address any questions they may have with the Project Manager. Following the Parties’ representatives’ review of the invoices, the Project Manager will provide the certified invoices to Georgetown. The Project Manager will provide a summary to the Parties’ representatives of the invoices submitted for payment to Georgetown each month. Georgetown shall make payment to the CMAR for the certified amount of the invoice.

If the Project Manager fails to certify any payment application, invoice or any part of a payment application or invoice for payment, the Project Manager will seek to resolve the dispute with the invoicing entity, and will submit any proposed resolution to the Parties’ representatives prior to recommending such resolution to Georgetown and Black Hawk.

(b) Invoices for Black Hawk’s Cost Share. As set forth in sub-section (a) above, Georgetown shall submit an invoice to Black Hawk for its pro rata share of the amount submitted to Georgetown for payment. The invoice to Black Hawk shall show (1) Black Hawk’s percentage share of the Project Costs for the preceding month; (2) any amount paid with respect to previous monthly invoices; and (3) any amount that was previously billed but remains unpaid as of the date of the invoice. Such monthly invoice to Black Hawk shall include the back-up documents and invoices from each contractor, consultant and supplier. The monthly invoices and back up documents and invoices shall be hand-delivered, sent via email attachment, or mailed by first class United States mail to Black Hawk.

(c) Payments by Georgetown and Black Hawk. Black Hawk shall pay invoiced amounts within fifteen (15) days of the date on which it is invoiced by Georgetown. Georgetown shall timely make all payments to the invoicing entity. A disputed invoice will be resolved as provided in subsection (a), and will not be recommended for payment until the dispute has been resolved. Black Hawk will not be required to pay its share of a disputed invoice until the dispute is resolved. Notwithstanding the foregoing, Georgetown and Black Hawk may agree to payment of a disputed invoice, and Black Hawk will pay its share of the disputed invoice.
(d) Correction for Overpayment or Underpayment. Upon final completion of the Project, the Project Manager shall review all Project Costs paid by each Party to assure that all amounts were billed and paid in accordance with this MOU. Any overpayments or underpayments shall be corrected.

**Section 12. Payment Disputes, Delinquency and Default.**

(a) No Offset. All payments required to be made by each Party under the terms of this MOU shall be due and payable as provided in Section 11(c), and the Parties shall have no right of setoff, recoupment, or counterclaim against any payment which is to be made under this MOU. Should a dispute arise as to whether a Party is in compliance with its payment obligations hereunder, that Party shall nevertheless be obligated to continue to make the payments for its share of Project Costs as provided herein. If it is finally agreed or determined that either Party has overpaid amounts due under this MOU, the other Party shall reimburse the amount overpaid.

(b) Failure of a Party to Make Payment. In the event that a Party fails to make an approved payment within the time specified, the other Party may make such payment, if the other Party determines it is necessary or appropriate to do so in order to avoid delay in the Project or to avoid default under Project contracts, and the delinquent Party shall thereupon owe such sums to the non-defaulting Party that paid them. If said election to pay is made by the non-defaulting Party, all past due amounts owed by a defaulting Party shall bear interest at the rate of one percent (1%) per month from the date such payment is made by the non-defaulting Party until such amount has been paid in full by the defaulting Party to the non-defaulting Party. This Section 12(b) shall not apply to disputed invoices which are in the process of dispute resolution.

(c) Default Other than Nonpayment. If a Party fails or defaults in meeting its obligations under this MOU other than payment obligations, the other Party shall give Notice of Default, and the defaulting Party shall have a period of thirty (30) days from the date of delivery of such notice to cure the default, or, if the default is not one that can reasonably be cured in 30 days, the defaulting Party shall have a reasonable amount of time thereafter to complete such cure.

(d) Failure to Cure. In the event a Party is in default, has been provided notice, and shall not have cured such default within the cure period, the non-defaulting Party may enforce its rights hereunder as provided by law.

(e) No Forfeiture of Water Rights. It is not the intent of this MOU to require a sale or forfeiture of any water rights owned by a Party.

**Section 13. Insurance.**

(a) Georgetown shall maintain, or cause to be maintained, insurance of such types and in such amounts with respect to the Project as shall be reasonably available and as is usually carried by municipal water utilities constructing and operating water storage facilities, including the following:

General Liability Insurance,
Property insurance on the Project to the full insurable value of the Project,
Builder’s Risk Insurance, if Georgetown deems necessary, in an amount commensurate with the Project Costs.
Black Hawk shall be named an additional insured or a loss payee, as appropriate, on the
general liability and builder’s risk insurance policies. The cost of such insurance shall be a Project
Cost.

(b) The Parties acknowledge that the provisions of this Section requiring insurance, as well as
the purchase of insurance or participation in any insurance pool by either or both Parties, are not
intended to nor shall waive any of the immunities, defenses, and limitations of liability afforded to
the Parties under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 et seq.) (the “Act”),
or any provision of statute or the common law. In the event any Party receives a notice of claim under
the Act or otherwise, said Party shall promptly deliver a copy of the same to the other Party. The
Parties agree to cooperate with one another in the defense of any claim or action brought against
either of them in connection with their actions under this MOU.

Section 14. Records and Accounts.

(a) Accounting Records. The Project Manager will keep, and make available to the
Parties’ representatives at least monthly, accurate accounts and records of the Project and of the
transactions relating to the Project in accordance with generally accepted accounting principles as
applied to governmental units.

(b) Access to Books and Records. Each Party shall at all times have reasonable access to
examine any and all books and records, including, but not limited to, computer or electronic format
records, of the Project in the possession or control of the Parties’ representatives or the Project
Manager.

Section 15. Governmental Laws and Regulations.

(a) Compliance with Laws. The Project shall be planned, designed, engineered, and
constructed in accordance with all governmental laws, ordinances, approvals, regulations and
requirements applicable thereto.

(b) MOU Subject to Laws. This MOU shall be subject to all valid laws and regulations of
the United States of America and the State of Colorado, and any other governmental body or agency
having lawful jurisdiction or any authorized representative or agency of any of them, provided,
however, that no ordinances enacted by either of the Parties shall impair the obligations of this MOU.

(c) Notwithstanding other provisions in this MOU to the contrary, the Parties understand
and acknowledge that they are subject to Article X, § 20 of the Colorado Constitution (“TABOR”).

a. The parties do not intend to violate the terms and requirements of TABOR by the
execution of this MOU.

b. It is understood and agreed that this MOU does not create a multi-fiscal year direct
or indirect debt or obligation within the meaning of TABOR and, therefore,
notwithstanding anything in this MOU to the contrary, all payment obligations of
the parties are expressly dependent and conditioned upon the continuing
availability of funds beyond the term of the parties’ current fiscal period ending
upon the next succeeding December 31.
c. Financial obligations of the parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the responsible party and other applicable law.

d. Failure of a party to make appropriation of amounts required in any fiscal year, if not promptly cured, shall result in termination of this MOU.


Any notice, request, demand or statement provided for in this MOU shall be in writing and shall be considered to have been duly delivered when personally delivered, sent by a recognized overnight delivery service (prepaid), or sent by registered or certified mail, postage prepaid, return receipt requested, (provided that invoices sent hereunder may be sent by first class mail or email attachment as herein provided), addressed as follows to the party entitled to receive same:

(a) Georgetown

Kent Brown
Town Administrator
Town of Georgetown
404 6th Street
Georgetown, CO 80444

With a copy to: Gerald E. Dahl, Town Attorney
Murray Dahl Kuechenmeister & Renaud LLP
710 Kipling Suite 300
Lakewood CO 80215

(b) Black Hawk

Jack D. Lewis, City Manager
City of Black Hawk
211 Selak Street
P.O. Box 68
Black Hawk, CO 80422

With a copy to: Corey Hoffmann, City Attorney
Hoffmann, Parker, Wilson & Carberry, P.C.
511 Sixteenth Street, Suite 610
Denver, CO 80202-1468
Telephone: (303) 825-6444
Facsimile: (303) 825-1269

Either party may change its address or contact information for purposes of this MOU by giving notice of such change as provided in this Section. Notwithstanding the provisions of this Section 16, Project Cost invoices to Black Hawk shall be provided as set forth in Section 11.

Section 17. Severability.

If any provision of this MOU shall be held by a court of competent jurisdiction to contravene or be invalid under the laws of the State of Colorado or the United States, such contravention or invalidity shall not invalidate the whole MOU but the MOU shall be construed as though not
containing that particular provision and the rights and obligations of the Parties shall be construed and enforced accordingly.

Section 18. Governing Law; Jurisdiction; Venue; Attorney Fees.

This MOU shall be governed and construed in accordance with the laws of the State of Colorado. Each Party hereby expressly and irrevocably agrees and consents that any suit, action or proceeding arising out of or relating to this MOU and the transactions contemplated hereby shall be instituted by either Party hereto exclusively in any State court sitting in Clear Creek County, Colorado or, if federal jurisdiction exists, exclusively in the Federal court sitting in the City and County of Denver, State of Colorado and, by the execution and delivery of this MOU, each Party expressly waives any objection which it may have now or hereafter to the venue of any such suit, action or proceeding.

Section 19. Counterparts.

This MOU may be executed in several counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.

Section 20. Intent of Agreement.

This MOU is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto. Nor shall this MOU or any provision hereof be deemed a waiver, abrogation, or diminishment of any governmental immunity available to the Parties.

Section 21. Amendments.

This MOU may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by both of the Parties.

Section 22. Assignability.

(a) Assignment to Successor Governmental Entity. Neither Party, without the written approval of the other Party, may assign its rights and obligations under this MOU except to a governmental entity that succeeds to ownership of that Party’s municipal water system, which governmental entity shall become a “Subsequent Party” upon execution by the other Party and by the Subsequent Party of an Amendment to this MOU whereby the Subsequent Party agrees to be bound by all terms and conditions of this MOU and agrees to assume all obligations of the former Party under this MOU. Such written Amendment shall by its written terms release the former Party from all further obligations under this MOU, but shall not release the former Party from any payment obligations incurred prior to the date of such Amendment. Upon execution of such Amendment by the remaining Party and the Subsequent Party, the Subsequent Party shall be entitled to all rights of the former Party under this MOU and shall be obligated for all further obligations of the former Party under this MOU.

(b) Assignment to Another Governmental Entity. Except as set forth in subsection (c) below, a Party may assign all of its rights and obligations under this MOU to another governmental
entity only upon written approval by the other Party, which may be withheld for any reason. Such assignment or transfer shall only be effective upon the execution by both of the Parties and by the other governmental entity of an Amendment to this MOU setting forth all terms and conditions of the assignment and transfer and all the rights and obligations of the transferee, which then shall become a Subsequent Party under this MOU. Neither Party may assign its rights or obligations hereunder to a person or entity that is not a governmental entity.

(c) **Assignment of Vidler Agreement and Supplemental Storage Agreement by Black Hawk.** If Black Hawk assigns the Vidler Agreement and Supplemental Storage Agreement as provided in such agreements, the assignee shall succeed to all rights and obligations of Black Hawk hereunder, as set forth in Section 24 below.

(d) **Void Assignment.** Any assignment of any of a Party’s rights or obligations under this MOU in violation of this Section shall be void and of no force and effect.

**Section 23. Termination of Project.**

(a) **Termination.** The Parties intend that the Project will only be terminated by mutual written agreement or for causes beyond their reasonable control (to which the Parties shall first agree in writing), that render the Project infeasible, including without limitation financial or legal restrictions, provided, however, that if Black Hawk terminates the Vidler Agreement and the Supplemental Storage Agreement prior to completion of the Project, the provisions of Section 10 and Section 24 shall apply.

(b) **Ownership of Property Paid for as Project Costs.** All personal property, reports, studies, design drawings and/or specifications or other items that are paid for as Project Costs shall be and remain the property of Georgetown. Black Hawk shall have the right to copies of any Project reports, studies, design drawings and/or specifications, or other documents for its own use other purposes, upon payment of reasonable copying costs, if such information cannot be provided electronically.

**Section 24. Black Hawk’s Termination or Assignment of Vidler Agreement and Supplemental Storage Agreement.**

(a) **Termination of Vidler Agreement and Supplemental Storage Agreement.** The Parties acknowledge that Black Hawk may terminate the Vidler Agreement and Supplemental Storage Agreement in accordance with their respective terms, subject to Black Hawk’s responsibility for its share of Project Costs incurred prior to the date of termination, as set forth in Section 10 of this MOU.

(b) **Assignment of Vidler Agreement and Supplemental Storage Agreement.** Black Hawk may also assign its rights and obligations pursuant to the Vidler Agreement and Supplemental Storage Agreement, subject to Georgetown’s approval, and Black Hawk agrees that any such assignments shall also require the assignee to comply with all terms and conditions of this MOU.
Section 25. No Waiver.

Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder.

Section 26. Force Majeure.

No party shall be held liable for a failure to perform hereunder due to wars, strikes, acts of God, natural disasters, drought, force majeure, or other similar occurrences outside of the reasonable control of that party.

Section 27. Interpretation and Construction.

Titles and paragraph headings shall not be used to alter the meaning of this MOU. This MOU was prepared and negotiated jointly by the Parties and their respective legal counsel, and shall not be construed against either Party as the drafting party.

Section 28. Binding Agreement - Recording.

This MOU is binding upon the Parties hereto, their successors and assigns, and may be recorded by either Party at its expense.

Section 29. Authorization of Signatures.

The Parties acknowledge and represent to each other that all approvals and procedures necessary to validly contract and execute this MOU have been performed and that the persons signing for each party have been duly authorized to do so.

Section 30. Counterparts.

This MOU may be signed using counterpart signature pages, with the same force and effect as if all parties signed on the same signature page.
IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized officers, on the dates shown below for each Party.

TOWN OF GEORGETOWN, COLORADO

By _____________________________________
                                  Police Judge

Date ____________________________________

Attest:                             Approved as to form:

_______________________________________
                                 Town Clerk

CITY OF BLACK HAWK, COLORADO

By _____________________________________
                                  Mayor

Date _________________________________

Attest:                             Approved as to form:

_______________________________________
                                 City Clerk
RESOLUTION 21-2018

A RESOLUTION
APPROVING A PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND M&C COMMUNICATIONS
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 21-2018

TITLE: A RESOLUTION APPROVING A PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND M&C COMMUNICATIONS

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

Section 1. The City Council hereby approves the Personal Services Agreement between the City of Black Hawk and M&C Communications attached hereto as Exhibit A in an amount not to exceed $54,000, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 14th day of March, 2018.

____________________________________
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk
SUBJECT: Request for approval of Personal Services Agreement with M&C Communications.

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

MOTION TO APPROVE Resolution 21-2018, A Resolution Approving a Personal Services Agreement between the City of Black Hawk and M&C Communications.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City contracted with M&C Communications in July of 2017 as a Public Relations Consultant to utilize proven PR strategies to improve the City’s reputation by highlighting special events for the City. In 2018, M&C will continue their PR strategies highlighting the City’s events and develop a coordinated campaign for all social media for the City.

AGENDA DATE: March 14, 2018

FUNDING SOURCE: 010-1101-1411581
Mayor and Council - Marketing

STAFF PERSON RESPONSIBLE: Jack D. Lewis, City Manager

DOCUMENTS ATTACHED: Proposed M&C Communications Personal Services Agreement

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY:

Jack D. Lewis, City Manager
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and M&C Communications whose address is 25587 Conifer Road, Suite 105-606, Confier, CO 80433, hereinafter referred to as “Contractor” as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR. Contractor shall perform the following: instruction and/or services during the days and times, and at the location, as more particularly described in Attachment “A”, which is attached hereto and incorporated herein and made a part hereof by this reference.

2. TERM. The term of this Agreement shall commence on the 1st day of January 2018 and shall terminate on the 31st day of December, 2018 unless earlier terminated pursuant to Section 9 herein.

3. COMPENSATION. In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment “A”.

4. METHOD OF PAYMENT. The compensation provided in Section 3 shall be paid by the City to Contractor upon filing of an invoice specifying the services provided.

5. EQUIPMENT, MATERIALS AND SUPPLIES. Unless otherwise agreed by the City, Contractor shall acquire, provide, maintain and repair at Contractor’s sole cost and expense such equipment, materials, supplies, etc., as necessary for the proper conduct of the aforesaid instruction and/or services.

6. COMPLIANCES. In the conduct of the instruction and/or services contemplated hereunder, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the City or its designated representatives.

7. INDEPENDENT CONTRACTOR. Contractor agrees that he/she is an independent contractor and that accordingly neither he she nor his employees are covered by the City's workers' compensation policy, or any other worker's compensation policy.

8. HOLD HARMLESS. Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all loss, damage, injuries, claims, or causes of action, or any liability of any kind whatsoever resulting from, arising out of or in connection with the instruction and/or services provided by Contractor pursuant to this agreement.

9. TERMINATION. The City shall have the right to terminate this Agreement upon three (3) days notice, if Contractor fails to comply with the terms and conditions set forth in this Agreement.

10. ASSIGNMENT. Contractor shall not assign or otherwise transfer this Agreement or any rights or obligations therein, without first receiving prior written consent of the City.
EXHIBIT A

11. INSURANCE. Contractor understands and agrees that Contractor shall have no right of coverage under any and all existing or future City comprehensive or personal injury liability policies, and in that regard, Contractor agrees to provide insurance coverage on behalf of the Contractor, that will sufficiently protect Contractor, or his agents, servants and employees, in connection with the services which are to be provided by Contractor pursuant to this Agreement.

12. CONTRACT INTERPRETATION
   A. No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.
   B. This is a completely integrated Agreement and contains the entire Agreement of the parties, and any prior written or oral agreement which are different from the terms, conditions and provisions of this Agreement shall be of no effect and shall not be binding upon either party.
   C. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided that neither party may assign its rights hereunder without the previous written consent of the other party which shall not be unreasonably withheld.
   D. Notice required or permitted to be given hereunder (including any notice of change of address) shall be considered delivered when hand-delivered or when mailed, by United States mail, first-class postage paid, as follows:

      City:
      Jack D. Lewis, City Manager
      City of Black Hawk:
      PO Box 68
      Black Hawk, CO 80422

      Contractor:
      Diane Mulligan, President
      25587 Conifer Road, Suite 105-606
      Conifer, CO 80433

      All notices so given shall be considered effective when delivered by hand-delivery, or in writing, as stated above.

   E. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute a single agreement.
   F. This Agreement is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.
EXHIBIT A

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

CONTRACTOR

By: [Signature]

STATE OF COLORADO
COUNTY OF Gilpin

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 8th day of March, 2018, by Diane Mulligan.

My commission expires: 3/25/2019

(SEAL) Notary Public

Michele Martin
Notary Public

Notary Public
Attachment A

2018 Black Hawk PR Plan

Research
- Primary Research -
  - Analysis of the City, coverage & issues
  - Founded 1859 during Pikes Peak Gold Rush

Contact(s)
- Local contacts
  Mayor Spellman, 303-582-5221 dspellman@cityofblackhawk.org
  Jack Lewis, jlewis@cityofblackhawk.org 303-582-5878

Issue Analysis
- Challenge/Opportunity Statement
  - Create a destination resort with year-round appeal not just for gamblers
  - Educate the public on how and why Black Hawk receives its funding to improve and enhance the town
  - Educate the public and legislators about Black Hawk’s financial impact on Colorado as a whole
- Analysis
  - Strengths - History, Vision
    - Gregory Street pedestrian mall
    - Hiking/Biking trail improvement
    - Mine tours
    - Triple hotel rooms from 1,000 to 3,000
  - Weaknesses (internal) -
    - Lack of cohesive social media strategy
    - Limited events
Opportunities -
- Annual events
- New historic renovation story
- Bobtail Mine reopens - 2018/2019
- Innovation group does studies for casino properties around the world
- CLS - does hotel analysis
- Biggest takeaway is that there isn’t a lot to do other than gaming
- Food is the top interest per research

Threats -
- Lack of retail interest
- Lack of support at legislature

Goal(s)

- Campaign goal(s)
  - Increased visitor numbers year-over-year 10%
  - Increase city reputation among Key Opinion Leaders -
    - Develop KOL list
    - Develop survey
    - Execute survey
    - Re-survey at end of 1st Quarter 2018

- Short-term goals
  - 1-3 local news stories every quarter
  - Quarterly newsworthy events

- Long-term goals
  - Increase city reputation among Key Opinion Leaders -
    - Develop KOL list
    - Develop survey
    - Execute survey
    - Re-survey at first quarter

Client Profile

- Strengths and weaknesses in light of campaign goal/s
  - Strengths
• Historical significance of town
• Location near to Denver but a world away
• Great press end interest

• Weaknesses
  • Reputation?
  • Lack of Millennial knowledge about the city?
  • Lack of visitor entertainment opportunities
  • Limited hotel rooms

Client/campaign goal statement
• Increase the image of Black Hawk for first-time visitors and enhance the image for Coloradans who haven’t visited Black Hawk in awhile.

Target Audiences
• Primary target audience - people/consumers we’re trying to reach
  • 45-65 men and women with discretionary income
  • Millennials with discretionary income
  • DINC
  • Denver and Colorado Tourists
  • Staycationers
• Intervening target audience - how we’re trying to reach primary audience
  • Media
    • All state TV stations
    • All state Radio (NPR, KOA, others)
    • All front range newspapers
      • Denver Post Jason Blevins 10/15/16
    • Front range magazines (5280, Denver Life, etc)
    • Sunset, travel publications
  • Bloggers
  • Influencers/advocates

Target Media Outlets
• Traditional
  • All state TV stations (Denver, Co Springs, Grand Junction)
  • All state Radio (NPR, KOA, others)
  • All front range and state newspapers
Front range magazines (5280, Denver Life, Serendipity, etc)
Sunset, travel publications
National newspapers with reporters in Denver (NYT, Wash Post)

Non-traditional
Possibly financial magazines
Outdoor recreation magazines
Explore Colorado Tourism Office opportunities

Social media
Develop monthly social media calendar
4 Social media per plan posts per week
6 Instagram posts per week
5 Twitter posts per week
http://www.cityofblackhawk.org/visit-black-hawk/weather/

Top three outlets where client wants coverage - "home run" outlets
850KOA
Fox31/WB2
Denver Post

Key Differentiators
Top Colorado destination that preserves the past, prepares for the futures and is still making history!
Gaming, entertainment and nature destination only 45 minutes from Denver
Year-round appeal for more than gamblers, creating visitor volume and velocity (in development)
Exceptional entertainment value as it finishes the realignment of Gregory street with restaurants, breweries, specialty retailers and conference space. (in development)
Unique, picturesque mountain mecca for hiking, mountain biking and outdoor events.
Colorado mountain town with a rich history preserved by the pride of the townspeople.

Messaging
30-second elevator pitch – city description for the cocktail party circuit
Have you been to Black Hawk recently, if you haven’t you been lately you haven’t been. It is a great location for adults of all ages, from the history that started before Colorado was a state to the latest gaming, delicious buffets and fabulous events.
Controlled messaging -
• This city of fewer than 100 people expands to 20,000 on the weekends
  • Re-building as a resort destination
  • Gregory Street casino-free pedestrian mall
    ■ brewerles
    ■ distilleries
    ■ eateries
    ■ shops
  • Mountain biking and hiking trails
• Paid or Owned media - Mountain time radio stations?

Uncontrolled messaging - Earned media
• Crisis messaging - full plan needed due end of first quarter 2018

Creative Concept - if needed
• Action strategies
  • History App Tour of Town
    Current map on website only highlights Casinos
    Reporters need update on Constitutional amendment
  • Graphics, labeling, logos, etc.
• Message strategies
  • Specific for individual creative tactics
    ■ Social media posts, infographics

Objectives
• Impact Objectives - desired impact on the target audience
  • 2018 - visitor increase 10% - 25%
• Process Objectives - desired impact on intervening audience,
  • Earn 1-3 media mentions per quarter in 2018
  • Increase Social media per plan posting and engagement by 10%-25%

Evaluation
• Measure results for each Objective - metrics based on objectives/client business goals
  • Traditional Media coverage analysis metrics
Tactics

- Controlled - Paid, Owned, Shared by PR team
  - Social media
  - Paid Facebook Boosts
  - Editorials

- Uncontrolled - Earned, Shared by any other voices
  - Black Hawk Anniversary
  - 4th of July
  - Holiday Event

Timeline

January
- History App developed - put on hold
- History Windows developed
  - Once plan is finished, set meeting with Saratoga to see if they would partner with city in paying for the windows
- Draft custom media/influencers list
- Explore potential partnerships
- Develop City fitness run -
  - 86 stairs, 104 steps with landing
  - Garage up Bobtail Rd and back
- Meet with Run planners on fitness event/Run
- Plan ACFCFA Culinary March Event - Casino Cooks Cook-off - Outreach to High School Counselors
- Twitter WX list
- Social media per plan

February
- Collaborate with Denver.org?
- History App unveiled - on hold
- History windows unveiled - in progress
Valentines Day - Social media per plan
Approval request on Beer tasting event
ACFCCA Culinary Event Plan Develop
Garage grand opening/5K race plan developed
Tramway Demonstration Video plan developed
Cohn Meeting on BID collaboration
  o 4th of July
  o Run

March
- Sculpture tour developed
- St. Patrick’s Day Event? - check with BID
- ACFCCA Culinary Event Plan Execution
- 4th of July event magazine calendars
- Plan Garage Opening/Run execution
- Social media per plan
- Cohn Meeting on BID collaboration
- Social Media Per Plan
  o St. Patrick’s Day
  o ACFCCA Event Updates
  o Race Sign-ups?

April
- ACFCCA Culinary Event - April 26th
- Sculpture Tour unveiled
- Black Hawk Incorporated April 12, 1864 - Press Release or Social 154 years
- Gina Peterson - Mile High Living paid coverage?
- Cohn Meeting on BID collaboration
- Hosting Urban Land Institute Meeting (ULI)
  o resort planners from around the world
  o hosting because of work on Gregory Street
  o Jack will let us know if they want press
  o Should be some social media opportunities
  o RETL (Colorado Group that is running event) we may need to coordinate with them
- Magazine Calendars Beer Tasting Event
- Plan Garage Opening/Run execution - Calendar Outreach
- Social media per plan
  o Previous winners of Gilpin HS Scholarship - Where are they now video
o Preview BH City runners in the Colfax Marathon
o Wildflowers on Marilyn Mountain
o Come spend your tax refund in BH
o Sculpture Plan social media
o Race Sign-ups?
ou City Hall Facelift?

May
- Mother’s Day release
- Memorial Day release
- 4th of July Plan developed
- September ACFCCA Cook-off Plan developed
- Plan Garage Opening/Run execution
- Cohn Meeting on BID collaboration
- Social media per plan
  o BH City members running in May 20th Colfax Marathon
  o Gilpin High School Graduation Scholarship Check awarded - Awardees intv
    ■ $6k scholarship ($750 per semester)
    ■ Garage Update
    ■ Race Sign-ups
    ■ Memorial Day
    ■ Mother’s Day
    ■ ACFCCA Preps
    ■ Flowers Planted

June
- Father’s Day release
- 4th of July Plan
- ACFCCA Culinary Event plan executed
- Plan Botanic Gardens event
- Plan Garage Opening/Run execution
- Social media per plan
- Cohn Meeting on BID collaboration

July
- 4th of July Event
- Plan Garage Opening/Run execution
- Botanic Gardens, high altitude gardens class
- ACFCCA Culinary Event plan executed
- Develop Beer Tasting Event
- Social media per plan
- Cohn Meeting on BID collaboration

**August**
- Garage slated for completion Aug 6 (120 parking spaces/3 levels) - Grand opening event in September in conjunction with 5K run
- Garden show or walk
- Plan Garage Opening/Run execution
- ACFCCA Culinary Event plan executed
- Develop Halloween Event
- Social media per plan
- Cohn Meeting on BID collaboration

**September**
- Grand Opening Event with Run (see event sheet)
- Develop Holiday Event Plan
- ACFCCA Culinary Event - Best Hamburger Cook-off event
- Beer Tasting Event (Don’t Compete with Central City event) Do we move this to October since we will have the Garage opening/Run in September?
- Social media per plan
- Cohn Meeting on BID collaboration

**October**
- Halloween spooky mine/gold run town movies
- Social media per plan
- Cohn Meeting on BID collaboration

**November**
- Light the lights plan
- ACF Culinary Event
- Social media per plan
- Cohn Meeting on BID collaboration

**December**
- 2018 Annual report
- 2019 Plan preparation
- Social media per plan
- Cohn Meeting on BID collaboration

**Resource list**
Lantern Newsletter on City of Black Hawk website
Crooks - has a commercial kitchen - Work with Colorado Chefs Association to do a special quarterly event

**Budget**
$4500 monthly retainer from 1/1/18 through 12/1/18