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 EMPLOYEE: Matthew Bowman, Firefighter
   Cody Kalb, Firefighter

6. PUBLIC COMMENT: Please limit comments to 5 minutes

7. APPROVAL OF MINUTES: October 25, 2017

8. PUBLIC HEARINGS:
   None

9. ACTION ITEMS:
   A. Resolution 65-2017, A Resolution Approving the Agreement of Lease Between the City of Black Hawk as Lessor and MW Golden Constructors as Lessee for Property Located at 271 Gregory Street
   B. Resolution 66-2017, A Resolution Approving the Personal Services Agreement with Peak Program Value LLC in an Amount Not to Exceed $206,670.00 for a Comprehensive Construction Program Validation Process of the City’s Residential Guide to Programs
   C. Resolution 67-2017, A Resolution Approving the License Agreement Between the City of Black Hawk and Artists View Entertainment

10. CITY MANAGER REPORTS: Holiday Bonus Discussion

11. CITY ATTORNEY:

12. EXECUTIVE SESSION:

13. ADJOURNMENT:

MISSION STATEMENT
The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community
My experience with BHFD so far has exceeded my expectations. I have the privilege of working with some really great people and also making a living doing what I love to do. I have experience in the fire service and also as an EMT. I volunteered with Palmer Lake Fire Department and continue to volunteer with Falcon Fire Protection District. We live in Colorado Springs and we love having fun together as a family. My stepson-elect Oliver is four and I am elated to say that my fiancé Amber and I are expecting a wonderful addition to our family, due in December! My hobbies include hiking, spending time with my family, and shooting.
I am a Colorado native, spending a majority of my years in the Arvada area. Growing up, I attended Faith Christian Academy from 3rd grade through high school. I played competitive sports as a kid and continue to play ice hockey in an adult hockey league. After high school, I lived in New Zealand and worked with a non-profit mercy organization that provided basic healthcare and education to the surrounding islands. I have been a volunteer firefighter/EMT for the Golden Fire Department for 5 years. I am blessed and excited to have been hired by the Black Hawk Fire Department and look forward to a long and fulfilling career.
New Public Works employee Alex Hinojos rang the bell.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, October 25, 2017, at 3:00 p.m. by Mayor Spellman.

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

   Staff present: City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, Fire Chief Taylor, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Street Superintendent Schaller, Street Maintenance Hinojos, 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: City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. It was noted that Alderman Torres declared a Conflict of Interest with Agenda items 8A and 9A, no additional conflicts were noted from Council.

   City Attorney Hoffmann asked the audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. The audience had no objections.
5. INTRODUCTION OF NEW EMPLOYEE: Alex Hinojos, Street Maintenance Worker

Street Superintendent Schaller introduced Alex Hinojos, the City’s newest Street Maintenance employee for Public Works. Alex is a Colorado native and was previously self-employed. He was warmly welcomed by Council.

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

7. APPROVAL OF MINUTES: October 11, 2017

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

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

8. PUBLIC HEARINGS:

A. Resolution 63-2017, A Resolution Approving a Certificate of Appropriateness for the Demolition of the Non-Historic Portion of a Shed on the Property Located at 211 Horn Street

Mayor Spellman read the title, opened the public hearing, and noted for the record that Alderman Torres had left the dais.

Community Planning and Development Administrator Linker introduced this item. She said this new Certificate of Appropriateness was in addition to the one originally received in May for the full construction, rehabilitation, and site work. She said the Historic Preservation Commission reviewed the application and found that the demolition of the non-historic portion of the shed did meet the intent of Black Hawk’s criteria and would not negatively impact the status of the property, or the character of the Historic District overall, and approval was recommended.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 63-2017, a Resolution approving a Certificate of Appropriateness for the demolition of the non-historic portion of a shed on the property located at 211 Horn 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 Bennett MOVED and was SECONDED by Alderman Midcap to approve Resolution 63-2017, a Resolution approving a Certificate of Appropriateness for the demolition of the non-historic portion of a shed on the property located at 211 Horn Street.

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously 5-0.

9. **ACTION ITEMS:**

A. **Resolution 64-2017, A Resolution Approving the First Amendment to the Historic Preservation Easement Agreement from Benito Torres to the City of Black Hawk for the Property Located at 211 Horn Street**

Mayor Spellman read the title and noted for the record that Alderman Torres was still gone from the dais.

Community Planning and Development Administrator Linker explained that Resolution 35-2017, approved in May, amended the Historic Preservation Easement Program by deleting the release of the Historic Preservation Easement after a period of ten years, causing the easement to remain perpetual. She said staff had found three existing agreements that still had this language and reached out to the property owners to request they sign a First Amendment to their Historic Preservation Easement to reflect the intent of Resolution 35-2017. She said only the owners of 211 Horn Street were willing to sign the amendment, and though the other two chose not to sign, their easements will remain perpetual as per Resolution 35-2017.

Alderman Midcap thanked Linker for the amount of work that goes into her packet of material.

**MOTION TO APPROVE**

Alderman Armbrght MOVED and was SECONDED by Alderman Bennett to approve Resolution 64-2017, a Resolution approving the first amendment to the Historic Preservation Easement Agreement from Benito Torres to the City of Black Hawk for the property located at 211 Horn Street

**MOTION PASSED**

There was no discussion and the motion PASSED unanimously 5-0.

Alderman Torres returned to his seat at the dais.
10. CITY MANAGER REPORTS: City Manager Lewis requested disposal of a City asset. The Police Department would like to donate a safe, which is no longer used, to the Gilpin County Sheriff’s Department. There was unanimous approval to move forward with the donation.

City Manager Lewis suggested only one meeting each for November and December. He recommended vacating both November 8 and November 22, and hold the November meeting on November 15 instead. Alderman Torres could not make that date. It was decided to keep the November 8 meeting date and City Attorney Hoffmann assured that he could have the enabling legislation to implement the results from the November 7 election by that time. Lewis added that the budget also be on the November 8 agenda. It was also decided to only hold the December 13 meeting and cancel December 27.

11. CITY ATTORNEY: City Attorney Hoffmann advised City Council that Black Hawk currently does not have any regulations on mobile homes or manufactured homes, which are by law allowed in every municipality. He said upon Council direction he is working on regulations to ensure those homes are compatible with the historic fabric of the City and its building and design aspects.

12. EXECUTIVE SESSION: City Attorney Hoffmann 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 3:15 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 Armbright MOVED and was SECONDED by Alderman Bennett to adjourn the Executive Session at 3:30 p.m.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.
13. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council closed at 3:30 p.m.

Melissa A. Greiner  
City Clerk

David D. Spellman  
Mayor
RESOLUTION 65-2017
A RESOLUTION
APPROVING THE
AGREEMENT OF LEASE
BETWEEN THE CITY OF
BLACK HAWK AS
LESSOR AND MW
GOLDEN
CONSTRUCTORS AS
LESSEE FOR PROPERTY
LOCATED AT 271
GREGORY STREET
TITLE: A RESOLUTION APPROVING THE AGREEMENT OF LEASE BETWEEN THE CITY OF BLACK HAWK AS LESSOR AND MW GOLDEN CONSTRUCTORS AS LESSEE FOR PROPERTY LOCATED AT 271 GREGORY STREET

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

Section 1. The Agreement of Lease between the City of Black Hawk as Lessor and MW Golden Constructors as Lessee for the property located at 271 Gregory Street, attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 8th day of November, 2017.

________________________________________
David D. Spellman, Mayor

ATTEST:

________________________________________
Melissa A. Greiner, CMC, City Clerk
SUBJECT: Approve Resolution 65-2017, a Resolution executing the lease with MW Golden Constructors for the property at 271 Gregory Street in the amount of $1,500.00 per month over the course of nine months for a total payment of $13,500.00.

RECOMMENDATION:
If City Council chooses to approve Resolution 65-2017, a Resolution executing the lease between the City of Black Hawk and MW Golden Constructors, the recommended motion is as follows: “Approve Resolution 65-2017, a Resolution approving the Agreement of Lease between the City of Black Hawk as lessor and MW Golden Constructors as lessee for property located at 271 Gregory Street.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
MW Golden would like to use the City-owned property at 271 Gregory Street as a construction office during construction of the St. Charles Carriage House. The proposed lease would begin on November 15th, 2017, which is the day after the lease with CEI for the same property is set to expire. MW Golden’s lease would run through August 14th, 2018, with an option to continue the lease beyond this date on a month-to-month basis.

FUNDING SOURCE: Gregory Street Parking Structure: 305-3101-431-75-13

WORKSHOP DATE: November 8, 2017

ORIGINATED BY: Matt Reed/Tom Isbester

STAFF PERSON RESPONSIBLE: Matt Reed/Tom Isbester

PROJECT COMPLETION DATE: August 14, 2018

DOCUMENTS ATTACHED: Agreement of Lease

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

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director Jack D. Lewis, City Manager
AGREEMENT OF LEASE

THIS LEASE is made and entered into this_____ day of _______________, 2017, by and between the City of Black Hawk (“Lessor”) and MW Golden Constructors. (“Lessee”).

ARTICLE 1 - DEFINITIONS

The following definitions apply when these terms are used in this Lease:

1.1 “Lessor” and “Lessee” include landlords and tenants and shall apply to persons, both men and women, companies, co-partnerships and corporations; and in reading this Lease, the necessary grammatical changes required to make its provisions mean and apply as aforesaid shall be made in the same manner as if written into the Lease.

1.2 “Premises” means the property with an address of 271 Gregory Street, Black Hawk, Colorado 80422.

ARTICLE 2 - LEASED PREMISES

In consideration of the rents, covenants and agreements herein reserved and contained, Lessor demises and leases to Lessee, and Lessee rents from Lessor, the Premises.

ARTICLE 3 - TERM AND RENT

3.1 Term of the Lease. The term of this Lease shall commence on November 15th, 2017, and shall expire on August 14th, 2018.

3.2 Holding Over. If Lessee remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of Lessor, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, this Lease and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein. A hold over monthly rental payment of one thousand five hundred dollars ($1,500.00) shall be paid by Lessee to Lessor in advance on the fifteenth (15th) day of each calendar month in which the hold over continues.

3.3 Rent. Lessee shall pay rent to Lessor in the amount of one thousand five hundred dollars ($1,500.00) per month for a total payment of thirteen thousand five hundred dollars ($13,500.00); this payment shall be in the form of reducing the St. Charles Carriage House contract by the amount indicated above through a deductive Change Order. Execution of this deductive Change Order will eliminate the need for a monthly payment. Lessee shall also pay the cost of any utilities associated with the use of the Premises, including, but not limited to, gas, electricity, telephone, and water and sewer utility charges.
3.4 **Damage Deposit.** A damage deposit will not be required. The Lessee shall correct all damage to the Premises sustained during the term of this Lease, reasonable wear and tear excepted.

3.5 **Maintenance.** The Lessee, at its sole cost and expense, shall keep and maintain the Premises in good order and condition, free of rubbish, and shall promptly make all non-structural interior repairs necessary to keep and maintain such good order and condition. Lessee shall replace lights, ballasts, tubes, ceiling tiles, outlets and similar equipment as necessary. When used in this paragraph, the term "repairs" shall include replacements and renewals when necessary. All repairs made by Lessee shall utilize materials and equipment which are at least equal in quality and usefulness to those originally used in constructing the Building and the Premises. Lessee shall perform regular janitorial services at the Premises and shall keep and maintain the Premises in good condition and repair. The Premises shall be surrendered to the Lessor in the same condition as existed at the commencement of the Lease term, reasonable wear and tear excepted.

3.6 **Termination.** Lessor and Lessee may terminate this Lease upon ninety (90) days written notice, with or without cause.

**ARTICLE 4 - USE OF PREMISES AND TENANT IMPROVEMENTS**

4.1 The Premises shall be used as general office use and associated permitted activities. Lessee further covenants and agrees that the use of the Premises shall be at all times in accordance with applicable zoning regulations of the City. Moreover, the Parties hereto acknowledge and agree that the Premises do not include any parking spaces for the exclusive use of the Lessee.

4.2 **Suitability.** As of the date of his execution of this Lease, Lessee has inspected the physical condition of the Premises and has received the same in “as is” condition. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OR STATE OF THE PREMISES OR ITS FITNESS OR AVAILABILITY FOR ANY PARTICULAR USE, AND LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LATENT OR PATENT DEFECT THEREON. Lessee may use said Premises for the uses specified in this Lease, so long as such uses conform with zoning and use restrictions of all authorities affecting the Premises, and Lessee will not do, or permit to be done, any action or thing which is contrary to any legal or insurable requirement or which constitutes a public or private nuisance or waste.

4.3 Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, modifications or improvements, in, to or about the Premises.

4.4 Lessee shall not suffer nor permit any mechanic's liens or public works claims to be filed against the Premises by reason of work, labor, service or materials supplied or claimed to have been supplied to Lessee as a result of an agreement with, or the assent of Lessee. Nothing in this
Lease shall be construed as constituting the consent or request of Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part thereof. Nothing in this Lease shall be construed as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens or public works claims against Lessor's interest in the Premises. If any such mechanic's lien or public works claims shall at any time be filed against the Premises, Lessee shall cause the same to be discharged of record within thirty (30) days after the date Lessee has knowledge of such filing. If Lessee shall fail to discharge such mechanic's lien or public works claims within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien. However, Lessee shall not be required to pay or discharge any such mechanic's lien or public works claims so long as Lessee shall in good faith proceed to contest the same by appropriate proceedings; provided, however, Lessee shall give notice in writing to Lessor of its intention to contest the validity of such lien and/or claim.

ARTICLE 5 - RIGHT OF ENTRY

Lessor shall at all times have the right to enter upon the Premises to inspect its condition.

ARTICLE 6 - INDEMNIFICATION

Lessee agrees that Lessor shall not be liable for any damage, either to person or persons or property or the loss of property sustained by Lessee or Lessor or by any other person or persons due to the use of the Premises, due to the happening of any accident, or due to any act or neglect of Lessee, or any occupant of the Premises, or the use or misuse of any instrumentality or agency in or connected with the Premises, or occasioned by any nuisance made or suffered thereon. Lessee agrees to save Lessor harmless thereon and therefrom, and to indemnify Lessor on account thereof, subject to the limits of liability insurance contained in Article 7 herein; provided however, the limits of Article 7 shall not apply in the event Lessee's conduct is willful and wanton, or otherwise is not subject to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

ARTICLE 7 - INSURANCE

7.1 Lessee covenants and agrees that from the date hereof Lessee will procure and maintain throughout the term, at its sole cost and expense, general liability insurance in the amount of at least $350,000 per person and $990,000 per occurrence.

7.2 All policies or insurance provided for in Section 7.1 shall be issued by solvent and responsible insurance companies licensed to do business in the State of Colorado with a general policy holder's rating of not less than “A” and a financial rating of “AAA”, as rated in the most current available “Bests” Insurance Reports, and qualified to write such policies in the State of
Colorado. Each such policy shall be issued in the names of Lessor and Lessee, and their designees. Said policies shall be for the mutual and joint benefit and protection of Lessor and Lessee, and such policy of insurance, or a certificate thereof, shall be delivered to each of Lessor and any such other parties in interest prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent. All such policies of insurance shall contain provisions that (a) the company writing said policy will give to Lessor and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellations or lapses, or the effective date of any reduction in the amounts of insurance; and (b) the insurer waives the right of subrogation against Lessor and against Lessor's agents and representatives. All such public liability, property damage and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which Lessor may carry. All such public liability and property damage policies shall contain a provision that Lessor and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Lessee. Lessee's failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder, entitling Lessor to exercise any or all of the remedies provided in this Lease in the event of Lessee's default.

ARTICLE 8 - REMEDIES UPON DEFAULT

8.1 Events of Default Defined. The following shall be “events of default” by Lessee under this Lease and the term “event of default” shall mean, whenever it is used in this Lease, any one or more of the following events:

8.1.1 Failure by Lessee to pay any sums to Lessor when due hereunder, and continuation thereof for a period of ten (10) business days.

8.1.2 Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in subsection 8.1.1 of this section, for a period not to exceed thirty (30) days after written notice, specifying such failure and requesting that it be remedied and giving the time within which it will be cured, which time shall be reasonable under the circumstances, given to Lessee by Lessor.

8.2 Remedies on Default. Whenever any event of default shall have happened, Lessor may take any one or more of the following remedial steps:

8.2.1 Lessor may re-enter and take possession of the Premises, with court proceedings, and without terminating this Lease, and sublease the Premises for the account of Lessee, holding Lessee liable for the difference in the rent and other
amounts payable by such sublessee in such subleasing and the rents and other amounts payable by Lessee hereunder.

8.2.2 Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

8.2.3 If Lessor takes any of the remedial steps specified above and establishes default through appropriate court proceedings, then Lessor shall be entitled to recover all reasonable costs, including attorney fees. If Lessor fails to prove default in any such action, then Lessee will be entitled to costs and reasonable attorney fees from Lessor.

**ARTICLE 9 - SUCCESSORS**

_Successors._ This Lease shall inure to the benefit of and be binding upon Lessor, Lessee and their respective heirs, successors, representatives, administrators, executors and devisees. Lessee shall not assign this Lease or sublet the Premises or any part thereof. Any attempted assignment or subletting shall be deemed void and of no effect.

**ARTICLE 10 - SPECIAL COVENANTS OF LESSEE**

Lessee agrees that, at all times during the term of this Lease, it shall not place any refuse or rubbish on the Premises. With exception for refuse and rubbish generated in the normal course of business operations, which will be gathered and removed by the tenant in the normal course of daily activity.

**ARTICLE 11 - SURRENDER OF PREMISES**

Upon the expiration or termination of the Lease term, Lessee shall peaceably and quietly leave and surrender the Premises in the same condition as it exists on the date of the execution of this Agreement.

**ARTICLE 12 - MISCELLANEOUS PROVISIONS**

12.1 _Captions; Attachments._

12.1.1 The captions of the articles and sections of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.
12.1.2 Exhibits attached hereto, and addenda and schedules initialed by the parties, are deemed by attachment to constitute part of this Lease and are incorporated herein.

12.2 ** Entire Agreement.** This instrument, along with any exhibits and attachments hereto, constitute the entire agreement between Lessor and Lessee relative to the Premises and the provisions of this Agreement and the exhibits and attachments may be altered, amended, waived or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee agree hereby that any and all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Agreement.

12.3 ** Severability.** If any term or provision (except those having to do with rent) of this Lease shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law. In case the exception applies, the Lease shall be null and void after such determination.

12.4 ** Governing Law.** This Lease shall be governed and construed in accordance with the laws of the State of Colorado.

12.5 ** Notices.** All notices, demands and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand-delivered or shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the date personally served or two (2) days subsequent to the date that said notice was deposited with the United States Postal Service.

To Lessor: City of Black Hawk  
Attn: Lance Hillis, Finance Director  
P.O. Box 68  
Black Hawk, CO 80422  

To Lessee: MW GOLDEN CONSTRUCTORS  
Attn: Pam Golden, Secretary/Treasurer  
P.O. Box 338  
Castle Rock, CO 80104-0338
IN WITNESS WHEREOF, the parties to this Lease have set their hands and seals the day and year first written above.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

By: 
Jason Golden - Executive Vice President, MW GOLDEN CONSTRUCTORS

STATE OF COLORADO )
COUNTY OF DOUGLAS ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 25th day of October, 2017, by Jason Golden.

My commission expires: December 18, 2018

(S.E.A.L.)
TARA E. HAYNES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144047896
MY COMMISSION EXPIRES DECEMBER 18, 2018

Notary Public
# Certificate of Liability Insurance

**Certificate Number:** 2106178175  
**Certificate Date:** 11/3/2017

## Coverages

<table>
<thead>
<tr>
<th>Insurer</th>
<th>Policy Number</th>
<th>Policy Type</th>
<th>Policy Limits</th>
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<tbody>
<tr>
<td>Westfield Insurance</td>
<td>TRA3794755</td>
<td>Commercial General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Pinnacol Assurance</td>
<td>TRA3794755</td>
<td>Umbrella Liability</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Other Insurers</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Descriptions

- **General Aggregate Limit Applies Per:**
  - **Policy:** $1,000,000
  - **Project:** $500,000
  - **Location:** $5,000
- **Products - Combined Single Limit:**
  - **Bodily Injury (Per Person):** $1,000,000
  - **Bodily Injury (Per Accident):** $1,000,000
  - **Property Damage:** $2,000,000

### Certifications

- **City of Black Hawk**
  - **Address:** P. O. Box 68
  - **City:** Black Hawk

### Cancellation

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

### Authorized Representative

[Signature]

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RESOLUTION 66-2017
A RESOLUTION
APPROVING THE
PERSONAL SERVICES
AGREEMENT WITH
PEAK PROGRAM VALUE
LLC IN AN AMOUNT NOT
TO EXCEED $206,670.00
FOR A COMPREHENSIVE
CONSTRUCTION
PROGRAM VALIDATION
PROCESS OF THE CITY’S
RESIDENTIAL GUIDE TO
PROGRAMS
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 66-2017

TITLE: A RESOLUTION APPROVING THE PERSONAL SERVICES AGREEMENT WITH PEAK PROGRAM VALUE LLC IN AN AMOUNT NOT TO EXCEED $206,670.00 FOR A COMPREHENSIVE CONSTRUCTION PROGRAM VALIDATION PROCESS OF THE CITY’S RESIDENTIAL GUIDE TO PROGRAMS

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 with Peak Program Value, LLC for a comprehensive Construction Program Validation Process of the City’s Residential Guide to Programs in an amount not to exceed $206,670.00.

RESOLVED AND PASSED this 8th day of November, 2017.

________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Personal Services Agreement

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

MOTION TO APPROVE Resolution 66-2017, A Resolution Approving the Personal Services Agreement With Peak Program Value LLC In An Amount Not To Exceed $206,670.00 For A Comprehensive Construction Program Validation Process Of The City’s Residential Guide To Programs

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Staff is recommending Council approval of the Personal Services Agreement with Peak Program Value, LLC for a comprehensive Construction Program Validation Process of the City’s Residential Guide to Programs in an amount not to exceed $206,670.00.

AGENDA DATE: 11/08/2017

WORKSHOP DATE: N/A

FUNDING SOURCE: 203-0000-502-6867

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

DOCUMENTS ATTACHED: Personal Service Agreement

RECORD: [ ]Yes [ X ]No

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

SUBMITTED & REVIEWED BY:

Jack D. Lewis, City Manager
Dear Jack:

Peak Program Value, LLC (PPV) appreciates being considered to deliver value to the City of Black Hawk, CO (Client) by conducting a Construction Program Validation Process.

I. Basic Services

The proposal for PPV's Basic Services is as follows:

**Phase 1.A:** Initial Validation of Residential Construction Program 15 NOV to 31 JAN 2017

A. Initial Research & Sample Project Selection
B. Initial Historic Project Data Gathering & Information Management  
   (access to info to be provided by the City; includes "Lessons Learned" Work Session w/City Staff)
C. Initial Analysis of Data and Comparison to Standards of the Industry
D. Interview of a Sample of Participants in Previous Construction Projects; ID and Collate Lessons Learned
E. Conduct Sample Market Research on Local & Statewide Construction Cost Escalation from 2007 to 2016
F. Initial Analysis of Construction Cost Premiums Paid by the City (if any) and Identify their Drivers by Category
G. Prepare Draft of Summary Findings
H. Prepare for & Facilitate "Design & Construction Procurement Options" Interactive Work Session with City Staff

II. Fees for Basic Services: PPV's fees for Basic Services Above be will be as follows:

**Phase 1.A**  $ 45,615

Please note PPV’s fees do not include reimbursable expenses (i.e. travel, lodging and subsistence, parking, mileage, and shipping costs), which will be billed at cost + 10% and will not exceed $3,000 without prior authorization.
III. Additional Services at the Client’s Option

The following Additional Services are not authorized with Basic Services, but may be requested by the Client as mutually agreed with PPV:

**Phase 1.B:** Final Validation of Residential Construction Program 01 FEB to 30 MAR 2017

A. Final Historic Project Data Gathering & Information Management (access to info to be provided by the City)
B. Final Analysis of Data and Comparison to Standards of the Industry
C. Final Interviews of Participants in Previous Construction Projects; ID and Collate Lessons Learned
D. Interview of an Industry Peer Group (e.g. architects, contractors, subcontractors, etc.) Selected by PPV
F. Final Analysis of Construction Cost Premiums Paid by the City (if any) and Identify their Drivers by Category
G. Prepare Draft of Final Report with Detailed Findings
H. Prepare Presentation of Detailed Findings (MS PowerPoint or Presi) for Use by City & City’s Consultants
I. Select Team to Perform Peer Review of these Program Components, Measured Against Industry Standards:
   ✓ Project Design and Engineering Fees and Deliverables
   ✓ Procurement Approach and Construction Cost Results
   ✓ Safety, Cost, Schedule, and Quality Management during Construction
   ✓ Project Closeout & Owner Turnover
   ✓ Warranty Follow-up
J. Prepare Formal Report with Executive Summary, Detailed Findings, and Appendices

**Phase 2:** Action Plan for Improving Future Projects 01 FEB to 30 APR 2018

A. Prepare Draft Program Management Implementation Plan with Clear, Step by Step Instructions
B. Prepare Program Management Tool Kit for Use with the Above Plan
C. Prepare Suggested Owner-Architect & Owner-Contractor Agreements; Review with City & City Attorney
D. Upgrade City’s Current Construction Project Information Management Systems
E. Present Program Management Implementation Plan to City Staff; Revise & Resubmit as Mutually Agreed
F. Finalize Submittal & Conduct Training Session for City Staff on Its Use

**Phase 3:** Execution Plan 02 APR to 30 SEP 2018

A. Apply the Program Management Implementation Plan to Four (4) Historic Residential Renovations
B. Specifically, Use the Design Team Selection, Preconstruction Management & Procurement Steps of the Plan
C. Procure the Construction Team, Assist the City with Negotiating their Contract; & Obtaining Notice to Proceed
D. Set Up a Project-Specific Budget Tracking & Project Controls System; Train City Staff on its Use
E. Facilitate Handoff of Project to City’s Construction Management Team before NTP for Construction
IV. Fees for Additional Services: PPV’s fees for the Additional Services above be will be as follows:

- Phase 1.B $ 66,110
- Phase 2 $ 43,845
- Phase 3 $ 41,100

Please note PPV’s fees above do not include reimbursable expenses (i.e. travel, lodging and subsistence, parking, mileage, and shipping costs), which will be billed at cost + 10% and will not exceed $ 7,000 without prior authorization.

V. Additional Value-Added Optional Services: PPV will provide the following services as mutually agreed:

A. Manage the Design Team During Preconstruction Hourly at PPVs Std Rates
B. Additional Meetings Not Required (in PPV’s Opinion) for Above Services Hourly at PPVs Std Rates
C. Expert Witness Testimony, Attending Legislative Hearings and Prep Hourly at 1.5 x PPVs Std Rates

VI. A signed Agreement with the same terms previously agreed to will be required prior to PPV beginning work.

VII. Invoices shall be paid by the Client within thirty (30) calendar days. Unpaid invoices will bear interest at 1.0% per month, and are subject to all costs of collection, including reasonable attorney’s fees.

VIII. The Client agrees to indemnify, defend, and hold PPV harmless against any and all actual damages in excess of the fees herein; all consequential damages; as well as any and all actions, causes of action, fines, costs and/or claims arising out of or in any way relating to this project not the result of gross negligence or willful misconduct by PPV.

IX. Processes used and documents prepared or provided by PPV while working with the Client shall be used by the Client as instruments of service on a limited basis, and solely on efforts related to this project.

Jack, please email or call me at 303.503.1155 if you have any questions, and thanks again for the opportunity to be considered for the team working on this exciting and unique effort.

Sincerely,

___________________________    ____________________ __________________
Chris Squadra, Principal        Jack Lewis, City Manager  Date

Via: Emailed PDF
RESOLUTION 67-2017
A RESOLUTION
APPROVING THE
LICENSE AGREEMENT
BETWEEN THE CITY OF
BLACK HAWK AND
ARTISTS VIEW
ENTERTAINMENT
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 67-2017  

TITLE: A RESOLUTION APPROVING THE LICENSE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND ARTISTS VIEW ENTERTAINMENT  

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 License Agreement between the City and Artists View Entertainment, and authorizes the Mayor to execute the same on behalf of the City.  

RESOLVED AND PASSED this 8th day of November, 2017.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: Artists View Entertainment License Agreement

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

MOTION FOR CONDITIONAL APPROVAL Resolution 67-2017, A Resolution Approving the License Agreement Between the City of Black Hawk and Artists View Entertainment.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The license agreement is required for filming a scene for a Sci-Fi movie at the Hidden Treasure parking area. Conditions for approval are 1) Executed License Agreement with supporting certificates of insurance; 2) Supporting documents verifying principals of Artists View Entertainment; and 3) City Attorney review of completed packet.

AGENDA DATE: November 8, 2017

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk

DOCUMENTS ATTACHED: License Agreement

RECORD: [ ]Yes [ X ]No

CITY ATTORNEY REVIEW: [ X ]Pending

SUBMITTED BY: [ X ] REVIEWED BY:

Melissa A. Greiner, City Clerk

Jack D. Lewis, City Manager
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

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AGENDA DATE: November 8, 2017
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No
STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk
DOCUMENTS ATTACHED: License Agreement
RECORD: [ ]Yes [ X ]No
CITY ATTORNEY REVIEW: [ X ]Pending
SUBMITTED BY: [ X ] REVIEWED BY:

Melissa A. Greiner, City Clerk
Jack D. Lewis, City Manager
LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this 11th day of November, 2017, by and between the CITY OF BLACK HAWK, Colorado whose address is 201 Selak Street, Black Hawk, CO 80422 (the "City") and Artists View Entertainment whose address is 17412 Ventura Blvd, Ste. 185, Encino, CA 91316 ("Licensee").

1. PROPERTY LICENSED. The property that is licensed for the use and the term provided for in this license is described in Exhibit A, which is attached hereto and incorporated by this reference ("Licensed Property").

2. USE OF LICENSED PROPERTY. The Licensee covenants and agrees that it shall utilize the Licensed Property only for the uses and for the periods of time described in Exhibit B, which is attached hereto and incorporated herein by this reference.

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

4. TERM. The Licensee shall have the right to use the Licensed Property for the periods of time described in Exhibit B, subject to the terms and conditions of this License Agreement.

5. TERMINATION. If default shall be made in any of the covenants or agreements contained herein to be kept by the Licensee, it shall be lawful for the City to enter onto the Licensed Property, or any part thereof, either with or without process of law, to terminate the interest of the Licensee or of any person or persons occupying the same, and to expel, remove or put out such person or persons, using such force as may be necessary in so doing, without being liable to prosecution or to damages therefor. If, at any time, the License Agreement shall be terminated as aforesaid, or by any other means, the Licensee agrees to surrender and deliver up the Licensed Property peaceably to the City immediately upon the termination and, if the Licensee shall remain in possession after termination, the Licensee shall be deemed guilty of a forcible detainer on the Licensed Property and, waiving all notice, shall be subject to eviction and removal, forcibly or otherwise, with or without process of law.

6. INSURANCE. Licensee shall obtain for itself, its agents, successors, assigns, lessees and licensees, Workers’ Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the work under this License Agreement and Employers’ Liability Insurance with minimum limits of Five Hundred Thousand Dollars ($500,000) each accident, Five Hundred Thousand Dollars ($500,000) disease-policy limit, and Five Hundred Thousand Dollars ($500,000) disease-each employee.

Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time
resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars ($2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars ($2,000,000) for all damages arising out of injury to or destruction of property, including the City's property, during the policy period. The policy shall contain a severability of interests provision.

The Commercial General Liability Insurance policy required above shall be endorsed to include the City, its officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Licensee. No additional insured endorsement to the required Commercial General Liability Insurance policy above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Licensee shall be solely responsible for any deductible losses under any policy required above.

Neither Licensee nor its agents, successors, assigns, lessees and licensees shall occupy the Licensed Property, until it has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the City. Each insurance policy shall list the City as an additional named insured.

The certificate of insurance provided by the Licensee shall be completed by the Licensee's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the License Agreement. No other form of certificate shall be used. The certificate shall identify this License Agreement and the coverages afforded under the policies. The completed certificate of insurance shall be sent to:

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

It is the affirmative obligation of the Licensee to notify the City, as provided in this License Agreement, within two (2) business days of the cancellation or substantive change to any insurance policy required under this License Agreement, and failure to do so shall constitute a breach of this License Agreement.

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

The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The parties hereto understand and agree that the City, its officers and employees, are relying on and do not waive or intend to waive by any provision of this License Agreement the monetary limitations (presently Three Hundred Fifty Thousand Dollars ($350,000) per person, and Nine Hundred Ninety Thousand Dollars ($990,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers or employees.

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

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

Licensee: Kelly Andrea Rubin  
Artists View Entertainment  
17412 Ventura Blvd, Suite 186  
Encino, CA 91316  
310-498-1805

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

9. SUCCESSORS AND ASSIGNS. This License shall insure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the parties.

10. ASSIGNMENT OR SUB-LEASE. Licensee covenants and agrees not to assign this License or to sublet any part of the Licensed Property without first obtaining the written consent of the City.
11. LIABILITY AND INDEMNIFICATION. The City shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Licensed Property including, but not limited to, loss, injury, death, or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, equipment malfunctions, faulty installation, or theft. Licensee hereby expressly agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of Licensee's use of the Licensed Property or Licensee's failure to fulfill the terms and conditions of the License.

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

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

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

CITY OF BLACK HAWK, COLORADO

By: ____________________________
    David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk
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**LICENSEE**

By: ______________________________________

____________________________________

ATTEST:

____________________________________

Title | Date
Use of the property:

Mile Marker 8 on 119 (match the fire permit)

Periods of time for the use:

11/11/2017, Saturday, from 1:00pm to 2:00am

How it happening:

We have the special effect filming shoot, will have the fire ring around the car, and fire trail, also one of the cars will lift up a little, We will have multiple flash powder and black powder charges(all low explosive, no high explosives) that will atomize and spay gasoline from small bladders in various locations on the vehicles.
Our special effect coordinator's name is Larry Darrington, he is Angel Light Pyrotechnics owner.

And we do contact with the black hawk fire department, we are talking with Brad - fire inspection, we got the fire permit, the permit number is 178490, and we will have 4 fire staff with 2 hour stay by, and 1 engine 42.

We will have multiple flash powder and black powder charges(all low explosive, no high explosives) that will atomize and spay gasoline from small bladders in various locations on the vehicles. Looks like power lines on the south end of the lot only.

We will total have 30 people include special effect team as our crew, we will have 5 actors and 6 extra on set, but we will only have 2 minivan, each car 15 seats, 1 "3-ton truck", 1 minivan for the art department, and 3 small car for the crew. We have 1 10*10 tent, 2 folder by tables, couple of the chairs, 1 generator.
here is the map for the location where we want to filming:
Safety distance:

Clean up:

For the clean up, we have a people, his name is Terry, he will load up the cars and load up all the large debris, the production people will clean up the rest small debris with trash bags.

Will keep the location good.