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 with City Clerk & Sec. of State)

5. Introduction of New Employees: Justin Storms, Communications Officer
   Ellie Younger, Communications Officer

6. Public Comment: Please limit comments to 5 minutes

7. Approval of Minutes: February 27, 2019

8. Public Hearings:
   A. CB8, An Ordinance Repealing and Reenacting Section 6.563 of the Black Hawk Municipal Code Regarding the Location and Number of Retail Marijuana Stores

9. Action Items:
   A. Resolution 16-2019, A Resolution Awarding the Bid to Sun Valley Electric for the Hidden Valley Standby Generator Project in an Amount Not to Exceed $557,700
   B. Resolution 17-2019, A Resolution Approving an Amended and Restated Gas Easement with Public Service Company of Colorado
   C. Resolution 18-2019, A Resolution Approving the Employment Agreement Between the City of Black Hawk and Stephen N. Cole

10. City Manager Reports:

11. City Attorney:

12. Executive Session:

13. Adjournment:
I was born in Houston, Texas, moved to Colorado with my family when I was younger, and have lived here ever since. I have three older sisters, one in Commerce City, and the other two in the Dallas area. After graduating from Nederland Middle Senior High School, I earned my Bachelor of Arts Degree in Communications from Colorado Christian University in Lakewood, and then worked the last three years at the Monarch Casino in several capacities, including PBX Operator, Security Dispatcher, Guest Assistance Officer, and Surveillance Operator. I am grateful to be a part of the City of Black Hawk, and will continue to strive to hone my dispatching skills in my role as a BHPD Communications Officer.
ELLIE YOUNGER
COMMUNICATIONS OFFICER I

Ellie Younger grew up in Clear Creek County. She graduated high school from Dakota Ridge, and went to Red Rocks Community College for EMT school. She worked for CDOT as a dispatcher before coming to Black Hawk to be a dispatcher. Her mom works for Clear Creek County Sheriff’s Office in the Investigations unit. Her father owns Allied Towing and she grew up working on cars and fixing things. In high school Ellie played football, soccer, and was on the POMS team. On her weekends Ellie snowmobiles in the winter and in the summer she wakeboards.
Gilpin County resident Corey Marshall rang the bell to open the meeting.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, February 27, 2019, 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, Acting City Manager Cole, Acting Police Chief Lloyd, Fire Chief Woolley, Finance Director Hillis, Public Works Director Isbester, Senior Civil Engineer Reed, City Clerk/Administrative Services Director Greiner, Community Planning & 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. No conflicts were noted from City Council.

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

5. PUBLIC COMMENT: John Scarffe, the reporter for The Mountain-Ear Newspaper, had signed up to speak. He wanted to introduce Jacqueline Hart Gibson, the reporter taking over for him as he transitions to a new role for The
Mountain-Ear. Council thanked him for his reporting and welcomed Ms. Gibson.

6. APPROVAL OF MINUTES:

February 13, 2019

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:

None

8. ACTION ITEMS:

A. Resolution 13-2019, A Resolution Awarding the Bid and Approving the Construction Manager/General Contractor (CMGC) Contract Between the City of Black Hawk and Roche Constructors, Inc. in an Amount Not to Exceed $26,452.00 for Pre-Construction Services Pertaining to the Gregory Street Phase 2 Project

Mayor Spellman read the title.

Senior Civil Engineer Reed introduced this item. He said they received seven responses to requests for qualifications, three of which were made finalists and invited to submit a Request for Proposal, one dropped out, and of the two remaining, the City believes that Roche provided the most value based on their overall fee and cost structure. He said this is a Construction Manager/General Contractor (CMGC) contract, which authorizes the pre-construction costs. He added that the goal would be to establish a Guaranteed Maximum Price (GMP) with Roche and come back to Council for approval of the GMP as an amendment to this contract, which could be as early as June with construction to begin this summer.

Mayor Spellman noted that Roche has done the City’s EOC building and that there should be fewer change orders if the CMGC is involved from the beginning.

Reed said this contract establishes Roche’s fees based on the overall cost of the project; the percentage fees are also built into the contract, as it establishes the specific cost for pre-construction, but it also establishes the percentage of their overhead and profit based on the GMP.
MOTION TO APPROVE  Alderman Armbright MOVED and was SECONDED by Alderman Midcap to approve Resolution 13-2019, a Resolution awarding the Bid and approving the Construction Manager/General Contractor (CMGC) Contract between the City of Black Hawk and Roche Constructors, Inc. in an amount not to exceed $26,452.00 for pre-construction services pertaining to the Gregory Street Phase 2 Project.

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

B. Resolution 14-2019, A Resolution Awarding the Bid and Approving the Design-Build Contract Between the City of Black Hawk and Harrison Western Construction Corporation, Inc. in an Amount Not to Exceed $125,195.00 for Pre-Construction Services Pertaining to the Bobtail Street Sculpted and Stained Shotcrete Project

Mayor Spellman read the title.

Senior Civil Engineer Reed introduced this item and said they received qualifications from two companies who were both deemed satisfactory to become finalists, with Harrison Western selected. He said they have experience from recently working on the Canyon Parking Lot project. He said they would prepare a GMP, and he will come back to Council at that time with an amendment to this contract.

MOTION TO APPROVE  Alderman Moates MOVED and was SECONDED by Alderman Torres to approve Resolution 14-2019, a Resolution awarding the Bid and approving the Design-Build Contract between the City of Black Hawk and Harrison Western Construction Corporation, Inc. in an amount not to exceed $125,195.00 for pre-construction services pertaining to the Bobtail Street Sculpted and Stained Shotcrete Project.

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

C. Resolution 15-2019, A Resolution Authorizing Certain Individuals to Act on Behalf of the City with BOK Financial Securities/BOKF, NA

Mayor Spellman read the title.

Finance Director Hillis explained that the City’s current bank, Colorado Business Bank, was purchased by Bank of Oklahoma (BOK) and that this resolution would authorize certain City representatives to work with BOK to set up additional investment opportunities.
MOTION TO APPROVE

Alderman Johnson MOVED and was SECONDED by Alderman Armbright to approve Resolution 15-2019, a Resolution authorizing certain individuals to act on behalf of the City with BOK Financial Securities/BOKF, NA.

MOTION PASSED

There was no discussion, and the motions PASSED unanimously.

9. ACTING CITY MANAGER REPORTS:

Acting City Manager Cole had nothing to report.

10. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report.

11. EXECUTIVE SESSION:

City Attorney Hoffmann recommended items number 2 and 5 only for Executive Session for specific legal issues regarding property acquisition, pending litigation, and legal issues related to Xcel.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 3:10 p.m. to hold a conference with the City’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

MOTION TO ADJOURN

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn the Executive Session at 3:55 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 3:55 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor
COUNCIL BILL 8
ORDINANCE 2019-8
AN ORDINANCE
REPEALING AND
REENACTING SECTION 6-563 OF THE BLACK HAWK
MUNICIPAL CODE
REGARDING THE
LOCATION AND NUMBER
OF RETAIL MARIJUANA
STORES
STATE OF COLORADO  
COUNTY OF GILPIN  
city of BLACK HAWK  

COUNCIL BILL NUMBER: CB8  
ORDINANCE NUMBER: 2019-8  

TITLE: AN ORDINANCE REPEALING AND REENACTING SECTION 6-563 OF THE BLACK HAWK MUNICIPAL CODE REGARDING THE LOCATION AND NUMBER OF RETAIL MARIJUANA STORES  

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

Section 1. Section 6-563 of the City of Black Hawk Municipal Code is hereby repealed and reenacted to read as follows:  

Sec. 6-563. Location criteria; limitation on number of retail marijuana stores.  

Prior to the issuance of a license for a retail marijuana store, the local licensing authority shall determine whether the proposed location of the retail marijuana store complies with the requirements of this Section. Failure to comply with the requirements of this Section shall preclude issuance of a license.  

(a) No retail marijuana store shall be located except within that one-block portion of the History Appreciation Recreation Destination (HARD) District identified by the street addresses of 211 Gregory Street, 221 Gregory Street, 231 Gregory Street, and 241 Gregory Street.  

(b) Each retail marijuana store shall be operated from a permanent location. No retail marijuana store shall be permitted to operate from a moveable, mobile or transitory location.  

(c) The suitability of a location for a retail marijuana store shall be determined at the time of the issuance of the first license for such business. The fact that changes in the neighborhood that occur after the issuance of the first license might render the site unsuitable for a retail marijuana store under this Section shall not be grounds to suspend, revoke or refuse to renew the license for such business so long as the license for the business remains in effect.  

(d) In addition to the location limitations set forth herein, no new retail marijuana store application shall be accepted for filing in the event one (1) retail marijuana store is already licensed as of the date of the proposed new application.
Section 2. Safety Clause. The City Council 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 City Council 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 13th day of March, 2019.

_______________________________

David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Marijuana Stores

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

MOTION TO APPROVE Council Bill 8, An Ordinance Repealing and Reenacting Section 6-563 of the Black Hawk Municipal Code Regarding the Location and Number of Retail Marijuana Stores

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The repeal and reenactment of Section 6-563 of the Black Hawk Municipal Code limits the total number of retail marijuana licensed stores to one (1) in addition to the location limitations set forth in the regulation.

AGENDA DATE: March 13, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann, City Attorney

DOCUMENTS ATTACHED: Council Bill 8

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY:

__________________________ ________________________
Melissa A. Greiner, CMC Stephen N. Cole
City Clerk/Administrative Services Director Acting City Manager
RESOLUTION 16-2019

A RESOLUTION
AWARDING THE BID TO
SUN VALLEY ELECTRIC
FOR THE HIDDEN
VALLEY STANDBY
GENERATOR PROJECT IN
AN AMOUNT NOT TO
EXCEED $557,700
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 16-2019  

TITLE: A RESOLUTION AWARDING THE BID TO SUN VALLEY ELECTRIC FOR THE HIDDEN VALLEY STANDBY GENERATOR PROJECT IN AN AMOUNT NOT TO EXCEED $557,700  

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

Section 1. The City Council hereby awards the bid to Sun Valley Electric for the Hidden Valley Standby Generator Project in an amount not to exceed $557,700, and authorizes the Mayor to execute the necessary documents on behalf of the City to accomplish the Project.  

RESOLVED AND PASSED this 13th day of March, 2019.  

______________________________________________  
David D. Spellman, Mayor  

ATTEST:  

______________________________________________  
Melissa A. Greiner, CMC, City Clerk
SUBJECT: Approve Resolution 16-2019, a Resolution awarding the bid for the Hidden Valley Standby Generator Project to Sun Valley Electric, Inc.

RECOMMENDATION:
If City Council chooses to approve Resolution 16-2019, a Resolution awarding the bid and contract between the City of Black Hawk and Sun Valley Electric, Inc., the recommended motion is as follows: “Approve Resolution 16-2019, a Resolution awarding the bid to Sun Valley Electric for the Hidden Valley Standby Generator Project in an amount not to exceed $557,700.00.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Hidden Valley Water Treatment Plant (HVWTP) was constructed in 1999. Potable water from HVWTP is pumped over the mountain using two booster pump stations along the pipeline. Currently, there is a small generator on the WTP site that powers only a fire pump to provide fire protection for the site. The existing generator does not have the power to operate the WTP during a power outage. The two pump stations do not have generators to provide power during an outage. This project will furnish three generators, one for the HVWTP and one each at the pump stations. During a power outage, the generators will allow the HVWTP to continue to operate and provide uninterrupted water supply to the City. Therefore staff recommends award.

FUNDING SOURCE:
- Water Capital Projects 501-3151-460-7422 $400,000
- Pump Station Projects 501-3151-460-4502 $ 66,100
- Water Treatment Plant 501-3151-460-4504 $ 91,600
  $557,700

WORKSHOP DATE: March 13, 2019

ORIGINATED BY: Jim Ford

STAFF PERSON RESPONSIBLE: Jim Ford

PROJECT COMPLETION DATE: October 31, 2019

DOCUMENTS ATTACHED: Contractor Bid Recording Sheet

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

SUBMITTED BY: Reviewed By:__________________

Thomas Isbester, Public Works Director

Steven N. Cole, Acting City Manager
# Bid Recording Sheet

**OWNER:** City of Black Hawk  
**DATE/TIME:** February 21, 2019 @ 2:00 p.m.  
**ENGINEER:** Russ Sasakura Engineering  
**PROJECT:** Hidden Valley Standby Generators

## Contractor Bid Bond Addendum Base Bid

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<th>Contractor</th>
<th>Bid Bond</th>
<th>Addendum</th>
<th>Base Bid</th>
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<th>WTP Gen</th>
<th>WTP Demo</th>
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## Account Budget Alloted for Generator Remaining Budget

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RESOLUTION 17-2019
A RESOLUTION
APPROVING AN
AMENDED AND
RESTATED GAS
EASEMENT WITH PUBLIC
SERVICE COMPANY OF
COLORADO
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 17-2019

TITLE: A RESOLUTION APPROVING AN AMENDED AND RESTATED GAS EASEMENT WITH PUBLIC SERVICE COMPANY OF COLORADO

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 Amended and Restated Gas Easement Agreement between the City of Black Hawk and Public Service Company of Colorado for the High Pressure Gas Line, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 13th day of March, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk
SUBJECT:
Approve Resolution 17-2019, a Resolution approving an Amended and Restated Gas Easement with Public Service Company of Colorado.

RECOMMENDATION:
If City Council chooses to approve Resolution 17-2019, a Resolution approving an Amended and Restated Gas Easement between the City of Black Hawk and Public Service Company of Colorado, the recommended motion is as follows: “Approve Resolution 17-2019, a Resolution approving an Amended and Restated Gas Easement with Public Service Company of Colorado”.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Public Service Company of Colorado is planning to install a high pressure steel gas line through the City and routed up Dory Hill Road into the county. Public Service currently has a low pressure line that follows the approximate proposed route up Dory Hill Road and has a Regulation Station on property owned by the City. Public Service Company of Colorado is requesting a larger easement area to install a regulation station for the new high pressure gas line. The easement is a restatement of the original easement with a revised larger parcel. This is only an access easement and it is not an exclusive easement which means that the City may also install facilities within the easement so long as they do not interfere with the use by Public Service Company of Colorado.

FUNDING SOURCE: N/A

WORKSHOP DATE: March 13, 2019

ORIGINATED BY: Tom Isbester/Jim Ford

STAFF PERSON RESPONSIBLE: Tom Isbester / Jim Ford

PROJECT COMPLETION DATE: December 31, 2019

DOCUMENTS ATTACHED: Amended and Restated Gas Easement

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

SUBMITTED BY:

汤姆·伊斯贝斯特，公共工程主任  Reviewed By:

史蒂文·N·科尔，城市经理
AMENDED AND RESTATED GAS EASEMENT

This Amended and Restated Gas Easement ("Restated Easement") is entered into as of the ___ day of _____________, 2019 by and between the City of Black Hawk, a ______________, whose address is 201 Selak Street, Black Hawk, CO 80422 ("Grantor") and PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, with an address of 1800 Larimer Street, Denver, CO 80202, Suite 1100 ("Grantee").

A. By Gas Meter Station Agreement dated August 16, 2000 and recorded November 27, 2018 at Reception No. 162556 of the real estate records of the Clerk and Recorder of Gilpin County, Colorado, Grantor granted to Grantee, its successors and assigns, certain rights as more fully set forth therein, including the use of a right of way for the construction and maintenance of a gas meter station facility and lines for the transmission and/or distribution of gas (the “Existing Easement”).

B. Grantor and Grantee desire to amend and restate the Existing Easement in its entirety to substitute the description of the Expanded Easement Area attached hereto for the description of the Easement Area attached to the Existing Easement, and as set forth herein.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee, its successors and assigns, a perpetual non-exclusive easement for the construction and maintenance of the gas meter station and the transmission or distribution, or both, of gas on, over, under, through and across the following described premises:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY THIS REFERENCE (the “Expanded Easement Area”).

The terms of the Existing Easement are hereby incorporated by reference, and shall apply to the Expanded Easement Area, which shall authorize Grantee, its successors, licensees, contractors, or assigns, and its and their agents and employees to (1) enter the Expanded Easement Area at all times to survey, mark and sign the Expanded Easement Area or the Facilities (as defined below); (2) access, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain gas meter facility and any pipelines, with necessary and proper valves, manholes, guardrails, fences, and other appurtenances and devices used or useful in connection therewith (collectively the “Facilities”); (3) remove objects interfering with the Facilities or the exercise of Grantee’s rights.
hereunder; and (4) use and have reasonable ingress and egress along and across the Expanded Easement Area for personnel, equipment and vehicles.

Grantor further agrees to contact the Utility Notification Center of Colorado (1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four business days (or such longer time if required by applicable law) prior to the commencement of construction or excavation on the Expanded Easement Area to arrange for field locating of Facilities.

No amendment, modification or supplement of this Restated Easement shall be binding on Grantee unless made in writing and executed by an authorized representative of Grantee (or its successor or assign, if applicable). The provisions of this Restated Easement shall run with the land and shall be binding on and burden the Expanded Easement Area and shall be binding on and shall inure to the benefit of all persons claiming an interest in the Expanded Easement Area, or any portion thereof, through the parties hereto, including the heirs, executors, administrators, personal representatives, successors, and assigns of Grantor and Grantee. “Grantor” shall include the singular, plural, feminine, masculine and neuter.

This Restated Easement is not intended to terminate the Existing Easement, but is intended to amend, and restate all of the terms, provisions and conditions of the Existing Easement, which is hereby ratified and confirmed as so amended and restated. The Restated Easement shall no longer encumber any property that is outside the boundaries of the Expanded Easement Area as set forth herein.

Executed and delivered this ___ day of ______________________, 2019.

GRANTOR: CITY OF BLACK HAWK

____________________________________

By:

____________________________________

Its:

STATE OF ___________________________
COUNTY OF __________________________

The foregoing instrument was acknowledged before me this day of ______________________, 2019 by ________________________________________ as __________________________

of the City of Black Hawk.

Witness my hand and official seal.

____________________________________

Notary Public

My commission Expires __________________
PUBLIC SERVICE COMPANY OF COLORADO,
a Colorado corporation

By: Richard J. Grady

Its: Manager, Siting and Land Rights,
    Right of Way and Permits Department

STATE OF COLORADO )
                   ) ss
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 8th day of March, 2019
Richard J. Grady, as Manager, Siting and Land Rights, Right of Way and Permits Department
of Public Service Company of Colorado, a Colorado corporation.

Witness my hand and official seal.

Notary Public

My commission expires: 4-27-19
EXHIBIT A – CYCLOPS NO. 2
PERMANENT EASEMENT-PARCEL A

A parcel of land lying in the east one-half (E1/2) of Section 6, Township 3 South, Range 72 West, of the 6th Principal Meridian, County of Gilpin, State of Colorado, being a portion of the CYCLOPS NO. 2 LODE MS 788 and all of that land described under reception number 162556, described as follows:

Beginning on Line 3-4 of said CYCLOPS NO. 2 LODE, from which Corner 3 thereof bears N42°30'47"E, 231.88 feet;

thence S42°30'47"W, 23.34 feet, along said Line 3-4;

thence S89°58'05"W, 60.00 feet;

thence N00°13'10"E, 157.22 feet, to Line 1-2 of said CYCLOPS NO. 2 LODE;

thence N42°30'47"E, 24.88 feet, along said Line 1-2;

thence S47°58'54"E, 78.50 feet, to the west line of Dory Hill Road described in Book 393, Page 144, Gilpin County Records;

thence S02°34'40"E, 49.13 feet, along said west line, to the northeast corner of that Gas Meter Station Agreement described under Reception Number 162556, Gilpin County Records;

thence S02°34'40"E, 10.14 feet, along said west line;

thence along a non-tangent curve to the right having a radius of 230.21 feet, a central angle of 11°37'40", a length of 46.72 feet and a chord that bears S03°13'48"W, 46.64 feet, along said west line, the Point of Beginning.

Parcel A contains 11,593 square feet (0.266 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on said Line 3-4, which is assumed to bear N42°30'47"E.

The author of this description is Kevin J. Martin, PLS 38580, prepared on behalf of SEH, 12640 West Cedar Drive, Suite F, Lakewood, CO 80228, on December 17, 2018, under Job No.140871-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

Kevin J. Martin, PLS 38580

38580
12-17-18

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RESOLUTION 18-2019
A RESOLUTION APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND STEPHEN N. COLE
TITLE: A RESOLUTION APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND STEPHEN N. COLE

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

Section 1. The Employment Agreement between the City of Black Hawk and Stephen N. Cole, 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 13th day of March, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Employment Agreement

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

MOTION TO APPROVE Resolution 18-2019, A Resolution Approving the Employment Agreement Between the City of Black Hawk and Stephen N. Cole.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Employment Agreement for Stephen N. Cole, City Manager.

AGENDA DATE: March 13, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: 010-1301-4131201

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann, City Attorney

DOCUMENTS ATTACHED: Employment Agreement

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY:

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

THIS AGREEMENT is made and entered into this 13th day of March, 2019, by and between the City Council of the City of Black Hawk, State of Colorado, a home rule municipal corporation, (the "City") and Stephen N. Cole (the "City Manager"), both of whom understand as follows:

RECEITALS

A. The City desires to employ the services of Stephen N. Cole as City Manager of the City of Black Hawk, Colorado.

B. The City Council desires to provide certain benefits, establish certain conditions of employment and set working conditions for the City Manager.

C. The City Council desires to secure and retain the services of the City Manager, establish policy which will act as a deterrent against malfeasance or dishonesty for personal gain on the part of the City Manager, and provide a just means for terminating the City Manager's services at such time as he may be unable to fully discharge his duties or becomes disabled, or when the City may desire to otherwise terminate his employ for any reason.

D. Stephen N. Cole desires to accept employment as the City Manager of the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Duties. Effective immediately, the City agrees to employ Stephen N. Cole as City Manager of Black Hawk, Colorado, to perform the functions and duties specified in the Home Rule Charter and the ordinances of the City, as authorized by the City Council, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. This shall be a full-time occupation.

2. Term.

a. The term of this Agreement shall be indefinite and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time, subject only to the provisions set forth in Sections 4 and 5 of this Agreement.

b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from his position with the City, subject only to the provisions set forth in Section 6 of this Agreement.

c. The City Manager agrees to remain in the exclusive employ of the City and neither to accept nor to become employed by any other employer until separation of the City Manager pursuant to this Agreement. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on the City Manager's time off, as approved by the City Council.
3. **Salary.** Retroactive to October 29, 2018, the initial base salary to be paid to Stephen N. Cole for his services as City Manager shall be One Hundred Eighty-Seven Thousand Dollars ($187,000.00) annually, which shall be paid periodically in the same manner as other employees of the City are paid ("Base Salary"). Such Base Salary may be increased by appropriate action of the City Council at any time pursuant to Section 2-41(d) of the Black Hawk Municipal Code. In no event shall the Base Salary of the City Manager be less than ten percent (10%) higher than the highest paid Department Head of the City.

In addition to such Base Salary, the City Manager shall receive such other benefits as follows:

- **Housing.** The City shall provide housing to the City Manager at the City-owned residential property located at 201 Chase Street (the "Premises"). The City shall pay for the costs of water, insurance, and trash pick-up at the Premises, and the City Manager shall be responsible for paying the costs of sewer, gas, electric, telephone, cable television, and any other utilities not specifically provided for herein. In the event the City Manager is terminated pursuant to Section 4 of this Agreement, or resigns pursuant to Section 6 of this Agreement, the City Manager shall have ninety (90) days from the date of said termination or resignation in which to vacate the Premises.

- **City Vehicle.** The City shall make available a City vehicle for use by the City Manager while on City business.

- **Technology Allowance.** The City shall provide a technology allowance for to account for technology costs including a cellular/"smart" phone and any other technological needs of the City Manager in the amount of one half of one percent (0.5%) of the City Manager's then current Base Salary.

- **Sick Leave.** The City Manager has accrued 271.95 hours of sick leave as of the date of this Agreement. In addition, ninety-six (96) hours of sick leave shall be accrued annually in accordance with the City of Black Hawk employee benefit package.

- **Short-Term Disability.** Short-term disability shall be provided to the extent provided under the City of Black Hawk employee benefit package.

- **Long-Term Disability.** Long-term disability shall be provided to the extent provided under the City of Black Hawk employee benefit package.

- **Health, Dental, Vision and Other Insurance.** Health, dental, vision and other insurance shall be provided to the extent provided under the City of Black Hawk employee benefit package.

- **Life, Accidental Death, and Dismemberment Insurance.** Life, accidental death, and dismemberment insurance shall be provided to the extent provided under the City of Black Hawk employee benefit package.

- **Vacation Accrual.** Vacation leave shall be accrued annually at one hundred sixty (160) hours per year.
j. **Retirement.** The City will contribute the employer’s share of the applicable social security rate and will contribute an additional six percent (6%) of the City Manager’s base salary to the ICMA 401(a) Defined Contributions Plan. The City Manager also has the option of contributing additional amounts to the ICMA 401(a) Defined Contributions Plan, and ICMA 457 Deferred Compensation Plan, or both.

k. Funeral leave, jury duty, and witness service shall be the same as for all other employees of the City.

l. The City Manager shall be entitled to any other leave and financial benefits provided to other employees on an equal basis as contained in the City Employee Manual.

4. **Termination.** For the purpose of this Agreement, termination shall occur when:

a. The majority of the City Council votes to terminate the City Manager at a duly authorized public meeting.

b. If the City or its citizens act to amend any provisions of the City of Black Hawk Home Rule Charter, the City of Black Hawk Municipal Code or any governing authority of the City of Black Hawk pertaining to the role, powers, duties, authority, responsibilities of the City Manager’s position that substantially changes the form of government, the City Manager shall have the right to declare that such amendments constitute termination.

c. If the City reduces the Base Salary, compensation or any other financial benefit of the City Manager, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

d. If the City Manager resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the City Council that the City Manager resign, then the City Manager may declare a termination as of the date of the suggestion.

e. Breach of contract declared by either party with a thirty (30) day cure period for either the City or the City Manager. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 14.

5. **Severance**

a. Severance shall be paid to the City Manager when employment is terminated as defined in Section 4, unless termination occurs because of City Manager's conviction of a felony, or any conviction for an offense constituting moral turpitude, or for conduct constituting gross negligence.

b. If the City Manager is terminated, the City shall provide six (6) months' severance pay of Base Salary only for the period of time following termination.
Severance pay payments shall be made on normal pay periods; provided, however, such severance pay payments shall not include benefits, which shall terminate upon termination.

c. The City Manager shall also be compensated for all accrued vacation time as of the date of termination.

6. **Resignation.** In the event that the City Manager voluntarily resigns his position with the City, the City Manager shall provide a minimum of thirty (30) days’ notice, unless the parties agree otherwise, and in the event of said voluntary resignation, City Manager shall not be entitled to Severance as set forth in Section 5.

7. **Moving and Relocation Allowance.** The City shall pay the amount of Three Thousand Dollars ($3,000.00) for moving and relocation expenses.

8. **Hours of Work.** It is recognized that the City Manager must devote a great deal of his time outside normal office hours to the business of the City. To that end, the City Manager will be allowed reasonable time-off during said normal office hours with notice to and approval of the Mayor.

9. **Dues and Subscriptions.** Subject to such amounts therefore as may be budgeted, the City Council, in its sole discretion, agrees to pay the professional dues and subscriptions of the City Manager necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

10. **Professional Development.**

   a. Subject to such amounts therefore as may be budgeted, the City Council agrees to pay reasonable travel and subsistence expenses of the City Manager along with registration fees for professional and official travel, meetings and occasions adequate to continue the professional development of the City Manager and to adequately pursue necessary official and other functions for the City, including, but not limited to, the Annual Conference of the International City Management Association, the Annual Conference of the Colorado Municipal League; and such other national, regional, state and local government groups and committees thereof on which the City Manager serves as a member and are related to his employment position with the City of Black Hawk as approved by the City Council.

   b. The City also agrees to budget and pay for the travel and subsistence expenses of the City Manager for short courses, institutes and seminars which, in the sole opinion of the City, are necessary for his professional development and for the good of the City.

11. **Other Terms and Conditions of Employment.** The City Council and City Manager shall mutually agree to any such other terms and conditions of employment as they may determine, from time to time, relating to the performance of the City Manager, provided such
terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, ordinances of the City or any other law.

12. **Indemnification.** The City Manager shall be defended and indemnified in his actions undertaken in his official capacity pursuant to all insurance coverages maintained by the City and pursuant to the terms of the Colorado Governmental Immunity Act. The City Manager shall, however, not be indemnified for any act or omission that is willful and wanton as those terms are defined under the Colorado Governmental Immunity Act.

13. **Disability.** If the City Manager is unable to perform his duties for a period of twelve (12) consecutive weeks beyond any unused sick leave, the City shall have the option to terminate this Agreement, and the severance pay shall not be paid pursuant to Section 5 of this Agreement. However, the City Manager shall be compensated for any accrued vacation and other accrued benefits.

14. **Notices.**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

To the City: City of Black Hawk  
Attn: Mayor  
P.O. Box 68  
Black Hawk, Colorado 80422

Copy to: Corey Y. Hoffmann, Esq.  
Hoffmann, Parker, Wilson & Carberry, P.C.  
511 16th Street, Suite 610  
Denver, Colorado 80202

To City Manager: Stephen N. Cole  
6052 Umber Street  
Arvada, Colorado 80403

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

15. **General Provisions.**

a. The text herein shall constitute the entire agreement between the parties.

b. This Agreement shall become effective commencing on the date first above written.
c. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected and shall remain in full force and effect.

CITY COUNCIL OF THE CITY OF BLACK HAWK

By: __________________________
David D. Spellman, Mayor

ATTEST:

___________________________
Melissa A. Greiner, CMC, City Clerk

______________________________
Stephen N. Cole