



REVISED

REGULAR MEETING AGENDA

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

January 27, 2016
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. ADENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. INTRODUCTION OF NEW EMPLOYEE: Firefighter Jordan Stone
6. PUBLIC COMMENT: *Please limit comments to 5 minutes*
7. APPROVAL OF MINUTES: January 13, 2016
8. PUBLIC HEARINGS:
9. ACTION ITEMS:
 - A. Resolution 5, A Resolution Approving Certain Service Agreements for Calendar Year 2016
 - B. Local Liquor Licensing Authority Consideration of the Certification of a Promotional Association and Common Consumption Area for Front Range Entertainment District, LLC
 - C. Local Liquor Licensing Authority Consideration of Recertification of a Promotional Association for AG Black Hawk Promotional Association I
 - D. Local Liquor Licensing Authority Consideration of Recertification of a Promotional Association for the Horseshoe Gilpin Inc.
 - E. Local Liquor Licensing Authority Consideration of Recertification of a Promotional Association for the Isle Promotional Association Inc.
 - F. Local Liquor Licensing Authority Consideration of Recertification of a Promotional Association for The Lodge Association, Inc.
 - G. Local Liquor Licensing Authority Consideration of Recertification of a Promotional Association for the Monarch Promotional Association, Inc.
 - H. **Draft Ordinance for the Adoption of the 2015 International and Model Code Series**
10. CITY MANAGER REPORTS: ~~Draft Ordinance for the Adoption of the 2015 International and Model Code Series~~
11. CITY ATTORNEY:
12. EXECUTIVE SESSION:
13. ADJOURNMENT:

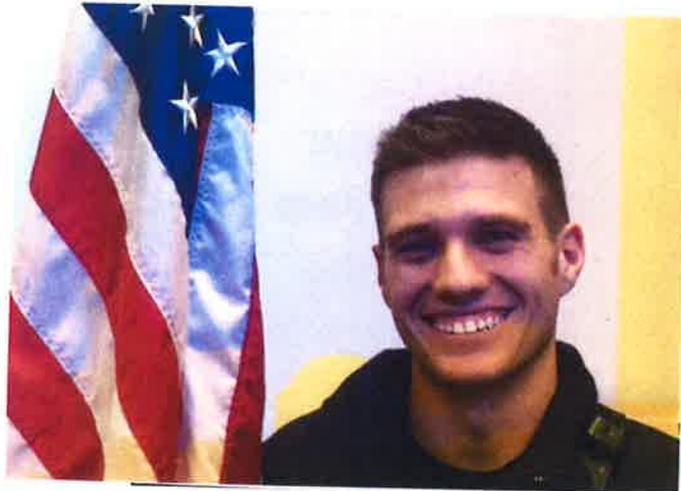
MISSION STATEMENT

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



BLACK HAWK [®]

CITY OF BLACK HAWK NEW EMPLOYEE INTRODUCTION



JORDAN STONE

FIREFIGHTER

My name is Jordan Stone. I am 25 years old and was born and raised in this beautiful state of Colorado. I grew up on Table Mountain in Golden, where I found a love for the mountains. I have two plus years of experience in the fire service as a volunteer in the Fairmount Fire Protection District. My wife and I live in Lakewood, with a brand new black lab that is four months old. I am humbled by the opportunity the City of Black Hawk has given me. This is a dream come true and I could not imagine a better department and city to be a part of.



**City of Black Hawk
City Council**

January 13, 2016

MEETING MINUTES

Patti Torres, Historic Preservation Commissioner, rang the bell for today's meeting.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, January 13, 2016 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, City Clerk/Administrative Services Director Greiner, Finance Director Hillis, Community Planning and Development Administrator Linker, Public Works Director Isbester, Senior Civil Engineer Ford, Fire Chief Taylor, and Deputy City Clerk Martin.

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

3. **AGENDA CHANGES:** Mayor Spellman moved item 8D under 7C so that when Council convenes as the Local Liquor Licensing Authority both items may be heard, even though a Public Hearing is not required for 8D.

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

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

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

6. APPROVAL OF
MINUTES

December 9, 2015.

**MOTION TO
APPROVE**

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

MOTION PASSED

There was no discussion and the motion passed unanimously.

7. PUBLIC HEARINGS:

A. CB1-2016, An Ordinance Repealing Ordinance Number 98-10

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this item. He said that election laws have changed significantly since 1998 and by repealing this ordinance the City gains the flexibility to determine, on an election-by-election basis, whether to conduct an election by mail-in or polling place.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB1, An Ordinance Repealing Ordinance Number 98-10 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 Johnson **MOVED** and was **SECONDED** by Alderman Torres to Approve CB1, An Ordinance Repealing Ordinance Number 98-10.

MOTION PASSED

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

B. Resolution 1-2106, A Resolution Approving a Certificate of Appropriateness for the Demolition of Non-Historic Structures Located at 400 Chase Street

Mayor Spellman read the title and opened the public hearing.

Community Planning and Development Administrator Linker explained this request from the homeowners Josh Smith and Mary Keehfuss. She said the homeowners are currently in the Historic Preservation program for their home at 400 Chase Street, and any structures on the property not deemed historical are required to be brought up to code or to be demolished. Linker said that due to financial reasons, the applicants

have chosen to demolish the structures which consist of the two car garage, addition that connects the garage to the house, as well as another shed-like addition; all were built in the 1970s-1980s. The Historic Preservation Commission met on this application and recommends conditional approval. Linker said the condition is to remove, record, and salvage the two historic doors and historic porch balusters prior to demolition, and the applicant is in agreement. She said the City has received the State demolition permit and the demolition work could be scheduled within the next month.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 1-2016, A Resolution Approving a Certificate of Appropriateness for the Demolition of Non-Historic Structures Located at 400 Chase Street open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Torres **MOVED** and was **SECONDED** by Alderman Johnson to Approve Resolution 1-2016, A Resolution Approving a Certificate of Appropriateness for the Demolition of Non-Historic Structures Located at 400 Chase Street.

MOTION PASSED

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

C. Local Liquor License Authority Consideration of a New Tavern License for Ameristar Lake Charles Holdings, LLC dba Altitude Bar, 111 Richman Street, Ste. A

Mayor Spellman read the title and opened the Public Hearing to convene as the Local Liquor Licensing Authority.

City Attorney Hoffman introduced the item and stated that on December 9, the Local Liquor Licensing Authority set the Public Hearing to January 13, and now is required to determine the eligibility of the applicant to hold a license and whether the needs and desires of the neighborhood are not currently being met by other existing establishments.

Robert Dill, attorney for the applicant, and Sean Demeule, General Manager of the Ameristar Casino, were present to explain the application, their pending Promotional Association/Common Consumption Area application, and provide their supportive findings.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on the Local Liquor License Authority’s Consideration of a New Tavern License for Ameristar Lake Charles Holdings, LLC dba Altitude Bar, 111 Richman Street, Ste. A

open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to Approve a New Tavern License for Ameristar Lake Charles Holdings, LLC dba Altitude Bar, 111 Richman Street, Ste. A.

MOTION PASSED

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

D. Local Liquor License Authority Consideration of a Request for a New Tavern License for Jan’s Tavern, LLC at 101 Gregory Street, Unit #1, to Set the Boundaries of the Neighborhood and to Set a Date for Public Hearing

Mayor Spellman read the title and reminded Council that they were still acting as the Local Liquor Licensing Authority.

City Attorney introduced this item and said the next date to set the Public Hearing is February 24 and normally the entire City is considered the neighborhood boundary.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve setting the neighborhood boundaries as the entire City of Black Hawk and setting the Public Hearing date of February 24, 2016.

MOTION PASSED

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

8. ACTION ITEMS:

A. Resolution 2-2016, A Resolution Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained this was a housekeeping measure brought forth every year as required by law. The designated public place is City Hall.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 2-2016, A Resolution Establishing a

Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law.

MOTION PASSED

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

B. Resolution 3-2016, A Resolution Approving the Amended and Restated Temporary Construction Easement Between the City of Black Hawk as Grantee and Grantor Lloyd Larsen

Mayor Spellman read the title.

Community Planning and Development Administrator Linker introduced this item. She said the owner Lloyd Larsen of 301 High Street currently has a Temporary Construction Easement from his property on 311 High Street for access to 301 High Street for rehabilitation of that property. This amended and restated Temporary Construction Easement would replace the previous easement dated January 28, 2015. This amendment has been expanded to include the original 5' along with the front stairs and front yard.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 3-2016, A Resolution Approving the Amended and Restated Temporary Construction Easement Between the City of Black Hawk as Grantee and Grantor Lloyd Larsen.

MOTION PASSED

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

C. Resolution 4-2016, A Resolution Approving a Trade Contractor Agreement for the Dory Hill Treatment Plant Fire Suppression System with L. Nothhaft & Son, Inc., in the Amount of \$151,000

Mayor Spellman read the title.

Senior Civil Engineer Jim Ford introduced this item and explained that they went out to bid and only received one bid back for \$218,000, which was much higher than expected, so they went out a second time and again received one bid, from the same bidder, L. Nothhaft & Sons. Staff met with them to revise the project to get the cost down, and was able to save \$67,000.

MOTION TO APPROVE

Alderman Armbricht **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 4-2016, A Resolution Approving a Trade Contractor Agreement for the Dory Hill Treatment Plant Fire Suppression System with L. Nothhaft & Son, Inc., in the Amount of \$151,000.

MOTION PASSED

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

9. CITY MANAGER
REPORTS:

City Manager Lewis has nothing to report, but offered his time to Police Chief Cole to discuss a new software program.

Chief Cole explained that the City has budgeted for the Lexipol Policy Software program, which provides comprehensive, defensible, State-specific policies – written by legal and public safety professionals – by constantly monitoring and reviewing government legislation and case decisions. Chief Cole said that currently the Police Department obtains this information manually and is behind in receiving updates and changing the policy manual, which Council then has to approve every several years. He said that the Police Department would still have the flexibility to determine if the updates relate to the City before incorporating them into policy, and they would continue to maintain their Standard Operating Procedures.

Further discussion ensued. City Attorney Hoffman added that CIRSA has endorsed this system, and they are the one defending any claims against the Police Department. Hoffmann stressed how important he felt it was from a potential liability standpoint to move forward with this system. Chief Cole is asking for the authority to buy this system, and proposing a change to how current policies are approved.

10. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report.

11. EXECUTIVE SESSION:

City Attorney Hoffmann recommended item numbers 2 and 5 for Executive Session in regards to potential legislation.

**MOTION TO
ADJOURN INTO
EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:50 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 negotiators, 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 5:00 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 5:00 p.m.

Melissa A. Greiner
City Clerk

David D. Spellman
Mayor

DRAFT

RESOLUTION 5-2016
A RESOLUTION
APPROVING CERTAIN
SERVICE AGREEMENTS
FOR CALENDAR YEAR
2016

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

Resolution No. 5-2016

**TITLE: A RESOLUTION APPROVING CERTAIN SERVICE AGREEMENTS
FOR CALENDAR YEAR 2016**

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 Services Agreements with the entities and for the services set forth below (the "Agreements"), and authorizes the Mayor to sign the Agreements on behalf of the City.

Entity

Service

Leonard Rice Water Eng.
LSI, Inc.
Terracon Consultants, Inc.
Baseline Engineering Corp
SimplexGrinnell

Water Rights Engineering
Controls-process programing
Geotechnical
General Civil
Fire Alarm Systems

RESOLVED AND PASSED this 27th day of January, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk



CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 5-2016, a Resolution authorizing the execution of the agreements for various annual service providers.

RECOMMENDATION:

If City Council chooses to approve Resolution 5-2016, a Resolution authorizing the execution of the agreements between various annual service providers, the recommended motion is as follows: "Approve Resolution 5-2016, a Resolution authorizing the execution of the agreements for various annual service providers for 2016."

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City utilizes several service providers to supplement some of the engineering and operations services work. These are budgeted items.

501-3150-460-33-08	Leonard Rice Water Eng.	Water Rights Eng
501-3150-460-33-04	LSI, Inc.	Controls-process programming
010-3101-431-33-08	Terracon Consultants, Inc.	Geotechnical
010-3101-431-33-08	Baseline Engineering Corp	General Civil
010-3101-431-41-03	SimplexGrinnell	Fire Alarm Systems

FUNDING SOURCE: varies

WORKSHOP DATE: January 27, 2016

ORIGINATED BY: Thomas Isbester/James Ford/Mathew Reed

STAFF PERSON RESPONSIBLE: Thomas Isbester/James Ford/Mathew Reed

PROJECT COMPLETION DATE: December 31, 2016

DOCUMENTS ATTACHED:

CITY ATTORNEY REVIEW: []Yes []No []N/A INITIALS _____

SUBMITTED BY:

REVIEWED BY:

Thomas Isbester, Public Works Director

Jack D. Lewis, City Manager

**AGREEMENT FOR WATER SUPPLY PLANNING AND WATER RIGHTS
ON-CALL CONSULTING SERVICES**

THIS AGREEMENT is made and entered into this ____ day of January 2016, by and between the **City of Black Hawk**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "**City**") and **Leonard Rice Engineers, Inc.** (hereinafter referred to as "**Consultant**").

RECITALS:

A. The City requires miscellaneous consulting services for Water Supply Planning and Water Rights Consulting Services (the "Consulting Services").

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Consulting Services.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional Planning and Water Rights On-Call Consulting Services.

I. SCOPE OF SERVICES

Consultant shall provide the Consulting Services on an on-call basis. The Scope of Services is detailed in **Exhibit A**. Services may also include presentations, meeting attendance, and other water right or water quality related tasks requested. Requests for on-call services made by the City may be either in writing or verbal. Leonard Rice Engineers, Inc. shall confirm all requests for services in writing. Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Consulting Services.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Consultant's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Consultant pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for these Consulting Services are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Consultant other than for the specific intended purpose of this Agreement will be at the City's sole risk. Consultant will provide the City with a ten (10) day written notice prior to disposal of Consulting Services documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. Compensation shall not exceed **Five Hundred Thousand Dollars (\$500,000.00)** without prior written approval by the City. Payment shall be made in accordance with the 2016 Rate Schedule in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. Payment shall be made in accordance with the 2016 Rate Schedule in **Exhibit A-1**. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Consultant shall commence work on **January 1, 2016**. This Agreement shall be completed by **December 31, 2016**.

VI. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, field services, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, field services, and other services which fall below the standard of professional practice.

D. Approval by the City of analysis, accounting, drawings, designs, specifications, reports, field services, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval, nor acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. **Illegal Aliens.**

1. **Certification.** By entering into this Agreement Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. **Prohibited Acts.** Consultant shall not:

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

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

3. **Verification.**

a. Consultant has confirmed the employment eligibility of all employees who are

newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program..

b. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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

i. Notify the subcontractor and the City of Black Hawk within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

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

4. Duty to Comply with Investigations. Consultant must comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

5. If Consultant does not currently employ any employees, Consultant shall sign the No Employee Affidavit attached hereto.

6. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall, to the fullest extent permitted by law, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and

expenses, including reasonable attorney's fees which are incurred by the City, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant shall, to the fullest extent permitted by law, reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands in accordance with subparagraph VIII.B above.

IX. INSURANCE

A. Consultant agrees to obtain and maintain, during the life of the Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by Consultant pursuant to Section VIII, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain or maintain during the life of this Agreement insurance in sufficient amounts, durations, or types.

B. Consultant shall obtain and maintain during the life of the Agreement, and shall cause any Sub-Consultant or Consultant to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Consultant pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Agreement, and **Employer's Liability Insurance** with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Worker's compensation requirements under this paragraph.
2. **Commercial General Liability** insurance with minimum combined single limits of six hundred, thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. This policy shall contain a severability of interests provision.
3. **Professional Liability** insurance with minimum limits of six hundred, thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
4. **The policy required by paragraph 2 above, shall be endorsed to include the City and the City's officers, employees, and Consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, 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 Consultant. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Consultant'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 Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk**

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
7. The City reserves the right to request and receive a certified copy of any policy and endorsement thereto.
8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13.Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Consultant with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially

breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Consulting Services, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk 303 582-1324
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Public Works Director

The Consultant:

Leonard Rice Engineers, Inc. 303 455-9589
1221 Auraria Parkway
Denver, Colorado 80204
Attn: R. Gregory Roush, Chief Operating Officer

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

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

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

Leonard Rice Engineers, Inc.

By: R. Gregory Roush
R. Gregory Roush, Chief Operating Officer

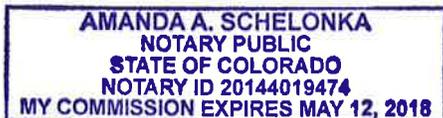
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 4th day of January, 2016, by R. Gregory Roush as the Chief Operating Officer of Leonard Rice Engineers

My commission expires: May 12, 2018

(S E A L)

Amanda A. Schelonka
Notary Public



**PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: _____
(Leonard Rice Engineers, Inc.)

TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068

Project Name Water Supply Planning and Water Rights Consulting On-Call Consulting Services

As a prospective Consultant for the above-identified Consulting Services, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 4 day of January, 2016

Leonard Rice Engineers, Inc.

By: R. Susan Roush

Title: Chief Operating Officer

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____, I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am an owner/member/shareholder of _____, a _____ [specify type of entity-i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, _____, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- A valid Colorado Driver's license or a Colorado identification card*
- A United States military card or a military dependent's identification card*
- A United States Coast Guard Merchant Mariner card*
- A Native American tribal document or*
- In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the consultant's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Consultant participates in the Department of Labor Lawful Presence Verification Program)

We, Leonard Rice Engineers, Inc., as a public consultant under contract with the City of Black Hawk (the "City"), hereby affirm that:

1. We have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the City within twenty (20) days after such hiring date;

2. We have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. We have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

R. Gregory Crouch, COO
Consultant Signature

1-4-15
Date

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 4th day of January, 2016, by R. Gregory Crouch as Chief Operating Officer of Leonard Rice Engineers

My commission expires: May 12, 2018

(S E A L)

Amanda A. Schelonka
Notary Public



**ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION**

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

EXHIBIT A

LEONARD RICE CONSULTING WATER ENGINEERS, INC. SCOPE OF SERVICES

In accordance with your request, Leonard Rice Consulting Water Engineers, Inc. (LRE) is pleased to provide the following description of services to assist the City of Black Hawk with water supply planning and water rights related tasks in calendar year 2016:

- **Task 925BLH01:** LRE will assist the City of Black Hawk with general water supply matters related to planning, water quality, and infrastructure issues for the City of Black Hawk, as directed by the Public Works Director, including such tasks as:
 - Attend the Upper Clear Creek Watershed Association (UCCWA) meetings in Idaho Springs and provide assistance as needed by the City with general permitting and other compliance issues (including wastewater treatment plant and drinking water system issues). Provide assistance to city staff on Colorado Department of Public Health and Environment (CDPHE) issues related to stream standards, Superfund, or other mining and water quality matters on Clear Creek and North Clear Creek. This will include limited participation in the June 2016 Basic Standards and Methodologies Hearing, as needed (based upon proponents' proposals that may impact the City), including potential preparation of a written Responsive Prehearing Statement, and Rebuttal Statement, as well as preparation and oral testimony for the hearing. Issues identified at the October 28, 2015 Issues Formulation Hearing included temperature (definition of existing quality, shoulder season implementation, and acute winter values), antidegradation (reviewable baseline data), integration of classifications and standards (including temporary modifications and temperature) into discharge permits where it may affect the degree of treatment required. This will also include full participation in the December 2016 Temporary Modifications Rulemaking Hearing, where the North Fork's temporary modification for cadmium, which expires 12/31/2018, will be evaluated to determine progress made to date in resolving uncertainty. This hearing will also require potential preparation of a written Responsive Prehearing Statement, and Rebuttal Statement, as well as preparation and oral testimony for the hearing. We will also periodically monitor other rulemaking and work group proceedings throughout the year to determine whether any changes may impact the City (this does not include full participation at these hearings and meetings). The budget for these issues is **\$58,800** for the year.
 - General consulting regarding well operation & maintenance, with a budget of **\$1,000** for the year.
 - Total budget estimate for Task 925BLH01 is **\$59,800**.
- **Task 925BLH02:** LRE will assist the City of Black Hawk and water rights counsel with water rights and water supply planning matters, including such tasks as:
 - Assistance with: general water resources planning and consulting; water quality issues related to data analysis for the Standley Lake Cities and the settlement stipulation and agreements in Case No. 94CW036, and participation in discussions with Standley Lake Cities re: modifications to existing Standley Lake Agreement for water quality standards implementation; well use and water level issues in the Four Mile Gulch area; continuing assistance with Georgetown Lake and Green Lake issues; review of opportunities to participate in water projects or to purchase or lease water rights offered for sale to the City; and assistance with planning for proposed water projects, including assistance with the US Army Corps of Engineers permitting effort. The budget for addressing these issues is **\$56,540** for the year (up to \$10,000 of which is allocated to USACE permitting effort support).
 - Provide engineering support for Black Hawk water right applications, including the SWSP renewal (assuming no material changes or issues from previous years, except for CDPHE issues which are covered under separate scope), two diligence applications (assuming no engineering analyses will be required for the filing of the applications), and Case No. 12CW303 (estimated \$120,000 for a supplemental rebuttal disclosure report in response to Objectors' reports to be filed in January, no further disclosure reports, no depositions, discovery, trial or trial preparation, and estimated \$150,000 for miscellaneous responses to objectors and settlement support). Represent Black Hawk's interests in supporting proposed legislation and providing

review and comment on guidelines proposed by the State Engineer's Office. Preparation and distribution of weekly and monthly accounting reports of water use for the Water Commissioner, reporting on the amount of water diverted under the City's water rights, and reporting on replacement water provided as required by decrees. Coordination of water operations. Review of applications of other entities, including SWSP applications and water rights applications, and provide comments or engineering on selected cases, to help protect Black Hawk's water right interests (excluding preparation for and participation in any trials). The budget for addressing these issues is **\$383,660** for the year.

- Total budget estimate for Task 925BLH02 is **\$440,200**.

- This scope represents our estimate of the services required based information currently available, for a total estimated budget of **\$500,000**. As the project proceeds and additional facts are discovered, it may be necessary to perform additional services and some items described may not be needed. For these reasons, we can provide only an estimate of the cost of completing the services.

- Other: If assistance is needed with other tasks during the year, we will bill the City for the actual time spent on the task requested and approved by the City at the rates in effect at the time service is rendered. The LRE rate schedule currently in effect is attached as **Exhibit A-1**.

EXHIBIT A-1

LEONARD RICE ENGINEERS, INC. 2016 RATE SCHEDULE

Effective December 26, 2015

	<u>Hourly Rate</u>
Student Intern.....	\$55 - \$80
Data Processor.....	\$65 - \$105
Technician/IT Support.....	\$85 - \$110
Staff I	
Engineer/Hydrologist/Geologist/Scientist	\$95 - \$115
Staff II	
Engineer/Hydrologist/Geologist/Scientist	\$115 - \$130
Staff III	
Engineer/Hydrologist/Geologist/Scientist	\$125 - \$140
Project	
Engineer/Hydrologist/Geologist/Scientist	\$125 - \$150
Senior Project	
Engineer/Hydrologist/Geologist/Scientist	\$150 - \$170
Project Manager	\$160 - \$190
Senior Project Manager.....	\$185 - \$240
Principal, Senior Advisor	\$200 - \$250

Automobile mileage, prints, copies, computer and plotter time, telephone and facsimile costs are indirect expenses and are included in the above rates. Outside expenses such as laboratory analysis, obtaining aerial photos, or other special services incurred directly in connection with the project are billed at cost plus 5 percent to cover handling and administration. Reimbursable expenses billed at cost include airfares, automobile rental, and other travel or per diem costs for projects more than 100 miles from the office site, billed at the current IRS rate (rounded up to the nearest \$0.05). Subconsultants to LRE are billed at cost plus 10 percent.

December 26, 2015



1221 Auraria Parkway | Denver, CO 80204 | 303-455-9589 | www.LREwater.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2015

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

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

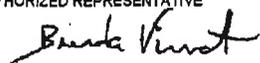
PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. 701 Market Street, Ste. 1100 St. Louis MO 63101	CONTACT NAME PHONE (A/C, No, Ext): 800-338-1391 E-MAIL ADDRESS: acecclientrequest@marsh.com	FAX (A/C, No): 888-621-3173
	INSURER(S) AFFORDING COVERAGE	
INSURED Leonard Rice Cons. Water Engrs LRE Water, LLC 1221 Auraria Parkway Denver, CO 80204	INSURER A: Hartford Accident & Indemnity Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		84SBWDQ9172 Prof. Liab. Excl.	11/01/2015	11/01/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		84SBWDQ9172	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000			84SBWDQ9172	11/01/2015	11/01/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Black Hawk is included as additional insured for above coverage for ongoing and completed operations when required by written contract. Primary/Non Contributory applies to GL and Auto when required by written contract. Severability of Interest is included per attached form, Section E, Item 5.
SS 00 08 04 05

CERTIFICATE HOLDER City of Black Hawk Tom Isbester, Public Works Director P.O. Box 68 Black Hawk, CO 80422-0068	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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2015

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

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

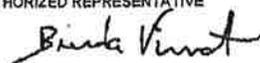
PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. 701 Market Street, Ste. 1100 St. Louis MO 63101	CONTACT NAME: PHONE (A/C, No, Ext): 800-338-1391 E-MAIL ADDRESS: aceclientrequest@marsh.com FAX (A/C, No): 888-621-3173
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Accident & Indemnity Co NAIC # 22357 INSURER B: Twin City Fire Insurance Co 29459 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Leonard Rice Cons. Water Engrs LRE Water, LLC 1221 Auraria Parkway Denver, CO 80204	

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> LOC	Y	84SBWDQ9172 Prof. Liab. Excl.	11/01/2015	11/01/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	Y	84SBWDQ9172	11/01/2015	11/01/2016	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	84SBWDQ9172	11/01/2015	11/01/2016	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	84WEGIP4750	11/01/2015	11/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CITY AND THE CITY'S OFFICERS, EMPLOYEES AND CONSULTANTS ARE INCLUDED AS ADDITIONAL INSURED TO ABOVE COVERAGE'S EXCEPT W/C AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER CITY OF BLACK HAWK OMAS ISBESTER/PUBLIC WORKS 70 GREGORY STREET P.O. BOX 68 BLACK HAWK, CO 80422-0068	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 

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this () day of (), by and between the **City of Black Hawk**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **Logical Systems. Inc.** (hereinafter referred to as "Contractor").

RECITALS:

A. The City requires Logical Systems. Inc. (LSI) services for the ongoing maintenance and Professional software and hardware support (the Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, Professional Software and Hardware support and programming services for the City of Black Hawk Water Department water treatment plant operations and the Distribution System components for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in **Exhibit A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. The initial authorized compensation (the "Initial Amount") to the Contractor under this Agreement shall be Fifty Thousand Dollars (\$50,000.00) but nothing shall require the City to spend the entire Initial Amount, both parties agreeing that the work described in Exhibit A shall be performed by Contractor on a time and materials basis at the bill rates set forth in Exhibit A-1. Contractor shall notify the City when time and expenses allocated to the work have reached eighty percent (80%) of the Initial Amount and again when the time and expenses allocated to the work have reached one hundred percent (100%) of the Initial Amount. Unless the City, in its sole discretion, issues a change order authorizing additional work in excess of the Initial Amount the Contractor shall not perform work in excess of the Initial Amount and the City shall not be liable to Contractor for any work not authorized by a change order. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be reasonably required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any reasonably uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of

Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2016**

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. **Illegal Aliens.**

1. **Certification.** By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

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

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

3. Verification.

a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

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

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

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

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act, omission, error, professional error, mistake, negligence, or other act of negligence of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arises out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. It is specifically understood and agreed that in no event shall Contractor be required to pay an amount disproportionate to its culpability or any share of any amount levied to recognize more than actual economic damages. The obligations of this section are subject to any limitations, other indemnifications, or other provisions of this Agreement.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Contractor shall name the City, its officers and employees as additional insureds on all of its policies except professional liability and workers' compensation and the insurance of the Contractor for which the foregoing are named as additional insureds shall be primary to that of the additional insureds and the insurance of the additional insureds non-contributory. The Contractor shall cause all of its policies to provide waiver of subrogation endorsements in favor of the City, its officers and employees. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single

limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

4. The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. The policy required in Paragraphs 1 and 2 above shall be primary insurance, 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 Contractor. No additional insured endorsement to the policy required by paragraph 2, above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor'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 Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk

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

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

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per

occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Public Works Director

The Contractor:

Logical Systems, LLC
Attn: Chief Financial Officer
2756 Appling Center Cove
Memphis, TN 38133

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Logical Systems LLC
400 Corporate Circle, Suite R
Golden, CO 80401

TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068

Project Name Ongoing Maintenance and Professional Software and Hardware Support

Proposal Number 17063

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 19th day of January, 2016

Prospective Contractor Logical Systems LLC

By: Ref. [Signature]

Title: CFO

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am an owner/member/shareholder of _____, a _____ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, _____, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Signature

Date

**ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION**

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

EXHIBIT A



LOGICAL SYSTEMS, LLC - Golden Branch
400 CORPORATE CIRCLE, SUITE R GOLDEN, CO 80401
Ph 303.215.9950 Fax 303.215.9952

Creation Date: December 16, 2015

Last Revision Date: December 16, 2015

Submitted to: Jason Fredricks

Submitted by: Tre Prater

Jason Fredricks
City of Black Hawk
jfredricks@cityofblackhawk.org

Bid Prepared by LOGICAL SYSTEMS, LLC - Golden Branch
Proposal No. 17063
City of Black Hawk Water Treatment Plants
Professional Services

This document is confidential information of Logical Systems, LLC and is only for use by City of Black Hawk and Logical Systems, LLC. All information contained herein is to be strictly controlled and in no case can this information be shared outside of the parties listed here without prior written consent from both parties.



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 Ph 303.215.9950 Fax 303.215.9952

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Last Revision Date: December 16, 2015

Submitted to: Jason Fredricks

Submitted by: Tre Prater

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Overview

Logical Systems is pleased to present this Time and Material proposal for the professional services required to supply controls and instrumentation support of the Water Treatment Plants for the City of Black Hawk.

If accepted, this document forms the entire basis for the contract between the two parties. No other terms or agreements, unless explicitly referenced in this document, are agreed to. A written purchase order is required for confirmation of the order and must reference this proposal number.



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1 Scope of Work

The scope of work included herein is to provide the City of Black Hawk (COBH) professional services for control and instrumentation system support for the COBH water treatment plants and distribution system. Services may include, but are not limited to design, analysis, PLC programming, SCADA programming, system troubleshooting, opinions of probable cause, installation cost estimates, consultations, presentations, and meeting attendance and materials/instrument/equipment supplies and installation. Requests for services made by the COBH may be either in writing or verbal. Logical Systems Inc. shall confirm all requests for services in writing. LSI shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

To accomplish the requested support, LSI will initially provide a Level IV Senior Controls Engineer to serve as a single point of contact. The assigned engineer (Lead Engineer) will have the sufficient experience and skills to provide for your instrumentation, hardware and software support requirements to maintain your facilities. As with any new client there will be a learning period to understand your process, individual locations and how to interact with your staff. Our goal will be to involve more engineers as projects allow to get familiarity with systems in order to provide you with a multilayer engineering support group. The Lead Engineer will be responsible for insuring that anyone assigned to the work has the necessary skills, is briefed on the work at hand, and maintains quality and consistency in the services we provide.

It is recognized by the parties that the aforementioned scope of services is based on the current evaluation and corresponding request by City of Black Hawk and it is possible that variations in the scope of services specified herein may be adjusted from time to time based on newly found needs and requirements at the facility. In such an event, Logical Systems will use its best efforts to keep City of Black Hawk informed of any such variations and, in any event, shall receive City of Black Hawk's advance approval prior to undertaking any variations that will increase the costs of services by Logical Systems to City of Black Hawk.



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3 Assumptions, Exclusions and Clarifications

The following items are LSI's assumptions and/or exclusions for the scope of work defined herein.

1. None



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4 Terms and Conditions

4.1 GOVERNANCE OF PROPOSALS

- 4.1.1 If there is any conflict between this proposal, if accepted and earlier orders or proposals this proposal will govern.

4.2 PAYMENT

- 4.2.1 For Time and Material contracts, Customer shall make monthly payments to Logical Systems, LLC based on actual time, materials, out of pocket expense and sales tax, if applicable.
- 4.2.2 For Lump Sum or Fixed Price contracts, Customer shall make to Logical Systems, LLC a 40% of Fixed Price payment at placement of order and 60% of Fixed Price on completion.
- 4.2.3 Payment is due 30 days from post date of invoice. If post date is not determinable, payment is due 30 days from invoice date. User shall pay 1.5% per month of the unpaid balance if amounts are not paid within 65 days of the post date or 65 days of the invoice date if the post date is not determinable. LOGICAL SYSTEMS, LLC shall be entitled to compensation for the cost of collection, including but not limited to interest and/or attorney fees.
- 4.2.4 Federal, state, or local taxes, fees, or permits are not included. City of Black Hawk will be required to pay sales tax unless LSI™ is furnished with the appropriate exemption documentation.

4.3 DEFINITIONS

- 4.3.1 LSI™ or Seller – LOGICAL SYSTEMS, LLC
- 4.3.2 User – City of Black Hawk
- 4.3.3 Equipment – The hardware or software (including control system programming) described in the body of the proposal.

4.4 VALIDITY OF PROPOSAL

- 4.4.1 This Proposal is valid for 30 days, unless extended in writing by LOGICAL SYSTEMS, LLC

4.5 SALE AND DELIVERY

- 4.5.1 F.O.B. LSI™ location, unless otherwise specified in the proposal. User to pay all freight and insurance charges from F.O.B. point, and all demurrage, rigging and unloading charges at destination point.

4.6 WARRANTY

- 4.6.1 LOGICAL SYSTEMS, LLC warrants Equipment of its own manufacture to be free from defects in materials and workmanship for a period of twelve (12) months from shipment. THIS WARRANTY EXTENDS ONLY TO THE USER, AND IN NO EVENT SHALL LOGICAL SYSTEMS, LLC BE LIABLE FOR PROPERTY DAMAGE SUSTAINED BY A PERSON DESIGNATED BY THE LAW OF ANY JURISDICTION AS A THIRD PARTY BENEFICIARY OF THIS WARRANTY OR ANY OTHER WARRANTY HELD TO SURVIVE LOGICAL SYSTEMS, LLC'S DISCLAIMER. Replacement parts or software modifications provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the Equipment, as if such parts were original components of the Equipment. With respect to equipment, materials, parts and accessories manufactured by others, LOGICAL SYSTEMS, LLC will undertake to obtain for User the full benefits of the manufacturer's warranties, BUT IN NO EVENT SHALL USER OR ANY OTHER PERSON HAVE ANY REMEDY AGAINST LOGICAL SYSTEMS, LLC FOR BREACH OF MANUFACTURER'S WARRANTY. A defect in a part shall not condemn the whole machine or software program. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.7 EXCLUSIVE REMEDY

- 4.7.1 Upon written notification received by LOGICAL SYSTEMS, LLC within the above stated warranty period of any failure to conform to the above warranty, upon return prepaid to LOGICAL SYSTEMS, LLC of any nonconforming original part of its own manufacture, and upon inspection by LOGICAL SYSTEMS, LLC to verify said nonconformity, LOGICAL SYSTEMS, LLC shall repair or replace said original part without charge to User. LOGICAL SYSTEMS, LLC shall ship the repaired or replaced part to User at User's expense. Cost for removal and/or installation of repaired or replaced parts supplies under the above warranty shall be at the User's expense. Correction of nonconformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of LOGICAL SYSTEMS, LLC to User or any other person whether based upon contract, tort (including negligence), strict liability or otherwise.



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- 4.7.2 THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, WITHOUT REGARD TO WHETHER ANY DEFECT WAS DISCOVERABLE OR LATENT AT THE TIME OF DELIVERY OF THE EQUIPMENT TO USER. The essential purpose of this exclusive remedy shall be to provide User with repair or replacement of parts or components that prove to be defective within the period and under the conditions previously set forth. This exclusive remedy shall not have failed of its essential purpose (as that term is used in the Uniform Commercial Code) provided LOGICAL SYSTEMS, LLC remains willing to repair or replace defective parts or components within a commercially reasonable time after it obtains actual knowledge of the existence of a particular defect.
- 4.8 CORROSION EXCLUSION
- 4.8.1 The Seller specifically excludes corrosion of stainless steel or other metals normally used in the fabrication of the Equipment from its warranty. The Seller is not liable for loss or damage to corrosion from exposure to aggressive liquids or atmospheres. Nor shall Seller be held liable for User's failure to properly clean or care for this Equipment.
- 4.9 LIMITATIONS OF LIABILITY
- 4.9.1 IN NO EVENT SHALL LOGICAL SYSTEMS, LLC BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES NOR SHALL LOGICAL SYSTEMS, LLC BE LIABLE FOR ANY LOSS OF PROFIT, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF PRODUCT OR MATERIALS, WITH RESPECT TO THIS PROPOSAL OR ANYTHING DONE IN CONNECTION THEREWITH (INCLUDING, WITHOUT LIMITATION, SERVICES PROVIDED PURSUANT TO THIS AGREEMENT), WHETHER BASED UPON PROPOSAL, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. LOGICAL SYSTEMS, LLC's liability to USER hereunder, if any, shall in no event exceed the total amount paid to LOGICAL SYSTEMS, LLC hereunder by USER.
- 4.9.2 Any indemnification obligation or other liability of Logical Systems, LLC is strictly limited to direct damages to the extent due to the negligent acts or omissions of Logical Systems and is further limited to the amount of the purchase order, including accepted change orders, for the work which gives rise to the damages.
- 4.10 INSTALLATION
- 4.10.1 Unless otherwise specifically agreed, User assumes full responsibility for the installation and start-up of the Equipment and for any loss or damage of whatever nature to persons or property.
- 4.11 ACCELERATION
- 4.11.1 If the terms of payment for the Equipment allow for installment payments, User agrees that LOGICAL SYSTEMS, LLC, at its discretion, may accelerate and make due and payable all remaining installments if (a) User shall fail to make one or more installments when due, or (b) any of the events constituting cause for automatic cancellation under the CANCELLATION paragraph below shall have occurred before or after delivery of the Equipment.
- 4.12 FORCE MAJEURE
- 4.12.1 No liability shall result from delays in shipment caused by circumstances beyond the control of Seller, including but not limited to, Acts of God, fire, flood, war, riots, accidents, strikes, plant shutdown, rules and regulations of local, state and Federal governmental agencies or any causes beyond the reasonable control of Seller.
- 4.13 ACCEPTANCE
- 4.13.1 This Proposal shall be a binding contract on receipt of first payment of the first invoice and acceptance of payment by an officer or authorized employee of LOGICAL SYSTEMS, LLC
- 4.14 CANCELLATION
- 4.14.1 LOGICAL SYSTEMS, LLC may cancel this Proposal before shipment if User refuses to authorize shipment within thirty (30) days after notice that the Equipment is ready, or fails to make any payment or execute any documents required prior to shipment. (b) This Proposal may, at the sole discretion of Logical Systems, be canceled if User has become insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or if proceedings are commenced by or against User in any jurisdiction under a provision or chapter of any bankruptcy act, or if User suffers the appointment of a receiver or trustee or makes an assignment for the benefit of creditors. (c) User may not cancel except upon payment of twenty percent (20%) of the total price of the Equipment, plus LOGICAL SYSTEMS, LLC's non-recoverable costs (including incidental and consequential damages) attributable to this Proposal, plus a restocking charge to be determined by LOGICAL SYSTEMS, LLC



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Submitted by: Tre Prater

4.15 ARBITRATION

- 4.15.1 Any controversy of claim arising out of or relating to this Proposal should be determined by arbitration in accordance with the rules of the American Arbitration Association. With regard to hearing locale, hearing locale shall be in Memphis, Tennessee. The arbitration shall be conducted by a single arbitrator and shall be in the English language.

4.16 MODIFICATION OR WAIVER OF PROVISION

- 4.16.1 This Proposal cannot be modified except by agreement in writing signed by LOGICAL SYSTEMS, LLC. A waiver or repeated waiver by LOGICAL SYSTEMS, LLC of any provision or the breach of any provision shall not constitute a further waiver of such provision or breach.

4.17 MERGER CLAUSE

- 4.17.1 This Proposal including all appendices, constitutes the final written expression of the terms of this Proposal and is a complete and exclusive statement of those terms, and any and all representations, promises, warranties or statements by LOGICAL SYSTEMS, LLC's agent that differ in any way from the terms of this written Proposal shall be given no force of effect.

4.18 OTHER CHARGES

- 4.18.1 A processing charge shall be payable by User to Seller for each change order or equipment drawing change requested by User after Seller has received the approved drawings. The processing charge shall be added to the material and labor cost associated with each such change order. A processing charge shall be payable by User to Seller for "Prepay and Add" shipping charges.
- 4.18.2 A charge for storage shall be payable by the User if the User requests shipment deferral beyond the date of completion. Deferral of shipment will not defer invoicing or payment terms of the order.
- 4.18.3 Additional professional services, start-up support, and training not included within the scope of this proposal shall be provided on a T&M basis per LOGICAL SYSTEMS, LLC standard rates. Any stand-by time that is not the fault of the Seller, incurred by the Seller's employees at the User's site will be billed on a T&M basis.
- 4.18.4 Pricing data is based upon all work being performed in a forty-hour week. Any overtime required and pre-approved by USER will be billed per LOGICAL SYSTEMS, LLC's standard T&M rate sheet, which is incorporated by reference to this agreement.
- 4.18.5 All costs incurred for performance bonds shall be borne by the User.
- 4.18.6 All costs incurred for CE or UL approval shall be borne by the user.
- 4.18.7 Seller will reasonably attempt to manage travel costs to the estimate provided, however any travel costs that exceed the estimate provided will be invoiced at Seller's cost.
- 4.18.8 On the event of a direct hire of a LOGICAL SYSTEMS, LLC employee, the hiring company shall pay to Logical Systems, LLC a recruiting fee equal to four months of base billing.

END OF PROPOSAL

EXHIBIT A-1



LOGICAL SYSTEMS, LLC.
400 CORPORATE CIRCLE, SUITE R
GOLDEN, CO 80401
PH: (303) 215-9950 FAX: (303) 215-9952

LSI Colorado Office Standard Rate Sheet

Effective January 1, 2016 through December 31, 2016

Classification / Title	Hourly Rate
Engineer	
Intern	34.00
Level I	71.00
Level II	97.00
Level III	109.00
Level IV / Senior	121.50
Level V / Lead	132.00
DCS Software Developer / Programmer	
Level I	76.00
Level II	100.00
Level III	112.50
Level IV / Senior	125.50
Level V / Lead	135.00
Controls Engineering	
Level I	76.00
Level II	100.00
Level III	112.50
Level IV / Senior	125.50
Level V / Lead	135.00
Process Engineering	
Level I	78.50
Level II	102.00
Level III	114.50
Level IV	132.00
Level V	147.50
ERP / MES Developer	
Level I	125.50
Level II	142.00
Level III	156.50
Level IV / Senior	180.50
CADD Specialist	
Level I	37.00
Level II	58.50
Level III	65.00
Level IV	75.00



LOGICAL SYSTEMS, LLC.

400 CORPORATE CIRCLE, SUITE R

GOLDEN, CO 80401

PH: (303) 215-9950 FAX: (303) 215-9952

Designer	
Level I	82.50
Level II	90.50
Level III / Senior	100.00
Field Engineer / Controls Specialist	
Level I	112.50
Level II	117.50
Project Manager / Construction Manager	
Level I	92.50
Level II	120.50
Level III / Senior	131.00
Level IV / Lead	142.00
Safety Coordinator	71.00
Safety Professional	96.00
Principle Engineer / Engineering Manager	157.50
Executive Engineer	169.00
Project Support	
Level I / Clerical	34.00
Level II / Project Admin	45.50
Project Contracts / Procurement Specialist	
Level I	66.00
Level II	82.50
Level III	98.00
Fabrication	
Level I	34.00
Level II	46.50
Level III	61.00
Service Call Support (Minimum 4hrs)	200.00

Over eight hours in 24 hour period.....1.5 times the hourly rate.
 Over 40 hours in 5 days.....1.5 times the hourly rate.
 National holiday and Sunday.....2.0 times the hourly rate.

- No overtime without customer approval.
- Travel expenses are not included in the hourly rate. Billed at cost.
- Travel time will be billed at the regular rate portal to portal.
- Auto mileage billed at the IRS set amount.
- If an employee is required to be on site in excess of 2 weeks, normal expenses will include round trip transportation home once every two weeks.
- In addition to the above hourly rates LSI will also charge 1.5% of the open invoice amount every 30th day from the invoice due date. Invoices shall be considered open until good funds are received by LSI. Notwithstanding any provisions in the contract or subsequent purchase orders to the contrary, LSI shall be allowed to assess and collect these charges on all projects to which this rate sheet is agreed to as part of the proposal or contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2016

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

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

PRODUCER McDaniel-Whitley, Inc. P.O. Box 382007 Memphis TN 38183-2007	CONTACT NAME: Tammy Quinn PHONE (A/C, No, Ext): (901) 881-6464 E-MAIL ADDRESS: tqquinn@mcwins.com	FAX (A/C, No): (901) 881-6467													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER B: Travelers Property & Casualty Co of</td> <td>25674</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D: RSUI Indemnity Company</td> <td>22314</td> </tr> <tr> <td>INSURER E: St Paul Surplus Lines Ins Co</td> <td>30481</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co of America	25666	INSURER B: Travelers Property & Casualty Co of	25674	INSURER C: Travelers Indemnity Company	25658	INSURER D: RSUI Indemnity Company	22314	INSURER E: St Paul Surplus Lines Ins Co	30481	INSURER F:
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COVERAGES CERTIFICATE NUMBER: 15-16 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			6307E445104	6/30/2015	6/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Employee Benefits Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA7E445104	6/30/2015	6/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7E445104	6/30/2015	6/30/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HK0B7E445104	6/30/2015	6/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			ZPL31M08580	6/30/2015	6/30/2016	Each Claim Limit: \$10,000,000
D	Excess Liability			NBA072273	6/30/2015	6/30/2016	Excess Liability Limit: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Black Hawk, and the City's Officers, Employees & Consultants
 P O Box 68
 Black Hawk, CO 80422-0068

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

Richard Whitley/WHITR

Richard Whitley

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COMMENTS/REMARKS

Pollution Liability provided by St. Paul Surplus Lines Insurance Company; Policy #31M3455A; Policy Dates: 6/30/15 - 6/30/16; Limit of Insurance: \$5,000,000

When required by written contract, certificate holder is named as an additional insured, primary and non-contributory on general liability and automobile liability. When required by written contract, waiver of subrogation is provided in favor of the certificate holder with respect to general liability, automobile liability, workers' compensation and professional liability. Umbrella and excess lines follow form with respect to these endorsements.



BLACK HAWK

City of Black Hawk, Colorado

**Agreement for Professional Services
2016 On-Call Geotechnical Engineering and
Testing Services**

between

**Terracon Consultants, Inc.
10625 West I-70 Frontage Road North
Wheat Ridge, Colorado 80033
(303) 423-3300**

and

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
(303) 582-1324**

January 2016

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **Terracon Consultants, Inc.** (hereinafter referred to as "Contractor").

RECITALS:

- A. The City requires miscellaneous professional geotechnical services (the "Project").
- B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City professional engineering services for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in **Exhibit A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

- A. Compensation shall not exceed **Twenty thousand dollars (\$20,000.00)** for the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A**. Invoices shall be itemized and include hourly breakdown for all personnel and other charges.
- B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.
1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
 2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.
- C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.
- D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.
- E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2016.**

VI. PROFESSIONAL RESPONSIBILITY

- A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.
- C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.
- D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, nor acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

- A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- B. Illegal Aliens.
 - 1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado

Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:
 - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
3. Verification.
 - a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
 - b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:
 - i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and
 - ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.
4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-

102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.
6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

- A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, arising from the services rendered by Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.
- B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.
- C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, bear all other direct costs and expenses related thereto, including court costs and reasonable attorney fees. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

IX. INSURANCE

- A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.
- B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.
 2. **Commercial General Liability Insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.
 3. **Professional Liability Insurance** with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
 4. **The policy required by Paragraph 2 above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds.** The policy required in Paragraph 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided

by Contractor. No additional insured endorsement to the policy required by Paragraph 2 above shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor'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 Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: **City Clerk**

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
7. In the event a claim is filed, the City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 *et seq.*, 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Matt Reed

The Contractor:

Terracon Consultants, Inc.
10625 W. I-70 Frontage Road N.
Wheat Ridge, Colorado 80033
Attn: Dan Redman

PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Terracon Consultants, Inc.
(Prospective Contractor)

TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068

Project Name 2016 On-Call Geotechnical Services

Bid Number N/A Project No. N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 12 day of January, 2016.

Prospective Contractor: Terracon Consultants, Inc.

By: [Signature]

Title: Senior Vice President

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am an owner/member/shareholder of _____, a _____ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, _____, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Signature

Date

ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card or a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

EXHIBIT A

SCOPE OF SERVICES
2016 On-Call Geotechnical Services

Services and responsibilities may include, but not necessarily be limited to, the following:

Subsurface exploration and geotechnical analysis. Consultant shall have expertise and equipment as necessary to examine existing site conditions and prepare complete geotechnical recommendations and reports.

Materials testing. Consultant shall have ready access to a laboratory equipped to provide all material testing associated with general construction.

Pavement design and analysis. The City may request the Consultant to design full-depth asphalt, concrete, and composite pavement sections. Consultant shall evaluate existing pavements and recommend rehabilitative procedures.

Retaining wall and foundation design recommendations. Consultant shall collaborate with the City-retained structural engineer to evaluate and provide recommendations for retaining walls, building foundations, and other similar structures.

Construction inspection. Consultant shall provide qualified personnel to inspect general construction and paving projects.

Rock excavation and stabilization. Consultant shall provide recommendations for rock removal, which may include preparation of drilling and blasting specifications. Consultant shall evaluate rock stability and recommend various rock stabilization methods as necessary.

Opinions of probable construction costs. Consultant shall estimate and/or review geotechnical-related construction costs.

Meeting attendance. The City may request the Consultant to provide competent engineering and technician personnel at one-time or regular meetings during construction projects.

Consultant shall retain qualified in-house personnel, including licensed Professional Engineers and Geologists, to perform the above Scope of Work.

C. REIMBURSEMENT SCHEDULE
Construction Materials Services

Personnel

Project Principal.....	\$120.00/hr
Project Engineer, P.E.	95.00/hr
Project Manager.....	90.00/hr
Structural Steel Inspector.....	79.00/hr
Senior Engineering Technician	48.00/hr
Engineering Technician.....	42.00/hr

Note: An overtime premium of 1.25 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day, as well as for services provided on nights, Saturday, Sunday and Terracon recognized Holidays. All charges are portal to portal. Minimum of 3 hours will be charged for each site visit with the exception of sample pick-ups.

Laboratory Testing

Laboratory Moisture-Density Relationships

Standard Proctor	120.00/ea
Modified Proctor	130.00/ea
One Point Check	55.00/ea

Soil Classifications

Atterberg Limits	55.00/ea
Sieve Analysis (washed)	55.00/ea
Swell Test.....	70.00/ea
Moisture Content.....	10.00/ea
Dry Density	10.00/ea
Unconfined Compression.....	75.00/ea
Remolded Unconfined Compression.....	150.00/ea
R-Value.....	345.00/ea
Soluble Sulfate.....	20.00/ea
pH.....	8.00/ea
Resistivity.....	50.00/ea
Corrosivity (includes soluble sulfate and pH).....	55.00/ea
Concrete Compressive Strength	12.00/ea
Gyratory Compaction	150.00/ea
Asphalt Content/Gradation	110.00/ea
Maximum Theoretical Density	110.00/ea
Core Density/Thickness	30.00/ea

Vehicle Charge	0.575/mile
Report Preparation & Review (except sample pick-ups).....	20.00/report

Outside services

At cost + 20%

Other Services

Upon Request



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)

1/12/2016

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1312893 TERRACON CONSULTANTS, INC. 10625 WEST I-70 FRONTAGE ROAD NORTH WHEAT RIDGE CO 80033	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Lexington Insurance Company	NAIC # 19437
	INSURER B : Travelers Property Casualty Co of America	25674
	INSURER C : The Travelers Indemnity Company	25658
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES TERCO01 **CERTIFICATE NUMBER:** 13843590 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTR'L LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	TC2J-GLSA-1118L293	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	TC2J-CAP-131J3858 TJBAP131J3895	1/1/2016 1/1/2016	1/1/2017 1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C C B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	TC2KUB131J374216 (AOS) TRKUB131J384616 (AZ, MA, WI) TC2KUB131J374216 (CA)	1/1/2016 1/1/2016 1/1/2016	1/1/2017 1/1/2017 1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	N	N	26030216	1/1/2016	1/1/2017	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: PROJECT #P25151178; 2016 ON-CALL GEOTECHNICAL ENGINEERING AND TESTING SERVICES. CITY OF BLACK HAWK ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, THIS COVERAGE IS PRIMARY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

13843590
 CITY OF BLACK HAWK
 ATTN: CITY CLERK
 P.O. BOX 68
 BLACK HAWK CO 80422-0068

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

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BLACK HAWK

City of Black Hawk, Colorado

**Agreement for Professional Services
2016 On-Call Civil and Structural
Engineering Services**

between

**Baseline Engineering Corporation
1950 Ford Street
Golden, Colorado 80401
(303) 940-9966**

and

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
(303) 582-1324**

January 2016

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and Baseline Engineering Corporation (hereinafter referred to as "Contractor").

RECITALS:

- A. The City requires miscellaneous professional civil and structural engineering services (the "Project").
- B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City professional engineering services for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in **Exhibit A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

- A. Compensation shall not exceed **Twenty thousand dollars (\$20,000.00)** for the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A**. Invoices shall be itemized and include hourly breakdown for all personnel and other charges.
- B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.
1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
 2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.
- C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.
- D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.
- E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2016.**

VI. PROFESSIONAL RESPONSIBILITY

- A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.
- C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.
- D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, nor acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

- A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- B. Illegal Aliens.
 - 1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado

Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:
 - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
3. Verification.
 - a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
 - b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:
 - i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and
 - ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.
4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-

102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.
6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

- A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.
- B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.
- C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other

fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

IX. INSURANCE

- A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.
- B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.
 2. **Commercial General Liability Insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.
 3. **Professional Liability Insurance** with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

4. **The policy required by Paragraph 2 above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by Paragraph 1 above shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor'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 Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: **City Clerk**

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

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

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Matt Reed

The Contractor:

Baseline Engineering Corporation
1950 Ford Street
Golden, Colorado 80401
Attn: Noah Nemmers

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

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

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

Baseline Engineering Corporation

By: Matthew Tyburski _____

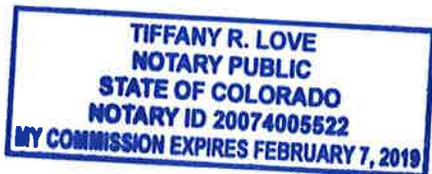
Its: CFO _____

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 7th day of January, 2016, by Matthew Tyburski as the CFO & Secretary of Baseline Engineering Corporation

My commission expires: 02/07/2019

(SEAL)



Tiffany R. Love
Notary Public

PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Baseline Engineering Corporation
(Prospective Contractor)

TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068

Project Name 2016 On-Call Civil and Structural Engineering Services

Bid Number N/A Project No. N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 7th day of January, 2016.

Prospective Contractor: Baseline Engineering Corporation

By: Matthew Tylak

Title: CEO

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am an owner/member/shareholder of _____, a _____ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, _____, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, Baseline Engineering Corp as a public contractor under contract with the City of Black Hawk (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the City within twenty (20) days after such hiring date;
2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and
3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Matthew Tyburski
Contractor Signature

1/7/15
Date

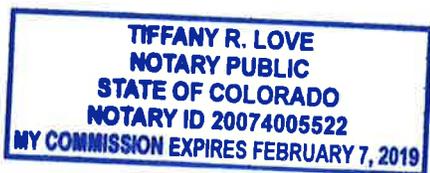
STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 7th day of January, 2016, by Matthew Tyburski as CEO & Secretary of Baseline Engineering Corporation

My commission expires: 02/07/2019

(S E A L)

Tiffany R. Love
Notary Public



ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card or a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

EXHIBIT A

SCOPE OF SERVICES
2016 On-Call Civil and Structural Engineering Services

Services and responsibilities may include, but not necessarily be limited to, the following:

Development review. Consultant shall review and comment on proposed development plans and technical reports that are received by the City. Consultant shall ensure proposed developments conform to applicable engineering standards and specifications.

General civil engineering design. The City may request the Consultant to complete various civil engineering designs and prepare engineering plans and reports, including grading plans, utility plans and profiles, stormwater management plans, roadway plans, and related detail sheets.

Drainage design. The City may request the Consultant to perform various hydrologic and hydraulic calculations and prepare reports, plans, and specifications to design storm sewer systems, open channel conveyance systems, detention and water quality facilities, and other assorted drainage improvements.

Drainage analysis. The City may request the Consultant to analyze existing drainage systems to determine condition and capacity.

Floodplain analysis. Consultant shall be prepared and qualified to perform full-service floodplain analysis, including preparation of CLOMR and LOMR documents.

General structural engineering design. The City may request the Consultant to complete structural calculations and designs, including foundation construction and remediation, historic structure restoration, bridge repair, and retaining wall construction and repair.

Structural analysis. The City may request the Consultant to analyze existing structures to determine structural condition and stability.

Opinions of probable construction costs. Consultant shall prepare and/or review civil and structural construction costs.

Meeting attendance. The City may require the Consultant to provide competent civil and structural engineering personnel at one-time or regular meetings during construction projects.

Consultant shall retain qualified personnel, including licensed Professional Engineers, to perform the above Scope of Services.

The project team's successful track record on previous projects with similar needs puts us in the best position to maximize time and cost efficiencies for the City of Black Hawk's 2016 needs for civil and

structural engineering services. Project Manager, Noah Nemmers will be diligent in monitoring activities to ensure high-quality deliverables that are on time and within budget.

ENGINEERING SERVICES

TEAM MEMBER	HOURLY RATES (EXCEPT DIRECT COSTS)
Principal, PE	\$ 135
Project Manager, PE	\$ 125
Project Engineer Civil, PE	\$ 105
Project Engineer Civil	\$ 100
Staff Engineer	\$ 80
CAD Technician	\$ 70

SURVEYING SERVICES

TEAM MEMBER	HOURLY RATES (EXCEPT DIRECT COSTS)
Chief Surveyor, PLS	\$ 105
Land Surveyor, PLS	\$ 95
Survey Crew (1 man)	\$ 132
Survey Crew (2 man)	\$ 154

FIELD SERVICES

TEAM MEMBER	HOURLY RATES (EXCEPT DIRECT COSTS)
Field Inspector	\$ 80

DIRECT COSTS

ITEMS	COST
Prints	0.40/sf (B/W)
	6.25/sf (Color)
Mylar (does not include photo mylar)	2.50/sf
Photocopies	0.10-0.20 (B/W)
	0.40-0.80 (Color)
Deliveries and Express Shipping	Cost + 10%

**LOCAL LIQUOR
LICENSING AUTHORITY
CONSIDERATION OF THE
CERTIFICATION OF A
PROMOTIONAL
ASSOCIATION AND
COMMON CONSUMPTION
AREA FOR FRONT RANGE
ENTERTAINMENT
DISTRICT, LLC**

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Local Liquor Authority Consideration of the Certification of a Promotional Association and Common Consumption Area for the Front Range Entertainment District, LLC.

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

MOTION TO APPROVE Certification of a Promotional Association and Common Consumption Area for the Front Range Entertainment District, LLC.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Promotional Association/Common Consumption Area Certification application was received by the Clerk's office on January 7, 2016. The application has been found complete and is included in the packet. At its May 27, 2015 meeting, Council approved changes to Article XVII of Chapter 6 regarding Entertainment Districts to allow extended hours for a Promotional Association to serve alcohol between 2:00 a.m. and 7:00 a.m., if requested through application. The Monarch Promotional Association has met all the requirements for a Promotional Association and is requesting extended hours. Staff has reviewed this application, and Chief Cole offers the attached recommendations. Per C.R.S. § 12-47-301(11)(c) a Local Licensing Authority must properly certify a Promotional Association to operate a Common Consumption Area.

If approved, staff is required to submit DR 8482 to the State Licensing Authority within fifteen (15) days of any changes to the existing Entertainment District, including a list of the licensed premises attached to the Common Consumption Area, map of the area, and the hours of operation and consumption for the licensed premises and Common Consumption Area.

AGENDA DATE: January 27, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

DOCUMENTS ATTACHED: Application Packet and Staff Recommendations

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

Melissa Greiner

Melissa Greiner, City Clerk

REVIEWED BY:

Jack D Lewis

Jack D. Lewis, City Manager



Memo

To: Jack Lewis, City Manager
From: Stephen Cole, Chief of Police
Date: January 22, 2016
Re: Front Range Entertainment District LLC,
Promotional Association/Common Consumption Area Certification Request

The purpose of this memorandum is to provide recommendations on the Front Range Entertainment District LLC Promotional Association/Common Consumption Area Certification Request. As the Chief of the Black Hawk Police Department I am supportive of the application, but recommend the following:

Recommendation: Require signage identifying areas where common consumption is allowed.

Reason: There will be a need to educate guests about common consumption areas. The applicant included a reference to security personnel, but signage would help educate guests about “allowed” and “prohibited” conduct. We would suggest the applicant provide signage with sufficient information about common consumption areas.

Recommendation: Encourage casino staff to be vigilant in preventing the “over service” of alcohol.

Reason: Although all the casinos in Black Hawk do a good job preventing the “over service” of alcohol to guests, we would suggested they become especially vigilant in their effort as this new service becomes available.

In past recommendations I have indicated we would evaluate the impact of alcohol distribution after 2:00 a.m. after 90 days of operation at each location. However, data obtained from our RMS system shows it’s difficult to evaluate the impact of 24 hour alcohol service without considering police calls throughout the City. The gradual addition of common consumption areas within Black Hawk over the past six months and the transient nature of guests moving between casinos made it difficult to specifically identify issues associated with common consumption areas at specific locations. We will review City-wide call load numbers when we have confidence in the results.

In previous reports I also informed the Board of Aldermen that police officer work schedules were changed to keep additional personnel on duty until 3:30 a.m. However, an early review of our work load between 2:00 a.m. and 3:30 a.m. does not support extended work schedules. As a result, officers returned to their normal work schedules in November 2015. We will evaluate our call load over the next year to fully understand the impact of common consumption areas on police service once we have more data.

JAN 07 2016

City of Black Hawk
Clerk's Office



BLACK HAWK

CITY OF BLACK HAWK
Po Box 68
201 Selak Street
Black Hawk, CO 80422
(303)682-2221

Date Submitted _____

PROMOTIONAL ASSOCIATION/Common Consumption Area Certification Request

Promotional Association Name (exactly as it appears on incorporation documentation): Front Range Entertainment District, LLC	
Description of Common Consumption Area Boundaries: (attach map) Attached as Exhibit A	
Mailing Address of Promotional Association: PO Box 45, Black Hawk, CO 80422	
President of the Promotional Association: Sean Demeule	
Phone Number: 720-946-4000	E-mail Address: sean.demeule@ameristar.com

The following must accompany this Promotional Association/Common Consumption Area Certification Request:

- 1 \$100 for Initial Application Fee
- 2 \$100 for attachment of a Licensed Premises by a Certified Promotional Association

Exhibit B **Copy of the Articles of Incorporation and Bylaws**

Exhibit C **List of all Directors and Officers of the Promotional Association** (No officers appointed)

Exhibit D **Written Security Plan**

- A security plan, including evidence of training (including, but not limited to, TIPS certification) and approval of personnel, a detailed description of security arrangements and the approximate location of security personnel within the Common Consumption Area during operating hours.

Exhibit A **Map drawn to scale**

- A detailed map of the proposed Common Consumption Area, including location of physical barriers, entrances and exits, location of attached licensed premises and identification of licensed premises that are adjacent but not to be attached to the Common Consumption Area.

See page 3 **List of dates and hours of operation of the Common Consumption Area**

Exhibit E **Documentation showing possession of the Common Consumption Area by the Promotional Association**

Exhibit F **List of the attached licensees, of which there will be a minimum of two (2), and list the following information:**

- **Liquor License number**
- **List of any past liquor violations**
- **Copy of any operational agreements**

Exhibit G **Insurance Certificate of General Liability and Liquor Liability naming the City as an additional insured in a minimum amount of one million dollars (\$1,000,000)**

Exhibit H **Documentation of how the application addresses the reasonable requirements of the neighborhood and the desires of the adult inhabitants as evidenced by petitions, written testimony or otherwise**

Promotional Association/ Common Consumption Area General Guidelines:

- The size of the Common Consumption Area shall not exceed the area approved as the Entertainment District within which the Common Consumption Area is located, but may be a smaller area within the Entertainment District at any time, provided that the new area is clearly delineated using physical barriers to close the area to motor vehicle traffic and to limit pedestrian access;
- Alcohol beverages sold or served within the Common Consumption Area shall be served in a container that is no larger than 16 ounces, is disposable and contains the name of the licensed vendor in at least 24 point font type;
- The Promotional Association or attached licensed premises shall employ only persons to serve alcohol beverages or provide security within the Common Consumption Area who have completed the server and seller training program established by the Director of the Liquor Enforcement Division of the Department of Revenue;
- Revisions and amendments to the original application for Common Consumption Area Designation shall be submitted to the City of Black Hawk Liquor Licensing Authority and approved using the same procedures under which this original request for certification was made;
- Application for attachment of a licensed establishment to an already certified Common Consumption Area shall include an authorization from the Certified Promotional Association; the name of the representative from the licensed establishment who would serve on the Board of Directors of the Promotional Association; an amended map depicting the licensed establishment being added, physical barriers, entrances, exits, currently attached licensed establishments, location of security personnel, and licensed establishments that are adjacent to but not attached to the Common Consumption Area; and an application fee;
- The City of Black Hawk Liquor Licensing Authority (the "Authority") shall consider the merits of the application for a Promotional Association or a Common Consumption Area. If approved, the terms and conditions of the approval remain in effect until the Authority approves a revised or amended application by the Promotional Association.
- The Authority may refuse to certify or may decertify a Promotional Association, if the Association: 1) Fails to submit the annual report as required by January 31st of each year; 2) Fails to establish that the licensed premises and Common Consumption Area can be operated without violating the State or Local Liquor Codes or creating a safety risk to the neighborhood; 3) Fails to have at least two licensed establishments attached to the Common Consumption Area; 4) Fails to obtain or maintain a properly endorsed general liability and liquor liability insurance policy that names the City as an additional insured; 5) Fails to demonstrate that the use is compatible with the reasonable requirements of the

neighborhood or the desires of the adult inhabitants; or 6) Is in violation of 12-47-909, Colorado Revised Statutes, as may be amended from time to time, related to Common Consumption Area operations; and

- Application for Recertification of a Promotional Association must be made by **January 31st** of each year

Please mark below which days and hours the Common Consumption Area will be open and operational:

The Promotional Association is seeking approval for the following days and hours, but may not operate at all times listed.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
January	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
February	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
March	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
April	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
May	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
June	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
July	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
August	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
September	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
October	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
November	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
December	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours

Any deviation from this schedule shall be reported to the City Clerk's Office at least fifteen (15) days prior to the proposed new date and time.

Certification of Applicant

I hereby certify that the information contained in this certification request and all attachments is true, correct, and complete to the best of my knowledge and that it is my responsibility and the responsibility of my agents/employees and Board of Directors to comply with all applicable Local and State laws, rules, and regulations as they relate to the serving, selling and distribution of alcohol beverages. I also declare that I have read and understand C.R.S. § 12-47-301(11) and Chapter 6, Article XVII of the Black Hawk Municipal Code pertaining to Entertainment Districts.



Authorized Signature

President, Front Range Entertainment District, LLC
Title

12/31/15
Date

Report and Approval of the Local Liquor Licensing Authority

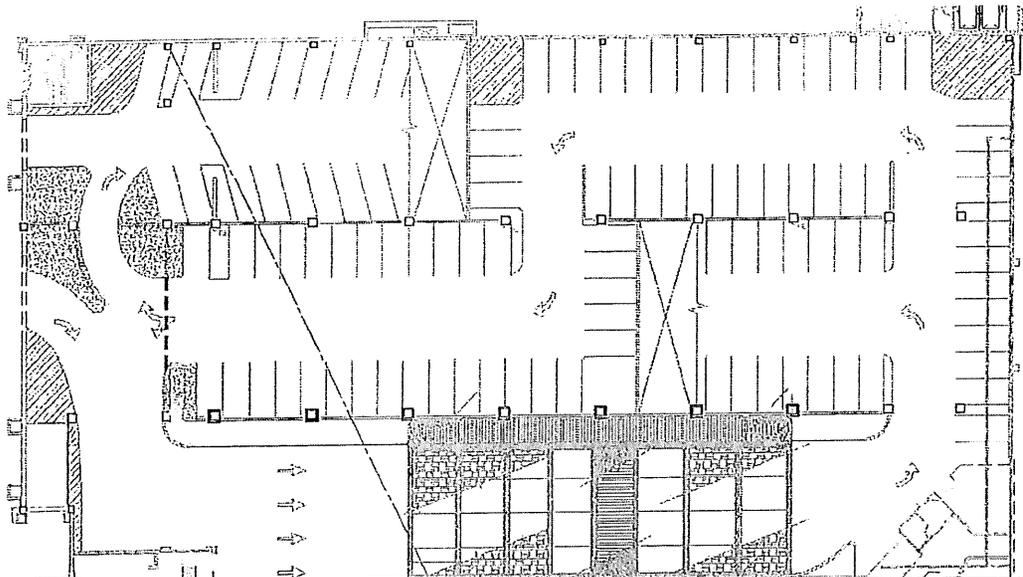
Chairman of Liquor Licensing Authority

City Clerk

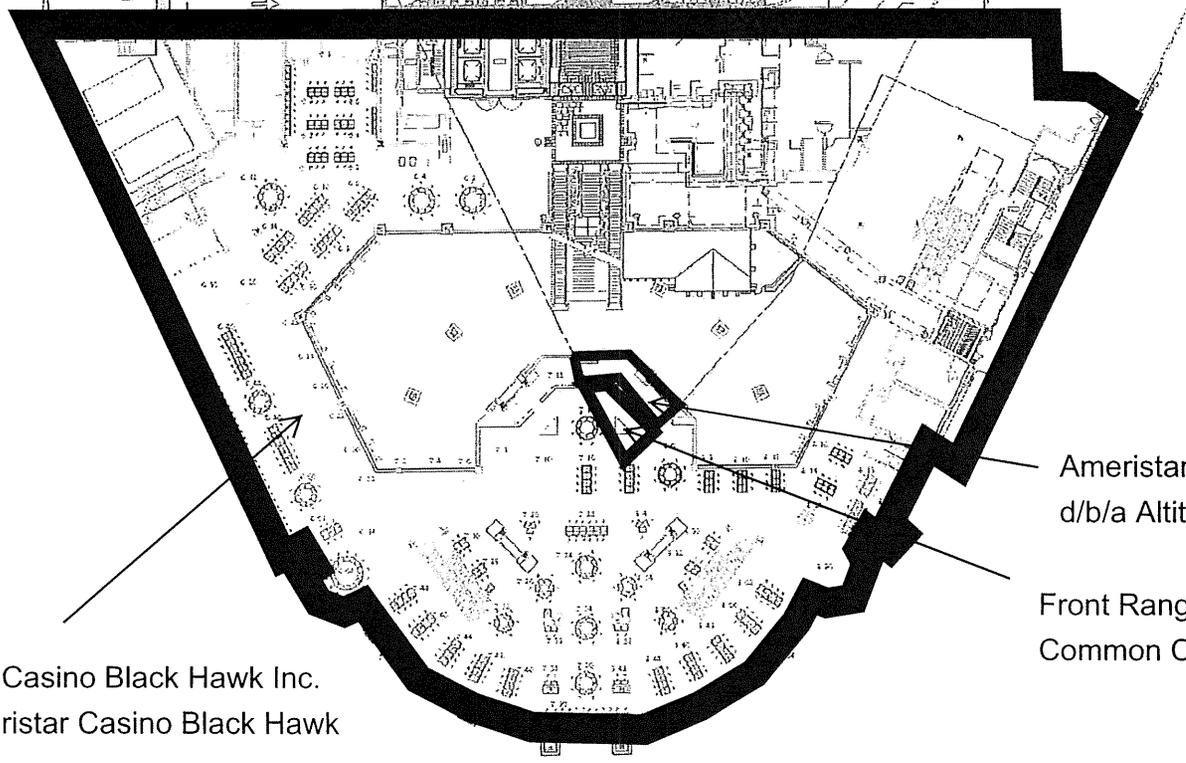
Date

Date

EXHIBIT A



Front Range Entertainment District, LLC
111 Richman St. Suite B
Black Hawk, CO 80422



Ameristar Lake Charles Holding, LLC
d/b/a Altitude Bar

Front Range Entertainment District, LLC
Common Consumption Area

Ameristar Casino Black Hawk Inc.
d/b/a Ameristar Casino Black Hawk

EXHIBIT B



Colorado Secretary of State
 Date and Time: 01/07/2016 03:15 PM
 ID Number: 20151771502
 Document number: 20161017792
 Amount Paid: \$25.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

ID number: 20151771502

1. Entity name: Front Range Entertainment District, LLC
(If changing the name of the limited liability company, indicate name before the name change)

2. New Entity name:
 (if applicable) _____

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

"bank" or "trust" or any derivative thereof
 "credit union" "savings and loan"
 "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the limited liability company's period of duration as amended is less than perpetual, state the date on which the period of duration expires:

(mm/dd/yyyy)

or

If the limited liability company's period of duration as amended is perpetual, mark this box:

6. *(Optional)* Delayed effective date: _____
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:
Overton Michele _____
(Last) *(First)* *(Middle)* *(Suffix)*

Dill Dill Carr Stonbraker&Hutchings

(Street name and number or Post Office Box information)

455 Sherman St, Ste 300

Denver

(City)

CO

(State)

80203

(Postal/Zip Code)

United States

(Country – if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

ARTICLES OF AMENDMENT

Front Range Entertainment District, LLC (Company), a Colorado limited liability company, by and through its attorneys, DILL DILL CARR STONBRAKER & HUTCHINGS, P.C., by Robert A. Dill, amends Article No. 5 of its Articles of Organization as follows:

“Management for Front Range Entertainment District, LLC is vested in one or more Managers rather than in Members.”

This Amendment is effective as of the date of the Company’s formation, namely, December 1, 2015.”

Respectfully submitted this 7th day of January 2016.

**DILL DILL CARR STONBRAKER
& HUTCHINGS, P.C.**



Robert A. Dill, #5725

455 Sherman Street, Ste 300

Denver, Colorado 80203

303-777-3737

*Attorney for Front Range Entertainment
District, LLC*

OPERATING AGREEMENT

FRONT RANGE ENTERTAINMENT DISTRICT, LLC
A COLORADO LIMITED LIABILITY COMPANY
*(A Promotional Association Formed Pursuant to 12-47-301 C.R.S. and Black
Hawk Ordinance No. §6-531 et seq)*

Dated: January 7, 2016
Effective: January 7, 2016

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OPERATING AGREEMENT

FRONT RANGE ENTERTAINMENT DISTRICT, LLC
A COLORADO LIMITED LIABILITY COMPANY

(A Promotional Association Formed Pursuant to 12-47-301 C.R.S. and Black Hawk Ordinance No. §6-531 et seq)

I. FORMATION OF COMPANY

- 1.1. Articles of Organization.
- 1.2. Conflict Between Articles of Organization and this Agreement.
- 1.3. Purpose.

II. CAPITAL CONTRIBUTIONS

- 2.1. Contributions.
- 2.2. Additional Capital Contributions.
- 2.3. Loans.

III. MEMBERS' ACCOUNTS; ALLOCATION OF PROFIT AND LOSS; DISTRIBUTIONS

- 3.1. Capital Accounts.
- 3.2. Income Accounts.
- 3.3. Allocations Among Members.
- 3.4. Disproportionate Capital Accounts.
- 3.5. Distribution of Assets.

IV. RULES RELATING TO THE MEMBERS AND MAJOR DECISIONS OF THE COMPANY

- 4.1. Admission of New Members.
- 4.2. Voting of Members.
- 4.3. Meetings of Members.
- 4.4. Quorum and Adjournment.

V. RULES RELATING TO MANAGERS

- 5.1. General Powers.
- 5.2. Qualifications of Managers.
- 5.3. Number, Election, and Term.
- 5.4. Meeting and Voting.
- 5.5. Duties of Managers.
- 5.6. Devotion to Duty.
- 5.7. Indemnification.

VI. BOOKS

- 6.1. Location of Records.
- 6.2. Access to Records and Accounting.
- 6.3. Accounting Rules.

VII. DISSOLUTION

- 7.1. Causes of Dissolution.
- 7.2. Continuation of Business.
- 7.3. Events Relating to Members.

VIII. EXPULSION OF A MEMBER

- 8.1. Purchase of Withdrawn or Expelled Member's Membership Interest.
- 8.2. Distribution of Assets if Business Is Not Continued.
- 8.3. Causes of Expulsion.
- 8.4. Notice of Expulsion.

IX. BANKRUPTCY OF A MEMBER

- 9.1. Bankruptcy Defined.
- 9.2. Effective Date for Bankruptcy.

X. RETIREMENT OR RESIGNATION OF A MEMBER

- 10.1. Right to Retire or Resign.
- 10.2. Consequences of Retirement or Resignation if the Business is Continued.
- 10.3. Consequences of Retirement or Resignation if the Business is Not Continued.

XI. DEATH OF A MEMBER

- 11.1. Death of a Member.
- 11.2. Consequences of Death if the Business is Continued.
- 11.3. Insurance.
- 11.4. Consequences of Death if the Business is Not Continued.

XII. SALE OF A MEMBER'S INTEREST

- 12.1. Provisions Restricting Sale of Membership Interest.

XIII. MEMBERS' COVENANTS

- 13.1. Member's Personal Debts.
- 13.2. Alienation of Membership Interest.

XIV. ARBITRATION

- 14.1. Arbitration.

XV. MISCELLANEOUS PROVISIONS

- 15.1. Inurement.
- 15.2. Modification.
- 15.3. Severability.
- 15.4. Governing Law.
- 15.5. Counterparts.

OPERATING AGREEMENT

**FRONT RANGE ENTERTAINMENT DISTRICT, LLC,
A COLORADO LIMITED LIABILITY COMPANY
(A Promotional Association Formed Pursuant to 12-47-301 C.R.S. and Black
Hawk Ordinance No. §6-531 et seq)**

THIS AGREEMENT is made and entered into this 7th day of January, 2016, by and between **FRONT RANGE ENTERTAINMENT DISTRICT, LLC**, a Colorado limited liability company (the "Company") and those persons listed in Article II below, hereinafter referred to as "Members."

WITNESSETH:

IT IS AGREED, in consideration of the promises, covenants, performance and mutual consideration herein as follows:

I.

FORMATION OF COMPANY

1.1. Articles of Organization. This Company is organized pursuant to the provisions of the Limited liability company Laws of the State of Colorado and pursuant to Articles of Organization filed with the Secretary of State on December 1, 2015. The rights and obligations of the Company and the Members shall be provided in the Articles of Organization and this Operating Agreement.

1.2. Conflict Between Articles of Organization And This Agreement. If there is any conflict between the provisions of the Articles of Organization and this Operating Agreement, the terms of this Operating Agreement shall control.

1.3. Purpose. The Purpose of this Promotional Association is to promote entertainment activities in a Common Consumption Area in the City of Black Hawk and within the Entertainment District as defined by the City of Black Hawk in §6-531. The Promotional Association will provide, in addition to articles of organization and an operating agreement identifying the Members of the Promotional Association, the following information: a) A detailed map of the proposed Common Consumption Area including the size of the Common Consumption Area as defined by §6-535 of the Ordinances of the City of Black Hawk; b) A Security Plan identifying the location of various security personnel; c) The dates and hours of operation of the Common Consumption Area; d) Documentation showing possession of the area to be used for common consumption by the Promotional Association; e) A list of attached liquor licensees forming the Promotional Association;

f) Proof of general and liquor liability insurance, naming the City of Black Hawk as an additional insured; and g) Documentation concerning the reasonable requirements of the neighborhood and desires of the inhabitants for the Promotional Association Common Consumption Area. The Promotional Association will operate the Premises known as Common Consumption Areas in conformance with Ordinance §6-538 of the Black Hawk City Code.

II.

CAPITAL CONTRIBUTIONS

2.1. Contributions. The capital contributions to be made by the Members and with which the Company shall begin business, and the membership certificates to be issued are as follows:

<u>MEMBER NAME</u>	<u>CONTRIBUTION</u>	<u>UNIT OR PERCENTAGE</u>
Ameristar Casino Black Hawk, Inc.	\$50.00	50%
Ameristar Lake Charles Holdings, LLC	\$50.00	50%

2.2. Additional Capital Contributions. In the event that the cash funds of the Company are insufficient to meet its operating expenses or to finance new investments deemed appropriate to the scope and purpose of the Company as determined by the Manager, the Members may make additional capital contributions, in the proportion of their capital contributions. The amount of the additional capital required by the Company and the period during which such additional capital shall be retained by the Company shall be determined by the Manager.

2.3. Loans. In lieu of voting an additional assessment of capital to meet operating expenses or to finance new investments, the Company may, as determined by the Manager, borrow money from one or any of the Managers, Members, or third persons. In the event that a loan agreement is negotiated with a Manager or Member, he or she shall be entitled to receive interest at a rate and upon such terms to be determined by the Manager, including the Manager making said loan, if applicable, and said loan shall be repaid to the Manager or Member, with all accrued interest, if any, as soon as the affairs of the Company will permit. The loan shall be evidenced by a promissory note of the Company. Such interest and repayment of the amounts so loaned are to be entitled to priority of payment over the division and distribution of capital contributions and profit among Members.

III.

MEMBERS' ACCOUNTS; ALLOCATION OF PROFIT AND LOSS; DISTRIBUTIONS

3.1. Capital Accounts. A separate capital account shall be maintained for each Member. The capital accounts of each Member shall initially reflect the amounts specified in Section 2.1., and, if a Member has merely promised to contribute the amount specified in Section 2.1., the Company shall maintain a corresponding subscription receivable on behalf of that Member. No Member shall withdraw any part of his or her capital account, except upon the approval of all of the Members. If the capital account of a Member becomes impaired, or if he or she withdraws said capital account with approval of all of the Members, his or her share of subsequent Company profits shall be credited first to his or her capital account until that account has been restored, before such profits are credited to his or her income account. If, during the period when a Member's capital account is impaired or he or she has withdrawn funds therefrom as hereinbefore provided, an additional contribution is required of the Members for the purposes specified in Section 2.2., then the Member with such withdrawn or impaired capital account shall be required to contribute his or her proportionate share of the additional capital contribution and the deficiency then existing in his or her capital account, so as to return the capital account to the same proportion existing as of the date of the additional contribution. No interest shall be paid on any capital contributions to the Company.

3.2. Income Accounts. A separate income account shall be maintained for each Member. Company profits, losses, gains, deductions, and credits shall be charged or credited to the separate income accounts annually unless a Member has no credit balance in his or her income account, in which event losses shall be charged to his or her capital account, except as provided in Section 3.1. The profits, losses, gains, deductions, and credits of the Company shall be distributed or charged to the Members as provided in Section 3.3. No interest shall be paid on any credit balance in an income account.

3.3. Allocations Among Members. The profits and gains of the Company shall be divided and the losses, deductions, and credits of the Company shall be borne in the following proportions:

<u>MEMBER</u>	<u>PROFIT AND LOSS PERCENTAGE</u>
Ameristar Casino Black Hawk, Inc.	50%
Ameristar Lake Charles Holdings, LLC	50%

3.4. Disproportionate Capital Accounts. No interest or allocation profits, losses, gains, deductions, or credits shall inure to any Member by reason of his or her capital account being proportionately in excess of the capital accounts of the other Members.

3.5. Distribution of Assets.

A. All distributions of assets of the Company, including cash, shall be made in the same allocations among Members as described in Section 3.3.

B. The Manager shall determine, in his discretion, whether distributions of assets of the Company should be made to the Members; provided, however, that no distribution of assets may be made to a Member if, after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members on account of their capital and income accounts, would exceed the fair value of the Company assets.

C. A Member has no right to demand or receive any distribution from the Company in any form other than cash.

IV.

RULES RELATING TO THE MEMBERS

4.1. Admission Of New Members. Additional Members may be admitted only upon the unanimous written consent of all Members.

4.2. Voting Of Members. Members shall have the number of votes based on their relative ownership in the Company. By way of illustration, if a Member owns 33% of the outstanding membership interest, he shall be entitled to 33% of the votes on any issue. A Member may vote in person or by proxy at any meeting of Members. All decisions of the Members shall be made by a majority vote of the Members at a properly called meeting of the Members at which a quorum is present, or by unanimous written consent of the Members.

4.3. Meetings Of Members.

A. Meetings of Members may be held at such time and place, either within or without the State of Colorado, as may be determined by the Manager or the person or persons calling the meeting.

B. An annual meeting of the Members shall be held at such time and place as shall be determined by a resolution of the Managers during each fiscal year of the Company.

C. A special meeting of the Members may be called by the Managers and by at least one-third (1/3) of all the Members entitled to vote at the meeting.

D. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or any other person calling the meeting, to each Member of record entitled to vote at such meeting. A waiver of notice in writing, signed by the Member before, at, or after the time of the meeting stated in the notice shall be equivalent to the giving of such notice.

E. By attending a meeting, a Member waives objection to the lack of notice or defective notice unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting. A Member who attends a meeting also waives objection to consideration at such meeting of a particular matter not within the purpose described in the notice unless the Member objects to considering the matter when it is presented.

F. Members or Managers may appoint officers with such titles as the officers determine.

4.4. Quorum And Adjournment. A majority of the Members entitled to vote shall constitute a quorum at a meeting of Members. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment; provided, however, that if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

V.

RULES RELATING TO MANAGERS

5.1. General Powers. Management and the conduct of the business of the Company shall be vested in the Manager. The Manager may adopt resolutions to govern his activities and the manner in which they shall perform his duties to the Company.

5.2. Qualifications of Managers. Managers shall be natural persons twenty-one (21) years of age or older.

5.3. Number, Election, And Term.

A. The number of Managers shall be one (1). The number of Managers shall be increased or decreased by the vote or consent of the Members.

B. The initial Manager shall hold office until the first annual meeting of Members or until his successors have been elected and qualified. Thereafter, each Manager elected by the Members shall hold office for a one (1) year term or until his or her successor has been elected and qualified.

C. Manager shall be elected by a vote or consent of the Members at an annual meeting or at a special meeting called for that purpose.

5.4. Meetings And Voting.

A. Meetings of the Manager may be held at such time and place as the Managers by resolution shall determine.

B. Written notice of meetings of the Manager shall be delivered at least twenty-four (24) hours before the meeting personally, by telecopier, or by mail actually delivered to the Manager within the twenty-four (24) hour period. A waiver of notice in writing, signed by the Manager before, at, or after the time of the meeting stated in the notice, shall be equivalent to the giving of such notice.

C. By attending a meeting, a Manager waives objection to the lack of notice or defective notice unless, at the beginning of the meeting, the Manager objects to the holding of the meeting or the transacting of business at the meeting.

D. Members or Managers may appoint officers with such titles as the officers determine.

5.5. Duties of Manager.

A. The Manager shall have the duties and responsibilities as described in the Colorado Limited Liability Company Act, as amended from time to time.

B. The Manager shall execute any instruments or documents providing for the acquisition, mortgage, or disposition of the property of the Company.

C. Any debt contracted for or liability incurred by the Company shall be authorized only by a resolution or consent of the Members, and any instruments or documents, required to be executed by the Company shall be signed by the Manager as designated by resolution of the Members.

D. The Manager may delegate an employee or agent to be responsible for the daily and continuing operations of the business affairs of the Company. All decisions affecting the policy and management of the Company, including the control, employment, compensation, and discharge of employees; the employment of contractors and subcontractors; and the control and operation of the premises and property, including the improvement, rental, lease, maintenance, and all other matters pertaining to the operation of the property of the business shall be made by the Manager.

E. Any Manager may draw checks upon the bank accounts of the Company and may make, deliver, accept, or endorse any commercial paper in connection with the business affairs of the Company.

5.6. Devotion To Duty. At all times during the term of a Manager, the Manager shall give reasonable time, attention, and attendance to, and use reasonable efforts in the business of the said Company; and shall, with reasonable skill and power, exert himself or herself for the joint interest, benefit, and advantage of said Company; and shall truly and diligently pursue the Company objectives.

5.7. Indemnification. Managers, employees, and agents of the Company shall be entitled to be indemnified by the Company to the extent provided in the Colorado Limited Liability Company Act, as amended from time to time, and shall be entitled to the advance of expenses, including attorneys' fees, in the defense or prosecution of a claim against him or her in the capacity of Manager, employee, or agent.

VI.

BOOKS

6.1. Location Of Records. The books of the Company shall be maintained at the principal office of the Company or at such other place as the Managers by vote or consent shall designate.

6.2. Access To Records And Accounting. Each Member shall at all times have access to the books and records of the Company for inspection and copying. Each Member shall also be entitled:

A. To obtain from the Managers upon reasonable demand for any purpose such information reasonably related to any Member's membership interest in the Company;

B. To have true and full information regarding the state of the business and financial condition and any other information regarding the affairs of the Company;

C. To have a copy of the Company's federal, state, and local income tax returns for each year promptly after they are available to the Company; and

D. To have a formal accounting of the Company's affairs whenever circumstances render an accounting just and reasonable.

6.3. Accounting Rules. The books shall be maintained on a cash basis. The fiscal year of the Company shall be the calendar year. Distributions to income accounts shall be made annually. The books shall be closed and balanced at the end of each calendar year and, if an audit is determined to be necessary by vote or consent of the Managers, it shall be made as of the closing date. The Managers may authorize the preparation of year-end profit-and-loss statements, balance sheet, and tax returns by a public accountant.

VII.

DISSOLUTION

7.1. Causes Of Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

A. At any time by unanimous agreement of the Members; or

B. Upon the occurrence of events or time specified for dissolution in the Articles of Organization, if any.

7.2. Continuation Of Business. Notwithstanding a dissolution of the Company under Section 7.1., the Members may elect to continue the business of the Company, so long as there are at least two (2) Members remaining who then consent to do so, by purchasing the Member's ("Withdrawn Member") membership interest, who will not continue in business.

7.3 Events Relating to Members. The withdrawal, death, expulsion, bankruptcy, retirement or resignation of a Member shall not cause a dissolution of the Company, and notwithstanding any such event, the remaining Members may purchase the deceased, retired, resigned, expelled or bankrupt Members' membership interest pursuant to the terms of this Agreement.

VIII.

WITHDRAWAL OR EXPULSION OF A MEMBER

8.1. Purchase Of Withdrawn or Expelled Member's membership interest.

A. The purchase price of the Withdrawn Member's membership interest shall be equal to the Withdrawn Member's capital account as of the Effective Date as otherwise defined herein, plus his or her income account as of the end of the prior fiscal year, decreased by his or her share of the Company losses, deductions, and credits computed to the Effective Date, and decreased by withdrawals such as would have been charged to his or her income account during the present year to the Effective Date. The purchase price is subject to setoff for any damages incurred as the result of the Withdrawn Member's actions.

B. The purchase price determined under Article VIII shall be paid to the Withdrawn Member by a down payment of twenty percent (20%) of the price, the remaining eighty (80%) to be amortized over four (4) years at ten percent (10%) simple interest, with equal quarterly payments throughout the term thereof.

8.2. Distribution Of Assets If Business Is Not Continued. In the event of dissolution of the Company and if the Members do not elect to or are unable to continue the business of the Company, the Managers shall proceed with reasonable promptness to sell the real and personal property owned by the Company and to liquidate the business of the Company. Upon dissolution, the assets of the Company business shall be used and distributed in the following order:

A. Any liabilities and liquidating expenses of the Company will first be paid, including loans from Members;

B. The reasonable compensation and expenses of the Managers in liquidation shall be paid; and

C. The amount then remaining shall be paid to and divided among the Members in accordance with the statutory scheme for distribution and liquidation of the Company under the Colorado Limited Liability Company Act, as amended from time to time.

8.3. Causes Of Expulsion. A Member shall be expelled from the Company upon the occurrence of any of the following events:

A. If a Member shall violate any of the provisions of this Agreement; or

B. If a Member's membership interest shall be subject to a charging order or tax lien, which is not dismissed or resolved to the satisfaction of the Manager of the Company within (30) days after assessment or attachment

8.4. Notice Of Expulsion. Upon the occurrence of an event described above, written notice of expulsion shall be given to the violating Member either by serving the same by personal delivery or by mailing the same by certified mail to his or her last known place of residence, as shown on the books of said Company. Upon the receipt of personal notice, or the date of the postmark for certified mail, the violating Member shall be considered expelled, and shall have no further rights as a Member of the Company, except to receive the amounts to which he or she is entitled as otherwise set forth herein.

IX.

BANKRUPTCY OF A MEMBER

9.1. Bankruptcy Defined. A Member shall be considered bankrupt if the Member files a petition in bankruptcy (or an involuntary petition in bankruptcy is filed against the Member and the petition is not dismissed within ninety [90] days) or makes an assignment for the benefit of creditors or otherwise takes any proceeding or enters into any agreement for compounding his or her debts other than by the payment of them in full amount thereof, or is otherwise regarded as insolvent under any Colorado insolvency act.

9.2. Effective Date For Bankruptcy. The Effective Date of a Member's bankruptcy shall be the date that a Manager, having learned of the Member's bankruptcy, gives notice in writing stating that the Member is regarded as bankrupt under this Agreement, such notice to be served personally or by leaving the same at the place of business of the Company. As of the Effective Date, the bankrupt Member shall be subject to expulsion as set forth herein above.

X.

RETIREMENT OR RESIGNATION OF A MEMBER

10.1. Right To Retire Or Resign. A Member shall have the right, at any time, to retire or resign as a Member of the Company by giving three (3) month's written notice to the Company at the Company's place of business.

10.2. Consequences Of Retirement Or Resignation If The Business Is Continued. Upon giving notice of any intention to retire or resign, the Withdrawn Member shall be entitled to have his or her membership interest purchased as provided in Article VIII. if the remaining Members elect to continue the business of the Company under Article VIII. Upon the receipt of notice of the remaining Members' election to continue the business, the membership interest of the Withdrawn Member in the Company shall cease and terminate, and the Withdrawn Member shall only be entitled to the payments provided in Section 8.1., but only to the extent the Company has such funds available.

10.3. Consequences Of Retirement Or Resignation If The Business Is Not Continued. If the remaining Members elect not to continue the business upon retirement or resignation of a Member, or are unable to do so by law, the Withdrawn Member shall only be entitled to his or her interest in liquidation, as stated in this Agreement, subject to any setoff for damages caused by the Member's retirement or resignation.

XI.

DEATH OF A MEMBER

11.1. Death of A Member. Upon the death of a Member, the deceased Member's rights as Member of the Company shall cease and terminate except as provided in this Article XI.

11.2. Consequences of Death if Business is Continued. If the surviving Members elect to continue the business, the Manager shall serve notice in writing of such election, within three (3) months after the death of the deceased Member, upon the executor or administrator of the deceased Member, or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the deceased Member at the last known address of such heir. The Company shall purchase the membership interest of the deceased Member as provided in Article VIII, and the closing of such purchase shall be within thirty (30) days of the notice of such election, except in the event the Company has life insurance on the deceased Member, in which event the amount and method of payment for the membership interest of the deceased Member will be as provided in Section 11.3.

11.3. Insurance. The Company may contract for life insurance on the lives of each of the Members, in any amount not disproportionate to the value of each Member's

membership interest. In the event of death of a Member, insurance proceeds paid to the Company will be used to purchase the membership interest of the deceased Member. The purchase price shall be the greater of the amount determined under Article VIII or the amount of insurance proceeds received by the Company. The payment of the purchase price to the decedent's representatives or heirs shall be made within thirty (30) days following receipt of the insurance proceeds by the Company. If the surviving Members do not elect to continue the business of the Company, or are unable to do so by law, the proceeds of any life insurance shall be treated as an asset of the Company for liquidation.

11.4. Consequences Of Death If The Business Is Not Continued. If the surviving Members do not elect to continue the business, or are unable to do so by law, the deceased Member shall only be entitled to his or her interest in liquidation as stated in hereinabove.

XII.

SALE OF A MEMBER'S INTEREST

12.1. Provisions Restricting Sale of Membership Interests. In the event that a Member desires to sell, assign, or otherwise transfer his or her membership interest in the Company and has obtained a bona fide offer for the sale thereof made by some person not a member of this Company, he or she shall first offer to sell, assign, or otherwise transfer the membership interest to the other Members at the price and on the same terms as previously offered him or her, and each of the other Members shall have the right to purchase his or her proportionate share of the selling Member's membership interest. If any Member does not desire to purchase the membership interest on such terms or at such price and the entire membership interest is not purchased by the other Members, any other Member may purchase all or any part of the membership interest, and the selling Member may only then sell, assign, or otherwise transfer his or her entire membership interest in the Company to the person making the said offer at the price offered. The intent of this provision is to require that the entire membership interest of a Member to be held by original Members, to the extent possible. A purchaser of a membership interest of the Company shall not become a Member without the unanimous consent of the non-selling Members, but shall be entitled only to receive the share of profits, gains, losses, deductions, credits, and distributions to which the Selling Member would be entitled. In this event, the purchaser of the membership interest shall not be entitled to participate in voting or any other management function reserved to the Members of the Company.

XIII.

MEMBERS' COVENANTS

13.1. Member's Personal Debts. In order to protect the property and assets of the Company from any claim against any Member for personal debts owed by such Member, each Member shall promptly pay all debts owing by him or her and shall indemnify the Company from any claim that might be made to the detriment of the Company by any personal creditor of such Member.

13.2. Alienation Of Membership Interest. No Member shall, except as provided in Article XII, sell, assign, mortgage, or otherwise encumber his or her membership interest in the Company or in its capital assets or property; or enter into any agreement of any kind that will result in any person, firm, or other organization becoming interested with him or her in the Company; or do any act detrimental to the best interests of the Company.

XIV.

ARBITRATION

14.1. Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association. Judgment upon the award rendered by said arbitration may be entered in any court having jurisdiction thereof. Costs of arbitration, including attorneys' fees, shall be paid by the loser. If one Member notifies the other Member in writing of a dispute, claim, or controversy and requests that the same be arbitrated, no legal action may then be commenced thereon, except to obtain judgment on the arbitration award.

XV.

MISCELLANEOUS PROVISIONS

15.1. Inurement. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns, and each person entering into this Agreement acknowledges that this Agreement constitutes the sole and complete representation made to him or her regarding the Company, its purpose and business, and that no oral or written representations or warranties of any kind or nature have been made regarding the proposed investments, nor any promises, guarantees, or representations regarding income or profit to be derived from any future investment.

15.2. Modification. This Agreement may be modified from time to time as necessary only by the written agreement of the Company, acting through the unanimous vote or consent of its Managers, and the Members.

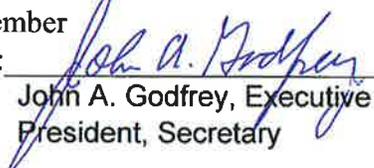
15.3. Severability. The provisions of this Agreement are severable and separate, and if one or more is voidable or void by statute or rule of law, the remaining provisions shall be severed therefrom and shall remain in full force and effect.

15.4. Governing Law. This Agreement and its terms are to be construed according to the laws of the State of Colorado.

15.5. Counterparts. This Agreement may be executed in counterparts and each such counterpart shall be deemed an original of the Agreement for all purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day first written above.

MEMBERS:

Ameristar Casino Black Hawk, Inc.,
Member
By: 
John A. Godfrey, Executive Vice
President, Secretary

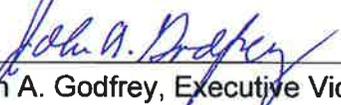
Ameristar Lake Charles Holdings, LLC,
Member
By: 
John A. Godfrey, Executive Vice
President, Secretary and General
Counsel of Pinnacle Entertainment,
Inc., sole Member of Ameristar Lake
Charles Holdings, LLC

EXHIBIT C

Front Range Entertainment District, LLC
List of Directors

Sean Demeule: Director, President, Secretary, Treasurer

Keith Henson: Director

EXHIBIT D

Front Range Entertainment District, LLC Common Consumption Security Measures

The following security plan will be implemented within the Common Consumption Area:

- The security plan will be governed by the terms of the Promotional Association Operations Agreement,
- The Common Consumption Area will be monitored by Ameristar's employees and staff as well as Ameristar's and Altitude's surveillance to ensure compliance with all applicable laws, rules and regulations.
- All staff and employees of Ameristar and Altitude who provide alcohol service for use in the Common Consumption Area will be required to obtain TiPS® certification and timely maintain all necessary renewals and re-certifications as required.
- All alcohol to be consumed within the Common Consumption Area will be poured in disposable containers with the appropriate logo of the respective Attached Business.
- Ameristar will position employees and staff at the main entrances to ensure compliance with all applicable liquor laws, rules and regulations.
- Patrolling of the Common Consumption Area by Ameristar's employees and staff will occur to ensure compliance with policies, procedures and applicable liquor laws, rules and regulations.

EXHIBIT E

LEASE

THIS LEASE, dated December 30, 2015, is between Ameristar Black Hawk Casino, Inc,

the Landlord, and Front Range Entertainment District, LLC the Tenant.

The Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Tenant, does hereby lease to the Tenant, the premises situate in the City of Black Hawk * County of Gilpin, State of Colorado, described as follows:

111 Richman St., Suite B, Black Hawk, CO 80422

Property Address

Said premises, with the appurtenances, are to be leased to the Tenant from January 1st, 2016,

Date

until January 1st, 2021, at and for a rental of \$ \$600, payable in monthly

Date

installments of \$ \$10, in advance, on or before the 1st day of each and every month during the term of this lease at the office of the Landlord or as the Landlord may direct in writing. The Tenant further covenants with the Landlord that Tenant has received said premises in good order and condition, and at the expiration of the term of this lease will yield up said premises to the Landlord in as good order and condition as when the same were entered upon by the Tenant, loss by fire, inevitable accident and ordinary wear excepted, and will keep said premises in good repair during said term at Tenant's own expense.

IT IS FURTHER AGREED by the Tenant that no part of the premises will be sublet, nor will this lease be assigned, without the written consent of the Landlord being first obtained. Tenant will not use nor permit the premises to be used for any purposes prohibited by the laws of the United States or of the State of Colorado or the ordinances of the city or town in which the premises is located.

IT IS MUTUALLY AGREED that if, after the expiration of this lease, the Tenant shall remain in possession of said premises and continue to pay rent without a written agreement as to such possession, then the Tenant shall be regarded as a tenant from month to month at a monthly rental payable in advance equivalent to the last month's rent hereunder, and subject to all the terms and provisions of this lease.

IT IS FURTHER MUTUALLY AGREED that in case said premises are left vacant and any part of the rent herein reserved be unpaid, then the Landlord may, without in any wise being obligated to do so and without terminating this lease, re-take possession of said premises and rent the same for such rent and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

IT IS AGREED that if the Tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein contained to be performed by the Tenant, which default shall be uncorrected for a period of three (3) days after Landlord has given written notice pursuant to applicable law, Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the term of the lease ended; (b) terminate the Tenant's right to possession of the premises and reenter and repossess the premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all available remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law [13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.] which is incorporated by this reference, in the event repeated or substantial default(s) under the lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above listed remedies.

*Insert "City and" where applicable



LANDLORD'S ASSIGNMENT

In consideration of One Dollar, in hand paid, I hereby assign to _____
my interest in the within lease, and the rent therein reserved.

Dated: _____

EXHIBIT F

Front Range Entertainment District, LLC
Attached Licenses

Licensee Name	Doing Business As	License Number	Address	List of any Past Violations
Ameristar Casino Black Hawk Inc.	Ameristar Casino Black Hawk	41927840001	111 Richman St. Black Hawk, CO 80422	None
Ameristar Lake Charles Holdings, Inc.	Altitude Bar	Pending	111 Richman St. Suite A Black Hawk, CO 80422	None

EXHIBIT G

EXHIBIT H

Front Range Entertainment District Compatibility With The Reasonable Requirements and Desires of Adult Inhabitants

As a cornerstone of entertainment within the City of Black Hawk, Ameristar Casino (“Ameristar”) is a destination casino and ideal for twenty-four (24) hour alcohol sale and service. With current alcohol sale and service ending at 2:00a.m, Ameristar often experiences a significant decrease in gaming at this time. Extending the hours of alcohol sale and service to mirror the other amenities offered at the casino would be convenient for our guests. It is expected that our gaming revenues will increase in correlation with the extended sale and service of alcohol.

Additionally, the entertainment and hospitality industries within the City of Black Hawk and Central City employ a significant number of people who commonly work late night shifts. These employees often do not have an option to enjoy entertainment with the sale and service of alcohol at the end of their shifts. Extending the hours of alcohol sale and service would satisfy a need and desire by these employees.

The Horseshoe-Gilpin Promotional Association began twenty-four (24) hour sale and service of alcohol on July 4, 2015. Observations of the Gilpin and Canyon casinos during these periods of extended alcohol sale and service reveal that the extended service was needed and desired by the guests and patrons, as well as the Common Consumption Area. The same conclusions will apply to Ameristar and its elated Common Consumption Area.

There also exists serious safety concerns to casino patrons. Under current hours of operation a large number of guests will leave the casino on or about the time period surrounding last call. This causes traffic issues both in the casino’s parking structure, and also on the surrounding streets. Going to 24 hour liquor service, the safety concerns associated with last call will be eliminated.

Moreover, we will offer petitions in support of the reasonable requirements of the neighborhood and desires of the adult inhabitants for presentation at the hearing.

**LOCAL LIQUOR
LICENSING AUTHORITY
CONSIDERATION OF THE
RECERTIFICATION OF A
PROMOTIONAL
ASSOCIATION FOR AG
BLACK HAWK
PROMOTIONAL
ASSOCIATION I**

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Local Liquor Authority Consideration of the 2016 Recertification of a Promotional Association for AG Black Hawk Promotional Association I.

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

MOTION TO APPROVE the 2016 Recertification of a Promotional Association for AG Black Hawk Promotional Association I.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Section 6-536 of the Black Hawk Municipal Code requires certified promotional associations to apply for recertification by January 31 of each year.

The Promotional Association/Common Consumption Area for AG Black Hawk Promotional Association I was certified by the local licensing authority on August 12, 2015. The 2016 Recertification Application packet was received in the City Clerk's Office on January 20, 2016.

AGENDA DATE: January 27, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

DOCUMENTS ATTACHED: 2016 Recertification Application Packet for AG Black Hawk Promotional Association I.

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:



Melissa Greiner, City Clerk

REVIEWED BY:



Jack D. Lewis, City Manager



BLACK HAWK®

CITY OF BLACK HAWK
Po Box 68
201 Selak Street
Black Hawk, CO 80422
(303)582-2221

RECEIVED

JAN 20 2016

City of Black Hawk
Clerk's Office

Date Submitted 1/19/16

New Renewal (Submit only: fee, updated COI, *Annual Report, any changes, and sign)

*Annual Report to include detailed map of the boundaries of the common consumption area, the common consumption area's hours of operation, a list of attached licensed premises, a list of the directors and officers of the promotional association, security arrangements within the common consumption area, and any violations committed by an attached licensed premise.

PROMOTIONAL ASSOCIATION/Common Consumption Area Certification Request

Promotional Association Name (exactly as it appears on incorporation documentation): AG Black Hawk Promotional Association 1	
Description of Common Consumption Area Boundaries: (attach map) pedestrian footbridge between 300 Main St (Mardi Gras) and 261 Main St (Golden Gates) Black Hawk, CO 80422	
Mailing Address of Promotional Association: 300 Main St, PO Box 47, Black Hawk, CO 80422	
President of the Promotional Association: Joseph DeRosa	
Phone Number: 303-582-2600 ext 3001	E-mail Address: jderosa@affinitygaming.com

The following must accompany this Promotional Association/Common Consumption Area Certification Request:

- \$100 for Initial Application Fee and Renewal
- \$100 for attachment of a Licensed Premises by a Certified Promotional Association
- Copy of the Articles of Incorporation and Bylaws
- List of all Directors and Officers of the Promotional Association
- Written Security Plan
 - A security plan, including evidence of training (including, but not limited to, TIPS certification) and approval of personnel, a detailed description of security arrangements and the approximate location of security personnel within the Common Consumption Area during operating hours.
- Map drawn to scale
 - A detailed map of the proposed Common Consumption Area, including location of physical barriers, entrances and exits, location of attached licensed premises and identification of licensed premises that are adjacent but not to be attached to the Common Consumption Area.
- List of dates and hours of operation of the Common Consumption Area

_____ **Documentation showing possession of the Common Consumption Area by the Promotional Association**

_____ **List of the attached licensees, of which there will be a minimum of two (2), and list the following information:**

- **Liquor License number**
- **List of any past liquor violations**
- **Copy of any operational agreements**

_____ **Insurance Certificate of General Liability and Liquor Liability naming the City as an additional insured in a minimum amount of one million dollars (\$1,000,000)**

_____ **Documentation of how the application addresses the reasonable requirements of the neighborhood and the desires of the adult inhabitants as evidenced by petitions, written testimony or otherwise**

Promotional Association/ Common Consumption Area General Guidelines:

- The size of the Common Consumption Area shall not exceed the area approved as the Entertainment District within which the Common Consumption Area is located, but may be a smaller area within the Entertainment District at any time, provided that the new area is clearly delineated using physical barriers to close the area to motor vehicle traffic and to limit pedestrian access;
- Alcohol beverages sold or served within the Common Consumption Area shall be served in a container that is no larger than 16 ounces, is disposable and contains the name of the licensed vendor in at least 24 point font type;
- The Promotional Association or attached licensed premises shall employ only persons to serve alcohol beverages or provide security within the Common Consumption Area who have completed the server and seller training program established by the Director of the Liquor Enforcement Division of the Department of Revenue;
- Revisions and amendments to the original application for Common Consumption Area Designation shall be submitted to the City of Black Hawk Liquor Licensing Authority and approved using the same procedures under which this original request for certification was made;
- Application for attachment of a licensed establishment to an already certified Common Consumption Area shall include an authorization from the Certified Promotional Association; the name of the representative from the licensed establishment who would serve on the Board of Directors of the Promotional Association; an amended map depicting the licensed establishment being added, physical barriers, entrances, exits, currently attached licensed establishments, location of security personnel, and licensed establishments that are adjacent to but not attached to the Common Consumption Area; and an application fee;
- The City of Black Hawk Liquor Licensing Authority (the "Authority") shall consider the merits of the application for a Promotional Association or a Common Consumption Area. If approved, the terms and conditions of the approval remain in effect until the Authority approves a revised or amended application by the Promotional Association.
- The Authority may refuse to certify or may decertify a Promotional Association, if the Association: 1) Fails to submit the annual report as required by January 31st of each year; 2) Fails to establish that the licensed premises and Common Consumption Area can be operated without violating the State or Local Liquor Codes or creating a safety risk to the neighborhood; 3) Fails to have at least two licensed establishments attached to the Common Consumption Area; 4) Fails to obtain or maintain a properly endorsed general liability and liquor liability insurance policy that names the City as an additional insured; 5)

Please mark below which days and hours the Common Consumption Area will be open and operational:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
January	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
February	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
March	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
April	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
May	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
June	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
July	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
August	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
September	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
October	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
November	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
December	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a

Any deviation from this schedule shall be reported to the City Clerk's Office at least fifteen (15) days prior to the proposed new date and time.

Certification of Applicant

I hereby certify that the information contained in this certification request and all attachments is true, correct, and complete to the best of my knowledge and that it is my responsibility and the responsibility of my agents/employees and Board of Directors to comply with all applicable Local and State laws, rules, and regulations as they relate to the serving, selling and distribution of alcohol beverages. I also declare that I have read and understand C.R.S. § 12-47-301(11) and Chapter 6, Article XVII of the Black Hawk Municipal Code pertaining to Entertainment Districts.



Authorized Signature

1-19-16
Date

PRESIDENT A.G. BLACKHAWK
~~PRESIDENT, BLACK HAWK~~
Title ~~ASSOCIATION~~
ASSOCIATION

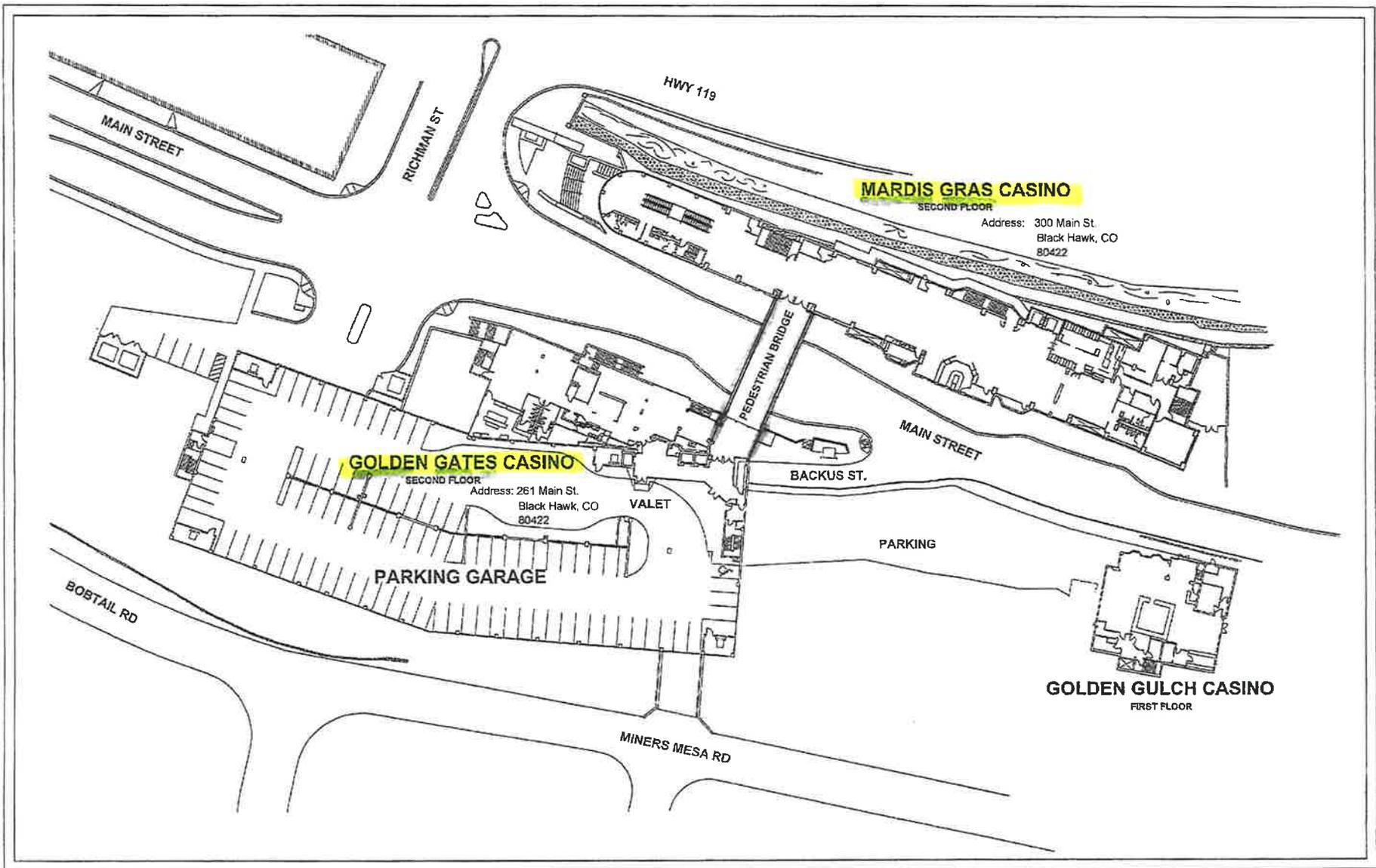
Report and Approval of the Local Liquor Licensing Authority

Chairman of Liquor Licensing Authority

City Clerk

Date

Date



MARDIS GRAS CASINO

SECOND FLOOR

Address: 300 Main St.
Black Hawk, CO
80422

GOLDEN GATES CASINO

SECOND FLOOR

Address: 261 Main St.
Black Hawk, CO
80422

VALET

GOLDEN GULCH CASINO

FIRST FLOOR

PARKING GARAGE

PARKING

HWY 119

MAIN STREET

RICHMAN ST

PEDESTRIAN BRIDGE

MAIN STREET

BACKUS ST.

BOBTAIL RD

MINERS MESA RD



300 Main Street • PO Box 47 • Black Hawk, CO 90422
(303) 582-2600 • www.theGoldenGatesCasino.com

Promotional Association Officers

- Joseph DeRosa, interim GM – President, Director, Secretary and Treasurer of AG Black Hawk Promotional Association I
- Kristopher Crawford, Director of Finance – Director of AG Black Hawk Promotional Association I

Exhibit D



To: Board of Alderman – Black Hawk, Colorado

CC: VP/GM Scott Nelson – Affinity Gaming LLC.

From: Security Director – Roger McRae | Affinity Gaming | Black Hawk

Purpose: Outline Security Plan for Common Consumption Areas defined by Mardi Gras and Gates Casino's and Main St. Walk-over Bridge.

All Security personnel are licensed by the Division of Gaming, as set forth per the *Internal Control Minimum Procedures*.

All Security personnel have been through the Division of Gaming's Identification Class, presided over by Investigator Robb Neely. (See Attached documentation)

All Security personnel have been through alcohol awareness training (TIPs) presided over by: Felicia Montoya – Certified TIPs Trainer and Casino Shift Manager. (See Attached documentation)

Security Podiums: (4) During hours the Common Consumption Areas are in effect, Security personnel will man these Podiums.

Locations:

1. Mardi Gras Main entrance (1st floor) by the intersection of Main St and Richman St.
2. Mardi Gras second entrance (1st floor) on Main St. across from the Gulch Casino.
3. Gates second Floor at west end of the walk-over.
4. Mardi Gras second Floor at east end of the walk-over.

Podiums will serve a dual purpose:

1. Manned by Security to check for proper identification of persons entering the Casino, who appear to be less than 35 years of age.

It should also be noted; the Podiums will be equipped with, U.S. / Canada and International ID Checking guides. These Guides are also in all Cages, Black Jack Pits, Poker Podiums and Casino Shift Manager Offices.

2. Ensure alcohol passing between the two casinos in the common consumption area are in Board approved Logo'd/ plastic/color coded cups.

Cups: Must be 16 ounces or less.

Must have the Logo of Casino alcohol is exiting from.

Must be color coded to be casino specific.

Mardi Gras – Purple

Gates – Red

Gulch - Green

Wristbands: There are up to (4) four different colors used in Affinity Gaming BH properties. This are rotated on a daily basis, and the new days color begins at the end of our Gaming day. 0300. These are placed on one specific wrist (if allowed by the Guests physicality)

It should be noted; all Licensed Team Members at Affinity Gaming BH are required to check for proper identification of all Guests visiting the Casino.

Calendars of the days color are kept "back of house" in Cages, A-Play Club, Pit Podiums, and all food outlets.

Remaining Security personnel:

The remaining Security personnel not manning Podiums, will be patrolling all Floors of both casinos, at or around the top of or bottom of, (determined in Pre-Shift) hour the Security Supervision; (Director, Supervisor, Acting Shift Supervisor) will call for an "ID Sweep". All floors are walked by the Security personnel on duty and will specifically look for Guests who may need to have their identification checked.

Once the "sweep" is completed, and no issues are found, it is called out over the radio to Surveillance, "all clear" who makes a notation in the Surveillance Daily Log.

The patrolling Floor Security personnel will also be used to break the Podium personnel every 1 – 1.25 hours, where they will man the podium for their allotted time of 1 – 1.25 hours.



300 Main Street, PO Box 47, Black Hawk, CO 80422

303-582-2600 • www.theGoldenGatesCasino.com

January 21, 2016

Mardi Gras Casino – Liquor License #4700632

300 Main Street, Black Hawk, CO 80422

- The Mardi Gras Casino has no recorded liquor violations in 2015.

Golden Gates Casino – Liquor License #4700634

261 Main Street, Black Hawk, CO 80422

- The Golden Gates Casino has no recorded liquor violations in 2015.



CERTIFICATE OF LIABILITY INSURANCE

11/17/2016

DATE (MM/DD/YYYY)

1/21/2016

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

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

PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Atlantic Specialty Insurance Company	NAIC # 27154
	INSURER B : Liberty Mutual Fire Insurance Company	23035
	INSURER C : Allied World National Assurance Company	10690
	INSURER D : Safety National Casualty Corporation	15105
	INSURER E :	
	INSURER F :	

COVERAGES AFFGA01 **CERTIFICATE NUMBER:** 13849067 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liq. Liab. Incl. <input checked="" type="checkbox"/> SIR \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	GL04299-00	11/17/2015	11/17/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> 100 Comp/1,000 Coll	N	N	AS2-631-509261-035	11/17/2015	11/17/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	0306-1298	11/17/2015	11/17/2016	EACH OCCURRENCE \$ \$25,000,000 AGGREGATE \$ \$25,000,000 \$ XXXXXXXX
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SP4054034 (NV) WC2-631-509261-045 (AOS)	11/17/2015 11/17/2015	11/17/2016 11/17/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

13849067
City of 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

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**LOCAL LIQUOR
LICENSING AUTHORITY
CONSIDERATION OF THE
RECERTIFICATION OF A
PROMOTIONAL
ASSOCIATION FOR
HORSESHOE GILPIN INC**

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Local Liquor Authority Consideration of the 2016 Recertification of a Promotional Association for the Horseshoe Gilpin, Inc.

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

MOTION TO APPROVE the 2016 Recertification of a Promotional Association for the Horseshoe Gilpin, Inc.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Section 6-536 of the Black Hawk Municipal Code requires certified promotional associations to apply for recertification by January 31 of each year.

The Promotional Association/Common Consumption Area for the Horseshoe Gilpin, Inc. was certified by the local licensing authority on June 25, 2015. The 2016 Recertification Application packet was received in the City Clerk's Office on January 19, 2016.

AGENDA DATE: January 27, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

DOCUMENTS ATTACHED: 2016 Recertification Application Packet for the Horseshoe Gilpin, Inc.

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:



Melissa Greiner, City Clerk

REVIEWED BY:



Jack D. Lewis, City Manager



BLACK HAWK®

RECEIVED

JAN 19 2016

City of Black Hawk
Clerk's Office

CITY OF BLACK HAWK
Po Box 68
201 Selak Street
Black Hawk, CO 80422
(303)582-2221

Date Submitted 1/18/2016

New Renewal (Submit only: fee, updated COI, *Annual Report, any changes, and sign)

*Annual Report to include detailed map of the boundaries of the common consumption area, the common consumption area's hours of operation, a list of attached licensed premises, a list of the directors and officers of the promotional association, security arrangements within the common consumption area, and any violations committed by an attached licensed premise.

PROMOTIONAL ASSOCIATION/Common Consumption Area Certification Request

Promotional Association Name (exactly as it appears on incorporation documentation):	
Horseshoe Gilpin Inc.	
Description of Common Consumption Area Boundaries: (attach map)	
Attached as Exhibit A	
Mailing Address of Promotional Association:	
PO Box 458 Black Hawk, CO 80422	
President of the Promotional Association:	
Brian Cloud	
Phone Number:	E-mail Address:
303-434-4543	bcloud@canyoncasino.com

The following must accompany this Promotional Association/Common Consumption Area Certification Request:

- \$100 for Initial Application Fee and Renewal
- \$100 for attachment of a Licensed Premises by a Certified Promotional Association
- Copy of the Articles of Incorporation and Bylaws

Ex. A List of all Directors and Officers of the Promotional Association

Ex. A Written Security Plan

- A security plan, including evidence of training (including, but not limited to, TIPS certification) and approval of personnel, a detailed description of security arrangements and the approximate location of security personnel within the Common Consumption Area during operating hours.

Ex. A Map drawn to scale

- A detailed map of the proposed Common Consumption Area, including location of physical barriers, entrances and exits, location of attached licensed premises and identification of licensed premises that are adjacent but not to be attached to the Common Consumption Area.

Ex. A List of dates and hours of operation of the Common Consumption Area

N/A_ Documentation showing possession of the Common Consumption Area by the Promotional Association

Ex. A_ List of the attached licensees, of which there will be a minimum of two (2), and list the following information:

- **Liquor License number**
- **List of any past liquor violations**
- **Copy of any operational agreements**

Ex. A_ Insurance Certificate of General Liability and Liquor Liability naming the City as an additional insured in a minimum amount of one million dollars (\$1,000,000)

N/A_ Documentation of how the application addresses the reasonable requirements of the neighborhood and the desires of the adult inhabitants as evidenced by petitions, written testimony or otherwise

Promotional Association/ Common Consumption Area General Guidelines:

- The size of the Common Consumption Area shall not exceed the area approved as the Entertainment District within which the Common Consumption Area is located, but may be a smaller area within the Entertainment District at any time, provided that the new area is clearly delineated using physical barriers to close the area to motor vehicle traffic and to limit pedestrian access;
- Alcohol beverages sold or served within the Common Consumption Area shall be served in a container that is no larger than 16 ounces, is disposable and contains the name of the licensed vendor in at least 24 point font type;
- The Promotional Association or attached licensed premises shall employ only persons to serve alcohol beverages or provide security within the Common Consumption Area who have completed the server and seller training program established by the Director of the Liquor Enforcement Division of the Department of Revenue;
- Revisions and amendments to the original application for Common Consumption Area Designation shall be submitted to the City of Black Hawk Liquor Licensing Authority and approved using the same procedures under which this original request for certification was made;
- Application for attachment of a licensed establishment to an already certified Common Consumption Area shall include an authorization from the Certified Promotional Association; the name of the representative from the licensed establishment who would serve on the Board of Directors of the Promotional Association; an amended map depicting the licensed establishment being added, physical barriers, entrances, exits, currently attached licensed establishments, location of security personnel, and licensed establishments that are adjacent to but not attached to the Common Consumption Area; and an application fee;
- The City of Black Hawk Liquor Licensing Authority (the "Authority") shall consider the merits of the application for a Promotional Association or a Common Consumption Area. If approved, the terms and conditions of the approval remain in effect until the Authority approves a revised or amended application by the Promotional Association.
- The Authority may refuse to certify or may decertify a Promotional Association, if the Association: 1) Fails to submit the annual report as required by January 31st of each year; 2) Fails to establish that the licensed premises and Common Consumption Area can be operated without violating the State or Local Liquor Codes or creating a safety risk to the neighborhood; 3) Fails to have at least two licensed establishments attached to the Common Consumption Area; 4) Fails to obtain or maintain a properly endorsed general liability and liquor liability insurance policy that names the City as an additional insured; 5)

Fails to demonstrate that the use is compatible with the reasonable requirements of the neighborhood or the desires of the adult inhabitants; or 6) Is in violation of 12-47-909, Colorado Revised Statutes, as may be amended from time to time, related to Common Consumption Area operations; and

- Application for Recertification of a Promotional Association must be made by **January 31st of each year**

Please mark below which days and hours the Common Consumption Area will be open and operational:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
January	Closed	Closed	Closed	2a-4a	2a-7a	2a-7a	2a-4a
February	Closed	Closed	Closed	2a-4a	2a-7a	2a-7a	2a-4a
March	Closed	Closed	Closed	2a-4a	2a-7a	2a-7a	2a-4a
April	Closed	Closed	Closed	2a-4a	2a-7a	2a-7a	2a-4a
May	Closed	Closed	Closed	2a-4a	2a-7a	2a-7a	2a-4a
June	Closed	Closed	Closed	2a-4a	2a-7a	2a-7a	2a-4a
July	Closed	Closed	Closed	2a-4a	2a-7a	2a-7a	2a-4a
August	Closed	Closed	Closed	2a-4a	2a-7a	2a-7a	2a-4a
September	Closed	Closed	Closed	2a-4a	2a-7a	2a-7a	2a-4a
October	Closed	Closed	Closed	2a-4a	2a-7a	2a-7a	2a-4a
November	Closed	Closed	Closed	2a-4a	2a-7a	2a-7a	2a-4a
December	Closed	Closed	Closed	2a-4a	2a-7a	2a-7a	2a-4a

Any deviation from this schedule shall be reported to the City Clerk's Office at least fifteen (15) days prior to the proposed new date and time.

Certification of Applicant

I hereby certify that the information contained in this certification request and all attachments is true, correct, and complete to the best of my knowledge and that it is my responsibility and the responsibility of my agents/employees and Board of Directors to comply with all applicable Local and State laws, rules, and regulations as they relate to the serving, selling and distribution of alcohol beverages. I also declare that I have read and understand C.R.S. § 12-47-301(11) and Chapter 6, Article XVII of the Black Hawk Municipal Code pertaining to Entertainment Districts.

I. Alan Roberts
Authorized Signature

VP Horseshoe Gaming Inc.
Title

1-19-2016
Date

Report and Approval of the Local Liquor Licensing Authority

Chairman of Liquor Licensing Authority

City Clerk

Date

Date

Horseshoe Gilpin Inc. Annual Report

This document and the accompanying attachments constitute the Annual Report for Horseshoe Gilpin Inc. which is the Promotional Association for the Canyon and Gilpin Casinos.

The map detailing the boundaries of the Common Consumption Area is included in this packet.

Updated Certificates of Insurance naming the City of Black Hawk as an additional insured party are included in this packet.

The hours of operation for the Common Consumption Area are listed on page 3 of the Renewal Application.

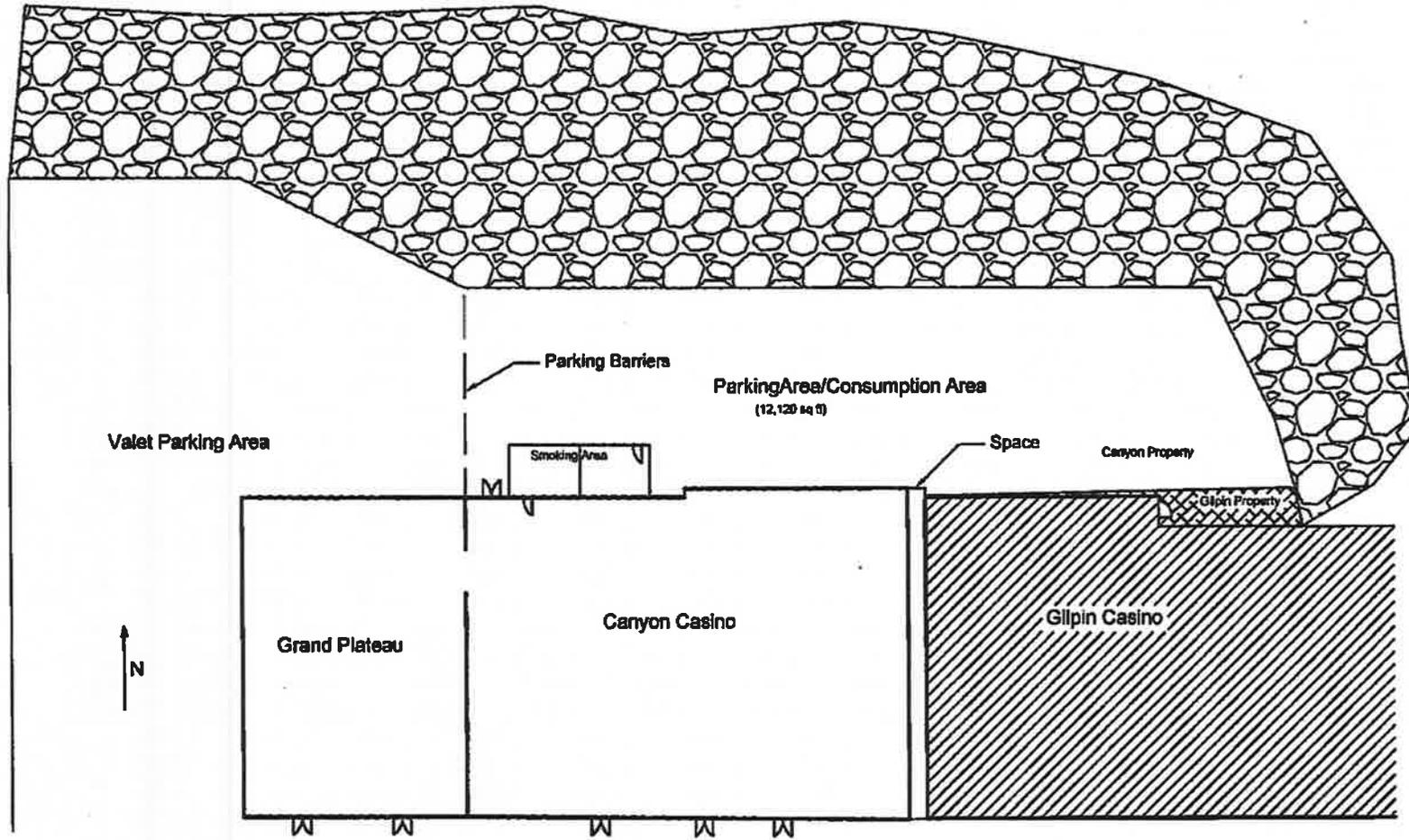
The attached licensed premises for the Association are The Canyon Casino at 131 Main Street, Black Hawk CO 80422 and the Gilpin Casino at 111 Main Street, Black Hawk CO 80422. Current Liquor Licenses for those properties are included in this packet.

Brian Cloud is the President/Director/Treasurer of the Association. T. Alan Roberts is the Vice President/Director/Secretary of the Association.

The Security Plan for the Association is included in this packet.

There have been no violations during the past year for either liquor license holder who is a member of this association and both licenses are in good standing.

Exhibit A



Scale: 1" = 20'-0"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/13/2016

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

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

PRODUCER Flood and Peterson PO Box 578 Greeley CO 80632		CONTACT NAME: Kim Case PHONE (A/C No. Ext): (970) 506-3213 FAX (A/C No.): (970) 330-1867 E-MAIL ADDRESS: KCase@floodpeterson.com																						
INSURED Jacobs Entertainment, Inc. 17301 West Colfax Avenue Suite 250 Golden CO 80401		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Travelers Indemnity Co of Amer</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Indemnity Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Travelers Property Casualty</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td>Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indemnity Co of Amer		INSURER B:	Travelers Indemnity Company		INSURER C:	Travelers Property Casualty		INSURER D:	Pinnacol Assurance	41190	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Travelers Indemnity Co of Amer																							
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INSURER C:	Travelers Property Casualty																							
INSURER D:	Pinnacol Assurance	41190																						
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** CL1571304296 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		P6304021R932TIA15	8/1/2015	8/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 10,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		P8104021R932TIA15	8/1/2015	8/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	PSMCUP4021R932TIL15	8/1/2015	8/1/2016	EACH OCCURRENCE \$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 25,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		4032260 (Colorado) PKUBOD68716215 (Nevada)	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 500,000
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Named Insured includes: JE Tavern LLC

The City of Black Hawk is listed as an additional insured as their interests may appear (except on Workers' Compensation).

Horseshoe Gilpin, Inc., P. O. Box 458, Black Hawk, CO is named as Additional Insured, as their interest may appear.

CERTIFICATE HOLDER **CANCELLATION**

City of Black Hawk P.O. Box 68 Black Hawk, CO 80422-0000	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 K Case, CIC, CPSR/KPA <i>Kim Case</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/19/2016

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

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

PRODUCER Co West Insurance Associates P.O. Box 101387 Denver CO 80250-1387	CONTACT NAME: CoWest Associates PHONE (A/C No. Ext.): (720) 524-9344 E-MAIL ADDRESS:	FAX (A/C No.): (720) 524-9352
	INSURER(S) AFFORDING COVERAGE	
INSURED Eagle Gaming L.P., DBA: Wild West Development P.O. Box 30 Black Hawk CO 80422	INSURER A: Travelers Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25658

COVERAGES **CERTIFICATE NUMBER:** CL1611973632 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		6604026C238	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXC PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		X					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Black Hawk is an Additional Insured for General Liability and Liquor Liability subject to all terms, conditions and exclusions of the General Liability and Liquor Liability policies.

Horseshoe Gilpin, Inc., P.O. Box 458, Black Hawk, CO is an Additional Insured for General Liability and Liquor Liability subject to all terms, conditions and exclusions of the General Liability and Liquor Liability policies.

CERTIFICATE HOLDER City of Black Hawk P.O. Box 68 Black Hawk, CO 80422	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Additional Named Insureds

Other Named Insureds

& Grand Plateau

139 Main LLC

Central City Gaming Investors, LLC

DBA Glory Hole Casino and Pine Street LLC

Eagle Gaming Historic Preservation, LLC

Gilpin County Casino, LLC

Horseshoe Casino, LLC DBA Canyon Casino

Wild West Development Corp

Doing Business As

ADDITIONAL COVERAGES

Ref #	Description Liquor Liability	Coverage Code LIQR	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 2,000,000	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Employee Benefits	Coverage Code EBLIA	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 2,000,000	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

THIS LICENSE EXPIRES NOVEMBER 21, 2016

RENEWAL

STATE OF COLORADO
CITY OF BLACK HAWK

FEE: \$175.00

RETAIL LIQUOR LICENSE

FOR: _____ HOTEL/RESTAURANT _____

TO SELL AT RETAIL _____ MALT, VINOUS & SPIRITUOUS _____ LIQUOR _____

This is to Certify, that the The Gilpin Casino, LLC dba Gilpin Hotel Casino of the State of Colorado, having applied for a License to sell malt, vinous, and spirituous Liquors, and having paid to the City Treasurer the renewal sum of one hundred seventy-five dollars (\$175.00) therefore, the above applicant is hereby licensed to sell malt, vinous, and spirituous liquors containing more than 3.2% Alcohol by weight by the drink for consumption on the premises as Hotel/Restaurant at 111 Main Street in the City of Black Hawk, Colorado for a period beginning on the 22nd day of November 2015, and ending on the 21st day of November 2016, unless this License is revoked sooner as provided by law. This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47 of Title 12, Colorado Revised Statues, as amended and the ordinances of the City aforesaid insofar as the same may be applicable.

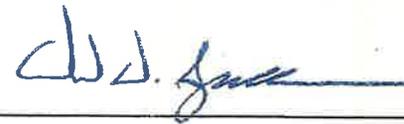
IN TESTIMONY WHEREOF, The City Council has hereunto subscribed its name by its officers duly authorized this 22nd day of October 2015.

ATTEST:



Melissa A. Greiner, City Clerk

THE CITY COUNCIL OF THE CITY OF
BLACK HAWK, COLORADO



David D. Spellman, Mayor

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION
1881 Pierce Street, Suite 108
Lakewood, Colorado 80214

**THE GILPIN CASINO, LLC
dba GILPIN HOTEL CASINO
111 MAIN AT
BLACK HAWK CO 80422**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 12211590000	License Expires at Midnight November 21, 2016
License Type HOTEL & RESTAURANT (CITY)	
Authorized Beverages MALT, VINOUS, AND SPIRITUOUS	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Articles 46 or 47, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1881 Pierce Street, Suite 108, Lakewood, CO 80214.

In testimony whereof, I have hereunto set my hand. 10/19/2015 CRC

Patrick Maroney

Division Director

Barbara J. Broke

Executive Director

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

THIS LICENSE EXPIRES DECEMBER 22, 2016

RENEWAL

STATE OF COLORADO

FEE: \$175.00

CITY OF BLACK HAWK

RETAIL LIQUOR LICENSE

FOR: HOTEL/RESTAURANT

TO SELL AT RETAIL MALT, VINOUS & SPIRITUOUS LIQUOR

This is to Certify, that the Horseshoe Casino LLC dba Canyon Casino of the State of Colorado, having applied for a License to sell malt, vinous, and spirituous liquors, and having paid to the City Treasurer the renewal sum of one hundred seventy-five dollars (\$175.00) therefore, the above applicant is hereby licensed to sell malt, vinous, and spirituous liquors containing more than 3.2% Alcohol by weight by the drink for consumption on the premises as Hotel/Restaurant at 131 Main Street in the City of Black Hawk, Colorado for a period beginning on the 23rd day of December 2015, and ending on the 22nd day of December 2016, unless this License is revoked sooner as provided by law. This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47 of Title 12, Colorado Revised Statutes, as amended and the ordinances of the City aforesaid insofar as the same may be applicable.

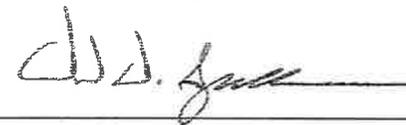
IN TESTIMONY WHEREOF, The City Council has hereunto subscribed its name by its officers duly authorized this 25th day of November 2015.

ATTEST:



Melissa A. Greiner, City Clerk

THE CITY COUNCIL OF THE CITY OF
BLACK HAWK, COLORADO



David D. Spellman, Mayor

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION
1881 Pierce Street, Suite 108
Lakewood, Colorado 80214

**HORSESHOE CASINO LLC
dba CANYON CASINO
131 MAIN ST
BLACK HAWK CO 80422**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 15079180001	License Expires at Midnight December 22, 2016
License Type HOTEL & RESTAURANT (CITY)	
Authorized Beverages MALT, VINOUS, AND SPIRITUOUS	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Articles 46 or 47, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1881 Pierce Street, Suite 108, Lakewood, CO 80214.

In testimony whereof, I have hereunto set my hand. 11/18/2015 JM

Patrick Marouf

Division Director

Barbara Broke

Executive Director



Black Hawk's Best Bet
131 Main Street Black Hawk CO, 80422

North Main Entertainment Security Plan

Canyon Casino / Gilpin Casino Security Plan

Beginning Friday, July 3rd and continuing every week, North Main Entertainment District will run between the hours of:

- 2:00 a.m. till 4:00 a.m. Friday mornings.
- 2:00 a.m. till 7:00 a.m. Saturday mornings.
- 2:00 a.m. till 7:00 a.m. Sunday mornings.
- 2:00 a.m. till 4:00 a.m. Monday mornings.

During the operating hours of 2am-4am Friday and Monday mornings and 2 a.m.-7 a.m. Saturday and Sunday mornings the Canyon Casino / Gilpin Casino will have the following additional security procedures in-place in support of the Entertainment area.

- Beginning at 1:30 a.m. of each night of the Entertainment District operation, Canyon Casino / Gilpin Casino Security will begin to clear the lot and assemble the cones and stations to block the back lot of the Canyon Casino off from any vehicle traffic.
- Additional security will be used by both Canyon Casino and Gilpin Casino for roving patrols to monitor internal points of access to common consumption area.
- The Canyon Casino Security Guard will be additionally stationed to guard the parking lot access point of the common consumption area to ensure no unauthorized access from this point.
- Both casinos will provide one additional Security Guard to ensure no liquor exits the properties via the normal exits, which may include a sidewalk patrol along Main Street.
- Common Consumption area will constantly be monitored and observed by security and surveillance to ensure compliance with all Entertainment District rules and regulations.
- All liquor service in both casinos will be in clearly identifiable plastic cups and strictly enforced by security.
- All non-alcoholic drinks will be in a cup clearly distinguishable from the plastic cups used to serve alcohol during Entertainment District hours.
- Verification of alcohol training will be maintained by both casinos at all times and will be made available upon request.

**LOCAL LIQUOR
LICENSING AUTHORITY
CONSIDERATION OF THE
RECERTIFICATION OF A
PROMOTIONAL
ASSOCIATION FOR THE
ISLE PROMOTIONAL
ASSOCIATION INC**

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Local Liquor Authority Consideration of the 2016 Recertification of a Promotional Association for Isle Promotional Association, Inc.

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

MOTION TO APPROVE the 2016 Recertification of a Promotional Association for the Isle Promotional Association, Inc.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Section 6-536 of the Black Hawk Municipal Code requires certified promotional associations to apply for recertification by January 31 of each year.

The Promotional Association/Common Consumption Area for the Isle Promotional Association was certified by the local licensing authority on August 26, 2015. The 2016 Recertification Application packet was received in the City Clerk's Office on January 8, 2016.

AGENDA DATE: January 27, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

DOCUMENTS ATTACHED: 2016 Recertification Application Packet for the Isle Promotional Association, Inc.

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:



Melissa Greiner, City Clerk

REVIEWED BY:



Jack D. Lewis, City Manager



BLACK HAWK®

CITY OF BLACK HAWK
Po Box 68
201 Selak Street
Black Hawk, CO 80422
(303)582-2221

Date Submitted 1-12-16

New Renewal (Submit only: fee, updated COI, *Annual Report, any changes, and sign)

*Annual Report to include detailed map of the boundaries of the common consumption area, the common consumption area's hours of operation, a list of attached licensed premises, a list of the directors and officers of the promotional association, security arrangements within the common consumption area, and any violations committed by an attached licensed premise.

PROMOTIONAL ASSOCIATION/Common Consumption Area Certification Request

Promotional Association Name (exactly as it appears on incorporation documentation): <u>ISLE PROMOTIONAL ASSOCIATION, INC.</u>	
Description of Common Consumption Area Boundaries: (attach map)	
Mailing Address of Promotional Association: <u>P.O. Box 777, 401 Main Street, Black Hawk, CO. 80422</u>	
President of the Promotional Association: <u>BRIAN P. WATTS</u>	
Phone Number: <u>303-998-7710</u>	E-mail Address: <u>Brian.Watts@islecorp.com</u>

The following must accompany this Promotional Association/Common Consumption Area Certification Request:

- \$100 for Initial Application Fee and Renewal
- \$100 for attachment of a Licensed Premises by a Certified Promotional Association
- Copy of the Articles of Incorporation and Bylaws
- List of all Directors and Officers of the Promotional Association
- Written Security Plan
 - A security plan, including evidence of training (including, but not limited to, TIPS certification) and approval of personnel, a detailed description of security arrangements and the approximate location of security personnel within the Common Consumption Area during operating hours.
- Map drawn to scale
 - A detailed map of the proposed Common Consumption Area, including location of physical barriers, entrances and exits, location of attached licensed premises and identification of licensed premises that are adjacent but not to be attached to the Common Consumption Area.
- List of dates and hours of operation of the Common Consumption Area

RECEIVED

JAN 08 2016

City of Black Hawk
Clerk's Office

2016 Annual Report

Promotional Association and Common Alcohol Consumption Area Certification

Issued To: Isle Promotional Association, Inc.
Location: Pedestrian bridges between Lady Luck Casino, Lady Luck Hotel & Parking Garage, and the Isle Casino Hotel.

Please find below the requested information to satisfy the State requirements for renewing the Promotional Association and Common Consumption Area Certification for this applicant:

1. Detailed map of the boundaries of the common consumption area. Attached – Exhibit A
 2. Common Consumption Area's hours of operation. Attached – Exhibit B
 3. List of attached licensed premises. Attached – Exhibit C
 4. List of the directors of the promotional association. Attached – Exhibit D
 5. Security Arrangements within the common consumption area. Attached – Exhibit E
 6. Violations committed by an attached licensed premise. Attached – Exhibit C
 7. Renewal & attachment fees ($\$100 + (3 \times \$100) = \$400$ - Enclosed)
-

Certification of Applicant

I hereby certify that the information contained in this certification renewal request and all attachments is true, correct, and complete to the best of my knowledge and that it is my responsibility and the responsibility of my agents/employees and Board of Directors to comply with all applicable Local and State laws, rules, and regulations as they relate to the serving, selling and distribution of alcohol beverages. I also declare that I have read and understand C.R.S 12-47-301(11) and Chapter 6 Article XVII of the Black Hawk Municipal Code pertaining to Entertainment Districts.



Authorized Signature



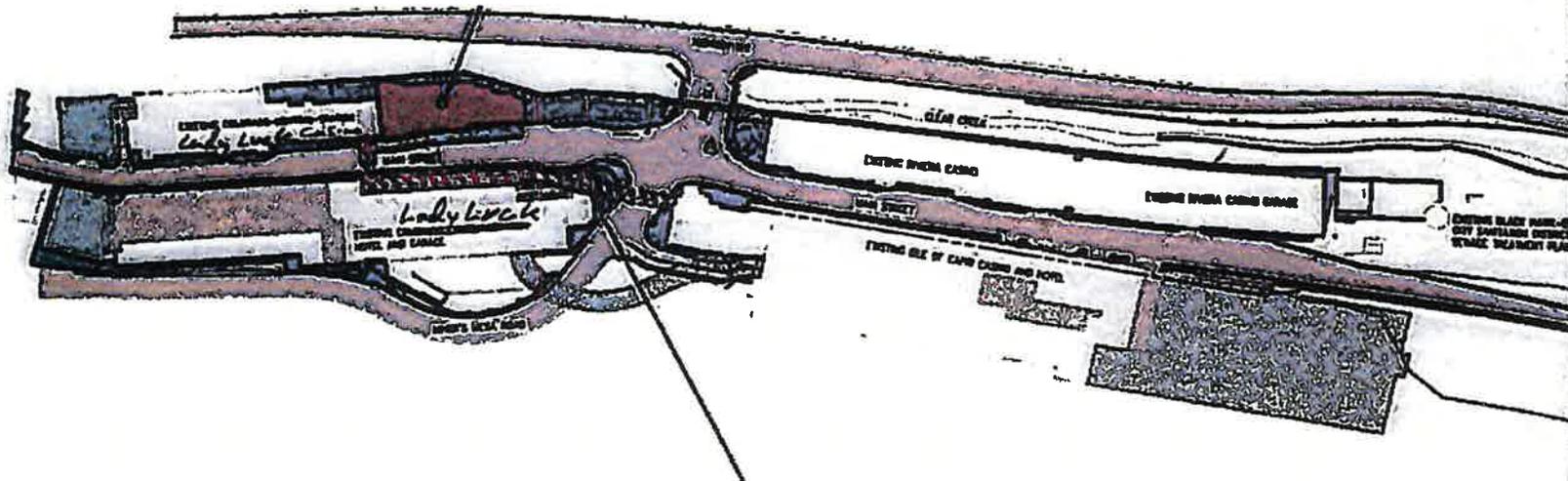
Title: Director

12-30-2015

Date

Exhibit

A



Proposed Common Consumption Area (pink)

BLUE SKY PROJECTS

COLORADO CENTRAL STATION EAST EXPANSION (GAMING AND EVENT CENTER, VALET & PORTE-COCHERE)

REFER TO SHEET 2

TOTAL S.F.

OF FLOORS

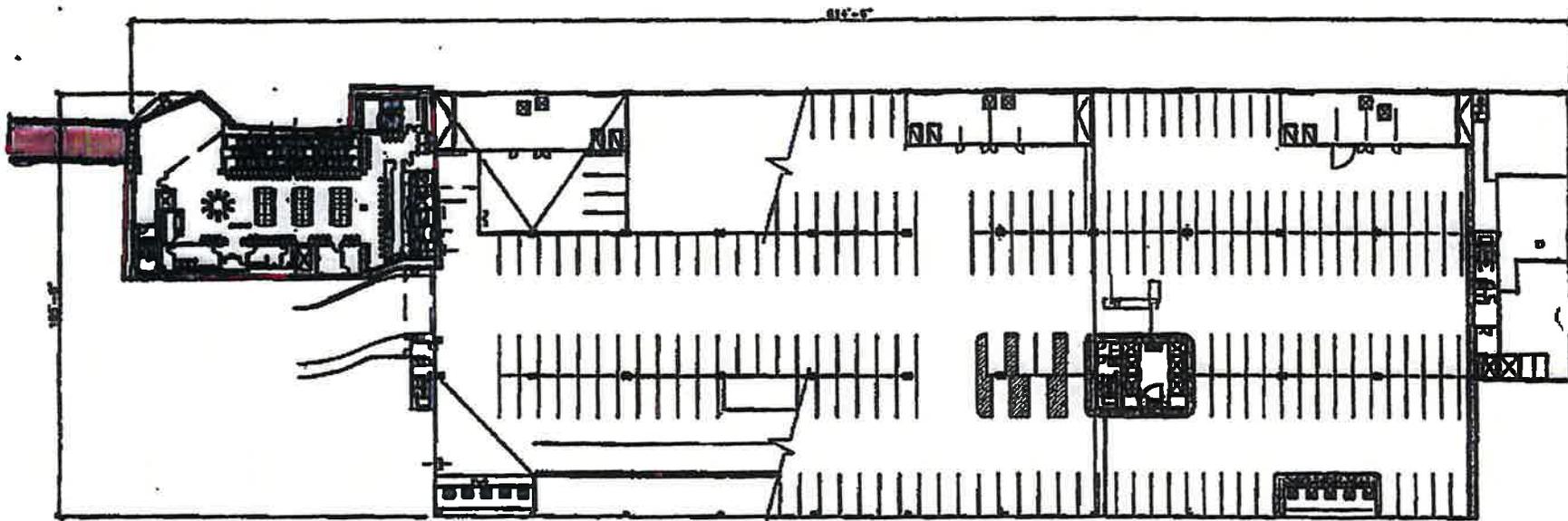
24,800 S.F.

2

DEEDED TO SHEET 2

14,000 S.F.

2



1 SECOND FLOOR PLAN
 1" = 500'



ISLE OF CAPRI
 401 Main Street
 Black Hawk, Colorado 80422
 Tel: 970.451.1234
 Fax: 970.451.1235

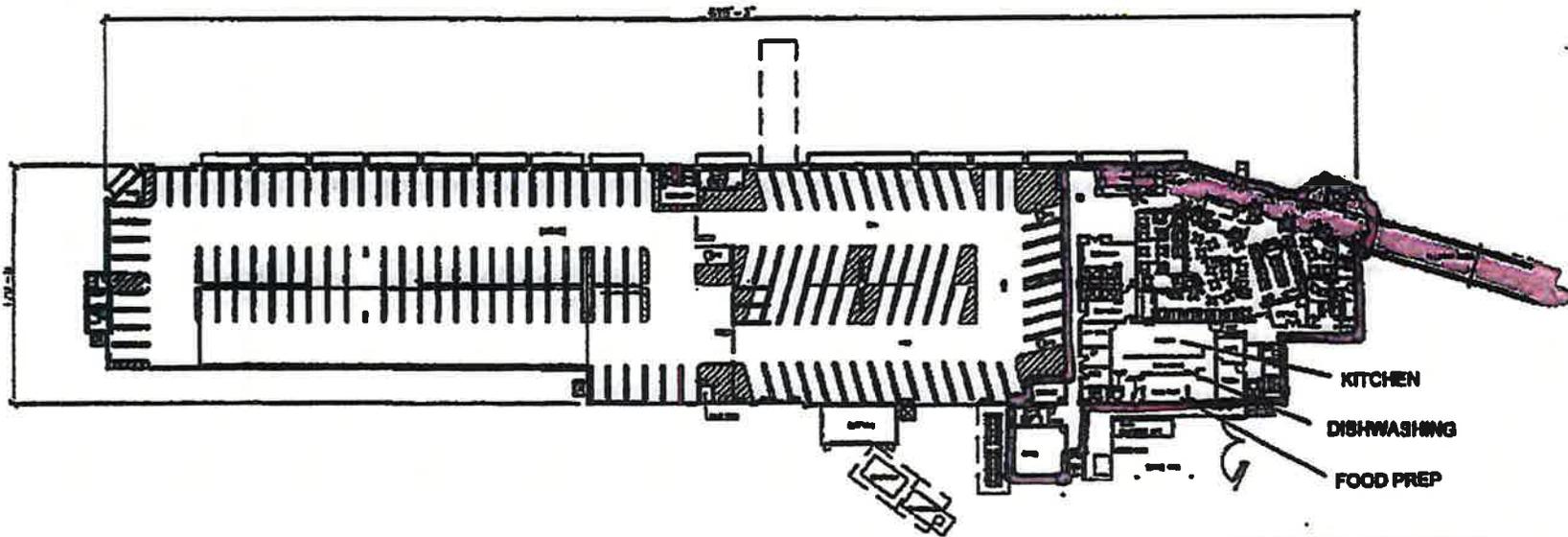


ISLE OF CAPRI 401 Main Street Black Hawk, Colorado 80422 Tel: 970.451.1234 Fax: 970.451.1235
--

ISLE OF CAPRI
 401 Main Street
 Black Hawk, Colorado 80422
 Tel: 970.451.1234
 Fax: 970.451.1235

RE: ISLE OF CAPRI BLACK HAWK LLC dba ISLE CASINO HOTEL BLACK HAWK
401 MAIN STREET; BLACK HAWK CO 80422
RETAIL GAMING TAVERN LICENSE #1432448-0001

RE: ISLE OF CAPRI BLACK HAWK, L.L.C. dba LADY LUCK HOTEL & PARKING GARAGE
 333 MAIN STREET; BLACK HAWK CO 80422
 HOTEL-RESTAURANT LIQUOR LICENSE #4700732



SEE KITCHEN / RESTAURANT
 AREA ENLARGEMENT

1 SECOND FLOOR PLAN - GARAGE
 1" = 60'



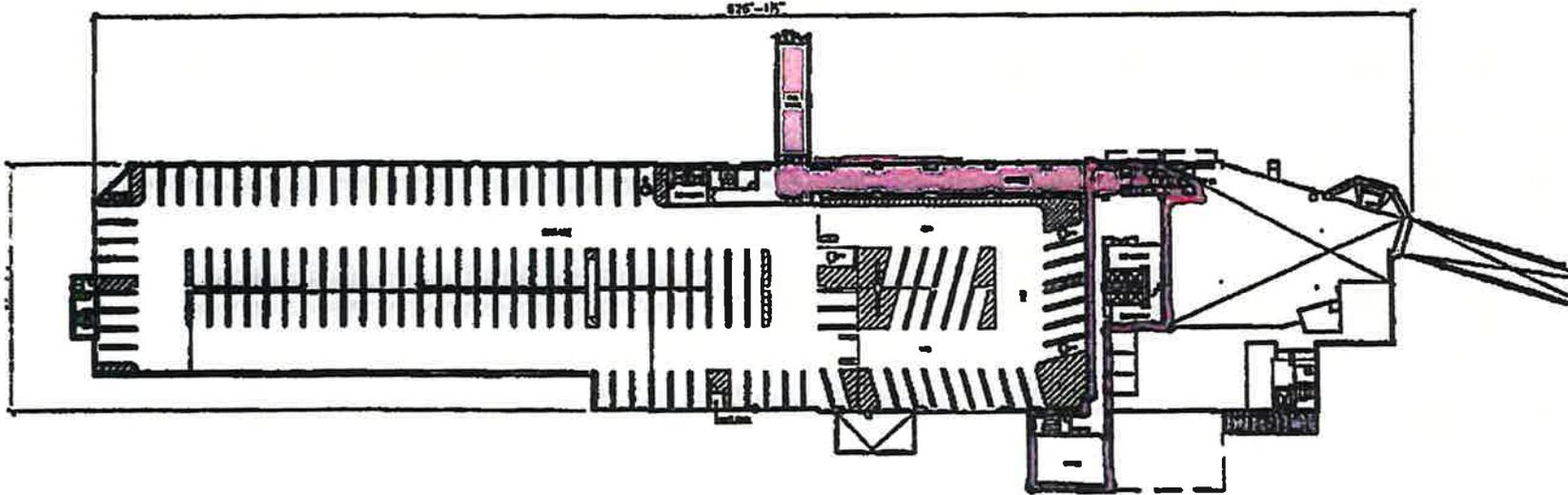
ISLE OF CAPRI
 333 MAIN STREET
 BLACK HAWK, COLORADO 80422
 IN RELATION
 TO DRAWING



DATE	BY

SHEET TITLE:	
HOTEL / GARAGE	
PROJECT NO.	SHEET NO.
6231.5	2
DATE	
11/09	

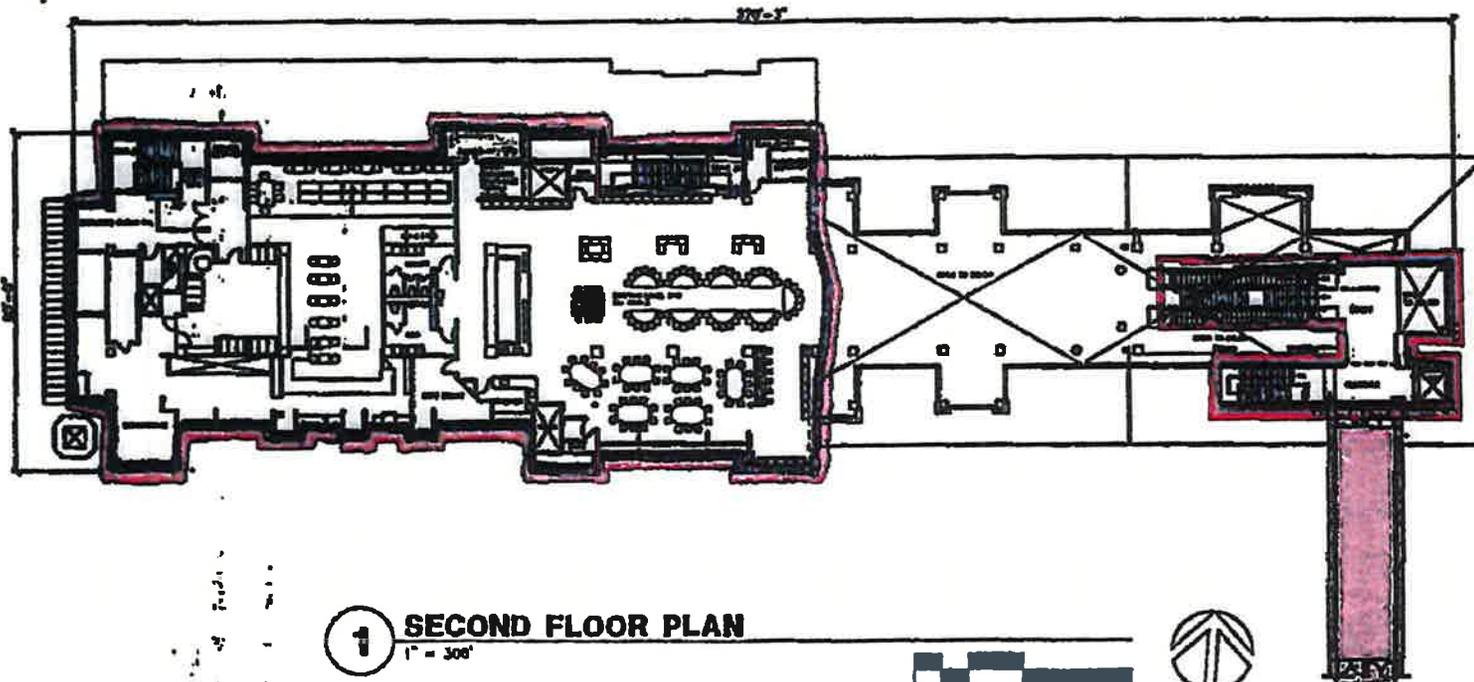
RE: ISLE OF CAPRI BLACK HAWK, L.L.C. dba LADY LUCK HOTEL & PARKING GARAGE
 333 MAIN STREET; BLACK HAWK CO 80422
 HOTEL-RESTAURANT LIQUOR LICENSE #4700732



1 THIRD FLOOR PLAN - GARAGE
 1" = 80'



<p>Isle of Capri Casino 1400 Broadway Blvd Black Hawk, Colorado 80422 Tel: 303.441.1200 Fax: 303.441.0200</p>		<p>PROJECT NO. _____ SHEET NO. _____ DATE _____</p>	<p>HOTEL/GARAGE PROJECT NO. 0224.6 SHEET NO. 3</p>
--	--	---	---



1 SECOND FLOOR PLAN
1" = 300'



COLORADO
 CENTRAL STATION
 4000 North
 Denver, Colorado 80212
 303-733-1111
 www.ccsc.com



License No. _____ Issue Date _____ Expiration Date _____ License Fee _____ License Type _____

Colorado Central Station License No. 07280 Issue Date 11/30 Page 3
--

RE: CCSC/BLACK HAWK INC. dba LADY LUCK CASINO BLACK HAWK
 340 MAIN STREET; BLACK HAWK CO 80422
 RETAIL GAMING TAVERN LICENSE #4088168-0000

Exhibit B

Please mark below which days and hours the Common Consumption Area will be open and operational: The Promotional Association is seeking approval for the following days and hours, but may not operate at all times listed.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
January	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a
February	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a
March	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a
April	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a
May	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a
June	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a
July	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a
August	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a
September	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a
October	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a
November	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a
December	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a	2a - 7a

Any deviation from this schedule shall be reported to the City Clerk's Office at least fifteen (15) days prior to the proposed new date and time.

Exhibit C

**Promotional Association/
Common Consumption Area Certification Request
Isle Promotional Association, Inc.
Attached Licensees**

Licensee Name	Doing Business As	License Number	Address	List of any Past Violations
CCSC/Blackhawk Inc.	Lady Luck Casino Black Hawk	40881680000	340 Main St. Black Hawk, CO 80422	None
Isle of Capri Black Hawk, LLC	Lady Luck Hotel & Parking Garage	4700732	333 Main St. Black Hawk, CO 80422	None
Isle of Capri Black Hawk, LLC	Isle Casino Hotel Black Hawk	14324480001	401 Main St. Black Hawk, CO 80422	Received verbal warning in 2014 from State of Colorado regarding service to a visibly intoxicated patron (no penalty or admission of liability)

Exhibit

D

**WRITTEN CONSENT OF SOLE INCORPORATOR IN LIEU
OF ORGANIZATIONAL MEETING
OF
ISLE PROMOTIONAL ASSOCIATION, INC.**

The Articles of Incorporation of Isle Promotional Association, Inc. (the "Corporation") having been filed in the office of the Secretary of State of Colorado, the undersigned, being the sole incorporator named in said certificate, does hereby consent to and adopt the following resolutions, pursuant to the provisions of Section 7-102-105 of the Colorado Revised Statutes, as amended, for the purpose of perfecting the organization of the Corporation and hereby directs that this Written Consent (the "Consent") be filed with the minutes and proceedings of the Corporation:

RESOLVED, that the initial Board of Directors of the Corporation shall consist of three (3) members.

RESOLVED, that the following individuals are hereby elected as members of the Board of Directors of the Corporation to serve in such capacity until the first annual meeting of shareholders and until their successors are elected and qualified or until their earlier death, resignation or removal:

Brian P. Watts

Warren Chris Cramer

Jennifer Elizabeth Trott

IN WITNESS WHEREOF, the sole incorporator of the Corporation has caused this Consent to be executed as of this 30th day of July, 2015.


Michael J. Perłowski

Exhibit

E

**Promotional Association/
Common Consumption Area Certification Request
Isle Promotional Association, Inc.
Security Measures**

With the implementation of the Common Consumption Area and the Promotional Association comprised of the Isle Casino Hotel Black Hawk, the Lady Luck Hotel & Parking Garage, and the Lady Luck Casino Black Hawk, the following Security plan will be implemented:

- Common Consumption area will be monitored by Guest Safety team as well as Surveillance to ensure compliance with Entertainment District rules and regulations.
- Alcohol Service training through national TIPS program will be administered by the property Human Resources department. Human Resources will maintain records, which can be verified upon request.
- Any alcohol to be consumed in the common consumption area will be in a disposable cup with appropriate logo during common consumption hours.
- All three attached licensed premises will position Guest Safety Agents at main entrances to ensure compliance of all liquor laws.
- Patrolling of the Common Consumption area by the Guest Safety team will occur, ensuring compliance of property policies and procedures.
- Additional Guest Safety will patrol all three licensed premises to ensure that no alcohol leaves the properties inappropriately.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2015

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

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

PRODUCER MARSH USA INC 540 W MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Isle Promotional Association, Inc. 600 Emerson Road, Suite 300 Saint Louis, MO 63141	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: N/A	N/A
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: CHI-006387368-02	REVISION NUMBER: 4
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		PRA318747309	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Black Hawk is included as additional insured on general liability where required by written contract.

General Liability includes Liquor Liability; Limits: \$2,000,000 Aggregate, \$1,000,000 Per Occurrence.

CERTIFICATE HOLDER City of Black Hawk PO Box 68 201 Selak Street Black Hawk, CO 80422	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	--

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**LOCAL LIQUOR
LICENSING AUTHORITY
CONSIDERATION OF THE
RECERTIFICATION OF A
PROMOTIONAL
ASSOCIATION FOR THE
LODGE ASSOCIATION INC**

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Local Liquor Authority Consideration of the 2016 Recertification of a Promotional Association for The Lodge Association, Inc.

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

MOTION TO APPROVE the 2016 Recertification of a Promotional Association for The Lodge Association, Inc.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Section 6-536 of the Black Hawk Municipal Code requires certified promotional associations to apply for recertification by January 31 of each year.

The Promotional Association/Common Consumption Area for The Lodge Association, Inc. was certified by the local licensing authority on August 12, 2015. The 2016 Recertification Application packet was received in the City Clerk's Office on January 19, 2016.

AGENDA DATE: January 27, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

DOCUMENTS ATTACHED: 2016 Recertification Application Packet for The Lodge Association, Inc.

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:



Melissa Greiner, City Clerk

REVIEWED BY:



Jack D. Lewis, City Manager

RECEIVED

JAN 19 2016

City of Black Hawk
Clerk's Office

CITY OF BLACK HAWK
Po Box 68
201 Selak Street
Black Hawk, CO 80422
(303)582-2221



Date Submitted 1/18/2016

New Renewal (Submit only: fee, updated COI, *Annual Report, any changes, and sign)

*Annual Report to include detailed map of the boundaries of the common consumption area, the common consumption area's hours of operation, a list of attached licensed premises, a list of the directors and officers of the promotional association, security arrangements within the common consumption area, and any violations committed by an attached licensed premise.

PROMOTIONAL ASSOCIATION/Common Consumption Area Certification Request

Promotional Association Name (exactly as it appears on incorporation documentation):	
The Lodge Association Inc.	
Description of Common Consumption Area Boundaries: (attach map)	
Attached as part of Exhibit A	
Mailing Address of Promotional Association:	
PO Box 50 Black Hawk, CO 80422	
President of the Promotional Association:	
Stan Politano	
Phone Number:	E-mail Address:
303-215-5202	spolitano@bhwk.com

The following must accompany this Promotional Association/Common Consumption Area Certification Request:

- \$100 for Initial Application Fee and Renewal
- \$100 for attachment of a Licensed Premises by a Certified Promotional Association
- Copy of the Articles of Incorporation and Bylaws

Ex. A List of all Directors and Officers of the Promotional Association

Ex. A Written Security Plan

- A security plan, including evidence of training (including, but not limited to, TIPS certification) and approval of personnel, a detailed description of security arrangements and the approximate location of security personnel within the Common Consumption Area during operating hours.

Ex. A Map drawn to scale

- A detailed map of the proposed Common Consumption Area, including location of physical barriers, entrances and exits, location of attached licensed premises and identification of licensed premises that are adjacent but not to be attached to the Common Consumption Area.

Ex. A List of dates and hours of operation of the Common Consumption Area

N/A_ Documentation showing possession of the Common Consumption Area by the Promotional Association

Ex. A_ List of the attached licensees, of which there will be a minimum of two (2), and list the following information:

- **Liquor License number**
- **List of any past liquor violations**
- **Copy of any operational agreements**

Ex. A_ Insurance Certificate of General Liability and Liquor Liability naming the City as an additional insured in a minimum amount of one million dollars (\$1,000,000)

N/A_ Documentation of how the application addresses the reasonable requirements of the neighborhood and the desires of the adult inhabitants as evidenced by petitions, written testimony or otherwise

Promotional Association/ Common Consumption Area General Guidelines:

- The size of the Common Consumption Area shall not exceed the area approved as the Entertainment District within which the Common Consumption Area is located, but may be a smaller area within the Entertainment District at any time, provided that the new area is clearly delineated using physical barriers to close the area to motor vehicle traffic and to limit pedestrian access;
- Alcohol beverages sold or served within the Common Consumption Area shall be served in a container that is no larger than 16 ounces, is disposable and contains the name of the licensed vendor in at least 24 point font type;
- The Promotional Association or attached licensed premises shall employ only persons to serve alcohol beverages or provide security within the Common Consumption Area who have completed the server and seller training program established by the Director of the Liquor Enforcement Division of the Department of Revenue;
- Revisions and amendments to the original application for Common Consumption Area Designation shall be submitted to the City of Black Hawk Liquor Licensing Authority and approved using the same procedures under which this original request for certification was made;
- Application for attachment of a licensed establishment to an already certified Common Consumption Area shall include an authorization from the Certified Promotional Association; the name of the representative from the licensed establishment who would serve on the Board of Directors of the Promotional Association; an amended map depicting the licensed establishment being added, physical barriers, entrances, exits, currently attached licensed establishments, location of security personnel, and licensed establishments that are adjacent to but not attached to the Common Consumption Area; and an application fee;
- The City of Black Hawk Liquor Licensing Authority (the "Authority") shall consider the merits of the application for a Promotional Association or a Common Consumption Area. If approved, the terms and conditions of the approval remain in effect until the Authority approves a revised or amended application by the Promotional Association.
- The Authority may refuse to certify or may decertify a Promotional Association, if the Association: 1) Fails to submit the annual report as required by January 31st of each year; 2) Fails to establish that the licensed premises and Common Consumption Area can be operated without violating the State or Local Liquor Codes or creating a safety risk to the neighborhood; 3) Fails to have at least two licensed establishments attached to the Common Consumption Area; 4) Fails to obtain or maintain a properly endorsed general liability and liquor liability insurance policy that names the City as an additional insured; 5)

Fails to demonstrate that the use is compatible with the reasonable requirements of the neighborhood or the desires of the adult inhabitants; or 6) Is in violation of 12-47-909, Colorado Revised Statutes, as may be amended from time to time, related to Common Consumption Area operations; and

- Application for Recertification of a Promotional Association must be made by **January 31st of each year**

Please mark below which days and hours the Common Consumption Area will be open and operational:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
January	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
February	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
March	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
April	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
May	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
June	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
July	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
August	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
September	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
October	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
November	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
December	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a

Any deviation from this schedule shall be reported to the City Clerk's Office at least fifteen (15) days prior to the proposed new date and time.

Certification of Applicant

I hereby certify that the information contained in this certification request and all attachments is true, correct, and complete to the best of my knowledge and that it is my responsibility and the responsibility of my agents/employees and Board of Directors to comply with all applicable Local and State laws, rules, and regulations as they relate to the serving, selling and distribution of alcohol beverages. I also declare that I have read and understand C.R.S. § 12-47-301(11) and Chapter 6, Article XVII of the Black Hawk Municipal Code pertaining to Entertainment Districts.

 - John East

Authorized Signature

Date
1/18/16

Title
DIRECTOR / SECRETARY
Lodge Association

Report and Approval of the Local Liquor Licensing Authority

Chairman of Liquor Licensing Authority

City Clerk

Date

Date

Lodge Association Inc. Annual Report

This document and the accompanying attachments constitute the Annual Report for Lodge Association Inc. which is the Promotional Association for the Lodge Casino and JE Tavern.

The map detailing the boundaries of the Common Consumption Area is included in this packet.

An updated Certificate of Insurance naming the City of Black Hawk as an additional insured party is included in this packet.

The hours of operation for the Common Consumption Area are listed on page 3 of the Renewal Application.

The attached licensed premises for the Association are The Lodge Casino at 240 Main Street, Black Hawk CO 80422 and JE Tavern at 240 Main Street, Black Hawk CO 80422. Current Liquor Licenses for those properties are included in this packet.

Stan Politano is the Director/Treasurer of Lodge Association In. representing the Lodge Casino. John East is the Director/Secretary of Lodge Association Inc. representing JE Tavern.

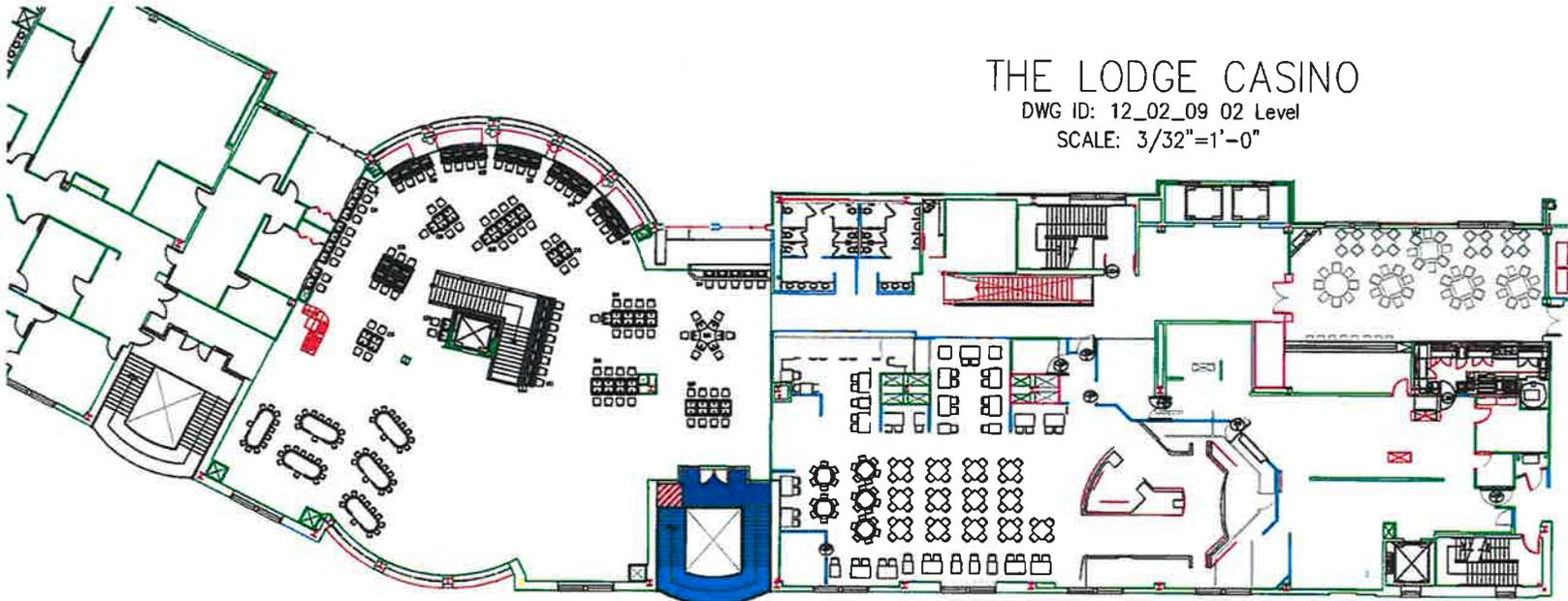
The Security Plan for the Association is included in this packet.

There have been no violations during the past year for either liquor license holder who is a member of this association and both licenses are in good standing.

THE LODGE CASINO

DWG ID: 12_02_09 02 Level

SCALE: 3/32"=1'-0"



-  Removed from Premise
-  New Tavern License
-  Common Consumption
-  Added to Common Consumption



① L2 - LEVEL FLOOR PLAN
1/16" = 1'-0"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/13/2016

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

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

PRODUCER Flood and Peterson PO Box 578 Greeley CO 80632		CONTACT NAME: Kim Case PHONE (A/C No. Ext): (970) 506-3213 E-MAIL ADDRESS: KCase@floodpeterson.com FAX (A/C No): (970) 330-1867	
INSURED Jacobs Entertainment, Inc. 17301 West Colfax Avenue Suite 250 Golden CO 80401		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of Amer INSURER B: Travelers Indemnity Company INSURER C: Travelers Property Casualty INSURER D: Pinnacol Assurance INSURER E: INSURER F:	
		NAIC # 41190	

COVERAGES

CERTIFICATE NUMBER: CL1571304296

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			P6304021R932TIA15	8/1/2015	8/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			P8104021R932TIA15	8/1/2015	8/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB			PSMCUP4021R932TIL15	8/1/2015	8/1/2016	EACH OCCURRENCE \$ 25,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						AGGREGATE \$ 25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4032260	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	(Colorado) PKUBOD68716215 (Nevada)	8/1/2015	8/1/2016	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Named Insured includes: JE Tavern LLC

The City of Black Hawk is listed as an additional insured as their interests may appear (except on Workers' Compensation).

The Lodge Association, Inc., 240 Main Street, Black Hawk, CO is named as Additional Insured, as their interest may appear.

CERTIFICATE HOLDER

CANCELLATION

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

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

K Case, CIC, CPSR/KPA

ACORD 25 (2010/05)

INS025 (201005) 01

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THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

THIS LICENSE EXPIRES MAY 14, 2016

RENEWAL

STATE OF COLORADO
CITY OF BLACK HAWK
RETAIL LIQUOR LICENSE

FEE: \$175.00

FOR: HOTEL & RESTAURANT

TO SELL AT RETAIL MALT, VINOUS & SPIRITUOUS LIQUOR

This is to Certify, that The Lodge Casino LLC dba The Lodge Casino at Black Hawk of the State of Colorado, having applied for a License to sell malt, vinous, and spirituous Liquors, and having paid to the City Treasurer the renewal sum of one hundred seventy-five dollars (\$175.00) therefore, the above applicant is hereby licensed to sell malt, vinous, and spirituous liquors containing more than 3.2% Alcohol by weight by the drink for consumption on the premises as Hotel & Restaurant at 240 Main Street in the City of Black Hawk, Colorado for a period beginning on the 15th day of May 2015, and ending on the 14th day of May 2016, unless this License is revoked sooner as provided by law. This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47 of Title 12, Colorado Revised Statutes, as amended and the ordinances of the City aforesaid insofar as the same may be applicable.

IN TESTIMONY WHEREOF, The City Council has hereunto subscribed its name by its officers duly authorized this 21st day of April 2015.

ATTEST:

Melissa Greiner

Melissa A. Greiner, City Clerk

THE CITY COUNCIL OF THE CITY OF
BLACK HAWK, COLORADO

David D. Spellman

David D. Spellman, Mayor

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION
1881 Pierce Street, Suite 108
Lakewood, Colorado 80214**

**LODGE CASINO LLC THE
dba LODGE CASINO AT BLACK HAWK THE
240 MAIN ST
BLACK HAWK CO 80422**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 14336820000	License Expires at Midnight May 14, 2016
License Type HOTEL & RESTAURANT (CITY)	
Authorized Beverages MALT, VINOUS, AND SPIRITUOUS	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Articles 46 or 47, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1881 Pierce Street, Suite 108, Lakewood, CO 80214.

In testimony whereof, I have hereunto set my hand. 4/11/2015 gm

Patrick Maroney

Division Director

Barbara J. Broke

Executive Director

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

THIS LICENSE EXPIRES AUGUST 27, 2016

STATE OF COLORADO
CITY OF BLACK HAWK
RETAIL LIQUOR LICENSE

FOR: TAVERN

TO SELL AT RETAIL MALT, VINOUS & SPIRITUOUS LIQUOR

This is to Certify, that JE TAVERN INC dba JE TAVERN of the City of Black Hawk of the State of Colorado, having applied for a License to sell Malt, Vinous, and Spirituous Liquors, and having paid to the City Treasurer the required fees, therefore, the above applicant is hereby licensed to sell Malt, Vinous, and Spirituous Liquors containing more than 3.2% Alcohol by weight by the drink for consumption on the premises as Tavern at 240 Main Street, Unit A in the City of Black Hawk, Colorado for a period beginning on the 28th day of August 2015, and ending on the 27th day of August 2016, unless this License is revoked sooner as provided by law. This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47 of Title 12, Colorado Revised Statues, as amended and the ordinances of the City aforesaid insofar as the same may be applicable.

IN TESTIMONY WHEREOF, The City Council has hereunto subscribed its name by its officers duly authorized this 28th day of August 2015.

ATTEST:

Melissa Greiner

Melissa A. Greiner, City Clerk

THE CITY COUNCIL OF THE CITY OF
BLACK HAWK, COLORADO

David D. Spellman

David D. Spellman, Mayor

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION
1881 Pierce Street, Suite 108
Lakewood, Colorado 80214

**JE TAVERN INC
dba JE TAVERN
240 MAIN STREET UNIT A
BLACK HAWK CO 80422**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 4705074	License Expires at Midnight August 27, 2016
License Type TAVERN (CITY)	
Authorized Beverages MALT, VINOUS, AND SPIRITUOUS	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Articles 46 or 47, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1881 Pierce Street, Suite 108, Lakewood, CO 80214.

In testimony whereof, I have hereunto set my hand. 8/28/2015 RLE

Patrick Maroney

Division Director

Barbara Broke

Executive Director

Lodge Casino and JE Tavern Security Plan

Beginning on or before August 21st pending approval, The Lodge Association Inc. Entertainment District will open a common consumption area between the hours of 2am and 7am seven days a week.

During the hours of 2am – 7am, the following additional security measures will be in effect.

- Additional cameras will be installed to monitor common consumption area.
- Additional signage will be added to doors to ensure alcohol does not leave licensed premise.
- Security staff will incorporate the Common Consumption area into their floor sweeps at least 2 times per hour.
 - Security will be able to exit through doors with duty keys as approved by the Division of Gaming.
 - While there is no security personnel stationed in the common consumption area, surveillance will be monitoring for any guest activity.
 - All casino employees will monitor that any alcohol served from one licensee is not brought on to the other property.
- All liquor from each establishment will be in clearly identifiable plastic cups with Entertainment District and licensee logo.
- All non-alcoholic drinks will be served in glassware clearly distinguishable from the cups used for alcohol service.
- Each Security and Beverage Employee of both licensees holds a current TIPS Certification. Any new employees hired at either establishment will be required to also obtain TIPS Certification. Verification of certification will be maintained by the Lodge Human Resources Department and will be made available for review upon request.

**LOCAL LIQUOR
LICENSING AUTHORITY
CONSIDERATION OF THE
RECERTIFICATION OF A
PROMOTIONAL
ASSOCIATION FOR THE
MONARCH
PROMOTIONAL
ASSOCIATION INC**

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Local Liquor Authority Consideration of the 2016 Recertification of a Promotional Association for the Monarch Promotional Association, Inc.

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

MOTION TO APPROVE the 2016 Recertification of a Promotional Association for the Monarch Promotional Association, Inc.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Section 6-536 of the Black Hawk Municipal Code requires certified promotional associations to apply for recertification by January 31 of each year.

The Promotional Association/Common Consumption Area for the Monarch Promotional Association, Inc. was certified by the local licensing authority on September 23, 2015. The 2016 Recertification Application packet was received in the City Clerk's Office on January 20, 2016.

AGENDA DATE: January 27, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

DOCUMENTS ATTACHED: 2016 Recertification Application Packet for the Monarch Promotional Association, Inc.

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:



Melissa Greiner, City Clerk

REVIEWED BY:



Jack D. Lewis, City Manager



BLACK HAWK®

**CITY OF BLACK HAWK
Po Box 68
201 Selak Street
Black Hawk, CO 80422
(303)582-2221**

Date Submitted 1/20/2016

New Renewal (Submit only: fee, updated COI, *Annual Report, any changes, and sign)

*Annual Report to include detailed map of the boundaries of the common consumption area, the common consumption area's hours of operation, a list of attached licensed premises, a list of the directors and officers of the promotional association, security arrangements within the common consumption area, and any violations committed by an attached licensed premise.

PROMOTIONAL ASSOCIATION/Common Consumption Area Certification Request

Promotional Association Name (exactly as it appears on incorporation documentation): <i>PROMOTIONAL ASSOCIATION, INC.</i>	
MONARCH CASINO BLACK HAWK	
Description of Common Consumption Area Boundaries: (attach map) ATTACHED AS EXIBIT A	
Mailing Address of Promotional Association: PO BOX 9 – 444 MAIN STREET, BLACK HAWK, CO 80422	
President of the Promotional Association: CRAIG PLEVA	
Phone Number: 303-582-1000	E-mail Address: cpleva@monarchblackhawk.com

The following must accompany this Promotional Association/Common Consumption Area Certification Request:

- X **\$100 for Initial Application Fee and Renewal**
- X2 **\$100 for attachment of a Licensed Premises by a Certified Promotional Association**
- N/A **Copy of the Articles of Incorporation and Bylaws**
- N/A **List of all Directors and Officers of the Promotional Association**
- N/A **Written Security Plan**
 - A security plan, including evidence of training (including, but not limited to, TIPS certification) and approval of personnel, a detailed description of security arrangements and the approximate location of security personnel within the Common Consumption Area during operating hours.
- A **Map drawn to scale**
 - A detailed map of the proposed Common Consumption Area, including location of physical barriers, entrances and exits, location of attached licensed premises and identification of licensed premises that are adjacent but not to be attached to the Common Consumption Area.
- N/A **List of dates and hours of operation of the Common Consumption Area**

N/A Documentation showing possession of the Common Consumption Area by the Promotional Association

N/A List of the attached licensees, of which there will be a minimum of two (2), and list the following information:

- Liquor License number
- List of any past liquor violations
- Copy of any operational agreements

B Insurance Certificate of General Liability and Liquor Liability naming the City as an additional insured in a minimum amount of one million dollars (\$1,000,000)

N/A Documentation of how the application addresses the reasonable requirements of the neighborhood and the desires of the adult inhabitants as evidenced by petitions, written testimony or otherwise

Promotional Association/ Common Consumption Area General Guidelines:

- The size of the Common Consumption Area shall not exceed the area approved as the Entertainment District within which the Common Consumption Area is located, but may be a smaller area within the Entertainment District at any time, provided that the new area is clearly delineated using physical barriers to close the area to motor vehicle traffic and to limit pedestrian access;
- Alcohol beverages sold or served within the Common Consumption Area shall be served in a container that is no larger than 16 ounces, is disposable and contains the name of the licensed vendor in at least 24 point font type;
- The Promotional Association or attached licensed premises shall employ only persons to serve alcohol beverages or provide security within the Common Consumption Area who have completed the server and seller training program established by the Director of the Liquor Enforcement Division of the Department of Revenue;
- Revisions and amendments to the original application for Common Consumption Area Designation shall be submitted to the City of Black Hawk Liquor Licensing Authority and approved using the same procedures under which this original request for certification was made;
- Application for attachment of a licensed establishment to an already certified Common Consumption Area shall include an authorization from the Certified Promotional Association; the name of the representative from the licensed establishment who would serve on the Board of Directors of the Promotional Association; an amended map depicting the licensed establishment being added, physical barriers, entrances, exits, currently attached licensed establishments, location of security personnel, and licensed establishments that are adjacent to but not attached to the Common Consumption Area; and an application fee;
- The City of Black Hawk Liquor Licensing Authority (the "Authority") shall consider the merits of the application for a Promotional Association or a Common Consumption Area. If approved, the terms and conditions of the approval remain in effect until the Authority approves a revised or amended application by the Promotional Association.
- The Authority may refuse to certify or may decertify a Promotional Association, if the Association: 1) Fails to submit the annual report as required by January 31st of each year; 2) Fails to establish that the licensed premises and Common Consumption Area can be operated without violating the State or Local Liquor Codes or creating a safety risk to the neighborhood; 3) Fails to have at least two licensed establishments attached to the Common Consumption Area; 4) Fails to obtain or maintain a properly endorsed general liability and liquor liability insurance policy that names the City as an additional insured; 5)

neighborhood or the desires of the adult inhabitants; or 6) Is in violation of 12-47-909, Colorado Revised Statutes, as may be amended from time to time, related to Common Consumption Area operations; and

- Application for Recertification of a Promotional Association must be made by January 31st of each year

Please mark below which days and hours the Common Consumption Area will be open and operational:

The Promotional Association is seeking approval for the following days and hours, but may not operate at all times listed

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
January	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
February	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
March	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
April	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
May	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
June	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
July	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
August	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
September	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
October	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
November	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
December	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours

Any deviation from this schedule shall be reported to the City Clerk's Office at least fifteen (15) days prior to the proposed new date and time.

Certification of Applicant

I hereby certify that the information contained in this certification request and all attachments is true, correct, and complete to the best of my knowledge and that it is my responsibility and the responsibility of my agents/employees and Board of Directors to comply with all applicable Local and State laws, rules, and regulations as they relate to the serving, selling and distribution of alcohol beverages. I also declare that I have read and understand C.R.S. § 12-47-301(11) and Chapter 6, Article XVII of the Black Hawk Municipal Code pertaining to Entertainment Districts.



Authorized Signature

President, Monarch promotional Association, Inc.
Title



Date

Report and Approval of the Local Liquor Licensing Authority

Chairman of Liquor Licensing Authority

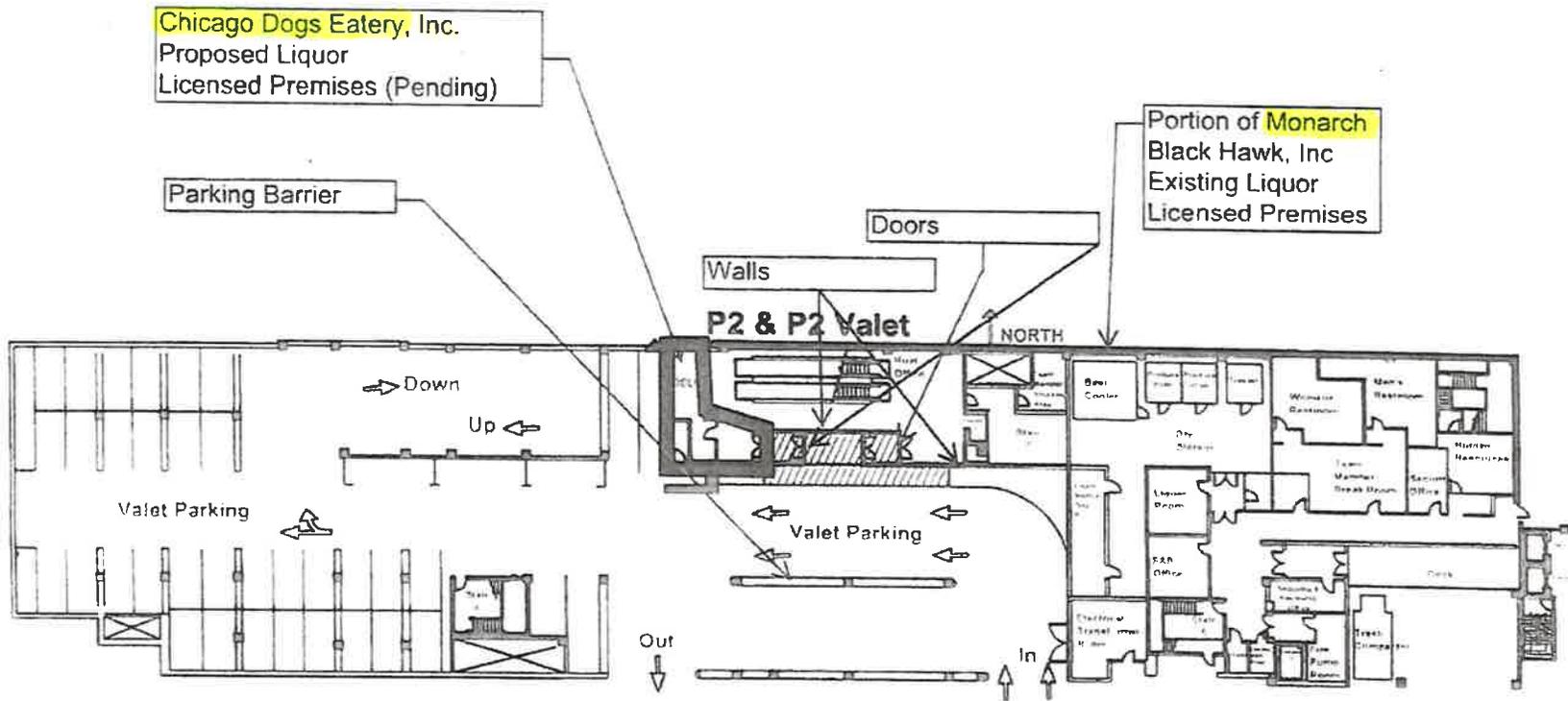
City Clerk

Date

Date

EXHIBIT

A



Chicago Dogs Eatery, Inc.
Proposed Liquor
Licensed Premises (Pending)

Parking Barrier

Portion of Monarch
Black Hawk, Inc
Existing Liquor
Licensed Premises

P2 & P2 Valet

Common Consumption Area/Entertainment District ≈ 614 SQ. FT.

P2 & P2 Valet Total Square Feet ≈ 30,881 SQ. FT.

Monarch Promotional Association, Inc
Proposed Common Consumption Area
444 Main Street, Black Hawk, CO

EXHIBIT

B

DESCRIPTIONS (Continued from Page 1)

respects to General Liability only, in connection to the above referenced project. 30 days notice of cancellation (except nonpayment as required by statute) - 10 days for non-payment of premium follows policy form.

EXHIBIT C: Attachment

Officers and Directors:

Craig Pleva Director, President, Secretary and Treasurer

Lisa Boyer Director

EXHIBIT

D

**Monarch Promotional Association, Inc.
Common Consumption
Security Measures**

The following security plan will be implemented within the Common Consumption Area:

- The security plan will be governed by the terms of the Promotional Association Operations Agreement,
- The Common Consumption Area will be monitored by Monarch's employees and staff as well as Monarch's and Chicago's surveillance to ensure compliance with all applicable laws, rules and regulations.
- All staff and employees of Monarch and Chicago who provide alcohol service for use in the Common Consumption Area will be required to obtain Servsafe® certification and timely maintain all necessary renewals and re-certifications as required.
- All alcohol to be consumed within the Common Consumption Area will be poured in disposable containers with the appropriate logo of the respective Attached Business.
- Monarch will position employees and staff at the main entrances to ensure compliance with all applicable liquor laws, rules and regulations.
- Patrolling of the Common Consumption Area by Monarch's employees and staff will occur to ensure compliance with policies, procedures and applicable liquor laws, rules and regulations.

Exhibit E:

Violations committed by the attached licensed premises:

None.