



REGULAR MEETING AGENDA

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

September 22, 2021
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

3. AGENDA CHANGES:

4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)

5. INTRODUCTION OF NEW EMPLOYEE: Corey Colombin, Information Specialist

6. PUBLIC COMMENT: *Please limit comments to 5 minutes*

7. APPROVAL OF MINUTES: September 8, 2021

8. PUBLIC HEARINGS:

A. CB27, An Ordinance Approving the 2022 Operating Plan and Budget of the Black Hawk Business Improvement District

B. CB28, An Ordinance Approving the First Amendment to the Intergovernmental Agreement Between the City of Black Hawk and Gilpin County Regarding the November 2, 2021, Special Election

9. ACTION ITEMS:

A. Resolution 63-2021, A Resolution Approving Assignment of a Cable Franchise Agreement to Great Plains Communications, LLC

B. Resolution 64-2021, A Resolution Approving the City of Black Hawk Fee Schedule, as Amended

C. Resolution 65-2021, A Resolution Approving the Commercial Lease with the Gift Eclectic, LLC for the Property Located at 317 Gregory Street, Black Hawk, Colorado

D. Resolution 66-2021, A Resolution Approving the Proposal from the Colorado Intergovernmental Risk Sharing Agency (CIRSA) for 2022 Property Casualty Coverage

10. CITY MANAGER REPORTS:

11. CITY ATTORNEY: Petition for Annexation

12. EXECUTIVE SESSION:

Executive Session to hold a conference with the City's Attorney to instruct negotiators regarding City owned land on Artisans Point, Gregory Street Plaza, and other City owned property pursuant to C.R.S § 24-6-402(4)(e), and 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) regarding public finance questions.

13. ADJOURNMENT:

MISSION STATEMENT

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



CITY OF BLACK HAWK NEW EMPLOYEE INTRODUCTION



COREY COLOMBIN **INFORMATION SPECIALIST**

After raising her family in Evergreen for 23 years, Corey and her husband pulled up stakes and gave Grand Junction a try. That was 3 years ago, and they've been craving the fresh mountain air ever since. Corey's work experience varies from Production Coordinator for a magazine, Executive Assistant to the Executive Director of Colorado Lawyers for the Arts to Office Manager at a high-end auto repair facility. In her "spare" time, she writes two columns for Colorado Serenity Magazine ('For the Love of Dog' and 'A Novel Idea'), as well as award-winning freelance writing, editing, and illustrating. Corey dabbles in acrylic painting with her work displayed in public buildings and boutique galleries in Colorado. She has authored three novels, three books for young children, and illustrated 10 more. She is very happy to have landed in the beautiful city of Black Hawk!



**City of Black Hawk
City Council**

September 8, 2021

MEETING MINUTES

Cindy Linker, Community Planning & Development Director, rang the bell to open the meeting.

1. **CALL TO ORDER:** Mayor Spellman called the regular meeting of the City Council to order on Wednesday, September 8, 2021, at 3:00 p.m.

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

Staff Present: City Attorney Hoffmann, City Manager Cole, Fire Chief Woolley, Police Commander Jantz, Finance Director Hillis, Public Works Director Isbester, City Engineer Reed, Maintenance Services Manager Jackson, Community Planning & Development Director Linker, and Deputy City Clerk Martin.

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

3. **AGENDA CHANGES:** City Attorney Hoffmann noted a change on the agenda related to the Executive Session. He said the items under specific legal issues are regarding potential legislation and potential intergovernmental agreements.

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. City Council noted no conflicts.

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

5. PUBLIC COMMENT: Deputy City Clerk Martin confirmed no one signed up to speak.

6. APPROVAL OF
MINUTES: August 25, 2021

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

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

7. PUBLIC HEARINGS:

A. CB25, An Ordinance Appointing a Director to the Board of the Black Hawk Business Improvement District

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann referenced the creation of the Black Hawk Business Improvement District (BID), which requires the City Council to act by Ordinance to approve and fill a vacancy. He said the BID recommended the appointment of Norris Herman Hamilton as the designated elector.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB25, an Ordinance appointing a Director to the Board of the Black Hawk Business Improvement District open and invited anyone wanting to address the Board either “for” or “against” the proposed Ordinance to come forward.

No one else wished to speak, and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve CB25, an Ordinance appointing a Director to the Board of the Black Hawk Business Improvement District.

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

B. CB26, An Ordinance Approving the Enhanced Sales Tax Incentive Program Agreement Between the City and Monarch Growth, Inc.

Mayor Spellman read the title and opened the public hearing.

Finance Director Hillis said in 2014, the registered voters of the City approved a measure allowing a share back of 4% of the sales tax generated from lodging sales at the Monarch hotel, pending issuance of their Certificate of Occupancy for the hotel, which was just issued on August 31st, this Ordinance would formally begin the rebate process.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB26, an Ordinance approving the Enhanced Sales Tax Incentive Program Agreement between the City and Monarch Growth, Inc. open and invited anyone wanting to address the Board either “for” or “against” the proposed Ordinance to come forward.

No one else wished to speak, and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE

Alderman Torres **MOVED** and was **SECONDED** by Alderman Bennett to approve CB26, an Ordinance approving the Enhanced Sales Tax Incentive Program Agreement between the City and Monarch Growth, Inc.

MOTION PASSED

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

8. ACTION ITEMS:

A. Resolution 60-2021, A Resolution Authorizing the Mayor to Execute a Quitclaim Deed on Behalf of the City to a Newly Registered Elector Qualified to Serve on the Silver Dollar Metropolitan District

Mayor Spellman read the title.

City Attorney Hofmann noted that the same individual qualified as an elector of the BID is also qualified to be an elector for the Silver Dollar Metro District (SDMD) and part of being an elector of the SDMD, they receive a 1% interest in property within the SDMD. He added that if Mr. Hamilton ever ceases to be a member, the interest reverts to the City.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 60-2021, a Resolution authorizing the Mayor to execute a Quitclaim Deed on behalf of the City to a newly registered elector qualified to serve on the Silver Dollar Metropolitan District.

MOTION PASSED

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

B. Resolution 61-2021, A Resolution Authorizing the Filing of a Petition for the Exclusion of City-Owned Property from the Timberline Fire Protection District

Mayor Spellman read the title.

City Attorney Hoffmann introduced this item. He said this resolution would authorize the Mayor to sign the petition to exclude Lake Gulch Road, as part of the larger Proximo petition, from the boundaries of Timberline Fire Protection District because the City provides its own fire protection services.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 61-2021, a Resolution authorizing the filing of a petition for the exclusion of City-owned property from the Timberline Fire Protection District.

MOTION PASSED

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

C. Resolution 62-2021, A Resolution Approving the Commercial Lease with the Woodbury Collective Corporation for the Property Located at 327 Gregory Street, Black Hawk, Colorado

Mayor Spellman read the title.

Finance Director Hillis introduced this lease for just over three years at \$0.50 per square foot, including credit applied for construction disruption and a tenant buildout allowance contemplated for improvements.

Alderman Midcap had a few questions about the credit and hours of operation, which Mr. Hillis answered.

MOTION TO APPROVE

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 62-2021, a Resolution approving the commercial lease with the Woodbury Collective Corporation for the property located at 327 Gregory Street, Black Hawk, Colorado.

MOTION PASSED

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

9. CITY MANAGER REPORTS:

City Manager Cole requested approval of the remainder of the 2021 market adjustment. He explained that every year before the budget process, the City conducts market analysis, and for 2021 the amount should have been 3.56%, but due to COVID, the City decided only to

recommend a 1.5% increase. He continued by saying that since then, revenues have been very good. He would now like to recommend the 2.06% balance awarded to employees retroactively back to January 1st. If approved, he will follow up with a budget amendment to be approved by Council.

City Council unanimously agreed to award the balance of 2.06% retroactively back to January 1, 2021.

10. CITY ATTORNEY: City Attorney Hoffmann had nothing to report.

11. EXECUTIVE
SESSION:

City Attorney Hoffmann recommended items number 2 and 5 for Executive Session. The specific legal issues are regarding potential legislation and potential intergovernmental agreements, and the items subject to negotiation are regarding City-owned land on Artisans' Point, Gregory Street Plaza, and other City-owned property.

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:15 p.m. to hold a conference with the City's Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

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

**MOTION TO
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 4:15 p.m.

MOTION PASSED

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

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 4:15 p.m.

Michele Martin, CMC
City Clerk

David D. Spellman
Mayor

**COUNCIL BILL 27
ORDINANCE 2021-27
AN ORDINANCE
APPROVING THE 2022
OPERATING PLAN AND
BUDGET OF THE BLACK
HAWK BUSINESS
IMPROVEMENT DISTRICT**

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

COUNCIL BILL NUMBER: CB27

ORDINANCE NUMBER: 2021-27

**TITLE: AN ORDINANCE APPROVING THE 2022 OPERATING PLAN AND
BUDGET OF THE BLACK HAWK BUSINESS IMPROVEMENT
DISTRICT**

WHEREAS, the Black Hawk Business Improvement District has filed a proposed 2022 Operating Plan and Budget as required by Section 31-25-1211, C.R.S. (“Operating Plan and Budget”); and

WHEREAS, the City has reviewed the Operating Plan and Budget, provided notice of a public hearing held before the Board of Aldermen concerning the Amended Operating Plan and Budget in the manner stated in the Amended 2001 Operating Plan and Budget, and has held the public hearing; and

WHEREAS, the City of Black Hawk has found and does hereby find that the Operating Plan and Budget should be approved.

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

Section 1. Plan Approval. The City of Black Hawk hereby approves the 2022 Operating Plan and Budget, a copy of which is attached hereto and incorporated herein by reference. The services, improvements, and financial arrangements of the District shall conform so far as practicable to the Operating Plan and Budget.

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

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

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

READ, PASSED AND ORDERED POSTED this 22nd day of September, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: 2022 Operating Plan and Budget of the Black Hawk Business Improvement District

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

MOTION TO APPROVE Council Bill 27, An Ordinance Approving the 2022 Operating Plan and Budget of the Black Hawk Business Improvement District.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Black Hawk Business Improvement District has filed the 2022 Operating Plan and Budget as required by Section 31-25-1211. C.R.C. ("Operating Plan and Budget") for Council consideration and approval.

AGENDA DATE: September 22, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

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


DOCUMENTS ATTACHED: Black Hawk Business Improvement District 2022 Operating Plan and Budget and Cover Letter;

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:

REVIEWED BY:



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

Stephen N. Cole
City Manager

Black Hawk Business Improvement District
Office of the District Manager
P. O. Box 663
Black Hawk, CO 80422
303-582-3165
lhailey@centurylink.net

September 7, 2021

Melissa Greiner, City Clerk
City of Black Hawk
P. O. Box
Black Hawk, CO 80422

VIA EMAIL

RE: Black Hawk Business Improvement District ("BID") 2022 Operating Plan

Dear Melissa:

Enclosed is the BID's 2022 Operating Plan approved by the Board at our meeting this morning.

Please note that the BID will continue to suspend a vast majority of their services, transferring funds to the SDMD for operations. The Board will stay in place but will only meet periodically through 2022. Also of note, the Board reduced the 2022 Mill Levy to zero as shown on the 2022 Budget attached.

This Plan is being submitted for City Council consideration.

If you have any questions or need additional information, please do not hesitate to contact me.

Thank you,

Lynnette Hailey
District Manager

Enclosure

CC: Thomas George, Esq. via email

2022 OPERATING PLAN AND BUDGET

**BLACK HAWK
BUSINESS
IMPROVEMENT
DISTRICT**

City of Black Hawk, Gilpin County, Colorado

Spencer Fane LLP and Lynnette Hailey, BID Manager

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2022 OPERATING PLAN AND BUDGET FOR THE BLACK HAWK BUSINESS IMPROVEMENT DISTRICT

PURPOSE AND SCOPE OF THIS DOCUMENT

A. *Why Approve the 2022 Operating Plan and Budget Now?*

The Business Improvement District Act, specifically Section 31-25-1211, C.R.S., requires that the Black Hawk Business Improvement District file an operating plan and budget with the City Clerk no later than September 30th of each year.

Under the statute, the City is to approve the operating plan and budget within 30 days of the submittal of all required information.

B. *What Must Be Included in the Operating Plan?*

Pursuant to the provisions of the Business Improvement District Act, Section 31-25-1201, et seq., C.R.S, as amended, this Operating Plan specifically identifies (1) the composition of the Board of Directors, (2) the services and improvements to be provided by the District, (3) the taxes, fees, and assessments to be imposed by the District, (4) the estimated principal amount of the bonds of the District, and (5) such other information as the City may require.

The District's 1995-1996, 1997, Amended 1997 and 1998, Amended 1998 and 1999, 1999 Amended and 2000, Amended 1999 and Amended 2000, 2000 Amended and 2001, 2002, 2003 and Amended 2003, 2004, 2005, Amended 2005, 2006, and Amended 2006, 2007, 2008, 2009, 2010, 2011, Amended 2011, 2012, 2013, 2014, 2015, 2016, 2017, and, 2018; Operating Plans and Budgets for 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021 previously approved by the City, are incorporated herein by reference, and shall remain in full force and effect except as specifically or necessarily modified hereby.

COMPOSITION OF THE BOARD OF DIRECTORS

The Black Hawk Business Improvement District was organized by Councilman's Bill Number 26, Ordinance Number 95-8 of the City of Black Hawk on July 26, 1995. Under that Ordinance and subsequent enactments, the Board of Directors of the District has been appointed by the City Council. All Board members must, by law, be electors of the District. The Amended 1999 and Amended 2000 Operating Plan and Budget that was approved by the City increased the number of directors from five to seven. The Amended 2019 Operating Plan increased the number of directors from seven to nine. The current members of the Board of Directors are:

Sean Demeule, President
Dodd Hanneman, Vice-President
Brandon Lenssen, Treasurer
Lynnette Hailey, Secretary (not a Board member)

John East, Director/Assistant Secretary
Craig Pleva, Director/Assistant Secretary
Edward E. Smith, Director/Assistant Secretary
Timothy Morrissey, Director/Assistant Secretary
Norris Hamilton, Director/Assistant Secretary (appointed August 2021)

1 vacancy

The Director Sheet attached as **Exhibit I** provides more detailed information.

Future appointments shall be made by the City in accordance with the previously approved operating plans.

DESCRIPTION OF IMPROVEMENTS AND SERVICES

To date, the District has:

- Financed the acquisition of property by the City for the Colorado 279/119 intersection improvements;
- Financed, completed, and furnished to the City, the Main Street Project;
- Entered into an Intergovernmental Agreement with the City to organize the Black Hawk Transportation Authority which operated the shuttle bus system until its dissolution in 2011;
- Issued and has fully paid, as authorized by the Amended 1997 and 1998 Operating Plan and Budget, the Special Improvement District 1997-1 Special Assessment Bonds for additional public improvements to South Main Street (Isle of Capri-Riviera) according to the City-approved plans and has paid for the public improvements;
- Issued and has fully paid, as authorized by the Amended 1998 and 1999 Operating Plan and Budget, the Special Improvement District No. 1998-1, Special Assessment Bonds for additional public improvements to Main Street, Richman Street, limited drainage and appurtenances for the Creek side project (Black Hawk Brewery - KMM - Mardi Gras) according to the City-approved plans and paid for such public improvements;
- Issued and has fully paid, as authorized by the 1997 Operating Plan and Budget, the Special Improvement District No. 1997-2, Special Assessment Bonds for the Richman/Main SID (Lodge) and paid for public improvements to Richman Street (including the bridge), Colorado 119, Main Street, and related items according to the City-approved plans and has paid for such public improvements;
- Issued and has fully paid, as authorized by the 2000 Amended and 2001 Operating Plan and Budget, the Special Improvement District No. 1998-2 Special Assessment Bonds for the Richman/119 SID (Windsor-Hyatt) and has paid for the public improvements;

- Financed, retained Deloitte, and completed a market feasibility study of alternative access - specifically considering the proposed tunnel and related improvements;
- Successfully assisted in the organization of the Silver Dollar Metropolitan District for the Highway 119 lighting project and alternate access project (and, if feasible, alternate access construction project);
- Using the authority approved by the City in the Amended 1999 and 2000 Operating Plan and BID voters, issued the BID's General Obligation Bonds, Series 2000-1 in the aggregate principal amount of \$7 million for highway lighting improvements for Colorado 119 and continued work on the alternate access project. These projects have been assigned, for consideration, to the Silver Dollar Metropolitan District and the BID's General Obligation Bonds, Series 2000-1 have been defeased;
- Designed, and assigned to Silver Dollar Metropolitan District to implement, highway lighting improvements to Colorado 119 from the City of Black Hawk to US 6;
- Began engineering, design, negotiation, and related efforts with DMJM Harris, Weaver General Construction, and other contractors toward development of alternate access from Highway 119 to I-70/US 6 and assigned the project to Silver Dollar Metropolitan District;
- Worked with the City and the four property owners at the corner of Highway 119 and Richman Street concerning a proposed pedestrian bridge project;
- Developed a marketing and promotional program and funded a \$500,000 marketing effort in 2004 and additional marketing in 2005, particularly related to access after the slide on US 6. Marketing is ongoing and included a 2006 effort primarily relating to CDOT maintenance efforts on US 6 and additional work in 2007 and 2008. In 2009 and 2010, the District assisted with marketing efforts after the approval of expanded hours, games, and limits;
- As authorized by the 2003 Amended Operating Plan and Budget, organized and held an election for the Special Improvement District No. 2003-1 (Isle of Capri-Colorado Central Station) for additional public improvements to South Main Street, including a connection to Highway 119 and pedestrian bridges according to City-approved plans for the public improvements;
- Assisted with discussions of matters of interest to the Business Improvement District constituency, such as excavation, historic preservation, and environmental issues;
- In December, 2004, the District advance refunded and defeased its outstanding General Obligation Bonds, Series 1995, in the aggregate principal amount of \$2,125,000, in order to reduce interest costs;
- As authorized by the 2005 Amended Operating Plan and Budget, refunded the SID 1997-1 Bonds, the SID 1998-1 Bonds, the SID 1997-2 Bonds and the SID 1998-2 Bonds, thereby reducing the total interest payable over the life of the obligations by issuing bonds at a lower net interest cost and lower net effective interest rate;

- The District was an organizing and funding supporter of the Black Hawk-Central City Visitors and Convention Bureau until 2011 when it was dissolved;
- In 2012 the BID paid off its bonds and previously paid its SID bonds as planned; and
- In 2011, 2012 and 2013 the BID and the City jointly marketed the City, including the 2011 gold promotion.
- In 2014, 2015, 2016, 2017, 2018 and 2019 the BID continued city promotional/marketing efforts with District Manager Hailey as the lead; funded support of the City shuttle service; and, actively participated in Hwy 119 improvement studies. The marketing efforts will continue into 2022 without City financial participation.

The District Board previously requested the City's consideration to terminate the July 19, 2016 IGA between the BID and the City of Black Hawk. This IGA was specifically adopted for marketing.

In 2019, a majority of the Board decided to suspend all activities of the District, except for basic administration necessary to meet statutory and other legal requirements of the District, retaining the Board members for at least one meeting per year to approve/adopt the annual budget and suspending all tax and device collections and expenditures except as set forth in the District's IGA with the Silver Dollar Metropolitan District.

The District is suspending all services and improvements except for basic administration necessary to meet statutory and other legal requirements of the District into 2022 as listed in the previously approved operating plans. The District Board voted unanimously to reduce the 2022 Budget mill levy to zero.

INCLUSION POLICY

The District and the City hereby reaffirm the inclusion policy stated in the previously approved operating plans:

The owner of any property who, hereafter, (1) seeks a permit from the City to construct or operate a casino or gaming-related customer parking lot on any parcel not included within the District but located within the boundaries of the gaming district along Main Street, or (2) seeks a change in land use from residential to any commercial classification within the gaming district pursuant to the terms of the City zoning ordinance, or (3) seeks an expansion of an existing non-residential land use within the Main Street area of the gaming district by more than 20% as defined by the City zoning ordinance, or (4) seeks to develop a vacant parcel to a non-residential use within the Main Street area of the gaming district; shall receive substantial benefits for the particular parcel of property from the existence and improvements of the District in rough proportionality to the costs associated with inclusion into the District. As a condition of receiving such City permit, the property shall be included into the District. The City intends to enforce this requirement by appropriate ordinances and resolutions.

The City shall assist the BID in the BID's efforts to include other casino and gaming-related customer parking properties into the District.

POPULATION PROJECTIONS

No change in the population projection stated in the previously approved operating plans is anticipated.

DISTRICT BOUNDARIES

On March 19, 2009, by Ordinance No. 2009-9, Bullwhacker's Casino was included into the boundaries of the District following a petition by the landowner.

On September 14, 2011, by Ordinance No. 2011-15, Sasquatch Casino was included into the boundaries of the District following a petition by the landowner.

On August 27, 2014, by Ordinance No. 2014-15, the property at 201 Selak Street was included into the boundaries of the District following a petition by the landowner.

In early 2017 Inclusion documents were provided to both The Lodge for the Dakota property; and Saratoga. It is anticipated that Saratoga will submit its documentation to the BID District Manager for transmittal to the City for review and possible approval in late 2017.

On June 13, 2018, by Ordinance No. 2018-11, the "Dakota property" owned by JIJE, LLC (Lodge Casino) was included into the boundaries of the BID.

On August 8, 2018, by Ordinance No. 2018-13, the "Parking Lot property" owned by Kings, Queens and Jacks (Saratoga) was included into the boundaries of the BID.

There have been no other property inclusions or exclusions to the boundaries of the District since the parking lot property owned by Kings, Queens and Jacks inclusion.

ASSESSED VALUATION

The assessed valuation as reported by the Gilpin County Assessor was:

Year	Assessed Value
1996	\$ 28,332,070
1997	38,312,860
1998	44,753,460
1999	61,228,770
2000	87,064,580
2001	114,309,460
2002	145,844,030
2003	152,001,390
2004	154,968,800
2005	165,472,540

2006	178,738,050
2007	187,733,540
2008	194,262,080
2009	234,439,337
2010	233,846,480
2011	209,859,439
2012	207,835,604
2013	201,301,927
2014	203,633,883
2015	222,568,546
2016	225,327,394
2017	230,748,807
2018	234,372,512
2019	288,858,477
2020	305,901,666

2021 283,223,816 *

*as reported in the August 23, 2021 preliminary figures from the Gilpin County Assessor

INTERGOVERNMENTAL AGREEMENTS

Main Street. The District entered into several intergovernmental agreements with the City concerning the Main Street Project.

Black Hawk Transportation Authority. The District entered into an IGA with the City to organize the Black Hawk Transportation Authority.

Medill Barnes was appointed by the BID Board to the Board of Directors of the Transportation Authority.

By motion adopted on September 21, 2010, the Board approved termination of the Black Hawk Transportation Authority Contract, effective December 31, 2010.

In 2011, the Black Hawk Transportation Authority was dissolved and the City of Black Hawk took over the transportation services previously provided, with the exclusion of service to the City of Central City.

IGA with Silver Dollar Metropolitan District. The BID and Silver Dollar Metropolitan District entered into a contract wherein the (then) new Silver Dollar District undertook the lighting and alternate access projects and reimbursed the BID for those projects.

IGA with CDOT. The BID entered an IGA with CDOT concerning lighting of Highway 119. This agreement was assigned to Silver Dollar Metropolitan District.

IGA with the Cities of Black Hawk and Central City to form the Black Hawk/Central City Visitors and Convention Bureau. Medill Barnes was appointed by the BID Board to the Board of Directors of the Bureau. The Bureau was dissolved in 2011.

New District Director. February 2012 Lynnette Hailey was hired as the District Director of the BID.

IGA with the City of Black Hawk. IGA concerning marketing and promotion of Black Hawk. Lynnette Hailey was appointed by the BID Board as the point of contact in regards to the IGA. The District and City terminated this IGA in 2019.

OPERATION AND MAINTENANCE

The District suspended all activity, except for basic administration necessary to meet statutory and other legal requirements of the District, effective December 31, 2019.

FINANCIAL PLAN

The proposed 2022 budget is attached as **Exhibit II**, final adoption by the BID Board will occur after notice and public hearing as required by the Colorado Local Government Budget Law, and the budget may change following such hearing and prior to adoption.

CURRENT BONDS

Currently, the BID has no outstanding bonds.

Prior Debt and Bonds

The report concerning the General Obligation Bonds Series 1995-1 and Special Improvement District Series 1995-1 Special Assessment Bonds made in the 1998 Operating Plan remains unchanged. The GO Bonds, Series 1995 were refunded and defeased in December, 2004. These bonds were fully paid in 2012.

The BID was very successful in collecting its special assessments and retiring the 1995 SID bonds ahead of schedule. The 1995 SID bonds were fully paid in 2005. Bond repayment costs for the bonds issued for the Main Street Project will be as provided in the amortization schedules for the bonds as listed in the schedules in the official statements.

The SID 1997-1 Bonds, the SID 1998-1 Bonds, the SID 1997-2 Bonds and the SID 1998-2 Bonds are now defeased and were refunded in early 2005, reducing the interest payable over the life of the obligations. The refunding bonds were fully repaid in 2010 from available reserves; therefore, no special assessments for these bonds were imposed in 2011 or thereafter.

In August, 1998, the BID issued its Special Improvement District 1997-1 Special Assessment Bonds in the principal amount of \$2,940,000 for surface, underground and utility improvements for (a) Main Street from Mill Street to the Black Hawk - Central City Sanitation District wastewater treatment plant, (b) widening and improvements to the Mill Street Bridge, (c) signalization at Mill Street and State Highway 119 and Main Street, (d) drainage facilities, and (e) various appurtenances. Details concerning this bond issue were provided in the Official Statement supplied to the City Attorney under separate cover. For various reasons, the City and the landowners in the SID determined that a number of the improvements to the Mill Street Bridge and Colorado 119 should be delayed until CDOT's plans for 119 become more clear. As a result, part of the SID 1997-1 project was cancelled and a portion of the bond proceeds were used to retire part of the SID bonds. The SID 1997-1 improvements (other than the ones abandoned) are complete and the refunding bond debt service was paid as expected.

In December, 1998, the BID issued its Special Improvement District No. 1998-1 Special Assessment Bonds in the principal amount of \$3,000,000 to finance public surface, underground and utility improvements for Main Street widening, a trail along Clear Creek and Creek improvements, Richman/Main intersection widening, traffic signalization improvements and street lights, and various appurtenances adjacent to the site of the proposed Black Hawk Brewery and Casino (now Mardi Gras) and KMM Parking, LLC. Details concerning this bond issue were provided in the Official Statement previously supplied to the City Attorney. The improvements are complete and the refunding bond debt service was paid as expected.

In March, 1999, the BID issued its Special Improvement District No. 1997-2 Special Assessment Bonds Series 1999A in the principal amount of \$2,000,000 and Series 1999B in the principal amount of \$4,000,000 for street and drainage improvements to and along portions of Main Street and Richman Street, including the construction and installation of traffic islands, curbs, gutters, landscaping, sidewalks, signalization, lighting and utility extensions, and associated paving and striping; street and drainage improvements to and along portions of Colorado Highway 119, including the construction and installation of curbs, gutters, drainage structures, a retaining wall, guard rails, signalization, lighting and associated paving and striping; and the construction of a bridge, canalization improvements to and a segment of a pedestrian path along North Clear Creek. Details concerning this bond issue were provided in the Official Statement previously supplied to the City Attorney. The improvements are complete and the refunding bond debt service was paid as expected. The IRS has concluded an investigation of the tax-exemption for some of the bonds issued for the project. An agreement between the BID and the IRS concluded the matter and settled outstanding issues. The matter is now closed. Costs arising from the SID have been paid by the SID and landowner under indemnification provisions of the SID petition and associated landowner agreements.

In June, 2001, the BID issued its \$3,000,000 Special Improvement District 1998-2 Special Assessment Bonds for the Richman/119 project (Windsor-Hyatt SID) for various road, drainage, lighting, water, sewer and other public improvements. Work on the improvements is complete and debt service is being paid as expected. The bankruptcy filing previously affecting the property in this SID has not resulted in any interruption of the assessment payments. During 2006, Ameristar, as the current owner of the property in SID 1998-2, requested and received information about the SID and procedures for early retirement of the bonds.

The District obtained voted authority from its electors in November, 1999 for \$4 million for lighting of Colorado 119 and US Highway 6 and \$3 million for alternate access studies and related items. The BID issued its Series 2000-1 General Obligation Bonds in the aggregate principal amount of \$7 million. Work on the project began. With the organization of the Silver Dollar Metropolitan District, the Silver Dollar District acquired the projects from the BID for a payment that, together with unused bond proceeds held by the BID, was sufficient to purchase federal securities to defease the BID's Series 2000-1 General Obligation Bonds. As a result, the Series 2000-1 Bonds are no longer considered to be outstanding debt of the BID. As provided in the escrow documents, the debt service shall be paid as provided in the Official Statement previously supplied to the City Attorney.

November 2000 Election Results

The electors of the BID approved two ballot issues that were on the BID ballot for a mail ballot election in November, 2000. The first question deBruced ad valorem tax revenues generally (with no increase in the mill levy) and protected against the possible negative effects of the failed Tax Cut 2000 initiative. The second question increased the revenue and spending limit of the BID by \$8 million annually which allowed the BID to accept reimbursements by the Silver Dollar Metropolitan District of the BID's costs of the lighting, alternate access, organization of the Silver Dollar District, and general expenses. The BID used this authority to accept amounts received from the Silver Dollar District (plus other funds) to defease the BID's \$7 million General Obligation Bonds, Series 2000-1.

The Board also approved a resolution to place a ballot issue on the November, 2000 ballot to approve SID bonds for the Jackpot Springs public improvements to Colorado 119 and appurtenances, subject to City approval and completion of the necessary documentation; however, this question did not appear on the ballot due to the Jackpot Springs landowner's decision not to include the property into the BID at this time.

Bond Refundings to Produce Savings

Pursuant to the 2004 Operating Plan, the District's General Obligation Bonds, Series 1995 were refunded and defeased in order to reduce interest costs.

Pursuant to the Amended 2005 Operating Plan, the SID 1997-1 Bonds, the SID 1998-1 Bonds, the SID 1997-2 Bonds and the SID 1998-2 Bonds were refunded by issuance of Special Assessment Refunding Bonds Series 2005A, 2005B and 2005C, thereby reducing the total interest payable over the life of the obligations by issuing bonds at a lower net interest cost and lower net effective interest rate. The refunding bonds have been fully paid and so are no longer outstanding.

Proposed Debt and Bonds

Pursuant to the Amended 2003 Operating Plan, issuance of up to \$21,000,000 of special assessment bonds to complete the South Main Extension Project was requested by the newly created Special Improvement District No. 2003-1 at the November 4, 2003 election; however, on the advice of the landowners in the SID (Isle of Capri, its garage, and Colorado Central Station [now Lady Luck] Casinos), the election question allowed up to \$23,000,000, but the amount over

\$21,000,000 may only be used if approved by the City in the future by an amendment to this Operating Plan.

It is not known at this time whether the Richman/119 SID will progress to an additional bond issue (if hotel rooms are provided).

SID 2006-1

Riviera Black Hawk, Inc., as owner of the Riviera Casino, filed a petition with the District requesting the organization of SID 2006-1, with bond authority for up to \$5 million for street, lighting, signalization and bridge improvements for the South Main Street extension and Colorado 119. The BID created the SID and scheduled an election for this SID to be held on November 7, 2006. The City's approval of the Amended 2006 and 2007 Operating Plan and Budget included the ratification of the BID's prior actions on SID 2006-1, the election, and authority to proceed with issuing up to \$5 million of bonds for SID 2006-1 and taking such other actions relating to SID 2006-1 as the BID Board of Directors deems necessary or convenient. This 2016 Operating Plan and Budget continues this authority.

Device Tax Bond Proceeds

Previously, the City issued approximately \$2,250,000 in device tax bonds to assist in the completion of the Main Street Project. The BID worked to expend as little of the proceeds of these bonds as was reasonably possible while completing a high quality project. The City agreed to use the remaining proceeds for retirement of the device tax bonds.

A number of years ago, the District and the Black Hawk - Central City Sanitation District settled the dispute concerning the financing of the replacement sanitary sewer line in Main Street and the proceeds of the settlement were provided to the City for payment of a part of the device tax bonds issued to support the Main Street Project.

In 2010 SID 1998-1, SID 1997-2, Series A and B and SID 1998-2 were fully defeased. The District's General Obligation Bonds, Series 1995 were paid in 2012 and no other bonds are outstanding.

Because of the timing of the issuance of the Silver Dollar District's 2001 bond issue that was used to acquire the Highway 119 lighting and alternate access projects from the BID, (the issuance came after December 15), the debt service levy certified for the BID's 2000-1 General Obligation Bonds was unavoidably collected in 2001, but the payments were refunded to the taxpayers as the tax receipts were received by the BID.

No other bond issues are authorized at this time.

Operations

The draft 2022 budget attached to this Operating Plan as **Exhibit II** shows the General Fund, revenues and expenditures.

All operations in 2022 continue to be suspended, except for basic administration necessary to meet statutory and other legal requirements of the District.

Certification of the mill levy for collection in 2021 shall be made by the Board of the BID on or before December 15, 2021. The amount of the operational mill levy is set at the maximum of 4.073 without a TABOR election based on the BID's operational expenses with no debt service requirements in 2021, and is subject to Board approval, but in no event will the operational levy exceed the voter-approved authorization of 4.073 mills.

The draft 2022 budget attached as **Exhibit II** shows the expected mill levy, fees, and expenditures. The budget may be revised following the BID's formal budget hearing schedule during or before the last quarter of 2021.

PROCEDURE FOR OBTAINING A CITY APPROVAL OF MODIFICATIONS OF THE OPERATING PLAN

The 1995 Operating Plan for the District included a cumbersome method for the amendment of the Operating Plan. To simplify the procedures, the Section of the 1995 Operating Plan entitled "PROCEDURE FOR OBTAINING A CITY APPROVAL OF MODIFICATIONS OF THE OPERATING PLAN" was superseded and replaced by the 1999 Operating Plan, and that revision was superseded and replaced by a procedure listed in the 1999 Amended and 2000 Operating Plan by making minor revisions as requested by the City. No change is proposed in the current procedure, which is:

A. In such detail as may be reasonably requested by the City, the District shall set forth a written proposal for the modification of the Operating Plan ("Amendment").

B. The District shall file the Amendment with the City Manager and the City Attorney.

C. The City Clerk shall cause to be scheduled, and shall inform the District of, the date, time, and place for a public hearing by the City Council on the Amendment.

D. The City shall provide posted public notice of the date, time, place and purpose of the public hearing on the Amendment. Such notice may be combined in the notice of any other agenda item that may come before the Council and shall be posted at the time, in the location, and in the manner, as is provided by City ordinance for the posting of notice for regular meetings of the Council. Failure of the notice to specify that a public hearing shall be conducted concerning the Amendment shall not affect the validity of the notice.

E. The Council shall hold a public hearing on the Amendment in accordance with its regular procedures for public hearings.

F. The Council shall, within 30 days of the conclusion of the public hearing, adopt an ordinance approving, conditionally approving, or disapproving the Amendment as appropriate under the circumstances.

CITY OVERSIGHT OF DISTRICT ACTIVITIES

The District hereby submits the 2022 annual Operating Plan and Budget, including a brief report of District activities for the past year. In addition, the following is submitted:

- (1) District Name: Black Hawk Business Improvement District.
- (2) District Contact Person, address, telephone number, and fax number. (see attached **Exhibit I**).
- (3) Board of Director names, addresses, telephone numbers, fax numbers where applicable. (see attached **Exhibit I**).
- (4) Current Budget. (see attached **Exhibit II**).
- (5) Most recent Audit or Audit Exemption Application. (The District's 2021 audit may be included as a component unit of the City's audit).
- (6) Copy of any filing required by or for the State Securities Commissioner. (none required).
- (7) A list of all intergovernmental agreements of the District. (All intergovernmental agreements are listed above, no other such agreements exist).
- (8) Any alteration or revision to the debt service schedules provided in the operating plan. There are no currently outstanding debts. (A copy of the debt service schedules from the official statements for the prior bond issues were previously provided to the City. The South Main SID, Creekside SID, Richman SID and Richman/119 SID bond Official Statements were previously provided. For the General Obligation Bonds, Series 2000-1, for lighting and/or the alternate access study, the amortization schedules and documents for those bonds were previously provided to the City.)
- (9) A list of all lease-purchase agreements and a summary of their terms. (none).
- (10) A description of activities performed in the last budget year. (see above).
- (11) An Operating Plan description of activities to be performed in the next budget year (similar to this plan, although shortened) and a Budget for that year. (see above).

CONCLUSION

It is submitted that this Operating Plan and Budget consisting of the discussion of operational and debt service costs above for the Black Hawk Business Improvement District meets the requirements of the Business Improvement District Act. The Board of Directors respectfully requests City approval of the 2022 Operating Plan and Budget as submitted.

EXHIBIT I

BOARD OF DIRECTORS:

Sean Demeule, President
Ameristar Casinos Inc.
PO Box 45

Black Hawk, CO 80422

Term: Appt. 08/23/16 President 6/30/20

(w) 720-946-4010

(c) 318-393-1090

sean.demeule@pknmail.com

Dodd Hanneman, Vice-President

Z Casino - Maverick

PO Box 49

Black Hawk, CO 80422

Term: Appt. 11/21/2019

(w) 303-582-

(c) 303-859-7700

dhanneman@maverickgaming.com

Brandon Lenssen, Treasurer

Premier Entertainment Black Hawk, LLC

Golden Mardi Gras

PO Box 47

Black Hawk, CO 80422

Term: Appt. 09/28/18

(w) 303-582-2600 x 3001

(c) 720-480-3738

blenssen@goldenmardigras.com

Edward E. Smith, Director/Assistant Secretary

PO Box 513

Black Hawk, CO 80422

Term: Appt. 04/5/2000

(w) 303-582-3412

(f) 303-582-3508

wildcardca@aol.com

John East, Director/Assistant Secretary

BH Gaming & Development Company

PO Box 17432

Golden, CO 80402

Term: Appt 09/12/07

(w) 303-582-6300

(f) 303-582-6464

(c) 303-918-1102

jeast@bhwk.com

Craig Pleva, Director/Assistant Secretary

Monarch Black Hawk

444 Main Street

Black Hawk, CO 80422

Term: Appt. 08/28/14

(w) 720-406-3754

(c) 720-219-8136

cpleva@monarchblackhawk.com

Tim Morrissey, Director/Assistant Secretary

Saratoga Casino Black Hawk

101 Main Street

Black Hawk, CO 80422

Term: Appt. 10/22/20

(c) 775-233-8100

TMorrissey@SaratogaCasinoBH.com

Norris Hamilton, Director/Assistant Secretary
Caesars Entertainment
Eldorado Lady Luck & Isle Casino, Black Hawk
401 Main Street
Black Hawk, CO 80422
Term: Appt. 09/07/21

(O) 303-998-7710
(M) 812-219-5555
NHamilton@harrahs.com

DISTRICT MANAGER/CONTACT PERSON

Lynnette Hailey
PO Box 663
Black Hawk, CO 80422

Deliveries:
100 Marchant Street
Black Hawk, CO 80422

303-582-3165
(c) 303-585-1726
lhailey@centurylink.net

EXHIBIT II
2022 Proposed Budget

Black Hawk Business Improvement District

Prepared:

9/17/2021

General Fund
For the Year Ending December 31, 2022

	Budget 2021	Actual through August 17, 2021	Estimate 2021	Budget 2022
Beginning Fund Balance	\$ 376,735	\$ 1,118,665	\$ 1,118,665	\$ 1,783,402
Revenue:				
Property Taxes	1,245,937	1,211,737	1,245,937	-
Specific Ownership Taxes	75,000	54,039	75,000	75,000
Interest Income	6,000	2,160	1,000	6,000
Total Revenues	1,326,937	1,267,936	1,321,937	81,000
Total Revenue and Fund Balance	1,703,672	2,386,601	2,440,602	1,864,402
Expenditures:				
Accounting	8,000	3,520	8,000	7,500
Auditing	4,200	4,200	4,200	4,200
Insurance	2,000	1,648	2,000	2,000
Legal	5,000	1,971	10,000	5,000
Treasurer's Fees	24,919	36,729	32,000	-
Miscellaneous	1,000	445	1,000	1,000
Transfers to Silver Dollar Metropolitan District	1,326,937	408,320	600,000	850,000
Contingency	-	-	-	-
Total Expenditures	1,372,056	456,833	657,200	869,700
Ending Fund Balance	\$ 331,616	\$ 1,929,768	\$ 1,783,402	\$ 994,702
Assessed Valuation	305,901,666			283,223,816
Mill Levy	4.073			0
Total Property Taxes	\$ 1,245,937			\$ -

**COUNCIL BILL 28
ODINANCE 2021-28
AN ORDINANCE
APPROVING THE FIRST
AMENDMENT TO THE
INTERGOVERNMENTAL
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND GILPIN
COUNTY REGARDING
THE NOVEMBER 2, 2021
SPECIAL ELECTION**

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

COUNCIL BILL NUMBER: CB28

ORDINANCE NUMBER: 2021-28

TITLE: AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND GILPIN COUNTY REGARDING THE NOVEMBER 2, 2021 SPECIAL ELECTION

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

Section 1. The First Amendment to the Intergovernmental Agreement between the City of Black Hawk and Gilpin County regarding the City's November 2, 2021 Special Election, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

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

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

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

READ, PASSED AND ORDERED POSTED this 22nd day of September, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: First Amendment to the Intergovernmental Agreement with Gilpin County for the November 2, 2021 Special Election

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

MOTION TO APPROVE Council Bill 28, An Ordinance Approving the First Amendment to the Intergovernmental Agreement Between the City of Black Hawk and Gilpin County Regarding the November 2, 2021 Special Election

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The County Clerk and the City have adjusted their respective duties related to preparation for the election, specifically, as to preparation and mailing of the ballot issue notice prior to the November 2, 2021, coordinated election and wish to memorialize the adjustment by amendment to the agreement. Fees for the adjustment are memorialized by the attached Revised Exhibit A to the agreement.

AGENDA DATE: September 22, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: Administrative Services Election Line Item

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

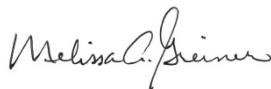
STAFF PERSON RESPONSIBLE: Melissa A. Greiner
City Clerk/Administrative Services Director

DOCUMENTS ATTACHED: First Amendment to the IGA and Revised Exhibit A.


RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



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



Stephen N. Cole
City Manager

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR 2021 COORDINATED ELECTION**

WHEREAS, Gilpin County (the "County") by the Gilpin County Clerk and Recorder, hereinafter referred to as "County Clerk", and the City of Black Hawk (the "City") entered into an Intergovernmental Agreement for 2021 Coordinated Election, which was approved by Ordinance 2021-21, of the City of Black Hawk City Council (the "Agreement");

WHEREAS, since that time, the County Clerk and the City have adjusted their respective duties related to preparation for the election and, specifically, as to preparation and mailing of the ballot issue notice prior to the November 2, 2021, coordinated election; and

WHEREAS, for clarity, the County Clerk and the City wish to memorialize this adjustment by amendment to the Agreement.

NOW, THEREFORE, the County and the City (each a "Party" and collectively, the "Parties") agree to amend the Agreement as follows:

1. Section 4 of the Agreement is replaced to read as follows:

4. Ballot Issue Notices. The City certified the ballot content to the County Clerk by September 3, 2021, pursuant to C.R.S. § 1-5-203(3)(a). The ballot content was provided by the City to the County Clerk in Microsoft Word document format, attached in an e-mail to the County Clerk at elections@gilpincounty.org. The City shall prepare and mail the ballot issue notice required by law, and the City shall be solely responsible for the notice's preparation, accuracy, and the language contained therein. At least thirty (30) days before the election, the City shall mail the ballot issue notice to each address of active registered electors as required by law, but, in any case, not later than October 1, 2021, as required pursuant to Article X Section 20 (3) (b) of the Colorado Constitution.

2. All other terms and conditions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be effective this _____ day of _____, 2021.

GILPIN COUNTY

CITY OF BLACK HAWK

By: _____
Sharon McCormick
Gilpin County Clerk and Recorder
Date: _____

By: _____
Name: David D. Spellman
Title: Mayor
Date: September 22, 2021

Attest: _____

Linda Isenhardt, Chair
Board of County Commissioners
Date: _____

Attest: _____

Exhibit A revised 9/16/21

Estimated Costs for City Election

November 2021

86 (Active) Voters x \$2.77 cost per voter = \$238.22

Cost estimates include set up fees, postage, printing, processing, election judges

Legal - Attorney's Fees = \$0 at this time additional legal fees may apply in the event of subsequent legal consultation on election matters, challenges, or CORA requests or other election matters related to Black Hawk's election.

Total: \$238.22

RESOLUTION 63-2021
A RESOLUTION
APPROVING
ASSIGNMENT OF A
CABLE FRANCHISE
AGREEMENT TO GREAT
PLAINS
COMMUNICATIONS, LLC

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

Resolution No. 63-2021

**TITLE: A RESOLUTION APPROVING ASSIGNMENT OF A CABLE FRANCHISE
AGREEMENT TO GREAT PLAINS COMMUNICATIONS, LLC**

WHEREAS, on December 1, 2010, the City entered into a ten (10) year non-exclusive cable television franchise agreement with CAP Cable, LLC, a Colorado Limited Liability Company ("CAP Cable"), known locally as USA Communications;

WHEREAS, in 2018, by amendment, the City and CAP Cable extended the term of that agreement until December 1, 2030;

WHEREAS, the City has received a request from CAP Cable to assign the existing cable franchise agreement (the "Franchise") to Great Plains Communications, LLC ("GP Comm");

WHEREAS, Section 7.1 of the Franchise requires CAP Cable to obtain the City's prior consent for the assignment of the Franchise in writing;

WHEREAS, Section 7.1 of the Franchise also requires a transfer or assignment of the Franchise to conform with applicable FCC requirements; and

WHEREAS, CAP Cable and GP Comm have represented that the transfer to GP Comm conforms with applicable FCC requirements; that GP Comm has the financial, technical, and legal ability to fulfill the obligations of the Franchise; and that the assignment of the Franchise to GP Comm will serve the public interest.

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

Section 1. Based on the representations of CAP Cable and GP Comm, the City Council hereby approves assignment of the Franchise from CAP Cable to GP Comm and authorizes the Mayor to sign such documents as may be deemed appropriate by the City Attorney to approve and finalize such assignment.

RESOLVED AND PASSED this 22nd day of September, 2021.

ATTEST:

David D. Spellman, Mayor

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Assignment of a Cable Franchise Agreement to Great Plains Communications, LLC

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

MOTION TO APPROVE Resolution 63-2020, a Resolution Approving Assignment of a Cable Franchise Agreement to Great Plains Communications, LLC.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

CAP Cable and GP Comm have represented that the transfer to GP Comm conforms with applicable FCC requirements; that GP Comm has the financial, technical, and legal ability to fulfill the obligations of the Franchise; and that the assignment of the Franchise to GP Comm will serve the public interest.

AGENDA DATE: September 22, 2021

FUNDING SOURCE: N/A

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann, City Attorney

DOCUMENTS ATTACHED: N/A

RECORD: [] Yes [X] No

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

SUBMITTED BY:



Stephen N. Cole, City Manager

RESOLUTION 64-2021
A RESOLUTION
APPROVING THE CITY OF
BLACK HAWK FEE
SCHEDULE, AS AMENDED

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 64-2021

TITLE: A RESOLUTION APPROVING THE CITY OF BLACK HAWK FEE SCHEDULE, AS AMENDED

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

Section 1. The City of Black Hawk Fee Schedule, as amended, attached hereto as **Exhibit A**, is hereby approved.

RESOLVED AND PASSED this 22nd day of September, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2021 City of Black Hawk Fee Schedule Amendment.

RECOMMENDATION:

MOTION TO APPROVE *Resolution 64-2021, a Resolution approving the City of Black Hawk Fee Schedule, as amended.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Incorporated into the accompanying Fee Schedule, Exhibit A, are changes proposed by City staff. Reference Conveyance Fees.

AGENDA DATE: September 22, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

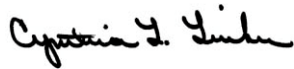
STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Director

DOCUMENTS ATTACHED: Resolution 64-2021
Exhibit A - Amended 2021 Fee Schedule

RECORD: ☐ Yes ☒ No

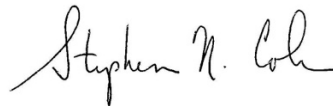
CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D

REVIEWED BY:



Stephen N. Cole, City Manager

EXHIBIT A
AMENDED FEE SCHEDULE

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Business/Sales Tax License		
Business License-New & Renewal	\$50.00	
Gaming License Related Fees		
Transportation Device Fee	\$40.80	per device/per year
Ambulance Fee (Silver Dollar Metro District Devices Excluded)	\$2.50	per device/per month
General Device Fee (except live table games)	\$1,050.00	per device/per year
General Device Fee on Table Games with Live Dealers	\$4,200.00	per device/per year
Liquor License		
Application Fee - new license	\$1,000.00	
Retail Liquor Store	\$22.50	
Liquor-licensed Drugstore	\$22.50	
Beer and Wine	\$48.75	
Hotel and Restaurant	\$75.00	
Tavern	\$75.00	
Optional Premises	\$75.00	
Club	\$41.25	
Retail Gaming Tavern	\$75.00	
Brew Pub	\$75.00	
Arts	\$41.25	
Racetrack	\$75.00	
Distillery Pub	\$75.00	
Lodging & Entertainment	\$75.00	
Vitner's Restaurant	\$75.00	
Fermented Malt Beverage On Premises	\$3.75	
Fermented Malt Beverage Off Premises	\$3.75	
Fermented Malt Beverage On/Off Premises	\$3.75	
Art Gallery Permit	\$3.75	
Bed & Breakfast Permit	\$3.75	
Mini Bar Permit w/Hotel Restaurant License	\$48.75	
Annual Renewal Application Fee	\$100.00	
Late Renewal	\$500.00	
Special Event Liquor Permit	\$100.00	
Fingerprint Analysis (credit card payment through Idemia)	\$48.50	each analysis (\$38.50 + \$10 vendor service fee)

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Corp/LLC Change (per person)	\$100.00	
Change of Location	\$750.00	
Change of Manager (H&R, Tavern, L&E, and Campus Liquor Complex)	\$75.00	
Promotional Association Certification Application	\$100.00	
Attachment of a Licensed Premise	\$100.00	
Annual Renewal	\$100.00	
Lodging License		
Lodging License	\$100.00	
Short-Term Rental License	\$100.00	
Retail Marijuana License		
Initial Operating Fee	\$2,500.00	
Annual Renewal and Operating Fee	\$1,500.00	
late renewal	\$500.00	
Transaction Fee	\$2.00	
Change in Corporate Officers, Directors, or Manager	\$100.00	
Fingerprint Analysis (credit card payment through Idemia)	\$48.50	each analysis (\$38.50 + \$10 vendor service fee)
Escort Services License		
Application Fee	\$300.00	
Application Investigation Fee (Police Department)	\$250.00	
Renewal Fee	\$200.00	
Pawnbrokers Business License		
Application Fee	\$2,200.00	
Renewal Fee	\$5.00	
Investigation and Processing Fee	\$200.00	
Sexually Oriented Business License		
Application Fee	\$750.00	
Renewal Fee	\$1,000.00	
Transfer of Ownership	\$200.00	
Manager's License	\$250.00	
Misc. Licenses/Permits		
Dog License Annual Fee (Males & spayed females)	\$3.00	
Dog License Annual Fee (Unspayed females)	\$5.00	
Newsrack Permit	\$0.00	

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Public Assembly Permit (for profit organizations)	\$100.00	
Recreational Vehicle and Equipment Permit	\$0.00	
Mobile Auto Repair Permit and Annual Renewal	\$25.00	
Street Vendor Conditional Use Permit	\$100.00	for 6 months for each vehicle used
Shuttle Owner/Operator Registration and Annual Renewal	\$100.00	
Private Social Club Permit	\$100.00	
Solicitation		
Permit Fee	\$100.00	
Renewal Fee	\$50.00	
Fingerprint Fee/Background Check (credit card payment through Idemia)	\$26.50	each analysis (\$16.50 + \$10 vendor service fee)
Identification Badge	\$25.00	
Replacement Identification Badge	\$25.00	
Special Event Fees		
First day	\$50.00	
Each additional day	\$30.00	
Bicycle Event Permit	\$100.00	
Franchise Fees		
Cable Television Franchise Fee		
New Application	per contract	
Transfer	per contract	
Gas and Electric Franchise	3%	of all received revenues
Transfer	per contract	
Dory Hill Cemetery		
Plot Fee	\$50.00	
Burial Fee - Casket	\$400.00	
Burial Fee - Cremated Remains	\$150.00	
Miscellaneous		
Code Books	online	
Open Records Request Research Fee	\$33.58	after first hour/per hour
Copies made	\$0.25	page
Public Hearing Notice Publication Fee	Actual Cost	plus 15% City Administration Fee
Reference: Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees		

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Building Fees		
<p>Building Fees cover the cost of an initial Plan Review, one (1) round of response comments and primary inspections for Building, Plumbing, Mechanical, Electrical, and Structural. A reinspection fee is invoiced separately.</p> <p>Public Improvement Plan Review and Inspection fees are NOT collected with the Building Fee. These fees are invoiced separately using the Land Use fee schedule.</p>		
Building Permit Fees Based on Total Valuation		
\$1.00 to \$500	\$23.50	
\$501 to \$2,000	\$23.50	for 1st \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$69.25	for the 1st \$2,000 plus \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.25	for the 1st \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75	for the 1st \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$993.75	for the 1st \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,233.75	for the 1st \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75	for the 1st \$1,000,000 plus \$3.65 for each additional \$1,000, or fraction thereof
Initial Building Plan Review - initial review and one (1) response comments	65%	of the Building Permit fee calculated above
Additional Building Plan Review/Response Comments	\$150.00	an hour plus 15% City Administration Fee
Structural Engineering Review and Consulting Fee (3rd party)	Actual Cost	actual cost plus 15% City Administration Fee. City reserves the right to have a 3rd party Structural Engineer perform an independent review. All associated costs above and beyond the standard permit fee shall be incurred and paid by the applicant or property owner.
Building Consulting / Miscellaneous Services	\$150.00	an hour plus 15% City Administration Fee - Includes all services not listed
Inspections Outside of Normal Business Hours	\$200.00	an hour with a four (4) hour minimum plus 15% City Administration Fee
Re-Inspection Fee *Contractor/Homeowner not ready *Contractor/Homeowner not on site *Contractor/Homeowner disregards correction items	\$150.00	an hour for each re-inspection plus 15% City Administration Fee

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Special Investigation Fee - staring work without a permit.	\$500.00 \$1000.00 \$1500.00	1st Occurrence plus 15% City Administration Fee 2nd Occurrence plus 15% City Administration Fee 3rd Occurrence and each additional Occurrence plus 15% City Administration Fee
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee
Excavation Permit (commercial and residential alteration or addition)	\$7.00	per cubic yard
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance,		
Electrical Fees		
Electrical Only Plan Review - initial review and one (1) response comments	65%	of the Electrical Permit fee calculated below.
Additional Electrical Plan Review/Response Comments	\$150.00	an hour plus 15% City Administration Fee
Residential Electrical Only Installation: (New, Remodel, Addition) (Round sq. ft. up to next 100 for calculation).		
Residential Installation (Based on enclosed living area only)		
LIVING AREA:		
≤ 1,000 sq. ft.	\$115.00	
1,001 sq. ft. but ≤ 1,500 sq. ft.	\$172.00	
1,501 sq. ft. but ≤ 2,000 sq. ft.	\$230.00	
≥ 2,001 sq. ft. (\$228.00 + (\$10.00) x each additional 100 sq. ft.)	Calculated Fee	
EXAMPLE: (2235 sq. ft.) first 2000 sq. ft. = \$228 + (300 (235 rounded up to next 100) x \$10.00) = \$258.00		
Commercial and other fees: Including some residential installations that are not based on square footage (not living area, i.e., garage, shop, etc.) Fees in this section are calculated from the total cost to customer (contract price), including electrical materials, items and labor - whether provided by the contractor or the property owner.		
Valuation of Installation (Based on cost to customer of labor, material and items)		
≤ \$2,000 = \$113.00 (base fee)	\$115.00	

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

≥ \$2,001 add \$10.00 per thousand of job valuation (always round up the next \$1000) to the Base Fee (\$113.00)	Calculated Fee	
EXAMPLE: The cost of the installation is \$5,150 (round up to \$6,000) (6 x \$10 = \$60) The base fee (shown above): \$113 + (6 x \$10.00) \$60 = \$173.00 Total Fee		
Mobile/Modular/Manufactured Home Set (per unit)	\$115.00	
Temporary Heat Release	\$115.00	
Temporary Electrical Meter	\$115.00	
Solar Permit Fees - Residential or Commercial Fees are calculated from the total cost to customer (contract price), including materials, items and labor - whether provided by the contractor or the property owner.		
Valuation of Installation (Based on cost to customer of labor, material and items)		
Not more than \$2000 (Base Fee)	\$115.00	
≥ \$2,001 add \$113.00 + \$10.00 per thousand of total job valuation (always round up the next \$1000)	Calculated Fee	
EXAMPLE: The valuation if \$5,150 (round up to \$6,000) the base fee as shown above; \$113.00 + (6x(\$10.00)) = \$173.00 total fee*		
Senate Bill 17-179 placed a cap on solar permit fees of: \$500.00 for residential installation and; \$1,000 for commercial installations. Caps on the permit fee are a combination of the solar (DC) installers permit are a combination of the solar (DC) installers permit and the electrical (AC) permit. Whichever one is issued first, the total fee for the second permit combine with the fee for the first permit cannot exceed the cap fees shown above.		
Special Investigation Fee - staring work without a permit.	\$500.00 \$1000.00 \$1500.00	1st Occurrence plus 15% City Administration Fee 2nd Occurrence plus 15% City Administration Fee 3rd Occurrence and Each Additional Occurrence plus 15% City Administration Fee
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Re-Inspection Fee: *Contractor/Homeowner not ready *Contractor/Homeowner not on site *Contractor/Homeowner disregards correction items A re-inspection fee may be assessed when additional inspections are required when the job is not ready for inspection (if 5 or more correction items are cited), access is not provided, violations from the last inspection are not completed, etc.	\$150.00	an hour for each re-inspection plus 15% City Administration Fee
1. Ensure that the work is completed within the time limitation of the permit. 2. Install electrical according to the currently adopted edition of the Colorado electrical Code (NEC). 3. Request an electrical inspection <i>prior</i> to covering and a final inspection <i>prior</i> to occupancy. 4. Temporary construction meters require a separate permit application from any other activity.		
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.		
Conveyance Consulting Services		
Compliance Training	\$155/per hour	Help owners/managers/maintenance understand their part in keeping units code compliant, plus 15% City Administration Fee.
Contract Review	\$780/per unit	Review current contract and help in writing new contracts, plus 15% City Administration Fee.
Conveyance Operation Training	\$155/per hour	Provides owners/managers/maintenance personnel with knowledge of all operations of chosen conveyances, plus 15% City Administration Fee.
Capitol Plans	\$840/per unit	Review of conveyance with plan for future improvements and necessary repairs. Includes performance review, plus 15% City Administration Fee.
Maintenance Evaluation < 10 Traction	\$525/per unit	Provide a detailed evaluation of maintenance performed along with code items in a professional report, plus 15% City Administration Fee.
Maintenance Evaluation \geq 10 Traction	\$420/per unit	Provide a detailed evaluation of maintenance performed along with code items in a professional report, plus 15% City Administration Fee.
Maintenance Evaluation < 10 Hydraulic	\$455/per unit	Provide a detailed evaluation of maintenance performed along with code items in a professional report, plus 15% City Administration Fee.

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Maintenance Evaluation \geq 10 Hydraulic	\$360/per unit	Provide a detailed evaluation of maintenance performed along with code items in a professional report, plus 15% City Administration Fee.
Miscellaneous Services	\$155/per hour	Includes all miscellaneous services not listed, plus 15% City Administration Fee.
Providing operator to run conveyance	\$155/per hour	If necessary to perform work in hoistway, an operator can be provided that qualifies under state statute, plus 15% City Administration Fee.
Required Presence	\$155/per hour	Any necessary request for our presence i.e. meetings, etc. Travel time not included, plus 15% City Administration Fee.
Consultant Administration Fee: A fee that covers administrative costs such as inspection scheduling, inspection resulting, and recordkeeping not handled by the CoBH.	\$50.00/hour	Plus 15% City Administration Fee.
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.		
CONVEYANCE INSPECTION SERVICES		
Dormant Elevator	\$155/per unit	Plus 15% City Administration Fee.
Dumbwaiter Periodic	\$155/per unit	Plus 15% City Administration Fee.
Dumbwaiter/Lift Acceptance	\$355/per unit	Plus 15% City Administration Fee.
Escalator Annual	\$675/per unit	Colorado - Category 5 test annual, plus 15% City Administration Fee.
Escalator Acceptance	\$700/per unit	Plus 15% City Administration Fee.
Hydraulic Periodic	\$155/per unit	1-1.5 hours, plus 15% City Administration Fee.
Hydraulic Roped Periodic	\$210/per unit	1.5-2 hours, plus 15% City Administration Fee.
Hydraulic 5 Year	\$210/per unit	2 hours, Witnessed annual safety test, plus 15% City Administration Fee.
Hydraulic Roped 5 Year	\$375/per unit	3 hours, Witnessed annual safety test, plus 15% City Administration Fee.
Hydraulic Acceptance	\$525/per unit	Plus 15% City Administration Fee.
Lift Periodic(platform, chair, etc.)	\$155/per unit	All lifts other than those described in the Conveyance Section, plus 15% City Administration Fee.
Remove Conveyance From Service	\$155/per unit	Plus 15% City Administration Fee.
Traction Periodic	\$210/per unit	1.5-2 hours, plus 15% City Administration Fee.
Traction 5 Year	\$520/per unit	4 hours, Witnessed safety test with weights, plus 15% City Administration Fee.
Traction Acceptance	\$525/per unit	Plus 15% City Administration Fee.
Temporary Certificate of Operation (TCO) 1st - 60 days	\$155/per unit	60 day follow-up, plus 15% City Administration Fee.
Temporary Certificate of Operation (TCO) 2nd - 30 days	\$310/per unit	30 day follow-up, plus 15% City Administration Fee.

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Temporary Certificate of Operation (TCO) 3rd - Shutdown Conveyance	\$310/per unit	Conveyance is removed from service if violations on 2nd TCO are unresolved, plus 15% City Administration Fee.
CONVEYANCE MISCELLANEOUS SERVICES		
Conveyance Incident Investigation	\$135/per hour	Incident investigation, plus 15% City Administration Fee.
Consulting / Miscellaneous Services	\$155/per hour	Plus 15% City Administration Fee.
Development Review Committee (DRC) Meeting Attendance	No Charge	
Expert Witness / Court Testimony	Actual Cost	Plus 15% City Administration Fee.
Inspections Outside of Normal Business Hours	Initial Per Unit Fee	Four (4) hour minimum, plus 15% City Administration Fee.
Plan Review and Response Comments - Initial	\$475/per unit	Includes initial plan review and initial response comments, plus 15% City Administration Fee.
Plan Review and Response Comments - Additional	\$155/per hour	Includes additional reviews and additional response comments per occurrence, plus 15% City Administration Fee.
Re-Inspection Fee A re-inspection fee is charged in the following instances: 1. The Contractor is not ready 2. The Contractor provides an incorrect address 3. The Contractor is not on site 4. The Contractor does not correct violations	Initial Per Unit Fee	Plus 15% City Administration Fee.
Special Investigation Fee - Starting work without a permit	\$500.00 \$1,000.00 \$1500.00	1st Occurrence plus 15% City Administration Fee; 2nd Occurrence plus 15% City Administration Fee; 3rd Occurrence and Each Additional; Plus 15% City Administration Fee.
Violation Fee - Escalator Annual - 30 days past due	\$800/per unit	Per occurrence, plus 15% City Administration Fee.
Violation Fee - 5-Year Witness Safety Test - 30 days past due	\$800/per unit	Per occurrence, plus 15% City Administration Fee.
Consultant Administration Fee: A fee that covers administrative costs such as inspection scheduling, inspection resulting, and recordkeeping not handled by the CoBH.	\$50.00/hour	Plus 15% City Administration Fee.
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.		
CONVEYANCE PERMITS		

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Commercial - Minor Alteration Covers: cab finishes, valve work, power unit install, door operator replacement, re-rope/brake suspension, escalator handrails. Permit Submittal Requirements: a conveyance permit application and manufacture specifications.	\$575/per unit	Plus 15% City Administration Fee.
Commercial - Major Alteration/New Construction/Re-rope Covers: controller, signal fixtures, rotating equipment, drive (multiple components), fire alarm, fire recall. Permit Submittal Requirements: a conveyance permit application with drawings stamped by a design professional licensed in Colorado.	\$865/per unit	Plus 15% City Administration Fee.
Residential Elevator , Platform Lift or Dumbwaiter	\$575/per unit	Plus 15% City Administration Fee.
Consultant Administration Fee: A fee that covers administrative costs such as inspection scheduling, inspection resulting, and recordkeeping not handled by the CoBH.	\$50.00/hour	plus 15% City Administration Fee.
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.		
Electrical Permit: If an electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH.		
Building Permit: If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH.		
Fire Permit: If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH.		
MISC. Fees		
Contractor Registration (However a Business License is required)	\$0.00	
Right-of-Way Use Permit	\$35.00	
Street Cut Permit	\$300.00	for 1 to 100sf and \$2/sf for any additional
State Highway Access Permits		
Level 1	\$50.00	single family residential/agricultural
Level 2	\$100.00	commercial property & those in excess of 20 vehicular trips per day w/o roadway improvements.

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Level 3	\$300.00	commercial property requiring roadway improvements.
Historic Landmarking	Consultant Fee	plus 15% City Administration Fee
Development in Flood Hazard Permit	Consultant Fee	plus 15% City Administration Fee
Public Hearing Notice Publication Fee	Actual Cost	plus 15% City Administration Fee
Fire and Police Protection Fee at time of Building Permit		
Multifamily Residential	\$70.00	per occupant/multiply fee x peak period occupant load as per IBC
Commercial	\$14.00	per occupant/multiply fee x peak period occupant load as per IBC
Industrial	\$70.00	per occupant/multiply fee x peak period occupant load as per IBC
Change of Use	Consultant Fee	plus 15% City Administration Fee
Redevelopment	Consultant Fee	plus 15% City Administration Fee
Industrial	Consultant Fee	plus 15% City Administration Fee
Off-site commercial parking space fee (Parking Impact Fee)	\$2,000.00	per space
Inspection Record Card Replacement	\$50.00	per card plus 15% City Administration Fee
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.		
Reference: Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees		
Utilities		
Disconnect/Reconnect Fees		
Notice of disconnection due to delinquency or failure to maintain	\$60.00	
Reconnection charge due to delinquency or failure to maintain	\$500.00	
Disconnection/shut off for convenience (>7 days)	\$200.00	
Reconnection charge for convenience (>7 days)	\$500.00	
Commercial Fire Flow Testing		
Permit (>48 hours in advance of test)	\$150.00	
Penalty for failure to acquire permit	\$5,000.00	
Sign Permit Fees		
Sign Plan Review (COAC reviews; and Sign Permit reviews)	Consultant Fee	plus 15% City Administration Fee

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Sign Permit Application	\$50.00 or included with Fee Deposit collected for Pre or Formal Application	Additional Sign Plan Review, Sign Permit Fees, and Electrical Fees apply and shall be collected with the Pre-Application or Formal Sign Plan Application, i.e. Certificate of Appropriateness, etc., or with this Sign Permit Application if a COAC/Sign Plan is not of Record.
Sign Permit Fees Based on Total Valuation		
\$1.00 to \$500	\$23.50	
\$501 to \$2,000	\$23.50	for 1st \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$69.25	for the 1st \$2,000 plus \$14.00 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.25	for the 1st \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75	for the 1st \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$993.75	for the 1st \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,233.75	for the 1st \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75	for the 1st \$1,000,000 plus \$3.65 for each additional \$1,000, or fraction thereof
Special Investigation Fee - starting work without a permit	\$500.00 \$1000.00 \$1500.00	1st Occurrence plus 15% City Administration Fee 2nd Occurrence plus 15% City Administration Fee 3rd Occurrence and Each Additional Occurrence plus 15% City Administration Fee
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee
Miscellaneous Services	Consultant Fee	plus 15% City Administration Fee - Includes all services not listed
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.		
Electrical Permit: if a electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH		
Building Permit: If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH		

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Fire Permit: If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH		
Reference: Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees		
Land Use Fees		
Pre-Land Use Application Fee & DRC Meeting Deposit	\$350 \$550 \$1,050	Non-residential/Commercial buildings less than 1,000 sq. ft. Non-residential/Commercial buildings between 1,001 sq. ft. - 5,000 sq. ft. Non-residential/Commercial buildings more than 5,000 sq. ft. and all vacant land
Formal Land Use Application	Estimated Consultant Fee Deposit	plus 15% City Administration Fee
Commercial - Land Use Plan Review		
Boundary Line Agreement	Consultant Fee	plus 15% City Administration Fee
Certificate of Appropriateness Certificate of Architectural Compatibility	Consultant Fee	plus 15% City Administration Fee
Civil Engineer Plan Review and Inspections	Consultant Fee	plus 15% City Administration Fee
Disconnection of Property	Consultant Fee	plus 15% City Administration Fee
Planned Unit Development	Consultant Fee	plus 15% City Administration Fee
Site Development Plan	Consultant Fee	plus 15% City Administration Fee
Special Review Use	Consultant Fee	plus 15% City Administration Fee
Subdivisions		
Preliminary Subdivision Processing Fee	Consultant Fee	plus 15% City Administration Fee
Final Subdivision Development Fee	Consultant Fee	plus 15% City Administration Fee
Minor Subdivision	Consultant Fee	plus 15% City Administration Fee
Site Development Commercial Plat	Consultant Fee	plus 15% City Administration Fee
Street Plan and Easement Vacation	Consultant Fee	plus 15% City Administration Fee
Variance	Consultant Fee	plus 15% City Administration Fee

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Residential Land Use Fees	Reference Ordinance 2017-9 adopted June 14, 2017 and Municipal Code Section 16-370.	No fees for land use associated applications shall be charged or collected if the residence for which the application is made was constructed prior to 1991 and is located with the Historic Residential (HR) Zoning District, and all land use applications are made in accordance with the Municipal Code of the City of Black Hawk, as adopted by City Council. This includes professional and/or consulting service fees. Reference Ordinance 2017-9 and Black Hawk Municipal Code Section 16-370 for additional conditions.
Restaurant Grills and Air Quality Compliance	Consultant Fee	plus 15% City Administration Fee
Recording Fee	Actual Cost	
Temporary Use or Temporary Structure Permits	\$50.00	plus Security Deposit, if applicable.
Water System Development Fees		
Nonresidential, in Gaming District	\$16.00	per square foot
Hotel	\$900.00	per room
Nonresidential, outside of Gaming District	\$8.00	per square foot
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee
Miscellaneous Services	Consultant Fee	plus 15% City Administration Fee
CoBH Administration Fee: A CoBH 15% City Administration Fee shall be added to each invoice generated by Finance.		
Reference: Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees		
Police Department Fees		
Sex Offender Registration	\$100.00	initial registration
Renewal	\$50.00	
Portable Breath Test (PBT)	\$20.00	
VIN Checks (Residents Only)	\$0.00	
Copies onto CDs	\$25.00	
Fire Department Fees (Contact Fire Dept. for further details)		
New Construction, Addition, or Tenant Finish of Commercial and Multi-Residential Plan Reviews		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
1 - 5,000 square feet	\$750.00	
5,001 - 10,000 square feet	\$750.00	plus \$0.05 per square foot over 5,000
10,001 - square feet or greater	\$1,000.00	plus \$0.05 per square foot over 10,001
Commercial Inspections		

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Scheduled Annual Inspection	\$150.00	hour
First Re-inspection of violation noted during a Scheduled Annual Inspection	\$0.00	
Second or greater Re-inspection of violation noted during a Scheduled Annual Inspection	\$150.00	hour
Compliance Verification	\$150.00	hour
System Test	\$150.00	hour. Applies to testing and inspection of fire sprinkler, fire alarm system, and suppression system required in addition to those included in initial fee.
Re-inspection	\$150.00	hour. This inspection fee shall be assessed for each re-inspection when: 1) an inspection is scheduled and the contractor is unable to complete the inspection when the inspector arrives, 2) when corrections called out during a previous inspection are not made, or 3) when the contractor does not have the permit card or plans available for the inspector within a reasonable amount of time.
Outside Agency Support for Scheduled Inspections	\$50.00	hour. Assist adjacent fire agencies with fire and life safety inspections.
Parking Structures		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
Separate or attached structure	1/2 new construction fee for same square footage (\$750.00 minimum fee)	
Automatic Fire Sprinkler System (NFPA 13, 13D, and 13R)		Fee includes initial plan review, one round of response comments, one rough inspection, one hydro inspection, and one final inspection.
New Fire Sprinkler System	\$0.05 per square foot of system coverage (\$750.00 minimum fee)	
Existing Fire Sprinkler System Modification (Relocate, remove, or add fire sprinklers)		Fee includes initial plan review, one round of response comments, one rough inspection, one hydro inspection, and one final inspection.
1 - 1,500 square feet of system coverage	\$500.00	
1,501 square feet or greater of system coverage	\$500.00	plus \$0.05 per square foot of system coverage
Fire Pump		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
Fire Pump in fire sprinkler and/or standpipe system	\$300.00	per pump
Fire Alarm System		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
1 - 1,500 square feet of system coverage	\$500.00	
1,501 square feet or greater of system coverage	\$500.00	plus \$0.05 per square foot of system coverage

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Existing Fire Alarm System Modification (Relocate, remove, or add fire alarm devices)		Fee includes initial plan review, one round of response comments one rough inspection, and one final inspection.
1 -1,500 square feet of system coverage	\$500.00	
1,501 square feet or greater of system coverage	\$500.00	plus \$0.05 per square foot of system coverage
False Alarm Fees		
Occurrence 6 to 10	\$100.00	per occurrence
Occurrence 11 to 15	\$250.00	per occurrence
Occurrence 16 to 20	\$500.00	per occurrence
Occurrence 21 to 25	\$1,000.00	per occurrence
Occurrence 26 or more	Discretionary	
Automatic Fire Suppression Systems for Commercial Cooking Operations		Fee includes initial plan review, one round of response comments, one rough inspection, and one final inspection.
Information review and inspection of a new system	\$500.00	per individual system
Modifications to an existing system	\$500.00	per individual system
Standpipe Systems		Fee includes initial plan review, one round of response comments, one rough inspection, one hydro inspection, and one final inspection.
New standpipe	\$450.00	per standpipe riser
Modification to existing standpipe system	\$300.00	per standpipe riser
Additional Plan Review/Response Comments		
Second or Greater Plan Review/Response Comments	\$150.00	per hour
Public Safety Radio Amplification System		
Information review and on-site testing of the system at final inspection.	\$300.00	
Special Investigation Fee - staring work without a permit.		
First Occurrence	\$500.00	
Second Occurrence	\$1,000.00	
Third or greater Occurrence	\$1,500.00	
Administration Fees/Misc		
Administration Fee for All Invoices	15%	To be included on all plan review and inspection invoices.
CPR and First Aid Training for City residents and City staff	\$0.00	
CPR and First Aid Training for businesses	\$25.00	person includes certification card
Fire Extinguisher Training for City residents and City Staff	\$0.00	
Fire Extinguisher Training for businesses	\$10.00	person for businesses

2021 City of Black Hawk Fee Schedule (amended 7/14/21)

Temporary Fire Watch	\$0.00	
Site Plans	\$100.00	
Outside Consultation/Third Party Review	Actual Cost plus 15% Administration Fee	The Fire Department reserves the right to have a third party perform an independent review. All associated costs above and beyond the standard fee shall be incurred and paid by applicant or property owner.
Blasting and Storage of Explosives Permit	\$150.00	includes one site inspection

RESOLUTION 65-2021
A RESOLUTION
APPROVING THE
COMMERCIAL LEASE
WITH THE GIFT
ECLECTIC, LLC FOR THE
PROPERTY LOCATED AT
317 GREGORY STREET,
BLACK HAWK,
COLORADO

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 65-2021

**TITLE: A RESOLUTION APPROVING THE COMMERCIAL LEASE WITH THE
GIFT ECLECTIC, LLC FOR THE PROPERTY LOCATED AT 317
GREGORY STREET, BLACK HAWK, COLORADO**

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

Section 1. The City Council hereby approves the Commercial Lease with Gift
Eclectic, LLC for the property located at 317 Gregory Street, Black Hawk, Colorado, attached as
Exhibit A, and authorizes the Mayor to sign the Commercial Lease on behalf of the City.

RESOLVED AND PASSED this 22nd day of September, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Commercial Lease with the Gift Eclectic, LLC for the Property Located at 317 Gregory Street, Black Hawk, Colorado.

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

MOTION TO APPROVE: Resolution 65-2021, A Resolution Approving the Commercial Lease with the Gift Eclectic, LLC for the Property Located at 317 Gregory Street, Black Hawk, Colorado.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The attached Commercial Lease has a term of roughly 39 months, expiring on December 31, 2024. The monthly rent of \$1,462.00 is based on \$0.50 per square foot. This lease contains of numbers provisions, including a rent credit for anticipated disruption due to adjacent construction, an allowance for tenant improvements, and standards of operations, including expected minimum operating hours.

AGENDA DATE: September 22, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Commercial Lease

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:

REVIEWED BY:

Lance Hillis

Stephen N. Cole

Lance Hillis, Finance Director

Stephen N. Cole, City Manager

Commercial Lease

This Lease is made between the City of Black Hawk, herein called the City, and Gift Eclectic, LLC, herein called Tenant. Tenant hereby offers to lease from City the premises situated in the City of Black Hawk, County of Gilpin, State of Colorado, and more particularly described as described as 317 Gregory Street, Black Hawk, Colorado 80422, (aka The McAfee House) (Approx. 2,924 Rentable Square Feet) (the "Premises") upon the following TERMS and CONDITIONS:

1. **Term; Renewal; Rent; Termination.**

A. Term. City demises the above Premises for an initial term commencing on September 23, 2021, and expiring on December 31, 2024.

B. Renewal. Provided that Tenant is not in default of any terms or conditions of this Lease, Tenant and City agree to initiate renewal negotiations within the final sixty (60) days of the Lease.

C. Rent. Subject to the provisions of subsection D. of this Section 2, Tenant shall pay rent to City in the amount of One Thousand Four Hundred and Sixty-Two dollars (\$1,462.00) per month for the first twelve months of this lease in advance on the first day of each month for that month's rental, during the term of this lease. Tenant shall upon execution of this Agreement pay an amount equal to the first month's rent, which shall constitute payment for the aforesaid first month's rent. The total amount of the first month's prorated rent shall be One Hundred and Twenty-Eight Dollars (\$128.00), which total amount takes into account the application of the rent credit set forth in subsection D of this Section below. All rental payments shall be made to City, at the address of P.O. Box 68, Black Hawk, Colorado 80422, or such other location or in such other manner as may be mutually agreed upon by the Parties. Tenant shall also pay any possessory taxes which may be assessed against the Premises pursuant to Section 17 of this Lease. Commencing on the one-year anniversary of this lease and on each annual anniversary thereafter during the lease term, the rent shall be adjusted to include the most recent annual Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers.

D. Rent Credit. The Tenant shall be entitled to a credit towards the monthly lease payment in an amount equal to One Thousand Three Hundred and Thirty-Four Dollars (\$1,334.00). This credit is for the disruption and inconveniences anticipated along Gregory Plaza during the initial lease term. Commencing on the one-year anniversary of this lease and on each annual anniversary thereafter during the initial lease term, the rent credit shall be increased by an amount equal to the Consumer Price Index adjustment pursuant to Section 1.C. After application of the Rent Credit, the actual monthly rent will be \$128.00 for the duration of the initial lease.

E. Damage Deposit. Tenant shall upon execution of this Lease provide a deposit in the amount of Five Hundred Dollars (\$500.00) as security against damage to the Premises, normal wear and tear excepted.

F. Termination. City and Tenant may terminate this Lease upon ninety (90) days written notice with cause or at any earlier time upon mutual agreement between both parties.

Tenant may terminate this lease at any time without cause by providing City with one hundred twenty (120) days' advance written notice.

G. Holding Over. If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof, with or without the express or implied consent of the City, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, this Lease and such month-to-month tenancy shall be subject to every other term, covenant, and agreement contained herein. A hold over monthly rental payment of the most recent monthly rent plus the current annual Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers shall be paid by Tenant to the City in advance on the first (1st) day of each calendar month in which the hold over continues.

H. Build-Out Allowance. The Tenant is entitled to and the City shall pay Tenant improvements in the form of a Build-Out Allowance in an amount not to exceed Twelve Thousand Eight Hundred Dollars (\$12,800.00). Specific Tenant improvements and eligibility for the allowance will be approved by the City in advance. Additionally, improvements must be completed by September 30, 2023. Building Permits must be obtained and work must be performed by Licensed Contractors, when applicable. All improvements covered by this allowance are the property of the City and will remain on the premise at the conclusion of the lease.

2. Use.

A. Use as a Retail Store. Tenant shall use and occupy the Premises for a retail establishment, as well as a small scale coffee bar and/or wine bar and other associated permitted activities. Tenant further covenants and agrees that the use of the Premises shall be at all times in accordance with applicable zoning regulations of the City. Moreover, the Parties hereto acknowledge and agree that the Premises do not include any parking spaces for the exclusive use of the Tenant. Tenant shall not use the Premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device

B. Standards of Operation. As proposed in the Business Plan, it is the expectation of the City that the Tenant have the building open to walk-up foot traffic during certain times.

Year One: 01/01/2022-12/31/2022: The goal in year one will be to build brand visibility and build foot traffic to the Gregory Plaza. The space will be open for foot traffic during set retail hours (Friday-Sunday Noon-6pm), also when artisans are in the space. We will communicate open hours via social media/website. By May 2022 the goal will be to have regular retail hours Thursday-Monday at a minimum of 4 hours a day during peak times and 6 hours on weekends. Winter of 2022 we will have increased services during the week (closed to foot traffic, by appointment only) and have retail hours Friday-Monday for 5 hours a day.

Year Two: 01/01/2023- 12/31/2023: The goal of year two will be to build a more extensive event plan on the plaza to extend the target market and increase traffic. In year two I plan to be open daily during peak season, with a closed day in the slower seasons. We will have

dedicated store hours that are outside of peak retail hours. Peak Retail Hours will be decided based on the flow of traffic and discoveries made in year one.

Year Three: 01/01/2024-12/31/2024: The goal of year three will be to start building a profit and following. We will be open daily during peak season with the goal of being open daily year-round, still having the option to be closed on an off day. We will have dedicated store hours that are outside of peak retail hours. Peak Retail Hours will be decided based on the flow of traffic and discoveries made in prior years.

3. **Care and Maintenance of Premises.** Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, maintain the Premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations, and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for all repairs required, excepting the heating & cooling systems, water heater, roof, exterior walls, and structural foundations, which shall be maintained by City.

4. **Tenant Improvements and Alterations.**

A. Tenant Improvements. The Premises shall be delivered as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.

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

C. Alterations. Tenant shall not, without first obtaining the written consent of City, which shall not be unreasonably withheld, make any alterations, additions, or improvements, in, to, or about the Premises. Tenant shall not suffer nor permit any mechanic's liens or public works claims to be filed against the Premises by reason of work, labor, service or materials supplied or claimed to have been supplied to Tenant as a result of an agreement with, or the assent of Tenant. Nothing in this Lease shall be construed as constituting the consent or request of City, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the Premises or any part thereof. Nothing in this Lease shall be construed as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens or public works claims against City's interest in the Premises. If any such

mechanic's lien or public works claims shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date Tenant has knowledge of such filing. If Tenant shall fail to discharge such mechanic's lien or public works claims within such period, then, in addition to any other right or remedy of City, City may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien. However, Tenant shall not be required to pay or discharge any such mechanic's lien or public works claims so long as Tenant shall in good faith proceed to contest the same by appropriate proceedings; provided, however, Tenant shall give notice in writing to City of its intention to contest the validity of such lien and/or claim.

5. **Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant.

6. **Assignment and Subletting.** Tenant shall not assign this lease or sublet any portion of the Premises without prior written consent of the City. Any such assignment or subletting without consent shall be void and, at the option of the City, may terminate this lease.

7. **Utilities.** The Tenant shall be responsible gas, electric and water services. These utilities will remain in the name of the City and will be charged back to the Tenant on a monthly basis. Tenant shall also be responsible in its own name for telephone/cable/data/internet/satellite service, equipment, and repairs if such services are determined to be necessary by Tenant.

8. **Entry and Inspection.** Tenant shall permit City or City's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit City at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.

9. **Possession.** If City is unable to deliver possession of the Premises at the commencement hereof, City shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered.

10. **Indemnification.** Tenant agrees that City shall not be liable for any damage, either to person or persons or property or the loss of property sustained by Tenant or City or by any other person or persons due to the use of the Premises, due to the happening of any accident, or due to any act or neglect of Tenant, or any occupant of the Premises, or the use or misuse of any instrumentality or agency in or connected with the Premises, or occasioned by any nuisance made or suffered thereon. Tenant agrees to save City harmless thereon and therefrom, and to indemnify City on account thereof.

11. **Insurance.**

A. Tenant (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against City, City's servants, agents, and employees, on account of any loss or damage occasioned to Tenant, as the case may be, its respective property, the Premises or its contents, the common areas, parking lots, and

sidewalks located adjacent to the Premises or to the other improvements of the Premises arising from any risk and to the extent covered by fire and extended coverage insurance, provided that such waiver does not invalidate such policies or prohibit recovery thereunder.

B. Tenant further covenants and agrees that from the date hereof Tenant will procure and maintain throughout the term, at its sole cost and expense, the following types of insurance in the amounts specified and, in the form, hereinafter provided:

- i. Comprehensive broad form general public liability insurance protecting the Premises and Tenant's use thereof against claims for personal injury and death occurring upon, in or about the Premises, such insurance to afford protection to the **limit of not less than two million dollars (\$2,000,000)** combined single limit. The insurance coverage required under this subsection B shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in Section 10.
- ii. Workers' compensation insurance covering all persons employed for such work.
- iii. Rental value insurance (covering loss or damage by fire with extended coverage).
- iv. Business interruption insurance and/or loss of "rental value" insurance.
- v. During the course of any construction or repair of improvements on the Premises initiated by Tenant, Tenant shall provide "Builders Risk Insurance."

C. All policies or insurance provided for in this Section 11 shall be issued by solvent and responsible insurance companies licensed to do business in the State of Colorado with a general policy holder's rating of not less than "A" and a financial rating of "AAA", as rated in the most current available "Bests" Insurance Reports, and qualified to write such policies in the State of Colorado. Each policy shall be issued in the names of City and Tenant, and their designees. Said policies shall be for the mutual and joint benefit and protection of City and Tenant and such policy of insurance, or a certificate thereof, shall be delivered to each of City and any such other parties in interest prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of each policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall contain provisions that (a) the company writing said policy will give to City and such other parties in interest at least thirty (30) days' notice in writing in advance of any cancellations or lapses, or the effective date of any reduction in the amounts of insurance; and (b) the insurer waives the right of subrogation against City and against City's agents and representatives. All such public liability, property damage, and other casualty policies shall be written as primary policies which do not contribute to and are not in excess of coverage which City may carry. All such public liability and property damage policies shall contain a provision that City and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant. Tenant's failure to provide and keep in force any of the insurance policies required hereunder shall be regarded as a material default hereunder,

entitling City to exercise any or all of the remedies provided in this Lease in the event of Tenant's default.

D. The placement of any insurance by Tenant shall not be construed as any waiver or modification of City's rights under the Colorado Governmental Immunity Act.

12. **Eminent Domain.** If the Premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owned by Tenant, and for moving expenses.

13. **Destruction of Premises.** In the event of a partial destruction of the Premises during the term hereof, from any cause, City shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Tenant shall be entitled to a proportionate reduction of rent, beginning with the date of the partial destruction, while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Premises. If such repairs cannot be made within said sixty (60) days, City, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated beginning with the date of the partial destruction, and in the event that City shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, City may elect to terminate this lease whether the demised Premises be injured or not. A total destruction of the building in which the Premises may be situated shall terminate this lease.

14. **Guaranty of Lease.** The undersigned does hereby personally guarantee to City and to its successors or assigns the prompt payment of all amounts due from Tenant to City under this Lease. To guaranty such performance, Tenant shall provide upon approval of this Lease the amount of Two Thousand Five Hundred Dollars (\$2,500.00) as a personal guaranty. Such personal guaranty shall only be utilized by the City in the event Tenant terminates the Lease without the one hundred twenty (120) days' notice required by Section 2. subsection F of this Lease. So long as Tenant remains in compliance with the terms of the Lease as it relates to notice of termination, said personal guaranty shall be returned to Tenant at the termination of the Lease, without any interest accruing thereon.

15. **Inspection of Records.** City shall have the right, upon reasonable notice to inspect the records of Tenant, including the financial records of Tenant so long as said inspection is reasonably related to a business or municipal purpose of the City pursuant to the terms of this Lease.

16. **City's Remedies on Default.** If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof,

City may give Tenant notice of such default and if Tenant does not cure any such default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within thirty (30) days and thereafter proceed with reasonable diligence, in good faith to cure such default), then City may terminate this lease on no less than fifteen (15) days' notice to Tenant. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the Premises to City, without extinguishing Tenant's liability. If this lease shall have been so terminated by City, City may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

17. Taxes.

A. Real Property Taxes. Tenant shall pay all real property taxes, general, and special assessments ("real property taxes"), levied and assessed against the Premises.

B. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Tenant shall pay to City upon presentation of paid tax bills an amount equal to one hundred percent (100 %) of the increase in taxes upon the land and building in which the leased Premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Tenant shall be proportionate to the portion of the lease term included in such year.

18. Rules and Regulations. Tenant agrees that at all times during the term of this Lease, it shall at its own cost and expense:

A. Keep the Premises, common areas, parking lots and sidewalks located adjacent to the Premises in good, neat, and clean condition.

B. Not park trucks or delivery vehicles outside the Premises so as to unreasonably interfere with the use of any driveways, walks, roadways, highways, streets, malls, or parking areas.

C. Keep the Premises clean and free from refuse, rubbish, and dirt at all times; and store all trash, rubbish, and garbage within the Premises in the areas set aside therefor.

D. Obtain and maintain in effect all permits and licenses necessary for the operation of Tenant's business as herein provided.

E. Keep the outside area immediately adjoining the Premises, including the courtyard, patio and rear stairs, more particularly described in Exhibit B and highlighted in yellow, attached hereto and incorporated herein by this reference, reasonably clean and free from snow, ice, dirt, and rubbish, and keep that area free from any obstruction or merchandise.

F. All contractors of Tenant shall fully comply with the Occupational Safety and Health Act of 1970 (Chapter XVII, Title XIX of the United States Code) (OSHA) of applicable state statute adopted pursuant to OSHA. It shall be Tenant's obligation to ensure that its contractors fully comply with the provisions and standards as contained in such Act.

G. Abide by all parking regulations along Gregory Street. This includes the Tenant and its agents. Specifically, the Tenant agrees not to park in Level 1 or Level 2 of the St. Charles Carriage House Parking Garage. It is the intention of the City to provide employee parking on Level 3 of the St. Charles Carriage House Parking Garage. However, the City retains the right to move employee parking to another location at its sole discretion.

19. **Attorney's Fees.** In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, the City shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

20. **Waiver.** No failure of City to enforce any term hereof shall be deemed to be a waiver.

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

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

To Lessee: Gift Eclectic, LLC
Attn: Leza A. Spencer
7471 Windwood Way
Parker, CO 80134

22. **Assigns, Successors.** This lease is binding upon and inures to the benefit of the assigns and successors in interest to the parties.

23. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

23. **Radon Gas Disclosure.** As required by law, the City makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in the

City of Black Hawk. Additional information regarding radon and radon testing may be obtained from the Gilpin County Health Department.

24. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this _____ day of _____, 20__.

CITY OF BLACK HAWK, COLORADO

By: _____
David. D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

GIFT ECLECTIC, LLC

By: _____
Leza A. Spencer, Member

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2021, by
_____ as Owner of _____.

My Commission expires:

[S E A L]

Notary Public

RESOLUTION 66-2021
A RESOLUTION
APPROVING THE
PROPOSAL FROM THE
COLORADO
INTERGOVERNMENTAL
RISK SHARING AGENCY
(CIRSA) FOR 2022
PROPERTY CASUALTY
COVERAGE

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

Resolution No. 66-2021

**TITLE: A RESOLUTION APPROVING THE PROPOSAL FROM THE
COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY
(CIRSA) FOR 2022 PROPERTY CASUALTY COVERAGE**

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 proposal from CIRSA for 2022
Property Casualty in the approximate amount (after credits) of \$296,000.00.

RESOLVED AND PASSED this 22nd day of September, 2021.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Acceptance of the Preliminary 2022 Quote for Renewal for Property Casualty Insurance with Colorado Intergovernmental Risk Sharing Agency (CIRSA).

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Resolution 66-2021, A Resolution Approving the Proposal from the Colorado Intergovernmental Risk Agency (CIRSA) for 2022 Property Casualty Coverage.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

CIRSA presented a preliminary quote of \$295,910.54 for the annual renewal of the 2022 Property Casualty Insurance. The impact of loss experience increased the quote by \$5,101.46 bringing the amount of the 2022 Preliminary Quotation down before credits to \$301,012.00. The City of Black Hawk actively works to control our losses and this year earned \$5,001.00 in Loss Control Credits. This credit will be used to reduce the 2022 contribution to \$296,000 which results in a 12% increase over 2022 coverage.

The following factors contributed to the increase in the City's annual contribution:

- The additional of the renovated properties, the new Fire Display building, and the Post Clock associated with the Gregory Street Plaza.
- On the liability side, municipalities face an increasingly hostile legal and social climate, particularly in law enforcement liability coverage. State legislation has significantly increased law enforcement liability exposure, and defending and settling law enforcement claims grows more costly and challenging each year.
- On the property side, the property market continues to raise deductibles and increase the cost of insurance. Conditions around the county (and globally) have a significant impact on the availability and cost of property coverage. For this reason CIRSA, whose members being largely spared from wildfires, wind/hail, and flood events this year, does not expect an easy excess/reinsurance renewal on the property side.

One benefit of being a CIRSA pool member with substantial membership equity is that the City of Black Hawk will experience less of an impact from the market rate increases newer members, who have less equity in the pool will receive.

AGENDA DATE: September 22, 2021

WORKSHOP DATE: N/A

FUNDING SOURCE: 010-1302-413-5101

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

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

DOCUMENTS ATTACHED: N/A

RECORD: []Yes [X]No

CITY ATTORNEY REVIEW:

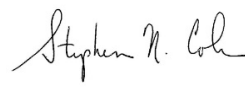
[] Yes [X] N/A

SUBMITTED BY:



Melissa Greiner, CMC
City Clerk/Administrative Services Director

REVIEWED BY:



Stephen N. Cole
City Manager

