



## REGULAR MEETING AGENDA

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

April 22, 2020  
3:00 p.m.

**The City of Black Hawk is hosting Virtual City Council meetings in Zoom in response to the Coronavirus COVID-19 until further notice. There are no physical meetings at this time.**

Join from a PC, Mac, iPad, iPhone, or Android device:  
Please click this URL to join: <https://zoom.us/j/92889100099>

### Or join by phone:

888-475-4499 (Toll-Free)

Webinar ID: 928 8910 0099

International numbers available: <https://zoom.us/u/aekAkAaLfF>

Phone commands using your phone's dial pad while in a Zoom meeting:

\*6 – Toggle mute/unmute

\*9 – Raise your hand to make a public comment or to  
speak for or against a Public Hearing matter

### Public Comment:

If you wish to make a public comment during the meeting,  
please go to:

[https://www.cityofblackhawk.org/comment\\_signup](https://www.cityofblackhawk.org/comment_signup)

and provide your Name, Email address, and Telephone.

During the Public comment section of the meeting, the host will  
go in order of sign up to ask for comments from those who have signed up

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. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: April 8, 2020
7. PUBLIC HEARINGS:
  - A. CB10, An Ordinance Approving the Church Ditch/Farmers High Line Augmentation Station Lease Agreement Between the City of Black Hawk and the City of Arvada
  - B. CB11, An Ordinance Approving the Water Storage Agreement Between the City of Black Hawk and the City of Golden

### 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

8. ACTION ITEMS:

- A. Resolution 36-2020, A Resolution Approving the Agreement for the Fabrication of the Green Lake Intake Structure with Elgin Separations Solutions in a Total Amount Not to Exceed \$41,100.00

9. CITY MANAGER REPORTS:

10. CITY ATTORNEY:

11. EXECUTIVE SESSION:

12. 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  
City Council**

**April 8, 2020**

**MEETING MINUTES**

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, April 8, 2020, at 3:00 p.m. by Mayor Spellman.
2. **ROLL CALL:**  
  
Physically Present: Mayor Spellman  
  
Virtually Present: Aldermen Armbright, Bennett, Johnson, Midcap, Moates, and Torres.  
  
Virtual/Present Staff: City Attorney Hoffmann, City Manager Cole, Police Chief Lloyd, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Senior Civil Engineer Reed, Community Planning & Development Director Linker, IT Manager Muhammad, and Deputy City Clerk Martin.
- PLEDGE OF ALLEGIANCE:** Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.
3. **AGENDA CHANGES:** Deputy City Clerk Martin confirmed that Resolution 35-2020 had been added to the agenda.
4. **CONFLICTS OF INTEREST:**  
  
City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. No conflicts were noted from City Council.  
  
City Attorney Hoffmann asked the virtual and present audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. Both audiences had no objections.
5. **PUBLIC COMMENT:** Deputy City Clerk Martin confirmed no one had signed up to speak.

6. APPROVAL OF  
MINUTES:

March 25, 2020

**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** by a roll call vote of 6-0.

7. SWEARING IN OF  
INCUMBENTS:

Judge Carlson swore in the Aldermen incumbents: Paul Bennett, Greg Moates, and Benito Torres. Deputy Clerk Martin called on each to accept their oath of office. All agreed by saying, I do. Judge Carlson then swore in Mayor Spellman, and again Deputy City Clerk Martin called on the Mayor to accept his oath of office, and he said: I do.

Alderman Moates took a moment to say thank you to Ameristar's management and staff for lighting up the hotel tower with room lights in the shape of a multi-story heart. He said it is not only beautiful but also uplifting during this incredibly trying and catastrophic time. He thanked them for their compassion and the amazing sense of community that they have inspired. He went on to say, because of people such as Ameristar's management and staff, we will go forward from this emergency, ready to face our new future, together.

8. PUBLIC HEARINGS:

**None**

9. ACTION ITEMS:

**A. Resolution 30-2020, A Resolution Reappointing Ronald W. Carlson to be the City of Black Hawk Municipal Court Judge**

Mayor Spellman read the title to reappoint Judge Carlson.

There was no discussion.

**MOTION TO  
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 30-2020, a Resolution reappointing Ronald W. Carlson to be the City of Black Hawk Municipal Court Judge.

**MOTION PASSED**

There was no discussion and the motion **PASSED** by a roll call vote of 6-0.

**B. Resolution 31-2020, A Resolution Reappointing Thad Renaud to be the City of Black Hawk Assistant Municipal Court Judge.**

Mayor Spellman read the title to reappoint Assistant Judge Renaud.

There was no discussion.

**MOTION TO APPROVE**

Alderman Armbricht **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 31-2020, a Resolution Reappointing Thad Renaud to be the City of Black Hawk Assistant Municipal Court Judge.

**MOTION PASSED**

There was no discussion and the motion **PASSED** by a roll call vote of 6-0.

**C. Resolution 32-2020, A Resolution Appointing a New Member to the City of Black Hawk Historic Preservation Commission.**

Mayor Spellman read the title to appoint a new member to the Historic Preservation Commission.

There was no discussion.

**MOTION TO APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 32-2020, a Resolution appointing a new member to the City of Black Hawk Historic Preservation Commission.

**MOTION PASSED**

There was no discussion and the motion **PASSED** by a roll call vote of 6-0.

**D. Resolution 33-2020, A Resolution Awarding the Bid and Approving the Design-Build Contract Between the City of Black Hawk and Roche Constructors, Inc. in an Amount Not To Exceed \$12,650.00 for Pre-Construction Services Pertaining to the Police Station 2<sup>nd</sup> Floor Renovation Project**

Mayor Spellman read the title.

Senior Civil Engineer Reed introduced this item. He explained that two upstairs bathrooms in the Police Department were previously converted into locker rooms, but since locker rooms are now available at the EOC building on Miners Mesa, these locker rooms will now be converted back into two smaller bathrooms, additional storage space, and a larger evidence room. He said four proposals were received, and Roche Constructors was the best and lowest proposal. He said this was a

design-build contract, so this is the cost for the design only, and that Roche will prepare a Guaranteed Maximum Price for construction of the project, at which time he will then come back before Council for that approval.

**MOTION TO  
APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 33-2020, a Resolution awarding the Bid and approving the Design-Build Contract between the City of Black Hawk and Roche Constructors, Inc. in an amount not to exceed \$12,650.00 for pre-construction services pertaining to the Police Station 2<sup>nd</sup> floor renovation project.

**MOTION PASSED**

There was no discussion and the motion **PASSED** by a roll call vote of 6-0.

**E. Resolution 34-2020, A Resolution Awarding the Bid and Approving the Contract Between the City of Black Hawk and High Country Conservation, LLC in an Amount Not To Exceed \$260,436.80 to Construct the Maryland Mountain Trail System Project**

Mayor Spellman read the title.

Senior Civil Engineer Reed Matt explained this was for the entire trail system. He said they received in four proposals; two were from general contractors without much trail building experience, so they were eliminated first, and the other quoted a price of \$550,000, so they decided on High Country Conservation who has a lot of trail experience, but in the Appalachians not in the Rockies. He said to mitigate that risk, the City will have its trail designer on-site regularly. He said they plan to be out here around May 1 and live in tents on-site; they expect to complete the project by the end of the year.

**MOTION TO  
APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 34-2020, a Resolution awarding the Bid and approving the contract between the City of Black Hawk and High Country Conservation, LLC in an amount not to exceed \$260,436.80 to construct the Maryland Mountain Trail System Project.

**MOTION PASSED**

There was no discussion and the motion **PASSED** by a roll call vote of 6-0.

**F. Resolution 35-2020, A Resolution Forgiving Certain Device Taxes for the Month of April 2020, Payable in May 2020 and Deferring Certain Water Fees**

Mayor Spellman read the title.

Mayor Spellman thought it was important enough to read the whole resolution. In the end, he reiterated that this demonstrates how responsible and reliable the City is to the casino industry and that we do not squander our money away on senseless lawsuits.

**MOTION TO  
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 35-2020, a Resolution forgiving certain Device Taxes for the month of April 2020, payable in May 2020 and deferring certain water fees.

**MOTION PASSED**

There was no discussion and the motion **PASSED** by a roll call vote of 6-0.

**10. CITY MANAGER  
REPORTS:**

City Manager Cole had nothing to report.

**11. CITY ATTORNEY:**

City Attorney Hoffmann had nothing to report.

**12. EXECUTIVE  
SESSION:**

City Attorney Hoffmann recommended item numbers 2 and 5 only for Executive Session, and the specific legal issues related to the pending litigation filed by Central City against Black Hawk and others.

**MOTION TO  
ADJOURN INTO  
EXECUTIVE  
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:32 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** by a roll call vote of 6-0.

**MOTION TO  
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to adjourn the Executive Session at 4:25 p.m.

**MOTION PASSED**

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

13. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 4:25 p.m.

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Melissa A. Greiner, CMC  
City Clerk

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David D. Spellman  
Mayor

DRAFT



**COUNCIL BILL 10  
ORDINANCE 2020-10  
AN ORDINANCE  
APPROVING THE  
CHURCH  
DITCH/FARMERS HIGH  
LINE AUGMENTATION  
STATION LEASE  
AGREEMENT BETWEEN  
THE CITY OF BLACK  
HAWK AND THE CITY OF  
ARVADA**

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

**COUNCIL BILL NUMBER: CB10**

**ORDINANCE NUMBER: 2020-10**

**TITLE: AN ORDINANCE APPROVING THE CHURCH DITCH/FARMERS HIGH  
LINE AUGMENTATION STATION LEASE AGREEMENT BETWEEN  
THE CITY OF BLACK HAWK AND THE CITY OF ARVADA**

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

Section 1. The City of Black Hawk hereby approves the Church Ditch/Farmers High Line Augmentation Station Lease Agreement between the City of Black Hawk and the City of Arvada, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City of Black Hawk.

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 22<sup>nd</sup> day of April, 2020.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk



## CITY OF BLACK HAWK

### REQUEST FOR COUNCIL ACTION

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**SUBJECT:** Approve Council Bill 10, an Ordinance approving the Church Ditch / Farmers High Line Augmentation Station Lease Agreement between the City of Black Hawk, CO and the City of Arvada, CO (Parties).

**RECOMMENDATION:** If City Council chooses to approve Council Bill 10, an Ordinance approving the Church Ditch / Farmers High Line Augmentation Station Lease Agreement between the City of Black Hawk and the City of Arvada, the recommended motion is as follows: "Approve Council Bill 10, an Ordinance approving the Church Ditch / Farmers High Line Augmentation Station Lease Agreement between the City of Black Hawk and the City of Arvada."

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

A number of Black Hawk's water right decrees require us to make return flows to Ralston Creek. The City currently has no way to make those return flows except through a lease of wastewater effluent with the City of Westminster at an annual cost of approximately \$1,800. The City of Arvada owns an augmentation station on the Farmer High Line Canal (FHL) that returns water to Ralston Creek which Black Hawk will use to make our return flows. The City of Black Hawk owns an augmentation station on the Church Ditch that returns water to Clear Creek which Arvada will use to make their return flows. The Lease Agreement allows both Cities to use the other's augmentation stations for return flows as required by each Party's decrees. There is no cost associated with this Agreement and will eliminate the need to lease water from Westminster.

**FUNDING SOURCE:** N/A

**WORKSHOP DATE:** April 22, 2020

**ORIGINATED BY:** James Ford

**STAFF PERSON RESPONSIBLE:** James Ford

**DOCUMENTS ATTACHED:** Church Ditch / Farmers High Line Augmentation Station Lease Agreement

**CITY ATTORNEY REVIEW:** [ ] Yes [ ] No [ ] N/A INITIALS \_\_\_\_\_

**SUBMITTED BY:**

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Thomas Isbester, Public Works Director

**REVIEWED BY:**

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Stephen Cole, City Manager

## **AGREEMENT**

This AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **City of Black Hawk** (hereinafter, “Black Hawk”), a municipal corporation organized under the laws of the State of Colorado, whose address is 987 Miners Mesa Road, Black Hawk, Colorado, 80422, and the **City of Arvada** (hereinafter, “Arvada”), a Colorado municipal corporation, whose address is 8101 Ralston Road, Arvada, Colorado 80002. Black Hawk and Arvada may sometimes be referred to herein collectively as “Parties.”

### **RECITALS**

- A. Black Hawk owns and operates the Black Hawk Church Ditch Augmentation Station (“Church Ditch Augmentation Station”), located in Section 32 of T3S, R70W of the 6<sup>th</sup> P.M, in Jefferson County, Colorado.
- B. The Church Ditch diverts approximately 5,710.64 inches of water from Clear Creek under numerous priorities for its inchholders.
- C. As decreed in Case No. 2017CW3210, Arvada is entitled to use 80.0 inches of Church Ditch deliveries for municipal and other purposes, which at times may be subject to certain turnback provisions to Clear Creek. The 80.0 inches represent 1.40% of the Church Ditch total in-priority diversion flow rate.
- D. Arvada desires to utilize the Church Ditch Augmentation Station to divert, measure, and then return to Clear Creek Arvada’s deliveries associated with 80.0 inches of Church Ditch for the purpose of meeting its decreed turnback requirements when required.
- E. Black Hawk agrees to allow Arvada to utilize the Church Ditch Augmentation Station when there is available capacity to return the farm headgate deliveries associated with 80.0 inches of Church Ditch water back to Clear Creek, or for any other decreed purpose.
- F. Arvada owns and operates the Farmers High Line Canal Ralston Creek Augmentation Station (FHL Augmentation Station), where the ditch crosses Ralston Creek in the SW1/4 of Section 1, T3S, R70W of the 6<sup>th</sup> P.M., in Jefferson County, Colorado.
- G. Black Hawk is entitled to use 1.15 shares of FHL water deliveries for municipal and other purposes pursuant to the decree in Case No. 12CW303.
- H. At certain times Black Hawk desires to utilize the FHL Augmentation Station to replace historical return flows owed to Ralston Creek as required by its decree.
- I. Arvada agrees to allow Black Hawk to utilize the FHL Augmentation Station when there is available capacity for making return flows attributed to its FHL shares to Ralston Creek and for any other authorized decreed purpose.

## AGREEMENT

Now, therefore, in consideration of the foregoing recitals, and mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Upon notice to Black Hawk by Arvada and if there is sufficient unused capacity, Black Hawk agrees to allow Arvada to utilize the Church Ditch Augmentation Station to return to Clear Creek the amount of water associated with 80.0 inches of farm headgate deliveries (total river headgate minus assessed ditch loss) during the period from April 1<sup>st</sup> through October 31<sup>st</sup> whenever the Church Ditch is diverting and delivering water to inchholders. The delivery amount associated with the 80.0 inches will vary depending on the total amount of water being diverted at the Clear Creek river headgate by the Church Ditch. Arvada will contact the Church Ditch to arrange to have the 80.0 inches delivered through this augmentation station.
2. Upon notice to Arvada by Black Hawk and if there is sufficient unused capacity, Arvada agrees to allow Black Hawk to utilize the FHL Augmentation Station to deliver water to Ralston Creek from March 20th through November 10th whenever the FHL is diverting and delivering water to shareholders. Black Hawk will contact the FHL to arrange to have their share water delivered through this augmentation station.
3. If Black Hawk is the only entity utilizing the FHL Augmentation Station it will be able to retrieve its daily diversions for accounting purposes from the Colorado Division of Water Resources website. If the information is not available from the website or the FHL Augmentation Station is being utilized by multiple entities, Arvada will report the daily amount of water attributed to Black Hawk via email.
4. If Arvada is the only entity utilizing the Church Ditch Augmentation Station it will be able to retrieve its daily diversions from the Water Commissioner's weekly report. If the information is not available from the water commissioner or the Church Ditch Augmentation Station is being utilized by multiple entities, Black Hawk will report the daily amount of water attributed to Arvada via email.
5. Arvada may deliver more than 80.0 inches of Church Ditch water through the Church Ditch Augmentation Station as long as there is available unused capacity. Black Hawk is not restricted in the number of shares it can deliver through the FHL Augmentation Station as long as there is available unused capacity.
6. Black Hawk is not responsible for reporting the amount of water returned to Clear Creek on behalf of Arvada to the Water Commissioner or the Division Engineer.
7. Arvada is not responsible for reporting the amount of water delivered to Ralston Creek on behalf of Black Hawk to the Water Commissioner or the Division Engineer.
8. Operation. Arvada shall contact Black Hawk and inform them of the total number of inches they are requesting to be delivered through the Augmentation Station for their farm headgate turnback requirement. Black Hawk will notify Arvada if space is available for Arvada's requested turnback requirement within 24-hours. Arvada

cannot request a change in the number of inches to be delivered through the Augmentation Station more than once per week during the Church Ditch delivery season.

9. Cost. There shall be no charge assessed to either Black Hawk or Arvada for the operation of the Church Ditch Augmentation Station or the FHL Augmentation Station owned by the other Party pursuant to this Agreement.
10. Term of Agreement. The term of the Agreement will be in effect for as long as the augmentation stations are functional, subject to the right of either Party to terminate this agreement with 60 days' written notice.
11. Accounting. Each Party is responsible for submitting the accounting for their respective diversions herein to the Division Engineer's Office.
12. Notices. All notices and other communications under this Agreement shall be in writing. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via e-mail or facsimile on the person to whom notice is given; on the next business day after deposit for overnight delivery by a courier service such as Federal Express; or on the third day after mailing, if mailed to the Party is to be given by first class mail, postage prepaid, and properly addressed as follows:

Black Hawk:                      City of Black Hawk  
   Public Works Director  
   987 Miners Mesa Road  
   P.O. Box 68  
   Black Hawk, CO 80422  
   (303) 582-1324  
   Email: [tisbester@cityofblackhawk.org](mailto:tisbester@cityofblackhawk.org)

With a Copy to:                David Kueter, Water Attorney  
   Holsinger Law, LLC  
   1800 Glenarm Place, Suite 500  
   Denver, CO 80202  
   (720) 330-8253  
   Email: [dkueter@holsingerlaw.com](mailto:dkueter@holsingerlaw.com)

Arvada:                              City of Arvada  
   Director of Utilities  
   8101 Ralston Road  
   Arvada, CO 80002  
   (720) 898-7761  
   Email: [sisrael@arvada.org](mailto:sisrael@arvada.org)

13. No Third Party Beneficiaries. This Agreement is for the sole benefit of and binds the Parties, their successors and assigns. This Agreement affords no claim, benefit, or right of action to any third party.

14. Governmental Immunity. Nothing in this Agreement shall be construed to waive either Party's protection from liability or the limitations on liability due to sovereign immunity under the Colorado Governmental Immunity Act or otherwise.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
16. Negotiated Provisions. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Black Hawk and the City of Arvada have contributed substantially and materially to the preparation of this Agreement.
17. Authority. The Parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.
18. Assignment. Neither Party may assign its rights or delegate its duties under this Agreement without prior written consent of the other Party.

Executed as of the date first set forth above.

City of Black Hawk

Approved as to content and form;

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David D. Spellman, Mayor

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Corey Hoffmann, Attorney

City of Arvada

Approved as to content and form;

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Marc Williams, Mayor

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Rachel A. Morris, City Attorney



**COUNCIL BILL 11  
ORDINANCE 2020-11  
AN ORDINANCE  
APPROVING THE WATER  
STORAGE AGREEMENT  
BETWEEN THE CITY OF  
BLACK HAWK AND THE  
CITY OF GOLDEN**

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

**COUNCIL BILL NUMBER: CB11**

**ORDINANCE NUMBER: 2020-11**

**TITLE:       AN ORDINANCE APPROVING THE WATER STORAGE AGREEMENT  
BETWEEN THE CITY OF BLACK HAWK AND THE CITY OF  
GOLDEN**

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

Section 1.       The City of Black Hawk hereby approves the Water Storage Agreement between the City of Black Hawk and the City of Golden, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City of Black Hawk.

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 22<sup>nd</sup> day of April, 2020.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk



## CITY OF BLACK HAWK

### REQUEST FOR COUNCIL ACTION

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**SUBJECT:** Approve Council Bill 11, an Ordinance approving the Water Storage Agreement with the City of Golden.

**RECOMMENDATION:** If City Council chooses to approve Council Bill 11, an Ordinance approving the Water Storage Agreement with the City of Golden, the recommended motion is as follows: "Approve Council Bill 11, an Ordinance approving the Water Storage Agreement between the City of Black Hawk and the City of Golden."

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City of Golden is required to deliver 100 acre feet of water to the City of Black Hawk each year. This water is typically provided from the Vidler Tunnel, which is trans-basin water that can be used to extinction without return flow requirements. In some years, the City of Black Hawk takes delivery of the Vidler water into Green Lake or Georgetown Lake. Because of the wet spring, enough storage space in these reservoirs is not available. As in past years, the City of Golden has agreed to store portions of our Vidler water in Guanella Reservoir until we can exchange it to Green Lake or Georgetown Lake. The cost of the storage is 50% of the water put into Guanella Reservoir. For example, if we store 50 acre feet in Guanella, we keep 25 acre feet and Golden gets 25 acre feet. There is no monetary cost to the City. The alternative is to let the water flow down stream and make no use of it. This agreement has been in effect since 2015 and needs to be renewed for 2020.

**FUNDING SOURCE:**

N/A

**WORKSHOP DATE:**

April 22, 2020

**ORIGINATED BY:**

James Ford

**STAFF PERSON RESPONSIBLE:**

James Ford

**PROJECT COMPLETION DATE:**

June 15, 2021

**DOCUMENTS ATTACHED:**

Water Storage Agreement

**CITY ATTORNEY REVIEW:** [ ] Yes [ ] No [ ] N/A INITIALS \_\_\_\_\_

**SUBMITTED BY:**

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Thomas Isbester, Public Works Director

**REVIEWED BY:**

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Stephen Cole, City Manager

## WATER STORAGE AGREEMENT

This AGREEMENT dated this \_\_\_\_ Day of \_\_\_\_\_ 2020 is entered into between the City of Golden, a Colorado municipal corporation ("Golden") and the City of Black Hawk, a Colorado municipal corporation ("Black Hawk").

### *Recitals*

WHEREAS C.R.S. §29-1-201, as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, §18(2); and

WHEREAS, the purpose of Part 2 of Article 1 of Title 29, C.R.S., is to implement the aforesaid provisions of the Colorado Constitution and authorize the Parties to enter into intergovernmental agreements; and

WHEREAS, C.R.S. § 29-1-203(1) provides, inter alia, that governmental units may cooperate with one another to provide any function, service, or facility lawfully authorized to each of the contracting units;

WHEREAS, Black Hawk and Golden entered into an Assignment and Water Delivery Agreement dated June 7, 2007, pursuant to which Black Hawk is entitled to delivery from Golden of 100 acre-feet of fully consumable water between June 1, 2020 and October 31, 2020 (the "2020 Golden delivery"); and

WHEREAS, Golden owns and controls a reservoir known as Guanella Reservoir, an off-channel reservoir located adjacent to the West Fork of Clear Creek in Sections 29 and 30, Township 3 South, Range 74 West of the 6th P.M., in Clear Creek County, Colorado; and

WHEREAS, this Agreement is intended to authorize Black Hawk to store up to 100 acre-feet of the 2020 Golden delivery in Guanella Reservoir subject to the limitations herein; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Black Hawk shall be entitled to store up to 100 acre-feet of the 2020 Golden delivery in Guanella Reservoir. Depending on the source of the water delivered by Golden to Black Hawk, such storage may be by diversion of water into storage from the West Fork of Clear Creek, by exchange from Clear Creek, and/or by book-over of Golden's water previously stored in Guanella Reservoir.
2. Any water stored by Black Hawk in Guanella Reservoir pursuant to this Agreement shall be owned by Black Hawk and Golden on a 50%/50% basis.
3. Black Hawk will be charged pro rata with evaporation loss on its stored water at the same rate as applied to other waters stored in Guanella Reservoir, which will reduce Black Hawk's storage account under this Agreement.
4. Any water stored by Black Hawk in Guanella Reservoir during 2020 under this Agreement after evaporation loss is assessed and owned by Black Hawk, shall be removed from storage on or

before June 15, 2021. Black Hawk will coordinate with Golden on the timing and rate of release it desires for such water in a manner consistent with Golden's operations of Guanella Reservoir. Any water owned by Black Hawk pursuant to this agreement and remaining in storage in Guanella after June 15, 2021 may be released by Golden or may be booked over into Golden's storage accounts.

5. Golden and Black Hawk shall provide each other with all necessary accounting information relating to water stored by Black Hawk hereunder and, to the extent necessary, shall provide said information to the Division Engineer and/or Water Commissioner. To the extent any approvals are necessary in implementing this Agreement, those shall be Black Hawk's exclusive responsibility.

6. The term of this Agreement shall be from the date of execution through June 15, 2021. This Agreement may be renewed annually upon mutual written agreement of the Parties.

7. Black Hawk acknowledges that this Agreement provides for storage of raw water only. Neither party makes representations with respect to the quality of water diverted into or stored in Guanella Reservoir, or released therefrom, nor assumes responsibility therefor.

8. Nothing herein modifies any of the obligations of Golden and Black Hawk as set forth in the Assignment and Water Delivery Agreement dated June 7, 2007, except as may be expressly modified herein by allowing storage of up to 100 AF of the 2020 Golden delivery in Guanella Reservoir and the subsequent release of a portion thereof.

9. Notice: Any required notice, demand, or conveyance of information shall be sent via U.S. mail, email, or fax, or telephone call and subsequent mailing or fax to:

Golden:

Utilities Director  
City of Golden  
911 Tenth Street  
Golden, CO 80401  
Fax: 303.384.8161

Black Hawk:

Director of Public Works  
City of Black Hawk  
P.O. Box 68  
987 Miners Mesa Road  
Black Hawk, CO 80422  
Fax: 303.582.2250

With copy to:

Glenn E. Porzak  
Porzak Browning & Bushong LLP  
929 Pearl Street, Suite 300  
Boulder, CO 80302  
Fax: 303.443.6864

With copy to:

David L. Kueter  
Holsinger Law, LLC  
18000 Glenarm Place, Suite 500  
Denver, CO 80202  
Fax: 303.496.1025

The above individuals and addresses may be modified at any time by written notice.

10. Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the parties. This Agreement may be altered, amended or revoked only by an instrument in writing signed by both parties.



**RESOLUTION 36-2020**  
**A RESOLUTION**  
**APPROVING THE**  
**AGREEMENT FOR THE**  
**FABRICATION OF THE**  
**GREEN LAKE INTAKE**  
**STRUCTURE WITH ELGIN**  
**SEPARATIONS**  
**SOLUTIONS IN A TOTAL**  
**AMOUNT NOT TO**  
**EXCEED \$41,100.00**

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

**Resolution No. 36-2020**

**TITLE:       A RESOLUTION APPROVING THE AGREEMENT FOR THE  
FABRICATION OF THE GREEN LAKE INTAKE STRUCTURE WITH  
ELGIN SEPARATIONS SOLUTIONS IN A TOTAL AMOUNT NOT TO  
EXCEED \$41,100.00**

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 Agreement for the Fabrication of the  
Green Lake Intake Structure with Elgin Separations Solutions in a total amount not to exceed  
\$41,100.00, and authorizes the Mayor or the City Manager to execute the necessary documents on  
behalf of the City.

RESOLVED AND PASSED this 22<sup>nd</sup> day of April, 2020.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk





## CITY OF BLACK HAWK

### REQUEST FOR COUNCIL ACTION

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**SUBJECT:** Approve Resolution 36-2020, a Resolution approving the Fabrication of the Green Lake Intake Structure with Elgin Separations Solutions.

**RECOMMENDATION:** If City Council chooses to approve Resolution 36-2020, a Resolution approving the Fabrication of the Green Lake Intake Structure with Elgin Separations Solutions, the recommended motion is as follows: "Approve Resolution 36-2020, a Resolution approving the agreement for the Fabrication of the Green Lake Intake Structure with Elgin Separations Solutions in a total amount not to exceed \$41,100.00."

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Green Lake is jointly owned by The City of Black Hawk and Clear Creek County in which the City's share of the reservoir storage is 63% and the County's share is 37%. The inflow pipeline was replaced over six phases from 2010 through 2016. The Intake project is the last portion of infrastructure that diverts water from Leavenworth Creek to the Lake. The Intake Structure is a long lead item that requires fabrication. The installation of the Intake Structure will be bid separately in June after the Vidler water delivery. Staff will bring that contract to City Council for approval at that time. Black Hawk will administer the contracts. Clear Creek County will reimburse the City for their share of the project. The for this portion of the project, the City's share will be \$25,877.78 and the County's share will be \$15,222.22. Therefore, staff recommends award of the fabrication to Elgin Separation Solutions.

**FUNDING SOURCE:** 501-3151-4607429  
Green lake Pipeline

**WORKSHOP DATE:** April 22, 2020

**ORIGINATED BY:** James Ford

**STAFF PERSON RESPONSIBLE:** James Ford

**DOCUMENTS ATTACHED:** Elgin Separation Solutions Bid

**CITY ATTORNEY REVIEW:** [ ] Yes [ ] No [ ] N/A INITIALS \_\_\_\_\_

**SUBMITTED BY:**

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Thomas Isbester, Public Works Director

**REVIEWED BY:**

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Stephen Cole, City Manager



**CITY OF BLACK HAWK  
GREEN LAKE INTAKE STRUCTURE**

TO: City of Black Hawk, Colorado  
987 Miners Mesa Road  
Black Hawk, Colorado 80422

PROJECT: Green Lake Intake Project

Contractor: Elgin Separation Solution / Norris Screen & Mfg.

Receipt of Addendum Nos. 0 are hereby acknowledged.

- A. **PROPOSAL:** Pursuant to the "Invitation for Bids" for the above named project, and being familiar with all contractual requirements therefore, the undersigned Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, plant, transportation services, and all other things necessary for the completion of the Contractual Work, and perform the Work in accordance with the requirements and intent of the Contract Documents within the time of completion set forth herein:

**Bid Schedule – Green Lake Intake for the lump sum price listed below:**

**BASE BID**

Item No.	Description	Quantity	Unit	Unit Price (\$)	Extension (\$)
1	Intake Structure	1	L.S.	\$38,600	\$38,600

**ALTERNATIVE BID ITEM 1 – INTAKE STRUCTURE WITH RHINO LINER**

Item No.	Description	Quantity	Unit	Unit Price (\$)	Extension (\$)
2	Intake Structure with Rhino Liner Tough Grip	1	L.S.	\$43,600	\$43,600

**ALTERNATIVE BID ITEM 2 – STAINLESS STEEL INTAKE STRUCTURE**

Item No.	Description	Quantity	Unit	Unit Price (\$)	Extension (\$)
3	Stainless Steel Intake Structure	1	L.S.	\$41,100	\$41,100

**Total for BASE BID – Item 1**

Thirty eight thousand, six hundred dollars

(Words - Lump Sum)

\$ 38,600

(Numerals - Lump Sum)



**Total for ALTERNATIVE BID ITEM 1 -INTAKE STRUCTURE WITH RHINO LINER**

Forty three thousand, six hundred dollars

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(Words - Lump Sum)

\$ 43,600

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(Numerals - Lump Sum)

**Total for ALTERNATIVE BID ITEM 2 – STAINLESS STEEL INTAKE STRUCTURE**

Forty one thousand, one hundred dollars

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(Words - Lump Sum)

\$ 41,100

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(Numerals - Lump Sum)

- B. TIME FOR COMPLETION: If awarded this Work, the Bidder agrees to begin work within ten (10) days from the date of the Notice to Proceed and agrees to prosecute the Work with all due diligence and effort to assure completion as set forth in the Special Construction Provisions set forth in the Contract Documents.

Time for completion is an essential element of this Contract.

Furthermore, the Bidder agrees that failure to complete the Contract within the time proposed, including any extension thereof, shall be considered a breach of the Contract, and entitles the Owner to liquidated damages of rights of severance as specified.

- C. PARTIES INTEREST IN BID: The Bidder hereby certifies that the only persons or parties interested in this Proposal are those named herein, and that no other Bidder or prospective Bidder has been given any information concerning this Proposal.

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals, and to waive informalities and irregularities in Proposals received, and to accept that Proposal which in its judgment best serves the interest of the Owner.



FIRM NAME Elgin Separation Solutions / Norris Screen & Mfg.

BY Tim Lilly

*Tim Lilly*

TITLE President

BIDDER'S LEGAL STATUS Limited Liability Corp.

STATE OF INCORPORATION Virginia

BIDDER'S ADDRESS 21405 Governor GC Peery Hwy, Tazewell, VA 24651

PHONE 276.385.1171

ATTEST:

*Tammy Gibson*

Corporation Secretary



(SEAL)





Elgin Separation Solutions / Norris Screen & Mfg  
21405 Gov G C Peery Hwy  
Tazewell, VA 24651

Quote #:	1584-1
Date:	4/3/2020
Contact:	Chad Barber - 614.524.4588 (Elgin)
Phone:	Scott Marshall - 303.601.5215 (MISCOwater)
Attn:	City of Black Hawk, CO Jim Ford jford@cityofblackhawk.org

Item	Description	Unit Price	Quantity	TOTAL PRICE
1	<b>Intake Screen</b> Intake Capacity 10 ft3/s using customized version of A1.0 profile* Overall Size 10 ft weir - 4 ft of straight weir / 2 x 3 ft weirs on small miter angle Screen Details 0.09 in wide wedge wire / 1 mm slot openings / 7° tilt Head Loss 28.25 in of drop from crest to toe of screen Span Collection chamber span of 31.625 in Structural Loading Can withstand roughly 1 m of water in fully clogged condition Fastening 316 stainless steel fasteners provided to fasten to intake structure Material 304 stainless steel  * Intake capacity cannot be fully predicted with tilted weir shape, but capacity is based on a level weir condition	\$9,650	1	\$9,650
2	<b>Intake Structure</b> Description Intake structure according to 1584-605-2P Overall Size 116 in long x 42.375 in deep x 87.25 in tall Outlet Ø20 in pipe stub as shown on drawings Fastening Structure to be embedded into concrete at site, and partially filled with concrete Material ASTM A36 steel with primer and epoxy coating	\$35,800	1	\$35,800
3	<b>Intake Structure - Alternate 1</b> Description Intake structure according to 1584-605-2P Overall Size 116 in long x 42.375 in deep x 87.25 in tall Outlet Ø20 in pipe stub as shown on drawings Fastening Structure to be embedded into concrete at site, and partially filled with concrete Material ASTM A36 steel with primer Rhino Linings Tuff Grip	\$40,800	1	\$40,800
4	<b>Intake Structure - Alternate 2</b> Description Intake structure according to 1584-605-2P Overall Size 116 in long x 42.375 in deep x 87.25 in tall Outlet Ø20 in pipe stub as shown on drawings Fastening Structure to be embedded into concrete at site, and partially filled with concrete Material 304 stainless steel	\$38,300	1	\$38,300
5	<b>Freight estimate</b> Shipment of screens from factory in Tazewell, VA to jobsite in Black Hawk, CO	\$2,800	1	\$2,800
Freight: FOB Factory - Tazewell, VA (prepaid freight available - will add to invoice) - estimated above Lead time: 6 weeks from design approval for screen equipment Payment terms: 100% due at shipment (net 30 from invoice); pricing valid 60 days  Thank you for the opportunity to submit this pricing quotation. An integral part this proposal are the attached Elgin Terms and Conditions. Any additional terms, different terms, or other amendments to the terms and conditions contained herein are rejected unless expressly agreed to in writing by Elgin.				





## PURCHASE ORDER

**City of Black Hawk**  
**Public Works Department**  
987 Miners Mesa Road • P.O. Box 68  
Black Hawk, CO 80422  
(303) 582-1324

**P.O. No.:** 20-005

**Date:** April 22, 2020

**Vendor:** Elgin Separation Solutions  
21405 Governor GC Peery Highway  
Tazewell, VA 24651

**Ship To:** James Ford  
City of Black Hawk Water Department  
Hidden Valley Water Treatment Plant  
2189 East Idaho Springs Road  
Idaho Springs, CO 80452

**Requested By:** James Ford, Water Manager

**Project:** Green Lake Intake Structure

Quantity	Item No. and Description	Unit Cost	Extended Cost
1	Stainless Steel Intake Structure	\$41,100	\$41,100.00
Total:			\$41,100.00

Authorized By \_\_\_\_\_  
Stephen N. Cole, City Manager