



REVISED

REGULAR MEETING AGENDA

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

**March 9, 2022
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. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: February 23, 2022
7. PUBLIC HEARINGS:

None

8. ACTION ITEMS:

- A. ~~Motion Ratifying a Phone Poll and Approving a Request for Extended Hours for the Monarch Casino's Special Event Permit for the Hotel Grand Opening~~
- B. Resolution 15-2022, A Resolution Providing Funding for 2022 for the Gregory Street Hard District Business Marketing Association in the Amount of \$65,023.00
- C. Resolution 16-2022, A Resolution Approving the City of Black Hawk Fee Schedule, as Amended
- D. Resolution 17-2022, A Resolution Awarding the Bid and Approving the Contract Between the City of Black Hawk and Palace Construction Company, Inc. in an Amount Not to Exceed \$4,090,695.00 for Construction of the 221 Gregory Street Renovation and Grand Stair Project
- E. Resolution 18-2022, A Resolution Approving the Professional Services Agreement Between the City of Black Hawk and PEH Architects in an Amount Not to Exceed \$26,550.00 for Design Services on the Crook's Palace Exterior Improvements Project

9. CITY MANAGER REPORTS:

10. CITY ATTORNEY:

11. EXECUTIVE SESSION:

Executive Session to determine positions relative to matters that may be subject to negotiations related to Fire Department Automatic Aid, and to instruct negotiators regarding City owned land on Gregory Hill, the Gregory Street HARD District, and other City owned property, pursuant to C.R.S § 24-6-402(4)(e).

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**

February 23, 2022

MEETING MINUTES

Acting City Attorney Katie Vera 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, February 23, 2022, at 3:00 p.m.

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

Staff Present: Acting City Attorney Vera, City Manager Cole, Fire Chief Woolley, Police Chief Moriarty, Finance Director Hillis, Public Works Director Isbester, Maintenance Services Manager Jackson, Community Planning & Development Director Linker, Baseline Engineering Consultants Harris and Esterl, 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 no agenda changes.

4. **CONFLICTS OF INTEREST:** Acting City Attorney Vera 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.

Acting City Attorney Vera 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 that Tom Feeney had signed up to speak.

Tom Feeney, Black Hawk City resident and business owner was present on behalf of himself and Bean and Cream owner John Burtschi. He said he was happy that the sign plan was being heard today, but he had a quick comment that they would like the bases of the signs to be a little wider and beefier. He also wanted to thank the City for a great snow removal job.

6. APPROVAL OF
MINUTES:

February 9, 2022

**MOTION TO
APPROVE**

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

MOTION PASSED

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

7. PUBLIC HEARINGS:

A. Resolution 13-2022, A Resolution Conditionally Approving a Certificate of Architectural Compatibility for a Comprehensive Sign Plan for the Black Hawk Commons Comprehensive Plan

Mayor Spellman read the title and opened the public hearing.

Baseline Engineering Consultant Esterl went through her presentation. She explained the following: the panels are designed to be replaced if a tenant leaves, tenants will be required to submit their own sign plan if they want something different, and there are three different types of signage being proposed to help the tenants.

Tom Feeney, a business owner at the Commons, again spoke on behalf of himself and the Bean and Cream Coffee Shop owner. They would like a little more of a wider stone base on the sign on the south side by the steps, as it looks like an afterthought and not designed to fit in with the wall.

The lighting was confirmed to be exterior up-lighting; there is no internal lighting.

Mayor Spellman agreed the base could be a bit higher and look like the north end, so the recommendation is to make the size of the base on the south sign a bit higher and to match it to the base the lamp posts sit on to make it heavier and meatier looking.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 13-2022, a Resolution conditionally approving a Certificate of Architectural Compatibility for a Comprehensive Sign Plan for the Black Hawk Commons Comprehensive Plan open and invited anyone wanting to address the Board either “for” or “against” the proposed Resolution to come forward.

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

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 13-2022, a Resolution conditionally approving a Certificate of Architectural Compatibility for a Comprehensive Sign Plan for the Black Hawk Commons Comprehensive Plan.

MOTION PASSED

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

B. Local Liquor License Authority Consideration of a New Beer & Wine Liquor License for Gift Eclectic, LLC dba Mountain Poppy Boutique & Gift at 317 Gregory Street

Mayor Spellman read the title and opened the public hearing.

The applicant Leza Spencer introduced herself for the record and discussed the petition and her support.

Deputy City Clerk Martin provided the purpose of the hearing and the Council’s role acting as the Local Liquor Authority. She said the preliminary findings were in the packet, and the purpose of the hearing is to determine if the applicant is eligible to hold this license and if there is a need for this type of license in the neighborhood.

Deputy City Clerk Martin stated that in a review of the petition, she noted that Alderman Bennett had signed it and would recommend that he recuse himself.

Alderman Midcap asked the applicant about the opening date, to which she replied they are hoping for June 1st.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on the Local Liquor License Authority consideration of a new Beer & Wine Liquor License for Gift Eclectic, LLC dba Mountain Poppy Boutique & Gift at 317 Gregory Street open and invited anyone wanting to address the Board either “for” or “against” the proposed Beer & Wine Liquor license to come forward.

Tom Feeney, resident and business owner, spoke in support of the license and said it would be a great addition to the plaza.

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

**MOTION TO
APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve the new Beer & Wine Liquor License for Gift Eclectic, LLC dba Mountain Poppy Boutique & Gift at 317 Gregory Street.

MOTION PASSED

There was no discussion, and the motion **PASSED** 5-0, with Alderman Bennett's recusal.

8. ACTION ITEMS:

A. Local Liquor Authority Consideration of a Request for a New Hotel & Restaurant Liquor License for JKQ Consolidated, LLC dba JKQ BBQ & Grill at 200 Gregory Street to set the Boundaries of the Neighborhood and to Set a Date for Public Hearing

Mayor Spellman read the title.

Deputy City Clerk Martin reminded City Council that they were still acting as the City's Local Liquor Authority under the Colorado Liquor Code. The Clerk's office received a new application, and it was deemed complete on February 10, 2022. She said this meeting was to set the boundaries of the neighborhood, which is typically the entire City, and to schedule the public hearing for April 13, 2022.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve the request for a new Hotel & Restaurant Liquor License for JKQ Consolidated, LLC dba JKQ BBQ & Grill at 200 Gregory Street and to set the boundaries of the neighborhood as the whole City of Black Hawk, and to set the public hearing date for April 13, 2022.

MOTION PASSED

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

B. Resolution 14-2022, A Resolution Approving the Purchase of New and Replacement Capital Equipment

Mayor Spellman read the title.

Public Works Director Isbester said this equipment was already approved in the budget.

Alderman Midcap pointed out that some equipment qualifies for the Municipal two-year trade-in program at \$3700 per year. Maintenance Services Manager Jackson said he was unaware of that and will look into it. Alderman Midcap commented we received very good discounts.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 14-2022, a Resolution approving the purchase of new and replacement capital equipment.

MOTION PASSED

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

**9. CITY MANAGER
REPORTS:**

City Manager Cole asked Baseline Engineering Consultant Harris to show Council a new interactive resource map on the City's website. Mr. Harris went through the amenities of the map and acknowledged the City's GIS Analyst Gary Pauls for keeping up on the data files over the years. Mayor Spellman also wanted to recognize Baseline employees Ethan and Ryan for their work on the project.

10. CITY ATTORNEY:

Acting City Attorney Vera had nothing to report.

**11. EXECUTIVE
SESSION:**

Acting City Attorney Vera recommended item number 5 only for Executive Session regarding Artisans Point.

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:35 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

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

**MOTION TO
ADJOURN**

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

MOTION PASSED

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

12. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council adjourned at 3:55 p.m.

Michele Martin, CMC
Deputy City Clerk

David D. Spellman
Mayor

DRAFT

Motion Ratifying a Phone Poll and Approving a Request for Extended Hours for the Monarch Casino's Special Event Permit for the Hotel Grand Opening

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Monarch Casino Special Event Permit for a Searchlight after 10:00 p.m. until midnight on March 4, 2022 with staff's recommendation.

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

MOTION TO RATIFY a phone poll and approve a request for extended hours for the Monarch Casino's Special Event Permit for the Hotel Grand Opening.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Monarch Casino has submitted an application for a Special Event Permit to allow a searchlight until midnight for the Hotel Grand Opening scheduled for March 4, 2022. The searchlight will be located in their parking lot. Black Hawk Municipal Code allows the following:

Sec. 6-335. Hours permitted for special events.

No special event or annual program of special events shall be conducted prior to 8:00 a.m. or later than 10:00 p.m. on any day that the special event(s) is conducted, *unless otherwise approved by the City Council.*

Staff recommends that the search light cannot be angled less than 45 degrees. If angled less than 45 degrees, the search light can shine at the other casinos or other nearby buildings. It should also have something parking east of the location of the searchlight trailer so the direct beam and fixture is not directly seen from any westbound vehicles on Hwy 119 and Main Street when traveling in a western direction.

AGENDA DATE: March 9, 2022

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes[]No

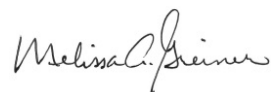
STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk

DOCUMENTS ATTACHED: Special Event Application for Searchlight – Monarch Casino

RECORD: []Yes [X]No

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

SUBMITTED BY:



Melissa A. Greiner, City Clerk

REVIEWED BY:



Stephen N. Cole, City Manager

RECEIVED



BLACK HAWK

CITY OF BLACK HAWK
CLERK'S OFFICE

SPECIAL EVENT APPLICATION FORM

City of Black Hawk

P.O. Box 68

Black Hawk, CO 80422

303-582-2221

MUST BE RECEIVED AT LEAST 30 DAYS PRIOR TO THE EVENT

Please refer to Black Hawk Municipal Code, Chapter 6, Sec. 6-331 for Special Event Permit information. The City of Black Hawk Municipal Code is available at www.cityofblackhawk.org.

Applicant: Monarch Casino Resort Spa
Address: 488 Main St., Black Hawk, CO 80422
Contact Person: Erica Ferris Phone: 303-859-7698
Email: eferris@monarchblackhawk.com
Emergency Contact: Diane Mulligan Phone: 720-273-0927
Name of Event: Hotel Grand Opening
Type of Event: Grand Opening cocktail party and dinner Promotional Event? ☒ YES ☐ NO
Event Location: 488 Main St., Black Hawk, CO 80422
Brief Description of Event: 200 guests celebrating the grand opening of the Monarch Casino Resort
Event Date(s): March 4, 2022
Hours of Event: 6:30-midnight
Events may take place between the hours of 8 a.m. and 10 p.m., unless otherwise approved by City Council.

ADDITIONAL INFORMATION REQUIRED FOR THIS REQUEST:

1. A site plan showing the location of the Special Event. Plan must be drawn with detail and clarity (preferably to scale) to demonstrate where everything will be, effects the activity will have on public or private property, and whether additional services will be requested from the City, such as Public Works personnel, or Police Officers. See attached checklist.
2. A description of what methods will be used to maintain public safety and security during the event. Provide a traffic control plan for any activity adjacent to City right-of-way. Also include location of all fire extinguishers, electrical power, barriers, etc. where applicable. All event sponsors are responsible for the safety of event attendees and the security of all event-related property. Event sponsors should be prepared to discuss their means of event security, including the size of the staff and whether overnight security will be necessary or not. If the event requires law enforcement services or emergency medical services from the City beyond routine patrol, event sponsors must meet with City staff to discuss.

ADDITIONAL DECLARATIONS:

1. Will vendors be selling food and/or beverages at the event? ☐ YES ☒ NO
2. Do you want to sell or provide alcoholic beverages at the event? ☐ YES ☒ NO
3. Will you need to amplify any sound at the event (music, voices, etc.)? ☐ YES ☒ NO

FEE SCHEDULE:

First Day
Each Additional Day

\$50
\$30

MAKE CHECK PAYABLE TO:

City of Black Hawk
PO Box 68
Black Hawk, CO 80422
ATTN: City Clerk

I hereby certify that the statements made in this application are true and complete to the best of my knowledge, and that I am authorized to execute the requirements of this application.

Erica L. Ferris 4641
Applicant Signature

02/18/2022
Date

FOR OFFICE USE ONLY

☒ Paid Amount: \$50 Check # or CC conf# 34090721 By: Michelle Maiten Date: 2/22/22

☐ City Services Required: ☐ Police ☐ Fire ☐ Public Works

approved as per email 2/23/22
Police Chief Date

approved with Baseline condition 2/24/22
CP & D Administrator Date

approved as per email 2/23/22
Fire Chief Date

approved as per email 2/23/22
Public Works Director Date

APPLICATION: ☒ Approved ☐ Denied – If denied, state reason why:

CONDITIONS OF APPROVAL (use additional sheet, if necessary):

Searchlight should not extend any beam line lower than a 45° angle above a vertical horizon, and something should be parked east of the location of the Searchlight trailer so the direct beam and fixture is not directly seen from any westbound vehicles on Hwy 119 and Main St travelling west.

City Clerk's Office Signature: Michelle Maiten Date: 2/25/2022



Special Events Permit Application Checklist

- ☐ Liquor License Premises Modification request (if applicable)
- ☐ Site Plan showing all tent, stage, portable toilets, strobe lights, generators, trailers, locations relative to lot lines, buildings, parked vehicles, etc.
- ☐ Tent(s):
 - Tent(s) over 400 square feet and/or having cooking or ignition source within 20 feet of it or under it, a Certification of Flame Resistance and a photograph of the label matching the certification sewn into the tent must be provided;
 - Site plan to show location of tent(s) to lot lines, buildings, parked vehicles, and internal combustion engines (all based on aggregate floor area in the tent structure);
 - List how the tent(s) will be anchored to withstand elements of weather and prevent collapse;
 - Prohibition of combustible materials (i.e. hay and straw) in the tent structure;
 - Posting of no smoking signs;
 - Use of fireworks prohibited within 100 feet of tent structure;
 - Reference where the portable fire extinguishers will be located;
 - Fire protection equipment as required by the fire code official;
 - Occupant load factors to include emergency exiting;
 - Show where heating and cooking equipment will be located, if under approved tent, the tent must be cleaned of residual cooking products (i.e. grease);
 - Storage, handling, and use of LP-gas and LP-gas equipment;
 - Storage and use of flammable-liquid-fueled equipment; location of equipment relative to means of egress;
 - Separation of generators from the tent structure; standby personnel when required by the fire code personnel; and
 - List where the combustible waste material collection and storage will be located in the tent structure.
- ☐ Road/sidewalk closure permit request and/or License Agreement request from City Council (if applicable)
- ☐ Temporary Facilities Authorization (portable toilets) from Black Hawk/Central City Sanitation District (if applicable);
- ☐ Private security; narrative detailing plan
- ☐ Traffic control/Flaggers
- ☐ Fire/Emergency apparatus access
- ☐ Special event shall not block or impede emergency exiting from the building
- ☐ Seating arrangements (tables and chairs)
- ☐ Outdoor cooking apparatus
- ☐ Inspections prior to event (Building/Fire)
- ☐ Signage Plan for event - If a Comprehensive Sign Plan (CSP) is approved for such property, applicant shall provide a letter indicating signage will comply with the approved CSP and enclose a copy of the CSP. Sign dimensions, locations, and method of attachment shall be shown on the proposed event site plan, (Velcro is acceptable; however, string, rope or bungee cord style attachment techniques are not.)

Michele G. Martin

From: Sarah Beatty <sarah@mandccommunications.com>
Sent: Tuesday, February 22, 2022 2:52 PM
To: Michele G. Martin
Subject: Re: Monarch Casino special events permit & map-

Hi Michele-

There will be 1 searchlight with 4 beams. I am also attaching a Google Satellite map image of the parking lot where we'll put the searchlight-- will this work?

Thanks- Sarah
/Monarch



Sarah Beatty, APR

Vice President, M&C Communications
303-949-2015 | sarah@mandccommunications.com
www.mandccommunications.com



On Tue, Feb 22, 2022 at 2:48 PM Michele G. Martin <MMartin@cityofblackhawk.org> wrote:

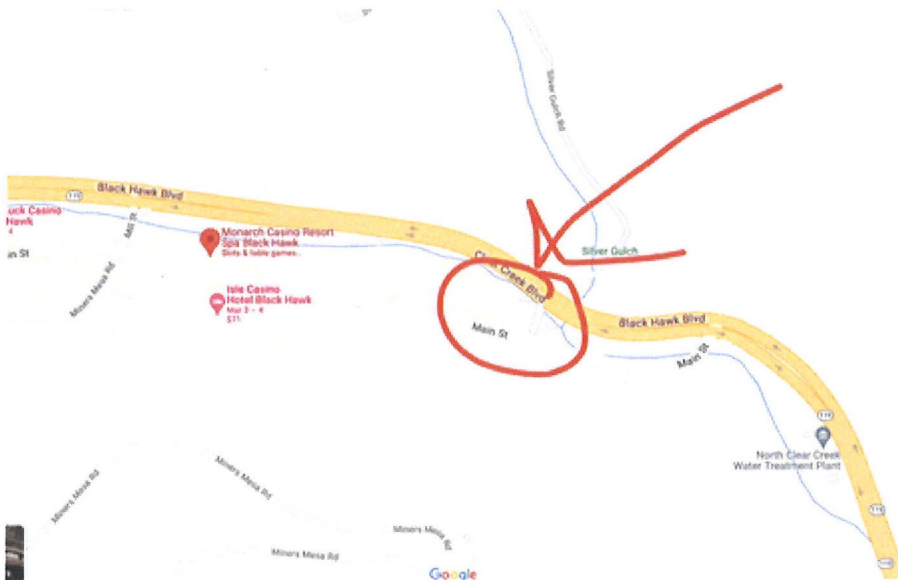
Hi – I was really looking for a more specific type of map, but in the meantime, I will send to our departments and see what they say. Can you please confirm how many searchlights there will be?

The searchlights will go in the Monarch parking lot right in front of the parking garage at Main Street and Hwy 119. The special events application is also attached.

Please let me know if you have any questions.

Thanks!

Sarah



Sarah Beatty, APR

Vice President, M&C Communications

303-949-2015 | sarah@mandccommunications.com

www.mandccommunications.com



Create your own email signature



Michele G. Martin

From: Christopher Woolley
Sent: Wednesday, February 23, 2022 8:20 AM
To: Michele G. Martin
Subject: Re: Monarch Casino special events permit & map-
Attachments: image001.png; special_event_application_form_-_final_1.pdf

No issues from Fire.

Christopher Woolley
Fire Chief
Black Hawk Fire Department

On Feb 22, 2022, at 2:52 PM, Michele G. Martin <MMartin@cityofblackhawk.org> wrote:

Hi, attached is a Special Event Application, and below is their "map" for the Monarch's Grand Opening Searchlights for Friday, March 4.

Can you please take a look and provide approval or comments/questions asap?

Thanks,
Michele

Michele Martin, CMC

Deputy City Clerk
City of Black Hawk
P.O. Box 68
201 Selak Street
Black Hawk, CO 80422
303-582-2221 office
303-582-0848 fax
MMartin@cityofblackhawk.org
www.cityofblackhawk.org

"Darkness cannot drive out darkness: only light can do that. Hate cannot drive out hate: only love can do that." Martin Luther King Jr.

From: Sarah Beatty <sarah@mandccommunications.com>
Sent: Tuesday, February 22, 2022 2:03 PM
To: Michele G. Martin <MMartin@cityofblackhawk.org>
Subject: Monarch Casino special events permit & map-

*****PLEASE NOTE: This E-Mail originated from OUTSIDE the organization (City of Black Hawk), use caution when replying to this message, clicking links, or opening any attachments.*****

Michele G. Martin

From: Michelle Moriarty
Sent: Wednesday, February 23, 2022 7:33 AM
To: Cynthia Linker; Michele G. Martin; Christopher Woolley; Tom Isbester
Cc: Melissa Greiner
Subject: RE: Monarch Casino special events permit & map-

PD is fine

From: Cynthia Linker <CLinker@cityofblackhawk.org>
Sent: Tuesday, February 22, 2022 4:49 PM
To: Michele G. Martin <MMartin@cityofblackhawk.org>; Christopher Woolley <CWoolley@cityofblackhawk.org>; Michelle Moriarty <mmoriarty@cityofblackhawk.org>; Tom Isbester <TIsbester@cityofblackhawk.org>
Cc: Melissa Greiner <MGreiner@cityofblackhawk.org>; Cynthia Linker <CLinker@cityofblackhawk.org>
Subject: RE: Monarch Casino special events permit & map-

Michele:

Yes, I feel they have adequately identified the location—no further comments from CP&D.

Cynthia L. Linker
Community Planning & Development Director
City of Black Hawk
211 Church Street, PO Box 68, Black Hawk, CO 80422
303-582-0615 Office
303-582-0667 Cell
clinker@cityofblackhawk.org

From: Michele G. Martin <MMartin@cityofblackhawk.org>
Sent: Tuesday, February 22, 2022 3:32 PM
To: Cynthia Linker <CLinker@cityofblackhawk.org>; Christopher Woolley <CWoolley@cityofblackhawk.org>; Michelle Moriarty <mmoriarty@cityofblackhawk.org>; Tom Isbester <TIsbester@cityofblackhawk.org>
Cc: Melissa Greiner <MGreiner@cityofblackhawk.org>
Subject: RE: Monarch Casino special events permit & map-

Does that second email I sent after this one help with a better location, or do you still need something more?

Michele Martin, CMC

Deputy City Clerk
City of Black Hawk
P.O. Box 68
201 Selak Street
Black Hawk, CO 80422
303-582-2221 office
303-582-0848 fax
MMartin@cityofblackhawk.org
www.cityofblackhawk.org

Michele G. Martin

From: Tom Isbester
Sent: Wednesday, February 23, 2022 10:46 AM
To: Michele G. Martin
Subject: RE: Monarch Casino special events permit & map-

No concerns from PW

From: Michele G. Martin <MMartin@cityofblackhawk.org>
Sent: Tuesday, February 22, 2022 2:53 PM
To: Christopher Woolley <CWoolley@cityofblackhawk.org>; Michelle Moriarty <mmoriarty@cityofblackhawk.org>; Tom Isbester <TIsbester@cityofblackhawk.org>; Cynthia Linker <CLinker@cityofblackhawk.org>
Cc: Melissa Greiner <MGreiner@cityofblackhawk.org>
Subject: FW: Monarch Casino special events permit & map-
Importance: High

Hi, attached is a Special Event Application, and below is their "map" for the Monarch's Grand Opening Searchlights for Friday, March 4.

Can you please take a look and provide approval or comments/questions asap?

Thanks,
Michele

Michele Martin, CMC

Deputy City Clerk
City of Black Hawk
P.O. Box 68
201 Selak Street
Black Hawk, CO 80422
303-582-2221 office
303-582-0848 fax
MMartin@cityofblackhawk.org
www.cityofblackhawk.org

"Darkness cannot drive out darkness: only light can do that. Hate cannot drive out hate: only love can do that." Martin Luther King Jr.

From: Sarah Beatty <sarah@mandccommunications.com>
Sent: Tuesday, February 22, 2022 2:03 PM
To: Michele G. Martin <MMartin@cityofblackhawk.org>
Subject: Monarch Casino special events permit & map-

*****PLEASE NOTE: This E-Mail originated from OUTSIDE the organization (City of Black Hawk), use caution when replying to this message, clicking links, or opening any attachments.*****

Hi Michele-

Michele G. Martin

From: Cynthia Linker
Sent: Thursday, February 24, 2022 8:13 AM
To: Michele G. Martin
Cc: Cynthia Linker
Subject: FW: Monarch Casino special events permit & map-
Attachments: special_event_application_form_-_final_1.pdf

Please see recommendation below from Baseline. Thank you.

Cynthia L. Linker
Community Planning & Development Director
City of Black Hawk
211 Church Street, PO Box 68, Black Hawk, CO 80422
303-582-0615 Office
303-582-0667 Cell
clinker@cityofblackhawk.org

From: Vince Harris <vince@baselinecorp.com>
Sent: Thursday, February 24, 2022 12:06 AM
To: Cynthia Linker <CLinker@cityofblackhawk.org>
Cc: Julie Esterl - Contact <Julie.esterl@baselinecorp.com>
Subject: FW: Monarch Casino special events permit & map-

Cindy – the only suggestion I think could get included is that the searchlights should not extend any beam line lower than a 45 degree angle above a vertical horizon, and it should also have something parking east of the location of the searchlight trailer so the direct beam and fixture is not directly seen from any westbound vehicles on HWY119 and Main Street when traveling in a western direction. Thanks.

Vince

VINCENT HARRIS, AICP | PRINCIPAL
Baseline Engineering Corporation | Engineering, Planning, & Surveying
Cell: 303.912.1900 | www.baselinecorp.com
Office: [112 N. Rubey Drive, #210, Golden, CO 80403](https://www.baselinecorp.com/112-N-Rubey-Drive-210-Golden-CO-80403)

Thank you for your support! We are now in the office, as well as home, continuing to provide the best services for our clients.

From: Cynthia Linker <CLinker@cityofblackhawk.org>
Sent: Wednesday, February 23, 2022 10:02 AM
To: Vince Harris <vince@baselinecorp.com>
Cc: Cynthia Linker <CLinker@cityofblackhawk.org>
Subject: FW: Monarch Casino special events permit & map-

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

**RESOLUTION 15-2022
A RESOLUTION
PROVIDING FUNDING
FOR 2022 FOR THE
GREGORY STREET HARD
DISTRICT BUSINESS
MARKETING
ASSOCIATION IN THE
AMOUNT OF \$65,023**

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

Resolution No. 15-2022

TITLE: A RESOLUTION PROVIDING FUNDING FOR 2022 FOR THE GREGORY STREET HARD DISTRICT BUSINESS MARKETING ASSOCIATION IN THE AMOUNT OF \$65,023.00

WHEREAS, the business owners within the Gregory Street History Appreciation Recreation Destination District (“HARD District”) have created a 501(c)(6) non-profit corporation organized under the laws of the Colorado Nonprofit Corporation Act, C.R.S. § 7-121-101, *et seq.* known as The Gregory Street HARD District Business Marketing Association (the “Association”) to carry out authorized marketing and associated functions, and seek additional grant funding to benefit the Association and the City;

WHEREAS, the boundaries of the Association are more particularly described in **Exhibit A**, attached hereto, and incorporated herein by this reference; and

WHEREAS, the City Council desires to provide the initial funding to the Association in the amount of Sixty-Five Thousand Twenty-Three Dollars (\$65,023.00) for budget year 2022, and thereafter, subject to annual appropriation, the City Council shall continue to fund the Association by resolution on an annual basis.

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

Section 1. The City Council hereby determines to provide the initial funding to The Gregory Street HARD District Business Marketing Association in the amount of Sixty-Five Thousand Twenty-Three Dollars (\$65,023.00), the boundaries of the Association as set forth in **Exhibit A**.

Section 2. The City Council also affirms its intent to continue to fund the Association on an annual basis by resolution, subject to annual appropriation. In addition, the City further affirms to consider requests from the Association for matching funds that may be necessary to the extent the Association is able to receive grant funding consistent with the authorized purposes of the Association, and consistent with its Articles of Incorporation and Bylaws.

RESOLVED AND PASSED this 9th day of March, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

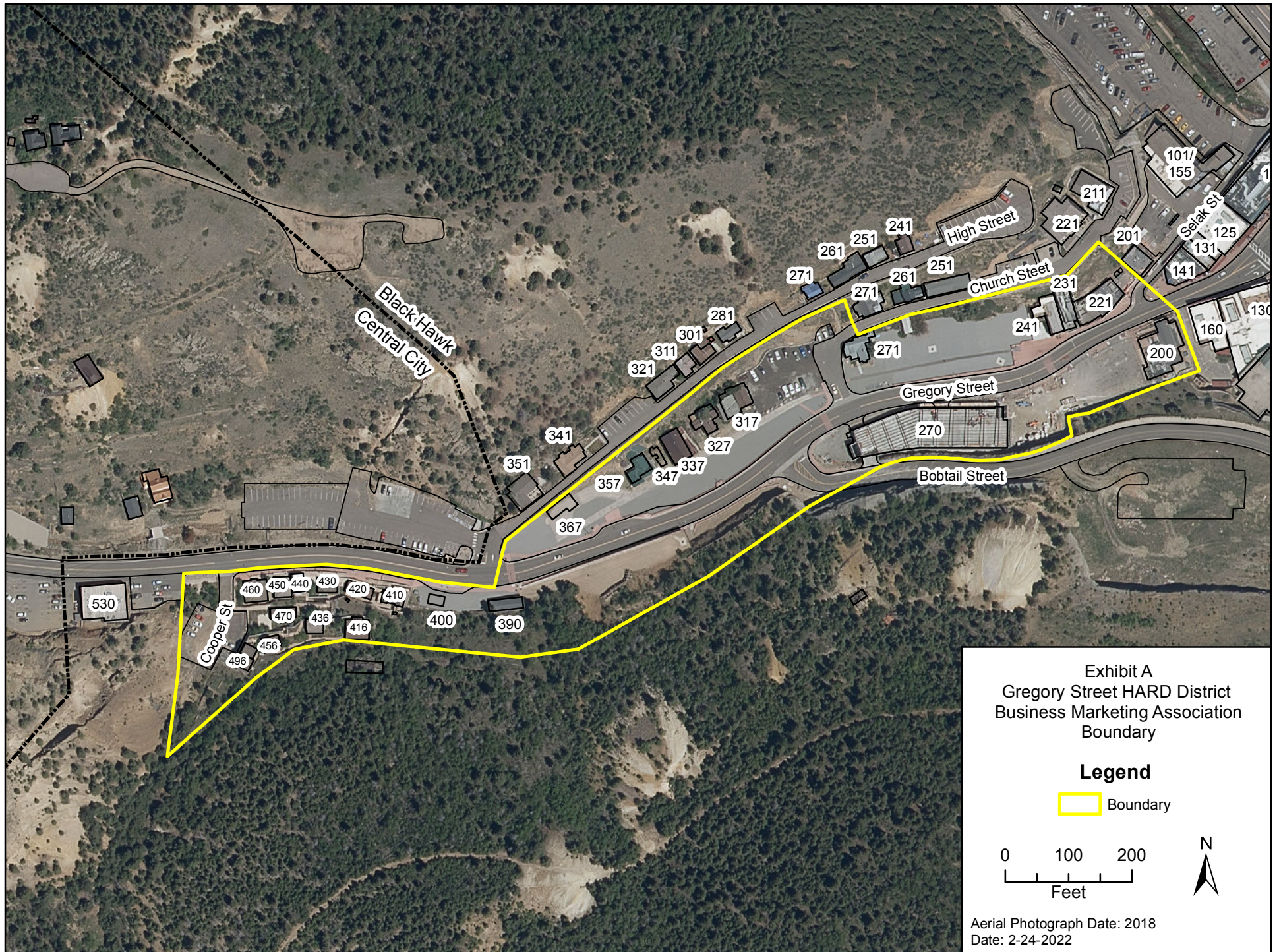


Exhibit A
Gregory Street HARD District
Business Marketing Association
Boundary

Legend

 Boundary

0 100 200
Feet



Aerial Photograph Date: 2018
Date: 2-24-2022

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of \$65,023 to fund the Gregory Street Hard District Business Marketing Association and thereafter provide annual funding subject to annual appropriations.

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

MOTION TO APPROVE *Resolution 15-2022, a Resolution providing funding for 2022 for the Gregory Street Hard District Business Marketing Association in the amount of \$65,023.00.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER: As the City continues to develop the Hard District, the City and current businesses within the Hard District identified a need to establish a business association. As a result, a small group of anchor businesses, supported by the City, drafted bylaws and Articles of Incorporation seeking to become a 501(c)(6) non-profit corporation under the name of the Gregory Street Hard District Business Marketing Association. The City desires to commit \$65,023 in initial funding to the Association in 2022 and commit funding in subsequent years, subject to annual appropriations. The initial funding is intended only to represent a portion of the total funding for the Association. Future funding shall be derived from a combination of funding from the City, membership dues, fundraising, events, auctions, donations, and other various sources of revenue. The Association may apply and receive subsequent grant funding, at which time the Association may seek matching funds from the City.

AGENDA DATE: March 9, 2022

DEPARTMENT DIRECTOR APPROVAL: [] Yes [X] No

STAFF PERSON RESPONSIBLE: Stephen Cole, City Manager

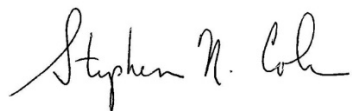
DOCUMENTS ATTACHED: Gregory Street Hard District Business Marketing Association Bylaws; Articles of Incorporation of the Gregory Street Hard District Business Association

RECORD: [] Yes [X] No

CoBH CERTIFICATE OF INSURANCE REQUIRED [] Yes [X] No

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

SUBMITTED BY:



Stephen N. Cole, City Manager

GREGORY STREET HARD DISTRICT BUSINESS MARKETING ASSOCIATION BYLAWS

The Gregory Street History Appreciation Recreation Destination District ("HARD District") Business Marketing Association is a 501(c)(6) non-profit corporation organized under the laws of the Colorado Nonprofit Corporation Act, C.R.S. § 7-121-101, *et seq.* The following Bylaws, as amended, are the Association's rules for transaction of business and governance of its operations and prescribe procedures and a code of conduct for its Board of Directors and Officers.

ARTICLE I – OFFICES

A. *Name and Location.* The name of the corporation is the Gregory Street HARD District Business Marketing Association, (the "Association"). The principal office of the Association shall be located at City Hall 201 Selak St, Black Hawk, Colorado 80422. The Association may have such other offices within Colorado, as the Board of Directors may designate. Meetings of members of the Board of Directors may be held at such places as designated by the Board of Directors.

B. *Registered Office and Agent.* The registered office and registered agent of the Association required by the Colorado Corporation Code, C.R.S § 7-1-101, *et seq.*, to be maintained in Colorado shall be Joseph Tinucci located at PO Box 695, Central City, CO 80427. The registered office and the registered agent may be changed from time to time by the Board of Directors.

C. *Purpose.* In addition to the purposes set forth in the Articles of Incorporation for the Association, the Association shall exist to carry out exempt functions including the establishment and operation of an organization to benefit business in the Gregory Street HARD District as it currently exists, as more particularly described in **Exhibit A**, attached hereto and incorporated by this reference.

D. *Funding.* Funding for the Association shall be derived from a combination of funding from the City, membership dues which shall be established from time to time by the Board, fundraising events, auctions, donations, and other various sources of revenue. Initial funding from the City shall be in the amount of \$65,023 as more particularly described in City of Black Hawk Resolution No. __ -2022, and thereafter, subject to annual appropriation, the City Council shall continue to fund the Association through by resolution on an annual basis.

E. *Authority to Receive Grants.* The Association shall have the specific authority to apply for and receive grants that are consistent with the purpose of the Association and these Bylaws, and the Association may seek and the City of Black Hawk shall consider matching funds from the City of Black Hawk for any such grant applications in addition to the funding contemplated by subsection D. of this Article I.

ARTICLE II – GENERAL MEMBERSHIP AND VOTING RIGHTS

A. *Membership.* Any business located in or that operates in the Gregory Street Plaza or HARD District may become a member of the Association. The Board shall, from time to time, establish additional criteria required to become a member of the Association. Each Member shall appoint

one representative of the business who may vote in annual elections and at special meetings called by the Directors that require a vote of the general membership of the Association.

B. *Annual Dues.* Annual membership dues are \$50 per business. Members of the Association shall pay their annual dues no later than thirty days before the Association's annual meeting in order to remain in good standing. Membership dues shall be established by the Board and voted on at the Annual Meeting.

C. *Annual Meetings.* The first regular meeting of the members of the Association shall be held on a date and at a time established, by the Board of Directors upon written or electronic notice given to all members. If the day for the regular Annual Meeting is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

D. *Special Meetings.* Special meetings of the members of the Association may be called at any time by the Board of Directors, or upon written request of half of the Association members.

E. *Notice of Meetings.* Written notice of each meeting of the members of the Association shall be given by, or at the direction of, the President, Secretary or the person authorized to call the meeting either by hand delivery, mailing a copy of such notice, email, or a combination thereof, at least ten (10) days before annual meetings and (7) days before special meetings. Such notice shall specify the place, and/or video conference link, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of a meeting in which members shall be entitled to vote, shall contain a short summary of the issue the members will be voting on, or names of candidates up for election.

F. *Quorum.* The presence at a meeting of ten percent (10%) of the Association's members entitled to cast votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or these Bylaws. An affirmative vote of a majority of the votes present where a quorum is in attendance in person or via virtual meeting shall be necessary to transact business and to adopt decisions binding on all members of the Association. If such quorum shall not be present or represented at any meeting, the members entitled to vote there shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Members and Directors may also vote via mail or email through a process approved by the Board.

ARTICLE III – BOARD OF DIRECTORS

A. *Number and Establishment.* The Board of Directors shall consist of five (5) members who meet the criteria required to become a member under Article II(A). The Director members must each represent a different business or business interest in Gregory Street Plaza or the HARD District. The Board established in the Articles of Incorporation shall serve until replaced by the procedure in these Bylaws. Officers may also be elected to serve as Directors.

B. *Powers.* The Board of Directors shall have the power to:

- i. Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws or the Articles of Incorporation;
- ii. Carry out and oversee all functions and activities in furtherance of the Association's stated purpose and goals;
- iii. Contract to employ and terminate employment of independent contractors as the Board deems necessary to accomplish Association objectives, and to prescribe their duties. Duties and powers of the Board may be delegated to said contractors as deemed appropriate by the Board.
- iv. Enter into, make, perform or enforce contracts, and agreements of every kind and description

C. *Term of Office.* At each annual meeting of members, Board members shall be elected for a period of two years unless the Board establishes a different term. The members of the Board of Directors shall hold office until their respective successors have been elected by the Association or appointed by the Board. The number of members of the Board of Directors and their terms may be changed by amendment to these Bylaws.

D. *Removal.* Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association, or by a majority vote of the Board. In the event a Board member has three consecutive unexcused absences, said Board member may be removed upon motion and majority vote of the Board. In the event of death, resignation, or removal of any Board of Directors member, his or her successor shall be selected by the remaining members of the Board to serve for the unexpired term of his or her predecessor.

E. *Compensation.* No Board member shall receive compensation for any service he or she may render to the Corporation as a Director. However, any Board member may be reimbursed for his or her actual expenses incurred in the performance of his or her duties with the approval of the Board.

F. *Committees.* The Board shall appoint or form committees as deemed appropriate in carrying out its purposes.

G. *Contractors.* The Board shall hire or contract with individuals or organizations as deemed appropriate in carrying out its purposes.

ARTICLE IV –MEETINGS OF BOARD OF DIRECTORS

A. *Regular Meetings.* Unless otherwise scheduled, regular meetings of the Board of Directors shall be held quarterly, or as the needs of the Association dictate, at such place and hour as may be fixed from time to time by resolution of the Board.

B. *Special Meetings.* Special meetings may be called by the President or two Directors. The President shall fix the place and time for the special meeting, and shall give the Directors no less

than 72 hours' notice in advance of the special meeting, either by announcing the special meeting at a prior regular meeting, telephoning the Directors, or transmitting a notice by electronic mail to the Directors' email addresses.

C. *Quorum.* A majority of the Directors of the Board shall constitute a quorum for the transaction of business at any meeting; provided that if less than a majority of the members are present at any meeting, a majority of the members who are present may postpone the meeting to another time without further notice and may continue any items on the agenda to a date certain.

D. *Manner of Acting.* Except when specifically otherwise provided by law, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Association. The Director presiding over the meeting shall be entitled to vote on all matters where a vote is required or permitted.

E. *Action Taken Without a Meeting.* The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written email approval of the majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting.

F. *Parliamentary Rules.* Any matter not addressed by these Bylaws shall be governed by the most recent edition of Robert's Rules of Order.

ARTICLE V –OFFICERS

A. *Enumeration of Officers.* The officers of this Corporation shall be a President, who shall be a member of the Board of Directors and a Vice-president, Secretary and Treasurer, and such other officers as the Board may from time to time by resolution create.

B. *President.* The President shall preside at all meetings of the Board of Directors and the meetings of the members of the Association; shall see that the orders and resolutions of the Board are carried out; shall sign all contracts and agreements, and other written instruments as designated by the Board. The President shall have the ability to be a signer on the bank.

C. *Vice-President.* The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. In addition, the Vice-President shall be a member of or oversee all activities of the committees which are established by the Board.

D. *Secretary.* The Secretary shall digitally record all meetings and upload/keep a copy of all meetings and proceedings of the Board and of the Corporation, maintain access to digital storage of meeting recordings; serve notice of meetings of the Board and of the members of the Corporation; keep current records showing the members of the Corporation together with their addresses, and shall perform such other duties as required by the Board.

E. *Treasurer.* The Treasurer shall open a bank account and receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by the Board in payment of the Corporation's obligations, shall sign checks and other documents as designated

by the Board; keep proper books of account; and shall prepare an annual budget with the assistance of the Board and a statement of income and expenditures to be presented at the Corporation's regular annual meeting.

ARTICLE VI – ELECTION AND TERM OF OFFICERS

A. *Election of Officers.* At the first Association meeting held in February of each year, the Board shall elect a President, Vice-President, Secretary, and Treasurer, and may elect other officers as the Board may from time to time by resolution create.

B. *Term.* The officers for the Association shall be elected annually by the Board to serve a two-year term and each shall hold office for such period, unless they should resign sooner, be removed, or be otherwise disqualified to serve.

C. *Special Appointments.* The Board may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

D. *Resignation and Removal.* Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

E. *Vacancies.* A vacancy in any office may be filled by appointment by the Board at a regularly scheduled or special meeting. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

ARTICLE VII – MEMBER CODE OF CONDUCT

A. *Definitions.*

1. "Confidential or privileged information" means all information or material that has commercial value or other utility to the Association and which the Association or any of its Officers or Directors request to be kept confidential. It also includes all attorney-client communications and other matters which may be expected to be kept confidential.

2. "Conflict of interest" means where a member, Director or Officer has a personal or business interest that is adverse to the Association's interests and that affects the member's impartiality, or creates personal bias or prejudice, in a matter proposed or pending before the Association.

B. *Restrictions.*

1. Members shall not, aside from in promotion of the Association and Association business members, disclose or use any confidential or privileged information in furtherance of any personal or pecuniary interest or to further the personal or pecuniary interest of any other person.

2. Members shall not vote, make a recommendation, or render a final decision on an issue in which they have an adverse conflict of interest.

C. *Confidential Information.* Members shall not knowingly disclose confidential or privileged information to any third party. This Section is not intended to impair or limit public access to information that is otherwise publicly available upon request.

D. *Application of Laws.* Each member shall take into account and consider with respect to their conduct and activities all applicable provisions of the Town Code and all applicable Colorado statutes.

ARTICLE VIII – AMENDMENTS AND MISCELLANEOUS

A. *Amendments.* These Bylaws may be amended, at an annual or special meeting or by mail ballot of the members of the Association, by a vote of fifty-one percent (51 %) of the members of the Association or by a majority vote of the Board of Directors. Provided however, no such amendment shall be effective until it has been approved in writing by the City Council of the City of Black Hawk, by and through the Black Hawk City Manager.

B. *Voting Rights.* The Board of Directors may require reasonable evidence of membership be provided in determining eligibility of a member to vote at the annual meeting or special meetings of the Association.

C. *Nonprofit Corporation.* The Association is not organized for profit and no member, member of the Board, or Officer shall receive any pecuniary profit from the operation thereof, and no part of the funds or assets of the Association be distributed to, or inure to the benefit of, any Directors of the Board, officers, or member, except for reimbursement for reasonable expenses incurred by such persons in the performance of their duties.

D. *Indemnification.* The Association shall indemnify every director, officer, agent, or employee or any former Board of Directors member, officer, agent, or employee against loss, costs, and expenses, including attorney fees reasonably incurred in connection with any action, suit, or proceeding in which such person may be made a party by reason of being, or having been such Board of Directors member, officer, agent or employee of the Association, except as to matters concerning which such person shall be liable for gross negligence or fraud. Any such indemnification may be paid out of the insurance proceeds provided by insurance purchased by the Association.

GREGORY STREET HARD DISTRICT
BUSINESS MARKETING ASSOCIATION

By: _____
Secretary

ARTICLES OF INCORPORATION OF GREGORY STREET HARD DISTRICT BUSINESS MARKETING ASSOCIATION

The undersigned natural person, being eighteen years of age or older, acting as incorporator of the above-named non-profit corporation under the laws of the Colorado Nonprofit Corporation Act, C.R.S § 7-121-101, *et. seq.*, adopts the following Articles of Incorporation:

ARTICLE I: NAME

The name of this corporation shall be the Gregory Street HARD District Business Marketing Association (the "Association"), and the boundaries of the Association shall be as set forth in **Exhibit A**, attached hereto and incorporated by this reference.

ARTICLE II: ADDRESS

The principal office address of the Association's initial principal office is:

Street address: City Hall 201 Selak St, Black Hawk, Colorado 80422.

Mailing address: PO Box 68, Black Hawk, CO 80422

ARTICLE III: REGISTERED AGENT

The initial registered agent of the Association is Joseph Tinucci, at the above street address, or, at the following address, if different: PO Box 695, Central City, CO 80427, consents to being appointed to serve as the registered agent.

ARTICLE IV: DURATION

The period of duration of the Corporation shall be perpetual.

ARTICLE V: PURPOSE

The Association shall be a non-profit corporation and its object shall be to carry out exempt functions and to advance and aid the operation of businesses in the Gregory Street Plaza, the History Appreciation Recreation Destination District ("HARD District"), and in any other areas in the Town that the Directors may decide to include.

In furtherance of the foregoing purposes, the Association shall have and may exercise all of the rights, powers, and privileges now or hereinafter conferred upon nonprofit corporations organized under the laws of the State of Colorado. In addition, the Association may do everything necessary, suitable, or proper for the accomplishment of any of its corporate purposes. The Association is organized exclusively for charitable, religious, educational, or scientific purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code.

ARTICLE VI: MEMBERSHIP

The Association shall be run by a Board of Directors that shall have the authority and responsibility to vote to adopt, amend, or repeal bylaws, provided that such bylaws are consistent with these Articles of Incorporation.

ARTICLE VII: BOARD OF DIRECTORS

The following 5 directors shall constitute the initial Board of Directors:

President: Sadie Schultz

Address: 315 Juniper Rd, Black Hawk CO 80422

Vice President: Erik Myhre

Address: 328 Long trail Rd, Black Hawk CO 80422

Secretary: Sumiyyah Azuriah

Address: 1201 North Clarkson St Apt 205, Denver Co 80218

Treasurer: Joseph Tinucci

Address: PO Box 695, Central City, CO 80427

Member at Large: Leza Spencer

Address: PO Box 662, Central City CO 80427

The number of directors shall be as prescribed in the Association's Bylaws and may be altered by an amendment to said Bylaws.

ARTICLE VIII: LIABILITY OF DIRECTORS

To the fullest extent permitted by the Colorado Corporation Code, C.R.S § 7-1-101, *et. seq.*, as the same exists or may hereinafter be amended, a director of the Association shall not be liable to the Association or its members for monetary damages for breach of fiduciary duty as a director.

ARTICLE IX: INDEMNIFICATION

To the fullest extent permitted by the Colorado Corporation Code, as the same exists or may hereinafter be amended, the Association shall have the power to indemnify the officers and directors of the Association.

ARTICLE X: NO PRIVATE BENEFIT

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make

payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of, or any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code, or corresponding Section of any future federal tax code; or (b) by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or corresponding Section of any future federal tax code.

ARTICLE XI: DISSOLUTION

Upon the dissolution of the Association, all of the Association's remaining assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code, or corresponding Section of any future federal tax code, to one or more exempt organizations chosen by the Board of Directors or shall be distributed to the local government for a public purpose. Any such assets not so disposed of shall be disposed of by the district court in the county in which the principal office of the Association is then located, exclusively for such purposes or to such organization or organizations as said court shall determine which are organized and operated exclusively for such purposes.

ARTICLE XII: INCORPORATOR

The name and address of the Incorporator is:

STATE OF _____)
) ss.
COUNTY OF _____)

The above and foregoing signature of _____ was subscribed and sworn to before me this _____ day of _____, 2022.

Witness my hand and official seal.

My commission expires: _____

Notary Public

RESOLUTION 16-2022
A RESOLUTION
APPROVING THE CITY OF
BLACK HAWK FEE
SCHEDULE, AS AMENDED

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 16-2022

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 9th day of March, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: To consider a Resolution amending the City of Black Hawk Fee Schedule.

RECOMMENDATION:

MOTION TO APPROVE Resolution 16-2022, a Resolution amending the City of Black Hawk Fee Schedule.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On October 13, 2021 City Council approved Ordinances 2021-30 and 2021-32 amending Section 6-73 of the Municipal Code to add Festival Permits and Tasting Applications. This Resolution establishes the fees for those applications. The Clerk's office proposes \$100 for each application and \$100 for a Liquor Tastings Permit application renewal.

AGENDA DATE:

March 9, 2022

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:

Resolution 16-2022
Exhibit A – Draft Amended Fee Schedule

RECORD:

☐ Yes ☒ No

CITY ATTORNEY REVIEW:

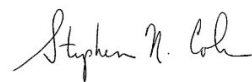
☐ Yes ☒ N/A

SUBMITTED BY:



Melissa Greiner
City Clerk/Administrative Services Director

REVIEWED BY:



Stephen N. Cole
Acting City Manager

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

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	
Festival Permit	\$100.00	

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

Tastings Permit	\$100.00	new and renewal
Fingerprint Analysis (credit card payment through Idemia)	\$48.50	each analysis (\$38.50 + \$10 vendor service fee)
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	

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

Dog License Annual Fee (Unspayed females)	\$5.00	
Newsrack Permit	\$0.00	
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

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

Reference: Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees		
Building Fees		
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.		
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.		
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 8:00 a.m. - 5:00 p.m., Monday thru Friday	\$200.00	an hour with a four (4) hour minimum plus 15% City Administration Fee

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

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
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.		

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

Valuation of Installation (Based on cost to customer of labor, material and items)		
≤ \$2,000 = \$113.00 (base fee)	\$115.00	
≥ \$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.		

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

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
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 Tractions	\$525/per unit	Provide a detailed evaluation of maintenance performed along with code items in a professional report, plus 15% City Administration Fee.

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

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.
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.

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

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.
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		

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

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 records management, certificate preparation, or scheduling reinspection's not handled by the CoBH. Initial inspection scheduling by Consultant is not a reimbursable expense.	\$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

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

Level 2	\$100.00	commercial property & those in excess of 20 vehicular trips per day w/o roadway improvements.
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

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

Sign Permit Application	\$50.00	Additional Sign Plan Review, Sign Building Permit Fees, and Electrical Fees apply and are collected separately with the Pre-Application or Formal Sign Plan Application process, i.e. Certificate of Appropriateness, etc., or with this Sign Building 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		

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

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 & DRC Meetings	Consultant Fee	plus 15% City Administration Fee
Formal Land Use Application	Consultant Fee	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
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		

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

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		
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.

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

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
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

2022 City of Black Hawk Fee Schedule (amended 3/9/22)

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
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
Elevator Entrapment Rescue		
Occurrence 6- to 10	\$500.00	per occurrence
Occurrence 11 to 15	\$1,000.00	per occurrence
Occurrence 16 or more	\$1,500.00	per occurrence

RESOLUTION 17-2022

A RESOLUTION

AWARDING THE BID AND

APPROVING THE

CONTRACT BETWEEN

THE CITY OF BLACK

HAWK AND PALACE

CONSTRUCTION

COMPANY, INC. IN AN

AMOUNT NOT TO

EXCEED \$4,090,695.00 FOR

CONSTRUCTION OF THE

221 GREGORY STREET

RENOVATION AND

GRAND STAIR PROJECT

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

Resolution No. 17-2022

**TITLE: A RESOLUTION AWARDING THE BID AND APPROVING THE
CONTRACT BETWEEN THE CITY OF BLACK HAWK AND PALACE
CONSTRUCTION COMPANY, INC. IN AN AMOUNT NOT TO EXCEED
\$4,090,695.00 FOR CONSTRUCTION OF THE 221 GREGORY STREET
RENOVATION AND GRAND STAIR PROJECT**

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

Section 1. The City Council hereby awards the bid and approves the contract
between the City of Black Hawk and Palace Construction Company, Inc. in an amount not to
exceed \$4,090,695.00 for construction of the 221 Gregory Street Renovation and Grand Stair
project, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 9th day of March, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Resolution 17-2022, a Resolution awarding the bid and approving the contract with Palace Construction for the 221 Gregory Street Renovation and Grand Stair Construction project.

RECOMMENDATION:

If City Council chooses to approve Resolution 17-2022, the recommended motion is as follows: “Approve Resolution 17-2022, a Resolution awarding the bid and approving the contract between the City of Black Hawk and Palace Construction Company, Inc. in an amount not to exceed \$4,090,695.00 for construction of the 221 Gregory Street Renovation and Grand Stair project.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The 221 Gregory Street Renovation and Grand Stair Construction project encompasses two distinct construction projects that are close in proximity and will be constructed simultaneously.

First, the old Eureka and Lucky Star Casino building at 221 Gregory Street will be reconfigured to create two retail spaces on the first floor, two retail or office spaces on the second floor, and a common space on each level. An elevator and an interior staircase will be constructed to access the second floor. The exterior of the building will be refurbished to replicate its historic appearance.

Second, the Grand Stair is an exterior steel staircase that will replace the temporary aluminum staircase at the east end of the Livery Lot, near 241 Gregory Street. An archway containing signage will be installed over the staircase and several decorative lights will be installed as a part of this project.

A Request for Qualifications was publicly advertised in the Weekly Register-Call and on the BidNet Direct website. Five general contractors submitted Qualifications; four of these contractors were pre-qualified by the City to submit a bid. The four bids received by the City are shown on the attached Bid Recording Sheet.

FUNDING SOURCE:

221 Gregory Rehabilitation:	203-0000-502-58-46
Grand Staircase:	203-0000-502-58-13

AGENDA DATE:

March 9, 2022

ORIGINATED BY:

Tom Isbester / Matt Reed

STAFF PERSON RESPONSIBLE:

Tom Isbester / Matt Reed

PROJECT COMPLETION DATE:

June 1, 2023

DOCUMENTS ATTACHED:

Bid Recording Sheet

CITY ATTORNEY REVIEW: ☐ Yes ☒ No ☐ N/A INITIALS _____

SUBMITTED BY:



Thomas Isbester, Public Works Director

REVIEWED BY:



Stephen N. Cole, City Manager

Bid Recording Sheet

OWNER: City of Black Hawk

PROJECT: 221 Gregory Street Renovation and Grand Stair

DATE/TIME: February 24, 2022 @ 3:00pm

General Contractor	Base Bid
Palace Construction	\$4,090,695.00
Roche Constructors, Inc.	\$4,542,700.00
White Construction Group	\$4,637,500.00
MW Golden Constructors	\$4,968,841.00

RESOLUTION 18-2022

**A RESOLUTION
APPROVING THE
PROFESSIONAL
SERVICES AGREEMENT
BETWEEN THE CITY OF
BLACK HAWK AND PEH
ARCHITECTS IN AN
AMOUNT NOT TO
EXCEED \$26,550.00 FOR
DESIGN SERVICES ON
THE CROOK'S PALACE
EXTERIOR
IMPROVEMENTS
PROJECT**

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 18-2022

TITLE: A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND PEH ARCHITECTS IN AN AMOUNT NOT TO EXCEED \$26,550.00 FOR DESIGN SERVICES ON THE CROOK'S PALACE EXTERIOR IMPROVEMENTS PROJECT

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 Professional Services Agreement between the City of Black Hawk and PEH Architects in an amount not to exceed \$26,550.00 for design services on the Crook's Palace Exterior Improvements project, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 9th day of March, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Resolution 18-2022, a Resolution approving the Professional Services Agreement with PEH Architects for design services on the Crook's Palace Exterior Improvements project.

RECOMMENDATION:

If City Council chooses to approve Resolution 18-2022, the recommended motion is as follows: "Approve Resolution 18-2022, a Resolution approving the Professional Services Agreement between the City of Black Hawk and PEH Architects in an amount not to exceed \$26,550.00 for design services on the Crook's Palace Exterior Improvements project."

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

PEH Architects has completed schematic design plans for the Crook's Palace Exterior Improvements project. This project includes an enlarged patio between the building and Gregory Street, addition of a canopy over the patio, exterior stairway and railing modifications near the front door of Crook's Palace, and other associated work, including flatwork replacement, in the vicinity.

This Professional Services Agreement would authorize PEH Architects and their sub-consultants to prepare a complete set of construction plans and specifications necessary to obtain a building permit for this project. PEH Architects would also provide construction administration services through this Agreement.

FUNDING SOURCE:

Program Expenses / Crook's Palace Rehab:
203-0000-502-58-51

AGENDA DATE:

March 9, 2022

ORIGINATED BY:

Tom Isbester / Matt Reed

STAFF PERSON RESPONSIBLE:

Tom Isbester / Matt Reed

PROJECT COMPLETION DATE:

Construction may be complete by November 18, 2022

DOCUMENTS ATTACHED:

N/A

CITY ATTORNEY REVIEW:

[] Yes [X] No [] N/A INITIALS _____

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Stephen N. Cole, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and PEH Architects (hereinafter referred to as "Contractor").

RECITALS:

- A. The City requires professional architectural services for the Crook's Palace Exterior Improvements Project (the "Project").
- B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

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

I. SCOPE OF SERVICES

Contractor shall complete the Scope of Services as summarized below:

- A. Preparation of Contract Documents necessary to obtain a building permit for the Crook's Palace Exterior Improvements project. Construction plans and specifications shall be prepared based on the Crook's Palace "Schematic Design" plans prepared by PEH Architects, dated February 23, 2022, and presented to City Council on March 9, 2022.
- B. Construction administration for the Crook's Palace Exterior Improvements project to include review/approval of submittals and substitution requests, responses to general contractor inquiries, attendance at up to two meetings per month during construction, and preparation of the final punch list.

Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

IV. COMPENSATION

- A. Compensation shall not exceed **Twenty-six thousand five hundred fifty and 00/100 dollars (\$26,550.00)** for the work described in the Scope of Services described herein. Invoices shall be itemized and include hourly breakdown for all personnel and other charges.
- B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

- C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.
- D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.
- E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **November 18, 2022.**

VI. PROFESSIONAL RESPONSIBILITY

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

VII. COMPLIANCE WITH LAW

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

eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:
 - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
3. Verification.
 - a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
 - b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:
 - i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and
 - ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.
4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

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

VIII. INDEMNIFICATION

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

IX. INSURANCE

- A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.
- B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.
 2. **Commercial General Liability Insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.
 3. **Professional Liability Insurance** with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
 4. **The policy required by Paragraph 2 above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by Paragraph 1 above shall contain any exclusion for bodily injury

or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

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

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

X. NON-ASSIGNABILITY

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

XI. TERMINATION

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

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

XII. VENUE

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

XIII. INDEPENDENT CONTRACTOR

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

XIV. NO WAIVER

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

XV. NOTICE

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

The City:

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

The Contractor:

PEH Architects
1720 14th Street, Suite 100
Boulder, Colorado 80302
Attn: Peter Heinz

XVI. ENTIRE AGREEMENT

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

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

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PEH Architects

By: _____

Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 20_____, by _____ as the _____ of _____.

My commission expires: _____

(S E A L)

Notary Public

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

FROM: PEH Architects
(Prospective Contractor)

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

Project Name Crook's Palace Exterior Improvements

Bid Number N/A Project No. 22010

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

Executed this _____ day of _____, 20_____.

Prospective Contractor: _____

By: _____

Title: _____

NO EMPLOYEE AFFIDAVIT

(To be completed if Contractor has zero employees)

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

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

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

Date

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 20____, by _____ as _____ of _____.

Notary Public

ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

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

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

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

AND

Documents that Serve to Prove Identification:

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



PEHARCH-01

CMORGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2021

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

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

PRODUCER Taggart & Associates, Inc. 1680 38th Street Suite 110 Boulder, CO 80301	CONTACT NAME: Jeremy Long		
	PHONE (A/C, No, Ext): (303) 442-1484	FAX (A/C, No):	
	E-MAIL ADDRESS: jlong@taggartinsurance.com		
INSURED PEH Architects, Inc. 1319 Spruce Street, Suite 207 Boulder, CO 80302	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Travelers Indemnity Company of America		25666
	INSURER B: The Travelers Indemnity Company of Connecticut		25682
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6805H707450	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-2R936386-21-47-G	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Blackhawk and and their officers, employees and consultants are include as additional insureds to the general liability if required per written contract.;

CERTIFICATE HOLDER

CANCELLATION

City of Black Hawk
PO Box 68
Black Hawk, CO 80402

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE