City of Black Hawk
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223
Fax: 303-582-2239

Grant No: _____
Project No: _____

For Office Use Only

EXTERIOR PAINT PROGRAM APPLICATION

GENERAL INFORMATION:

Grant Year: _____ **Today's Date:** _____

Property Street Address: _____

Property Owner(s): _____

Owner(s) Mailing Address: _____

Owner(s) Telephone No.: (H) _____ (W) _____ (Cell) _____

Email Address: _____

Contact Person (if different from owner)

Contact Telephone No.: (H) _____ (W) _____ (Cell) _____

Email Address: _____

Applications can be made by individuals other than the property owners with the owner's written permission (written permission must be signed and notarized on a form "Affidavit of Permission" or 'Power-of-Attorney' provided by the applicant).

PROJECT INFORMATION:

Please provide a detailed description of the project (If additional room is needed, attach additional paper). Color selection and location must be included (See Paint Schedule **Exhibit B**). Photographs and site plan showing existing buildings and structures for the proposed project would be helpful.

_____

_____

_____

_____

_____

_____

Even though a property is located in the Residential District, completion of an application does not guarantee the property is eligible to participate in the Exterior Paint program. Once the property owner makes an official application submittal, Black Hawk Staff will meet with the Property Owner for an orientation meeting and on-site property visit and inspection. Subsequently, a current conditions report and scope of work will be prepared and presented to the City Manager with recommendations regarding program eligibility with approval, conditional approval or denial. Property owner will be notified by the Community Planning and Development with a decision and the next steps in the program process, if applicable.

The process for determining payment of Federal and State potential income tax liability is attached hereto as **Exhibit A**.

_____ _____

Property Owner Signature Date

CITY USE ONLY - DO NOT WRITE BELOW THIS LINE.

Date Received: _____ *Grant No.:* _____

Review Date: _____ *City Manager Approval Date:* _____

Amount Approved: _____

Comments or Conditions: _____

_____

_____

Authorization Signature: _____ *Date:* _____

Associated Grant Numbers: _____

EXHIBIT A

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT FORM

City of Black Hawk
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 Fax: 303-582-2239

Grant # _____
Project # _____

For Office Use Only

EXTERIOR PAINT PROGRAM

CHECK AND PAYMENT REQUEST FORM

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Grant Year: _____ **Today's Date:** _____

Property Street Address: _____

Applicant: _____
(As it appears on the Grant, please print)

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: $_____

Federal Tax Amount Requested: $_____ ☐ **(010-1101-4115813)**

State Tax Amount Requested: $_____ ☐ **(010-1101-4115813)**

All requests for payment **must be** supported with a copy of a letter from the Certified Public Accountant specifying the specific tax liability amount for the tax year in question associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program, or a copy of the grant recipient's fully executed Federal **and** State tax return for the tax year in question indicating the specific tax liability associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program and a fully executed document in the form attached hereto as **Exhibit A – Income Tax Liability** and incorporated herein by this reference, signed by the grant recipient(s).

Incomplete or partial submittals will not be considered. The City reserves the right to refuse payment of any request, which does not provide the necessary information, or that is not covered by the grant awarded.

Payments will be issued in accordance with City Procedures, no exceptions.

I here by acknowledge that all of the information provided in support of this payment request is accurate and correct.

Owner's Signature: _____ _____
Signature / Date Signature / Date

Staff Review Only. Do not write below this line.

Payment Request: Approved ☐ *Denied* ☐ *Date:*_____ *By:* _____

Comments or Conditions: _____

_____

Authorization Signature: _____ *Date:* _____

Exhibit A

Income Tax Liability

City of Black Hawk
ATTN: Finance Director
P.O. Box 68
Black Hawk, CO 80422

Dear Sir or Madam:

I (We) have completed our Federal and State Tax Returns for tax year 20_____, and I (we) are requesting the City of Black Hawk issue a check to cover our total Federal income tax liability for receipt of the exterior residential property painting grant for my (our) property located at _____ in the amount of $_____.

I (We) certify that for the Federal Income Tax Return filed for tax year 20_____, my (our) tax liability is $_____ and my (our) tax liability would have been $_____ without reporting the grant.

AND

I (We) certify that I (we) will not submit an application for the Colorado Historical Preservation Income Tax Credit and I (We) certify that for the State Income Tax Return filed for tax year 20_____, my (our) tax liability is $_____ and my (our) tax liability would have been $_____ without reporting the grant.

I (We) certify that the above information is true and correct. To the extent the information is not correct, I (we) understand that I (we) may be held personally liable to repay all money received hereunder, and to pay interest, costs, and attorneys' fees incurred by the City of Black Hawk in collecting such amounts, and that I (we) may also be subject to criminal prosecution.

Sincerely,

_____ _____

Signature / Date Signature / Date

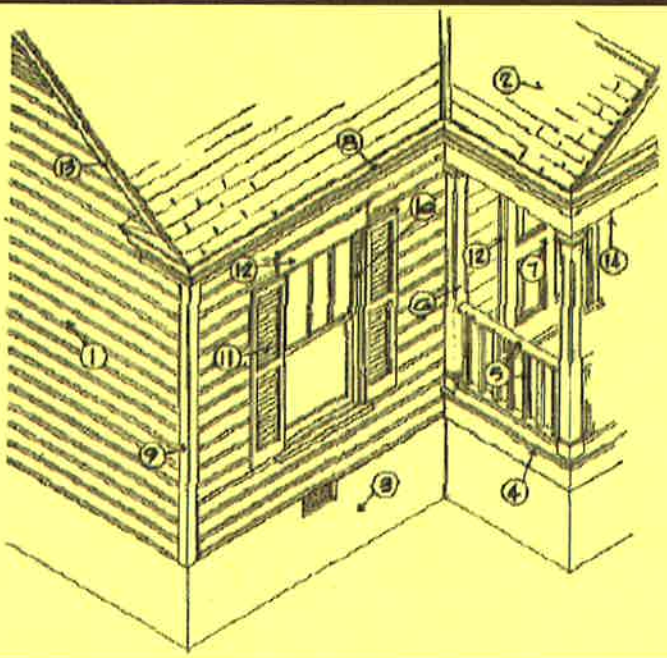
SAMPLE

EXHIBIT B

PAINT SCHEDULE

BLACK HAWK

City of Black Hawk Exterior Paint Schedule



Applicant	
Address	
Paint Manufacturer (Please submit color chips with this schedule)	
Color Schedule	
1	Body of House
2	Roofing
3	Foundation
4	Porch Floor
5	Railing
6	Columns
7	Entrance Door
8	Cornice
9	Corner Boards
10	Window Sash
11	Shutter
12	Door & Window Trim
13	Rake
14	Porch Ceiling
15	Other

SAMPLE

☐ Reviewed and approved
☐ Rejected

By: _____
Jack D. Lewis, City Manager

Date: _____

BLACK HAWK ®

CITY OF BLACK HAWK

EXTERIOR PAINT PROGRAM
GUIDE TO PROGRAMS

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SECTION 1: PROGRAM OVERVIEW

A. PURPOSE

1. The City has established goals to preserve the City's architectural character with exterior paint improvements to residential buildings. The purpose of the Exterior Paint Program is to provide financial assistance that will promote the exterior appearance of Black Hawk's Residential Properties and to provide for the continuation and enhancement of a functional, sustainable, healthy and vibrant Black Hawk residential community.

2. This program is intended to enhance Residential Properties of the City by providing a Property Owner with the resources needed to maintain the exterior paint of residential buildings. The use of funds pursuant to the Program is only for the specific property address and work program recommended by City Staff and approved by the City Manager, which is consistent with the City of Black Hawk Residential Design Guidelines and complies with the Black Hawk Municipal Code.

3. The City does not specify colors for buildings. However, there are certain ranges of colors and methods of combining them that Black Hawk does promote through guidelines that focus on the manner in which color is used, rather than on specific colors themselves. When a Property Owner is in doubt, it is best to assume a low profile color scheme design. The color schemes shall highlight, not diminish, the architectural character of the structure. Using a historic color scheme is highly encouraged and recommended. Develop a color scheme for the entire building that coordinates all the façade elements. Use muted colors for the base and brighter colors for accents. Leave natural masonry finishes unpainted when feasible.

4. Approved color palettes are on file with Community Planning and Development. The Property Owner must first consider historic colors. If colors are selected from the approved palettes, the City Manager shall approve administratively. Colors not selected from approved color palettes require review and approval by City Council.

5. A color scheme consisting of three (3) colors (siding, trim, accent) are covered under the Program, reviewed and approved administratively by the City Manager. Any color scheme exceeding three (3) colors, shall be reviewed and approved by City Council.

B. DEFINITIONS

1. Bed and Breakfast: A residential dwelling unit that provides sleeping accommodations for hire, for thirty (30) days or less, on a day-to-day basis, with one (1) or more meals per day included, at which an owner, manager or lessee of the property resides on the premises. Such use shall not include residential dwelling units with two (2) or more rental rooms or facilities which include retail or commercial activities of any kind. Commercial properties without a resident owner are not eligible for this Program.

2. Board of Aldermen: An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.

3. Building Official: The City official charged with the responsibility of administering and enforcing the City's building codes.

4. City of Black Hawk Residential Design Guidelines: Guidelines developed to help achieve the goal of preserving the City's character with exterior improvements to buildings. Please contact City Staff for a copy of these Guidelines.

5. City Council: The elected Board of Aldermen, plus the Mayor.

6. City Manager: The City Manager is the chief administrative officer for all departments of the City, is appointed by the City Council and shall have and exercise all the administrative powers vested in the City.

7. City Staff: An employee of the City of Black Hawk or an entity designated by the City of Black Hawk to act on their behalf in administering the contract documents, coordinating design professionals, overseeing construction progress, and reviewing paperwork required as part of the Program

8. Contractor: The contracting company selected to oversee and manage the painting and construction work.

9. Construction Hard Costs: Costs related to labor, materials, and overhead.

10. Construction Soft Costs: Costs related to fees, permits, insurance, and other costs not directly related to the physical installation of the Scope of Work.

11. Exterior Paint Program: A funding source from the City of Black Hawk which is administered via direct contract between the Property Owner and Contractor.

12. Guide to Programs: This policy and procedures document, related to the Exterior Paint Program.

13. Municipal Code: A collection of municipal ordinances and laws that are enacted and enforced by the City of Black Hawk.

14. Outbuildings: Accessory structures to the original building.

15. Property Owner (Owner): Property Owner per recorded City documents, or designated representative as provided with written permission via a signed and notarized "Affidavit of Permission" or "Power-of-Attorney" from the Property Owner.

16. Qualified Professional: An individual licensed or appropriately experienced in the discipline within which a recommendation is needed.

17. Residential Properties: Properties within the City Limits of Black Hawk.

18. Substantial Completion: The stage in the progress of the work when the work, or designated portion thereof, is sufficiently complete in accordance with the contract documents so that the owner can occupy or utilize the work for its intended use.

19. Temporary Construction Easement: A legal document providing the Grantee (City of Black Hawk) with full access to the property under consideration for the purpose of completing the Scope of Work. The easement is only valid for the duration of the construction period.

20. Temporary Use Permit: A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, etc.) for a limited amount of time.

21. Property Owner Trade Contract Agreement: An agreement signed by the Property Owner and the successful Contractor detailing the contract terms and alternates for any construction work as part of the Exterior Paint Program.

C. PROGRAM GOALS:

1. The Exterior Paint Grant is provided for Residential Properties to allow painting and preparation.

2. The goal of the Exterior Paint Program is to promote and protect the exterior paint on Residential Properties through proper and regular painting methods. Historically significant exterior finishes are expected to remain on each property. Evaluation, approval and exterior painting of homes will be reviewed on a case-by-case basis in accordance with the applicable standards, laws, and regulations approved by the City, including this Guide to Programs.

3. City Staff will prepare and the City Manager will review and approve the Scope of Work to be included within the application request, and may retain a design professional to assist with this task as needed.

D. GENERAL INFORMATION

The following considerations apply to all activities proposed and/or covered by the Program:

1. Projects will only be selected and authorized upon completion of an application **(Exhibit A)** in accordance with the requirements described in this Guide to Programs.

2. All applications will be reviewed by City Staff based on the City of Black Hawk Residential Design Guidelines, and Black Hawk Municipal Code with a recommendation to the City Manager for approval, approval with conditions or denial.

3. Careful consideration should be given in preparing the application. The quality of the application will be considered as indicative of the Property Owner's ability to accomplish the proposed project. Careful consideration will also be given to a Property Owner's past performance in prior projects including, but not limited to, the use of a Grant and the accomplishment of a prior project. Additionally, the manner of upkeep performed by the Property Owner at the property will be taken into account by the City Manager.

4. The City Manager shall have the authority in their sole discretion to deny any application submitted for an Exterior Paint Grant if, in their opinion, the Property Owner has neglected to adequately maintain their property allowing it to become in a state of disrepair.

5. Failure to sign and enter into the necessary legal agreements will disqualify the Property Owner from participation in the program. All Program Agreements must be signed prior to issuance of the Notice to Proceed to the Contractor.

6. The City of Black Hawk and the City Manager expressly reserves the right to reject any or all applications, reduce the application amount, and request additional information to assist in the thorough review of any application. Failure of a Property Owner to comply with this Guide to Programs on a prior project, to properly use a Grant for a prior project, to administer a prior project, and to accomplish a prior project may be a basis to reject or deny an application.

7. Any Exterior Paint Grant to a Residential Property shall only occur once per every five (5) years. Only one request may be made within any five (5) year period, and is subject to the availability of Grant funds, which are allocated by the City Manager in the exercise of their sole discretion, and is further subject to the annual budget and appropriation of the General Fund by the City Council of the City of Black Hawk.

   Once a Residential Property has received funding under the five (5) year cycle, the property will revert to an eight (8) year funding cycle and is subject to the availability of Grant funds, which are allocated by the City Manager in the exercise of their sole discretion, and is further subject to the annual budget and appropriation of the General Fund by the City Council of the City of Black Hawk.

8. If a Property Owner owns multiple Residential Properties, an application may be made for each individual property. Properties will be placed on the list of potential recipients in the order in which the applications are received. The order of Properties to receive funds, if owned by the same Property Owner and in sequential order on the Grant approval list, may be modified from the order of application. Non-sequential properties owned by the same Property Owner may not be modified from the order of application.

9. Applications can only be made by the Property Owner, as defined in the Definitions section.

10. This program is not intended for, and should not be used as a substitute for, routine upkeep and care of a house, structure, or prior improvements to the home and/or property. Additionally, all improvements to a Residential Property that are funded by this Exterior Paint Program need to be appropriately and consistently maintained by the Property Owner. All improvement(s) should be maintained in conformance with manufacturers' standards of normal care for such improvement. Furthermore, this program is not to be utilized as a substitute for a Property Owner's property insurance policy.

11. In the event the City makes certain expenditures to benefit a property in reliance upon a signed application, including but not limited to the creation of any and all Bid Documents and fees for services, the Property Owner agrees to be bound by the terms and conditions contained in the Exterior Paint Program Guide to Programs and to complete the project set forth in the application. Property Owner further agrees that in the event he/she decides not to proceed with painting and preparation of the project, Property Owner shall be responsible for reimbursing the City for all hard and soft costs incurred by the City for items including but not limited to the creation of any and all bid documents, fees for services, and any other costs actually incurred.

SECTION 2: TAX LIABILITY

1. The funds Granted under this Exterior Paint Program shall be considered income under the State and Federal income tax laws.

2. Any Grant approved by the City will be reported to State and Federal taxing authorities in the manner provided by applicable law. As the recipient of a Grant, the receiver may be required to pay income or other taxes to State and Federal authorities as a result of receiving a Grant under this program. As part of the Exterior Paint Program and to the extent permitted by law, the City will reimburse Grant recipients for additional State and Federal taxes paid by the recipients that are directly attributable to the disbursement of Grant funds. Regardless of the City's agreement to reimburse Grant recipients for the initial State and Federal tax burden of a Grant, the obligation to pay any taxes shall remain the responsibility of the Grant recipient.

3. Property Owner is encouraged to obtain independent tax advice regarding the State and Federal income tax implications of the Exterior Paint Program. The City shall not be responsible for the payment of any tax liability associated with the participation in the Exterior Paint Program.

4. Notwithstanding anything to the contrary contained herein, the City shall have no responsibility or liability concerning any tax liability of a recipient of Grant funds of benefits received under the Exterior Paint Program.

5. The City of Black Hawk provides for reimbursement of a Property Owner's State and Federal income tax liability in association with the receipt of an Exterior Paint Grant, if requested by Property Owner **(included in Exhibit A)**. The City encumbers dollars in its accounting system to accommodate payment of the tax reimbursement. The Property Owner is responsible for completing the necessary paperwork for such payment and delivering to the City of Black Hawk Finance Department. A Property Owner shall be required to submit documentation for the tax payment reimbursement during the calendar year(s) following the receipt of the Grant funds. If the reimbursement has not been requested within the time limits set forth herein, the encumbered funds will no longer be available to the Property Owner for State and Federal tax payment reimbursement and such encumbered funds will be reallocated back into the City budget for other purposes.

SECTION 3: EXTERIOR PAINT PROGRAM

A. ELIGIBILITY

In order for a Residential Property to be eligible for a Grant under the Exterior Paint Program ("Grant"), the following requirements must be adhered to:

1. An Applicant should be aware that the provisions of the Exterior Paint Program will be a private project by the Property Owner reimbursed by the City.

2. Items considered eligible under this program for Residential Properties located within the City Limits include: exterior siding, soffits, eaves, trim, metal work, decks, porches, exterior wood doors, wood fences, metal fences, previously painted gutters and downspouts, and vertical concrete. Both historic and non-historic elements are eligible.

3. The work must be consistent with the City of Black Hawk Residential Design Guidelines, and Black Hawk Municipal Code. All exterior historically significant finishes and materials and character defining features are to remain or are addressed appropriately in accordance with the standards and guidelines

4. Funding shall only be made to a defined Property Owner.

5. An Exterior Paint Grant shall not be made for more than once every five (5) years. Once a Residential Property has received funding under the five (5) year cycle, the property will revert to an eight (8) year funding cycle.

6. Property Owner is specifically responsible for using the funds from the Grant to pay the Contractor for all work done in accordance with the agreement the Property Owner must have with the Contractor. Lack of payment from a Property Owner to the Contractor, for work covered under the approved Grant, will be grounds to withhold disbursement of any funds to the Property Owner for any additional work on the property or even other properties the Property Owner may own until such time as evidence of payment to the Contractor is provided. Also see Appendix 1 of this document regarding payments to the Property Owner and subsequent payment to the Contractor.

7. As part of the Exterior Paint Program and to the extent permitted by law, the City will reimburse Grant recipients for additional State and Federal taxes paid by the recipients that are directly attributable to the disbursement of Grant funds. Regardless of the City's agreement to reimburse Grant recipients for the initial State and Federal tax burden of a Grant, the obligation to pay any taxes shall remain the responsibility of the Grant recipient.

8. Property Owner is encouraged to obtain independent tax advice regarding the income tax implications of the Exterior Paint Program. The City shall not be responsible for the payment of any tax liability associated with the participation in the Exterior Paint Program.

9. Grants will be made to Property Owner within the City of Black Hawk at the sole discretion of the City Manager, and subject to the annual budget and appropriation of the General Fund by the Board of Aldermen of the City of Black Hawk.

B. LEGAL REQUIREMENTS

1. Along with the approval of an application by the City, Property Owner must enter into legal agreements with the City which describe the terms for participation in the Exterior Paint Program. Participation in the Exterior Paint Program requires an Exterior Paint Grant Agreement. A copy of this document is included in **Exhibit B**.

C. GENERAL CONDITIONS OF ASSISTANCE

1. The City of Black Hawk Residential Design Guidelines and Black Hawk Municipal Code shall be consulted and utilized for all Exterior Paint Program projects.

2. Grant funds are paid on a "draw" basis. No advancement of payments will be paid to the Property Owner or Contractor. Payments are made directly to the Property Owner when the City receives a Contractor's pay application with detailed and itemized invoices/schedule of values, and a signed request for payment form for the City Manager approved work program. Property Owner shall not ***disburse cash funds*** to any Contractor for any work done. ***All transactions are expected to be promptly completed via the Property Owner by signing over the check*** from the City of Black Hawk to the Contractor for the project as set forth herein in Appendix 1 regarding FBO (For the Benefit Of) payments. It is recommended the Property Owner obtain a receipt/waiver of lien from the Contractor stating funds have been received with pay application paid in full. All work is subject to inspection and review by the City's Building and Planning Departments for compliance with City standards and processes prior to submittal of any invoices to the City. The Property Owner is responsible for and must review, approve, and acknowledge seeing each invoice by placing a signature or initials on each invoice (pay application) submitted to the City with the paperwork for a request for payment. The Property Owner will work with City Staff to assist with this process.

3. Grant funds cannot be used to reimburse a Property Owner for previous work or materials for a project accomplished prior to the Grant approval.

4. The City Manager may recommend funding at a lower level than that requested by the Property Owner. In addition, the City Manager may exercise their discretion while reviewing applications to require alternative materials due to cost, longevity, appropriateness of materials, and quality. Such decisions will be noted on the approved applications, and acknowledged by the Property Owner in advance of any building permits being issued for such work. Appeals, from the Property Owner, of such decisions/requirements by the City Manager shall be to the City Council.

5. Neither a Property Owner nor a relative of the Property Owner shall be permitted to be the Contractor, subcontractor or material supplier.

6. The Property Owner shall work with City Staff to create a Scope of Work, and request at least three (3) bids from the City of Black Hawk pre-qualified Contractors list. Such selected Contractor shall submit itemized invoices, and/or itemized receipts through the Property Owner and then to the City for payment of completed work.

7. The Contractor must be registered with the City and insured during the entire project. Evidence of such is required prior to any work commencing on the project.

D. CONDITIONS OF AGREEMENT

The Property Owner shall agree to the following conditions:

1. The property shall be maintained in a manner that assures its continued upkeep.

2. The Contractor shall leave for the Property Owner a minimum of one (1) quart of each paint color, varnish and/or stain for touchup and continued upkeep of the surfaces painted under the program.

3. The City Staff, Property Owner, and the Contractor shall agree on a Scope of Work, and schedule of completion for the project. The Scope of Work and schedule must follow the approved Scope of Work and Guide to Programs procedures as approved by the City Manager.

4. Scope of Work shall be reviewed by the City Staff to assure that appropriate procedures are followed. Recommendations from City Staff can be made to the City Manager to assist with their approval process. The Property Owner is responsible to ensure that an application for a building permit is submitted for all work associated with the approved project, and that no work on the property takes place until there is an approved building permit for the work and signed contract agreements.

5. The City may hold a lien against the property for any improper work or to assure that the project is completed as approved. The lien will be released when the City Manager approves the completed project.

6. An Exterior Paint Program Agreement will be provided that sets forth the terms and conditions of participation in the program **(Exhibit B)**.

7. A Trade Contractor Agreement, executed between the Property Owner and Contractor, shall set forth the terms and conditions of the project.

8. An Exterior Paint Grant may only be considered on a case-by-case basis by the City Manager. Appeals, from the Property Owner, of such decisions and requirements by the City Manager shall be to the City Council. Any proposed exterior painting on the home must be selected from the approved color palettes in accordance with the City of Black Hawk Residential Guidelines, and the Municipal Code. The Property Owner must first consider historic colors. Reimbursement may only be requested subject to funding availability, and only if the request complies with the standards for exterior paint. Any exterior paint colors not selected from the approved color palettes or exceeding the three (3) color paint scheme shall be reviewed and approved by City Council.

9. In the event a Full Site and Building grant under the Historic Restoration and Community Preservation Grant Program is Granted within three (3) years of the City Manager Granting a Exterior Paint Grant, the Property Owner agrees to reimburse the City in full the total amount Granted on the Exterior Paint Program Grant for construction hard costs, prior to the Grant of the Full Site and Building grant. An Exterior Paint Program Grant may only be Granted to a Residential Property once every five (5) years. Once a Residential Property has received funding under the five (5) year cycle, the property will revert to an eight (8) year funding cycle. *Preparation and painting must be in compliance with the standards/specifications included in Appendix 2 of the Guide to Programs.* Please consult with City Staff to fully understand how a specific request for this component will be processed.

APPENDIX 1: REVIEW PROCEDURE AND CRITERIA FOR THE PROGRAM

A. REVIEW PROCEDURE

The application **(Exhibit A)** and other program criteria are included as part of this Guide to Programs. Additional copies or further information can be obtained by calling Community Planning and Development at (303) 582-2223 or 303-582-0615. Please read the Guide to Programs and associated contract documents thoroughly before proceeding. Property Owner is required to follow these procedures.

1. **Orientation Meeting**
   a. After submitting an application, the Property Owner is required to meet with the City Staff to discuss their proposed project and potential eligibility. City Staff will introduce the general features of the program.

2. **Property Owner / City Staff Document Preparation**
   a. The Property Owner, with the assistance of City Staff, prepares the respective agreements for the proposed Grant.

   b. The Property Owner must work with City Staff, to define the desired Scope of Work. Such information will be used to evaluate desired improvements and to establish the Scope of Work allowed to be included in the Program.

3. **City Staff Evaluates Project and Creates Scope of Work**
   a. City Staff will evaluate the project based on the submitted criteria and shall create a "Scope of Work". This information will be provided to the Property Owner. During this review, City Staff will use its best efforts to identify any omissions or discrepancies in the application, as well as communicate this information to the Property Owner as soon as possible.

4. **Application / Scope of Work Review and Approval**
   City Staff will review the application submitted, and the City Manager will make a determination to approve, approve with conditions, or deny the application. Property Owners recommended for funding will be notified by telephone and mail as soon as a final decision is made by the City Manager. Those Property Owners not selected by the City Manager will be notified in writing explaining the reason(s) for rejection. Property Owners not selected for program participation, at any level, may meet with City Staff to discuss the factors which resulted in the rejection of the application. Appeals, from the Property Owner, of such decisions/requirements by the City Manager shall be to the City Council.

5. **Evaluation Process**

a. **Bid Process**

At least three (3) detailed bids will be required to be requested from pre-qualified Contractors. Bids must be obtained for all proposed work. The bids and associated costs are presented as the "Final Grant Project Proposal" to the City Staff for recommendation, and then to the City Manager for a final decision. The City and the Property Owner must both be in agreement with the selection of the Contractor.

b. **Final Determination of Funding**

The City Manager makes a final determination on funding and may attach special requirements to the project.

c. **Final Agreement with City**

Final agreements are executed as detailed in the respective program sections. The Property Owner shall be responsible for verifying that they have seen and agree with all Scope of Work for the project on their property by placing a signature of acknowledgement and approval on the appropriate documents. The Property Owner will be required to work with City Staff to assist with review and explanation of the project documents. Additionally, it is VERY STRONGLY recommended that the Property Owner consult with a qualified tax advisor on the financial impacts of participating in the program.

d. **Permitting**

i. Contractor shall supply a list of all sub-contractors and corresponding City registration numbers for the Grant project. The Contractor and all subcontractors shall be registered with the City in accordance with the Black Hawk Municipal Code, Chapter 6, Article VII. Subcontractor information must be submitted at execution of the final construction contract. Information shall be updated per the terms of the Trade Contractor Agreement through the entire project until completion.

ii. The Contractor shall supply a project schedule from the beginning to end of the project. The schedule shall be updated per the terms of the Trade Contract Agreement throughout the entire project until completion.

iii. The approval of an application does not mean a building permit will automatically be issued. All permit fees are waived by the City for residential rehabilitation, as outlined in Chapter 18, Section 18-5 of the Black Hawk Municipal Code, however, the Property Owner/Contractor is still required to apply for a no-charge building permit and secure appropriate inspections during the course of the work.

Any other permits required with the project are also the responsibility of the Property Owner/Contractor to apply for such in accordance with the City code.

e. **Exterior Painting Work Commences**

City Staff will monitor the work. The work shall be performed according to the approved Scope of Work, approved by the City Manager and attached to the building permit issued by the City. Any Change Orders from the approved Scope of Work must be reviewed and approved, by the City Manager, prior to implementation, and in accordance with the process for proposed Change Orders per Appendix 2. Onsite progress meetings shall be held with the Property Owner, Contractor, and City Staff as needed. The Contractor is responsible to have all required inspections called into the City for inspection.

f. **Payments**

Property Owner is required to submit a Check and Payment Request Form, provided by the Contractor, for each requested payment. With the initial Check and Payment Request Form the Property Owner will need to attach a completed W-9, if not previously provided. All payments for approved work shall be made by check from the City of Black Hawk payable to the Property Owner in an FBO (For the Benefit Of), format to include the company name of the Contractor for the project. The City strongly encourages that the provided FBO check be promptly endorsed over to the Contractor for payment by the Property Owner. By signing the Exterior Paint Guide to Programs, the Property Owner acknowledges and understands the process for payment to the Contractor for the contracted work, and understands they are not to defraud the City or the Contractor during any part of the process for the project. The Property Owner is responsible to ensure that all payment requests are done in a timely fashion throughout the life of the project.

g. **Exterior Painting Completed**

Upon completion of the project, final inspections are made by City Staff. Provided that the painting and preparation work have been found to be performed in accordance with the approved Scope of Work, and has passed all inspections, a final building inspection will be issued by City Staff. Final payment amounts due to the Contractor will be released upon completion of the final approval of the work.

B. SCHEDULE

Exterior Paint Program requests may be submitted at any time and will be considered throughout the year. Applications are considered and monies Granted on a first come, first served basis. Annual appropriations for this Program are limited. On occasion, the City will exhaust the available funds for the year. In that case, each application will be processed whenever the funds become available.

C. CRITERIA FOR SELECTION

The City Manager will review and have final approval of all Exterior Paint Grant applications submitted to the City. The City Manager shall include, utilize, consider, but not be limited to the following criteria while evaluating Grant applications when making decisions and/or recommendations. This process is discretionary and any other criteria as deemed necessary and appropriate to evaluate, consider, and analyze the applicant may be used.

1. The project will contribute to and enhance the overall character of the City of Black Hawk.

2. The project aids in the protection of existing properties. The project would repair damaged components, slow any deterioration in progress, and work to assure the continued presence of the structure.

3. The project produces visible results. Portions of the work will be on highly visible portions of the property. The property is visibly deteriorated and the proposed repairs would noticeably improve the structure's appearance.

4. Quality of the application. The application is well presented with a detailed Scope of Work and copies of multiple itemized bids for construction, and demonstrates the ability of the Property Owner to satisfactorily complete the project (City Manager decision only).

D. NEGATIVE FINDINGS

City Staff may recommend denial of an application because it does not meet the intent of the program and guidelines. The final decision made by the City Manager shall include, utilize and consider, but not be limited to, the following criteria while evaluating Grant applications in order to make decisions and/or recommendations:

1. Other outstanding debts to the City or unresolved issues associated with City regulations.

2. The cost of the work is not commensurate with the projected benefit to be provided to the community.

3. If it is determined by City Staff that significant deterioration or structural conditions exist on the structure.

APPENDIX 2: PROJECT PROCESSES AND DOCUMENTATION REQUIREMENTS

This appendix is provided to be used as a resource for City Staff, Property Owners and Contractors affiliated with the City of Black Hawk in regards to the requirements for proposing projects, proposing to work on projects, process requirements for work on projects, quality of workmanship, completion and inspection of all improvements.

A. PRE-QUALIFIED CONTRACTOR APPLICATION PROCESS

1. Contractors must submit a Qualifications Packet. A determination will be made by City Staff to approve or disapprove the Contractor to be put on the pre-qualified list.

2. A Qualifications Packet includes the following information:

    a. An overview of general information about the company including
    b. Previous work experience related to any of the Categories of Assistance
    c. Managerial ability

3. Quality control management/procedures
4. Previous construction experience in and/or near the City of Black Hawk
5. Staff resumes

B. SPECIFIC EXTERIOR PAINT PROGRAM ASSISTANCE COMPONENT INFORMATION

1. Application Process

This process is for the Exterior Paint Grants approved by the City for Residential Properties in the City.

a. Property Owner requests application for exterior paint.

b. City Staff performs site visit and prepares report identifying existing conditions.

c. Property Owner submits completed application, and works with City Staff to secure no less than three (3) bids detailing the Scope of Work, itemizing materials and labor, and color chip paint samples selected from an approved historic color palette. The Property Owner must first consider historic colors.

d. Application must be reviewed and approved by the City Manager prior to any work commencing. Any work started prior to Grant approval will not be reimbursed.

e. Contractor along with any subcontractors shall be licensed by the City of Black Hawk through the City Clerk's office, prior to any work commencing. Contractor and subcontractors to contact the City Clerk to complete this task and provide evidence of registration to Community Planning and Development.

f. Contractor shall apply for and obtain a building permit from Community Planning and Development, prior to any work commencing, and request periodic inspections to be performed by the City Staff.

g. The colors used to paint the exterior siding, soffits, eaves, trim, metal work, decks, porches, exterior wood doors, wood fences, metal fences, previously painted gutters and downspouts, and vertical concrete shall be colors in compliance with the approved color palettes. The Property Owner must first consider historic colors. Contractor shall submit paint color samples, selected from the approved color palettes, when applying for the permit. Color samples should be identified as outlined in the Paint Schedule **(included in Exhibit A).**

h. Any additional contractors performing work on the job not covered under the Contractor building permit shall also apply for and obtain a building permit from Community Planning and Development, prior to any work commencing and request periodic inspections to be performed by the City Staff.

i. Property Owner signs a Program Agreement that sets forth the terms and conditions of the participation in the program. Some of the key Program Agreement terms include project initiation and completion requirements, City approvals and disbursement of funds.

j. Property Owner and Contractor signs a Trade Contractor Agreement that sets forth the terms and conditions of the project and contract requirements.

k. When it comes time to request a payment from the City, the Property Owner must first submit a completed copy of a Check Request Form along with a completed W9 Form. All Check Request Forms must be accompanied by the Contractor's pay application that itemizes invoices and receipts submitted from the Contractor accomplishing the work. Contractor's pay applications should list in detail all labor and materials. All paperwork is submitted to Community Planning and Development for processing with payment made directly to the Property Owner. The Property Owner is then expected to make prompt payment to the Contractor who has submitted invoices by endorsing the check directly to the Contractor. Payment by the Property Owner from personal funds is not allowed.

2. <u>Preparation of Exterior of House Before Painting</u>

a. If necessary, a hazardous materials investigation (Lead Paint) will be conducted by the City's consultants to determine what, if any, hazardous materials may be present onsite and the extents of any required abatement. Hazardous materials abatement must be completed prior to any additional work commencing.

b. Prior to painting, all necessary preparation such as sanding, chipping of existing peeling paint, washing of exterior, must be completed to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew or mortar efflorescence . Make sure cracks and imperfections are patched or caulked.

c. Any treatment that causes damage to the structure shall be repaired at Contractor's expense.

d. The City Staff designated to inspect the preparation work shall inspect the house to determine adequacy of the prep work once completed, and prior to any layers of paint being placed on the house.

3. <u>Painting</u>.

a. Contractor is required to use either Benjamin Moore or Sherwin-Williams products, as specified by the City of Black Hawk. Sherwin-Williams Exterior Oil-based primer Y24W8020 or Benjamin Moore equal, applied per the manufacturer recommendation. All paint by Sherwin-Williams A-100 Exterior Latex A-82 Series of Benjamin Moore equal, applied per the manufacturer recommendation.

b. Surfaces to be coated: exterior siding, soffits, eaves, trim, metal work, decks, porches, exterior wood doors, wood fences, metal fences, previously painted gutters and downspouts, and vertical concrete.

c. Prior to starting work, the Contractor shall check color and product to assure conformity to specified color and finish as described on the Scope of Work.

d. The Contractor is responsible for material damaged by paint and should cover material such as brick, concrete, roofing, vehicles, landscaping, etc. to avoid any potential damage.

e. The Contractor is to leave the Property Owner with a minimum of one quart of each color, varnish and/or stain for touch up. Painter will supply cans and clearly mark each can.

    - It is recommended the Property Owner to store paint cans in an area that will protect it from damage, freezing and temperatures above 95°F.

f. Primer/Paint/Varnish/Stain (to resemble paint) Application:
    - Prep and prime exposed wood surfaces or Manufacture recommendation and thickness.
    - One (1) coat if using existing color or Manufacture recommendation and thickness.
    - Two (2) coats if changing color or Manufacture recommendation and thickness. An interim inspection between coats must be requested by Contractor and conducted by City Staff.
    - If going from a stain to paint, one (1) coat primer and (2) coats paint all applied per the Manufacture recommendation and thickness.

g. If surfaces sprayed, Contactor to bid back-rolling all surfaces as an Alternate on the Bid Form.

h. All stain shall be one (1) coat with a clear natural satin finish or Manufacture recommendation and thickness.

i. The job to be free of runs, sags, cracking and skips with edges cut neatly.

j. Contractor is to schedule work so that paint is applied when weather conditions are in accordance with manufacturer's specifications. Siding must be dry from dew and frost prior to applying paint, and work must cease in time to allow paint to dry prior to dew and frost forming. Painting on exteriors shall not be conducted below 45°F. The Contractor assumes all responsibility and accountability for painting under adverse conditions.

k. Paint top and bottom edge of all doors and windows.

l. Paint bottom edge of all siding, corner stiles, shutters, and bay windows.

m. Paint all roof vents and flashing black or other specified color. Mechanical vents in siding to match the siding color.

n. Caulk, as needed, all joints in exterior trim, including areas where wood joins siding.

o. Use only the best quality materials as approved by the City. The primer coat, if applicable, should visually differ in color from succeeding coats. Paint color as selected by Property Owner and approved by the City Manager from approved paint colors. The Property Owner must first consider historic colors. All products applied per the manufacturer recommendations.

q. Consult with City Staff for acceptable sheen. Sheen shall be included in Scope of Work.

r. Sealants, if applicable: Consult with City Staff for approved sealant products. Color to match siding or trim.

   1. Apply at window and door frames

   2. Bed metal thresholds in sealant

   3. Apply at flashing and jacks

s. The Contractor shall warrant his/her work for one (1) year from substantial completion. All materials incorporated by Contractor in the project shall be the manufacturers brand and quality specified. All work shall be of good quality, free from fault and defects and in conformity with the contract documents. All work not conforming to these standards shall be considered defective. The warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy required by law or by the contract documents. All warranty items discovered by the Property Owner and reported to Contractor shall be corrected prior to the expiration of the one year warranty. Contractor to provide his/her contact information to Property Owner.

REVIEW OF DOCUMENTS BY PROPERTY OWNER

The Property Owner:

(a) Read this Agreement and the applicable documents associated with "Exterior Paint Guide to Programs,"

(b) Fully understands the terms and conditions of the Grant as set forth therein, and

(c) Agrees to be bound by those terms and conditions.

Property Owner

By: _____

Date: _____

EXHIBIT A

EXTERIOR PAINT PROGRAM APPLICATION

City of Black Hawk
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 / 303-582-2223
Fax: 303-582-2239

Grant No: _____
Project No: _____

For Office Use Only

EXTERIOR PAINT PROGRAM APPLICATION

GENERAL INFORMATION:

Grant Year: _____ **Today's Date:** _____

Property Street Address: _____

Property Owner(s): _____

Owner(s) Mailing Address: _____

Owner(s) Telephone No.: (H) _____ (W) _____ (Cell) _____

Email Address: _____

Contact Person (if different from owner)

Contact Telephone No.: (H) _____ (W) _____ (Cell) _____

Email Address: _____

Applications can be made by individuals other than the property owners with the owner's written permission (written permission must be signed and notarized on a form "Affidavit of Permission" or 'Power-of-Attorney' provided by the applicant).

PROJECT INFORMATION:

Please provide a detailed description of the project (If additional room is needed, attach additional paper). Color selection and location must be included (See Paint Schedule **Exhibit B**). Photographs and site plan showing existing buildings and structures for the proposed project would be helpful.

_____

_____

_____

_____

_____

_____

Even though a property is located in the Residential District, completion of an application does not guarantee the property is eligible to participate in the Exterior Paint program. Once the property owner makes an official application submittal, Black Hawk Staff will meet with the Property Owner for an orientation meeting and on-site property visit and inspection. Subsequently, a current conditions report and scope of work will be prepared and presented to the City Manager with recommendations regarding program eligibility with approval, conditional approval or denial. Property owner will be notified by the Community Planning and Development with a decision and the next steps in the program process, if applicable.

The process for determining payment of Federal and State potential income tax liability is attached hereto as **Exhibit A**.

_____ _____

Property Owner Signature Date

CITY USE ONLY - DO NOT WRITE BELOW THIS LINE.

Date Received: _____ *Grant No.:* _____

Review Date: _____ *City Manager Approval Date:* _____

Amount Approved: _____

Comments or Conditions: _____

_____

_____

Authorization Signature: _____ *Date:* _____

Associated Grant Numbers: _____

EXHIBIT A

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT FORM

City of Black Hawk
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 Fax: 303-582-2239

Grant # _____
Project # _____

For Office Use Only

EXTERIOR PAINT PROGRAM

CHECK AND PAYMENT REQUEST FORM

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Grant Year: _____ **Today's Date:** _____

Property Street Address: _____

Applicant: _____
(As it appears on the Grant, please print)

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: $_____

Federal Tax Amount Requested: $_____ ☐ **(010-1101-4115813)**

State Tax Amount Requested: $_____ ☐ **(010-1101-4115813)**

All requests for payment **must be** supported with a copy of a letter from the Certified Public Accountant specifying the specific tax liability amount for the tax year in question associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program, or a copy of the grant recipient's fully executed Federal **and** State tax return for the tax year in question indicating the specific tax liability associated with the receipt of a grant pursuant to the General Fund Exterior Paint Grant Program and a fully executed document in the form attached hereto as **Exhibit A – Income Tax Liability** and incorporated herein by this reference, signed by the grant recipient(s).

Incomplete or partial submittals will not be considered. The City reserves the right to refuse payment of any request, which does not provide the necessary information, or that is not covered by the grant awarded.

Payments will be issued in accordance with City Procedures, no exceptions.

I here by acknowledge that all of the information provided in support of this payment request is accurate and correct.

Owner's Signature: _____ _____
Signature / Date Signature / Date

Staff Review Only. Do not write below this line.

Payment Request: Approved ☐ *Denied* ☐ *Date:*_____ *By:* _____

Comments or Conditions: _____

_____

Authorization Signature: _____ *Date:* _____

Exhibit A

Income Tax Liability

City of Black Hawk
ATTN: Finance Director
P.O. Box 68
Black Hawk, CO 80422

Dear Sir or Madam:

I (We) have completed our Federal and State Tax Returns for tax year 20_____, and I (we) are requesting the City of Black Hawk issue a check to cover our total Federal income tax liability for receipt of the exterior residential property painting grant for my (our) property located at _____ in the amount of $_____.

I (We) certify that for the Federal Income Tax Return filed for tax year 20_____, my (our) tax liability is $_____ and my (our) tax liability would have been $_____ without reporting the grant.

AND

I (We) certify that I (we) will not submit an application for the Colorado Historical Preservation Income Tax Credit and I (We) certify that for the State Income Tax Return filed for tax year 20_____, my (our) tax liability is $_____ and my (our) tax liability would have been $_____ without reporting the grant.

I (We) certify that the above information is true and correct. To the extent the information is not correct, I (we) understand that I (we) may be held personally liable to repay all money received hereunder, and to pay interest, costs, and attorneys' fees incurred by the City of Black Hawk in collecting such amounts, and that I (we) may also be subject to criminal prosecution.

Sincerely,

_____ _____

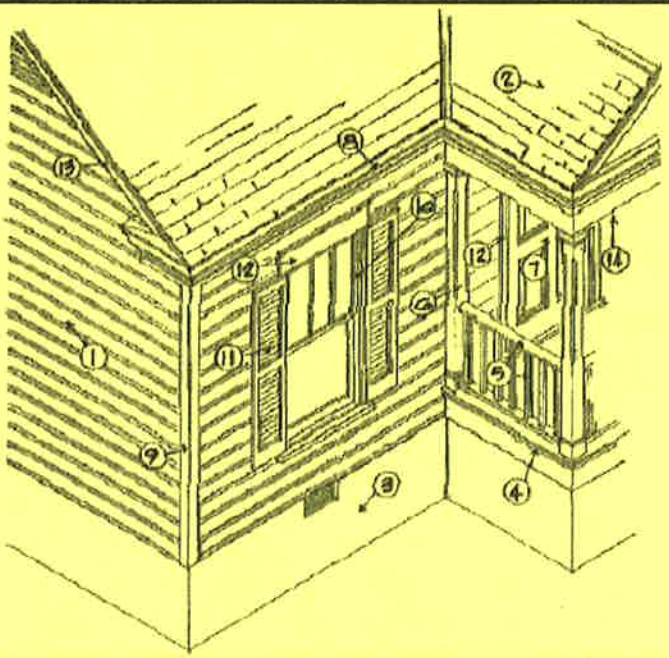
Signature / Date Signature / Date

EXHIBIT B

PAINT SCHEDULE

BLACK HAWK

City of Black Hawk Exterior Paint Schedule



Applicant	
Address	
Paint Manufacturer (Please submit color chips with this schedule)	
Color Schedule	
1	Body of House
2	Roofing
3	Foundation
4	Porch Floor
5	Railing
6	Columns
7	Entrance Door
8	Cornice
9	Corner Boards
10	Window Sash
11	Shutter
12	Door & Window Trim
13	Rake
14	Porch Ceiling
15	Other

SAMPLE

☐ Reviewed and approved
☐ Rejected

By: _____
Jack D. Lewis, City Manager

Date: _____

EXHIBIT B

EXTERIOR PAINT PROGRAM AGREEMENT

EXTERIOR PAINT PROGRAM AGREEMENT

THIS EXTERIOR PAINT PROGRAM AGREEMENT (the ***"Agreement"***) is made as of the ___ _____day of _____, 20___ _____, (the ***"Effective Date"***) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the ***"City"***) and _____ **(Insert Applicant)** (the ***"Property Owner"***) whose Residential Property address is _____ _____ _____ _____.

RECITALS

A. The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the ***"Exterior Paint Program"***).

B. The Property Owner, who is the owner of a structure located at _____ _____ **(Insert Property Address), Black Hawk, Colorado 80422**, (the ***"Residential Property"***) submitted an application under the Exterior Paint Program.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the City and the Property Owner hereby agree as follows:

1. ***Exterior Paint Grant.***

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **$**_____ **(Insert Grant Amount)** (the ***"Grant"***) for the exterior paint of a Residential Property.

1.2 Tax Payment. To the extent permitted by law, the City hereby agrees to reimburse Property Owner for personal state and federal income taxes owed by Property Owner that are directly attributable to funds disbursed under the Grant (the "Tax Burden"). Property Owner shall provide evidence of the Tax Burden that is satisfactory to the City, in its sole discretion, prior to any payment of the Tax Burden by the City. In the event that Property Owner requests payment from the City prior to payment of his/her taxes, the City shall pay the Property Owner directly. In the event that Property Owner pays the Tax Burden him/herself and requests a reimbursement from the City, the City shall make such payment directly to the Property Owner.

2. ***Agreement, Acknowledgement and Representation by Property Owner.*** The Property Owner hereby agrees with, and acknowledges and represents to the City that:

2.1 Review of Documents. The Property Owner **(a)** has read this Agreement and the applicable "Exterior Paint Program Guide to Programs," **(b)** fully understands the terms and conditions of the Grant as set forth therein, and **(c)** agrees to be bound by those terms and conditions.

2.2 Failure to Comply. Any failure by the Property Owner to comply with the terms and conditions of this Agreement shall terminate the Property Owner's right to any Grant payments.

2.3 No Liability. The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Exterior Paint

Program, whether or not the Property Owner is actually paid any funds from the Grant.

3. ***Undertaking.*** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the ***"Project"***). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.

4. ***Conditions Precedent to Disbursement of Funds.*** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:

   4.1 Evidence of Construction Costs. The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.

   4.2 Building Permit. If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City's Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.

   4.3 Other Documents or Requirements. The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.

   4.4 Completion of Improvements. The Project shall have been satisfactorily completed in accordance with the City's Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursal is made to the Property Owner, whichever date comes first.

5. ***Disbursement.***

5.1 Grant Disbursement. The Property Owner is responsible for providing the City invoices for work on the Project. Each invoice shall contain sufficient detail regarding work that has been done, or will be performed, for each aspect of the Project. The invoice shall also relate directly to the items outlined on the original proposal or bid provided to the Property Owner by the Contractor. When the invoice is considered complete and payable, the City will write the check for the invoice amount directly to the Property Owner within two (2) weeks of this determination. The Property Owner is then responsible for the disbursement of these funds directly to the Contractor.

6. ***Termination of the Grant.*** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, _____ _____, 20_____ (The ***"Termination Date"***), the Property Owner's right to be paid the Grant or any portion thereof shall automatically terminate.

7. **Sale or Transfer of Property.**

7.1 Reimbursement. In the event the amount of the Grant plus the Tax Burden (the ***"Combined Amount"***) set forth in Section 1 exceeds fifty thousand dollars ($50,000.00) and the Property Owner sells or transfers the Residential Property within five years of the Effective Date, the Property Owner shall reimburse the City the amount of the Combined Amount less an amount equal to one-sixtieth of the amount of the Combined Amount for each full month occurring between the date of this Agreement and the date of the sale or transfer of the Residential Property (the ***"Reimbursement Amount"***).

7.2 Security. In the event that Property Owner seeks to sell or transfer the Residential Property within five years of the Effective Date and Property Owner has not paid the City the Reimbursement Amount, prior to any sale or transfer Property Owner shall (1) notify the City of the intended sale or transfer; (2) execute a promissory note in favor of the City for the Reimbursement Amount, which shall be calculated as if the

Residential Property will be sold on the date of execution of the deed of trust (***"Estimated Reimbursement Amount"***); and (3) execute a deed of trust for the benefit of the City to secure the Estimated Reimbursement Amount. Should the Estimated Reimbursement Amount exceed the actual Reimbursement Amount, the City shall pay the difference back to the Owner after the transfer or sale and upon the City's receipt of the Estimated Reimbursement Amount.

7.3 ***Avoidance of Security Requirement.*** Property Owner need not comply with the requirements of Section 7.2 if prior to the sale or transfer of the Residential Property, Property Owner deposits the Estimated Reimbursement Amount in an escrow account payable to the City upon the sale or transfer of the Residential Property. If upon the sale or transfer of the Residential Property, the Estimated Reimbursement Amount exceeds the actual Reimbursement Amount, the difference shall be returned to the Property Owner.

8. ***Non-Transferable.*** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.

9. ***Notices.*** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:	**City of Black Hawk** **P.O. Box 68** **Black Hawk, CO 80422** **ATTN: Community Planning & Development**
If to the Property Owner:	**(Insert Name & Address)** _____ _____ _____ _____

Each Party may change its or his/her address as set forth herein by written notice to such effect directed to the other party.

10. ***Miscellaneous:***

10.1 ***Amendments and Supplements:*** This Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.

10.2 ***Severability.*** In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.

10.3 ***Standard of Approval.*** Where within this Agreement, the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.

10.4 ***Waiver.*** The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Agreement.

10.5 ***Time of the Essence.*** Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.

10.6 ***Governing Law.*** This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the Property Owner and the City have executed this Agreement on the date first above written.

CITY OF BLACK HAWK, a municipal corporation organized and existing under the laws of the State of Colorado

CITY OF BLACK HAWK

_____

Jack D. Lewis, City Manager

ATTEST:

_____

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

_____

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: _____
Property Owner

STATE OF COLORADO)
)ss.
COUNTY OF _____)

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

My commission expires: _____

(S E A L)

_____
Notary Public