



SPECIAL MEETING AGENDA

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

December 13, 2023
2:30 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. EXECUTIVE SESSION:

Executive Session to hold a conference with the City Attorney to receive legal advice on specific legal issues pursuant to C.R.S. § 24-6-402(4)(b), and to instruct negotiators pursuant to C.R.S § 24-6-402(4)(e) regarding City-owned land in and adjacent to the Gregory Street HARD District; to instruct negotiators regarding the potential acquisition of property by the City pursuant to C.R.S § 24-6-402(4)(a) and C.R.S § 24-6-402(4)(e); to instruct negotiators pursuant to C.R.S § 24-6-402(4)(e) regarding the use of City-owned land in the Gregory Street HARD District and regarding other City-owned property; and to hold a conference with the City Attorney to receive legal advice on specific legal issues pursuant to C.R.S. § 24-6-402(4)(b) regarding false alarms.

4. AGENDA CHANGES:
5. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
6. PUBLIC COMMENT: *Please limit comments to 5 minutes*
7. APPROVAL OF MINUTES: November 8, 2023
8. PUBLIC HEARINGS:

- A. Resolution 85-2023, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the City of Black Hawk, Colorado, for the Calendar Year Beginning on the First Day of January 2024 and Ending on the Last Day of December 2024, and Appropriating Sums of Money to Various Funds and Spending Agencies in the Amount, and for the Purposes Set Forth Within the Attached 2024 Budget
- B. CB34, An Ordinance Amending Various Sections of the Black Hawk Employee Handbook
- C. CB35, An Ordinance Adopting the City of Black Hawk 2024 Pay Plan and Revised Job Descriptions
- D. CB36, An Ordinance Approving the FTA Section 5311 Operating Grant Agreement Between the Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk dba Black Hawk and Central City Tramway for 2024 in an Amount Not to Exceed \$116,271.00
- E. CB37, An Ordinance Approving the Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the Authority's Ambulances
- F. CB38, An Ordinance Approving the Cooperative Agreement Between the Gilpin County Department of Human/Social Services and the City of Black Hawk Through the Black Hawk Police Department
- G. Resolution 86-2023, A Resolution Conditionally Approving a Certificate of Architectural Compatibility to Allow for Demolition of a Structure Located at 271 Gregory Street

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

AMERICANS WITH DISABILITY ACT NOTICE Any disabled person who plans to attend any governmental meeting of the City of Black Hawk and requires special assistance can contact City Hall at (303) 582-2221. Please make any request for assistance at least 24 hours before the scheduled meeting

- H. Resolution 87-2023, A Resolution Conditionally Approving a Revised Certificate of Architectural Compatibility for the Copper Kitchen Pizzeria Located at 307 Gregory Street

9. ACTION ITEMS:

- A. Resolution 88-2023, A Resolution Approving Amendment No. 1 to the General Contractor Agreement Executed on April 12, 2023 Between the City of Black Hawk and MW Golden Constructors, Establishing the Guaranteed Maximum Price (GMP) of \$6,501,189.00 for Construction of the Copper Kitchen Pizzeria Project
- B. Resolution 89-2023, a Resolution Awarding the Bid and Approving the Contract Between the City of Black Hawk and Grapes & Sons Excavating, LLC in an Amount Not to Exceed \$97,900.00 for Demolition of the Structure Located at 271 Gregory Street and Excavation of a Portion of the Livery Lot
- C. Resolution 90-2023, A Resolution Approving the Eighth Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2024 Between MV Transportation, Inc. and the City of Black Hawk
- D. Resolution 91-2023, A Resolution Approving a Professional Services Agreement with WW Wheeler and Associates, Inc. for the Pickle Gulch Reservoir Site Evaluation Study in the Amount Not to Exceed \$48,300.00
- E. Resolution 92-2023, A Resolution Approving the Twelfth Addendum to Personal Services Agreement with 5280 Strategies, LLC
- F. Resolution 93-2023, A Resolution Adopting the 2024 City Council Regular Meeting Schedule
- G. Resolution 94-2023, A Resolution Adopting the 2024 Holiday Schedule
- H. Resolution 95-2023, A Resolution Adopting the 2024 Historic Preservation Commission Meeting Schedule
- I. Resolution 96-2023, A Resolution Approving the 2024 Contract with Pinnacol Assurance for Workers' Compensation Insurance
- J. Resolution 97-2023, A Resolution Authorizing the Mayor to Execute a Quitclaim Deed on Behalf of the City to a Newly Registered Elector Qualified to Serve on the Silver Dollar Metropolitan District

10. CITY MANAGER REPORT:

11. CITY ATTORNEY REPORT:

12. EXECUTIVE SESSION:

13. Executive Session to hold a conference with the City Attorney to receive legal advice on specific legal issues pursuant to C.R.S. § 24-6-402(4)(b), and to instruct negotiators pursuant to C.R.S § 24-6-402(4)(e) regarding City-owned land in and adjacent to the Gregory Street HARD District; to instruct negotiators regarding the potential acquisition of property by the City pursuant to C.R.S § 24-6-402(4)(a) and C.R.S § 24-6-402(4)(e); to instruct negotiators pursuant to C.R.S § 24-6-402(4)(e) regarding the use of City-owned land in the Gregory Street HARD District and regarding other City-owned property; and to hold a conference with the City Attorney to receive legal advice on specific legal issues pursuant to C.R.S. § 24-6-402(4)(b) regarding false alarms.

14. 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

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**City of Black Hawk
City Council**

November 8, 2023

MEETING MINUTES

Mayor Spellman dispensed with the ringing of the bell due to the presentations and work session.

1. **CALL TO ORDER:** Mayor Spellman called the regular meeting of the City Council to order immediately after the Budget Work Session on Wednesday, November 8, 2023 at 3:25 p.m.
2. **ROLL CALL:** Present were Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, Moates, and Torres.

Staff Present: City Attorney Hoffmann, City Manager Cole, Police Chief Moriarty, Fire Chief Woolley, Administrative Services Director/City Clerk Greiner, Finance Director Hillis, Senior Accountant Parsons, Public Works Director Isbester, City Engineer Reed, Water Resource Engineer Dallam, Community Planning & Development Director Linker, and Deputy City Clerk Martin.
- PLEDGE OF ALLEGIANCE:** Mayor Spellman led the meeting in reciting the Pledge of Allegiance.
3. **AGENDA CHANGES:** Deputy City Clerk Martin confirmed there were no agenda changes.
4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. City Council noted no conflicts.

City Attorney Hoffmann asked the audience if there were any objections to any member of the Council voting on any issue on the agenda this afternoon. There were no objections noted.
5. **PUBLIC COMMENT:** Deputy City Clerk Martin confirmed no one had signed up to speak.

6. APPROVAL OF
MINUTES:

October 25, 2023

**MOTION TO
APPROVE**

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

MOTION PASSED

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

7. PUBLIC HEARINGS:

A. Local Liquor Licensing Authority Consideration of a Special Event Liquor Permit for Gilpin County - TENTATIVE

Mayor Spellman read the title and opened the public hearing.

Deputy City Clerk Martin introduced this placeholder item in case any objections were received by today's deadline regarding a Special Event Liquor Permit for Gilpin County's employee holiday party held at the Rick Thomas Distillery. No objections were received, so there was no need to hold a public hearing.

PUBLIC HEARING:

None

**MOTION TO
APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Moates to approve the Special Event Liquor Permit for Gilpin County.

MOTION PASSED

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

B. CB33, An Ordinance Amending the City of Black Hawk Municipal Code by the Addition Thereto of a New Section 6-81 and the Amendment of Section 6-73 Authorizing Retail Establishment Permits

Mayor Spellman read the title and opened the public hearing.

Deputy City Clerk Martin introduced House Bill 23-1061, which created a new permit allowing complimentary liquor to be served at most retail establishments. She said the permit must be approved at the state and local levels, so amending our code was necessary, and the fee for the permit is the next agenda item.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB33, an Ordinance amending the City of Black Hawk Municipal Code by the addition thereto of a new Section 6-81 and the amendment of Section 6-73 authorizing Retail Establishment Permits open and invited anyone

wanting to address the Board either “for” or “against” the Ordinance to come forward.

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

**MOTION TO
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Bennett to approve CB33, an Ordinance amending the City of Black Hawk Municipal Code by the addition thereto of a new Section 6-81 and the amendment of Section 6-73 authorizing Retail Establishment Permits.

MOTION PASSED

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

8. ACTION ITEMS:

A. Resolution 83-2023, A Resolution Approving the City of Black Hawk Fee Schedule, as Amended

Mayor Spellman read the title.

Deputy City Clerk Martin introduced a few liquor related fee amendments to the City’s Fee Schedule, including the fee for a Retail Establishment Permit.

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 83-2023, a Resolution approving the City of Black Hawk Fee Schedule, as amended.

MOTION PASSED

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

B. Resolution 84-2023, A Resolution Approving the Service Agreement Between the City of Black Hawk and Centurylink Communications, LLC dba Lumen Technologies Group for Internet Access to City Properties

Mayor Spellman read the title.

Finance Director Hillis explained the City always has two different providers to provide internet service. This agreement would confirm our price with Centurylink for the next three years.

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 84-2023, a Resolution approving the Service Agreement between the City of Black Hawk and Centurylink

Communications, LLC dba Lumen Technologies Group for internet access to City properties.

MOTION PASSED

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

9. CITY MANAGER
REPORT:

City Manager Cole, noting the holiday season upon us, brought up the annual holiday bonus. Alderman Moates **MOVED** and was seconded by Alderman Midcap to approve a team member appreciate gift of \$500 after taxes for all full-time team members, board members, and commissions.

10. CITY ATTORNEY
REPORT:

City Attorney Hoffmann had nothing to report.

11. EXECUTIVE
SESSION:

City Attorney Hoffmann recommended item number 5 only for Executive Session to instruct negotiators on City-owned property.

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:32 p.m. to hold a conference with the City's Attorney 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 3:42 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 3:42 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

RESOLUTION 85-2023
A RESOLUTION SUMMARIZING
EXPENDITURES AND
REVENUES FOR EACH FUND
AND ADOPTING A BUDGET
FOR THE CITY OF BLACK
HAWK, COLORADO, FOR THE
CALENDAR YEAR BEGINNING
ON THE FIRST DAY OF
JANUARY 2024 AND ENDING ON
THE LAST DAY OF DECEMBER
2024, AND APPROPRIATING
SUMS OF MONEY TO VARIOUS
FUNDS AND SPENDING
AGENCIES IN THE AMOUNT,
AND FOR THE PURPOSES SET
FORTH WITHIN THE
ATTACHED 2024 BUDGET

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

Resolution No. 85-2023

TITLE: A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE CITY OF BLACK HAWK, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2024 AND ENDING ON THE LAST DAY OF DECEMBER 2024, AND APPROPRIATING SUMS OF MONEY TO VARIOUS FUNDS AND SPENDING AGENCIES IN THE AMOUNT, AND FOR THE PURPOSES SET FORTH WITHIN THE ATTACHED 2024 BUDGET.

WHEREAS, upon due and proper notice, published or posted in accordance with the law, the proposed Budget for 2024 was open for inspection by the public at a designated place, a public hearing was held on December 13, 2023, and interested taxpayers were given the opportunity to file or register any objections to said proposed Budget, and;

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves and/or fund balances so that the Budget remains in balance, as required by law.

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

Section 1. That the Budget as submitted and summarized by Fund, hereby is approved and adopted as the Budget of the City of Black Hawk for the year stated above.

Section 2. That the budget hereby approved and adopted shall be signed by the Mayor and made a part of the public records of the City.

Section 3. That the sums for 2024, on the attached budget, are hereby appropriated from the revenue of each fund, for purposes stated.

RESOLVED AND PASSED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: A Resolution approving the adoption of the 2024 Budget.

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

MOTION TO APPROVE: Resolution 85- 2023, A resolution summarizing the expenditures and revenues for each Fund and adopting a Budget for calendar year 2024.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The attached 2024 Proposed Budget is as presented at the November 8, 2023 work session, with the following exceptions. The contribution to the Gilpin Ambulance Authority was decreased, as was the revenue from the Silver Dollar Metro District.

AGENDA DATE: December 13, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

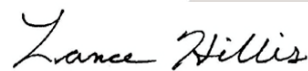
DOCUMENTS ATTACHED: Resolution, Proposed Budget

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:

REVIEWED BY:





Lance Hillis, Finance Director

Stephen N. Cole, City Manager



2024 PROPOSED ANNUAL BUDGET
(December 13, 2023)

**CITY OF BLACK HAWK
2024 PROPOSED BUDGET
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**Office of the City Manager**

201 Selak
P.O. Box 68
Black Hawk, CO 80422
www.cityofblackhawk.org
303-582-0292 Office
303-582-0848 Fax

Mayor

David D. Spellman

Aldermen

Linda Armbright
Paul G. Bennett
Hal Midcap
Jim Johnson
Greg Moates
Benito Torres

City Attorney

Corey Y. Hoffmann

City Manager

Stephen N. Cole

City Clerk /**Administrative Services Director**

Melissa A. Greiner

**Community Planning & Development
Director**

Cynthia L. Linker

Finance Director

Lance R. Hillis

Fire Chief / Emergency Manager

Christopher K. Woolley

Police Chief

Michelle Moriarty

Public Works Director

Thomas Isbester

**COLORADO'S SECOND OLDEST
MUNICIPAL CORPORATION**

December 13, 2023

Dear Mayor and Board of Alderman:

We are pleased to present to you the 2024 Annual Operating & Capital Budget. Council is required to adopt an annual budget for each fiscal year in accordance with the procedure set forth in the Local Government Budget Law of Colorado (CRS 29-1-101).

This message is intended to cover the highlights and significant changes to the 2024 Budget when compared to 2023. Each Department's 2024 budget is similar to 2023 with the exception of the items listed in the following paragraphs.

The 2024 Budget includes a total revenue projection (excluding inter-fund transfers and debt proceeds) of \$36.3 million for all funds. This is a decrease of 3.1% compared to the estimated revenue for 2023 and a decrease of 3.0% from 2022 actuals. We project Gaming Tax revenue to decrease by 5.0% for 2024 when compared to the 2023. Device Fee revenue is expected to remain constant when compared to 2023 at about 7,020 device equivalents. City staff expects sales tax revenue to remain at 2023 levels throughout 2024. The 2024 budget, as proposed, includes no increase in Sales Tax, Use Tax, Device Fees or Water rates.

The 2024 budget includes total expenditures (excluding inter-fund transfers) of \$57.1 million. This includes the addition of one new full-time Police Sergeant and the elimination of the Junior Engineer in Public Works. The 2024 Budget includes funding for a 6.65% Market adjustment, based on a comparison with our pre-established survey cities. City staff, with assistance from our benefits consultant, has estimated an increase in medical insurance premiums of 15% for the final six months of 2024. Other benefits including dental insurance have been increased by 10% for the final six months of 2024. The 2024 Budget also includes the continuation of the City contributing 50% of the deductible to each employee's HSA, plus an additional \$1,500 per employee. Other enhancements to employee benefits include a \$4 per pay period increase to the cellphone stipend and 20 additional hours of Paid Time Off after fifteen years of service and 20 more hours at twenty years of service.

The Capital Projects Fund proposed projects for 2024 include continued improvements to Gregory Hill / Artisans Point, Rehabilitation work on one home in the Grant Program, construction

of the Copper Kitchen, and Street Overlay of Main Street. Capital projects within the Preservation & Restoration Fund are focused primarily on the continued efforts along Gregory Street, including Gregory Point, Briggs Lot Trailhead & Bates Hill Trail system, and Bobtail Mine Improvements.

We would like to thank the Department Directors and City staff for their assistance in the preparation of the 2024 Budget that maintains the high service levels the citizens, businesses and guests of Black Hawk have come to expect.

Respectfully submitted,



Stephen N. Cole
City Manager



Lance R. Hillis
Finance Director

CITY OF BLACK HAWK REVENUE, EXPENDITURE & FUND BALANCE ANALYSIS

	GENERAL FUND	IMPACT FEE FUND	PRES & REST. FUND	TRANS DEVICE FUND	CAPITAL FUND	DEBT FUND	WATER FUND	CON TRUST FUND	TOTAL ALL FUNDS	ALL FUNDS LESS TRNFS
FUND BALANCE - JAN. 1, 2022	15,729,588	9,880	11,713,741	513,536	8,591,463	1,541,514	10,244,179	34,668	48,378,569	48,378,569
ACTUAL REVENUES	30,232,988	879	4,382,819	742,516	30,040	3,082,433	3,389,592	1,802	41,863,069	37,437,069
ACTUAL EXPENDITURES	21,510,894	0	3,984,191	646,316	3,095,771	3,257,232	3,733,697	0	36,228,101	31,802,101
ACTUAL GAIN (LOSS)	8,722,094	879	398,628	96,200	(3,065,731)	(174,799)	(344,105)	1,802	5,634,968	5,634,968
FUND BALANCE - DEC. 31, 2022	<u>24,451,682</u>	<u>10,759</u>	<u>12,112,369</u>	<u>609,736</u>	<u>5,525,732</u>	<u>1,366,715</u>	<u>9,900,074</u>	<u>36,470</u>	<u>54,013,537</u>	<u>54,013,537</u>
FUND BALANCE - JAN. 1, 2023	24,451,682	10,759	12,112,369	609,736	5,525,732	1,366,715	9,900,074	36,470	54,013,537	54,013,537
ESTIMATED REVENUES	29,639,545	190	4,987,029	670,000	8,105,000	3,425,000	3,371,000	2,350	50,200,114	37,492,114
ESTIMATED EXPENDITURES	31,199,172	0	3,091,656	780,500	6,778,605	3,253,437	3,830,175	0	48,933,545	36,225,545
ESTIMATED GAIN (LOSS)	(1,559,627)	190	1,895,373	(110,500)	1,326,395	171,563	(459,175)	2,350	1,266,569	1,266,569
FUND BALANCE - DEC. 31, 2023	<u>22,892,055</u>	<u>10,949</u>	<u>14,007,742</u>	<u>499,236</u>	<u>6,852,127</u>	<u>1,538,278</u>	<u>9,440,899</u>	<u>38,820</u>	<u>55,280,106</u>	<u>55,280,106</u>
FUND BALANCE - JAN. 1, 2024	22,892,055	10,949	14,007,742	499,236	6,852,127	1,538,278	9,440,899	38,820	55,280,106	55,280,106
PROPOSED REVENUES	36,250,177	150	4,661,500	950,400	6,020,000	3,040,000	3,301,000	2,000	54,225,227	36,332,227
PROPOSED EXPENDITURES	31,934,224	0	13,594,200	1,194,500	12,505,800	3,256,602	12,459,923	0	74,945,249	57,052,249
PROPOSED GAIN (LOSS)	4,315,953	150	(8,932,700)	(244,100)	(6,485,800)	(216,602)	(9,158,923)	2,000	(20,720,022)	(20,720,022)
FUND BALANCE - DEC. 31, 2024	<u>27,208,008</u>	<u>11,099</u>	<u>5,075,042</u>	<u>255,136</u>	<u>366,327</u>	<u>1,321,676</u>	<u>281,976</u>	<u>40,820</u>	<u>34,560,084</u>	<u>34,560,084</u>

CITY OF BLACK HAWK
2024 BUDGET
STAFFING PLAN - ALL FUNDS

	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
FULL-TIME POSITIONS				
Mayor & Council	0.0	0.0	0.0	0.0
Municipal Court	0.5	0.5	0.5	0.5
City Manager	1.0	1.0	1.0	1.0
City Clerk-Admin Services	4.0	4.0	4.0	4.0
Information Technology	2.0	2.0	2.0	2.0
Finance	2.0	2.0	2.0	2.0
Planning	2.0	2.0	2.0	2.0
Police	31.5	31.5	31.5	32.5
Dispatch	8.0	8.0	8.0	8.0
Fire	24.0	24.0	24.0	24.0
Public Works - Administration	5.0	6.0	5.0	5.0
Public Works - Streets	7.0	7.0	7.0	7.0
Public Works - Fleet	6.0	6.0	6.0	6.0
Public Works - Facilities	4.0	4.0	4.0	4.0
Water - Administration	1.0	1.0	1.0	1.0
Water - Operations	7.0	8.0	8.0	8.0
TOTAL FULL-TIME STAFF	105.0	107.0	106.0	107.0
PART-TIME POSITIONS				
Mayor & Council	7.0	7.0	7.0	7.0
Municipal Court	1.0	1.0	1.0	1.0
City Manager	0.0	0.0	0.0	0.0
City Clerk-Admin Services	0.0	0.0	0.0	0.0
Information Technology	0.0	0.0	0.0	0.0
Finance	0.0	0.0	0.0	0.0
Planning	0.0	0.0	0.0	0.0
Police	0.0	0.0	0.0	0.0
Dispatch	0.0	0.0	0.0	0.0
Fire	0.0	0.0	0.0	0.0
Public Works - Administration	0.0	0.0	0.0	0.0
Public Works - Streets	2.0	4.0	4.0	4.0
Public Works - Fleet	0.0	0.0	0.0	0.0
Public Works - Facilities	0.0	0.0	0.0	0.0
Water - Administration	0.0	0.0	0.0	0.0
Water - Operations	0.0	0.0	0.0	0.0
TOTAL PART-TIME STAFF	10.0	12.0	12.0	12.0
TOTAL POSITIONS	115.0	119.0	118.0	119.0

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND SUMMARY

	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
BEGINNING FUND BALANCE	15,729,588	24,451,682	24,451,682	22,892,055
REVENUES	30,232,988	27,549,572	29,639,545	36,250,177
MAYOR & COUNCIL	3,532,215	3,968,054	3,877,418	4,427,828
MUNICIPAL COURT	82,079	98,108	93,571	110,392
CITY MANAGER	296,698	299,284	296,897	324,356
CITY CLERK/ADMIN SERVICES	1,131,209	1,298,361	1,300,520	1,500,564
INFORMATION TECHNOLOGY	560,387	604,766	582,266	622,451
FINANCE	464,994	485,363	478,862	520,620
PLANNING	660,084	713,187	607,888	660,642
POLICE	4,195,615	4,876,743	4,480,349	5,484,674
DISPATCH	655,236	876,958	672,354	902,172
FIRE	3,563,154	3,726,336	3,746,266	4,054,840
PUBLIC WORKS ADMIN	1,388,337	1,692,907	1,518,689	1,658,652
STREET	829,230	1,042,731	936,263	1,152,042
FLEET	598,253	723,529	593,854	767,099
FACILITIES	500,403	592,219	678,975	727,892
TRANSFERS	3,053,000	11,335,000	11,335,000	9,020,000
TOTAL EXPENDITURES	21,510,894	32,333,546	31,199,172	31,934,224
NET INCREASE (DECREASE)	8,722,094	(4,783,974)	(1,559,627)	4,315,953
ENDING FUND BALANCE	24,451,682	19,667,708	22,892,055	27,208,008

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

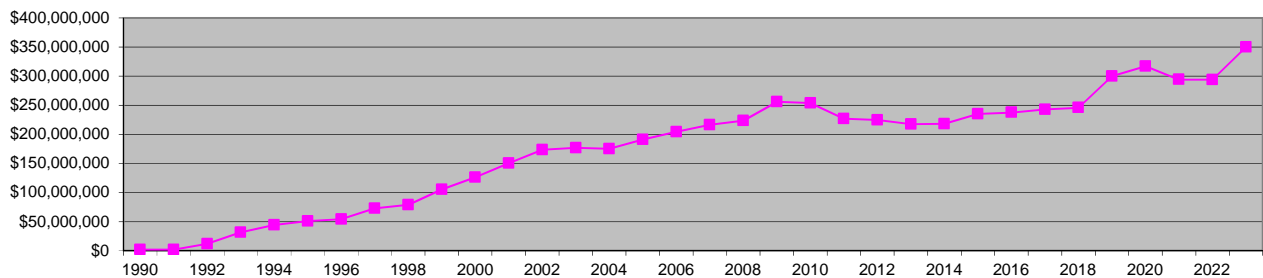
Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
GENERAL FUND REVENUES					
010-0000-3110100	Real Property / Property Taxes	10,517	10,500	10,500	12,500
010-0000-3110200	Real Property / Specific Owner	702	750	500	500
010-0000-3110300	Commercial Improvements Tax	22,666	16,000	16,000	16,000
010-0000-3130100	Sales & Use Tax / Sales Tax-City	4,008,419	3,500,000	4,000,000	4,000,000
010-0000-3130101	Sales Tax-City / Sales Tax-School District	1,558,008	1,350,000	1,500,000	1,500,000
010-0000-3130200	Sales & Use Tax / Use Tax	568,160	550,000	500,000	500,000
010-0000-3130201	Sales & Use Tax / Use Tax-School District	189,809	185,000	185,000	185,000
010-0000-3140200	Occupational Tax / Businesses	9,395	10,000	0	0
010-0000-3180100	Other Taxes / Device Fees	7,772,188	7,665,000	7,428,000	7,371,000
010-0000-3180200	Other Taxes / Franchise Fees	155,115	150,000	160,000	160,000
010-0000-3180400	Other Taxes/Ambulance Fee-Non District Assessment	9,210	9,200	9,300	9,300
010-0000-3180500	Other Taxes / Lodging Tax	572,677	520,000	550,000	550,000
010-0000-3210200	Business Licenses / Business	14,260	10,000	0	0
010-0000-3210300	Business Licenses / Liquor	9,703	10,000	10,000	10,000
010-0000-3210400	Business Licenses / Contractors	600	1,400	0	0
010-0000-3220100	Permits / Building	29,369	35,000	60,000	40,000
010-0000-3220200	Permits / Sign	1,800	1,000	500	500
010-0000-3220300	Permits / Shuttle	200	300	100	100
010-0000-3220400	Permits / Special Events	250	300	500	500
010-0000-3220500	Permits / Electrical	2,851	3,000	10,000	3,000
010-0000-3220900	Permits / Miscellaneous	750	0	5,000	1,000
010-0000-3350200	State Shared Revenues / Cigarette	6,534	8,500	6,500	6,500
010-0000-3350300	State Shared Revenues / Highway Users	16,802	18,000	17,500	18,000
010-0000-3350400	County Shared Revenues / Road & Bridge	125,515	130,000	130,000	130,000
010-0000-3350500	State Shared Revenues / Gaming	12,313,295	11,000,000	12,328,474	11,750,000
010-0000-3410300	Miscellaneous Fees / Plan Review	14,299	18,000	25,000	20,000
010-0000-3410400	Plan Review - Fire	11,898	15,000	15,000	15,000
010-0000-3410800	Miscellaneous Fees / Services Billed Out	166,074	0	0	0
010-0000-3410900	Inspection Fees - Fire	7,475	3,000	3,000	3,000
010-0000-3510100	Court Fines / Municipal Court	12,785	12,000	13,500	13,000
010-0000-3510300	Court Fines / Parking	90	200	750	500
010-0000-3510600	Court Fines / Victim Service Surcharge	3,462	3,000	5,000	5,000

010-0000-3601300	Revenue / Grant Proceeds	16,086	0	0	0
010-0000-3601400	Revenue / Police Grant	219,890	150,000	165,000	100,000
010-0000-3601500	Revenue / Fire Grant-Fema	4,630	0	5,000	5,000
010-0000-3610100	Revenue / Int Income On Investments	112,052	40,000	325,000	250,000
010-0000-3610900	Revenue / Other	73,045	100,000	50,000	50,000
010-0000-3611200	Revenue / Police Dept Revenue	116,312	120,000	150,000	150,000
010-0000-3611300	Fire Department Revenue	135,884	20,000	50,000	20,000
010-0000-3611500	Revenue / Gilpin Ambulance Vehicle Maintenance IGA	33,980	0	60,000	0
010-0000-3612000	Revenue / Silver Dollar Ambulance	357,074	321,422	321,421	331,777
010-0000-3630201	Commercial Buildings / Utility Charges	18,552	15,000	25,000	25,000
010-0000-3630202	Commercial Buildings / Rent Revenue	146,805	175,000	125,000	125,000
010-0000-3660100	Gain/Loss / Sale Of Fixed Assets	10,800	0	0	0
010-0000-3950400	Transfer In / Historic Preservation	110,000	110,000	110,000	7,610,000
010-0000-3950800	Transfer In / Capital Projects	0	0	0	0
010-0000-3951000	Transfer In / Water Fund	1,100,000	1,100,000	1,100,000	1,100,000
010-0000-3951300	Transfer In / Transportation Device Fee Fund	163,000	163,000	163,000	163,000
TOTAL GENERAL FUND REVENUES		30,232,988	27,549,572	29,639,545	36,250,177

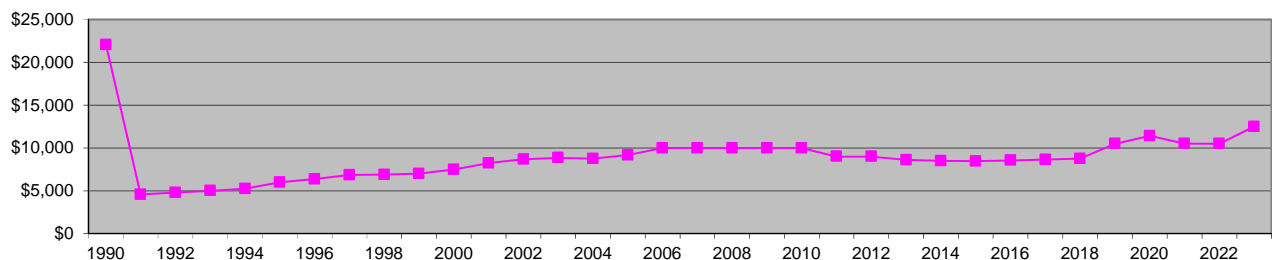
CITY OF BLACK HAWK
ASSESSED VALUATION & TAX YIELD
1990-2023

YEAR		ASSESSED VALUATION	MILL LEVY	TAX YIELD
1990		\$2,095,610	10.4600	\$22,070
1991		\$1,827,970	2.5000	\$4,570
1992		\$11,596,220	0.4140	\$4,800
1993		\$31,730,500	0.1580	\$5,000
1994		\$44,419,780	0.1180	\$5,250
1995		\$50,665,890	0.1180	\$5,980
1996		\$54,006,890	0.1180	\$6,370
1997		\$72,922,410	0.0940	\$6,855
1998		\$78,993,600	0.1000	\$6,900
1999		\$105,123,570	0.0666	\$7,000
2000		\$126,445,200	0.0593	\$7,500
2001		\$150,651,240	0.0548	\$8,250
2002		\$173,635,660	0.0501	\$8,699
2003		\$176,712,400	0.0501	\$8,853
2004		\$174,912,530	0.0501	\$8,763
2005		\$190,933,200	0.0484	\$9,165
2006		\$204,515,190	0.0488	\$10,000
2007		\$216,585,941	0.0462	\$10,000
2008		\$223,438,722	0.0448	\$10,000
2009		\$256,051,781	0.0390	\$10,000
2010		\$253,557,450	0.0390	\$10,000
2011		\$226,862,524	0.0390	\$9,000
2012		\$224,643,394	0.0390	\$9,001
2013		\$217,657,989	0.0390	\$8,600
2014		\$217,921,025	0.0390	\$8,500
2015		\$234,861,739	0.0360	\$8,455
2016		\$237,567,014	0.0360	\$8,552
2017		\$242,790,494	0.0360	\$8,656
2018		\$245,829,172	0.0360	\$8,750
2019		\$299,950,331	0.0350	\$10,500
2020		\$317,003,620	0.0360	\$11,400
2021		\$294,239,236	0.0360	\$10,517
2022	Estimated	\$293,791,067	0.0360	\$10,500
2023	Budget	\$349,946,917	0.0360	\$12,500

ASSESSED VALUATION



TAX YIELD

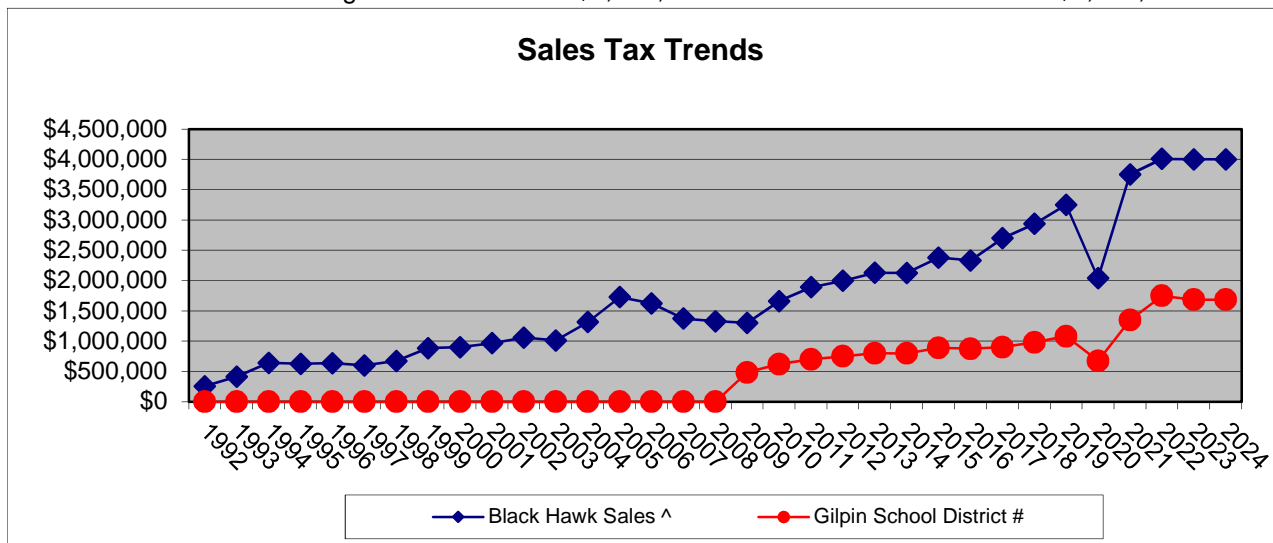


CITY OF BLACK HAWK

SALES TAX TRENDS

1992-2024

	Black Hawk Sales ^	Gilpin School District #
1992	\$256,772	-
1993	\$413,647	-
1994	\$639,607	-
1995	\$625,086	-
1996	\$636,575	-
1997	\$599,012	-
1998	\$672,746	-
1999	\$884,370	-
2000	\$899,934	-
2001	\$965,930	-
2002	\$1,059,584	-
2003	\$1,009,955	-
2004	\$1,314,668	-
2005	\$1,726,490	-
2006	\$1,624,216	-
2007	\$1,372,318	-
2008	\$1,328,229	-
2009	\$1,301,362	\$481,326
2010	\$1,662,283	\$618,731
2011	\$1,890,175	\$699,969
2012	\$1,996,592	\$748,621
2013	\$2,127,300	\$798,377
2014	\$2,124,709	\$796,723
2015	\$2,378,697	\$890,615
2016	\$2,330,246	\$873,842
2017	\$2,699,106	\$899,702
2018	\$2,937,029	\$978,811
2019	\$3,252,186	\$1,079,423
2020	\$2,037,553	\$672,505
2021	\$3,751,997	\$1,349,632
2022	\$4,008,419	\$1,747,817
2023 Estimate	\$4,000,000	\$1,685,000
2024 Budget	\$4,000,000	\$1,685,000



^Effective Jan. 1, 2017 the Sales Tax Rate increased from 4.00% to 4.50%

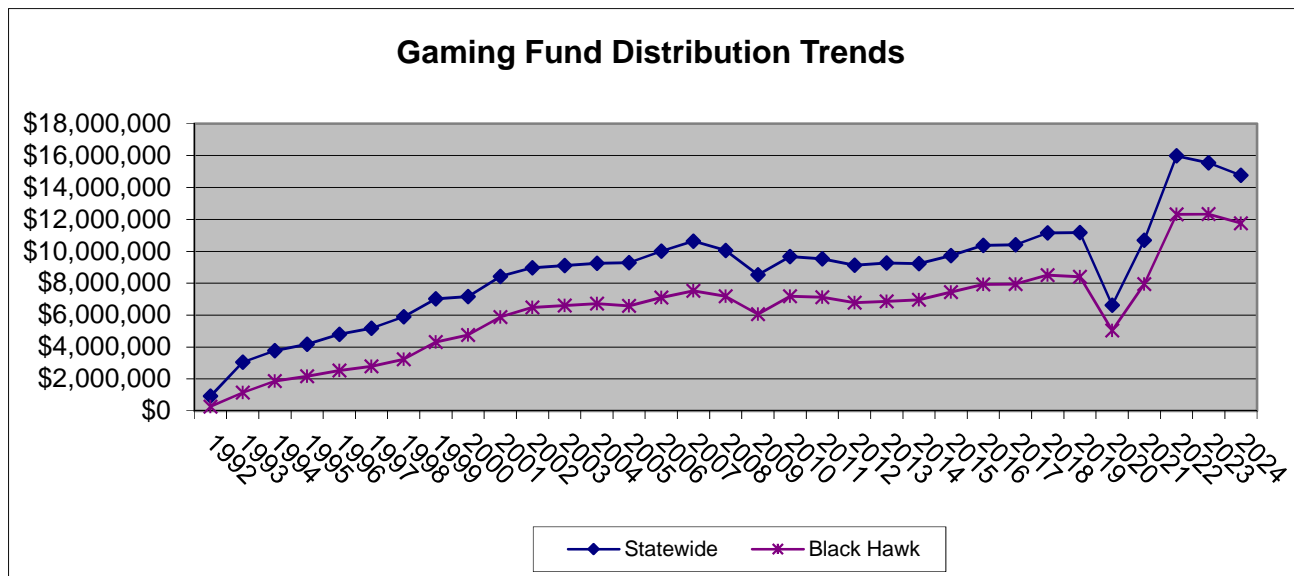
Educational Enhancement Tax Rate is 1.50% effective Jan.1 , 2009

CITY OF BLACK HAWK

STATE GAMING FUND DISTRIBUTIONS

1992-2024

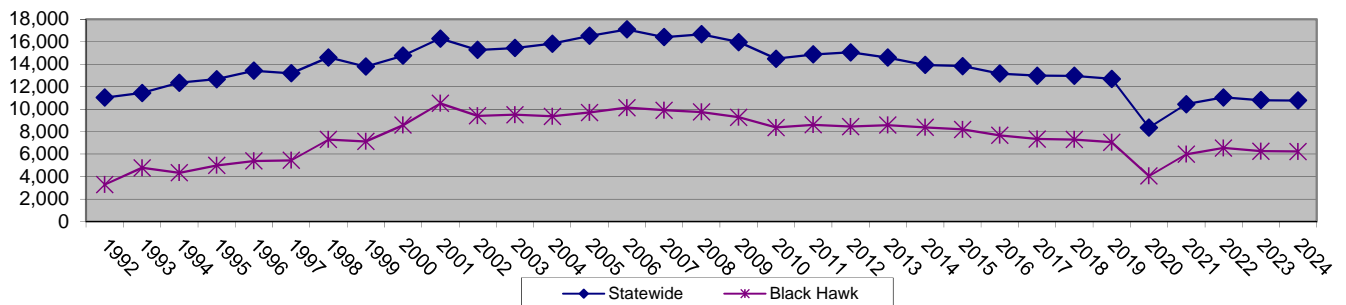
	Statewide	Black Hawk
1992	\$911,473	\$263,783
1993	\$3,047,939	\$1,138,405
1994	\$3,773,830	\$1,862,385
1995	\$4,167,267	\$2,155,457
1996	\$4,800,795	\$2,518,849
1997	\$5,169,774	\$2,788,369
1998	\$5,887,967	\$3,226,488
1999	\$7,018,050	\$4,308,662
2000	\$7,159,980	\$4,745,778
2001	\$8,418,384	\$5,871,402
2002	\$8,969,622	\$6,472,838
2003	\$9,098,212	\$6,599,843
2004	\$9,240,149	\$6,710,104
2005	\$9,293,021	\$6,587,172
2006	\$10,014,747	\$7,110,170
2007	\$10,635,671	\$7,530,055
2008	\$10,059,170	\$7,172,188
2009	\$8,528,108	\$6,056,663
2010	\$9,674,240	\$7,180,228
2011	\$9,532,735	\$7,112,194
2012	\$9,119,738	\$6,770,143
2013	\$9,268,680	\$6,864,191
2014	\$9,221,937	\$6,957,400
2015	\$9,721,833	\$7,436,400
2016	\$10,368,492	\$7,933,146
2017	\$10,408,224	\$7,937,140
2018	\$11,161,767	\$8,497,859
2019	\$11,178,241	\$8,403,874
2020	\$6,622,838	\$5,036,466
2021	\$10,702,715	\$7,945,440
2022	\$15,985,686	\$12,313,295
2023	\$15,541,793	\$12,328,474
2024 Budget	\$14,765,000	\$11,750,000



**CITY OF BLACK HAWK
DEVICE COUNT & GENERAL DEVICE REVENUES
1992-2024**

	Statewide Total Devices	Black Hawk Slots	Black Hawk Tables (*)	Black Hawk Total Devices	Black Hawk Device Equivalents	Black Hawk Device Fee	General Device Revenue
1992	11,030	3,193	83	3,276	3,276	\$800	\$1,480,740
1993	11,445	4,659	120	4,779	4,779	\$800	\$2,027,995
1994	12,359	4,231	103	4,334	4,334	\$800	\$2,727,452
1995	12,670	4,877	113	4,990	4,990	\$750	\$2,713,864
1996	13,434	5,276	111	5,387	5,387	\$750	\$2,743,826
1997	13,204	5,340	106	5,446	5,446	\$750	\$3,038,684
1998	14,603	7,181	125	7,306	7,306	\$750	\$5,562,157
1999	13,792	7,010	117	7,127	7,127	\$750	\$5,979,246
2000	14,764	8,456	123	8,579	8,579	\$750	\$7,102,867
2001	16,286	10,379	137	10,516	10,516	\$750	\$7,225,642
2002	15,281	9,299	105	9,404	9,404	\$750	\$7,306,763
2003	15,445	9,408	105	9,513	9,513	\$750	\$7,133,652
2004	15,834	9,246	118	9,364	9,364	\$750	\$6,279,049
2005	16,533	9,557	145	9,702	9,702	\$750	\$6,460,593
2006	17,098	9,994	136	10,130	10,130	\$750	\$6,899,268
2007	16,418	9,758	146	9,904	9,904	\$750	\$7,528,250
2008	16,673	9,606	145	9,751	9,751	\$750	\$7,372,750
2009	15,973	9,069	207	9,276	9,276	\$750	\$7,029,875
2010	14,492	8,188	185	8,373	8,373	\$750	\$6,689,188
2011	14,885	8,414	195	8,609	8,609	\$750	\$6,412,938
2012	15,064	8,258	202	8,460	8,460	\$750	\$6,380,188
2013	14,595	8,393	196	8,589	8,589	\$750	\$6,340,500
2014	13,934	8,176	202	8,378	8,378	\$945	\$8,006,355
2015	13,846	7,986	212	8,198	8,198	\$945	\$7,772,310
2016	13,173	7,456	209	7,665	7,665	\$945	\$7,490,541
2017	12,986	7,141	208	7,349	7,349	\$1,050	\$7,601,543
2018	12,965	7,090	208	7,298	7,922	\$1,050 (\$4,200)#	\$8,326,390
2019	12,702	6,873	189	7,062	7,629	\$1,050 (\$4,200)#	\$8,007,888
2020	8,365	3,950	108	4,058	4,382	\$1,050 (\$4,200)#	\$4,521,388
2021	10,451	5,830	165	5,995	6,490	\$1,050 (\$4,200)#	\$6,800,000
2022	11,047	6,250	300	6,550	7,450	\$1,050 (\$4,200)#	\$7,822,500
2023	10,811	5,994	270	6,264	7,075	\$1,050 (\$4,200)#	\$7,428,000
2024	10,772	5,960	265	6,225	7,020	\$1,050 (\$4,200)#	\$7,371,000

Device Count Trends



Device Revenue Trends

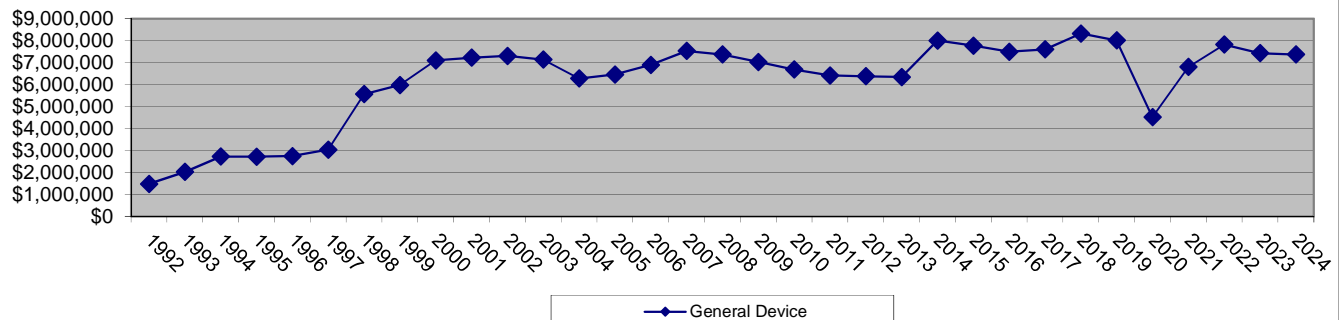
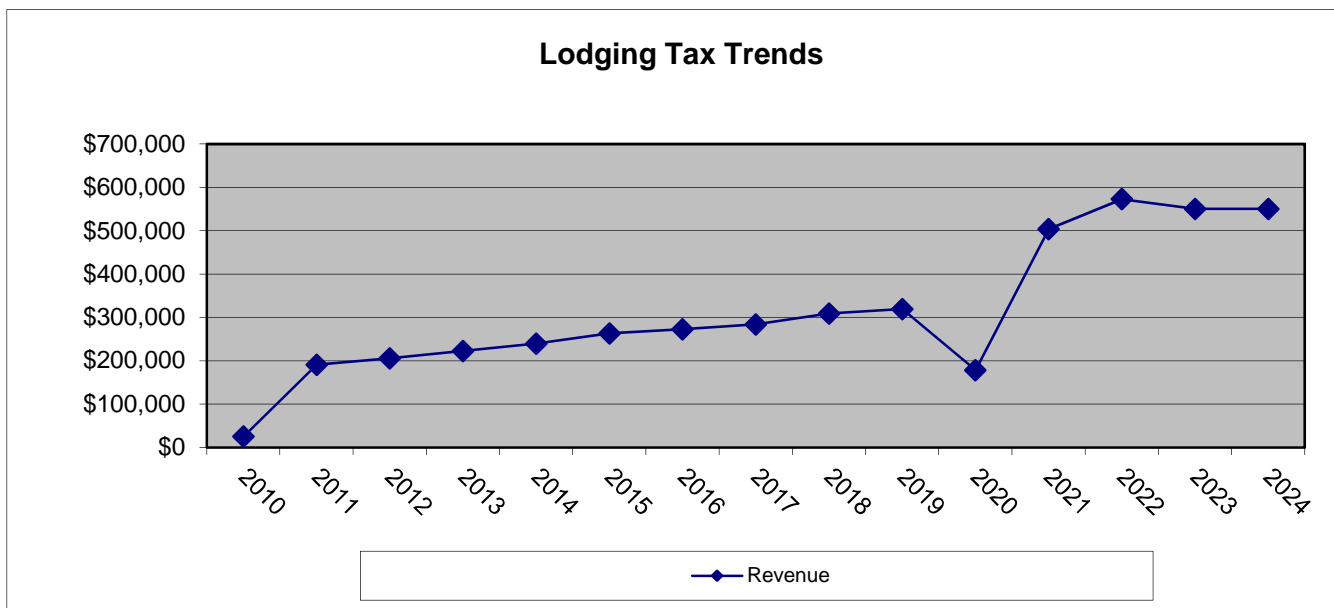


Table Game Device Fee is 4 times the General Device Fee

CITY OF BLACK HAWK **LODGING TAX TRENDS** **2010-2024**

	Revenue	Lodging Tax Rate
2010	\$25,040	0.25%
2011	\$190,834	2.00%
2012	\$205,690	2.00%
2013	\$222,439	2.00%
2014	\$239,662	2.00%
2015	\$262,939	2.00%
2016	\$272,726	2.00%
2017	\$283,917	2.00%
2018	\$308,824	2.00%
2019	\$319,271	2.00%
2020	\$178,304	2.00%
2021	\$503,529	2.00%
2022	\$572,677	2.00%
2023 Estimated	\$550,000	2.00%
2024 Budgeted	\$550,000	2.00%



2.00% Lodging Tax approved in Nov. 2009, with an effective date of January 1, 2010.
 For Calander Year 2010, Council waived 1.75% of the 2.00%, resulting in an effective rate of 0.25%.

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

GENERAL FUND	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
STAFFING PLAN				
Mayor & Council	7.00	7.00	7.00	7.00
Municipal Court	1.50	1.50	1.50	1.50
City Manager	1.00	1.00	1.00	1.00
City Clerk-Admin Services	4.00	4.00	4.00	4.00
Information Technology	2.00	2.00	2.00	2.00
Finance	2.00	2.00	2.00	2.00
Planning	2.00	2.00	2.00	2.00
Police	39.50	39.50	39.50	40.50
Fire	24.00	24.00	24.00	24.00
Public Works	22.00	23.00	22.00	22.00
TOTAL STAFF	105.00	106.00	105.00	106.00
EXPENDITURES BY TYPE				
Personnel	12,369,126	13,809,614	12,991,511	14,971,085
Professional Services	973,183	1,174,000	950,336	1,057,200
General Services	1,743,357	2,102,310	2,186,127	2,494,560
Program Expenses	2,934,447	3,221,562	3,128,601	3,661,179
Supplies	437,781	691,060	607,597	730,200
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	3,053,000	11,335,000	11,335,000	9,020,000
TOTAL EXPENDITURES	21,510,894	32,333,546	31,199,172	31,934,224

**CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND**

MAYOR & COUNCIL	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
STAFFING PLAN				
Mayor	1.00	1.00	1.00	1.00
Alderman	6.00	6.00	6.00	6.00
TOTAL STAFF	7.00	7.00	7.00	7.00
EXPENDITURES BY TYPE				
Personnel	335,786	343,692	341,017	358,849
Professional Services	259,845	390,000	390,000	390,000
General Services	0	0	0	0
Program Expenses	2,934,447	3,221,562	3,128,601	3,661,179
Supplies	2,137	12,800	17,800	17,800
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
MAYOR & COUNCIL	3,532,215	3,968,054	3,877,418	4,427,828

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
MAYOR & COUNCIL					
010-1101-4111201	Regular Salaries/Wages / Full-Time	124,398	125,034	127,389	131,707
010-1101-4111202	Regular Salaries/Wages / Medical Stipend	181,751	188,799	183,264	194,016
010-1101-4112100	Council / Group Health Insurance	99	120	120	118
010-1101-4112200	Council / Fica & Medicare Expense	22,137	21,940	22,553	24,918
010-1101-4112301	Retirement / 401A	7,069	7,375	7,300	7,654
010-1101-4112500	Council / State Unemploy (Sui)	93	100	91	100
010-1101-4112600	Council / Workers Compensation	239	324	300	336
010-1101-4113101	Legal Services / City Attorney	169,845	300,000	300,000	300,000
010-1101-4113103	Lobbying	90,000	90,000	90,000	90,000
010-1101-4115806	Council Discretionary	85,752	50,000	50,000	50,000
010-1101-4115808	Community Goodwill-Promotional Items	1,589	5,000	7,500	7,500
010-1101-4115809	Community Goodwill (Sympathy & Get Well)	298	2,500	2,500	2,500
010-1101-4115811	Marketing - Citywide	9,532	50,000	50,000	50,000
010-1101-4115813	Residential Paint Program	82,749	100,000	120,000	200,000
010-1101-4115815	Team Member Appreciation	9,477	50,000	75,000	75,000
010-1101-4115825	Annual Outdoor Flowers	92,658	130,000	125,000	180,000
010-1101-4115826	Flags	6,479	15,000	1,500	8,500
010-1101-4115827	Holiday Decorations	221,560	245,000	215,000	260,000
010-1101-4115828	Fireworks/Drone Show	0	0	0	0
010-1101-4115830	Scholarship Fund	38,250	50,000	50,000	50,000
010-1101-4115831	Sales Tax-School District	1,747,816	1,535,000	1,685,000	1,685,000
010-1101-4115832	Ambulance Authority IGA	476,098	428,562	428,562	442,369
010-1101-4115834	Sales Tax Rebate	74	500	300	500
010-1101-4115835	Gregory St Redevelopment (Lodging Tax)	146,633	520,000	250,000	400,000
010-1101-4115837	Clean-Up Day	6,956	10,000	11,239	14,810
010-1101-4115838	Banners	8,526	30,000	32,000	10,000
010-1101-4115839	Gilpin Community Center Subsidy	0	0	25,000	25,000
010-1101-4115840	HARD District Business Association (Lodging Tax)	0	0	0	100,000
010-1101-4115841	HARD District Signage (Lodging Tax)	0	0	0	50,000
010-1101-4115842	Artisans' Point Signage	0	0	0	50,000
010-1101-4116101	General Supplies / Office Supplies	1,015	10,000	15,000	15,000
010-1101-4116206	Operating Supplies / Uniforms	1,122	2,800	2,800	2,800
TOTAL MAYOR & COUNCIL		3,532,215	3,968,054	3,877,418	4,427,828

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

MUNICIPAL COURT	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
STAFFING PLAN				
Court Clerk / Admin Assist	0.50	0.50	0.50	0.50
Municipal Judge	1.00	1.00	1.00	1.00
TOTAL STAFF	1.50	1.50	1.50	1.50
EXPENDITURES BY TYPE				
Personnel	63,037	70,808	71,971	83,592
Professional Services	15,850	23,700	20,000	23,700
General Services	297	600	600	600
Program Expenses	0	0	0	0
Supplies	2,895	3,000	1,000	2,500
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
MUNICIPAL COURT	82,079	98,108	93,571	110,392

**CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND**

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
MUNICIPAL COURT					
010-1201-4121201	Regular Salaries/Wages / Full-Time	55,392	57,743	60,998	68,194
010-1201-4121400	Judicial / Overtime	1,106	1,200	3,574	2,000
010-1201-4122100	Judicial / Group Health Insurance	0	5,342	0	5,475
010-1201-4122200	Judicial / Social Security	4,322	4,293	4,827	5,217
010-1201-4122301	Retirement / 401A	2,058	2,064	2,397	2,507
010-1201-4122500	Judicial / Unemployment Compensation	115	103	121	125
010-1201-4122600	Judicial / Workers Compensation	44	63	54	74
010-1201-4123109	Legal Services / Other (Translators)	1,125	7,000	5,000	7,000
010-1201-4123304	Professional Services / Software/Hardware Support	14,725	16,700	15,000	16,700
010-1201-4125058	Other Purchased Services / Travel & Training	275	500	500	500
010-1201-4125501	Dues, & Membership / Memberships	22	100	100	100
010-1201-4126101	General Supplies / Office	1,159	1,000	500	500
010-1201-4126401	Court Fees / Jury/Witness	1,736	2,000	500	2,000
TOTAL MUNICIPAL COURT		82,079	98,108	93,571	110,392

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

CITY MANAGER	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
STAFFING PLAN				
City Manager	1.00	1.00	1.00	1.00
TOTAL STAFF	1.00	1.00	1.00	1.00
EXPENDITURES BY TYPE				
Personnel	288,458	290,884	289,247	315,956
Professional Services	0	0	0	0
General Services	7,806	7,700	6,950	7,700
Program Expenses	0	0	0	0
Supplies	434	700	700	700
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
CITY MANAGER	296,698	299,284	296,897	324,356

**CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND**

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
CITY MANAGER					
010-1301-4131201	Regular Salaries/Wages / Full-Time	233,700	233,756	232,424	254,205
010-1301-4132100	Administration / Group Health Insurance	26,125	27,989	27,125	28,606
010-1301-4132200	Administration / Social Security	12,771	11,617	12,925	14,083
010-1301-4132301	Retirement / 401A	12,739	13,178	13,103	14,336
010-1301-4132500	Administration / Unemployment Compensation	494	659	492	717
010-1301-4132600	Administration / Workers Compensation	2,629	3,685	3,178	4,009
010-1301-4135058	Other Purchased Services / Travel & Training	660	1,000	250	1,000
010-1301-4135501	Dues, & Membership / Memberships	7,146	6,500	6,500	6,500
010-1301-4135502	Dues, & Membership / Subscriptions	0	200	200	200
010-1301-4136101	General Supplies / Office	0	300	300	300
010-1301-4136206	Operating Supplies / Uniforms	434	400	400	400
TOTAL CITY MANAGER		296,698	299,284	296,897	324,356

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

CITY CLERK	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
STAFFING PLAN				
City Clerk/Admin. Services Director	1.00	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00
Information Specialist	1.00	1.00	1.00	1.00
Human Resource Generalist	1.00	1.00	1.00	1.00
TOTAL STAFF	4.00	4.00	4.00	4.00
EXPENDITURES BY TYPE				
Personnel	547,499	586,261	592,420	660,714
Professional Services	93,417	20,000	5,000	5,000
General Services	482,842	670,500	681,500	813,250
Program Expenses	0	0	0	0
Supplies	7,451	21,600	21,600	21,600
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
CITY CLERK	1,131,209	1,298,361	1,300,520	1,500,564

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
CITY CLERK					
010-1302-4131201	Regular Salaries/Wages / Full-Time	430,867	458,336	462,567	521,167
010-1302-4131400	Administration / Overtime	563	500	2,098	1,000
010-1302-4132100	Administration / Group Health Insurance	62,017	70,249	68,826	70,442
010-1302-4132200	Administration / Social Security	30,014	29,643	32,100	36,795
010-1302-4132301	Retirement / 401A	22,841	25,761	25,479	29,294
010-1302-4132500	Administration / Unemployment Compensation	849	1,288	933	1,465
010-1302-4132600	Administration / Workers Compensation	348	484	417	551
010-1302-4133301	Temporary Employees	19,894	15,000	0	0
010-1302-4133319	Professional Services / Other (Consultants)	73,523	5,000	5,000	5,000
010-1302-4133320	Recruitment & On-Boarding	0	75,000	80,000	90,000
010-1302-4133321	Team Member Wellness	0	50,000	50,000	50,000
010-1302-4133400	Administration / Elections Expense	0	3,000	0	5,000
010-1302-4134506	Repairs & Maintenance / Equipment Maintenance	0	4,000	4,000	4,000
010-1302-4135058	Other Purchased Services / Travel & Training	41,932	20,000	30,000	30,000
010-1302-4135101	Property & Casualty	308,231	400,000	400,000	500,000
010-1302-4135302	Communications / Postage	9,184	10,000	10,000	12,000
010-1302-4135402	Advertising / Classifieds	78,504	70,000	70,000	77,000
010-1302-4135501	Dues, & Membership / Memberships	3,001	3,500	7,500	7,500
010-1302-4135502	Dues, & Membership / Subscriptions	36,154	20,000	20,000	22,000
010-1302-4135901	Other Purchased Services / Records Preservation	3,590	5,000	0	5,000
010-1302-4135902	Other Purchased Services / Codification	225	7,500	7,500	8,000
010-1302-4135903	Other Purchased Services / Filing Fees	2,021	2,500	2,500	2,750
010-1302-4136101	General Supplies / Office	5,550	20,000	20,000	20,000
010-1302-4136206	Operating Supplies / Uniforms	1,901	1,600	1,600	1,600
TOTAL CITY CLERK		1,131,209	1,298,361	1,300,520	1,500,564

**CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND**

INFORMATION TECHNOLOGY	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
STAFFING PLAN				
Information Technology Manager	1.00	1.00	1.00	1.00
IT Systems Analyst	1.00	1.00	1.00	1.00
TOTAL STAFF	2.00	2.00	2.00	2.00
EXPENDITURES BY TYPE				
Personnel	338,251	341,366	337,837	369,051
Professional Services	0	5,000	5,000	5,000
General Services	181,165	191,600	172,382	181,600
Program Expenses	0	0	0	0
Supplies	40,971	66,800	67,047	66,800
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
INFORMATION TECHNOLOGY	560,387	604,766	582,266	622,451

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
INFORMATION TECHNOLOGY					
010-1303-4131201	Regular Salaries/Wages / Full-Time	251,660	252,374	250,938	274,606
010-1303-4132100	Administration / Group Health Insurance	51,382	54,357	52,109	55,447
010-1303-4132200	Administration / Social Security	18,809	18,097	18,777	21,007
010-1303-4132301	Retirement / 401A	13,156	14,194	14,113	15,441
010-1303-4132500	Administration / Unemployment Compensation	491	710	491	772
010-1303-4132600	Administration / Workers Compensation	2,753	1,634	1,409	1,778
010-1303-4133304	Professional Services / Software/Hardware Support	0	5,000	5,000	5,000
010-1303-4134506	Repairs & Maintenance / Equipment Maintenance	27,510	30,000	29,289	30,000
010-1303-4134701	Vehicle Maintenance	0	2,100	2,100	2,100
010-1303-4135058	Other Purchased Services / Travel & Training	7,080	7,500	7,500	7,500
010-1303-4135301	Communications / Telephone	141,743	145,000	128,333	135,000
010-1303-4135501	Dues, & Membership / Memberships	144	0	0	0
010-1303-4135502	Dues, & Membership / Subscriptions	4,688	7,000	5,160	7,000
010-1303-4136101	General Supplies / Office	11	1,000	1,000	1,000
010-1303-4136103	General Supplies / Software	9,259	35,000	35,696	35,000
010-1303-4136110	General Supplies / Small Equipment	30,969	30,000	29,551	30,000
010-1303-4136206	Operating Supplies / Uniforms	732	800	800	800
TOTAL INFORMATION TECHNOLOGY		560,387	604,766	582,266	622,451

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

FINANCE	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
STAFFING PLAN				
Finance Director	1.00	1.00	1.00	1.00
Senior Accountant	1.00	1.00	1.00	1.00
TOTAL STAFF	2.00	2.00	2.00	2.00
EXPENDITURES BY TYPE				
Personnel	380,232	394,113	386,226	420,870
Professional Services	81,661	87,000	89,036	95,500
General Services	831	2,250	1,650	2,250
Program Expenses	0	0	0	0
Supplies	2,270	2,000	1,950	2,000
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
FINANCE	464,994	485,363	478,862	520,620

**CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND**

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
FINANCE					
010-1501-4151201	Regular Salaries/Wages / Full-Time	302,903	309,890	307,803	337,174
010-1501-4152100	Financial Administration / Group Health Insurance	41,003	47,025	39,613	41,425
010-1501-4152200	Financial Administration / Social Security	19,228	18,435	20,500	21,860
010-1501-4152301	Retirement / 401A	16,277	17,555	17,425	19,097
010-1501-4152500	Financial Administration / Unemployment Compensation	591	878	600	955
010-1501-4152600	Financial Administration / Workers Compensation	230	330	285	359
010-1501-4153200	Financial Administration / Accounting And Auditing	55,626	56,000	60,000	62,000
010-1501-4153304	Professional Services / Software/Hardware Support	24,685	26,000	26,536	28,500
010-1501-4153319	Professional Services / Other (Consultants)	1,350	5,000	2,500	5,000
010-1501-4155058	Other Purchased Services / Travel & Training	103	250	200	250
010-1501-4155501	Dues, & Membership / Memberships	679	1,000	900	1,000
010-1501-4155502	Dues, & Membership / Subscriptions	49	0	50	0
010-1501-4155805	Training	0	1,000	500	1,000
010-1501-4156101	General Supplies / Office	1,516	1,200	1,150	1,200
010-1501-4156206	Operating Supplies / Uniforms	754	800	800	800
TOTAL FINANCE		464,994	485,363	478,862	520,620

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

PLANNING & ZONING	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
STAFFING PLAN				
Community Planning & Development Director	1.00	1.00	1.00	1.00
Development Services Coordinator	1.00	1.00	1.00	1.00
TOTAL STAFF	2.00	2.00	2.00	2.00
EXPENDITURES BY TYPE				
Personnel	312,795	327,877	335,428	380,582
Professional Services	334,939	365,000	260,000	263,000
General Services	6,413	11,010	8,160	9,260
Program Expenses	0	0	0	0
Supplies	5,937	9,300	4,300	7,800
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
PLANNING & ZONING	660,084	713,187	607,888	660,642

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
PLANNING & COMMUNITY DEVELOPMENT					
010-1901-4191201	Regular Salaries/Wages / Full-Time	254,870	264,473	272,083	310,434
010-1901-4192100	Planning & Zoning / Group Health Insurance	23,053	24,140	23,437	24,655
010-1901-4192200	Planning & Zoning / Social Security	17,883	19,220	20,785	22,314
010-1901-4192301	Retirement / 401A	13,622	15,075	14,947	17,682
010-1901-4192500	Planning & Zoning / Unemployment Compensation	507	754	542	884
010-1901-4192600	Planning & Zoning / Workers Compensation	2,860	4,215	3,634	4,613
010-1901-4193304	Software/Hardware Support	599	10,000	5,000	5,000
010-1901-4193319	Professional Services / Other (Consultants)	181,219	255,000	255,000	258,000
010-1901-4193322	Professional Services / Services Billed Out	153,121	100,000	0	0
010-1901-4194701	Vehicle Operation & Maint / Vehicle Maintenance	654	1,000	1,000	1,000
010-1901-4194703	Vehicle Operation & Maint / Gas And Oil	722	1,000	700	1,000
010-1901-4195058	Other Purchased Services / Travel & Training	3,352	7,000	5,000	5,500
010-1901-4195301	Communications / Telephone	0	200	0	0
010-1901-4195501	Dues, & Membership / Memberships	1,516	1,610	1,360	1,610
010-1901-4195502	Dues, & Membership / Subscriptions	169	200	100	150
010-1901-4196101	General Supplies / Office	2,257	2,500	2,500	2,500
010-1901-4196107	General Supplies / Books	624	3,500	500	2,000
010-1901-4196110	General Supplies / Small Equipment	2,195	2,500	500	2,500
010-1901-4196206	Operating Supplies / Uniforms	861	800	800	800
TOTAL PLANNING & COMMUNITY DEVELOPMENT		660,084	713,187	607,888	660,642

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

POLICE DEPARTMENT	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
STAFFING PLAN				
Police Officers	19.00	19.00	19.00	18.00
Police Sergeants	4.00	4.00	4.00	5.00
Police Detectives	2.00	2.00	2.00	3.00
Police Commanders	2.00	2.00	2.00	2.00
Admin Asst/ Court Clerk	0.50	0.50	0.50	0.50
Records Specialist	1.00	1.00	1.00	1.00
Records Supervisor	1.00	1.00	1.00	1.00
Communications Officer	7.00	7.00	7.00	7.00
Communications Supervisor	1.00	1.00	1.00	1.00
Police Chief	1.00	1.00	1.00	1.00
Evidence Tech	1.00	1.00	1.00	1.00
TOTAL STAFF	39.50	39.50	39.50	40.50
EXPENDITURES BY TYPE				
Personnel	4,469,468	5,241,041	4,650,403	5,844,946
Professional Services	46,618	84,000	77,000	84,000
General Services	159,305	181,500	188,700	201,500
Program Expenses	0	0	0	0
Supplies	175,460	247,160	236,600	256,400
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
POLICE DEPARTMENT	4,850,851	5,753,701	5,152,703	6,386,846

**CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND**

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
POLICE DEPARTMENT - LAW ENFORCEMENT					
010-2101-4211201	Regular Salaries/Wages / Full-Time	2,928,553	3,315,567	3,031,800	3,745,103
010-2101-4211400	Police / Overtime	77,702	80,000	111,000	80,000
010-2101-4212100	Police / Group Health Insurance	432,653	541,902	432,328	604,708
010-2101-4212200	Police / Social Security	223,939	233,723	238,193	283,142
010-2101-4212301	Retirement / 401A	154,651	187,442	171,658	211,963
010-2101-4212500	Police / Unemployment Compensation	5,939	9,372	6,213	10,598
010-2101-4212600	Police / Workers Compensation	60,071	81,477	70,257	92,660
010-2101-4213304	Professional Services / Software/Hardware Support	36,202	70,000	70,000	70,000
010-2101-4213317	Professional Services / Public Relations	150	1,000	1,000	1,000
010-2101-4213323	Professional Services / Investigations/Major	10,266	13,000	6,000	13,000
010-2101-4214506	Repairs & Maintenance / Equipment Maintenance	10,000	0	0	0
010-2101-4214701	Vehicle Operation & Maint / Vehicle Maintenance	19,801	28,000	28,000	28,000
010-2101-4214703	Vehicle Operation & Maint / Gas And Oil	28,027	28,000	28,000	28,000
010-2101-4215058	Other Purchased Services / Travel & Training	27,554	28,000	44,000	30,000
New Account	POST Academy Tuition / Reimbursement	0	0	0	18,000
010-2101-4215301	Communications / Telephone	6,095	12,500	6,000	12,500
010-2101-4215501	Dues, & Membership / Memberships	1,424	2,000	1,700	2,000
010-2101-4215502	Dues, & Membership / Subscriptions	49	1,000	1,000	1,000
010-2101-4216101	General Supplies / Office	15,135	18,000	18,000	18,000
010-2101-4216102	General Supplies / Stationary/Forms	1,878	2,000	2,100	2,000
010-2101-4216103	General Supplies / Software	191	0	0	0
010-2101-4216105	General Supplies / Victim Service Supplies	20,000	20,000	20,000	20,000
010-2101-4216107	General Supplies / Books	3,068	3,000	3,100	3,000
010-2101-4216110	General Supplies / Small Equipment	72,603	128,000	120,000	128,000
010-2102-4215829	Firing Range Program	16,522	19,000	19,000	19,000
010-2102-4216206	Operating Supplies / Uniforms	27,815	25,760	35,000	35,000
010-2102-4216207	Operating Supplies / Body Armor	15,327	28,000	16,000	28,000
TOTAL POLICE DEPARTMENT - LAW ENFORCEMENT		4,195,615	4,876,743	4,480,349	5,484,674

CITY OF BLACK HAWK

2024 BUDGET

GENERAL FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
POLICE DEPARTMENT - DISPATCH					
010-2105-4211201	Regular Salaries/Wages / Full-Time	426,722	555,312	406,512	580,320
010-2105-4211400	Police / Overtime	24,422	10,000	50,580	10,000
010-2105-4212100	Police / Group Health Insurance	76,661	151,892	72,648	146,595
010-2105-4212200	Police / Social Security	34,071	40,448	34,427	44,394
010-2105-4212301	Retirement / 401A	22,772	31,724	23,374	33,180
010-2105-4212500	Police / Unemployment Compensation	890	1,586	899	1,659
010-2105-4212600	Police / Workers Compensation	422	596	514	624
010-2105-4214506	Repairs & Maintenance / Equipment Maintenance	61,279	75,000	75,000	75,000
010-2105-4215501	Dues, & Membership / Memberships	676	1,000	1,000	1,000
010-2105-4215805	Training	4,400	6,000	4,000	6,000
010-2105-4216110	General Supplies / Small Equipment	-200	200	200	200
010-2105-4216206	Operating Supplies / Uniforms	3,121	3,200	3,200	3,200
TOTAL POLICE DEPARTMENT - DISPATCH		655,236	876,958	672,354	902,172

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

FIRE DEPARTMENT	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
STAFFING PLAN				
Fire Fighter	9.00	9.00	9.00	9.00
Fire Engineer	6.00	6.00	6.00	6.00
Fire Lieutenant	3.00	3.00	3.00	3.00
Fire Captain	3.00	3.00	3.00	3.00
Fire Chief	1.00	1.00	1.00	1.00
Fire Marshall/ Inspector	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00
TOTAL STAFF	24.00	24.00	24.00	24.00
EXPENDITURES BY TYPE				
Personnel	3,284,272	3,399,736	3,463,066	3,631,940
Professional Services	104,528	123,000	70,000	130,000
General Services	80,709	100,900	110,400	147,400
Program Expenses	0	0	0	0
Supplies	93,645	102,700	102,800	145,500
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
FIRE DEPARTMENT	3,563,154	3,726,336	3,746,266	4,054,840

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
FIRE DEPARTMENT					
010-2201-4221201	Regular Salaries/Wages / Full-Time	2,438,190	2,450,660	2,382,002	2,601,268
010-2201-4221400	Fire / Overtime	91,595	100,000	252,542	100,000
010-2201-4222100	Fire / Group Health Insurance	465,752	497,378	499,633	545,063
010-2201-4222200	Fire / Social Security	40,576	40,118	43,730	43,269
010-2201-4222301	Retirement / 401A	3,899	4,707	4,637	5,016
010-2201-4222302	Retirement / Fppa	186,731	223,520	209,620	249,081
010-2201-4222500	Fire / Unemployment Compensation	4,960	7,294	5,317	7,723
010-2201-4222600	Fire / Workers Compensation	52,569	76,059	65,585	80,520
010-2201-4223319	Professional Services / Other (Consultants)	17,681	23,000	20,000	30,000
010-2201-4223320	Wildfire Mitigation Services	86,847	100,000	50,000	100,000
010-2201-4224506	Repairs & Maintenance / Station Equipment Mainten	28	5,000	5,000	10,000
010-2201-4224603	Buildings / Station Supplies	3,361	4,000	4,500	5,000
010-2201-4224606	Buildings / Fire Station Equipment	11,053	5,000	5,000	5,000
010-2201-4224701	Vehicle Operation & Maint / Truck Maintenance	15,027	17,000	30,000	50,000
010-2201-4224703	Vehicle Operation & Maint / Truck Gas/Oil	12,426	10,000	10,000	12,000
010-2201-4225058	Travel & Training	17,655	25,000	20,000	25,000
010-2201-4225059	Other Purchased Services	946	1,000	1,500	1,500
010-2201-4225060	Health & Fitness Program	12,189	26,000	26,000	30,000
010-2201-4225301	Communications / Telephone	3,592	3,900	3,900	3,900
010-2201-4225501	Dues, & Membership / Memberships	4,432	4,000	4,500	5,000
010-2201-4225810	Community Risk Reduction	177	2,000	1,000	25,000
010-2201-4226101	General Supplies / Office	2,376	6,200	3,000	3,500
010-2201-4226107	General Supplies / Books	254	500	1,100	500
010-2201-4226206	Operating Supplies / Uniforms	26,874	15,000	21,000	22,000
010-2201-4226215	Operating Supplies / Medical Supplies	10,925	12,500	13,000	16,500
010-2201-4226216	Operating Supplies / Safety Gear	1,070	2,000	2,000	2,500
010-2201-4226217	Operating Supplies / Hazmat Materials	72	1,000	500	1,000
010-2201-4226219	Operating Supplies / Personal Protective Equipment	29,694	22,000	20,000	30,000
010-2201-4226221	Operating Supplies / Other Fire Supplies	2,174	10,000	10,000	15,000
010-2201-4226223	Emergency Management	45	500	200	500
010-2201-4226224	Operating Supplies / Hoses And Nozzles	4,865	5,000	5,500	5,000
010-2201-4226226	Wildland Supplies	4,596	6,000	6,000	3,000
010-2201-4226227	Technical Rescue Supplies & Equipment	4,861	7,500	7,500	8,500
010-2201-4227405	Machinery And Equipment / Radios/Radio Equipment	5,662	12,500	12,000	12,500
TOTAL FIRE DEPARTMENT		3,563,154	3,726,336	3,746,266	4,054,840

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

PUBLIC WORKS DEPARTMENT	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
STAFFING PLAN				
Executive Administrative Assistant	1.00	1.00	1.00	1.00
City Engineer	1.00	1.00	1.00	1.00
GIS Analyst / Engineer Associate	1.00	1.00	1.00	1.00
Junior Engineer	0.00	1.00	0.00	0.00
Street Maintenance Worker	6.00	6.00	6.00	6.00
Street Supervisor	1.00	1.00	1.00	1.00
Fleet Support Technician	1.00	1.00	1.00	1.00
Fleet Purchasing & Inventory Assistant	1.00	1.00	1.00	1.00
Fleet Technician	3.00	3.00	3.00	3.00
Fleet Supervisor	1.00	1.00	1.00	1.00
Facilities Maintenance Technician	3.00	3.00	3.00	3.00
Facilities Maintenance Supervisor	1.00	1.00	1.00	1.00
Maintenance Services Manager	1.00	1.00	1.00	1.00
Public Works Director	1.00	1.00	1.00	1.00
TOTAL STAFF	22.00	23.00	22.00	22.00
EXPENDITURES BY TYPE				
Personnel	2,349,328	2,813,836	2,523,896	2,904,585
Professional Services	36,325	76,300	34,300	61,000
General Services	823,989	936,250	1,015,785	1,131,000
Program Expenses	0	0	0	0
Supplies	106,581	225,000	153,800	209,100
Capital Outlay	0	0	0	0
Debt Service	0	0	0	0
Transfers	0	0	0	0
PUBLIC WORKS DEPARTMENT	3,316,223	4,051,386	3,727,781	4,305,685

**CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND**

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
PUBLIC WORKS-ADMINISTRATION					
010-3101-4311201	Regular Salaries/Wages / Full-Time	717,247	813,016	725,754	756,816
010-3101-4311400	Public Works / Overtime	179	0	400	0
010-3101-4312100	Public Works / Group Health Insurance	59,492	93,707	66,864	74,916
010-3101-4312200	Public Works / Social Security	49,918	55,155	54,779	54,163
010-3101-4312301	Retirement / 401A	37,529	46,218	39,241	43,237
010-3101-4312500	Public Works / Unemployment Compensation	1,419	2,311	1,427	2,162
010-3101-4312600	Public Works / Workers Compensation	8,308	11,700	10,089	10,758
010-3101-4313304	Professional Services / Software/Hardware Support	1,500	10,000	0	10,000
010-3101-4313308	Professional Services / Engineering	1,109	5,000	3,000	5,000
010-3101-4313315	Professional Services / Signal Maint & Repair	29,634	55,000	25,000	35,000
010-3101-4313320	Professional Services / Environmental	121	300	300	1,000
010-3101-4314101	Utilities / Gas & Electric	381,887	425,000	483,896	510,000
010-3101-4314102	Utilities / Sewer	16,139	20,000	16,139	20,000
010-3101-4314103	Utilities / Trash Removal	44,539	60,000	45,000	60,000
010-3101-4314506	Repairs & Maintenance / Equipment Maintenance	0	500	500	1,000
010-3101-4315058	Other Purchased Services / Travel & Training	18	2,000	500	2,000
010-3101-4315200	Public Works / Printing And Binding	2,228	3,000	500	500
010-3101-4315501	Dues, & Membership / Memberships	2,850	3,000	3,000	5,000
010-3101-4315502	Dues, & Membership / Subscriptions	2,086	1,000	1,000	1,000
010-3101-4316101	General Supplies / Office	7,303	10,000	10,000	12,000
010-3101-4316107	General Supplies / Books	0	1,000	300	500
010-3101-4316206	Operating Supplies / Uniforms	11,817	25,000	25,000	28,600
010-3101-4317403	Machinery And Equipment / Furniture And Fixtures	13,014	50,000	6,000	25,000
TOTAL PUBLIC WORKS-ADMINISTRATION		1,388,337	1,692,907	1,518,689	1,658,652

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
PUBLIC WORKS-STREETS					
010-3102-4311201	Regular Salaries/Wages / Full-Time	430,873	489,173	472,958	525,320
010-3102-4311400	Public Works / Overtime	1,775	5,000	17,944	20,000
010-3102-4312100	Public Works / Group Health Insurance	68,371	100,172	78,751	137,073
010-3102-4312200	Public Works / Social Security	32,578	35,320	36,866	40,187
010-3102-4312301	Retirement / 401A	21,673	26,057	26,959	27,896
010-3102-4312500	Public Works / Unemployment Compensation	849	1,385	950	1,487
010-3102-4312600	Public Works / Workers Compensation	12,034	16,624	14,335	17,829
010-3102-4314202	Snow Plowing Equipment	9,982	18,000	15,000	15,000
010-3102-4314304	Rental And Leases / Equipment & Tools	0	5,000	5,000	5,000
010-3102-4314402	Rentals / Equipment Rental	1,191	5,000	5,000	15,000
010-3102-4314511	Repairs & Maintenance / Streets	9,856	15,000	15,000	15,000
010-3102-4314513	Repairs & Maintenance / Stairs	1,711	1,000	1,000	1,000
010-3102-4314515	Repairs & Maintenance / Sweeping	456	8,000	20,000	8,000
010-3102-4314516	Repairs & Maintenance / Striping	29,992	40,000	4,000	40,000
010-3102-4314517	Repairs & Maintenance / Storm Drainage	24,101	25,000	15,000	25,000
010-3102-4314520	Repairs & Maintenance / Stroehle Square	60	8,000	2,000	8,000
010-3102-4314701	Vehicle Operation & Maint / Parts & Accessories	58,240	45,000	45,000	45,000
010-3102-4314703	Vehicle Operation & Maint / Gas And Oil	34,096	45,000	45,000	47,250
010-3102-4314710	Vehicle Operation & Maint / Shop Supplies	13,196	12,000	12,000	12,000
010-3102-4315058	Other Purchased Services / Travel & Training	10,929	15,000	10,000	15,000
010-3102-4315832	Weed Management	2,799	5,000	3,000	5,000
010-3102-4316201	Operating Supplies / Small Tools	2,023	5,000	3,500	5,000
010-3102-4316229	Operating Supplies / Sand	35,000	45,000	45,000	45,000
010-3102-4316230	Operating Supplies / Base	366	2,000	2,000	2,000
010-3102-4316232	Operating Supplies / Signs	5,272	18,000	7,000	12,000
010-3102-4316243	Operating Supplies / Paving Materials	917	12,000	8,000	12,000
010-3102-4316250	Operating Supplies / Landscaping	9,593	15,000	10,000	25,000
010-3102-4317420	Machinery And Equipment / Equipment	11,297	25,000	15,000	25,000
TOTAL PUBLIC WORKS-STREETS		829,230	1,042,731	936,263	1,152,042

**CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND**

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
PUBLIC WORKS-FLEET					
010-3103-4311201	Regular Salaries/Wages / Full-Time	386,583	461,680	373,187	474,623
010-3103-4311400	Public Works / Overtime	75	2,000	11,000	10,000
010-3103-4312100	Public Works / Group Health Insurance	98,204	120,316	100,791	125,457
010-3103-4312200	Public Works / Social Security	29,149	33,885	29,000	36,309
010-3103-4312301	Retirement / 401A	20,180	26,576	21,154	27,336
010-3103-4312500	Public Works / Unemployment Compensation	757	1,329	752	1,367
010-3103-4312600	Public Works / Workers Compensation	6,207	9,243	7,970	9,507
010-3103-4313304	Software/Hardware Support	3,961	6,000	6,000	10,000
010-3103-4313316	Wash Bay Maintenance	11,214	10,000	10,000	10,000
010-3103-4314507	Repairs & Maintenance / Maintain Fuel System	1,743	25,000	5,000	30,000
010-3103-4314508	Repairs & Maintenance / Maintain Tools	2,414	6,000	2,500	6,000
010-3103-4314701	Vehicle Operation & Maint / Parts & Accessories	1,307	3,000	2,500	8,000
010-3103-4314709	Vehicle Operation & Maint / Mechanic Shop Supplies	4,625	6,000	5,000	6,000
010-3103-4314712	Vehicle Operation & Maint / Gilpin Ambulance Repai	22,575	0	0	0
010-3103-4315058	Other Purchased Services / Travel & Training	468	3,500	1,000	3,500
010-3103-4316101	General Supplies / Office	2,606	3,000	3,000	3,000
010-3103-4316110	General Supplies / Small Tools & Equipment	6,185	6,000	15,000	6,000
TOTAL PUBLIC WORKS-FLEET		598,253	723,529	593,854	767,099

CITY OF BLACK HAWK
2024 BUDGET
GENERAL FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
PUBLIC WORKS-FACILITIES					
010-3104-4311201	Regular Salaries/Wages / Full-Time	265,899	322,036	313,472	355,079
010-3104-4311400	Public Works / Overtime	499	2,000	3,000	4,500
010-3104-4312100	Public Works / Group Health Insurance	58,831	87,019	65,430	89,980
010-3104-4312200	Public Works / Social Security	20,142	23,406	24,466	27,164
010-3104-4312301	Retirement / 401A	13,630	18,358	17,759	20,232
010-3104-4312500	Public Works / Unemployment Compensation	525	918	637	1,012
010-3104-4312600	Public Works / Workers Compensation	6,402	9,232	7,961	10,175
010-3104-4314201	Cleaning Services / Custodial	33,885	40,000	42,000	50,000
010-3104-4314503	Repairs & Maintenance / Tools	61	5,000	5,000	6,000
010-3104-4314608	Sand/Salt Storage Shed	0	3,000	10,000	26,000
010-3104-4314609	Crooks Palace	17,180	15,000	15,000	15,000
010-3104-4314611	Fire Station	9,084	10,000	25,000	15,000
010-3104-4314616	Fleet Shop	11,249	10,000	30,000	40,000
010-3104-4314617	Dory Hill Shop	0	1,000	1,000	1,000
010-3104-4314618	Public Works Facility	11,319	10,000	20,000	20,000
010-3104-4314619	Post Office Building	3,705	3,500	7,000	7,000
010-3104-4314620	Black Hawk Commons Building	31,928	10,000	65,000	10,000
010-3104-4314621	Emergency Operations Center	3,172	5,000	10,000	8,000
010-3104-4314622	St Charles Parking Structure	9,214	5,000	8,500	10,000
010-3104-4314701	Vehicle Operation & Maint / Parts & Accessories	2,490	3,750	3,750	3,750
010-3104-4314710	Shop Supplies	1,188	3,000	3,000	3,000
010-3104-4315058	Other Purchased Services / Travel & Training	0	3,000	500	3,000
010-3104-4316201	Operating Supplies / Small Tools	0	2,000	500	2,000
TOTAL PUBLIC WORKS-FACILITIES		500,403	592,219	678,975	727,892

CITY OF BLACK HAWK

2024 BUDGET

GENERAL FUND

[illegible]

CITY OF BLACK HAWK
2024 BUDGET
IMPACT FEES FUND SUMMARY

	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
BEGINNING FUND BALANCE	9,880	10,759	10,759	10,949
REVENUES	879	10	190	150
EXPENDITURES	0	0	0	0
NET INCREASE (DECREASE)	879	10	190	150
ENDING FUND BALANCE	10,759	10,769	10,949	11,099

CITY OF BLACK HAWK
2024 BUDGET
IMPACT FEE FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
IMPACT FEE FUND REVENUE					
201-0000-3420100	Impact Fees / Parking	0	0	0	0
201-0000-3420200	Impact Fees / Police	487	0	0	0
201-0000-3420300	Impact Fees / Fire	339	0	0	0
201-0000-3610100	Revenue / Int Income On Investments	53	10	190	150
TOTAL IMPACT FEE FUND REVENUE		879	10	190	150

CITY OF BLACK HAWK
2024 BUDGET
IMPACT FEE FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
IMPACT FEE					
201-0000-5017702	Reimbursement / Parking Impact Fee	0	0	0	0
TOTAL IMPACT FEE		0	0	0	0

CITY OF BLACK HAWK
2024 BUDGET
PRESERVATION & RESTORATION FUND SUMMARY

	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
BEGINNING FUND BALANCE	11,713,741	12,112,369	12,112,369	14,007,742
REVENUES	4,382,819	4,116,257	4,987,029	4,661,500
EXPENDITURES	3,984,191	12,505,000	3,091,656	13,594,200
NET INCREASE (DECREASE)	398,628	(8,388,743)	1,895,373	(8,932,700)
ENDING FUND BALANCE	12,112,369	3,723,626	14,007,742	5,075,042

CITY OF BLACK HAWK
2024 BUDGET
PRESERVATION & RESTORATION FUND

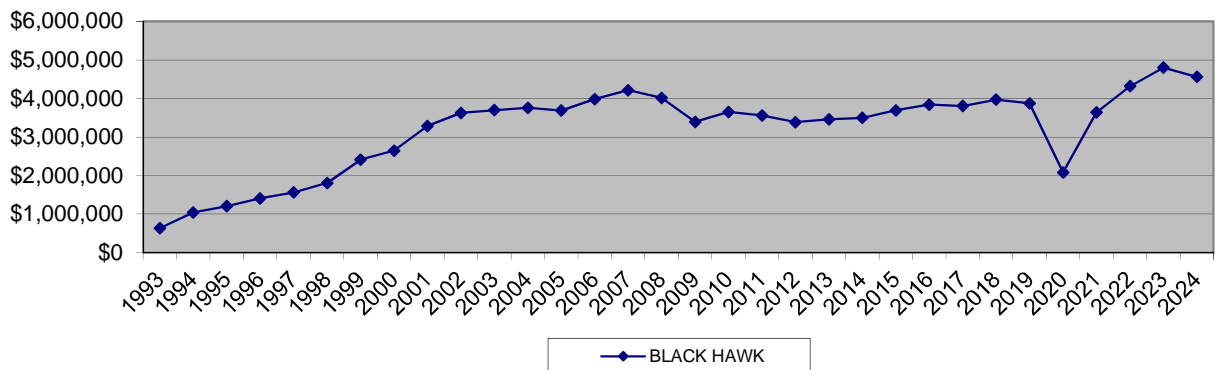
Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
PRESERVATION & RESTORATION FUND REVENUE					
203-0000-3350800	State Shared Revenues / Preservation	4,320,270	4,104,257	4,801,629	4,561,500
203-0000-3610100	Revenue / Int Income On Investments	61,949	12,000	185,000	100,000
203-0000-3610900	Other	0	0	0	0
203-0000-3611000	Sale Of Plots	600	0	400	0
203-0000-3950100	Transfer In / General Fund	0	0	0	0
TOTAL PRESERVATION & RESTORATION FUND REVENUE		4,382,819	4,116,257	4,987,029	4,661,500

CITY OF BLACK HAWK
COLORADO HISTORICAL SOCIETY FUND DISTRIBUTION
1993-2024

BLACK HAWK

1993		\$637,507
1994		\$1,042,936
1995		\$1,206,974
1996		\$1,410,627
1997		\$1,561,487
1998		\$1,806,833
1999		\$2,412,851
2000		\$2,646,328
2001		\$3,287,985
2002		\$3,624,789
2003		\$3,695,913
2004		\$3,757,658
2005		\$3,689,180
2006		\$3,981,695
2007		\$4,216,831
2008		\$4,016,425
2009		\$3,391,731
2010		\$3,649,036
2011		\$3,557,150
2012		\$3,387,232
2013		\$3,457,536
2014		\$3,496,881
2015		\$3,691,877
2016		\$3,844,192
2017		\$3,803,758
2018		\$3,970,589
2019		\$3,873,403
2020		\$2,081,518
2021		\$3,638,322
2022		\$4,320,270
2023	Estimated	\$4,801,629
2024	Budgeted	\$4,561,500

State Historical Fund Distribution Trends



CITY OF BLACK HAWK
2024 BUDGET
PRESERVATION & RESTORATION FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
PRESERVATION & RESTORATION					
203-0000-5025800	Preservation Program Expenses	31,853	138,000	109,656	118,000
203-0000-5025801	Dory Hill Cemetery	-150	105,000	0	220,000
203-0000-5025812	Bobtail Mine Improvements	0	1,500,000	0	500,000
203-0000-5025813	Gregory Street Grand Staircase	607,755	0	170,000	10,000
203-0000-5025814	Gregory Street Plaza	116,237	25,000	20,000	1,025,000
203-0000-5025816	Hidden Treasure Trailhead	18,109	10,000	2,000	10,000
203-0000-5025817	Maryland Mountain Improvements	84,595	500,000	65,000	200,000
203-0000-5025819	Fire Equip Restoration	1,047	50,000	25,000	35,000
203-0000-5025821	Street Lights	3,480	50,000	25,000	25,000
203-0000-5025831	201 Chase St.	549	1,000	2,000	2,000
203-0000-5025834	Lace House	16,412	250,000	0	600,000
203-0000-5025838	Underground Utilities	5,900	200,000	20,000	0
203-0000-5025839	Dump Clean-Up with CDPHE	0	150,000	0	0
203-0000-5025840	Police Department Building	24,993	1,500,000	1,000,000	500,000
203-0000-5025841	City Hall Annex	11,784	8,000	8,000	15,000
203-0000-5025842	City Hall Building	17,632	2,000	80,000	95,000
203-0000-5025843	Gregory Point	44,950	1,500,000	50,000	1,200,000
New Account	327 Gregory - Woodbury Restaurant Modification	0	0	0	600,000
203-0000-5025846	Commercial Building-221 Gregory	2,761,951	50,000	750,000	150,000
203-0000-5025848	271 Gregory St Rehabilitation	19,146	3,500,000	375,000	0
203-0000-5025851	Crooks Palace Rehab	88,607	600,000	60,000	20,000
203-0000-5025864	Historic Artifacts	0	100,000	10,000	50,000
203-0000-5025867	Committee Meetings/Training	4,964	6,000	5,000	9,200
203-0000-5025869	Bates Hill / Briggs Lot Trail System	0	1,500,000	30,000	500,000
203-0000-5025870	Gregory Hill Trail System	0	500,000	0	0
203-0000-5025871	Miners Rd Roundabout Historic Monument	0	150,000	0	0
203-0000-5027102	Land / Land Purchase	14,377	0	175,000	0
203-0000-5029501	Transfers/Admin Overhead Allocation	110,000	110,000	110,000	110,000
New Account	Gregory St. Parking Structure	0	0	0	100,000
New Account	Transfer COPS Proceeds Back to General Fund	0	0	0	7,500,000
TOTAL PRESERVATION & RESTORATION		3,984,191	12,505,000	3,091,656	13,594,200

CITY OF BLACK HAWK
2024 BUDGET
TRANSPORTATION DEVICE FEE TRUST FUND SUMMARY

	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
BEGINNING FUND BALANCE	513,536	609,736	609,736	499,236
REVENUES	742,516	655,456	670,000	950,400
EXPENDITURES	646,316	1,097,820	780,500	1,194,500
NET INCREASE (DECREASE)	96,200	(442,364)	(110,500)	(244,100)
ENDING FUND BALANCE	609,736	167,372	499,236	255,136
RESERVED FOR CAPITAL REPLACEMENT	(187,500)	(187,500)	(187,500)	(120,000)
UNASSIGNED FUND BALANCE	422,236	(20,128)	311,736	135,136

CITY OF BLACK HAWK
2024 BUDGET
TRANSPORTATION DEVICE FEE FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
TRANSPORTATION DEVICE FEE FUND REVENUE					
204-0000-3180100	Other Taxes / Device Fees	326,876	30,000	305,000	300,000
204-0000-3610100	Revenue / Int Income On Investments	2,944	1,000	10,000	5,000
204-0000-3610400	Grants	183,014	379,456	110,000	380,400
204-0000-3610800	Central City	229,682	245,000	245,000	265,000
TOTAL TRANSPORTATION DEVICE FEE FUND REVENUE		742,516	655,456	670,000	950,400

CITY OF BLACK HAWK
2024 BUDGET
TRANSPORTATION DEVICE FEE FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
TRANSPORTATION					
204-4801-4813319	Consultants	22,341	40,000	25,000	25,000
204-4801-4814101	Utilities	13,711	15,000	15,000	16,000
204-4801-4814518	Bus Stop Maintenance-Black Hawk Only	32,848	50,000	25,000	25,000
204-4801-4814701	Bus Parts	12,218	35,000	80,000	80,000
204-4801-4814703	Fuel & Oil	43,829	55,000	45,000	45,000
204-4801-4815403	Publications-Marketing	0	500	1,000	1,000
204-4801-4815501	Memberships	1,000	1,500	1,500	1,500
204-4801-4815810	Contract Bus Service	357,369	401,000	425,000	500,000
204-4801-4817401	Capital Replacement	0	336,820	0	338,000
204-9500-4919500	City Overhead - Transfers Out	23,000	23,000	23,000	23,000
204-9500-4919502	Fleet Labor - Transfers Out	140,000	140,000	140,000	140,000
TOTAL TRANSPORTATION		646,316	1,097,820	780,500	1,194,500

CITY OF BLACK HAWK
2024 BUDGET
CAPITAL PROJECTS FUND SUMMARY

	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
BEGINNING FUND BALANCE	8,591,463	5,525,732	5,525,732	6,852,127
REVENUES	30,040	8,005,000	8,105,000	6,020,000
EXPENDITURES	3,095,771	11,330,500	6,778,605	12,505,800
NET INCREASE (DECREASE)	(3,065,731)	(3,325,500)	1,326,395	(6,485,800)
ENDING FUND BALANCE	5,525,732	2,200,232	6,852,127	366,327

CITY OF BLACK HAWK
2024 BUDGET
CAPITAL PROJECTS FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
CAPITAL PROJECTS FUND REVENUE					
305-0000-3610100	Revenue / Int Income On Investments	30,040	5,000	105,000	20,000
305-0000-3610900	Revenue / Other	0	0	0	0
305-0000-3950100	Transfer In / General Fund	0	8,000,000	8,000,000	6,000,000
TOTAL CAPITAL PROJECTS FUND REVENUE		30,040	8,005,000	8,105,000	6,020,000

CITY OF BLACK HAWK
2024 BUDGET
CAPITAL PROJECTS FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
CAPITAL PROJECTS					
305-3101-4317102	Land / Purchase	262,462	0	100,000	0
305-3101-4317505	PW Maintenance Facility	0	100,000	20,000	100,000
305-3101-4317507	Gregory Hill Parking Improvements	0	2,500,000	0	0
305-3101-4317513	Gregory St. Parking Structure	0	100,000	0	0
305-3101-4317515	Maryland Mountain Improvements	25,000	0	0	0
305-3101-4317517	Hwy 119 Enhancements	0	150,000	0	150,000
305-3101-4317524	Crooks Palace Repairs	18,092	0	0	0
305-3101-4317526	CDOT Lot	472,021	0	0	0
305-3101-4317541	Patrol Vehicles	271,838	150,000	150,000	200,000
305-3101-4317546	Street Overlay Project	0	1,790,000	450,000	1,750,000
305-3101-4317548	Public Works Capital Equipment	223,792	100,000	500,000	430,000
305-3101-4317550	Equipment - Police & Dispatch	0	635,500	430,000	0
305-3101-4317559	Fire Dept Equipment	0	1,000,000	953,605	60,000
305-3101-4317569	High St Retaining Fence	0	100,000	0	0
305-3101-4317570	Residential Home Rehab Program	263,818	3,000,000	3,400,000	1,865,800
305-3101-4317571	Gregory Hill (Miners Mesa) Improvements	1,508,821	40,000	650,000	250,000
305-3101-4317572	Lake Gulch Road Improvements	49,927	620,000	55,000	0
305-3101-4317573	Gregory Hill Facilities Monument Signs	0	250,000	0	250,000
305-3101-4317574	Cobra Street Light Replacement	0	180,000	45,000	100,000
305-3101-4317575	Portable Stage	0	200,000	0	0
305-3101-4317576	Wash Bay Replacement	0	165,000	0	300,000
305-3101-4317577	Artisans' Point Detention Pond	0	100,000	0	0
305-3101-4317579	Chase Street Recreation Lot	0	100,000	0	0
305-3101-4317580	Country World Site - Sewer Line Spoils	0	50,000	25,000	50,000
New Account	Copper Kitchen Pizzeria	0	0	0	5,000,000
New Account	New Signal Poles & Battery Back-Up	0	0	0	750,000
New Account	Horn Street Metal Stairs	0	0	0	0
New Account	PW Detention Conversion, Lot Lights & Paving	0	0	0	1,000,000
New Account	Stroehle Square Heat and Concrete	0	0	0	250,000
TOTAL CAPITAL PROJECTS		3,095,771	11,330,500	6,778,605	12,505,800

CITY OF BLACK HAWK
2024 BUDGET
DEBT SERVICE FUND SUMMARY

	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
BEGINNING FUND BALANCE	1,541,514	1,366,715	1,366,715	1,538,278
REVENUES	3,082,433	3,340,000	3,425,000	3,040,000
EXPENDITURES	3,257,232	3,253,437	3,253,437	3,256,602
NET INCREASE (DECREASE)	(174,799)	86,563	171,563	(216,602)
ENDING FUND BALANCE	1,366,715	1,453,278	1,538,278	1,321,676

CITY OF BLACK HAWK
2024 BUDGET
DEBT SERVICE FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
DEBT SERVICE FUND REVENUE					
401-0000-3610100	Revenue / Int Income On Investments	29,433	5,000	90,000	20,000
401-0000-3950100	Transfer In / General Fund	3,053,000	3,335,000	3,335,000	3,020,000
TOTAL DEBT SERVICE FUND REVENUE		3,082,433	3,340,000	3,425,000	3,040,000

**CITY OF BLACK HAWK
2024 BUDGET
DEBT SERVICE FUND**

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
DEBT SERVICE					
401-0000-4718112	2013 Bond Principal	505,000	525,000	525,000	545,000
401-0000-4718113	2014A Bond Principal	500,000	520,000	520,000	545,000
401-0000-4718116	2021 COP Principal	1,090,000	1,150,000	1,150,000	1,180,000
401-0000-4718212	2013 Bond Interest	318,171	297,113	297,113	275,220
401-0000-4718213	2014A Bond Interest	322,961	301,811	301,811	279,814
401-0000-4718216	2021 COP Interest	521,100	459,513	459,513	431,568
TOTAL DEBT SERVICE		3,257,232	3,253,437	3,253,437	3,256,602

City of Black Hawk, Colorado

Debt Map

As of December 31, 2023

Year	Series 2021 Tax Exempt Lease Purchase				Series 2013 Tax Exempt				Series 2014A Tax Exempt				Total Annual Debt Service
	Principal	Rate	Interest	Total	Principal	Rate	Interest	Total	Principal	Rate	Interest	Total	
2024	1,180,000	2.430%	431,568	1,611,568	545,000	4.170%	275,220	820,220	545,000	4.230%	279,814	824,814	3,256,602
2025	1,205,000	2.430%	402,894	1,607,894	570,000	4.170%	252,494	822,494	565,000	4.230%	256,761	821,761	3,252,149
2026	1,235,000	2.430%	373,613	1,608,613	590,000	4.170%	228,725	818,725	595,000	4.230%	232,862	827,862	3,255,199
2027	1,265,000	2.430%	343,602	1,608,602	615,000	4.170%	204,122	819,122	620,000	4.230%	207,693	827,693	3,255,417
2028	1,295,000	2.430%	312,863	1,607,863	645,000	4.170%	178,476	823,476	640,000	4.230%	181,467	821,467	3,252,806
2029	1,330,000	2.430%	281,394	1,611,394	670,000	4.170%	151,580	821,580	670,000	4.230%	154,395	824,395	3,257,369
2030	1,360,000	2.430%	249,075	1,609,075	695,000	4.170%	123,641	818,641	700,000	4.230%	126,054	826,054	3,253,770
2031	1,395,000	2.430%	216,027	1,611,027	725,000	4.170%	94,659	819,659	730,000	4.230%	96,444	826,444	3,257,130
2032	1,425,000	2.430%	182,129	1,607,129	755,000	4.170%	64,427	819,427	760,000	4.230%	65,565	825,565	3,252,120
2033	1,460,000	2.430%	147,501	1,607,501	790,000	4.170%	32,943	822,943	790,000	4.230%	33,417	823,417	3,253,861
2034	1,500,000	2.430%	112,023	1,612,023	-	-	-	0	-	-	-	0	1,612,023
2035	1,535,000	2.430%	75,573	1,610,573	-	-	-	0	-	-	-	0	1,610,573
2036	1,575,000	2.430%	35,508	1,610,508	-	-	-	0	-	-	-	0	1,610,508

TOTAL	17,760,000		3,163,769	20,923,769	6,600,000		1,606,284	8,206,284	6,615,000		1,634,472	8,249,472	37,379,525
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Reserve Fund = Smallest of 125% Average Annual Debt Service (AADS), Maximum Annual Debt Service (MADS) or 10% of Outstanding Principal of the Series

2013 and Series 2014A Issues. The Series 2021 Issue is not subject to Reserve Requirements

AADS	1,645,576
125% of AADS	2,056,970
MADS	1,646,815
10% Principal	1,321,500

Debt Service Reserve Fund Requirement
1,321,500

CITY OF BLACK HAWK
2024 BUDGET
WATER FUND SUMMARY

	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
BEGINNING WORKING CAPITAL	10,244,179	9,900,074	9,900,074	9,440,899
REVENUES	3,389,592	3,212,000	3,371,000	3,301,000
ADMINISTRATION	1,849,127	2,169,451	1,973,929	2,371,662
OPERATIONS	1,884,570	8,873,148	1,856,246	10,088,261
EXPENDITURES	3,733,697	11,042,599	3,830,175	12,459,923
NET INCREASE (DECREASE)	(344,105)	(7,830,599)	(459,175)	(9,158,923)
ENDING WORKING CAPITAL	9,900,074	2,069,475	9,440,899	281,976

CITY OF BLACK HAWK
2024 BUDGET
WATER FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
WATER FUND REVENUE					
501-0000-3410500	Miscellaneous Fees / System Development Fees	155,368	0	0	0
501-0000-3430100	User Fees / Water Billed	3,183,651	3,200,000	3,200,000	3,200,000
501-0000-3430200	User Fees / Bulk Water Sales	1,470	2,000	1,000	1,000
501-0000-3610100	Revenue / Int Income On Investments	49,103	10,000	170,000	100,000
501-0000-3610101	Transfer In From General Fund	0	0	0	0
TOTAL WATER FUND REVENUE		3,389,592	3,212,000	3,371,000	3,301,000

CITY OF BLACK HAWK
2024 BUDGET
WATER FUND

WATER FUND	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
STAFFING PLAN				
Water Manager	1.00	1.00	1.00	1.00
Utility Operators	6.00	7.00	7.00	7.00
Water Superintendent	1.00	1.00	1.00	1.00
TOTAL STAFF	8.00	9.00	9.00	9.00
EXPENDITURES BY TYPE				
Personnel	926,877	1,120,999	986,725	1,109,523
Professional Services	196,332	435,000	275,000	610,000
General Services	775,102	1,032,700	921,050	1,176,200
Program Expenses	0	0	0	0
Supplies	134,225	147,900	131,900	160,200
Capital Outlay	601,161	7,206,000	415,500	8,304,000
Debt Service	0	0	0	0
Transfers	1,100,000	1,100,000	1,100,000	1,100,000
WATER FUND	3,733,697	11,042,599	3,830,175	12,459,923

CITY OF BLACK HAWK
2024 BUDGET
WATER FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
WATER-ADMINISTRATION					
501-3150-4601201	Regular Salaries/Wages / Full-Time	115,051	153,837	153,368	162,344
501-3150-4602100	Water / Group Health Insurance	9,107	27,387	11,554	12,203
501-3150-4602200	Water / Social Security	10,116	11,044	11,685	12,419
501-3150-4602301	Retirement / 401A	3,474	8,662	7,915	9,138
501-3150-4602500	Water / Unemployment Compensation	262	433	304	457
501-3150-4602600	Water / Workers Compensation	1,596	3,888	3,353	4,101
501-3150-4603304	Professional Services / Software/Hardware Support	45,412	75,000	75,000	100,000
501-3150-4603310	Professional Services / Water Testing	26,464	35,000	30,000	35,000
501-3150-4603311	Professional Services / Water Rights/Legal	26,613	125,000	40,000	125,000
501-3150-4603321	Professional Services/Water Right-Engineering/Acct	97,843	200,000	130,000	350,000
501-3150-4604101	Utilities / Gas & Electric	194,143	225,000	220,000	230,000
501-3150-4604102	Utilities / Sewer	360	5,000	3,000	5,000
501-3150-4604103	Utilities / Wtr Leases/Consolid/Vidler	148,917	75,000	75,000	100,000
501-3150-4604104	Utilities / Monitoring/Usgs	21,156	25,000	25,000	25,000
501-3150-4604506	Repairs & Maintenance / Equipment Maintenance	12,423	30,000	30,000	30,000
501-3150-4604515	Repairs & Maintenance / Security System Maint	10,020	15,000	12,000	15,000
501-3150-4605058	Other Purchased Services / Travel & Training	334	8,000	6,000	8,000
501-3150-4605101	Insurance / Liability	8,988	10,000	10,000	10,000
501-3150-4605200	Water / Printing And Binding	415	600	550	600
501-3150-4605301	Communications / Telephone	960	1,500	2,500	3,000
501-3150-4605501	Dues, & Membership / Memberships	5,799	10,000	8,500	10,000
501-3150-4605502	Dues, & Membership / Subscriptions	698	600	700	800
501-3150-4606101	General Supplies / Office	3,899	6,000	5,000	6,000
501-3150-4606107	General Supplies / Books	511	500	500	600
501-3150-4606110	General Supplies / Small Equipment	0	1,000	1,000	1,000
501-3150-4607403	System Improvements / Furniture And Fixtures	3,626	6,000	5,000	6,000
501-3150-4607404	System Improvements / Computers And Software	940	10,000	6,000	10,000
501-3150-4609500	Transfers to General Fund	1,100,000	1,100,000	1,100,000	1,100,000
TOTAL WATER-ADMINISTRATION		1,849,127	2,169,451	1,973,929	2,371,662

CITY OF BLACK HAWK
2024 BUDGET
WATER FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
WATER-OPERATIONS					
501-3151-4601201	Regular Salaries/Wages / Full-Time	590,766	665,408	581,431	661,043
501-3151-4601400	Water / Overtime	7,821	10,000	12,148	10,000
501-3151-4602100	Water / Group Health Insurance	99,434	135,554	113,118	130,985
501-3151-4602200	Water / Social Security	46,691	48,165	44,986	50,570
501-3151-4602301	Retirement / 401A	30,575	37,776	31,067	37,537
501-3151-4602500	Water / Unemployment Compensation	1,218	1,889	1,175	1,877
501-3151-4602600	Water / Workers Compensation	10,766	16,956	14,621	16,849
501-3151-4604501	Repairs & Maintenance / Spring Line	82,510	100,000	80,000	150,000
501-3151-4604502	Repairs & Maintenance / Pump Station	47,647	115,000	115,000	150,000
501-3151-4604503	Repairs & Maintenance / Tools	421	3,500	2,000	3,500
501-3151-4604504	Repairs & Maintenance / Plant	154,979	250,000	250,000	275,000
501-3151-4604505	Repairs & Maintenance / Distribution	13,690	100,000	55,000	100,000
501-3151-4604506	Equipment Maintenance/HV Pipeline	0	30,000	2,000	30,000
501-3151-4604701	Vehicle Operation & Maint / Vehicle Maintenance	5,928	10,000	6,000	10,000
501-3151-4604703	Vehicle Operation & Maint / Gas And Oil	8,968	10,000	10,000	10,500
501-3151-4604705	Vehicle Operation & Maint / Small Equip Rental	0	2,000	1,000	3,000
501-3151-4604800	Water / Green Lake Operations	55,398	5,000	5,000	5,000
501-3151-4604900	Water / Georgetown Lake Operation	1,348	1,500	1,800	1,800
501-3151-4606110	Small Equipment	64,216	12,000	7,000	12,000
501-3151-4606206	Operating Supplies / Uniforms	4,888	7,400	7,400	9,600
501-3151-4606239	Operating Supplies / Chemicals	55,282	55,000	55,000	60,000
501-3151-4606246	Operating Supplies / Sludge Disposal	863	50,000	45,000	55,000
501-3151-4607411	System Improvements / Water Tank	0	50,000	40,000	50,000
501-3151-4607418	System Improvements / EIS & EA	123,948	100,000	125,000	250,000
501-3151-4607422	System Improvements / Water Capital Projects	476,446	7,050,000	250,000	8,000,000
501-3151-4607429	Green Lake Pipeline	767	3,000	0	1,000
501-3151-4607430	Church Ditch Aug Station	0	3,000	500	3,000
TOTAL WATER-OPERATIONS		1,884,570	8,873,148	1,856,246	10,088,261

CITY OF BLACK HAWK
2024 BUDGET
CONSERVATION TRUST FUND SUMMARY

	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
BEGINNING FUND BALANCE	34,668	36,470	36,470	38,820
REVENUES	1,802	1,650	2,350	2,000
EXPENDITURES	0	0	0	0
NET INCREASE (DECREASE)	1,802	1,650	2,350	2,000
ENDING FUND BALANCE	36,470	38,120	38,820	40,820

CITY OF BLACK HAWK
2024 BUDGET
CONSERVATION TRUST FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
CONSERVATION TRUST FUND REVENUE					
703-0000-3350700	State Shared Revenues / Lottery Proceeds	1,624	1,600	1,700	1,700
703-0000-3610100	Revenue / Int Income On Investments	178	50	650	300
TOTAL CONSERVATION TRUST FUND REVENUE		1,802	1,650	2,350	2,000

CITY OF BLACK HAWK
2024 BUDGET
CONSERVATION TRUST FUND

Account Number	Account Description	2022 Year-End Actual	2023 Amended Budget	2023 Year-End Estimate	2024 Proposed Budget
CONSERVATION TRUST					
703-0000-4500100	Parks & Recreation Improvements	0	0	0	0
TOTAL CONSERVATION TRUST		0	0	0	0

**COUNCIL BILL 34
ORDINANCE 2023-34
AN ORDINANCE
AMENDING VARIOUS
SECTIONS OF THE BLACK
HAWK EMPLOYEE
HANDBOOK**

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

COUNCIL BILL NUMBER: 34

ORDINANCE NUMBER: 2023-34

**TITLE: AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE BLACK
 HAWK EMPLOYEE HANDBOOK**

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

Section 1. Pursuant to Article VIII, Section 18 of the City of Black Hawk Home Rule Charter, Section 111 of the City of Black Hawk Employee Handbook is hereby amended to read as follows:

111 HARASSMENT POLICY

The City of Black Hawk fully supports the Equal Employment Opportunity regulations. It is the City of Black Hawk's intent that all employees enjoy a safe work environment free from all forms of discrimination including harassment. Discrimination, inappropriate behavior or harassment based on race, creed, color, sex (including pregnancy), sexual orientation (including transgender status), age (40 or older), genetic information, MARITAL STATUS, marriage to a co-worker (within parameters listed in Section 106), physical or mental disability, religion, Vietnam era or veteran status, national origin, or any other status protected under applicable federal, state, or local law is considered a violation of its policies and practices.

The City of Black Hawk believes it is all employees' singular and collective responsibility to deal fairly and honestly with their peers, subordinates, and superiors as well as applicants to ensure a work environment free of discrimination and harassment. Disrespect for or abuse of anyone's dignity through verbal, physical, or visual slurs of a sexual or intimidating nature through derogatory or other inappropriate conduct is unacceptable and may result in termination of employment.

Sexual harassment is a specific form of discrimination/harassment that undermines the integrity of the employment relationship. The City of Black Hawk will not tolerate harassment by City of Black Hawk employees or by those who work with the City of Black Hawk including suppliers, general public, consultants, or any other vendors. Unwelcome sexual advances, requests of sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when one or more of the following examples exist:

- 1) Submission to such conduct is either explicitly or implicitly a term or condition of an individual's employment.

- 2) Submission to or rejection of the conduct is the basis for an employment decision affecting the employee.
- 3) The conduct substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work situation or atmosphere.

Harassment and/or discrimination based on race, creed, color, sex (including pregnancy), sexual orientation (including transgender status), age (40 or older), genetic information, MARITAL STATUS, marriage to a co-worker (within parameters listed in Section 106), physical or mental disability, religion, Vietnam era or veteran status, national origin, or any other factors protected by law undermines the employment relationship. ~~Harassment may take the form of verbal or physical conduct that disparages, threatens, or shows aversion to an individual because of the aforementioned factors. Harassment may also include slurs, jokes, degrading comments, degrading pictures, degrading symbols, or other written, verbal, or physical conduct because of the aforementioned factors. This form of harassment may exist if one or all of the following exist:~~

- ~~1) The conduct substantially interferes with an employee's work performance or creates an intimidating, hostile, or offensive work situation or atmosphere.~~
- ~~2) The conduct adversely affects an employee's employment or work opportunities.~~

HARASSMENT IS ANY UNWELCOME PHYSICAL OR VERBAL CONDUCT OR ANY WRITTEN, PICTORIAL, OR VISUAL COMMUNICATION DIRECTED AT AN INDIVIDUAL OR GROUP OF INDIVIDUALS BECAUSE OF THAT INDIVIDUAL'S OR GROUP'S MEMBERSHIP IN, OR PERCEIVED MEMBERSHIP IN, A PROTECTED CLASS AS DEFINED HEREIN THAT IS SUBJECTIVELY OFFENSIVE TO THE INDIVIDUAL ALLEGING HARASSMENT AND OBJECTIVELY OFFENSIVE TO A REASONABLE INDIVIDUAL WHO IS A MEMBER OF THE SAME PROTECTED CLASS, AS OTHERWISE DEFINED IN C.R.S. § 24-34-400.2(2)(B), AS AMENDED. THIS EXCLUDES PETTY SLIGHTS, MINOR ANNOYANCES, AND LACK OF GOOD MANNERS UNLESS THAT BEHAVIOR WHEN TAKEN INDIVIDUALLY OR IN COMBINATION AND UNDER THE TOTALITY OF THE CIRCUMSTANCES MEETS THE DEFINITION OF HARASSMENT ABOVE.

CONDUCT OR COMMUNICATION CONSTITUTES ACTIONABLE HARASSMENT IF: (1) SUBMISSION TO THE CONDUCT OR COMMUNICATION IS EXPLICITLY OR IMPLICITLY MADE A TERM OR CONDITION OF THE INDIVIDUAL'S EMPLOYMENT; (2) SUBMISSION TO, OBJECTION TO, OR REJECTION OF THE CONDUCT OR COMMUNICATION IS USED AS A BASIS FOR EMPLOYMENT DECISIONS AFFECTING THE INDIVIDUAL; OR (3) THE CONDUCT OR COMMUNICATION HAS THE PURPOSE OR EFFECT OF UNREASONABLY INTERFERING WITH THE INDIVIDUAL'S WORK

PERFORMANCE OR CREATING AN INTIMIDATING, HOSTILE, OR OFFENSIVE WORKING ENVIRONMENT.

Any employee, applicant, or candidate, who feels that they may have encountered harassing circumstances, shall without fear of reprisal contact City of Black Hawk management as outlined below.

- 1) If employed, contact the: 1) Immediate Supervisor or 2) Department Head or 3) City Manager in the respective order shown, unless the situation warrants skipping a level of supervision.
- 2) If an applicant or candidate, contact the City Manager.
- 3) If the City Manager is a party, contact the City Attorney.

The City of Black Hawk will, upon receipt of information that indicates a possible lack of support of its Equal Employment Opportunity practices, investigate the circumstances and if needed, take appropriate actions to eliminate the persistence of such circumstances. The employee, applicant, or candidate may be asked to provide additional information for the investigation. The City of Black Hawk will attempt to maintain confidentiality of the situations and parties involved, but it makes no guarantee of absolute anonymity. Employees and external parties may be provided with information on a "need to know" basis as a part of the investigative process. Proof of discrimination, harassment, or a false accusation may result in termination of employment for employees and/or legal action for employees, applicants, and/or candidates.

ALL REPORTS SHALL BE CONFIDENTIALLY MAINTAINED FOR A MINIMUM OF FIVE YEARS, IN ACCORDANCE WITH ESTABLISHED RECORDS RETENTION REQUIREMENTS PURSUANT TO C.R.S. § 24-34-408.

Section 2. Pursuant to Article VIII, Section 18 of the City of Black Hawk Home Rule Charter, Section 302 of the City of Black Hawk Employee Handbook is hereby amended to read as follows:

302 PAID TIME OFF (PTO) BENEFITS

The City of Black Hawk recognizes that employees have diverse needs for time off from work, and, as such, the City has established this Paid Time Off (PTO) policy. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover observed holidays, vacations, personal appointments, or other situations that require time off from work outside sick leave.

PTO is accrued upon hire or transfer into a benefits-eligible position. Eligible employee classifications:

- Full-time employees
- Introductory full-time employees

Eligible employees begin accruing PTO leave from the date of hire. Accruals are available for use in the pay period in which they are accrued. Eligible employees accrue PTO at the rates listed in the table below. The accrual rates are based on twenty-six (26) bi-weekly pay periods within the calendar year.

Years of Service	Bi-Weekly Accrual Rate	Annual PTO Accrual
0-5 years	8.31 hours	(216 hours)
6-10 years	9.23 hours	(240 hours)
11-15 years	10.77 hours	(280 hours)
16-20 YEARS	11.54 HOURS	(300 HOURS)
20+ YEARS	12.31 HOURS	(320 HOURS)

In the event that available PTO is not used by the end of the year, employees may carry unused time forward to the next calendar year. However, if an employee's PTO accrual balance is 320 hours or more on January 1 of the following year, biweekly accruals will be discontinued until such time as the PTO accrual balance is under 320 hours. Once below 320 hours, an employee will resume accumulation of PTO accruals without limit until the January 1 of the following year.

Employees are required to use available PTO when taking time off from work outside of sick leave. PTO may be taken in increments of as low as one-half (½) hour. Whenever possible, PTO must be scheduled at least two-weeks in advance. PTO is subject to supervisory approval, department staffing needs, and established departmental procedures.

When PTO is used, an employee is required to use PTO hours according to their regularly scheduled workday. For example, if an employee works a ten-hour day, they would request ten hours of PTO when taking that day off. PTO is paid at the employee's base rate. PTO is not part of any overtime calculation.

Employees may not borrow against their PTO banks; therefore, no advance leave will be granted without City Manager approval.

An employee will be paid upon resignation, separation, or retirement for all PTO hours accumulated but not used.

When an employee's PTO leave benefit accrues beyond 240 hours as of seven days prior to the first pay date in December of each year, and only in the event that the employee has completed five (5) years of service as a full-time employee, all hours above 240 may be

cash out or converted to sick leave at the employee's then current base rate in an amount equal to one (1) hour for every two (2) PTO hours accrued over the 240-hour minimum.

Section 3. Pursuant to Article VIII, Section 18 of the City of Black Hawk Home Rule Charter, Section 308 of the City of Black Hawk Employee Handbook is hereby amended to read as follows:

308 BEREAVEMENT LEAVE

If an employee wishes to take time off due to the death of an immediate family member, they shall notify their supervisor immediately.

Upon Department Director approval, eligible employees may receive up to three (3) days or THIRTY (30) HOURS of paid bereavement leave per bereavement to employees in the following classifications:

- Full-time employees
- Introductory full-time employees

Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use any available paid leave for additional time off as necessary.

Section 4. Pursuant to Article VIII, Section 18 of the City of Black Hawk Home Rule Charter, Section 318 of the City of Black Hawk Employee Handbook is hereby amended to read as follows:

318 LIFE INSURANCE

The City covers the premium for every eligible employee's term life insurance policy equal to two (2) times the employee's annual base wage rate up to a maximum of three hundred thousand dollars (\$300,000.00 FOR CLASS I EMPLOYEES) AND FIVE HUNDRED THOUSAND DOLLARS (\$500,000 FOR CLASS III EMPLOYEES). Employees shall refer to the information provided by the City for more information on this benefit. This guideline may be changed only with the approval of the City Council and may be changed at budget time. Coverage begins the first day of the month after the date of hire.

Section 5. Pursuant to Article VIII, Section 18 of the City of Black Hawk Home Rule Charter, Section 320 of the City of Black Hawk Employee Handbook is hereby amended to read as follows:

320 LONG-TERM DISABILITY

The City provides Long-Term Disability coverage at no cost to full-time City employees. Eligible employees shall refer to the information provided by the City for more information on this benefit. The City Council may increase or decrease this benefit at any time. The City will not pay Disability Insurance for employees on Long-Term Disability. ~~Employees may also utilize the Sick Leave Donation Program (Section 321) if approved.~~ This guideline may be changed only with the approval of the City Council and may be changed at budget time. Coverage begins the first day of the month after the date of hire.

Section 6. Pursuant to Article VIII, Section 18 of the City of Black Hawk Home Rule Charter, Section 707, subsection 8 of the City of Black Hawk Employee Handbook is hereby amended to read as follows:

Section 8 - Tests Required for Employees

Methods for testing for alcohol may include a Portable Breath Test (PBT), Breathalyzer, Evidential Breath Testing device (EBT), or other test authorized for all alcohol testing. For drug testing, urine specimen collection, and testing shall be conducted by a laboratory capable of analyzing samples and keeping such samples in a safe and secure manner. The drugs to be tested include any scheduled controlled substance.

1) Pre - Employment:

Before performing any job duties, an employee must submit to testing for drugs and alcohol. Prior to performing a pre-employment drug and alcohol test, the City must notify the applicant that testing is required under this guideline. The City will not hire applicants to whom a contingent offer of employment has been made who test positive for controlled substances or alcohol for positions requiring a CDL. For all other positions, post-offer testing will include controlled substances (excluding marijuana) and alcohol.

2) Post-Accident Testing:

As soon as possible following an accident, the City shall test each surviving employee for alcohol and drugs when either:

- a. The accident involved a fatality or serious injury requiring immediate medical attention;
- b. The employee received a citation under state or local law for a moving traffic violation arising from the accident;
- c. The accident violated a significant department safety guideline or procedure;

- d. The accident involved significant property damage; or
- e. Any accident where there is reasonable belief that an employee may be under the influence of alcohol or drugs at the time of the accident or near accident.

Alcohol tests shall be conducted within two (2) hours of the accident if possible. A test administered by on-site police or public safety officials under separate authority may be used, and a blood or breath alcohol test and a urine drug test performed by such local officials, using procedures required by their jurisdictions, shall be acceptable. The staff member shall remain in the presence of the immediate supervisor or designated authority until testing is complete.

Drug tests shall be completed within thirty-two (32) hours of the accident. Beyond this period, attempts to test shall cease and a record prepared and maintained by the Police Chief or his designee indicating why the test was not performed.

An employee who is subject to post-accident testing must remain available, or the City may consider the employee to have refused to submit to testing. The employee subject to post-accident testing must refrain from consuming alcohol for eight (8) hours following the accident, or until they submit to an alcohol test, whichever comes first.

NOTE: Nothing in this guideline shall be construed to require the delay of necessary medical attention for injured people following an accident. Also, the employee is not prohibited from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency care.

3) Post-Critical Incident Testing:

As soon as practical, the City may require a test of each employee involved in a critical incident. Those procedures and time periods set forth under the requirements for post-accident testing shall also apply to post-critical incident testing.

4) Reasonable Suspicion Testing:

The City may initiate a drug or alcohol test when there is reasonable suspicion to believe the employee has violated the prohibitions of this guideline. The decision to test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The documentation for suspicion testing must be completed within twenty-four (24) hours of the observed behavior or before the results are released, whichever is earlier.

5) Random Testing:

Random drug testing shall be administered by Employee Services as required by federal law for those employees required to possess Commercial Drivers' License (CDL) as more particularly described in their approved Job Description.

The conditions for selection and notification of random testing are:

- a. Selection of employees shall be made by a scientifically valid method.
- b. Employees Services shall assure that random tests are unannounced and spread reasonably throughout the year.
- c. Employees Services shall ensure that the employees selected for random tests PROCEED immediately to the collection site upon notification of selection.

In the event an employee who is selected for a random test is on PTO, layoff, or an extended medical absence, Employee Services can select another employee for testing or keep the original selection confidential until the employee returns to duty. If an employee is skipped, Employee Services must document the reason why.

6) Return-to-Duty Testing:

In the event an employee who has violated these alcohol or drug prohibitions is permitted to return to their position, they shall complete a return-to-duty test which need not be confined to the substance involved in the violation.

7) Follow-Up Testing:

If an employee who has violated these alcohol or drug prohibitions is returned to their position, the City may require the employee to undergo unannounced follow-up testing following the employee's return to duty. The number and frequency of the tests are to be determined by the City.

8) Testing Safeguards:

Urine, saliva, breath testing, and/or portable breath testing shall be used to collect specimens for testing of the presence of alcohol or controlled substances. The City shall ensure the integrity of the collection system to maintain confidentiality and ensure that the test results are attributed to the correct employee.

Although other departments in the City may use other, different or more restrictive specimen collection procedures, it is the express intent of the City that the collection procedures under this guideline be less restrictive and limiting.

Section 7. Pursuant to Article VIII, Section 18 of the City of Black Hawk Home Rule Charter, the definition of "Holiday pay" in Chapter 9, subsection (9) of the City of Black Hawk Employee Handbook is hereby amended to read as follows:

"Holiday pay" is defined as one-and-one-half (1½) the employee's regular rate for the actual hours worked, up to the amount of hours recognized for that holiday, UP TO A MAXIMUM OF TEN (10) HOURS DEPENDING ON ASSIGNED WORK SCHEDULE. All hours worked on a holiday in excess of the recognized hours will be paid at the employee's straight-time rate.

Section 8. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 9. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 10. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 13th day of December 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Request to amend various sections of the Employee Handbook.

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

MOTION TO APPROVE Council Bill 34, An Ordinance Amending Various Sections of the Black Hawk Employee Handbook

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Staff recommends amending Section 302 PAID TIME OFF (PTO) BENEFITS by adding 20 additional annual accrual hours for Paid Time Off for employee who have completed 15 years of service (for a total accrual of 300 annual PTO hours) and 20 additional annual accrual hours of Paid Time Off for employee who have completed 20 years of service (for a total accrual of 320 annual PTO hours).

Years of Service	Bi-Weekly Accrual Rate	Annual PTO Accrual
0-5 years	8.31 hours	(216 hours)
6-10 years	9.23 hours	(240 hours)
11-15 years	10.77 hours	(280 hours)
16-20 years	11.54 HOURS	(300 HOURS)
20+ years	12.31 HOURS	(320 HOURS)

Additional changes noted in Council Bill 34 reflect mandatory legislative changes (Section 111 HARASSMENT POLICY), modification to reflect 10-hour work days (Section 308 BEREAVEMENT LEAVE), update to reflect current group life insurance coverage (Section 318 LIFE INSURANCE), removal of reference to outdated policy (Section 320 LONG-TERM DISABILITY), legal updates to stipulations for Drug and Alcohol testing (Section 707 DRUG & ALCOHOL USE, Subsection 8), and various corrections for typographical errors and formatting inconsistencies throughout the Handbook.

AGENDA DATE: December 13, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

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

DOCUMENTS ATTACHED:

RECORD: []Yes [X]No

CITY ATTORNEY REVIEW:

[X]Yes []N/A

SUBMITTED BY:



Melissa A. Greiner, CMC
City Clerk
Administrative Services Director

REVIEWED BY:



Stephen N. Cole
City Manager



**COUNCIL BILL 35
ORDINANCE 2023-35
AN ORDINANCE
ADOPTING THE CITY OF
BLACK HAWK 2024 PAY
PLAN AND REVISED JOB
DESCRIPTIONS**

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

COUNCIL BILL NUMBER: CB35

ORDINANCE NUMBER: 2023-35

**TITLE: AN ORDINANCE ADOPTING THE CITY OF BLACK HAWK 2024 PAY
PLAN AND REVISED JOB DESCRIPTIONS**

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

Section 1. The City of Black Hawk 2024 Pay Plan and revised job descriptions, attached hereto and incorporated herein by this reference is hereby adopted, to be effective upon the effective date of this Ordinance.

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

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

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

READ, PASSED AND ORDERED POSTED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Request for Approval of the 2024 Compensation Plan and Revised Job Descriptions

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

MOTION TO APPROVE Council Bill 2023-35, An Ordinance Adopting the City of Black Hawk 2024 Compensation Plan and Revised Job Descriptions

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

2023 Compensation Plan:

The attached Draft 2024 Compensation Plan includes a 6.65% increase in Salary Ranges per the 2023 Market Analysis which was conducted in-house. Also for your consideration and approval, are changes to two job descriptions within the Police Department, Rotational Police Detective and Police Sergeant.

AGENDA DATE: December 13, 2023

FUNDING SOURCE: Departmental Personnel Line Item

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

DOCUMENTS ATTACHED: Draft 2024 Salary Range Document

RECORD: [] Yes [X] No

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

SUBMITTED BY:



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

REVIEWED BY:



Stephen N. Cole
City Manager

2024 Draft Salary Ranges

City of Black Hawk FT Job Titles	Draft 2024 Salary Range		
Administrative Services	Minimum	Mid-Point	Maximum
City Clerk/Administrative Services Director	\$161,127	\$193,352	\$225,577
Human Resources Generalist	\$72,242	\$86,690	\$101,138
Deputy City Clerk	\$68,993	\$82,791	\$96,590
Information Specialist	\$69,189	\$83,027	\$96,865
Community Planning & Development			
Community Planning & Development Director	\$158,305	\$189,966	\$221,626
Development Services Coordinator	\$90,702	\$108,842	\$126,982
Finance Department			
Finance Director	\$160,599	\$192,718	\$224,838
Senior Accountant	\$90,701	\$108,841	\$126,981
IT Manager	\$123,027	\$147,632	\$172,238
IT Systems Analyst	\$97,905	\$117,486	\$137,067
Fire Department			
Fire Chief	\$168,350	\$202,020	\$235,690
Fire Marshal	\$125,516	\$150,619	\$175,723
Fire Captain	\$120,541	\$144,650	\$168,758
Fire Lieutenant	\$114,801	\$137,761	\$160,722
Fire Engineer	\$85,165	\$102,198	\$119,231
Senior Firefighter	\$73,736	\$88,483	\$103,230
Firefighter	\$70,225	\$84,270	\$98,315
Executive Administrative Assistant FD	\$69,189	\$83,027	\$96,865
Police Department			
PD Admin			
Police Chief	\$163,743	\$196,492	\$229,241
Police Commander	\$135,869	\$163,042	\$190,216
Police Sergeant	\$116,513	\$139,815	\$163,118
Police Detective & Police Rotational Detective	\$96,002	\$115,203	\$134,403
Police Officer IV	\$91,431	\$109,717	\$128,003
Police Officer III	\$87,077	\$104,492	\$121,908
Police Officer II	\$82,930	\$99,516	\$116,102
Police Officer I	\$78,981	\$94,777	\$110,574
Police Recruit	\$72,134	\$86,561	\$100,988
Police Property Evidence/Digital Media Technician	\$62,029	\$74,435	\$86,841
Executive Administrative Assistant/Municipal Court Clerk	\$69,189	\$83,027	\$96,865
Records			
Police Records Supervisor	\$75,885	\$91,062	\$106,239
Police Records Specialist	\$51,426	\$61,711	\$71,996
Communications			
Communications Supervisor	\$88,810	\$106,572	\$124,334
Communications Officer II	\$63,708	\$76,449	\$89,191
Communications Officer I	\$60,674	\$72,809	\$84,944
Public Works Department			
Administration			
Public Works Director	\$158,338	\$190,006	\$221,674
Maintenance Services Manager	\$121,044	\$145,253	\$169,462
Executive Administrative Assistant PW	\$69,189	\$83,027	\$96,865
Engineering			
City Engineer	\$128,135	\$153,762	\$179,388
GIS Analyst/Engineer Associate	\$80,938	\$97,126	\$113,314
Facilities			
Facilities Maintenance Supervisor	\$88,376	\$106,051	\$123,726
Facilities Maintenance Technician II	\$61,511	\$73,813	\$86,115
Facilities Maintenance Technician I	\$58,581	\$70,298	\$82,014
Fleet			
Fleet Supervisor	\$79,070	\$94,884	\$110,698
Fleet Purchasing & Inventory Assistant	\$69,189	\$83,027	\$96,865
Lead Fleet Technician	\$66,857	\$80,228	\$93,600
Fleet Technician II	\$63,673	\$76,408	\$89,142
Fleet Technician I	\$60,641	\$72,769	\$84,898
Fleet Support Technician	\$39,576	\$47,491	\$55,406
Maintenance			
Maintenance Supervisor	\$84,982	\$101,979	\$118,975
Lead Maintenance Worker	\$58,325	\$69,990	\$81,655
Maintenance Worker II	\$55,547	\$66,657	\$77,766
Maintenance Worker I	\$52,902	\$63,483	\$74,063
Water			
Water Resource Engineer	\$135,699	\$162,839	\$189,979
Water System Superintendent	\$112,779	\$135,335	\$157,891
Lead Water Utility Operator	\$67,482	\$80,979	\$94,475
Water Utility Operator IV	\$64,269	\$77,123	\$89,977
Water Utility Operator III	\$61,209	\$73,450	\$85,692
Water Utility Operator II	\$58,294	\$69,953	\$81,611
Water Utility Operator I	\$55,518	\$66,622	\$77,725

City of Black Hawk
2023-2024 Job Description

JOB TITLE:	Rotational Police Detective	DEPARTMENT:	Police Department
REPORTS TO:	Police CommanderSergeant	EXEMPT:	No
SALARY RANGE:	\$43.2769 – \$60.5880 \$46.1548 - \$64.6168 / HR		

SUMMARY

Performs professional and technical police investigation work required to collect facts and determine circumstances relative to reported or discovered petty, misdemeanor, and felonious criminal offenses committed within the City of Black Hawk.

SUPERVISION EXERCISED

~~Generally, a A~~ Detective ~~does not supervise other employees, but occasionally~~ may be ~~tasked assigned to be as~~ an Acting Sergeant. The Detective may be assigned the Ttraining of new detectives and patrol officers as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Perform follow-up investigation of assigned cases to include interviewing of potential witnesses, suspects and victims; the collection and preservation of possible physical evidence, the initiation of criminal background checks and investigation of suspects.
- Develop leads, collect and analyze facts and data necessary for the development and documentation of probable cause and for the solution of assigned cases.
- Confer and cooperate with other law enforcement agencies and individuals for the continuing investigation of cases, suspects, etc.
- Attend meetings with law enforcement and business personnel to exchange data and information relative to criminal activities in the area.
- Confer with the District Attorney's Office and prosecuting attorneys relative to the investigation of assigned cases, the preparation of formal charges, and the obtaining of warrants or summonses.
- Prepare reports and record information relative to the investigation of criminal cases; document the development of probable cause in the solution and or clearing of criminal cases.
- Make arrests of suspects in cases where evidence is developed and probable cause is established.
- Testify in court concerning the investigation of cases and the charging of individuals with the commission of criminal acts.
- Use and maintain police vehicles and a wide variety of equipment including film, video and digital cameras; radios, typewriters, copy machines and computers.
- Attend in-service training as required, and performs other such duties as required of a position of this type.
- Perform general duties of a supervisor as assigned.
- Conduct internal investigations as directed.
- Assist in uniformed patrol as directed.

- Respond to radio calls.
- Conduct surveillance, intelligence gathering and undercover operations as needed.
- Attentive to quality of life issues in the residential and business areas of the city.
- Analyze cases in efforts to look for criminal patterns.
- Release of property and evidence as needed.
- Scheduled on-call duty.
- Attending post mortem examinations in cases where a death is suspicious or the cause is not readily apparent.
- Conducting background investigations on applicants to the police department.

QUALIFICATIONS

Knowledge of:

- Modern approved principles and practices of police work.
- Modern approved principles and practices of criminal investigation.
- Controlling laws and ordinances of investigation and interviewing techniques.
- Crime scene processing and evidentiary procedures.
- Federal guidelines regarding the dissemination of criminal intelligence.
- First-aid techniques.

Ability to:

- Interact tactfully, firmly and courteously with the public to obtain information through effective interviews and interrogation.
- Communicate clearly, concisely and effectively orally and in writing.
- Complete detailed reports, case filings, warrants, and lab requests.
- Analyze situations quickly, objectively and determine the proper course of action to be taken.
- Adapt quickly to changes in schedule or priority.
- Use equipment, firearms, vehicles and office equipment used in law enforcement.
- Read, analyze and interpret general Department periodicals, professional journals, policies and procedures, or governmental regulations.
- Respond to inquiries from ~~the general public,~~ citizens, and regulatory or law enforcement agencies.
- Use computers and the internet to gain information for use in background and criminal investigations; and to complete offense reports and documents related to the everyday business of the police department and city.

Certifications:

- Valid Colorado driver's license with a safe driving record.
- Certified as having successfully completed the basic course of an accredited police academy meeting Peace Officer Standards and Training requirements.
- Current ~~First-Aid~~First Aid and C.P.R. card.

Age:

- Must be at least 21 years of age at the time of appointment

EXPERIENCE AND EDUCATION

Experience:

- Police Officer. Eligibility determined by the Chief of Police.

Education:

- High school diploma or general education degree (GED).
- Must be certified as having successfully completed the basic course of an accredited police academy meeting Colorado Peace Officer Standards and Training requirements.
- N.I.M.S. training as required for a police detective.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

- While performing the duties of this job, the employee may be exposed to blood, other bodily fluids/products, communicable diseases, grease/oil, a variety of fumes or airborne particles, extreme temperatures, solvents or chemicals, electrical hazards, various weather conditions, vehicular traffic, weapons of mass destruction, natural disasters and smoke.
- May be required to use physical force to restrain violent, combative individuals; and may be required to use or be subjected to deadly physical force.
- May be involved in high-stress situations with little or no warning and be involved for long periods of time.
- While performing the duties of this job, the employees are regularly required to walk, sit, use hands to manipulate or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk and hear; stand, and smell.
- The employee must regularly lift or move more than 100 pounds.
- The employee must be able to wear a police uniform and related equipment that can weigh up to 30 pounds.
- Specific vision abilities required by this job are close and distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
- May work in adverse weather conditions. Placed on-call for periods when off-duty.
- May work near moving mechanical parts and in high, precarious places.
- Frequently drive or be a passenger in a motor vehicle, being seated for long periods of time. Operate a motor vehicle in adverse weather conditions and operate or be a passenger in a vehicle operated at high speeds.
- The noise level in the work environment is usually moderate.

NECESSARY REQUIREMENTS

- Must pass a thorough background investigation, including but not limited to, a polygraph examination, psychological assessment and statement from a credit-reporting bureau. Applicants with a record of conviction for serious misdemeanors or felony crimes will be disqualified.
- Must be able to perform in a busy environment with frequent interruptions
- Employees are expected to follow all types of safety rules and use department provided safety equipment, to include but not limited to: seat belts, body armor (when on a uniform patrol assignment or as warranted in a plain-clothes capacity), safety glasses, ear protection etcetera.

COMMENTS:

The intent of this classification is to describe the types of job tasks and levels of responsibility and difficulty required of persons assigned to this classification title. This is not to be considered a detailed description of every duty/responsibility of the job.

The City of Black Hawk is an Equal Opportunity Employer. Pursuant to the *Immigrations Reform and Control Act*, it is the City's intention to hire only individuals who are United States citizens or those authorized to work and live in the United States.

I have read and fully understand the duties of the job description.

Sign: _____ **Date:** _____

CITY OF BLACK HAWK
2023-2024 Job Description

JOB TITLE:	Police Sergeant	DEPARTMENT:	Police Department
REPORTS TO:	Police Commander	EXEMPT:	No
SALARY RANGE: \$52.5231 - \$73.5233 / HR			

SUMMARY

The Police Sergeant is a sworn position in the Police Department with specific responsibility as a first-line supervisor.- The Sergeant provides leadership and direction to police officers and other staff as assigned.- ~~Police-The Sergeant's~~ 's-Sergeant's duties require considerable initiative and substantial judgment over ~~a wide variety of~~ of various situations. ~~The~~ Sergeants assigned to specific administrative duties such as Investigations/Training or Administrative/Records positions are still responsible for supervising patrol officers, responding to calls for service, and taking related reports in addition to their added responsibilities.

DISTINGUISHING CHARACTERISTICS

Sergeants perform sworn police duties in the prevention of crime and the enforcement of laws. Sergeants supervise and coordinate police operations relating to patrol, traffic, investigations, and special assignments.- Supervise and coordinate investigators and assigned cases in the investigations division in a rotating capacity. They also participate in the training and evaluation ~~of~~ of assigned personnel and perform ~~administrative-administrative~~-related work as required. The Police Sergeant continuously reviews policies and procedures from a risk management standpoint and ensures compliance with current state laws and court rulings.- The Police Sergeant may act ~~in the capacity of as~~ as the Operations/Administrative Commander in ~~his/het~~ their absence, ~~and considered~~ the Acting Commander with have full Operations/Administrative responsibility and accountability for the overall operations and activities within the police department.- A Sergeants duty may include any of the following:

- During their rotating assignment, the Sergeant shall assign, and monitor investigations as assigned.
- Maintain an investigative caseload as needed or assigned.
- Keep commanders informed of case assignments and progress on a regular basis.
- Provide an annual report of cases (Misdemeanor and Felony) filed with the district attorney's office to Commanders.
- Provide support and ongoing information sharing with the patrol division.
- The assigned Sergeant ensures compliance with CIRSA standards and training requirements.
- Maintain the mini-skills academy for new employees, schedule instructors, review and approve course curriculum, and insure proper training documentation.
- Serve as the Field Training Officer (FTO) Supervisor, insure FTO program has up to date training material, schedule officers in the ~~field-training~~ field-training program,

review Daily Observation reports and recommend officers advancement or completion of the FTO Program.

- ~~Serve as support for the Operations Commander during Professional Standards Investigations.~~
- Maintains training schedules and training logs for the entire department.
- Manage the firearms range and instructors.
- Coordinate multi-jurisdictional training with other departments and agencies.
- Serve as ~~the primary~~ backup administrator to the E-Force, CAD and Records Management Systems administrator, coordinate computer system maintenance, and provide general trouble shooting as needed.
- Compile statistical crime data and conduct crime analysis functions as needed.
- ~~Serve as support for Responsible for~~ CACP Accreditation and ~~managing the department's~~ department's policy and procedure manual, which includes; drafting new policies for staff review; dissemination, and new policy training.
- Conduct research as needed into new policies, procedures and current case law.
- Ensure ~~SOP's~~ SOP's are in place and up to date for all sections within the department.
- Coordinate all audits on critical processes and ensures proper reporting and retention of pursuit files and use of force.
- ~~Responsible for drafting an annual report within the department.~~
- ~~Supervise and maintain the department Facebook page and Twitter.~~
- ~~Maintain department booking surveillance system and retrieve recordings as needed.~~
- Responsible for insuring adequate staffing during patrol shifts.
- Coordinate inspections of all patrol personnel and vehicles on a regular basis.
- Primarily responsible for coaching and mentoring employees and providing on scene supervision in all patrol related activities.
- Specifically, responsible for developing programs and strategies for developing partnerships with citizens and businesses within the City.
- Develop strategies for reducing crime and maintaining communication with casinos.

SUPERVISORY RESPONSIBILITIES

Sergeants provide general supervision to both sworn officers and non-sworn civilian staff regardless of assignment.

ESSENTIAL DUTIES AND RESPONSIBILITIES FOR ALL SERGEANTS

The responsibilities and essential duties performed on a frequent and recurring basis by an incumbent in the class include the following:

- Supervise and participate in law enforcement and administrative work for assigned field or office operations.
- Assign, monitor, and evaluate work performed by assigned employees.
- Respond to ~~basic police~~ calls for service and oversee police officers in the proper handling of incidents, criminal and non-criminal.

- Respond to serious or unique calls for ~~to~~ service to oversee and instruct police officers in the proper handling of the incident.
- Oversee critical incidents and provide guidance or assistance when necessary.
- Operate a variety of tools and equipment specific to law enforcement duties to include a police radio, baton, handcuffs, handgun, various firearms and other weapons/equipment as required.
- Examine and confirm compliance with rules, procedures, and objectives by assigned personnel.
- Investigate complaints, complaints; prepare case histories, field training reports, activity reports, staff reports, and incident reports.
- Explain and follow rules, procedures, communicate Police Department goals and objectives and implement instructions.
- Conduct and participate in daily briefing training of all duty employees.
- Identify community-based policing problems and work with resident groups to gather information as to corrective measures.
- Identify operational problems and recommend solutions.
- Instruct police officers, in a variety of law enforcement subjects individually or as a group, participate in training courses and programs.
- Maintain employee management logs and progress reports; complete annual evaluations.
- Research, update, and maintain department equipment.
- Instrumental in keeping communication open, clear and concise with assigned personnel as well as immediate supervisor.
- Maintain a strict adherence to confidentiality regarding personnel issues, professional standards, investigations or the protection of crime victims.

QUALIFICATIONS

The knowledge and abilities that are required to perform the duties and responsibilities of this class are as follows:

Knowledge of:

- State, Federal and local laws, ordinances and regulations applicable to the area assigned.
- Police Department organization, policies, practices, procedures, goals and objectives, rules, regulations and equipment.
- Effective supervisory and instructional principles and techniques.
- Community-based policing practices.
- Patrol, traffic enforcement, criminal investigation and related police services.
- Laws and rules governing criminal evidence, arrest, custody, search and seizure.
- Legal codes, to include penal, vehicle, health and safety codes; civil rights and enforcement procedures.
- City and county geography.
- English usage and grammar.
- Computer applications as they relate to area assigned.

Ability to:

- Coordinate, train and supervise the work of employees for an assigned unit/work section.
- Prepare and present accurate and concise staff reports and make oral presentations.
- Analyze and recommend solutions to law enforcement problems.
- Demonstrate proper use of applicable weapons, proper patrol and investigative procedures.
- Understand and carry out oral and written instructions independently.
- Communicate effectively orally and in writing.
- Deal with complex, fast-paced and/or volatile law enforcement situations.
- Remember names, faces and details of incidents.- Meet the public with courtesy and tact.- Establish and maintain effective relationships with those contacted in the course of work.
- Exercise self-control, independent, sound judgment in evaluating situations and in emergency/hazardous situations, makes quick, effective and reasonable decisions.

Certificates:

- Must possess a valid Colorado ~~driver's~~driver's license with safe driving record.
- Must be certified as having successfully completed the basic course of an accredited police academy meeting Colorado Peace Officer Standards and Training requirements.

EXPERIENCE AND EDUCATION**Experience:**

- Current employees with two (2) years of law enforcement experience holding the rank of Black Hawk Police Officer III or Police Officer IV or equivalent experience. Applicants outside the Department must have five (5) years of progressive law enforcement experience.

Education:

- High school diploma or GED
- Possession of a Peace Officer Standards and Training Commission (POST).

PHYSICAL DEMANDS

Work is performed in a variety of locations to include on-site work at calls/incidents, in a patrol vehicle and in the Police Department. Work is performed indoors and outdoors. When work is performed outdoors, there is full exposure to the elements.

- An incumbent may perform strenuous physical activity for periods of time requiring physical strength and endurance.
- An incumbent drives a vehicle on City business, uses a computer, sits and stands for periods of time.
- Walk and run on slippery/uneven surfaces, climbs ladders and stairs.
- Walk on ledges, jumps from elevated places, kneels, crouches, twists, reaches, bends and crawls in confined spaces.

- Incumbents may perform a number of other physical tasks to include physically restraining/subduing combative individuals, using bodily force to gain entrance through barriers, drawing and firing a handgun, shotgun or other weapon, administering first aid and in an emergency, pushing, pulling, dragging and moving suspects and/or others weighing up to 100 pounds.
- While performing the duties of this job, the employee may be exposed to blood, other bodily fluids/products, communicable diseases, grease/oil, a variety of fumes or airborne particles, extreme temperatures, solvents or chemicals, electrical hazards, various weather conditions, vehicular traffic and smoke.
- Incumbents must be able to meet the physical requirements of the class and have mobility, vision, and hearing, sense of smell and dexterity levels appropriate to the duties to be performed.

NECESSARY REQUIREMENTS

- Must pass a thorough background investigation, including but not limited to, a polygraph examination, psychological assessment and statement from a credit-reporting bureau, etcetera.— Applicants with a record of conviction for serious misdemeanors or felony crimes will be disqualified.
- Must be able to perform in a busy environment with frequent interruptions.
- Employees are expected to follow all types of safety rules and use the department provided safety equipment.— To include but not limited to: seatbelts, body armor, safety glasses, and ear protection, etcetera.

COMMENTS

The intent of this classification is to describe the types of job tasks and levels of responsibility and difficulty required of persons assigned to this classification title.— This is not to be considered a detailed description of every duty/responsibility of the job.

The City of Black Hawk is an Equal Opportunity Employer.— Pursuant to the *Immigrations Reform and Control Act*, it is the City's intention to hire only individuals who are United States citizens or those authorized to work and live in the United States.

I have read and fully understand the duties of the job description.

Sign: _____ **Date:** _____

**COUNCIL BILL 36
ORDINANCE 2023-36
AN ORDINANCE
APPROVING THE FTA
SECTION 5311 OPERATING
GRANT AGREEMENT
BETWEEN THE COLORADO
DEPARTMENT OF
TRANSPORTATION,
DIVISION OF TRANSIT AND
RAIL AND THE CITY OF
BLACK HAWK dba BLACK
HAWK AND CENTRAL
CITY TRAMWAY FOR 2024
IN AN AMOUNT NOT TO
EXCEED \$116,271.00**

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

COUNCIL BILL NUMBER: CB36

ORDINANCE NUMBER: 2023-36

TITLE: AN ORDINANCE APPROVING THE FTA SECTION 5311 OPERATING GRANT AGREEMENT BETWEEN THE COLORADO DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSIT AND RAIL AND THE CITY OF BLACK HAWK dba BLACK HAWK AND CENTRAL CITY TRAMWAY FOR 2024 IN AN AMOUNT NOT TO EXCEED \$116,271.00

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

Section 1. The City of Black Hawk hereby approves the FTA Section 5311 Operating Grant Agreement between the Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk dba Black Hawk and Central City Tramway for 2024 in an amount not to exceed \$116,271.00, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

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

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

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

READ, PASSED AND ORDERED POSTED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Acceptance of 2024 FTA Section 5311 Operating Grant administered by Colorado Department of Transportation, Division of Transit and Rail, for the Black Hawk and Central City Tramway.

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

MOTION TO APPROVE Council Bill 36-2023, an Ordinance approving the FTA Section 5311 Operating Grant agreement between the Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk dba Black Hawk and Central City Tramway for 2024 in an amount not to exceed \$116,271.00.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City was successful in being awarded a FTA 5311 grant for operating the shuttle service. This grant is administered by CDOT. This grant amount is \$112,884.00 and requires a 50% match. This is the same grant program we have been fortunate to receive since 2018. This grant is used to offset some of the operating costs incurred with our contract operator MV Transportation Inc.

AGENDA DATE: December 13, 2023

WORKSHOP DATE: December 13, 2023

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

STAFF PERSON RESPONSIBLE: Thomas Isbester

DOCUMENTS ATTACHED: Grant Agreement

RECORD: []Yes []No

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

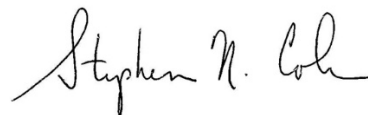
CITY ATTORNEY REVIEW: []Yes []N/A

SUBMITTED BY:



Thomas Isbester, Public Works Director

REVIEWED BY:



Stephen N. Cole, City Manager

STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

State Agency Department of Transportation	Agreement Number / PO Number 24-HTR-ZL-00117 / 491003377
Subrecipient CITY OF BLACK HAWK	Agreement Performance Beginning Date The later of the Effective Date or January 01, 2024
Subaward Agreement Amount	Initial Agreement Expiration Date December 31, 2024
Federal Funds Maximum Amount (50%) \$116,271.00	Fund Expenditure End Date December 31, 2024
Local Funds Local Match Amount (50%) \$116,271.00	Agreement Authority Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149.
Agreement Total \$232,542.00	
Agreement Purpose In accordance with 49 USC §5311, the purpose of this Agreement is to provide capital, planning, and operating assistance to states to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. The work to be completed under this Agreement by the Subrecipient is more specifically described in Exhibit A.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work and Budget. 2. Exhibit B – Sample Option Letter. 3. Exhibit C – Federal Provisions. 4. Exhibit D – Required Federal Contract/Agreement Clauses. 5. Exhibit E – Verification of Payment. <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Exhibit C – Federal Provisions. 2. Exhibit D – Required Federal Contract/Agreement Clauses. 3. Colorado Special Provisions in §17 of the main body of this Agreement. 4. The provisions of the other sections of the main body of this Agreement. 5. Exhibit A – Statement of Work and Budget. 6. Executed Option Letters (if any). 	
Principal Representatives <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> For the State: Robin Rocke Division of Transit and Rail Colorado Dept. of Transportation 2829 W. Howard Place Denver, CO 80204 robin.rocke@state.co.us </div> <div style="width: 45%;"> For Subrecipient: Tom Isbester CITY OF BLACK HAWK PO BOX 68 BLACK HAWK, CO 80422 tisbester@cityofblackhawk.org </div> </div>	

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p align="center">SUBRECIPIENT CITY OF BLACK HAWK</p> <p>DocuSigned by: <i>Thomas Isbester</i> A3F041E3998C445...</p> <p>By: _____ Name: <u>Thomas Isbester</u> Title: <u>Public Works Director</u> Date: <u>10/25/2023</u></p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshanna Misner, Executive Director</p> <p>DocuSigned by: <i>Keith Stefanik</i> 63C1F827D40E4B3...</p> <p>By: _____ Name: <u>Keith Stefanik</u> Title: <u>Chief Engineer</u> Date: <u>10/25/2023</u></p>
<p align="center">2nd State or Subrecipient Signature if needed</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p align="center">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p align="center">N/A</p> <p>By: Assistant Attorney General</p> <p>Date: _____</p>
<p align="center">In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Lori Copelana</i> BDA801C5CFAC478...</p> <p align="center">By: Department of Transportation</p> <p align="center">Effective Date: <u>10/25/2023</u></p>	

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1. PARTIES

This Agreement is entered into by and between Subrecipient named on the Cover Page for this Agreement (the “Subrecipient”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Subrecipient and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Subrecipient of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Subrecipient shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Subrecipient an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Subrecipient for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Subrecipient which are directly attributable to the uncompleted portion of Subrecipient's obligations, provided that the sum of any and all reimbursement shall not exceed the Subaward Maximum Amount payable to Subrecipient hereunder.

F. Subrecipient's Termination Under Federal Requirements

Subrecipient may request termination of this Agreement by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Agreement is terminated in this manner, then Subrecipient shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Subrecipient is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit A.
- E. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- G. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.

- H. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- I. **“End of Term Extension”** means the time period defined in **§2.D**.
- J. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. **“Extension Term”** means the time period defined in **§2.C**.
- L. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program.
- M. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. Federal Transit Administration (FTA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- N. **“FTA”** means Federal Transit Administration.
- O. **“Goods”** means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.
- P. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- Q. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- R. **“Initial Term”** means the time period defined in **§2.B**.
- S. **“Master Agreement”** means the FTA Master Agreement document incorporated by reference and made part of FTA’s standard terms and conditions governing the administration of a project supported with federal assistance awarded by FTA.
- T. **“Matching Funds”** (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.
- U. **“Party”** means the State or Subrecipient, and “Parties” means both the State and Subrecipient.
- V. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- W. **“Recipient”** means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.
- X. **“Services”** means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- Y. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include but is not limited to PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party

who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- Z. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- AA. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- BB. **“State Records”** means any and all State data, information, and records regardless of physical form.
- CC. **“Subaward Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- DD. **“Subcontractor”** means any third party engaged by Subrecipient to aid in performance of the Work. “Subcontractor” also includes sub-recipients of Grant Funds.
- EE. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Contractor is a Subrecipient.
- FF. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- GG. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- HH. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK AND BUDGET

Subrecipient shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Subrecipient for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO SUBRECIPIENT

A. Subaward Maximum Amount

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as “Federal Funds Maximum Amount”.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Subrecipient shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Subrecipient and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Subrecipient shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Subrecipient shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Subrecipient disputes any calculation, determination or amount of any payment, Subrecipient shall notify the State in writing of its dispute within 30 days following the earlier to occur of Subrecipient's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Subrecipient and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Subrecipient beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Subrecipient shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

D. Reimbursement of Subrecipient Costs

- i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of §5, this Agreement, and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the

- Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.
- ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.
 - iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:
 - a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
 - b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).
 - iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Subrecipient shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Subrecipient shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Subrecipient's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement due to Subrecipient's failure to submit required documentation, then Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Subrecipient is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Subrecipient shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance

allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. SUBRECIPIENT RECORDS

A. Maintenance

Subrecipient shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Subrecipient in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Subrecipient shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Subrecipient Records during the Record Retention Period. Subrecipient shall make Subrecipient Records available during normal business hours at Subrecipient's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

D. Final Audit Report

Subrecipient shall promptly submit to the State a copy of any final audit report of an audit performed on Subrecipient's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Subrecipient or a third party. Additionally, if Subrecipient is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Subrecipient shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of the Agreement.

B. Other Entity Access and Nondisclosure Agreements

Subrecipient may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement.

Subrecipient shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Subrecipient shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Subrecipient shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Subrecipient shall provide the State with access, subject to Subrecipient's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Subrecipient becomes aware of any Incident, Subrecipient shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Subrecipient can establish that Subrecipient and its agents, employees, and Subcontractors are not the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Subrecipient shall make all modifications as directed by the State. If Subrecipient cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Subrecipient shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Subrecipient's sole expense, require Subrecipient to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Subrecipient shall provide the State with the results of such audit and evidence of Subrecipient's planned remediation in response to any negative findings.

E. Data Protection and Handling

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Subrecipient or any of its Subcontractors will or may receive PII under this Agreement, Subrecipient shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Subrecipient shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Subrecipient under this Agreement. Such a conflict of interest would arise when a Subrecipient or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Subrecipient acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict has arisen, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

- D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.**

10. INSURANCE

Subrecipient shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Subrecipient or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Subrecipient and Subcontractors.

E. Primacy of Coverage

Coverage required of Subrecipient and each Subcontractor shall be primary over any insurance or self-insurance program carried by Subrecipient or the State.

F. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Subrecipient and

Subrecipient shall forward such notice to the State in accordance with **§14** within seven days of Subrecipient's receipt of such notice.

G. Subrogation Waiver

All insurance policies secured or maintained by Subrecipient or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Subrecipient shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Subrecipient shall ensure that the Subcontractor maintain at all times during the terms of this Subrecipient, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. Certificates

For each insurance plan provided by Subrecipient under this Agreement, Subrecipient shall provide to the State certificates evidencing Subrecipient's insurance coverage required in this Agreement prior to the Effective Date. Subrecipient shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Subrecipient's subcontract is not in effect as of the Effective Date, Subrecipient shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Subrecipient's execution of the subcontract. No later than 15 days before the expiration date of Subrecipient's or any Subcontractor's coverage, Subrecipient shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Subrecipient shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Subrecipient is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Subrecipient is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Subrecipient shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Subrecipient shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Subrecipient shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Subrecipient shall assign to the State all of Subrecipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Subrecipient shall take timely, reasonable and necessary action to protect and preserve property in the possession of Subrecipient but in which the State has an interest. At the State's request, Subrecipient shall return materials owned by the State in Subrecipient's possession at the time of any termination. Subrecipient shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Subrecipient shall remain liable to the State for any damages sustained by the State in connection with any breach by Subrecipient, and the State may withhold payment to Subrecipient for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Subrecipient is determined. The State may withhold any amount that may be due Subrecipient as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Subrecipient's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Subrecipient to an adjustment in price or cost or an adjustment in the performance schedule. Subrecipient shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Subrecipient after the suspension of performance.

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Subrecipient's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Subrecipient's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Subrecipient shall, as approved by the State (i) secure that right to use such Work for the State and Subrecipient;

(ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Subrecipient's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Subrecipient, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Subrecipient for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Subrecipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Subrecipient pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination

of this Agreement for any reason, Subrecipient shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Subrecipient

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Subrecipient under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Subrecipient's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Subrecipient's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§16.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Subrecipient's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Subrecipient. Subrecipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Subrecipient may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Subrecipient shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Subrecipient's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

i. Subrecipient shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or

Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

- ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Federal Provisions

Subrecipient shall comply with all applicable requirements of Exhibits C and D at all times during the term of this Agreement.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Subrecipient shall perform its duties hereunder as an independent contractor and not as an employee. Neither Subrecipient nor any agent or employee of Subrecipient shall be deemed to be an agent or employee of the State. Subrecipient shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Subrecipient and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Subrecipient or any of its agents or employees. Subrecipient shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Subrecipient shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Subrecipient shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Subrecipient harmless; requires the State to agree to binding arbitration; limits Subrecipient's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Subrecipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Subrecipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Subrecipient's services and Subrecipient shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Subrecipient certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the

Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

EXHIBIT A, STATEMENT OF WORK AND BUDGET

Project Description*		2024-5311: Operating						
Federal Awarding Agency					Federal Transit Administration (FTA)			
Federal Regional Contact					Cindy Terwilliger			
Federal Award Date**					To Be Determined			
Project End Date					December 31, 2024			
FAIN**		To Be Determined			CFDA#		20.509	
CFDA Title		Formula Grants for Rural Areas Program						
Subrecipient		Black Hawk, City of			UEID #		NZ3ZU3CCPAY6	
Contact Name		Tom Isbester			Vendor #		2000406	
Address		PO Box 68 Black Hawk, CO 80422-0068			Phone #		(303) 582-1324	
Email		tisbester@cityofblackhawk.org			Indirect Rate		N/A	
Total Project Budget							\$232,542.00	
Budget	WBS***		ALI	Federal Funds		Local Funds		Total
Operating	23-11-4043.BHWK.300		30.09.01	50%	\$116,271.00	50%	\$116,271.00	\$232,542.00
Total Project Amount Encumbered via this Subaward Agreement							\$232,542.00	

*This is not a research and development grant.

**The Federal Award Date and FAIN are not available at the time of execution of this Subaward Agreement. This information will be maintained in COTRAMS, CDOT's transit awards management system, and will be available upon request.

*** The WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.

A. Project Description

City of Black Hawk shall maintain the existence of public transportation services through the following goals:

1. Enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs;
2. Assist in the maintenance, development, improvement and use of public transportation in their Transportation Planning Region (TPR);
3. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and
4. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

This funding is provided to support the services described above for calendar year 2024 (January 1 – December 31).

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Reimbursement Request in COTRAMS	2/14/2024
Submit Progress Reports to GU Manager	4/28/2024
Submit Final Reimbursement Request in COTRAMS	8/16/2024
IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Subaward Agreement: December 31, 2024.	

2. Performance will be reviewed throughout the duration of this Subaward Agreement. City of Black Hawk shall report to the CDOT Project Manager whenever one or more of the following occurs:
 - a. Budget or schedule changes;
 - b. Scheduled milestone or completion dates are not met;
 - c. Identification of problem areas and how the problems will be resolved; and/or
 - d. Expected impacts and the efforts to recover from delays.
3. City of Black Hawk will report on performance using the Program Measure Report in COTRAMS:
 - a. Performance measures established for the FTA Section 5311 Program (*Funds Expended, Fare Revenues, Sources of Expended Funds, Service Data, and Volunteer Resources*) will be tracked and reported on by City of Black Hawk.
4. Performance will be reviewed based on:
 - a. Completion of quarterly 5311 Program Measure Reports in COTRAMS, and
 - b. Completion of the annual National Transit Database (NTD) Report.
5. 5311 Program Measure Reports will be submitted in COTRAMS by City of Black Hawk on or before the following due dates:
 - a. Quarter 1 due April 28th;
 - b. Quarter 2 due July 28th;
 - c. Quarter 3 due October 28th; and
 - d. Annual Report, including Quarter 4, due January 28th.
6. City of Black Hawk will assist CDOT with Disadvantaged Business Enterprise (DBE) reporting to FTA by using the biannual FTA DBE Report in COTRAMS to report:
 - a. Contracts awarded, payments made, and contracts completed between City of Black Hawk and prime contractors; and
 - b. Contracts awarded, payments made, and contracts completed between City of Black Hawk's prime contractors and their subcontractors.
7. DBE Program Measure Reports will be submitted in COTRAMS by City of Black Hawk on or before the following due dates:
 - a. Quarter 4 – Quarter 1 (for October 1 – March 31) due April 28th; and
 - b. Quarter 2 – Quarter 3 (for April 1 – September 30) due October 28th.

C. Project Budget

1. The Total Project Budget is \$232,542.00. CDOT will pay no more than 50% of the eligible, actual operating costs, up to the maximum amount of \$116,271.00. CDOT will retain any remaining balance of the federal share of FTA-5311 Funds. City of Black Hawk shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from Federal Funds for the federal share of eligible, actual costs. For CDOT accounting purposes, the Federal Funds of \$116,271.00 (50%) and matching Local Funds of \$116,271.00 (50%) for operating costs, will be encumbered for this Subaward Agreement.

2. No refund or reduction of the amount of City of Black Hawk's share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.
3. City of Black Hawk may use eligible federal funds for the Local Funds share, but those funds cannot be from other Federal Department of Transportation (DOT) programs. City of Black Hawk's share, together with the Federal Funds share, must be enough to ensure payment of Total Project Budget.
4. Per the terms of this Subaward Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer Federal Funds for this Project under the terms of this Subaward Agreement, provided that the federal share of FTA funds to be administered by CDOT are made available and remain available. City of Black Hawk shall initiate and prosecute to completion all actions necessary to enable City of Black Hawk to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Allowable Costs

1. City of Black Hawk shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.475; FTA C 5010.1E Chapter VI: Financial Management; Master Agreement, Section 6 "Non-Federal Share;" and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously, shall also be considered.
2. City of Black Hawk's operating expenses are those costs directly related to system operations. City of Black Hawk at a minimum, should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.
3. If City of Black Hawk elects to take administrative assistance, eligible costs may include but are not limited to: general administrative expenses (e.g., salaries of the project director, secretary, and bookkeeper); marketing expenses; insurance premiums or payments to a self-insurance reserve; office supplies; facilities and equipment rental; standard overhead rates; and the costs of administering drug and alcohol testing. Additionally, administrative costs for promoting and coordinating ridesharing are eligible as project administration if the activity is part of a coordinated public transportation program.

E. Reimbursement Eligibility

1. City of Black Hawk must submit invoice(s) monthly via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance (January 1 – December 31) of this Subaward Agreement.
2. Reimbursement requests must be within the limits of Section D., Allowable Costs, of this Subaward Agreement. City of Black Hawk will be reimbursed based on the ratio of Federal Funds share and Local Funds share set forth in the Project Budget above.
3. City of Black Hawk must submit the final invoice within sixty (60) calendar days of December 31, 2024, and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) days of issuance of the final reimbursement payment.

F. Training

In an effort to enhance transit safety, City of Black Hawk and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Black Hawk shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and people with disabilities.

G. Restrictions on Lobbying

City of Black Hawk is certifying that it complies with 2 CFR 200.450 by entering into this Subaward Agreement.

H. Special Conditions

1. City of Black Hawk will comply with all requirements imposed by CDOT on City of Black Hawk so that the federal award is used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.
2. City of Black Hawk must permit CDOT and their auditors to have access to City of Black Hawk's records and financial statements as necessary, with reasonable advance notice.
3. Record retention shall adhere to the requirements outlined in 2 CFR 200.333 and FTA C 5010.1E.
4. City of Black Hawk cannot request reimbursement for costs on this project from more than one Federal Awarding Agency or other federal awards (i.e., no duplicate billing).
5. City of Black Hawk must obtain prior CDOT approval, in writing, if FTA funds are intended to be used for payment of a lease or for third-party contracts.
6. If receiving FTA 5311 funding, City of Black Hawk shall advertise its fixed route and/or rural based service as available to the general public and service will not be explicitly limited by trip purpose or client type.
7. If receiving FTA 5311 funding, City of Black Hawk shall maintain and report annually all information required by NTD and any other financial, fleet, or service data.
8. If receiving FTA 5311 or 5339 funding, City of Black Hawk will ensure subcontractors and subrecipients comply with FTA Drug and Alcohol Regulations.
9. City of Black Hawk will comply with the Federal Transit Administration (FTA) Drug and Alcohol Regulations, to include on time submission to FTA's Drug and Alcohol Management Information System (DAMIS).
10. City of Black Hawk shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.
11. City of Black Hawk shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients." The Party shall also facilitate FTA's compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients."
12. City of Black Hawk will provide transportation services to persons with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
13. City of Black Hawk shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA Subrecipients.
14. City of Black Hawk shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid,

City of Black Hawk shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

15. City of Black Hawk shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.
16. City of Black Hawk shall update its Agency Profile in COTRAMS with any alterations to existing construction or any new construction in accordance with FTA Circular 4710.1.
17. If applicable, City of Black Hawk will adopt a Transit Asset Management Plan that complies with regulations implementing 49 U.S.C. § 5326(d).
18. City of Black Hawk shall include nondiscrimination language and the Disadvantaged Business Enterprise (DBE) assurance in all contracts and solicitations in accordance with DBE regulations, 49 CFR part 26 and CDOT's DBE program.
19. Meal delivery must not conflict with providing public transportation service or reduce service to public transportation passengers.

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Subrecipient Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract
Subaward Agreement Amount Federal Funds Maximum Amount (%) \$0.00 Local Funds Local Match Amount (%) \$0.00 Agreement Total \$0.00	Option Agreement Number Insert CMS number or Other Contract Number of this Option Agreement Performance Beginning Date The later of the Effective Date or Month, Day, Year Current Agreement Expiration Date Month, Day, Year

1. OPTIONS:

A. Option to extend for an Extension Term or End of Term Extension.

2. REQUIRED PROVISIONS:

A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

3. OPTION EFFECTIVE DATE:

A. The effective date of this Option Letter is upon approval of the State Controller or ____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Option Letter Effective Date: _____
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EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with federal statutes, Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.
 - 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with

respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. “Unique Entity ID Number” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information in SAM.gov at least annually.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS. [INTENTIONALLY DELETED]

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
- 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.

- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Contract with the Enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT D, REQUIRED FEDERAL CONTRACT/AGREEMENT CLAUSES**Section 3(I) – No Federal government obligations to third-parties by use of a disclaimer**

No Federal/State Government Commitment or Liability to Third Parties. Except as the Federal Government or CDOT expressly consents in writing, the Subrecipient agrees that:

- (1) The Federal Government or CDOT does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third party Participant at any tier, or to any other person or entity that is not a party (FTA, CDOT or the Subrecipient) to the underlying Agreement, and
- (2) Notwithstanding that the Federal Government or CDOT may have concurred in or approved any Solicitation or Third party Agreement at any tier that may affect the underlying Agreement, the Federal Government and CDOT does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA, CDOT, or the Subrecipient) to the underlying Agreement.

Section 4(f) – Program fraud and false or fraudulent statements and related acts

False or Fraudulent Statements or Claims.

- (1) Civil Fraud. The Subrecipient acknowledges and agrees that:
 - (a) Federal laws, regulations, and requirements apply to itself and its Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31.
 - (b) By executing the Agreement, the Subrecipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Subrecipient provides to the Federal Government and CDOT.
 - (c) The Federal Government and CDOT may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Subrecipient presents, submits, or makes available any false, fictitious, or fraudulent information.
- (2) Criminal Fraud. The Subrecipient acknowledges that 49 U.S.C. § 5323(I)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Subrecipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

Section 9. Record Retention and Access to Sites of Performance.

- (a) Types of Records. The Subrecipient agrees that it will retain, and will require its Third party Participants to retain, complete and readily accessible records related in whole or in part to the underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (b). Retention Period. The Subrecipient agrees to comply with the record retention requirements in the applicable U.S. OT Common Rule. Records pertaining to its Award, the accompanying underlying Agreement, and any Amendments thereto must be retained from the day the underlying Agreement was signed by the authorized FTA (or State) official through the course of the Award, the accompanying Agreement, and any Amendments thereto until three years after the Subrecipient has submitted its last or final expenditure report, and other pending matters are closed.
- (c) Access to Recipient and Third party Participant Records. The Subrecipient agrees and assures that each Subrecipient, if any, will agree to:
 - (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary’s duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General’s duly authorized representatives, and to the Subrecipient and each of its Subrecipients,
 - (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Subrecipient or Third party Participant within books, records, accounts, or other locations, and
 - (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.
- (d) Access to the Sites of Performance. The Subrecipient agrees to permit, and to require its Third party Participants to permit, FTA and CDOT to have access to the sites of performance of its Award, the accompanying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with State and the U.S. DOT Common Rules.
- (e) Closeout. Closeout of the Award does not alter the record retention or access requirements of this section of the Master Agreement.

3(G) – Federal Changes

Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance.

The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient's Agreement or this Master Agreement. At the time the FTA Authorized Official (or CDOT) awards federal assistance to the Subrecipient in support of the Agreement, the federal requirements and guidance that apply then may be modified from time to time and will apply to the Subrecipient or the accompanying Agreement, except as FTA determines otherwise in writing.

12 – Civil Rights

(c) Nondiscrimination – Title VI of the Civil Rights Act. The Subrecipient agrees to, and assures that each Third party Participant, will:

- (1) Prohibit discrimination on the basis of race, color, or national origin,
- (2) Comply with:
 - (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.;
 - (ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21; and
 - (iii) Federal transit law, specifically 49 U.S.C. § 5332; and
- (3) Follow:
 - (i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance;
 - (ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR § 50.3; and
 - (iii) All other applicable federal guidance that may be issued.

(d) Equal Employment Opportunity.

- (1) Federal Requirements and Guidance. The Subrecipient agrees to, and assures that each Third Party Participant will prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
 - (i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.;
 - (ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
 - (iii) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;
 - (iv) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of the Master Agreement;
 - (v) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and
 - (vi) Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
- (2). Specifics. The Subrecipient agrees to, and assures that each Third Party Participant will:
 - (i) Affirmative Action. Take affirmative action that includes, but is not limited to:
 - (A) Recruitment advertising, recruitment, and employment;
 - (B) Rates of pay and other forms of compensation;
 - (C) Selection for training, including apprenticeship, and upgrading; and
 - (D) Transfers, demotions, layoffs, and terminations; but
 - (ii) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and
- (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
 - (i) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60; and
 - (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

(h) Nondiscrimination on the Basis of Disability. The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:

- (1) Federal laws, including:

- (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities;
 - (ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
 - (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
 - (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
 - (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
 - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations and guidance, including:
- (i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37;
 - (ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR part 27;
 - (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR part 1192 and 49 CFR part 38;
 - (iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR part 39;
 - (v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR part 35;
 - (vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR part 36;
 - (vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR part 1630;
 - (viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR part 64, Subpart F;
 - (ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR part 1194;
 - (x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR part 609;
 - (x) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
 - (xi) Other applicable federal civil rights and nondiscrimination regulations and guidance.

Incorporation of FTA Terms – 16.a.

(a) Federal Laws, Regulations, Requirements, and Guidance. The Subrecipient agrees:

- (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;
- (2) To comply with the applicable U.S. DOT Common Rules; and
- (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

Energy Conservation – 26.j

- (a) Energy Conservation. The Subrecipient agrees to, and assures that its Subrecipients, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 CFR part 622, subpart C.

Applicable to Awards exceeding \$10,000

Section 11. Right of the Federal Government to Terminate.

- (a) Justification. After providing written notice to the Subrecipient, the Subrecipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
- (1) The Subrecipient has failed to make reasonable progress implementing the Award;
 - (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or
 - (3) The Subrecipient has violated the terms of the Agreement, especially if that violation would endanger substantial performance of the Agreement.
- (b) Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that the obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Subrecipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Agreement, and require the Subrecipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- (c) Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with “no year” funds can receive FTA assistance to the extent FTA deems appropriate.

Applicable to Awards exceeding \$25,000

From Section 4. Ethics.

- (a) Debarment and Suspension. The Subrecipient agrees to the following:
- (1) It will comply with the following requirements of 2 CFR part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR part 1200.
 - (2) It will not enter into any “covered transaction” (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Third Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by-
 - (i) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200;
 - (ii) U.S. OMB regulatory guidance, “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 CFR part 180; and
 - (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Subrecipients or Third Party Participants.
 - (3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 CFR part 1200.
 - (4) It will that its Third Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
 - (5) If the Subrecipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Subrecipient will provide immediate written notice to the:
 - (i) FTA Regional Counsel for the Region in which the Subrecipient is located or implements the underlying Agreement,
 - (ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
 - (iii) FTA Chief Counsel.

Applicable to Awards exceeding the simplified acquisition threshold (\$100,000-see Note)

Note: Applicable when tangible property or construction will be acquired

Section 15. Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Subrecipient agrees to comply with FTA’s U.S. domestic preference requirements and follow federal guidance, including:

Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, “Buy America Requirements,” 49 CFR part 661, to the extent consistent with 49 U.S.C. § 5323(j).

Section 39. Disputes, Breaches, Defaults, and Litigation.

- (a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving the Award, the accompanying underlying Agreement, and any Amendments thereto

including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

- (b) Notification to FTA; *Flow Down Requirement*. If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Subrecipient is located. The Subrecipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
 - (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
 - (3) *Additional Notice to U.S. DOT Inspector General*. The Subrecipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Subrecipient is located, if the Subrecipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Subrecipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Subrecipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Subrecipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Subrecipient, including divisions tasked with law enforcement or investigatory functions.
- (c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Agreement. Notwithstanding the preceding sentence, the Subrecipient may return all liquidated damages it receives to its Award Budget for its Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Subrecipient receives FTA’s prior written concurrence.
- (d) Enforcement. The Subrecipient must pursue its legal rights and remedies available under any third party agreement, or any federal, state, or local law or regulation.

Applicable to Awards exceeding \$100,000 by Statute

From Section 4. Ethics.

- a. Lobbying Restrictions. The Subrecipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the underlying Agreement, including any extension or modification, according to the following:
 - (1) Laws, Regulations, Requirements, and Guidance. This includes:
 - (i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
 - (ii) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
 - (iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and
 - (2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Subrecipient’s or Subrecipient’s proper official channels.

Section 26. Environmental Protections – Clean Air and Clean Water

- (d) Other Environmental Federal Laws. The Subrecipient agrees to comply or facilitate compliance, and assures that its Third Party Participants will comply or facilitate compliance, with all applicable federal laws,

regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

Applicable with the Transfer of Property or Persons

Section 15. Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Subrecipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

- (a) Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR part 661, to the extent consistent with 49 U.S.C. § 5323(j);
- (c) Cargo Preference. Preference – Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR part 381; and
- (d) Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 CFR §§ 301-10.131 – 301-10.143.

Applicable to Construction Activities

Section 24. Employee Protections.

- a. Awards Involving Construction. The Subrecipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the underlying Agreement, including the:
 - (1) Prevailing Wage Requirements of:
 - (i) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
 - (ii) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
 - (iii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
 - (2) Wage and Hour Requirements of:
 - (i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and
 - (ii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
 - (3) "Anti-Kickback" Prohibitions of:
 - (i) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
 - (ii) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and
 - (iii) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR part 3.
 - (4) Construction Site Safety of:
 - (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and
 - (ii) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR part 1904; "Occupational Safety and Health Standards," 29 CFR part 1910; and "Safety and Health Regulations for Construction," 29 CFR part 1926.

From Section 16

- (n) Bonding. The Subrecipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:

- (1) Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.
- (2) Activities Not Involving Construction. For each Project or related activities implementing the Agreement not involving construction, the Subrecipient will not impose excessive bonding and will follow FTA guidance.

From Section 23

- (b) Seismic Safety. The Subrecipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 et seq., and U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically, 49 CFR § 41.117.

Section 12 Civil Rights D(3)

Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:

- (i.) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR chapter 60, and
- (ii) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

Applicable to Nonconstruction Activities

From Section 24. Employee Protections

- (b) Awards Not Involving Construction. The Subrecipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR part 5.

Applicable to Transit Operations

- a. Public Transportation Employee Protective Arrangements. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Subrecipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
 - (1) U.S. DOL Certification. When its Awarded, the accompanying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Subrecipient agrees that the certification issued by U.S. DOL is a condition of the underlying Agreement and that the Subrecipient must comply with its terms and conditions.
 - (2) Special Warranty. When its Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Subrecipient agrees that its U.S. DOL Special Warranty is a condition of the underlying Agreement and the Subrecipient must comply with its terms and conditions.
 - (3) Special Arrangements for Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Subrecipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subagreement participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Section 28. Charter Service.

- (a) **Prohibitions.** The Recipient agrees that neither it nor any Third Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, “Charter Service,” 49 CFR part 604, any other Federal Charter Service regulations, federal requirements, or federal guidance.
- (b) **Exceptions.** Apart from exceptions to the Charter Service restrictions in FTA’s Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - (1) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Subrecipient uses that federal assistance for FTA program purposes only, and
 - (2) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Subrecipient uses that federal assistance for program purposes only.
- (c) **Violations.** If it or any Third Party Participant engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA’s Charter Service regulations, 49 CFR part 604, appendix D, or barring it or the Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

Section 29. School Bus Operations.

- (a) **Prohibitions.** The Subrecipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, “School Bus Operations,” 49 CFR part 605, and any other applicable federal “School Bus Operations” laws, regulations, federal requirements, or applicable federal guidance.
- (b) **Violations.** If a Subrecipient or any Third Party Participant has operated school bus service in violation of FTA’s School Bus laws, regulations, or requirements, FTA may require the Subrecipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Subrecipient or Third Party Participant from receiving federal transit assistance.

From Section 35 Substance Abuse

c. Alcohol Misuse and Prohibited Drug Use.

- (1) **Requirements.** The Subrecipient agrees to comply and assures that its Third Party Participants will comply with:
 - (i) Federal transit laws, specifically 49 U.S.C. § 5331;
 - (ii) FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655; and
 - (iii) Applicable provisions of U.S. DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 CFR part 40.
- (2) **Remedies for Non-Compliance.** The Subrecipient agrees that if FTA determines that the Subrecipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 CFR part 655, the Federal Transit Administrator may bar that Subrecipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

Applicable to Planning, Research, Development, and Documentation Projects

Section 17. Patent Rights.

- a. **General.** The Subrecipient agrees that:
 - (1) Depending on the nature of the Agreement, the Federal Government may acquire patent rights when the Subrecipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery;
 - (2) The Federal Government’s rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the underlying Agreement; or
 - (3) When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of this Master Agreement, the Subrecipient will notify FTA immediately and provide a detailed report satisfactory to FTA.
- b. **Federal Rights.** The Subrecipient agrees that:

- (1) Its rights and responsibilities, and each Third Party Participant's rights and responsibilities, in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof, and
 - (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Subrecipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200 et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR part 401.
- c. **License Fees and Royalties.** Consistent with the applicable U.S. DOT Common Rules, the Subrecipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Agreement are program income and must be used in compliance with applicable federal requirements.

Section 18. Rights in Data and Copyrights.

- (a) *Definition of "Subject Data."* As used in this section, "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Agreement. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the underlying Agreement.
- (b) *General Federal Restrictions.* The following restrictions apply to all subject data first produced in the performance of the Agreement:
 - (1) *Prohibitions.* The Subrecipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
 - (2) *Exceptions.* The prohibitions do not apply to publications or reproductions for the Subrecipient's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.
- (c) *Federal Rights in Data and Copyrights.* The Subrecipient agrees that:
 - (1) *General.* It must provide a license to its "subject data" to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes, and
 - (2) *U.S. DOT Public Access Plan – Copyright License.* The Subrecipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Subrecipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.
- (d) *Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs.* In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Subrecipient and its Third Party Participants. Therefore, the Subrecipient agrees that:
 - (1) *Publicly Available Report.* When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Agreement that FTA may publish or make available for publication on the Internet.
 - (2) *Other Reports.* It must provide other reports related to the Award that FTA may request.
 - (3) *Availability of Subject Data.* FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third Party Participant at any tier, except as the Federal Government determines otherwise in writing.
 - (4) *Identification of Information.* It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
 - (5) *Incomplete.* If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes "subject data" and must be delivered as the Federal Government may direct.

- (6) *Exception.* This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Subrecipient's use and acquired with FTA capital program assistance.
- (e) *License Fees and Royalties.* Consistent with the applicable U.S. DOT Common Rules, the Subrecipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Agreement are program income and must be used in compliance with federal applicable requirements.
- (f) *Hold Harmless.* Upon request by the Federal Government, the Subrecipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Subrecipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.
- (g) *Restrictions on Access to Patent Rights.* Nothing in this section of this Master Agreement (FTA MA(23)) pertaining to rights in data either implies a license to the Federal Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (h) *Data Developed Without Federal Assistance or Support.* The Subrecipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Subrecipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."
- (i) *Requirements to Release Data.* The Subrecipient understands and agrees that the Federal Government may be required to release data and information the Subrecipient submits to the Federal Government as required under:
- (1). The Freedom of Information Act (FOIA), 5 U.S.C. § 552,
 - (2) The U.S. DOT Common Rules,
 - (3) U.S. DOT Public Access Plan, which provides that the Subrecipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at: <http://ntl.bts.gov/publicaccess/howtocomply.html>, or
 - (4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Agreement, and any Amendments thereto.

Miscellaneous Special Requirements

From Section 12. Civil Rights.

- (e) *Disadvantaged Business Enterprise.* To the extent authorized by applicable federal laws, regulations, or requirements, the Subrecipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Agreement as follows:
- (1) *Statutory and Regulatory Requirements.* The Subrecipient agrees to comply with:
 - (i) Section 11101(e) of IIIA;
 - (ii) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR part 26; and
 - (iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.
 - (2) *DBE Program Requirements.* A Subrecipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 the requirements of 49 CFR part 26.
 - (3) *Special Requirements for a Transit Vehicle Manufacturer (TVM).* The Subrecipient agrees that:
 - (i) *TVM Certification.* Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR part 26; and
 - (ii) *Reporting TVM Awards.* Within 30 days of any third party contract award for a vehicle purchase, the Subrecipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award

management system. The Subrecipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.

- (4) *Assurance*. As required by 49 CFR § 26.13(a):
- (i) *Recipient Assurance*. The Subrecipient agrees and assures that:
 - (A) It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR part 26;
 - (B) It must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
 - (C) Its DBE program, as required under 49 CFR part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and
 - (D) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
 - (ii) *Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance*. The Subrecipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
 - (A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR part 26;
 - (B) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;
 - (C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of subparagraph 12.e(4)(b) (of FTA MA(23)) is a material breach of their subagreement, third party contract, or third party subcontract, as applicable; and
 - (D) The following remedies, or such other remedy as the Subrecipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.
- (5) *Remedies*. Upon notification to the Subrecipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 CFR part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

From Section 12. Civil Rights.

- (h) *Nondiscrimination on the Basis of Disability*. The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
- (1) Federal laws, including:
 - (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities;
 - (ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply, but
 - (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
 - (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
 - (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
 - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
 - (2) Federal regulations and guidance, including:
 - (i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37;

- (ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR part 27;
- (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR part 1192 and 49 CFR part 38;
- (iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR part 39;
- (v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR part 35;
- (vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR part 36;
- (vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR part 1630;
- (viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR part 64, Subpart F;
- (ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR part 1194;
- (x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR part 609,
- (xi) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
- (xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

Section 16. Procurement.

- (a) *Federal Laws, Regulations, Requirements, and Guidance.* The Subrecipient agrees:
 - (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;
 - (2) To comply with the applicable U.S. DOT Common Rules; and
 - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

State Requirements

Section 37. Special Notification Requirements for States.

- (a) *Types of Information.* To the extent required under federal law, the State, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- (b) *Documents.* The State agrees to provide the information required under this provision in the following documents:
 - (1) applications for federal assistance, (2) requests for proposals, or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

EXHIBIT E, VERIFICATION OF PAYMENT

This checklist is to assist the Subrecipient in preparation of its billing packets to State. This checklist is provided as guidance and is subject to change by State. State shall provide notice of any such changes to Subrecipient. All items may not apply to your particular entity. State's goal is to reimburse Subrecipients as quickly as possible and a well organized and complete billing packet helps to expedite payment.

☐ **Verification of Payment –**

- ✓ General Ledger Report must have the following:
 - Identify check number or EFT number;
 - If no check number is available, submit Accounts Payable Distribution report with the General Ledger;
 - In-Kind (must be pre-approved by State) and/or cash match;
 - Date of the report;
 - Accounting period;
 - Current period transactions; and
 - Account coding for all incurred expenditures.
- ✓ If no General Ledger Report, all of the following are acceptable:
 - copies of checks;
 - check registers; and
 - paycheck stub showing payment number, the amount paid, the check number or electronic funds transfer (EFT), and the date paid.
- ✓ State needs to ensure that expenditures incurred by the local agencies have been paid by Party ***before*** State is invoiced by Party.
- ✓ Payment amounts should match the amount requested on the reimbursement. Additional explanation and documentation is required for any variances.

☐ **In-Kind or Cash Match – If an entity wishes to use these types of match, they must be approved by State prior to any Work taking place.**

- ✓ If in-kind or cash match is being used for the Local Match, the in-kind or cash match portion of the project must be included in the project application and the statement of work attached to the Agreement or purchase order. FTA does not require pre-approval of in-kind or cash match, but State does.
- ✓ General ledger must also show the in-kind and/or cash match.

☐ **Indirect costs – If an entity wishes to use indirect costs, the rate must be approved by State prior to applying it to the reimbursements.**

- ✓ If indirect costs are being requested, an approved indirect letter from State or your cognizant agency for indirect costs, as defined in 2 CCR §200. 19, must be provided. The letter must state what indirect costs are allowed, the approved rate and the time period for the approval. The indirect cost plan must be reconciled annually and an updated letter submitted each year thereafter.

☐ **Fringe Benefits- Considered part of the Indirect Cost Rate and must be reviewed and approved prior to including these costs in the reimbursements.**

- ✓ Submit an approval letter from the cognizant agency for indirect costs, as defined in 2 CCR §200. 19, that verifies fringe benefit, or
- ✓ Submit the following fringe benefit rate proposal package to State Audit Division:
 - Copy of Financial Statement;
 - Personnel Cost Worksheet;
 - State of Employee Benefits; and
 - Cost Policy Statement.

**COUNCIL BILL 37
ORDINANCE 2023-37
AN ORDINANCE
APPROVING THE
INTERGOVERNMENTAL
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND THE GILPIN
AMBULANCE AUTHORITY
REGARDING
MAINTENANCE OF THE
AUTHORITY'S
AMBULANCES**

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB37

ORDINANCE NUMBER: 2023-37

TITLE: AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE GILPIN AMBULANCE AUTHORITY REGARDING MAINTENANCE OF THE AUTHORITY'S AMBULANCES

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

Section 1. The Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

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

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

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

READ, PASSED AND ORDERED POSTED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2024 Maintenance IGA with the Gilpin Ambulance Authority

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

MOTION TO APPROVE Council Bill 37, an Ordinance approving the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority regarding maintenance of the Authority's ambulances

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City provides fleet maintenance for the Gilpin Ambulance Authority. The Authority utilizes the City Fleet Maintenance Department for much of their routine service as it is convenient and cost effective due to the distance from the metro area. The Fleet rate is set for 2024 at \$130.65/ hour billed in full one hour increments. All parts are invoiced to the Authority at cost.

AGENDA DATE: December 13, 2023

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Tom Isbester/Steve Jackson

DOCUMENTS ATTACHED: IGA

RECORD: ☐ Yes ☒ No

CoBH CERTIFICATE OF INSURANCE REQUIRED ☐ Yes ☐ No


CITY ATTORNEY REVIEW: ☐ Yes ☐ N/A

SUBMITTED BY:



Thomas Isbester, Public Works Director

REVIEWED BY:



Stephen N. Cole, City Manager

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2023, by and between the CITY OF BLACK HAWK, a home rule municipality of the State of Colorado ("Black Hawk"), and Gilpin Ambulance Authority, a body corporate and politic of the State of Colorado (the " Authority").

W I T N E S S E T H

WHEREAS, the Authority desires to have maintenance service available from Black Hawk to assist in providing ambulance maintenance services;

WHEREAS, Black Hawk has a maintenance facility (the "Shop"), and has a staff of mechanics to provide maintenance services for Black Hawk vehicles; and

WHEREAS, Black Hawk is willing to make the Shop and staff of mechanics available to the Authority to provide maintenance services for vehicles used by the Authority, all subject to the terms and conditions herein below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. Scope of Work and Consideration.

a. Black Hawk shall furnish all labor, materials, equipment and maintenance necessary to service the Authority's vehicles, as the same are identified by the Authority from time to time (the "Authority's Vehicles"). In consideration for servicing the Authority's Vehicles, the Authority shall pay Black Hawk at a rate of **One Hundred Thirty Dollars and Sixty Five Cents (\$130.65)** per hour billed in full one-hour increments for labor and associated administrative costs, plus reimbursement for the actual cost of parts.

b. Black Hawk shall perform the basic service functions identified in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Maintenance Services"). The hours of operation of the staff of mechanics shall typically be Monday through Friday from 7:00 a.m. until 3:30 p.m., excluding City of Black Hawk holidays.

2. Use of Personnel. Black Hawk shall employ a full-time staff of mechanics to provide vehicle maintenance services at the Shop. The staff of mechanics shall make themselves available, as needed, following maintenance of Black Hawk vehicles, for maintenance and repair of the Authority's vehicles as more particularly set forth in Section 4.c. of this Agreement.

3. Personnel are Black Hawk Employees. The staff of mechanics shall at all times be Black Hawk employees. Black Hawk shall pay all insurance, worker's compensation, and other Black Hawk benefits to such employees. The staff of mechanic's shall be under the supervision and control of Black Hawk. The Authority shall report performance problems to the Public Works Director.

4. City Liaisons; Priority of Work.

a. The Authority and Black Hawk shall each establish one (1) person to be the liaison between the Authority and Black Hawk regarding the services required pursuant to Section 1 of this Agreement. The liaisons shall communicate directly with each other regarding necessary work pursuant to this Agreement. The Authority hereby identifies its liaison as its Executive Director. Black Hawk hereby identifies its liaison to be its Maintenance Services Manager.

b. The Authority shall be responsible for bringing the vehicle to Black Hawk's maintenance facility and picking the vehicle up from Black Hawk's facility when the Maintenance Services have been completed. The Authority's liaison shall further be responsible for making an appointment for service, which appointment shall include the work needed and the Authority's desired time frame for completion of the work. There is no guarantee that indoor storage of vehicles will be available or provided when the vehicles are delivered to Black Hawk's facility for maintenance. In the event the Black Hawk shop is unable to provide the indoor storage of vehicles, Black Hawk's liaison shall make reasonable efforts to notify the Authority's representative that indoor storage is not available. The Authority shall ensure that all items subject to freezing have been removed from the vehicle when it is delivered.

c. Black Hawk shall use its best efforts to complete work under this agreement in a timely manner. However, Black Hawk vehicles shall have priority over the Authority's Vehicles for which Maintenance Services are performed pursuant to this Agreement. Moreover, Black Hawk's liaison shall determine the priority of servicing all vehicles at his sole discretion. The Authority may identify if it deems work to be in the nature of an emergency, and Black Hawk shall use its best efforts to complete any such work as quickly as practicable under the circumstances.

d. For purposes of inventory control, Black Hawk shall be solely responsible for obtaining any necessary parts (including tires) to perform the Fleet Maintenance Services. The Authority shall not order any parts separately for Maintenance Services. All parts removed (including tires) shall remain the property of the City of Black Hawk and shall be disposed of in a manner consistent with other similar parts.

e. The Authority's liaison shall be responsible for notifying Black Hawk's liaison of any hazardous materials not evident from the nature of the services being provided pursuant to this Agreement, including, by way of example, blood, urine, or other materials not used in the standard functioning and maintenance of an ambulance.

5. Shop; Maintenance; Utilities. Black Hawk shall maintain the Shop and shall pay for such utilities (such as heat, power, and water) as may be required under such lease at no cost to the Authority. Black Hawk shall acquire and maintain all permits or approvals required for the Shop. Black Hawk shall handle hazardous materials and dispose of hazardous wastes from the Shop in compliance with applicable law.

6. Tools and Special Tools. Black Hawk shall provide all tools and equipment

needed for Maintenance Services for the Shop at Black Hawk's expense. The staff of mechanics may use such tools and equipment for maintenance of the Authority's Vehicles.

7. Extraordinary Maintenance. In the event maintenance services are required for the Authority's Vehicles that cannot be completed in the Shop by the staff of mechanics in the desired time frame either because they are not identified in Exhibit A, or due to other shop priorities the Authority and the City shall determine by mutual consent how best to provide such services outside the scope of this Agreement. The City liaison will make reasonable efforts to contact the Authority representative prior to sending the vehicle to an outside facility. In the event that maintenance of the Authority's vehicles results in unusual quantities, forms, or compositions of hazardous materials or wastes that may result in unusual costs for disposal or treatment, the City shall, if practicable, consult with the Authority prior to treatment or disposal. If Black Hawk incurs such costs on the Authority's behalf, the Authority shall pay such extraordinary costs to Black Hawk in the month following the month in which the cost is billed to the Authority by Black Hawk.

8. Date of Commencement. This Agreement shall commence on January 1, 2024.

9. Payment Schedule. Black Hawk shall provide the Authority with an invoice for payment on the fifth day of each month for the previous month's services, and the Authority shall remit the monthly fee within ten (10) business days thereafter, unless the Authority's regular monthly meeting occurs more than ten (10) business days after the date of the invoice, in which case the monthly fee shall be remitted within ten (10) business days after the Authority's regular monthly meeting, and approval by the Board.

10. Control. All services provided under this Agreement shall be governed by the ordinances of the City of Black Hawk, unless otherwise specified in this Agreement. Management of Black Hawk's employees shall rest exclusively with Black Hawk. Authority shall not attempt to directly or indirectly manage, discipline or direct employees of Black Hawk. In the event of substandard performance of an employee or agent of Black Hawk, Authority may demand forthwith correction of the problem.

11. Term and Renewal.

a. The term of this Agreement shall be through and until December 31, 2024.

b. The parties have the mutual option to renew this Agreement on the same terms and conditions for unlimited one-year terms.

12. Termination. This Agreement may be terminated without cause by either party for any reason by giving the other party written notice at least forty-five (45) days in advance of the termination date. If this Agreement is so terminated, Black Hawk will be paid for all services rendered up to the date of termination.

13. Compliance with Laws; No Warranty.

a. Black Hawk shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes (including procurement of required permits or certificates) in Black Hawk's performance hereunder, irrespective of whether a specification is furnished. This includes any applicable state or local law, rule or regulation affecting safety and health. If materials, services, or containers furnished are required to be constructed, packaged, labeled, or registered in a prescribed manner, Black Hawk shall comply with federal law and, in addition, with applicable state or local law.

b. No warranties are provided by Black Hawk pursuant to this Agreement. Black Hawk shall perform its services with care, skill, and diligence. However, the Authority specifically waives any claims it may have against Black Hawk, except claims arising out of gross negligence by Black Hawk, or its employees.

14. Indemnification. To the extent permitted by law, each party hereto agrees to indemnify, hold harmless and defend all other parties hereto, their agents, assigns, employees, officers, and officials from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of claims made by a third party and which are caused directly and solely by the Indemnifying Party or its personnel, regardless of where such claim arose. No party hereto shall be responsible for indemnifying the other party from and against willful and wanton misconduct arising hereunder.

15. Insurance.

a. Each party hereto agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by it pursuant to Section 14, above. More specifically, the parties hereto shall procure and maintain the minimum insurance coverage listed in subsection b. below. Such coverage shall be procured and maintained with forms and insurers acceptable to Black Hawk and the Authority. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the parties pursuant to Section 14, 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.

b. The parties hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage worker's compensation and, if applicable, emergency medical service professional liability 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 contain a severability of interests provision. The Authority's policy required by this Section 15 shall be endorsed to include the other's officers and employees as additional insured's. Every such policy required above shall be primary insurance. No additional insured endorsement to the policy required by this Section 15 shall contain any exclusion for bodily injury or property damage arising from completed operations.

c. The certificate of insurance provided by each party shall be completed by the other party as evidence that a policy or policies providing the required coverage, conditions, and minimum limits is in full force and effect, and shall be reviewed and approved by the other party. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverage 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 other party. The completed certificate of insurance shall be sent to:

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

d. Failure on the part of either party to procure or maintain a policy or policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of agreement upon which the other party may immediately terminate this Agreement, or at its discretion, the non-breaching party 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 non-breaching party shall be repaid by the other upon demand.

e. Both parties reserve the right to request and receive a certified copy of any policy and any endorsement thereto.

f. Black Hawk and the Authority further understand and agree that Black Hawk and the Authority, their officers, and their 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, 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Owner, its officers or employees.

16. Notices. Any notices or demand under which the terms of this agreement and under any statute must or may be given or made by the Black Hawk or Authority shall be in writing and shall be given or made by personal service, telegram, first class mail, or by certified or registered mail to the parties:

City of Black Hawk
P.O. Box 68
201 Selak
Black Hawk, CO 80422

Gilpin Ambulance Authority
P.O. Box 638
Black Hawk, CO 80422

17. Severability. In the event any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner, the legality of the remaining provisions of this Agreement, and each provision of the

Agreement will be and is deemed to be separate and severable from each other provision.

18. Jurisdiction. This Agreement is made in and subject to the laws of the State of Colorado. Any disputes shall be brought in the District Court in and for the County of Gilpin, State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

GILPIN AMBULANCE AUTHORITY

Buddy Schmalz, President

ATTEST:

EXHIBIT A
TYPICAL FLEET MAINTENANCE SERVICE

- 1) Lube, Oil and filter changes**
- 2) Tire repair and Tire replacement and balancing**
- 3) Brake repairs**
- 4) Tune-ups**
- 5) Replacement of belts and hoses**
- 6) Fuel injection cleaning**
- 7) Replacement of starters and alternators**
- 8) Minor exhaust repairs**
- 9) Head light, tail light, and emergency equipment repairs or replacement**
- 10) Cooling system repairs including water pumps, heater cores, radiators**
- 11) Suspension repairs, springs, struts, shocks, ball joints, tie rod ends, etc.**
- 12) Vehicle chassis electrical system**
- 13) Hydraulic repairs or replacements**
- 14) Minor welding and machine work**
- 15) Bumpers, Front and rear replacements**

**COUNCIL BILL 38
ORDINANCE 2023-38
AN ORDINANCE
APPROVING THE
COOPERATIVE
AGREEMENT BETWEEN
THE GILPIN COUNTY
DEPARTMENT OF
HUMAN/SOCIAL
SERVICES, AND THE CITY
OF BLACK HAWK
THROUGH THE BLACK
HAWK POLICE
DEPARTMENT**

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

COUNCIL BILL NUMBER: CB38

ORDINANCE NUMBER: 2023-38

TITLE: AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE GILPIN COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES, AND THE CITY OF BLACK HAWK THROUGH THE BLACK HAWK POLICE DEPARTMENT

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

Section 1. The City of Black Hawk hereby approves the Cooperative Agreement between the Gilpin County Department of Human/Social Services, and the City of Black Hawk through the Black Hawk Police Department, as more particularly described in **Exhibit A**, attached hereto incorporated herein by this reference, and authorizes the Chief of Police to execute the same on behalf of the City.

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

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

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

READ, PASSED AND ORDERED POSTED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: COOPERATIVE AGREEMENT BETWEEN COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES, AND LAW ENFORCEMENT AGENCY

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

MOTION TO APPROVE Council Bill 38, an Ordinance approving the Intergovernmental Agreement between the Gilpin County Department of Human/Social Services and the City of Black Hawk through the Black Hawk Police Department

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

WHEREAS, Colorado law encourages cooperation between local departments of Human/Social Services and Local Law Enforcement; and

WHEREAS, from time to time, Human/Social Services and Local Law have the responsibility to assess/investigate allegations of child abuse and neglect; and

WHEREAS, the parties hereto desire to memorialize their cooperative arrangement; and

WHEREAS, by custom, Human/Social Services has taken the prime responsibility to assess/investigate child abuse and neglect cases, and the parties affirmatively state that this Agreement is not intended to change this custom; and

WHEREAS, while each of the undersigned professionals and agencies have specific responsibilities in the treatment, protection, and investigation of children, it is acknowledged that the multidisciplinary team approach on matters of child abuse and neglect is a more positive approach to the ultimate resolution of the problems related to these most difficult situations; and

WHEREAS, the purpose of this agreement is to enhance the ability of agencies, organizations, and individuals to implement coordinated efforts in dealing with children and families involved in child abuse and neglect,

NOW THEREFORE, the parties agree as follows:

PROTOCOL FOR COOPERATION IS LISTED IN THE ATTACHED MOU

AGENDA DATE: December 13, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒Yes ☐No

STAFF PERSON RESPONSIBLE: Investigation Commander

DOCUMENTS ATTACHED: Yes

RECORD: ☐ Yes ☒ No

UPDATE GIS MAP: ☐ Yes ☒ No

CoBH CERTIFICATE OF INSURANCE REQUIRED ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



Michelle Moriarty, Chief of Police

REVIEWED BY:



Stephen N. Cole, City Manager

**COOPERATIVE AGREEMENT BETWEEN
COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES, AND LAW
ENFORCEMENT AGENCY**

This agreement is entered into, by and between the Gilpin County Department of Human Services, hereinafter "Human/Social Services", and the Local Law Enforcement, hereinafter "Law Enforcement".

WITNESSETH

WHEREAS, Colorado law encourages cooperation between local departments of Human/Social Services and Local Law Enforcement; and

WHEREAS, from time to time, Human/Social Services and Local Law have the responsibility to assess/investigate allegations of child abuse and neglect; and

WHEREAS, the parties hereto desire to memorialize their cooperative arrangement; and

WHEREAS, by custom, Human/Social Services has taken the prime responsibility to assess/investigate child abuse and neglect cases, and the parties affirmatively state that this Agreement is not intended to change this custom; and

WHEREAS, while each of the undersigned professionals and agencies have specific responsibilities in the treatment, protection, and investigation of children, it is acknowledged that the multidisciplinary team approach on matters of child abuse and neglect is a more positive approach to the ultimate resolution of the problems related to these most difficult situations; and

WHEREAS, the purpose of this agreement is to enhance the ability of agencies, organizations, and individuals to implement coordinated efforts in dealing with children and families involved in child abuse and neglect,

NOW THEREFORE, the parties agree as follows:

PROTOCOL FOR COOPERATION

The following protocol shall apply for cooperation between Human/Social Services and local Law Enforcement.

- A. Child abuse reporting laws allow reports to both Law Enforcement and Human/Social Services. This makes cooperation essential to assure prompt action, protection for the child and the responses required by law. The decision regarding who assess /investigates a suspected child abuse/neglect case shall be made jointly by the referring agency and the receiving agency. Joint assessment/ investigation may also be requested by the receiving agency if there *is* a determination of that need.
- B. The Department of Human/Social Services has an assigned worker on call twenty-four hours per day, seven days per week. Any referrals should be made to a caseworker or the director during regular working hours or the staff person on call after hours. All referrals from Human/ Social Services will be made to the officer on duty.

- C. Cases of minor and medium physical abuse/neglect will not require immediate referral to local Law Enforcement by the staff of Human/ Social Services. All cases of a more severe nature require immediate contact with local Law Enforcement depending on jurisdiction.
- D. Third-party abuse or neglect cases investigated by Law Enforcement as provided in Section 19-3-308(5.3)(a) shall not require immediate notification to Human/Social Services. In such cases, Law Enforcement shall submit a copy of its investigative report to Human/Social Services in order that Human/Social Services may submit a report to the state's automated system if the case is substantiated.
- E. All reports of confirmed child abuse/neglect shall be forwarded by the County Department to the District Attorney's office and the local Law Enforcement agency.
- F. In Joint assessments/investigations, as a general rule, Human/Social Services will take the lead in interviewing the victim; and Law Enforcement will take the lead in interviewing the alleged perpetrator. Joint interviews shall be preceded by a planning session to outline the conduct of the interview prior to the investigation. However, some assessments/investigations will proceed according to a standard plan of actions, while others will require a unique approach. Upon completion of the joint assessment/investigation:
 1. Law Enforcement continues criminal investigation without the involvement of Human/Social Services. This shall include the submission of the information to the District Attorney for disposition.
 2. Human/Social Services shall be responsible for determining what measures are necessary for the protection of the children, which may include, but not necessarily be limited to the removal of the child (ren) from the home, the filing of a Petition for Dependency and Neglect, and appropriate notification to the Court if removal has occurred.
 3. Appropriate sharing of reports must occur. Law Enforcement shall provide Human/Social Services with copies of incident reports when requested.

LANGUAGE AND CRITERIA FOR IDENTIFICATION OF SUSPECTED ABUSE

This section is intended to ensure that all parties are using the same language and criteria for identification of suspected abuse and neglect cases.

ABUSE

- Minor - Excessive or inappropriate force used resulting in a superficial injury.
- Medium - Excessive or inappropriate force used resulting in an injury which may require medical attention.
- Severe- Excessive or inappropriate force used resulting in a serious injury which requires medical attention and/or hospitalization.
- Near fatal - Involves an incident in which a physician determines that a child is in serious, critical, or life-threatening condition as the result of sickness or injury caused by suspected abuse and/or neglect.
- Fatal - Physical or emotional needs of a child are not met resulting in death.

NEGLECT

- Minor - Physical or emotional needs of child are marginally or inconsistently met, but little or no impact on the child's functioning.
- Medium - Physical or emotional needs of a child are inadequately met resulting in some impairment in the child's functioning.
- Severe - Physical or emotional needs of a child are not met resulting in serious injury or illness.
- Near fatal - Physical or emotional needs of the child are not met in an incident in which a physician determines that a child is in serious, critical, or life-threatening condition as the result of sickness or injury caused by suspected abuse and/or neglect.
- Fatal - Physical or emotional needs of a child are not met resulting in death.

SEXUAL ABUSE

- Severity of sexual abuse should be determined based upon the type of contact, duration of contact, and the emotional impact upon the child.

RESPONSIBILITY FOR INVESTIGATION

- G. The following are applicable cases, or types of cases, where it is expected that the sole investigation will be conducted by Human/Social Services (Law Enforcement may be called at any time there may be a safety risk to any worker):
1. Minor physical abuse
 2. Substance exposed newborn
 3. Organic Failure to Thrive
 4. Medical neglect (including failure to provide medically indicated treatment to disabled infants with life threatening conditions and drug affected babies).
 5. Sexual abuse when perpetrator under age 10. Exception, if there is indication that the under age 10 perpetrator is the victim of someone over 10.
 6. Educational neglect. In truancy cases, after charges have been filed by the school district.
 7. Emotional abuse.
 8. Medium neglect, lack of supervision.
 9. Physical or sexual abuse in a daycare home or center, foster home, group home or institution. (Another county department may need to investigate to avoid a conflict of interest).
- H. The following are examples of cases where it is expected that the sole investigation will be conducted by Law Enforcement (Human/Social Services may be called when determined by both parties to be in the best interest of the safety of the child).
1. Third-party physical abuse.
 2. Third party sexual abuse, when the alleged perpetrator is over 10 and it can be determined that the actor is not an abused child.
 3. Report of immediate danger to a child when proximity and speed of Law Enforcement response is needed, when Child Protective Services are not available, and risk to the child indicates immediate evaluation is needed (e.g., welfare check).
- I. The following cases shall be jointly investigated by Human/Social Services and Law Enforcement when abuse or neglect is suspected:

1. Death of a child.
2. Medium to severe physical abuse or risk of this. Joint investigation by Human/Social Services and Law Enforcement is recommended to evaluate the need for immediate medical evaluation, protective custody of the child and appropriate civil and criminal action.
3. All head trauma injuries (i.e., subdural hematoma).
4. All injuries involving ruptured organs, unjustifiably explained abdominal injuries or any injury consistent with abuse. (The history given concerning such conditions is at variance with the degree or type of such condition or death; or the circumstances indicate that such condition may not be the product of an accidental occurrence).
5. All fractures which are unjustifiably explained, or multiple fractures or in various stages of healing. (The history given concerning such conditions is at variance with the degree or type of such condition or death; or the circumstances indicate that such condition may not be the product of an accidental occurrence).
6. All second or third degree burns, including cigarette burns or other burns consistent with abuse (such as immersion burns).
7. All lacerations to the face, external genitalia or extremities which are unjustifiably explained. (The history given concerning such condition is at variance with the degree or type of such condition or death; or the circumstances indicate that such conditions may not be the product of an accidental occurrence). All lesions on different parts of the body.
8. Intra familial and third-party sexual abuse.
9. Injurious Environment. (May require Code Enforcement).
10. Sexual abuse when the alleged perpetrator may be a child victim, or the actor may have his/her own children under the age of 18, or any other child may be at risk.
11. When a suspected perpetrator who is a parent, custodian, guardian or a child may flee.
12. When a parent, custodian, or guardian of a child refuses access to the child (ren) by Human/Social Services or Law Enforcement, or refuses medical examination of the child (ren). It is recognized that it may be necessary for Human/ Social Services to obtain a Court Order for access to said child (ren).
13. Conditions suggesting suspicion that a law has been broken.
14. Any case in which a child is subjected to human trafficking to include sexual and labor servitude.

VI. GENERAL PROVISIONS OF COOPERATIVE AGREEMENT

- A. The intent of this Agreement is to clarify and enhance cooperation between agencies to protect children. It is recognized there may be differing opinions regarding some case decisions. In those cases, referral to supervisory levels would be appropriate. Child Protection Teams also may be used for consultation, feedback, and direction regarding cases which have become problematic between agencies. The District Attorney may provide guidance as well. In extreme circumstances, the Court may be requested to intervene to resolve issues related to the legal responsibility of each agency.
- B. Because agencies and communities are changing entities, annual review for modification or evaluation is accepted as a part of this cooperative agreement. The parties shall set a mutually convenient annual meeting to review and discuss issues directly related to the fulfillment of this Agreement.
- C. Copies of relevant portions of Colorado Revised Statutes are attached hereto for reference.

THE UNDERSIGNED INDIVIDUALS REPRESENTING THEIR RESPECTIVE AGENCIES
HAVE READ THIS DOCUMENT AND AGREE TO IMPLEMENT THE PROCEDURES AS
OUTLINED.

County Human/ Social Services Representative

Name: *Laura L Solomon*

Title: Gilpin County Human Services Director

Date: March 24, 2023

Local Law Enforcement Representative

Name: *Kevin Armstrong*
KEVIN ARMSTRONG

Title: SHERIFF

Date: 03-24-2023

Local Law Enforcement Representative

Name & Signature:

Title:

Date:

RESOLUTION 86-2023
A RESOLUTION
CONDITIONALLY
APPROVING A
CERTIFICATE OF
ARCHITECTURAL
COMPATIBILITY TO
ALLOW FOR
DEMOLITION OF A
STRUCTURE LOCATED
AT 271 GREGORY STREET

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

Resolution No. 86-2023

**TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF
ARCHITECTURAL COMPATIBILITY TO ALLOW FOR DEMOLITION
OF A STRUCTURE LOCATED AT 271 GREGORY STREET**

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 approve the Certificate of
Architectural Compatibility ("COAC") to allow for the demolition of a structure located at 271
Gregory Street, based on the criteria set forth in the staff report dated November 30, 2023 (the
"Staff Report"), which Staff Report is attached hereto and incorporated herein by this reference,
subject to the following condition:

A. The City shall cause to be complete a photographic and architectural documentation
of the existing exterior, interior, and site features according to Section 11.4.
Documentation of the Black Hawk Residential Design Guidelines.

RESOLVED AND PASSED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a request for a Certificate of Architectural Compatibility for the demolition of a structure on the property described in Exhibit A and generally located at 271 Gregory Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, December 13, 2023, at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers, located at 211 Church Street, Black Hawk, CO 80422, or at such other time or place in the event this hearing is adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner, CMC
City Clerk

EXHIBIT A

S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 027 Lot: 001 & IMPS

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: A Certificate of Architectural Compatibility for the demolition of a structure on the property generally located at 271 Gregory Street, Black Hawk, CO, 80422.

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

MOTION TO APPROVE: Resolution 86-2023 - A Resolution conditionally approving a Certificate of Architectural Compatibility to allow for demolition of a structure located at 271 Gregory Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The applicant, the City of Black Hawk, requests approval of a Certificate of Architectural Compatibility for the structure's complete demolition at 271 Gregory Street in the City of Black Hawk, Gilpin County, CO 80422. The City explored various scenarios for the adaptive reuse of the building, which included relocation, full or partial rehabilitation, and full or partial demolition. The City's determination to pursue demolition of the building was made after the City had attempted to address other potential solutions short of demolition. However, based on the size of the structure relative to the cost of attempting to rehabilitate this structure, and after balancing other various public interests regarding the structure, the City does not believe it could justify the expenditure of public funds for rehabilitation of the structure.

City staff is asking the Board of Aldermen to evaluate the application, comments in the report, the recommendation from the Historic Preservation Commission, and any testimony by staff and related consultants. The Board of Aldermen should discuss if there is sufficient evidence that the Certificate of Architectural Compatibility application for demolition meets the intent of the criteria outlined in Sections 16-368 and 16-431 of the Black Hawk Municipal Code and Section 11 of the Black Hawk Residential Design Guidelines. After their discussion, the Board of Aldermen may *Approve*, *Approve with Conditions*, or *Deny* the Certificate of Appropriateness for the complete demolition of 271 Gregory Street.

The application for the Certificate of Architectural Compatibility for 271 Gregory Street meets the intent of the criteria outlined in Sections 16-368 and 16-431 of the Black Hawk Municipal Code and Section 11 of the Black Hawk Residential Design Guidelines.

Therefore, the Historic Preservation Commission recommends to the Board of Aldermen **Conditional Approval** of Resolution No. 86-2023 a Certificate of Architectural Compatibility for demolition of a structure located of 271 Gregory Street based on the criteria outlined in the staff report dated November 30, 2023, and the condition below.:

1. The City shall cause to be complete a photographic and architectural documentation of the existing exterior, interior, and site features according to Section 11.4. Documentation of the Black Hawk Residential Design Guidelines.

AGENDA DATE:

December 13, 2023

WORKSHOP DATE:

N/A

FUNDING SOURCE:

N/A

DEPARTMENT DIRECTOR APPROVAL:

☒ Yes ☐ No

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker
CP&D Director

DOCUMENTS ATTACHED:

Resolution 86-2023
Public Hearing Notice,
Staff Report & Attachments

RECORD:

☐ Yes ☒ No

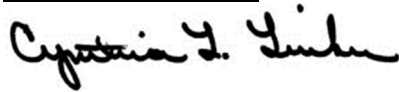
CoBH CERTIFICATE OF INSURANCE REQUIRED

☐ Yes ☒ No

CITY ATTORNEY REVIEW:

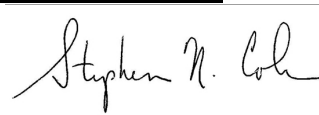
☐ Yes ☒ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager



CERTIFICATE OF ARCHITECTURAL COMPATIBILITY (COAC) STAFF REPORT

Project: 271 Gregory Street Demolition

Property Address: 271 Gregory Street, Black Hawk, CO 80422

Property Owner: City of Black Hawk

Zoning: Historic Appreciation and Recreation District (HARD)

Prepared by: Daniel W. Gilbert for the City of Black Hawk

Reviewed by: Cynthia Linker, Community Planning and Development

I. BACKGROUND

a. Applicant: City of Black Hawk

The applicant, the City of Black Hawk, is requesting a Certificate of Architectural Compatibility (COAC) for the demolition of the building at 271 Gregory Street in the City of Black Hawk, Gilpin County, CO 80422. The City previously explored various scenarios for the use of the building, which included adaptive reuse, relocation, full or partial rehabilitation, and full or partial demolition. The City is seeking a Certificate of Architectural Compatibility for full demolition of the building. The City's determination to seek demolition of the building was only made after the City had attempted to address other potential solutions short of demolition. However, based on the size of the structure relative to the cost of attempting to rehabilitate this structure, and after balancing other various public interests regarding the structure, the City is not able to justify the expenditure of public funds for rehabilitation of the structure.

b. Summary of Building History and Historic Context:

The building at 271 Gregory Street (5GL.7.477) was constructed circa 1880. The property was recorded as part of the 1986 National Park Service (NPS) survey of Black Hawk and the 2010 re-survey conducted by Deon Wolfenbarger. It is also listed in the 1991 National Historic Landmark (NHL) Nomination and was included in a 1998 inventory which never received official concurrence from the Colorado State Historic Preservation Office (SHPO). The resource is not individually eligible for listing on the National Register of Historic Places but is recorded as a contributing feature of the Central City-Black Hawk NHL District as an unnamed resource (5GL.7.477). The specific date of construction for the resource is not clear based on the archival record. The 1986 site survey indicates the building was built in 1900, while the 1998 site survey claims the building could have been constructed as early as 1873. The 2010 site survey indicates the building was constructed circa 1880.



Areas of significance for this building are not specifically addressed in the 1986 or 2010 survey forms; however, the building contributes to the significance of the NHL. The NHL is significant for Architecture; Exploration/Settlement; Community Planning and Development; Commercial; Ethnic Heritage – European; Industry; Social History; and Invention for the period 1859-1918. According to the 1986 inventory of the building:

This residential structure is a vernacular 2-story square plan building, with a gable roof covered with asphalt shingles. Walls are covered with asbestos shingles and the low foundation is stone. Windows are generally 2-over-2 lights with plain wood surrounds; the primary door is wood with 2 arched lights. There are 2 interior brick chimneys; one on the inside of the west gable and the other centrally located. The distinctive features of this structure are the 4 ganged 1-over-1 bay window with shingled roof above and the small glass enclosed porch supported by square decorative columns with bargeboard ornamentation along flat roofline. The northeast elevation has a flat addition built into hill the forms Church Street. This structure lies adjacent to Gregory Street and backs up to Church Street. The small yard is enclosed by a white board fence.

In 1998, the building was re-surveyed by Winter & Company, however the site form remains in draft form, albeit uploaded into the COMPASS database maintained by the Colorado Office of Archaeology and Historic Preservation (OAHP). According to the 1998 re-evaluation form:

This 1 ½-story commercial building has an intersecting gable roof with some clipped gables covered with standing seam metal. Walls are covered with horizontal wood siding. Windows are generally 2-over-2 single hung. The primary door is wood with 2 lights. The low foundation is constructed of stone. Significant features include: chimney; glass enclosed front porch supported by square decorative columns with bargeboard ornamentation along flat roof line; bay window; dormer window added.

The 1998 site form further points out that the date of construction for the building is “on or before 1873,” contradicting the date of construction identified in the 1986 survey of the resource. The 1998 site form also notes that the “building represents housing stock typical to the period of significance” for the Central City-Black Hawk NHL District.

The building was again surveyed in 2009-2010 by Deon Wolfenbarger of Three Gables Preservation. The following alterations were noted in the 2010 survey of the building:

2001 – replace existing windows, permit valuation \$6,600. 2002 – Repair and replace existing siding, permit valuation \$5,000. One-story west addition constructed after 1986, and the original one-story west wing was increased to 1 ½ stories, with an added gable-front dormer. This addition makes it “borderline” eligible.

- ☐ Individually Eligible – NRHP
- ☐ Listed – NRHP
- ☐ Individually Eligible – SRHP
- ☐ Listed – SRHP
- ☐ Individually Eligible – Local Landmark



- ☐ Listed – Local Landmark
- ☒ Contributing – NHL (5GL.7)
- ☐ Non-Contributing – NHL (5GL.7)
- ☐ Non-Historic (Constructed less than 50 years ago)

II. PROPOSED ACTION

a. **Summary of Proposed Action:**

The applicant is proposing the demolition of the building at 271 Gregory Street. The City has explored alternative uses for the building including reuse of the structure as well as moving the structure to alternate locations, however these alternatives were not financially or physically feasible.

Treatment Method Proposed:

- ☐ Restoration
- ☐ Rehabilitation
- ☐ Reconstruction
- ☐ Preservation
- ☒ NA

b. **Design Components** (City of Black Hawk Commercial Design Guidelines, July 2012): *Please include description for the proposed treatment of the following property features and how the Design Guidelines are reflected.*

III. APPLICABLE CITY OF BLACK HAWK REGULATIONS

a. **Black Hawk Ordinance No. 2018-31 Section 16-368**

16-368 City Council Design Review and Compatibility Process

16-368 (e) (4) In considering the issuance of a COAC to authorize a proposed demolition of a structure, the City shall refer the question of demolition to the City's Historic Preservation Commission for a recommendation only on structures that are over fifty (50) years old, and the City Council and the Historic Preservation Commission, as applicable, shall consider the following:

(a) All plans, drawings and photographs documenting the existing condition as may be submitted by the applicant;

The City is completing interior and exterior documentation of the building to be completed prior to demolition of the building.

(b) Any information presented at the public hearing held concerning the proposed work;

Findings and recommendation from the Historic Preservation Commission will be presented to the Board of Aldermen at the Public Hearing scheduled for December 13, 2023.

(c) The purpose of this Chapter;

Information received adequately describes the proposed work and meets the intent of this chapter.

(d) Compliance with this Code and the payment of all fees required by this Code;



The project complies with all regulations.

- (e) The effects of the proposed work upon the protection, enhancement, perpetuation, and use of the City which cause it to possess a special character or special historical or aesthetic interest or value;

The property was inventoried in the 1986 NPS survey and again in 2010. The building is currently recorded as a contributing resource to the NHL. The demolition of the historic building would reduce the percentage of historic buildings in the district. However, due to the heavily diminished historical integrity of the resource, demolition of the building at 271 Gregory Street will not weaken the overall integrity of the district.

Compliance with the City's residential or commercial design standards, as appropriate, including, but not limited to, reference to the historical and architectural style, the general design, arrangement, texture, materials, and color of the development, building or structure in question or its appurtenance fixtures; the relationship of such features to similar features of the other buildings within the City, the position of the building, structure, park, or open space in relation to public rights-of-way and to other buildings and structures in the City;

The original residential structure, known as the Edwards House, was constructed circa 1882 and is a vernacular Late Victorian-style architecture. Vernacular architecture is a term used to categorize methods of construction, which use locally available resources and traditions to address local needs. Vernacular architecture tends to evolve over time to reflect the environmental, cultural, and historical context in which it exists.

The two-story square plan building has a gable roof with sheet metal cladding. Horizontal wood siding covers the exterior walls and the low foundation is stone. Windows are generally 2-over-2 lights with plain wood surrounds. There are 2 interior brick chimneys; one on the inside of the west gable and the other centrally located. The distinctive features of this structure are the 4 ganged 1-over-1 bay window with shingled roof above and the small glass enclosed porch supported by square decorative columns with bargeboard ornamentation along flat roofline.

In 2001, the windows on the building were replaced and in 2002, the original asbestos tile siding was replaced with the current horizontally oriented wood siding. Additionally, a one-story addition was constructed after 1986 and the original one-story western wing of the building was increased to 1.5-stories with an added gable front dormer.

Ultimately, the current size and footprint are different from the period of significance in 1890 and numerous additions and alterations to the structure have been made. Removal of this historic structure would not alter the relationship of similar buildings in the area on Gregory Street with the broader historic district. The area along Gregory Street has



been heavily altered. Historic photographs show a solid line of houses and commercial structures, and the vertical plane of dwellings historically present has been almost entirely removed.

- (f) Whether the improvement has been maintained as provided in this Chapter; and

The property has been vacant for several years, although it has been maintained accordingly.

- (g) Whether the preservation of the improvement is technologically and economically feasible.

Considering the size of the structure in relation to the cost of rehabilitation and after weighing various public interests related to the building, the City cannot justify the expenditure of public funds for its rehabilitation.

b. Black Hawk Ordinance No. 2018-31 Section 16-431 Demolition

- (a) No locally-designated historic landmark may be demolished, in whole or in part, except in conformity with the requirements of this Article.

The building at 271 Gregory Street is not a locally-designated historic landmark.

- (b) No person shall demolish a locally-designated historic landmark without first obtaining a COA from the Commission and the appropriate permit from the Building Official. Any requests for such demolition permits must be submitted to the Commission and shall be considered by the Commission at its next regularly scheduled meeting, but in any event, within thirty (30) days of submittal. Any application not considered by the Commission within thirty (30) days of submittal shall be deemed approved.

The building at 271 Gregory Street is not a locally-designated historic landmark.

c. City of Black Hawk Residential Design Guidelines – Chapter 11 - Demolition Review Criteria and Standards

11.1 Submittal requirements for proposed demolition

An application for demolition of a historic structure shall include the following information which answers the questions listed below:

- a. All plans, drawings and photographs documenting the existing condition and the proposed new construction shall be submitted by the applicant. “Does the information adequately describe the proposed work? Does the information adequately document the existing condition?”

The City is in the process of completing interior and exterior documentation of the building to be completed prior to demolition of the building.

- b. Information shall be presented at a public hearing held concerning the proposed work.



Information shall be presented at a public hearing scheduled for December 13, 2023.

- c. The purpose of the City's preservation ordinance. "Does the demolition meet the intent of the City's preservation ordinance?"

The information received adequately describes the proposed work and meets the intent of the City's preservation ordinance.

- d. Compliance with the ordinances of the City and the payment of all fees required by the ordinances of the City. "Does the project comply with other regulations?"

The project complies with all regulations.

- e. The historical and architectural style, the general design, arrangement, texture, materials, and color of the historic building; its relationship to the other buildings within the City and the position of the building, structures, park, or open space in relation to public rights-of-way and to other buildings and structures in the City. "Would removal of this historic structure affect the relationship of similar buildings in the area? Is the new design proposed in its place compatible?"

The Edwards House, built around 1882, is an example of vernacular Late Victorian-style architecture. The building features a gable roof clad in sheet metal. Its exterior walls are clad in horizontal wood siding, while the foundation sits low and is constructed of stone. The windows, predominantly 2-over-2 lights, are framed by simple wood surrounds, and the main door is wooden multiple lights. Two interior brick chimneys are present, one situated within the west gable and the other centrally located.

In 2001, the building underwent window replacement, followed by the replacement of its original asbestos tile siding with the current horizontally oriented wood siding in 2002. Furthermore, a one-story addition was built post-1986, and the original one-story western wing of the structure was expanded to 1.5 stories, featuring an additional gable front dormer.

Removal of this historic structure would not alter the relationship of similar buildings in the area on Gregory Street or within the broader historic district. The area along Gregory Street has been heavily altered.

- f. The effects of the proposed work upon the protection and preservation of the historic fabric of the City which cause it to possess a special character or special historical or aesthetic interest or value. "Would demolition of the historic building reduce the percentage of historic buildings in the district and weaken the



overall integrity of the district, thereby negatively affecting the City's special historical value?"

The demolition of the historic building would reduce the percentage of historic buildings in the district. However, removal of this historic structure would not alter the relationship of similar buildings in the area on Gregory Street or within the broader historic district. The area along Gregory Street has been heavily altered.

- g. The City of Black Hawk Architectural Design Review Standards. These standards include the "Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings" which state that "Every reasonable effort should be made to provide a compatible use for a property which requires minimum alteration of the building, structure, or site and its environment," and that "The distinguishing original qualities of the character of a building, structure, or site and its environment should not be destroyed."
- The building has been heavily altered and very little of the original fabric of the building remains.*

11.2 Criteria for determining appropriateness of proposed demolition.

In determining the appropriateness for a proposed demolition of a historic structure, the City Council shall consider the following:

- a. The criteria for determining the appropriateness of the demolition are:
- Consider the adaptive use potential of the structure. Is it suitable for viable uses?
Yes
 - Are viable uses allowed by zoning?
Yes
 - Are there precedents for other uses?
Yes
 - Will the building be adequately documented if demolition is approved?
Yes
- b. The criteria for determining the appropriateness of proposed new construction replacing the historic structure are:
- Is the new development approvable under other codes?
The new development has not been fully determined. The City plans to construct small commercial structures which are allowable under other codes.
 - What is the assurance that the new project will be completed?
100%



- c. Whether the historic structure has been maintained as provided in this ordinance:
- Is the building presently occupied?
No
 - Has the structure been maintained?
The building has been maintained, however the many additions outside the period of significance have severely diminished the historical integrity of the building.
 - Is the structure deteriorated but repairable?
No
 - Has the structure deteriorated due to neglect and is it beyond repair (demolition by neglect)?
No
- d. Whether the preservation of the historic structure is technologically and economically feasible:
- Is it technically feasible to rehabilitate the property?
Rehabilitation of the building is physically feasible, however after considering all variables, rehabilitation is not financially feasible.
 - Can structural systems be improved to enhance stability?
The building is structurally stable.
 - Is weatherproofing feasible to establish a more weather-resistant enclosure?
The building is weatherproofed, however modern additions have severely diminished the historical integrity of the resource to the point that rehabilitation is not financially feasible.
 - Can code compliance be enhanced in the process of rehabilitation?
No
 - Is it economically feasible to rehabilitate the property?
No
 - Can reasonable return/value be achieved with the rehabilitated property?
No
 - Is there a reasonable market for the property?
Yes



11.4 Documentation

Proposals for partial or complete demolition must contain sufficient information to describe the action in order to be considered. The documentation must include the following:

- a. Building plans showing existing condition and indicating the portions proposed for removal.

The City is in the process of completing interior and exterior documentation of the building to be completed prior to demolition of the building.

- b. Building elevations describing the demolition work and showing existing conditions and indicating the portion proposed for removal. Photographs marked to indicate the portions to be removed may be used.

The City is proposing the full demolition of the building. The City is in the process of completing interior and exterior documentation of the building to be completed prior to demolition of the building.

- c. Designs for the proposed new construction and rehabilitation that would occur after the demolition.

The design of the replacement structure is not included in this proposal. The future development of the site would go through the COAC process prior to being implemented.

- d. A written description of the process that is to be used to remove the portions proposed for demolition, including a plan for protecting those portions of the building that are to be preserved.

The only historic portions of the building which remain are the framing members in a small wing of the building. Additions and alterations outside the period of significance have diminished the historic physical integrity of the building.

- e. Assurance that the rehabilitation of the remaining historic building will be completed.

Not Applicable

- f. A copy of this documentation must be filed permanently with the City and the Colorado Historical Society.

A copy of the documentation of the building will be filed permanently with the City and the Colorado Historical Society.



IV. STAFF RECOMMENDATIONS

The Board of Aldermen should evaluate the application, comments in the report, the recommendation from the Historic Preservation Commission and any testimony by staff and related consultants. The Board of Aldermen should discuss if there is sufficient evidence that the Certificate of Architectural Compatibility application for demolition meets the intent of the criteria outlined in Sections 16-368 and 16-431 of the Black Hawk Municipal Code and Section 11 of the Black Hawk Residential Design Guidelines. At the conclusion of their discussion, the Board of Aldermen may **Approve**, **Approve with Conditions**, or **Deny** the Certificate of Architectural Compatibility for the demolition of 271 Gregory Street.

It can be found that the Certificate of Architectural Compatibility application for 271 Gregory Street meets the intent of the criteria outlined in Sections 16-368 and 16-431 of the Black Hawk Municipal Code and Section 11 of the Black Hawk Residential Design Guidelines.

The Historic Preservation Commission recommends to the Board of Aldermen **Conditional Approval** of Resolution No. 86-2023 a Certificate of Architectural Compatibility to allow for demolition of a structure located at 271 Gregory Street based on the criteria set forth in the staff report dated November 30, 2023 and the condition below:

1. The City shall cause to be complete a photographic and architectural documentation of existing exterior, interior, and site features according to Section 11.4. Documentation of the Black Hawk Residential Design Guidelines.

V. ATTACHMENTS

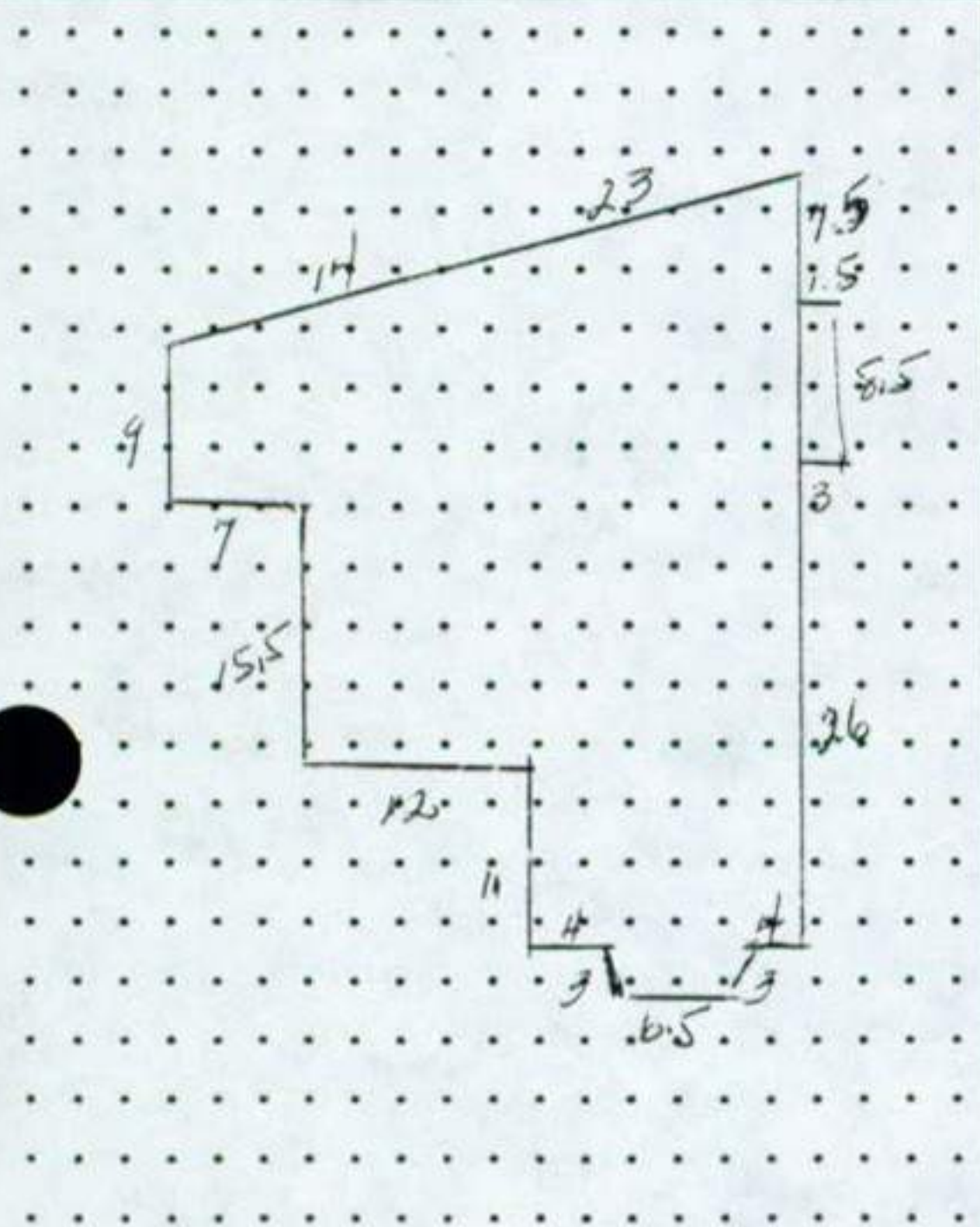
1. 271 Gregory Street – 1986 Survey
2. 271 Gregory Street – 1998 Survey
3. 271 Gregory Street – 2010 Survey
4. 271 Gregory Street - PEH Existing Building Survey

CENTRAL CITY - BLACK HAWK HISTORIC DISTRICT

GILPIN COUNTY, COLORADO

5GL.7.477

BUILDING NAME	BLOCK NUMBER 27	LOT NUMBER 1	DATE OF CONSTRUCTION 1900
ADDRESS 271 Gregory Black Hawk, Colorado		STYLE Vernacular <i>Late Victorian</i>	
		PRESENT USE Residence	
PROPERTY TYPE: <input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> ACADEMIC <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> OTHER <input type="checkbox"/> RELIGIOUS		ASSOCIATED BUILDINGS	
		ADDITIONS AND ALTERATIONS	
		CONDITION Fair	



ARCHITECTURAL DESCRIPTION

This residential structure is a vernacular 2-story square plan building, with a gable roof covered with asphalt shingles. Walls are covered with asbestos shingles and the low foundation is stone. Windows are generally 2-over-2 lights with plain wood surrounds; the primary door is wood with 2 arched lights. There are 2 interior brick chimneys; one on the inside of the west gable and the other centrally located. The distinctive features of this structure are the 4 ganged 1-over-1 bay window with shingled roof above and the small glass enclosed porch supported by square decorative columns with bargeboard ornamentation along flat roofline. The northeast elevation has a flat addition built into hill that forms Church Street.

STATEMENT OF SIGNIFICANCE

SITE DESCRIPTION

This structure lies adjacent to Gregory Street and backs up to Church Street. The small yard is enclosed by a white board fence.

COMMENTS

REFERENCES

Gilpin County Tax Assessor's Office files.

PREPARED BY: Mary P. Kisling, NPS-RMRO	DATE 10/86
--	----------------------

Colorado Historical Society
Cultural Resources Survey
Historic Building Inventory Record

Official eligibility determination
(OAHP USE ONLY)

Date: _____ Initials: _____

- ☐ Determined Eligible-NR
☐ Determined Not Eligible-NR
☐ Determined Eligible-SR
☐ Determined Not Eligible-SR
☐ Need Data
☐ Contributing to N.R. District
☐ Not Contributing to NR District

BUILDING INFORMATION

County: Gilpin City: Black Hawk

Building Name:

271 Greary Street
Black Hawk, CO 80422-

Historic Building Name:

Date of Designation:

Designation Authority:

Demolished? Yes: ☐

State Site #: 56L.7.477

Temp Site #: rev74

W and Co. ID#: 81

Owner: Wilhelm L. Lorenz

Address: P.O. Box 11

Black Hawk, CO 80401-0011

GEOGRAPHIC INFORMATION

Township: 36 Range: 72w Section: 1: 7 2: 3: 4:

UTM Reference - Zone: 13 Easting: 457550 Northing: 4405610

USGS Quad Name: Black Hawk Gilpin County, CO Year: 1980 Map Scale: 1:24,000

Local Landmark Designation: Yes: ☐

Block#: 27

Lot #: 1

Addition(s)?:

Year:

Location: Original

Date of Move(s):

ARCHITECTURAL DESCRIPTION

Architectural Style: No Style Late Victorian

Building Plan (footprint, shape): Irregular Plan

Approximate Dimensions: Length: 0 x Width: 0

Number of Stories: 2 1/2

Primary Wall Material: Wood

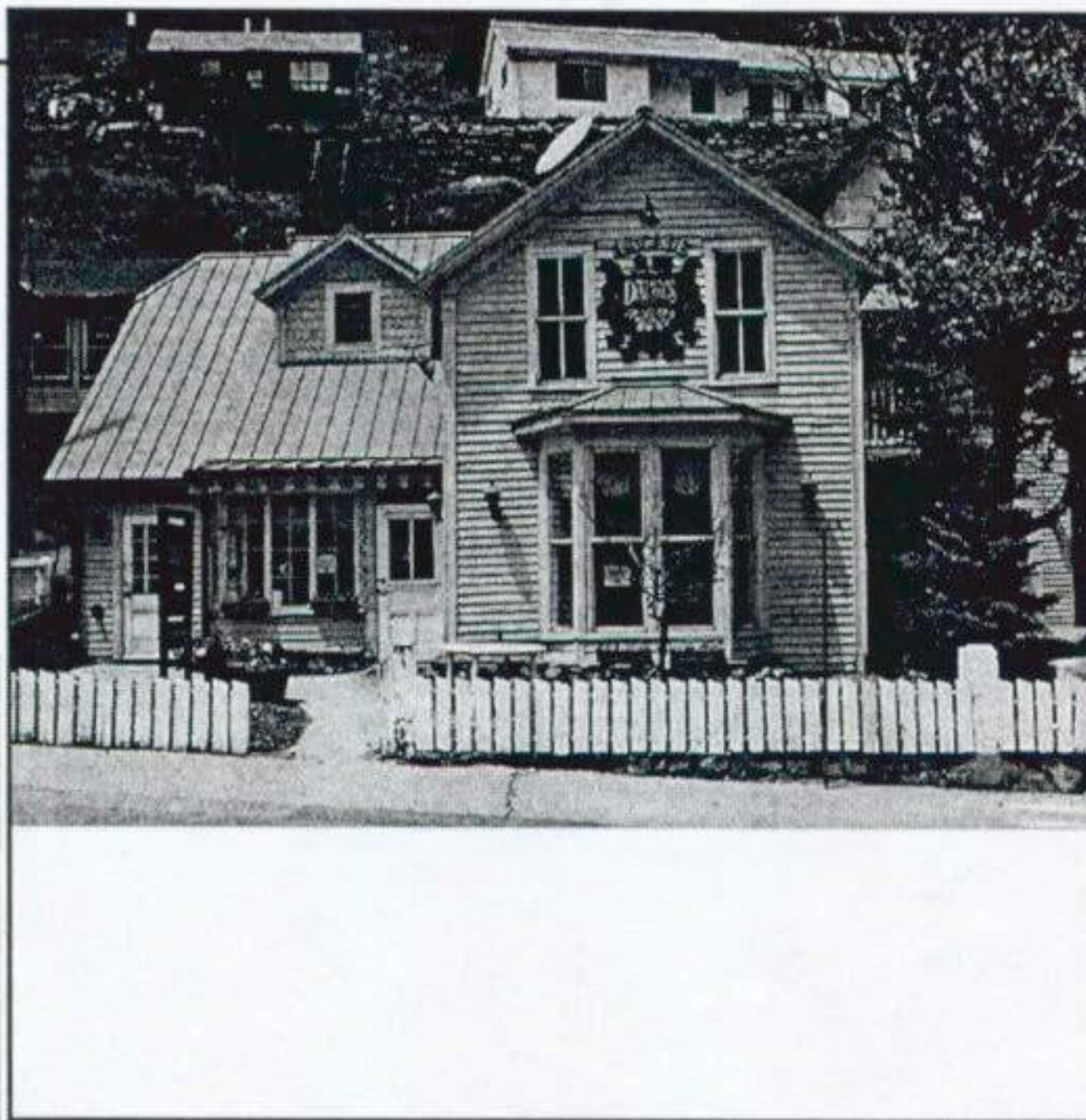
Principle Roof Configuration: Gabled Roof

Primary Roofing Material: Asphalt Roof

Architectural Description:

This 2-story commercial building has an intersecting gable roof with some clipped gables covered with standing seam metal. Walls are covered with horizontal wood siding. Windows are generally 2-over-2 single hung. The primary door is wood with 2 lights. The low foundation is constructed of stone. Significant features include: chimney; glass enclosed front porch supported by square decorative columns with bargeboard ornamentation along flat roof line.

Bay window
Dormer window added



Special Features: Chimney, fence

Landscaping Features:

Associate Buildings, Features or Objects:

DRAFT No report was completed by Winter & Co. since the project was halted in June 1998 before completion. This is the most recent information available as of June 1999. OAHP staff

ARCHITECTURAL HISTORY

Architect:

Source(s):

Builder/Contractor:

Source(s):

Original Owner: Sarah Edwards

Source(s): City of Black Hawk Deeds

Construction History (include description and dates of major additions, alterations, or demolitions):

Assume from Deeds that date of construction is on or before 1873.

place holder for legend

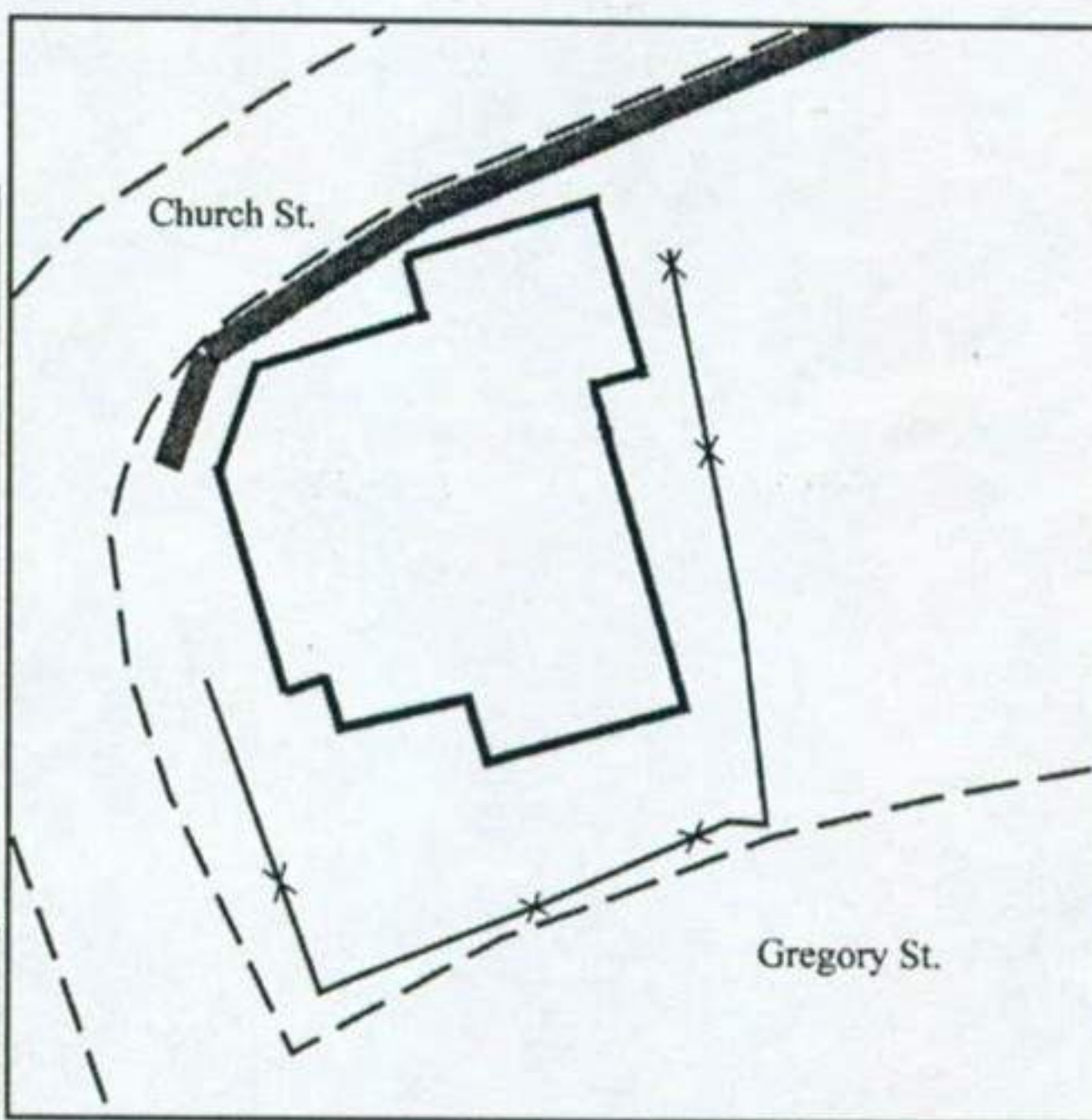
Actual Construction Date:

Estimated Construction Date: 1873

Effective Construction Date: 1980

Source(s) for Construction Date(s):

City of Black Hawk Deeds & 1995 Tax Assessor's record.



HISTORICAL ASSOCIATIONS

Original Use: ~~Domestic~~ S.D. single dwelling

Intermediate Primary Use:

Current Use: ~~Recreation & Culture~~ Casino

Original Secondary Use:

Intermediate Secondary Use:

Current Secondary Use:

Historical Background (discuss important persons and events associated with this structure. Please include source):

SIGNIFICANCE

Architectural Significance (check all that apply):

- ☐ Represents the work of a master
- ☐ Possesses high artistic value
- ☒ Represents a type, period or method of construction
- ☐ Qualifies under Criteria Considerations A-G (see manual).
- ☐ Does not meet any of the above National Register criteria.

Level of Significance: Local: ☐ State ☐ National ☐

Area(s) of Significance:

Statement of Significance:

This building represents housing stock typical to the period of significance.

Historical Significance (check all that apply):

- ☐ Associated with a significant person(s)
- ☐ Associated with a significant event
- ☐ Associated with a pattern of events
- ☒ Contributes to an historic district

Period of Significance: Beginning 1859 - Ending 1918

HISTORIC INTEGRITY

Assessment of Integrity: Rating: 2 - contributing with qualifications

NATIONAL REGISTER ELIGIBILITY ASSESSMENT

Discuss:

Field Assessment: Eligible: ☐ Not Eligible ☐ Need Data ☐

Is there National Register District potential?: ☐

If there is National Register District potential, would this building be:

Contributing ☐ Non-Contributing ☐

If this building is in an existing National Register District, is it:

Contributing ☐ Non-Contributing ☐

RECORDING INFORMATION

Negatives Filed At:

Photograph Numbers: 0

Recorder(s):

Report Title:

Organization: Winter & Company Address: 775 Poplar Ave.

Date(s):

Boulder CO - 0 Phone: () - 0

References: Gilpin County Tax Assessor / 1895 or 1886 Sanborn Insurance Maps / Western History Collection at the Denver Public Library / The library at the Colorado Historical Society / Central City and Black Hawk lithograph, 1873. By: Strobridge & Co., Cincinnati

2010 SURVEY

BLACK HAWK CULTURAL RESOURCE SURVEY
Cultural Resource Re-evaluation Form
(page 1 of 2)

1. Current Address: **271 Gregory**
2. Resource Number: **5GL.7.477**
3. NHL Resource Number: **B27-1**
4. Resource Name:
5. Purpose of this current site visit (check as many as apply)
 - ☐ Site is within a current project area
 - ☒ Resurvey
 - ☒ Update of previous site form(s)
 - ☐ Surface collection
 - ☐ Testing to determine eligibility
 - ☐ Excavation
 - ☐ Other
6. Previous Recordings:

<input checked="" type="checkbox"/> 1986 National Park Service Survey	<input checked="" type="checkbox"/> Photograph	
<input checked="" type="checkbox"/> 1991 National Historic Landmark Nomination	No Photographs	<input checked="" type="checkbox"/> Contributing
<input checked="" type="checkbox"/> 1998 Re-survey	<input checked="" type="checkbox"/> Photograph	
<input checked="" type="checkbox"/> 2004 Photo survey	<input checked="" type="checkbox"/> Photograph	
<input type="checkbox"/> Other:	<input type="checkbox"/> Photograph	
7. Exterior alterations since 1986: **2001 – replace existing windows, permit valuation \$6,600. 2002 – Repair and replace existing siding, permit valuation \$5,000. One-story west addition constructed after 1986, and the original one-story west wing was increased to 1 ½ stories, with an added gable-front dormer. This addition makes it “borderline” eligible.**
8. Additional historical background: **Recorded in the 1886 Sanborn map.**

Ca. 1880 Construction date ☐ Estimate from 1986 NPS Survey ☒ New estimate

Sources of information:

Sanborn Maps

- ☒ 1886
- ☒ 1890
- ☒ 1895
- ☒ 1900

Current Address: **271 Gregory**

(page 2 of 2)

Resource Number: **5GL.7.477**

NHL Resource Number: **B27-1**

9. Changes to Location or Size Information: **Noted in item 7 – west addition.**
10. Revised National Historic Landmark District- Contributing Building Eligibility Assessment:
Contributing ☒ Non contributing ____ Need data__
11. National Register - Individual Eligibility Assessment:
Eligible ____ Not eligible ☒ Need data____
12. Is there National Register district potential? Yes ☒ No ____
Discuss: **This is “borderline” eligible as a contributing building due to additions.**
13. Local Designation - Individual Eligibility Assessment:
Eligible ☒ Not eligible ____ Need data____
14. Is there Local district potential? Yes ☒ No ____
Discuss: **Would be a contributing building to a local district.**
15. Photograph Types and Numbers: **Digital, <.jpg> format. 271 Gregory-1.JPG**
16. Report Title: **Black Hawk Historic Resource Resurvey: 2009-2010**
17. Recorder(s): **Deon Wolfenbarger**
18. Date(s): **March 16, 2010**
19. Recorder Affiliation: **Three Gables Preservation**
20. Attachments
(check as many as apply)
☒ Photographs
☐ Site sketch map
☐ U.S.G.S. map photocopy
☒ Other _____
☐ Other _____
21. Official determination
(OAHF USE ONLY)
☐ Determined Eligible
☐ Determined Not Eligible
☐ Need Data
☐ Nominated
☐ Listed
☐ Contributing to N.R. District
☐ Not Contributing to N.R. Dist

Current Address: **271 Gregory**
Resource Number: **5GL.7.477**
NHL Resource Number: **B27-1**

Continuation Sheets

Current Photograph
Date: **04/09/2009 & 01/21/2010**



Current Address: **271 Gregory**
Resource Number: **5GL.7.477**
NHL Resource Number: **B27-1**

Continuation Sheets

2004 Photograph



1998 Resurvey Photograph



Current Address: **271 Gregory**
Resource Number: **5GL.7.477**
NHL Resource Number: **B27-1**

Continuation Sheets

1986 Survey Photograph



Current Address: **271 Gregory**
Resource Number: **5GL.7.477**
NHL Resource Number: **B27-1**

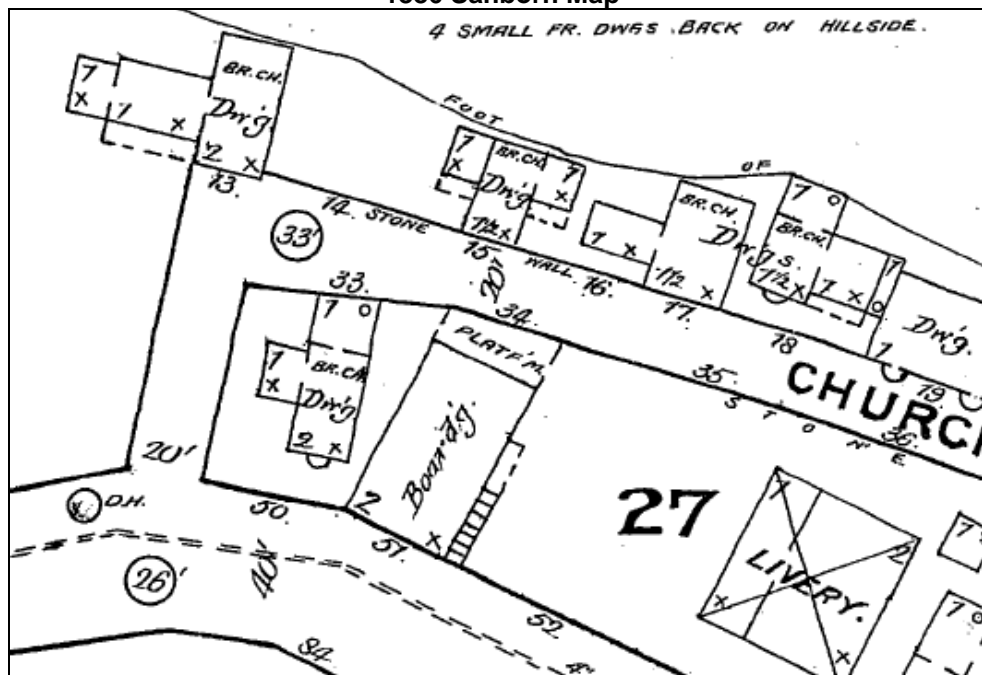
Continuation Sheets

Historic Photograph



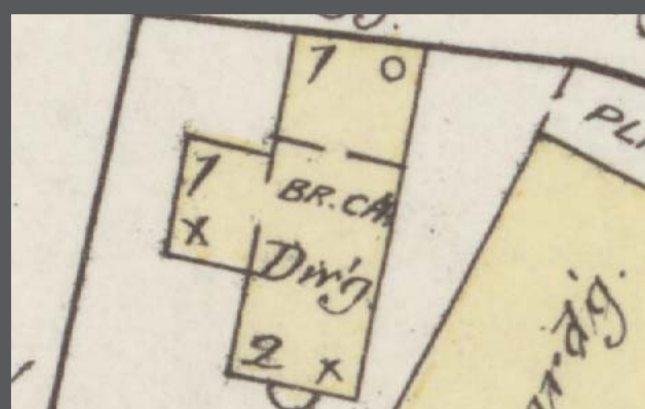
Ca. late 1890s

1886 Sanborn Map



271 GREGORY TIME LINE

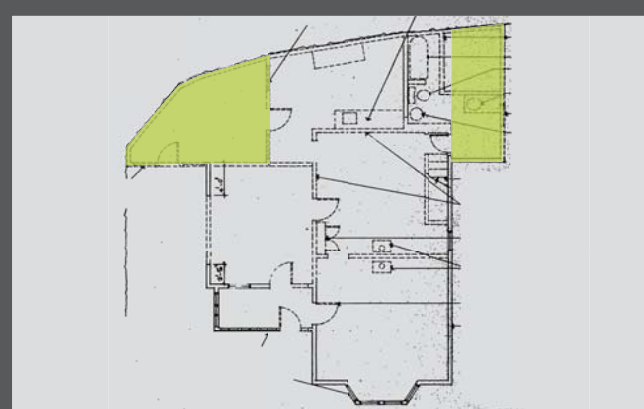
1886



STRUCTURE WAS DOCUMENTED ON 1886 SANBORN FIRE INSURANCE MAP.

ORIGINAL STRUCTURE WAS PRIMARILY 2-STORY GABLE STRUCTURE WITH SMALLER 1-STORY ELEMENTS ON THE WEST AND NORTH END OF THE BUILDING.

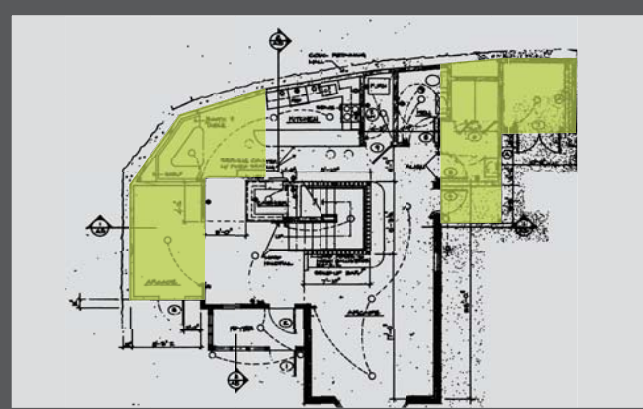
1986



BETWEEN 1886 - 1986 MINOR ADDITIONAL FLOOR SPACE WAS ADDED TO THE NORTH OF THE RESIDENCE.

NO RECORD OF WORK BETWEEN 1886 AND 1992.

1992



MOST EXTENSIVE MODIFICATIONS MADE FOR THE "LORENZ/GREY HOUSE/ ARCADE" WERE MADE IN 1992, BY DEVELOPMENT/ DESIGN CONSORTIUM.

MODIFICATIONS INCLUDED A COMPLETE INTERIOR DEMOLISH OF THE BUILDING. ADDITIONAL FLOOR SPACE WAS ADDED ON THE 1ST AND 2ND FLOOR.

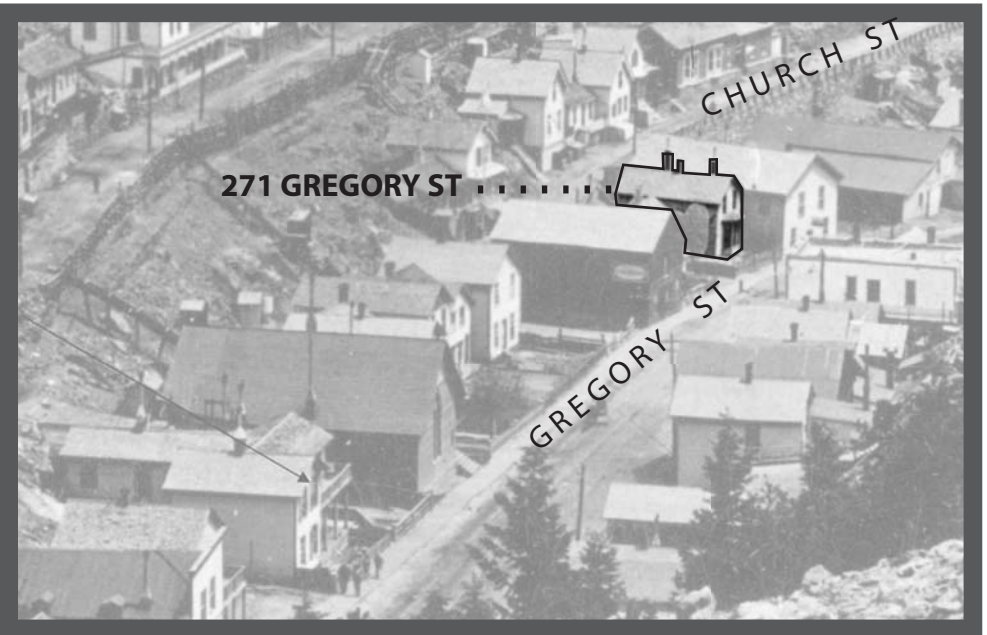
2010



MOST RECENT MODIFICATION DID NOT ADD ANY ADDITIONAL AREA, AND WAS PRIMARILY INTERIOR RENOVATIONS TO UTILITY SPACES.

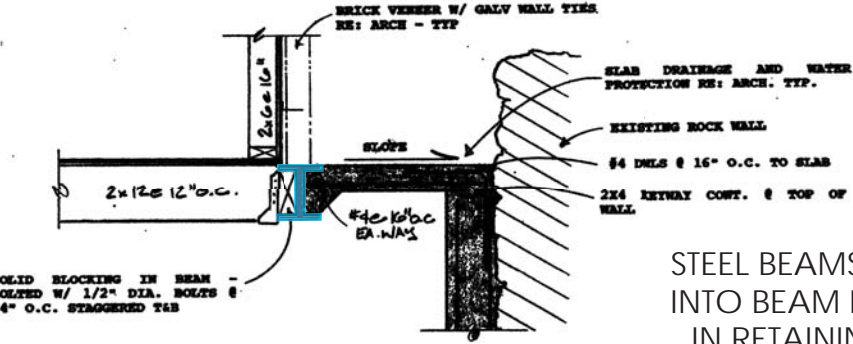
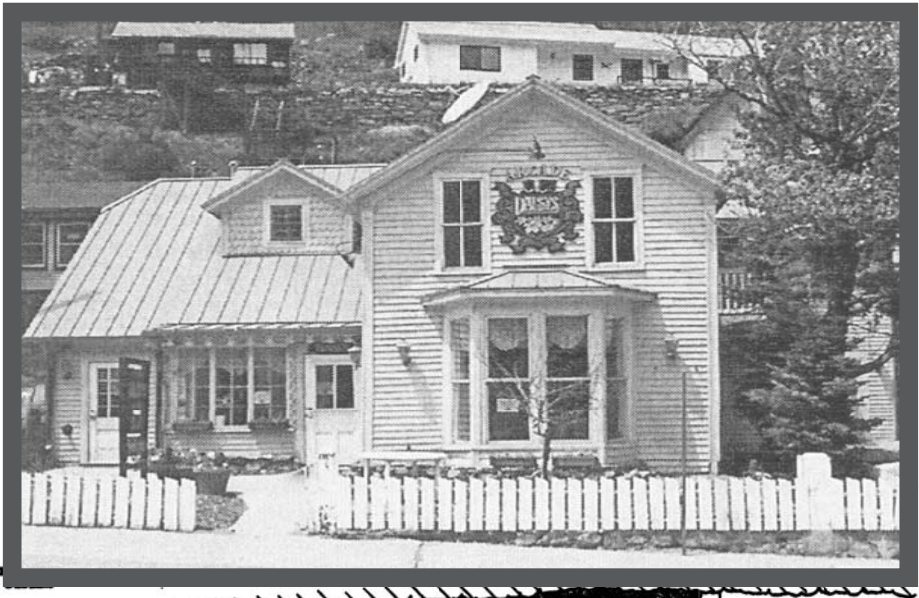
NO HISTORIC WORK DONE WORTH PRESERVATION.

© 2006 The Authors
 Journal compilation © 2006 Blackwell Publishing Ltd



1992 - BUILDING RENOVATION

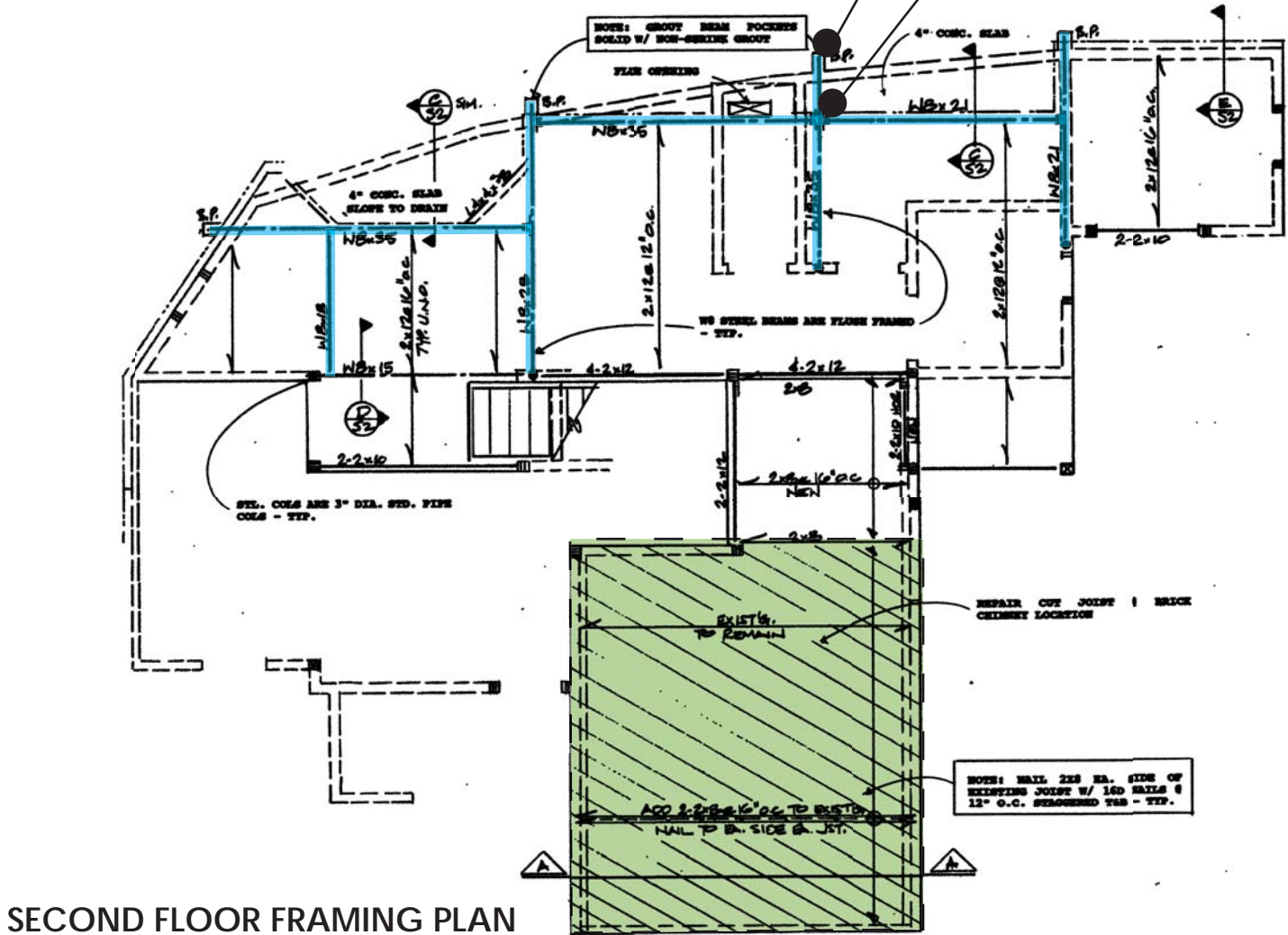
- = HISTORIC FRAMING THAT HAS REMAINED
- = STEEL BEAMS THAT ARE ATTACHED TO RETAINING WALL/ CONCRETE PATIO



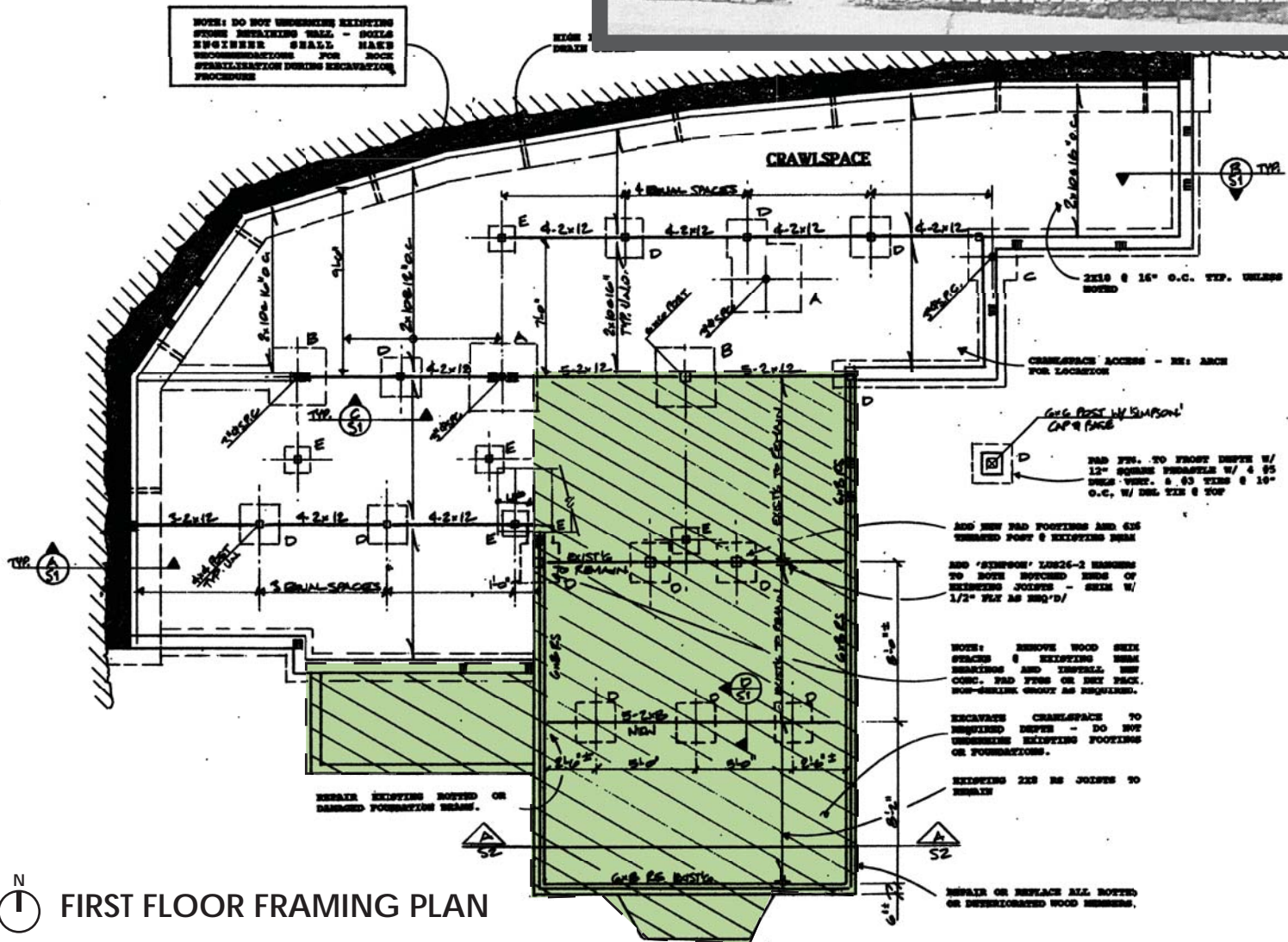
SECOND FLOOR CONC PATIO DETAIL

STEEL BEAMS ARE SET INTO BEAM POCKETS IN RETAINING WALL

A MAJORITY OF BEAMS USE FACE HANGER CONNECTIONS W/ NO SUPPORT UNDERNEATH. IF STEEL BEAMS ARE CUT FROM POCKETS, COMPLEX TEMPORARY SUPPORT OF FLOOR WILL BE REQUIRED.



SECOND FLOOR FRAMING PLAN





FIRST FLOOR FRAMING PLAN

2010 - BUILDING REMODEL

PATIO IS POURED CONCRETE THAT IS TIED INTO RETAINING WALL.
SEE S.3, "SECOND FLOOR FRAMING DETAIL".
LOW FEASIBILITY OF PRESERVING.

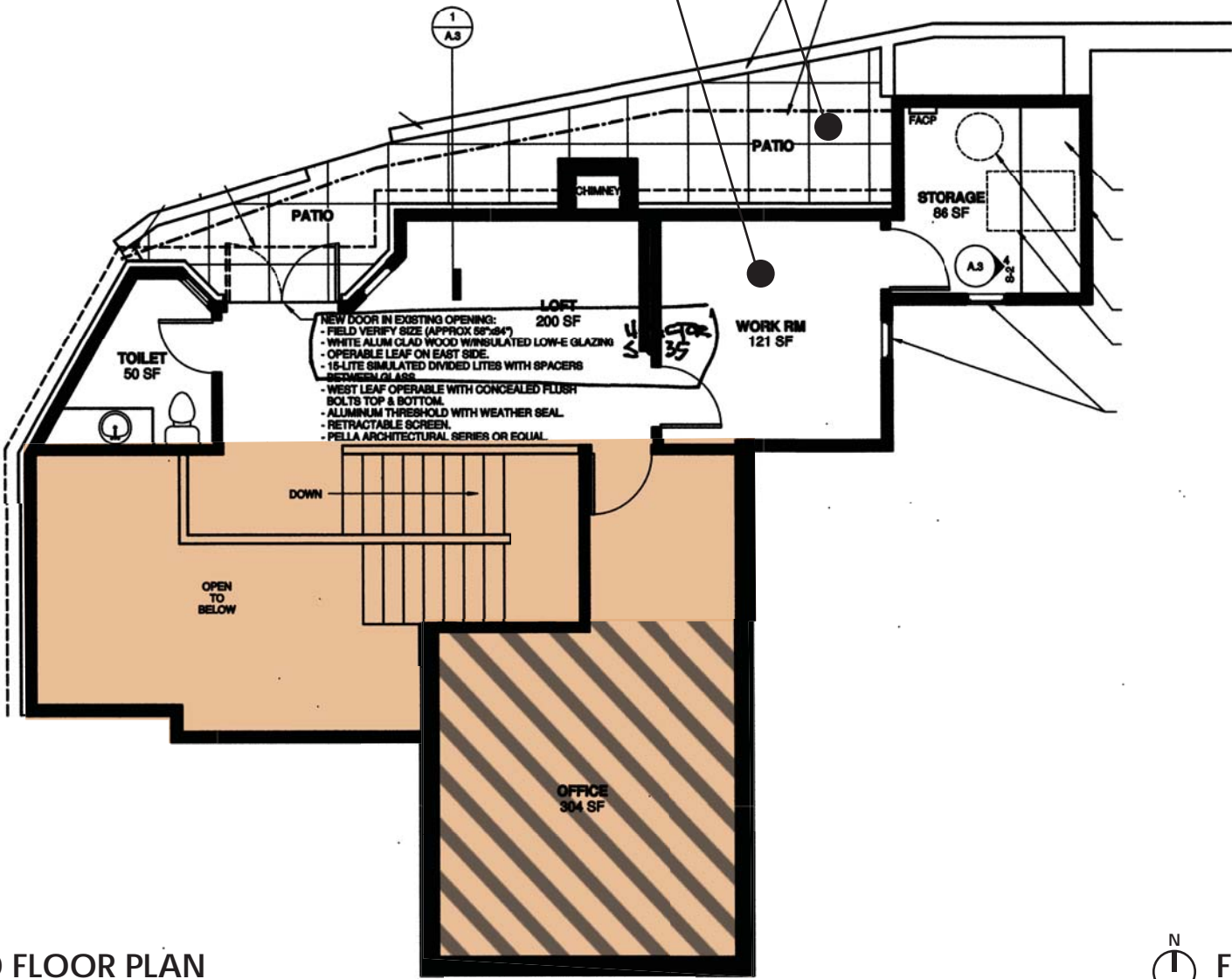
SECOND FLOOR AREA IS SUPPORTED BY STEEL BEAMS THAT ARE TIED INTO RETAINING WALL AND CONCRETE PATIO.
SEE S.3 "SECOND FLOOR FRAMING PLAN".
LOW FEASIBILITY OF PRESERVING.

-  = PROPOSED AREA TO BE RELOCATED.
-  = PROPOSED AREA TO BE RELOCATED THAT CONTAINS HISTORIC FRAMING.

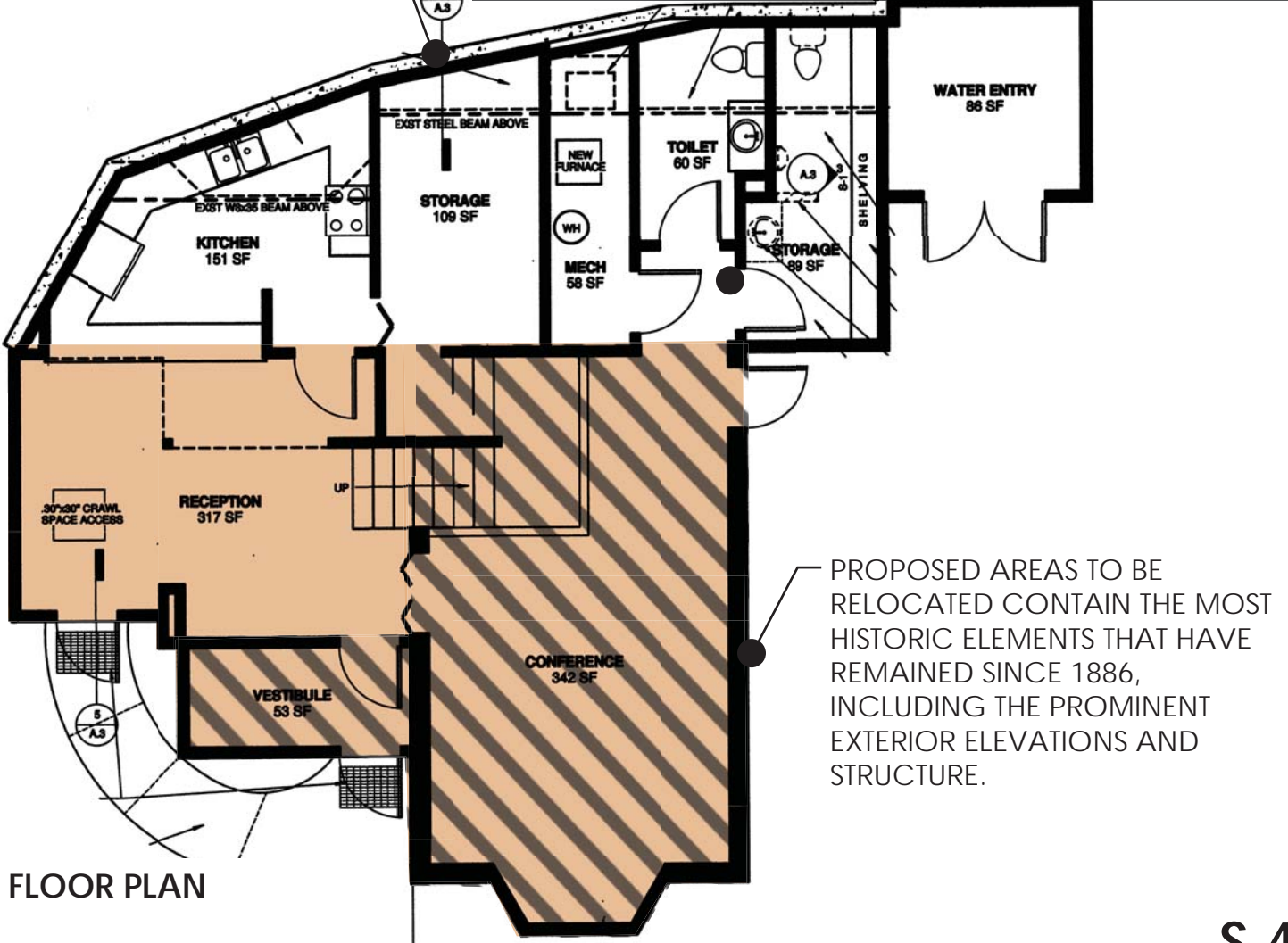
NO EXISTING EXPOSED EXTERIOR TO MAINTAIN.
EXTERIOR WALLS ALL BUILT AGAINST STONE RETAINING WALL



SECOND FLOOR PLAN



FIRST FLOOR PLAN



PROPOSED AREAS TO BE RELOCATED CONTAIN THE MOST HISTORIC ELEMENTS THAT HAVE REMAINED SINCE 1886, INCLUDING THE PROMINENT EXTERIOR ELEVATIONS AND STRUCTURE.

RESOLUTION 87-2023
A RESOLUTION
CONDITIONALLY
APPROVING A REVISED
CERTIFICATE OF
ARCHITECTURAL
COMPATIBILITY FOR
THE COPPER KITCHEN
PIZZERIA LOCATED AT
307 GREGORY STREET

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

Resolution No. 87-2023

**TITLE: A RESOLUTION CONDITIONALLY APPROVING A REVISED
CERTIFICATE OF ARCHITECTURAL COMPATIBILITY FOR THE
COPPER KITCHEN PIZZERIA LOCATED AT 307 GREGORY STREET**

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 approve the revised Certificate of
Architectural Compatibility ("COAC") for the Copper Kitchen Pizzeria and associated public
elevator, located at 307 Gregory Street, on the following conditions:

- A. All proposed renovations shall match those proposed by PEH Architects as
submitted by the City of Black Hawk;
- B. All applicable building and electrical permits must be obtained prior to
commencing construction; and
- C. The COAC approval is valid for up to 6 months after the approval date.

RESOLVED AND PASSED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a request for a Certificate of Architectural Compatibility – Major for the construction of the Copper Kitchen Pizzeria and elevator located on property described in Exhibit A and generally located at 307 Gregory Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, December 13, 2023 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers, located at 211 Church Street, Black Hawk, CO 80422, or at such other time or place in the event this hearing is adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner, CMC
City Clerk

EXHIBIT A

S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 026 Lot: 011B AND:- Lot: Thru 013 & PT OF
14 DESC 593/133

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: A revised Certificate of Architectural Compatibility for the Copper Kitchen Pizzeria and associated public elevator at 307 Gregory Street.

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

MOTION TO APPROVE Resolution 87-2023 – A Resolution conditionally approving a revised Certificate of Architectural Compatibility for the Copper Kitchen Pizzeria located at 307 Gregory Street, on the following conditions:

- A. All proposed renovations shall match those proposed by PEH Architects as submitted by the City of Black Hawk;
- B. All applicable building and electrical permits must be obtained prior to commencing construction; and
- C. The COAC approval is valid for up to 6 months after the approval date.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk is requesting review and approval of a revised Certificate of Architectural Compatibility for the Copper Kitchen Pizzeria and elevator consistent with the Gregory Street Sub-Area Plan adopted by the City in 2013. Improvements include the new construction of the restaurant and an elevator to meet accessibility requirements.

AGENDA DATE: December 13, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

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

DOCUMENTS ATTACHED: Resolution 87-2023
Staff Report & Attachments

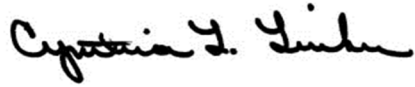
RECORD: ☐ Yes ☒ No

UPDATE GIS MAP: ☒ Yes ☐ No

CoBH CERTIFICATE OF INSURANCE REQUIRED: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager



Vincent Harris, AICP, Baseline Corporation

Staff Report

**CITY OF BLACK HAWK
PLANNING / LAND USE**

Date prepared: November 27, 2023
Meeting Date: December 13, 2023

STAFF REPORT: Certificate of Architectural Compatibility: Copper Kitchen Pizzeria

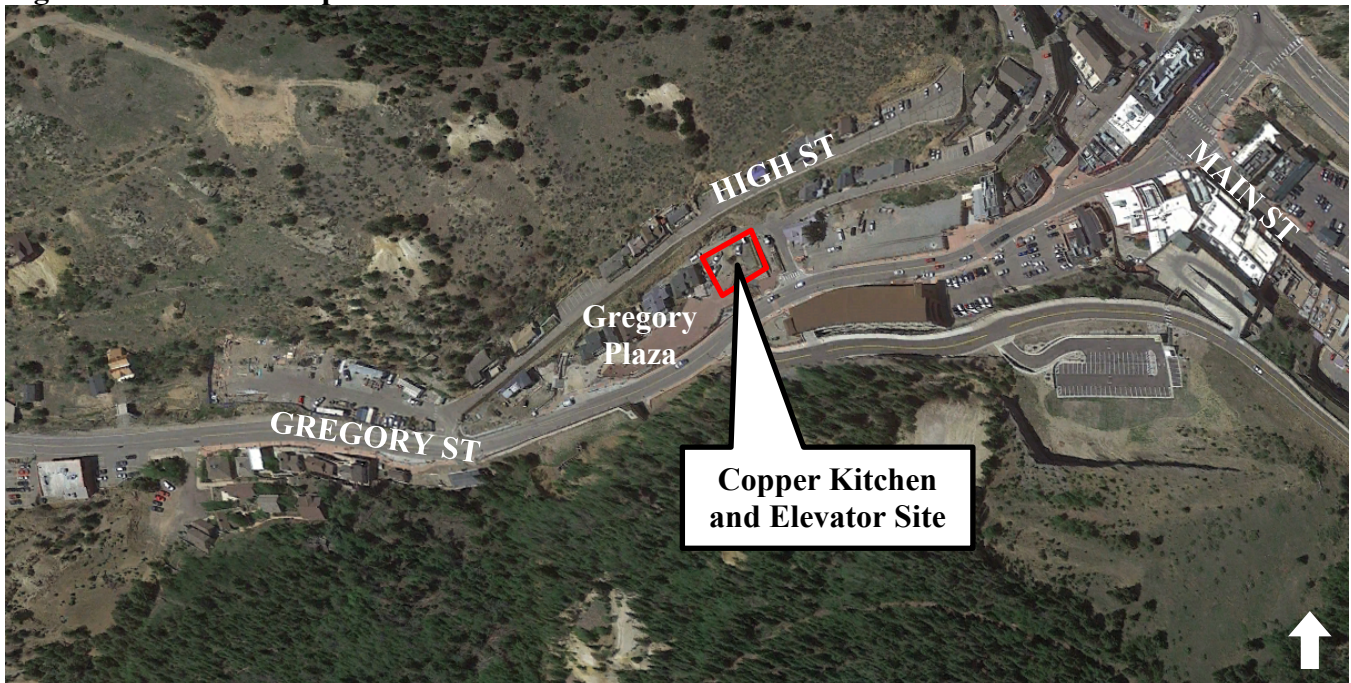
For: City Council
Project Number: P-23-09a
Property Address: 307 Gregory Street, Black Hawk, CO 80422
Applicants: City of Black Hawk
Zoning: History Appreciation Recreation Destination (HARD)
Prepared by: Alyssa Rivas - Baseline Corporation
Approved by: Vincent Harris, AICP - Baseline Corporation
Reviewed by: Cynthia Linker, CP&D Director



BACKGROUND:

On October 27, 2023, the City of Black Hawk applied for review and approval of a Certificate of Architectural Compatibility (COAC) for the Copper Kitchen Pizzeria and elevator. The request involves the new construction of the restaurant, the removal of the existing accessible ramp, and the addition of an elevator to better meet ADA accessibility requirements better. Building and site improvements include the construction of a pizzeria restaurant and bar building, an exterior event deck with space for outdoor seating, a new public elevator, and new landscaped areas.

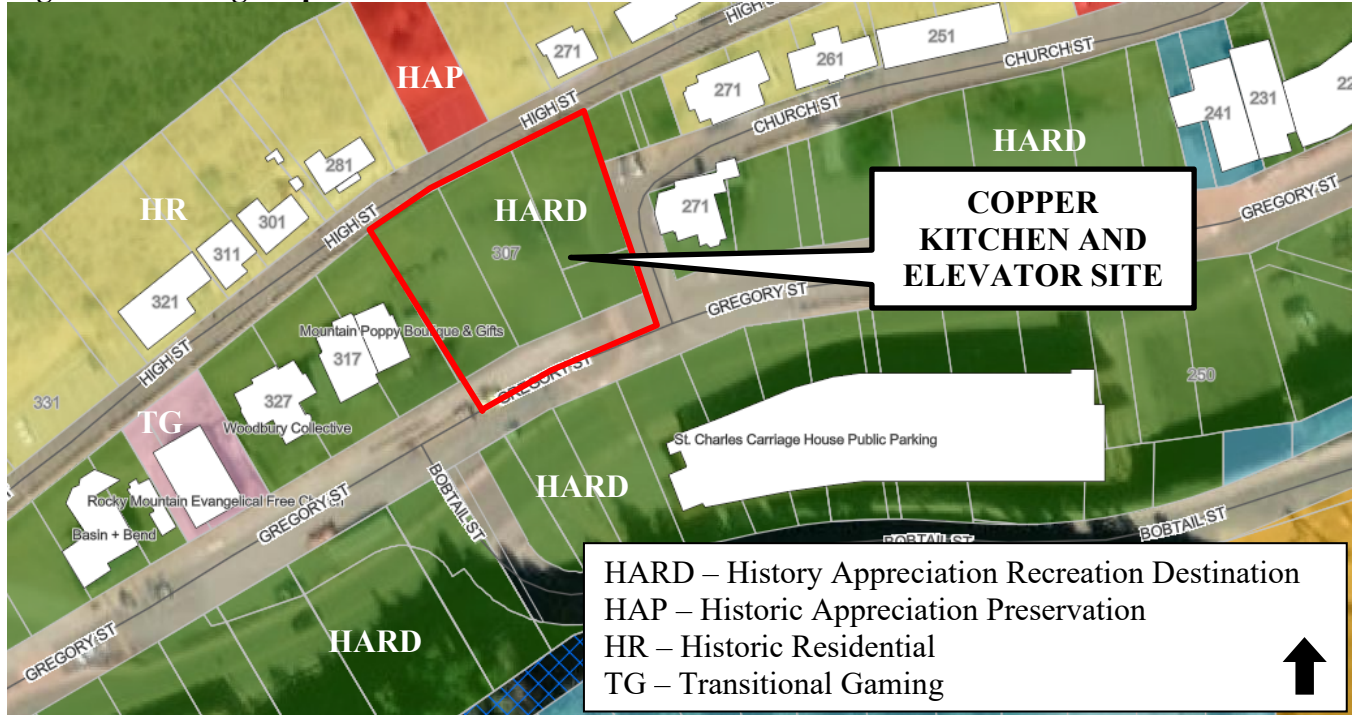
Figure 1: Location Map



ZONING:

The Copper Kitchen site is located at 307 Gregory Street and is zoned History Appreciation Recreation Destination (HARD). The proposed restaurant and bar use is a permitted use within the HARD District.

Figure 2: Zoning Map



REQUEST:

This request is part of the continuing improvement projects outlined by the Gregory Street Sub-Area Plan adopted by the Black Hawk City Council in 2013. The Plan outlines the goals of the City to establish Gregory Street as a walkable pedestrian commercial experience. The first set of buildings were approved for renovation and construction on Gregory Plaza on June 26, 2019, by Resolution No. 39-2019. That approval included the McAfee House, the Woodbury House, the Norton House, a new Fire Truck Display building, the Bobtail Mine building, and two public restrooms.

This request includes the new construction of the Copper Kitchen Pizzeria and elevator. Once constructed, the new building will provide commercial space for a proposed restaurant and bar. An event deck with space for outdoor seating, and landscaped areas are also proposed. The request also includes the removal of the existing accessible ramp, and the addition of a new elevator in the pedestrian area near the intersection of Gregory Street and Church Street.

The Gregory Street Site Development Plan for City owned properties located at 200 – 496 Gregory Street was approved on May 24, 2023 by Resolution 41-2023. The 1st Amendment to this SDP has been submitted as a separate application and adds the proposed Copper Kitchen and elevator to the other existing improvements on Gregory Street. While a site plan has been included with the drawing set for the Copper Kitchen and Elevator COAC application, review of the site plan is not included in this staff report. The Copper Kitchen and Elevator COAC will be presented to the City Council; however, the Gregory Street Site Development Plan Amendment (Minor) will be reviewed and approved administratively. The design approval for this proposed COAC follows the SDP Amendment approval. Figures 3 and 4 below represents the Copper Kitchen Site Plan and are included here for reference.

Figure 3: Copper Kitchen Proposed Site Plan

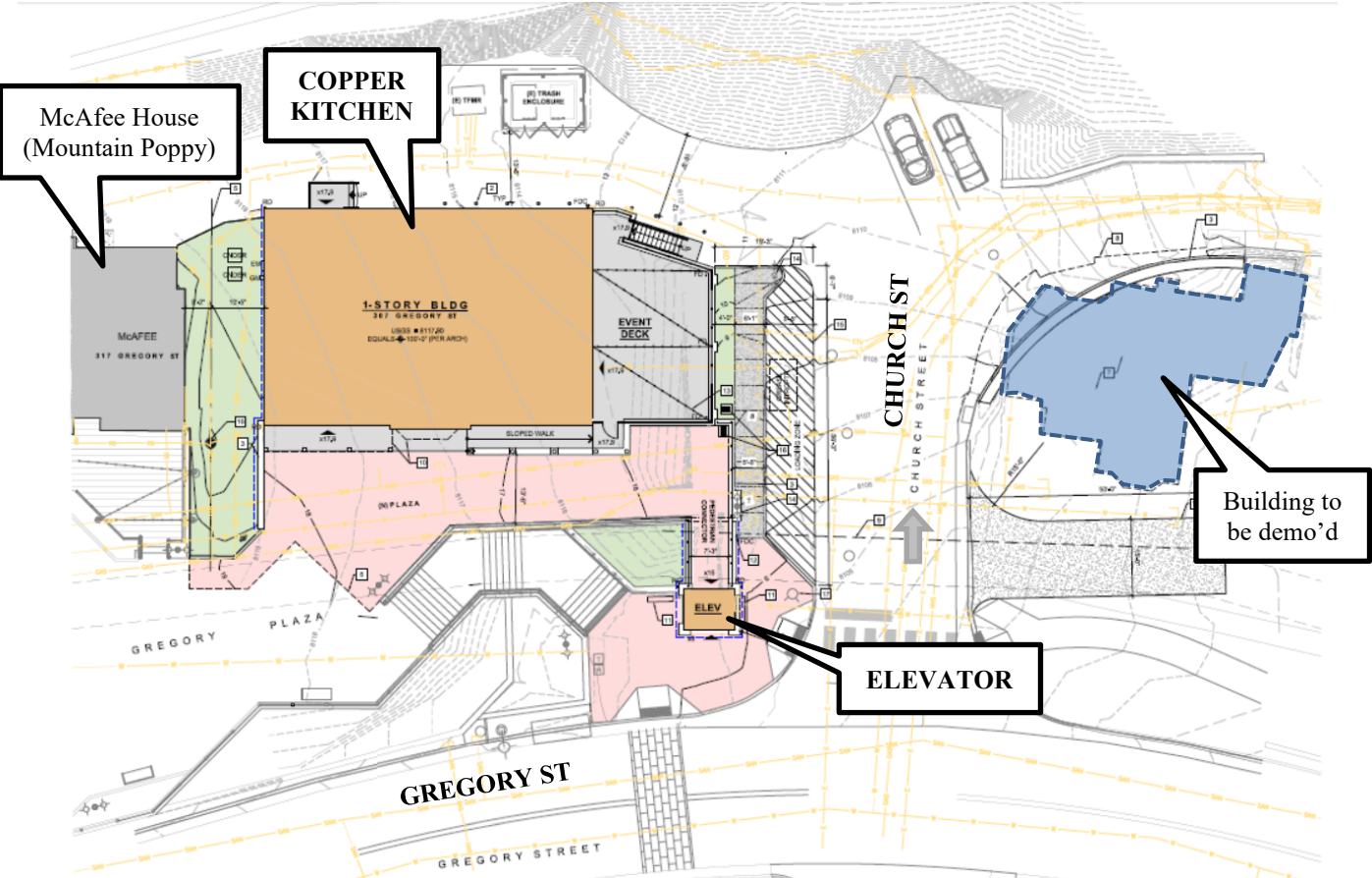
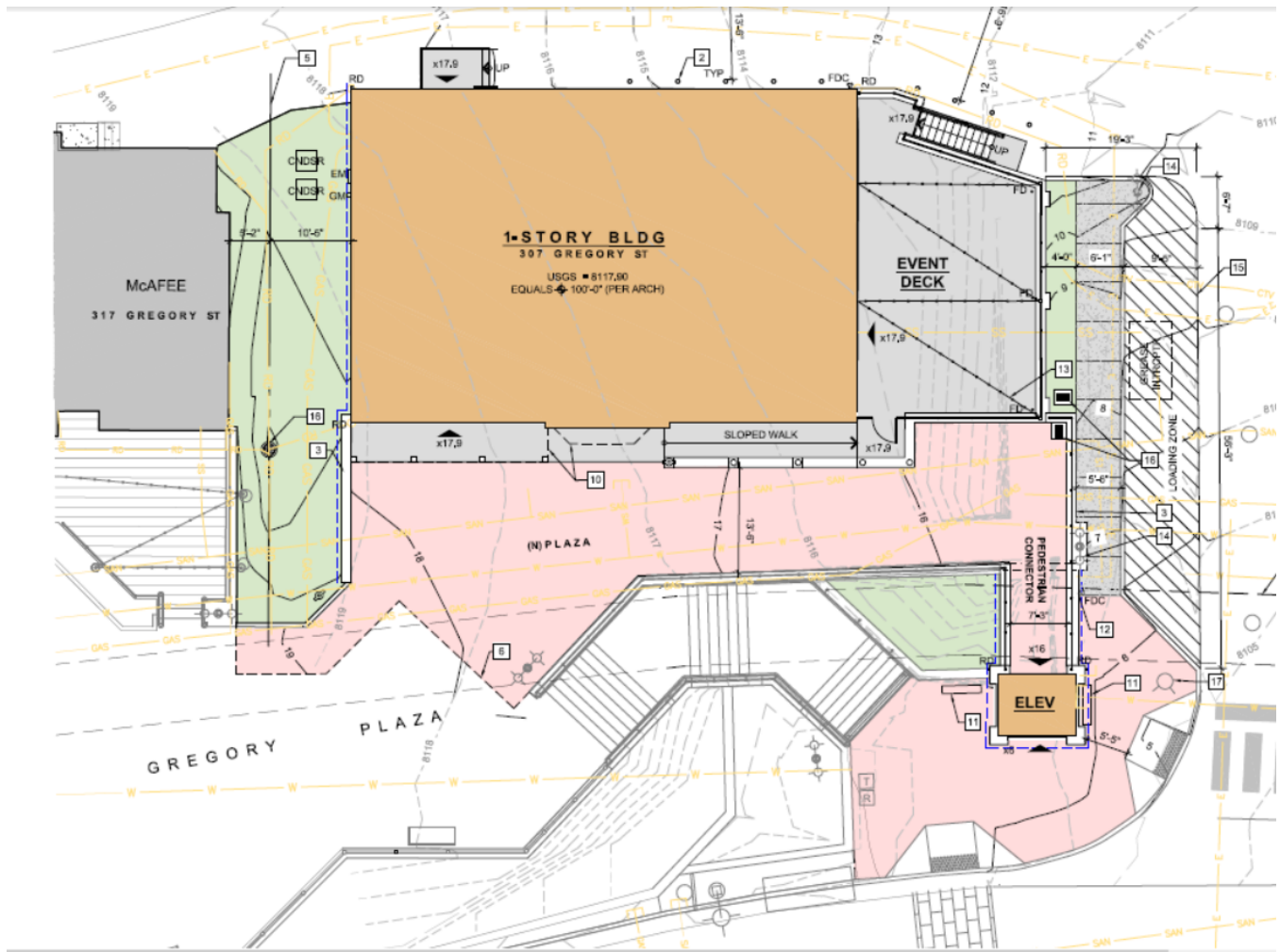


Figure 4: Enlarged Site Plan



PROPOSED SITE IMPROVEMENTS:

The proposal includes the new construction of the Copper Kitchen Pizzeria, and the removal of the existing accessible ramp. A new elevator will be constructed to better meet ADA accessibility requirements. Building and site improvements include the construction of the restaurant and bar, an exterior event deck with space for outdoor seating, and new landscaped areas. Proposed building and elevator materials are complementary to the existing buildings on Gregory Plaza and include horizontal lap siding, copper roofing and gutters with standing seam metal panels, and stone masonry veneer in colors that are consistent with the historic color palette adopted by the City of Black Hawk. Additional site improvements include landscaping surrounding the building foundation. Plant materials include perennials, grasses, and shrubs consistent with the existing Gregory Plaza landscaping. Ground covers include white quartz and cedar mulch that will also match existing landscape beds. Figures 5 – 10 depict renderings, elevations, exterior finishes, and materials proposed for the Copper Kitchen project.

Figure 5: View of Proposed Building from Gregory Street



Figure 6: View of Proposed Elevator from Gregory Street



Figure 7: Proposed Building Elevations



Figure 8: View of Proposed Elevator and Building from Church Street



Figure 9: Proposed Elevator Elevations

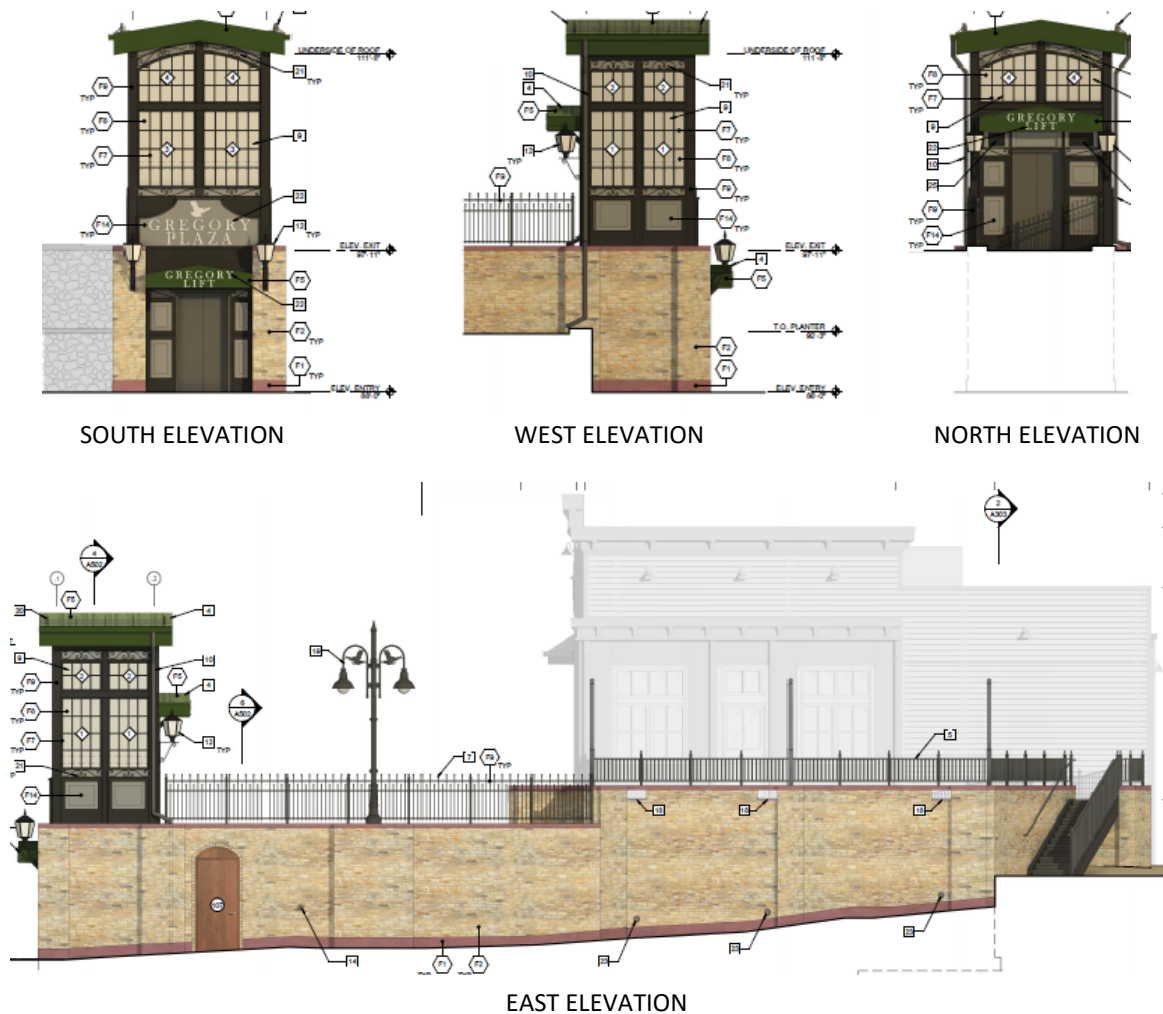















Figure 10: Building & Elevator Exterior Finish Chart

<div> <div>EXTERIOR FINISH CHART</div> <div>X</div> </div>					
MARK	COLOR	CSI#	TYPE	MRF	FINISH
F1		03 30 00	CONC	DAVIS COLORS	BAJA RED
F2		04 43 13	STONE MASONRY VENEER	GENERAL SHALE	HONEY SUCKLE (GC TO MATCH (E) STONE)
F3		07 41 43	COPPER ROOF & GUTTER	--	--
F4		07 41 13	METAL ROOF PANELS	SHEFFIELD METALS INT.	REGAL RED
F5		07 41 13	METAL ROOF PANELS	SHEFFIELD METALS INT.	EVERGREEN
F6		08 52 30	WINDOW/ DOOR FRAMES	MARVIN WINDOWS	WINEBERRY
F7		08 41 13	STOREFRONT	MANKO WINDOW SYSTEMS	BLACK ACID ETCH
F8		08 81 13	GLAZING	GUARDIAN GLASS	SNX 62/27 ON CRYSTAL GRAY
F9		09 91 13	PAINT - GUARDRAIL/ HANDRAIL/ STAIR/ ELEVATOR STRUCTURAL STEEL	SHERWIN WILLIAMS	TRICORN BLACK
F10		09 91 13	PAINT - FIELD SIDING	SHERWIN WILLIAMS	DOWNING STRAW
F11		09 91 13	PAINT - TRIM	SHERWIN WILLIAMS	AURORA BROWN
F12		09 91 13	PAINT - ACCENT	SHERWIN WILLIAMS	ROYCRAFT COPPER RED
F13		09 91 13	PAINT - ACCENT	SHERWIN WILLIAMS	CLASSICAL WHITE
F14		09 91 13	PAINT - METAL PANEL	SHERWIN WILLIAMS	CLASSIC FRENCH GRAY

Applicable City of Black Hawk Regulations

Excerpts from:

City of Black Hawk Zoning Code Chapter 16 – Zoning

Section 16-368. (a) (3) *Any person seeking to modify the exterior of, add to, or construct a new building shall be subject to the following procedures. Any such renovation, construction or demolition shall be subject to the City's design standards.*

Section 16-368. (a) (5) *The City shall not issue a building permit or site development plan for any of the following activities until a Certificate of Architectural Compatibility ("COAC") has been issued for the project.*

- a. Construction of a new building, structure or improvement;*
- b. Alteration or reconstruction of, or addition to, the exterior of any improvement;*
- c. Demolition of any improvement;*
- d. Construction or erection of or addition to any improvement upon any land located within the City; or*
- e. Excavations requiring an excavation permit.*

Section 16-368. (e) (3) *Except for applications seeking a COAC for demolition of a structure, which review is controlled by the criteria in subsection (4) below, in considering the issuance of a COAC, the City shall consider the following:*

- a. All plans, drawings and photographs as may be submitted by the applicant;*
Staff Comment: The applicant has submitted plans that are included with this Staff Report.
- b. If a public hearing is required, any information presented at a public hearing held concerning the proposed work;*
Staff Comment: A public hearing will be held and the City Council should take in to consideration any comments discussed at that time.
- c. The purpose of this Chapter;*
Staff Comment: The purpose of this chapter is to provide guidance for the appropriate development of property within each zone district as well as its particular suitability to specific uses. This chapter is also designed to promote the health and general welfare of the citizens of Black Hawk as well as visitors to the City. The proposed restaurant and bar use is suitable to the property's zoning and surrounding land uses. The proposed elevator will provide greater ADA accessibility to patrons. The establishment of this

commercial business will not endanger the health and general welfare of the citizens or visitors of Black Hawk.

- d. Compliance with this Code and the payment of all fees required by this Code;*

Staff Comment: The City of Black Hawk, as the applicant, is not required to pay land use application fees.

- e. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value; and*

Staff Comment: The architecture of the proposed new construction fits in with the historic character of the City, and is consistent with other recently renovated buildings on Gregory Plaza. As a reminder, the Fire Truck display building was also a completely new construction building within Gregory Plaza to the west. The proposed construction of a new building will not affect the historic or aesthetic interest of the site or the district, and reflects the historic architecture within the Plaza and the surrounding area. All proposed colors match the approved historic color palette for the City of Black Hawk.

- f. Compliance with the City's residential or commercial design standards, as appropriate, including, but not limited to, reference to the historical and architectural style, the general design, arrangement, texture, materials and color of the development, building or structure in question or its appurtenance fixtures; the relationship of such features to similar features of the other buildings within the City the position of the building, structure, park or open space in relation to public rights-of-way and to other buildings and structures in the City.*

Staff Comment Regarding Exterior Site Improvements: The proposed construction maintains and adheres to the character of the existing Gregory Plaza site while improving the site's aesthetics, and providing additional non-gaming drinking and dining opportunities for residents and visitors.

Staff Comment Regarding the New Elevator: The design and selection of building materials are consistent with the historic character of Gregory Plaza. Complementary building materials and colors have been selected from the historic color palette adopted by the City and are recommended by staff for use and approval.

STAFF SUMMARY:

Staff from Baseline Corporation has evaluated the information provided by PEH Architects on behalf of the City of Black Hawk for this project. The City of Black Hawk Municipal Code allows for new construction and exterior renovations of non-residential buildings with the approval of a Certificate of Architectural Compatibility. Staff from Baseline Corporation recommends that a Certificate of Architectural Compatibility be granted. The proposed construction is acceptable, consistent with the adopted Gregory Street Sub-Area Plan, and meets the intent of the Commercial Design Guidelines as adopted by the City of Black Hawk.

In summary, Staff recommends that a Certificate of Architectural Compatibility for the Copper Kitchen Pizzeria and elevator development be granted, subject to the following conditions:

1. All proposed renovations shall match those proposed by PEH Architects as submitted by the City of Black Hawk;
2. All applicable building and electrical permits must be obtained prior to beginning construction; and
3. COAC approval is valid for up to 6 months after the approval date.

FINDINGS:

City Council may *approve, conditionally approve, or deny* a Certificate of Architectural Compatibility. To support this proposal, the following findings can be used:

The proposed Copper Kitchen development and new elevator meets the intent of the criteria outlined in Section 16-368 of the Municipal Code and those found in Black Hawk's Commercial Design Guidelines as noted and evaluated in the staff report presented to City Council.

RECOMMENDATION:

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


MOTION TO APPROVE Resolution No. 87-2023, a Resolution conditionally approving a revised Certificate of Architectural Compatibility for the Copper Kitchen located at 307 Gregory Street on the following conditions:

1. All proposed renovations shall match those proposed by PEH Architects as submitted by the City of Black Hawk;
2. All applicable building and electrical permits must be obtained prior to beginning construction; and
3. COAC approval is valid for up to 6 months after the approval date.

ATTACHMENTS:

1. Land Development Application
2. Copper Kitchen and Elevator Development Plan Set

Applicant's Submittal

	Black Hawk PO Box 68, Black Hawk, CO 80422	<u>Certificate of Architectural Compatibility (COAC) - (Major)</u>
		23BH-PL00045

Application Details

Application Date: 10/27/2023 Acceptance Date: 10/27/2023 Job Site Address: 307 Gregory Street, Black Hawk, CO 80422 Category: Planning Type: Certificate of Architectural Compatibility (COAC) - (Major)	Property Owner: The City of Black Hawk - Steve Cole, City Manager Mailing Address: PO Box 68 Black Hawk, CO 80422 Phone: (303) 582-2200 Email: SCole@cityofblackhawk.org
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Description of Work:
 New construction of the Copper Kitchen Pizzeria and an elevator to meet accessibility requirements for the Gregory Plaza after removal of the existing accessible ramp.

Contractors:	Applicant: Name: Julie Esterl o.b.o. The City of Black Hawk Phone: (303) 202-5010 Email: julie.esterl@baselinecorp.com Occupant: Name: Phone: Email:
---------------------	--

Fields	
# Parking Spaces: Lot Size: Required Setback East: Required Setback North: Required Setback South: Total Square Footage:	Estimated Valuation: \$0.00 Required Setback Back: Required Setback Left: Required Setback Right: Required Setback West:

Application Terms
I, as the applicant, hereby certify that I believe to the best of my knowledge that all information supplied with this application is true and accurate and that consent of the property owner has been obtained. I also commit to pay all fees based on the City of Black Hawk's adopted fee schedule.
Submitted by: Julie.esterl@baselinecorp.com

This document is NOT a permit and does not constitute approval or authorize any construction or changes to the above location.

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

PROJECT DIRECTORY

Client:
City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
Matt Reed, Project Manager
P: (303) 582-2288
mreed@cityofblackhawk.org
Stephen Cole, City Manager
P: (303) 582-2200
scole@cityofblackhawk.org
Tom Isbester, Public Works
P: (303) 582-1324
tisbester@cityofblackhawk.org
Cindy Linker, Planning Dept
P: (303) 582-0615
clinker@cityofblackhawk.org

Architect of Record:
PEH ARCHITECTS
1720 14th Street, Suite 100
Boulder, CO 80302
P: (303) 442-0408
Peter E. Heinz, AIA, Principal
peheinz@peharch.com peheinz@peharch.com
Joshua Zinnecker, AIA, Project Architect
joshz@peharch.com joshz@peharch.com

Civil Engineer/ Surveyor:
Baseline Engineering Corp
112 N Rubey Drive, Suite 210
Golden, CO 80403
P: (303) 940-9966
Luke Myers, P.E.
C: (970) 201-0169
luke.myers@baselinecorp.com

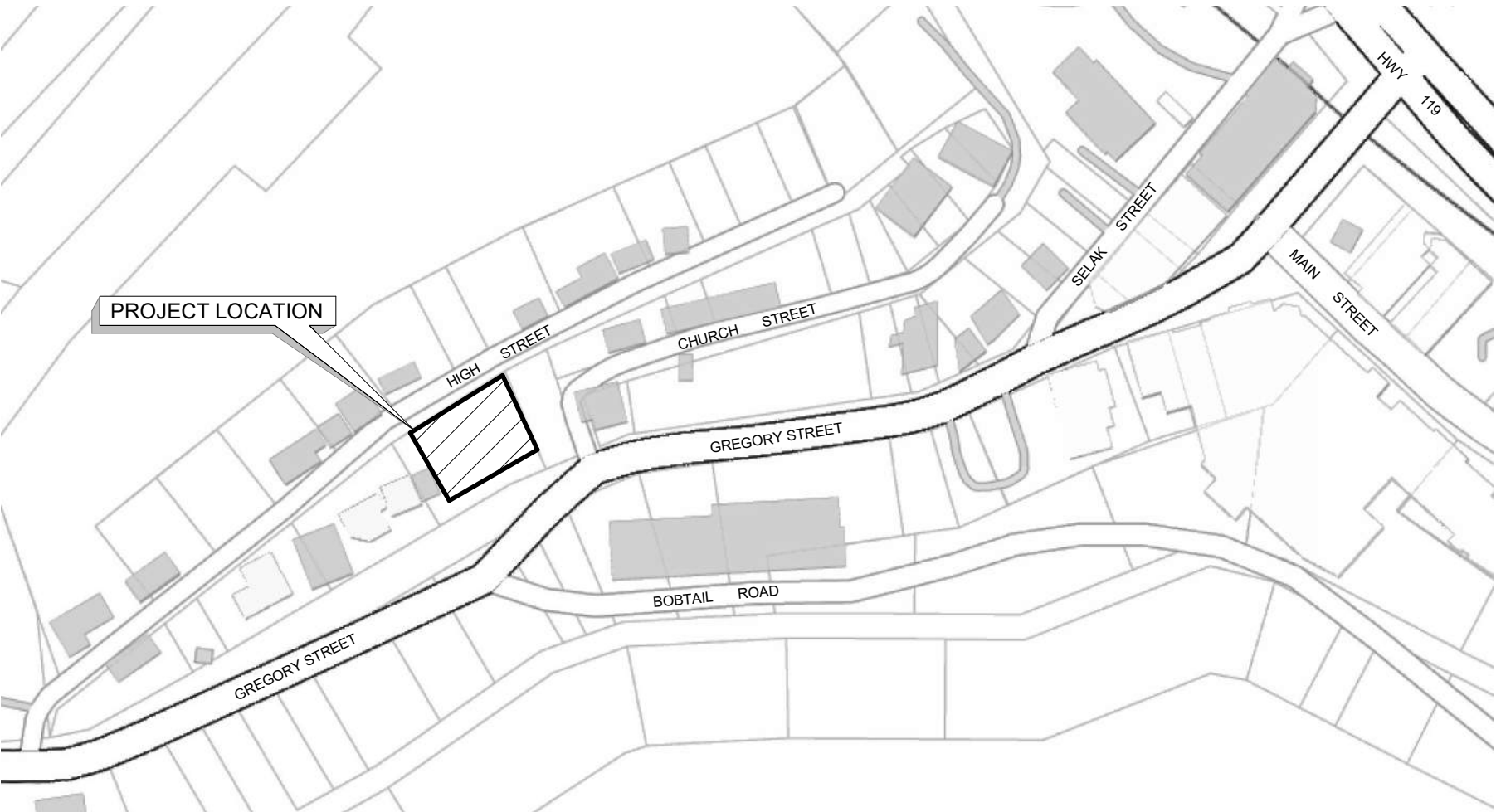
Landscape Architect:
Coloring Colorado
P.O. Box #8
Nederland, CO 80466
P: (303) 818-6208
Elizabeth Allen, M.S. Horticulture
info@coloringcolorado.com

Structural Engineer:
Mozer-Renn Structural
8573 E. Napa Place
Denver, CO 80237
Natalie Mozer-Renn, P.E.
P: (303) 759-2200
C: (303) 870-5039
nmozer-renn@mrstructural.com

Mechanical/ Electrical/ Plumbing Engineer:
Boulder Engineering Company
1717 15th Street
Boulder, CO 80302
P: (720) 387-7222
Ethan Niley, P.E.
P: (303) 444-6083
C: (303) 641-7076
ethan@boulderengineering.com

Interior Designer:
Rave Interiors
P: (303) 589-3603
Beth Joseph Waller
beth@raveinteriors.com

Kitchen Consultant:
W. West Equipment & Furnishings Co.
9355 Northfield Blvd.
Denver, CO 80238
Matt Raasakka
P: (720) 557-4543
mraasakka@wwestequipment.com



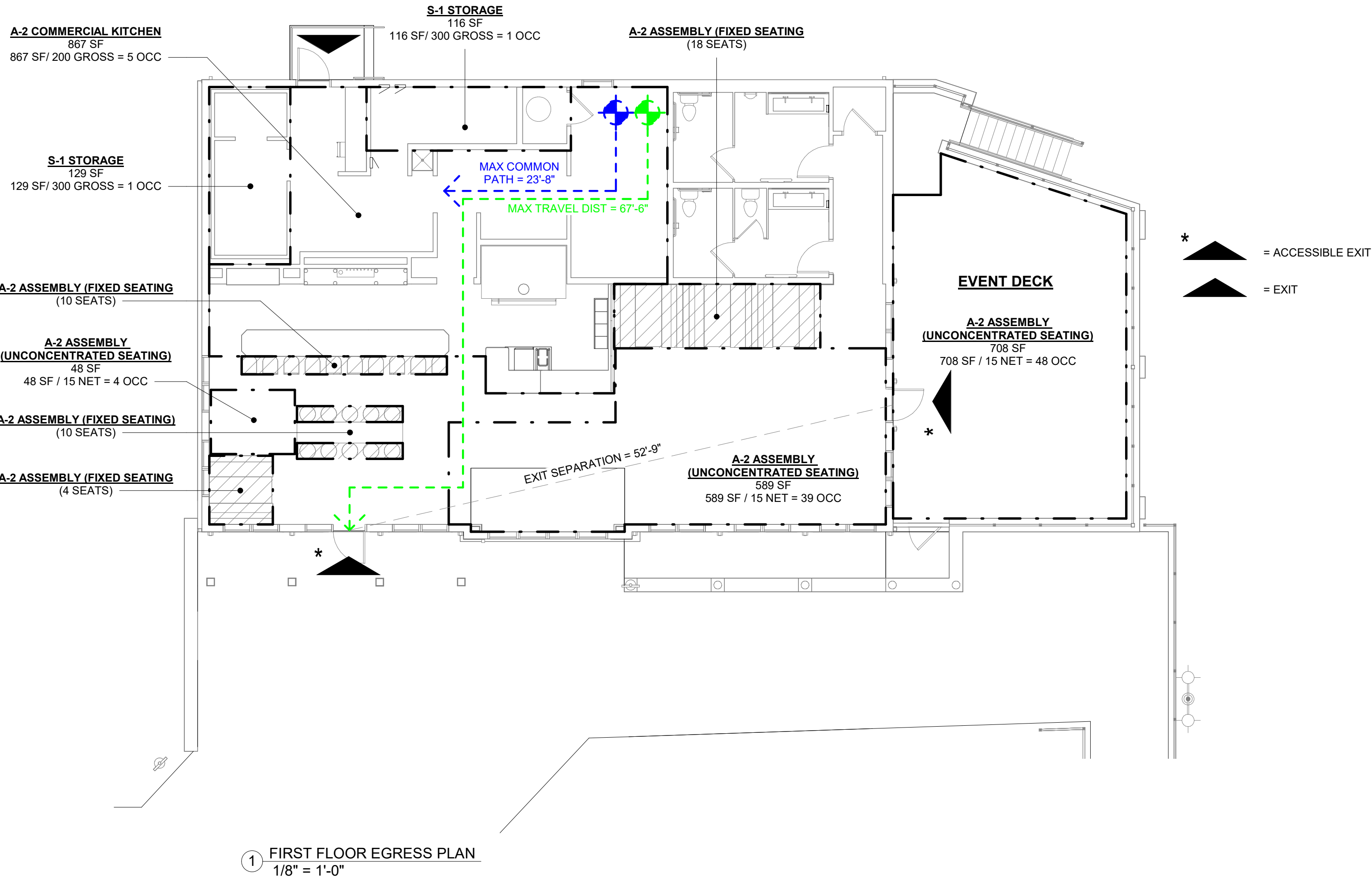
VICINITY MAP
N.T.S.

ABBREVIATIONS

A	ANCHOR BOLT	CLO	CLOSET	ELEC	ELECTRIC(AL)	G	GAS	LF	LINEAR FOOT	OVH	OVERHEAD	RD	ROOF DRAIN	SYM	SYMMETRICAL	VS	VERTICAL SECTION
AB	ABOVE	CMP	CORRUGATED	ELEV	ELEVATOR	G	GAS	LL	LIVE LOAD	OWSJ	OPEN WEB STEEL JOIST	RE	REFER(ENCE)	SYN	SYNTHETIC	VT	VINYL TILE
ABV	ACOVE		METAL PIPE	EOI	EXCEPT AS OTHERWISE	GA	GAUGE	LLH	LONG LEG HORIZONTAL			REFIN	REFINISH	SYN	SYSTEM	VWC	VINYL WALL COVERING
AC	ACOUSTICAL	CMU	CONCRETE	EP	ELECTRICAL PANEL	GALV	GALVANIZED	LLO	LONG LEG OUT			REG	REGISTER				
ACP	ACOUSTICAL PANELS		MASONRY UNIT	EQ	EQUAL	GB	GRAB BAR	LLV	LONG LEG VERTICAL	P	PARTICLE BOARD	REIN	REINFORCED(ING)	T	TEE	W	WATER
ADH	ADJUSTABLE	CO	CASED OPENING	EQPT	EQUIPMENT	GC	GENERAL CONTRACTOR	LR	LIVING ROOM	PBD	PLUMBING	REQ	REQUIRED	T	TREAD	W	WIDTH
AFF	ABOVE FINISH FLOOR	COL	COLUMN	ESMT	EASEMENT	GI	GALVANIZED IRON	LTL	LINTEL	PBG	POINT OF CURVATURE	RFR	REFRIGERATOR	T&B	TOP & BOTTOM	W	WITH
ALUM	ALUMINUM	COMP	COMPOSITION	EW	EACH WAY	GL	GLASS	LTV	LOUVER	PC	PRECUTS CONCRETE	RHS	ROUNDHEAD SCREW	T&G	TONGUE & GROOVE	W	WEST
ALT	ALTERNATE	CONC	CONCRETE	EX	EXPOSED	GS	GALVANIZED STEEL PIPE	LWC	LIGHTWEIGHT CONCRETE	RM	ROOM	RMK	REMARK	TOC	TOP OF CONCRETE	WB	WIND BRACING
ANC	ANCHOR	CONST	CONSTRUCTION	EXC	EXCAVATE	GSP	GYPSTUM WALL BOARD			PCF	POUNDS PER CUBIC FOOT	RNG	RANGE	TOF	TOP OF FOOTING	W/O	WITHOUT
AP	ACCESS PANEL	CONTR	CONTRACT(OR)	EXP	EXPANSION	GWB				PCW	PARTICLE CORE WOOD	RO	ROUGH OPENING	TOP	TOP OF PARAPET	WC	WATER CLOSET
APPX	APPROXIMATE	CORR	CORRIDOR	EXT	EXTERIOR					PERF	PERFORATE(D)	RPM	REVOLUTIONS PER MINUTE	TOS	TOP OF STEEL	WCJ	WALL CONSTRUCTION JOINT
APT	APARTMENT	CORR	CORRUGATED							PFB	PREFABRICATE(D)	RT	RUBBER TILE	TOW	TOP OF WALL	WD	WOOD
ARCH	ARCHITECT(URAL)	CPG	COPING							TBR	TOWEL BAR	RVS	REVISE	TC	TOP OF CURB	WDO	WINDOW
ASPH	ASPHALT	CPR	CARPET(ED)	F	FLOW LINE	HC	HANDICAP	HR	HANDRAIL	MB	MACHINE BOLT	S	SINK	TEL	TELEPHONE	WG	WIRED GLASS
AUTO	AUTOMATIC	CR	CRUSHD	FIL	FIRE ALARM	HDWR	HARDWARE	HR	HOUR	M	MINUTE	S	SOUTH	TF	TRANSPARENT FINISH	WH	WATER HEATER
		CRS	COURSE(S)	FA	FACE BRICK	HK	HOOK	HR	HOLLOW CORE WOOD	MFD	MANUFACTURED	S	SPLASH BLOCK	TFMR	TRANSFORMER	WLC	WALL COVERING
B	BACK OF CURB	CSKS	CONTERSUNK	FB	FIBER BOARD	HM	HOLLOW METAL	HR	HORSEPOWER	MFR	MANUFACTURER	S	SUBFLOOR	TH	TOWN HOUSE	WLP	WALLPAPER
BC	BOARD			FCJ	FLOOR CONSTRUCTION	HP	HORIZONTAL	HRZ	HORIZONTAL	MIC	MICROWAVE	SBFL	SUBFLOOR	THK	THICKNESS	WM	WASHING MACHINE
BD	BOTH FACES	CT	CERAMIC TILE	FD	FLOOR DRAIN	HT	HEIGHT	HTL	HOLLOW STEEL	MIN	MINIMUM	SCW	SCHEDULE	THR	THRESHOLD	WP	WATERPROOF(ING)
BLDG	BUILDING	CTR	CENTER	FDN	FOUNDATION	HTG	HEATING	HTS	HOLLOW STEEL	MISC	MISCELLANEOUS	SCW	SOLID CORE WOOD	TLT	TOILET	WPRD	WRAP AROUND
BLK	BLOCK	CUH	CABINET UNIT	FDR	FOLDING DOOR	HVAC	HEATING/VENTILATION/	HTG	HEATING	MLD	MAN HOLE	SD	STORM DRAIN	TPD	TOILET PAPER	WSC	WAINSCOT
BLKG	BLOCKING			FE	FIRE EXTINGUISHER			HVAC	HEATING/VENTILATION/	MLD	MOLDING	SDG	SIDING			WWF	WELDED WIRE FABRIC
BLW	BELOW	CW	COLD WATER	FEC	FIRE EXTINGUISHER				AIR CONDITIONING	MLM	MICRO-LAMINATED BEAM	SDT	SIDELIGHT	TPNT	TOILET PARTITION		
BM	BEAM	CY	CUBIC YARD	FH	FIRE HOSE	HW	HOT WATER		HYDRANT	MOD	MODULAR	SEC	SECTION	TRZ	TERRAZZO	X	EXPANSION ANCHOR
BPL	BENCH MARK					HYD	HYDRANT			MR	MOISTURE RESISTANT	SF	SQUARE FOOT	TV	TELEVISION	XANC	
BDRM	BEDROOM	D	DRYER	FHS	FLATHEAD SCREW					MS	MASONRY SHELF	SFT	SAWED FLOOR JOINT	TX	TEXTURED		
BRG	BEARING	DBL	DOUBLE	FIN	FINISH					MSRY	MASONRY	SFG	SAFETY GLASS	TYP	TYPICAL		
BRKT	BRACKET	DEPT	DEPARTMENT	INCL	INCH					MUL	MULLION	PSF	POUNDS PER SQUARE				
BRZ	BRONZE	DF	DRINKING FOUNTAIN	FLC	FLOOR CLEAN OUT							PSI	POUNDS PER SQUARE				
BSMT	BASEMENT	DIA	DIAMETER	FLG	FLOOR FLASHING							PT	PRESSURE TREATED				
BTM	BOTTOM	DIM	DIMENSION	FLR	FLOOR							PTD	PAPER TOWEL				
BTN	BATTEN	DIV	DIVIDER	FLUR	FLUORESCENT							PTD	PAPER TOWEL				
BTW	BETWEEN	DL	DEAD LOAD	FLX	FLEXIBLE							PTD	PAPER TOWEL				
BUR	BUILT-UP ROOFING	DN	DOWN	FOC	FACE OF CONCRETE							PTD	PAPER TOWEL				
BVL	BEVELED	DR	DOOR	FOF	FACE OF FRAME							PTD	PAPER TOWEL				
BW	BOTH WAYS	DS	DOWN SPOUT	FOM	FACE OF MASONRY							PTD	PAPER TOWEL				
		DTA	DOVETAIL ANCHOR	FOS	FACE OF STUD							PTD	PAPER TOWEL				
C	CENTER TO CENTER	DW	DISHWASHER	FR	FRAME							PTD	PAPER TOWEL				
CC	CATCH BASIN	DWG	DRAWING	FRG	FRAMING							PTD	PAPER TOWEL				
CB	CHALKBOARD			FRP	FIBER GLASS PANEL							PTD	PAPER TOWEL				
CBD	CHALKBOARD			FRW	FRAME WIDTH							PTD	PAPER TOWEL				
CBT	CABINET			FS	FULL SIZE							PTD	PAPER TOWEL				
CCG	CONCRETE CURB & GUTTER			FTG	FOOTING							PTD	PAPER TOWEL				
				FTG	FOOTING							PTD	PAPER TOWEL				
CEM	CEMENT			FUR	FURRING							PTD	PAPER TOWEL				
CER	CERAMIC			FURN	FURNACE							PTD	PAPER TOWEL				
CF	CUBIC FEET			FXT	FIXTURE							PTD	PAPER TOWEL				
CIP	CAST IRON PIPE											PTD	PAPER TOWEL				
CJ	CONTROL JOINT											PTD	PAPER TOWEL				
CK	CHALK(ING)											PTD	PAPER TOWEL				
CLR	CLEAR											PTD	PAPER TOWEL				
CLNG	CEILING											PTD	PAPER TOWEL				

SHEET LIST	
SHEET NUMBER	SHEET NAME
GENERAL	
A000	COVER SHEET
A001	CODE INFORMATION
A001.1	CODE INFORMATION
A004	PROJECT OVERVIEW
ARCHITECTURE	
A100	SITE PLAN
A101	SITE DETAILS
A201	FIRST FLOOR PLAN
A203	ROOF PLAN
A300	ELEVATIONS
A301	ELEVATIONS
A302	ELEVATIONS

7	ISSUE FOR PERMIT	11/1/23
6	ISSUE FOR PRICING	9/25/23
5	ISSUE FOR PERMIT	5/3/23
4	100% DESIGN DEVELOPMENT	4/12/23
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23
No.	Description	Date
PEH ARCHITECTS 1720 14th Street Suite 100 Boulder, CO 80302 303-442-0408		
COPPER KITCHEN PIZZERIA 307 GREGORY ST. BLACK HAWK, CO		
COVER SHEET		
Project:	2021.24	
Date:	10/14/21	
Drawn by:	JPZ	
Checked by:	PEH	
		A000



Square footage	FIXED SEATING		FIXED SEATING		1,354	867	245			
Occupancy type	A-2 TAVERN (FIXED SEATING)		A-2 RESTAURANT (FIXED SEATING)		A-2 RESTAURANT (UNCONCENTRATED SEATING)		A-2 COMMERCIAL KITCHEN	S-1 STORAGE		
Max flr area/occ.	Fixed Seats		Fixed Seats		15		200	300		
occupant load	20		22		91		5	2		
occupant load per sex (occupant load/2)	10.0		11.0		45.5		2.5	1.0		
								Total Fixture Units	REQ'D	PROVIDED

- 1 SERVICE SINK PROVIDED
- USE IS A RESTAURANT/ BAR. DRINKING FOUNTAIN REQUIREMENT WILL BE MET BY OCCUPANT SERVICES

PROJECT SUMMARY - COPPER KITCHEN PIZZERIA

BUILDING INFORMATION & CODE ANALYSIS (BUILDING)

DESCRIPTION	CONSTRUCTION OF A (N) PIZZA RESTAURANT/ BAR W/ EXTERIOR SEATING. SITE IMPROVEMENTS INCLUDE ADDITIONAL RETAINING WALLS AND EXPANSION OF PEDESTRIAN CIRCULATION SPACE. MODIFICATIONS WILL ALSO BE MADE TO THE ADJACENT STREET TO FACILITATE TRUCK TURNING FOR DELIVERIES.	
BUILDING JURISDICTION:	CITY OF BLACK HAWK, COLORADO	
BUILDING CODE:	ALL CONSTRUCTION SHALL COMPLY W/ THE FOLLOWING APPLICABLE CODES: 2021 INTERNATIONAL BUILDING CODE (IBC) 2021 INTERNATIONAL EXISTING BUILDING CODE (IEBC) 2021 INTERNATIONAL PLUMBING CODE (IPC) 2021 INTERNATIONAL FUEL GAS CODE (IFGC) 2021 INTERNATIONAL MECHANICAL CODE (IMC) 2021 INTERNATIONAL FIRE CODE (IFC) 2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) 2020 NATIONAL ELECTRIC CODE (NEC) 2017 ICC A117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES (ANSI) CITY OF BLACK HAWK MUNICIPAL CODE AND AMENDMENTS	
DESIGN CRITERIA:	SEE STRUCT PLANS FOR SEISMIC, RISK CATEGORY, WIND LOAD, SNOW LOAD ETC.	
ZONE DISTRICT:	HISTORIC APPRECIATION RECREATION DISTRICT (HARD)	
OCCUPANCY GROUP:	NON-SEPARATED USES; A-2 (RESTAURANT), A-2 (COMMERCIAL KITCHEN), B (BUSINESS), S-1 (STORAGE)	
CONSTRUCTION TYPE:	V-B	
FIRE SPRINKLERS:	FULLY SPRINKLERED, NFPA 13. DEFERRED SUBMITTAL WILL BE SENT TO AHJ FOR FINAL APPROVAL. SPRINKLERS SHALL BE PROVIDED FOR COVERAGE UNDER THE PORCH/ PATIO ROOFS.	
FIRE ALARM:	DEFERRED SUBMITTAL WILL BE SENT TO AHJ FOR FINAL APPROVAL.	
FIRE EXTINGUISHERS:	1 REQUIRED W/IN 30' OF COMMERCIAL COOKING EQUIPMENT (906.1.2) <ul style="list-style-type: none">FIRE EXTINGUISHERS SHALL BE OF AN APPROVED TYPE COMPATIBLE W/ THE FIRE EXTINGUISHING AGENT. COOKING EQUIPMENT INVOLVING SOLID FUELS OR VEGETABLE OR ANIMAL OILS AND FATS SHALL BE PROTECTED W/ CLASS C RATED EXTINGUISHERS (906.4) 1 REQUIRED W/ IN AREAS WHERE FLAMMABLE OR COMBUSTIBLE LIQUIDS ARE STORED, USED OR DISPENSED <ul style="list-style-type: none">CLASS B FIRE EXTINGUISHERS SHALL BE PROVIDED FOR COMBUSTIBLE LIQUIDS PER 906.3.2.	
ALLOWABLE HEIGHT (MOST LIMITING OCCUPANCY - A-2):	BUILDING HEIGHT (504.3): ALLOWABLE (IBC): NUMBER OF STORIES (504.4): ALLOWABLE (ABOVE GRADE OF PLANE): ALLOWABLE AREA (MOST LIMITING OCCUPANCY - A-2, SINGLE STORY SPRINKLERED): ALLOWABLE AREA FACTOR (TABLE 506.2):	
BUILDING FOOTPRINT:	ALLOWABLE: 60' PROPOSED: 23'-0" MAX ALLOWABLE: 2 STORIES PROPOSED: 1 STORY ALLOWABLE: 24,000 SF PROPOSED: 2,808 SF	
FIRE RESISTANCE REQUIREMENTS - V-B CONSTRUCTION:	STRUCTURAL FRAME: 0HR EXTERIOR BEARING WALLS: 0HR INTERIOR BEARING WALLS: 0HR EXTERIOR NON-BEARING WALLS: 0HR INTERIOR NON-BEARING WALLS: 0HR FLOOR CONSTRUCTION: 0HR ROOF CONSTRUCTION: 0HR	
MIN DISTANCE OF PROJECTIONS (705.2):	GREATER THAN 5' FSD, 40" MINIMUM DISTANCE FROM FSD. NO OVERHANGS FACING FSD.	
MAX AREA OF EXTERIOR OPENINGS (705.8):	WEST ELEVATION: 10' TO LESS TO THAN 15 FSD', UNPROTECTED & SPRINKLERED = 45% ALLOWABLE EAST, NORTH, SOUTH ELEVATION: 30' OR GREATER FSD, NO LIMIT TO OPENINGS	
OCCUPANT LOAD/ EXITING:	BUILDING: OCCUPANT LOAD: A-2 (UNCONCENTRATED SEATING) - 646 SF / 15 NET = 43 A-2 (FIXED SEATING - 1004.6) = 42 A-2 (COMMERCIAL KITCHEN): 867 SF / 200 GROSS = 5 S-1 (ACCESSORY STORAGE): 245 SF / 300 GROSS = 2 TOTAL = 92	
NUMBER OF EXITS (TABLE 1006.3.3) ACCESSIBLE MEANS OF EGRESS (1009.1): MINIMUM DOOR WIDTH (1005.3.2, 1010.1.1): MINIMUM CORRIDOR WIDTH (1005.3, 1020): MINIMUM STAIR WIDTH - 1ST FLOOR (1011.2):	2 EXITS REQUIRED 2 ACCESSIBLE MEANS OF EGRESS REQUIRED 92 OCC LOAD x .15 = 13.8" < MIN CLR WIDTH 32" 92 OCC LOAD x .15 = 13.8" < MIN WIDTH 44" 92 OCC LOAD x .20 = 18.4" < MIN WIDTH 44"	
EXIT DECK:	OCCUPANT LOAD: A-2 (UNCONCENTRATED SEATING): 708 SF / 15 NET = 48 TOTAL = 48	
NUMBER OF EXITS (TABLE 1006.3.3) ACCESSIBLE MEANS OF EGRESS (1009.1): MINIMUM CORRIDOR WIDTH (1005.3, 1020): MINIMUM STAIR WIDTH (1011.2):	1 EXITS REQUIRED 1 ACCESSIBLE MEANS OF EGRESS REQUIRED 48 OCC LOAD x .15 = 7.2" < MIN WIDTH 44" 48 OCC LOAD x .2 = 9.6" < MIN WIDTH 44"	
MAX TRAVEL DISTANCE:	A, SPRINKLERED: 250' MAX SPRINKLERED: 1/3 TOTAL DIAGONAL = 76'-2"/3 = 25'-5" REQUIRED, 52'-9" PROVIDED	
SEPARATION OF EXITS FOR SPACES REQUIRING 2 OR MORE EXITS:	SECTION 803 - WALL & CEILING FINISHES A-2 OCCUPANCY (SPRINKLERED): INTERIOR EXIT STAIRWAYS AND RAMPS AND EXIT PASSAGEWAYS CORRIDORS AND ENCLOSURE FOR EXIT ACCESS STAIRWAYS AND RAMPS ROOMS AND ENCLOSED SPACES SECTION 804 - INTERIOR FLOOR FINISH: EXCEPTION: FLOOR FINISHES AND COVERINGS OF A TRADITIONAL TYPE, SUCH AS WOOD, VINYL, LINOLEUM OR TERRAZZO, AND RESILIENT FLOOR COVERING MATERIALS THAT ARE NOT COMPOSED OF FIBERS. SECTION 806 - DECORATIVE MATERIALS AND TRIM IBC 806.7 - MATERIAL, OTHER THAN FOAM PLASTIC USED AS INTERIOR TRIM, SHALL HAVE A MINIMUM CLASS C FLAME SPREAD AND SMOKE-DEVELOPED INDEX WHEN TESTED IN ACCORDANCE W/ ASTM E84 OR UL 723. COMBUSTIBLE TRIM SHALL NOT EXCEED 10 % OF THE SPECIFIC WALL OR CEILING AREA TO WHICH IT IS ATTACHED.	
INTERIOR FINISH REQUIREMENTS	REQUIRED CLASS B CLASS B CLASS C	

IECC COMPLIANCE

2021 IECC

C402

BUILDING ENVELOPE MINIMUM PRESCRIPTIVE REQUIREMENTS:

CLIMATE ZONE:	5B	REQUIRED	PROVIDED
INSULATION ABOVE DECK:		R-30ci	R-55ci
WALL (WOOD FRAME):		R-20 + 3.8ci	R-28ci
WALL (BELOW GRADE):		R-7.5ci	R-7.5ci
FLOOR:		R-30	R-30
FENESTRATION:			
OPERABLE:		U-VALUE ≤ 0.36 SHGC ≤ 0.53 (S) ≤ 0.33 (N,E,W)	U-VALUE ≤ 0.36 SHGC ≤ 0.53 (S) ≤ 0.33 (N,E,W)
FIXED:		U-VALUE ≤ 0.45 SHGC ≤ 0.61 (S) ≤ 0.38 (N,E,W)	U-VALUE ≤ 0.45 SHGC ≤ 0.61 (S) ≤ 0.38 (N,E,W)
ENTRANCE DOOR:		U-VALUE ≤ 0.63	U-VALUE ≤ 0.63
OPAQUE DOORS (SWINGING):		U-VALUE - 0.37	U-VALUE - 0.37

SPECIFIED INSULATION FOR ASSEMBLIES:

- ROOF RIGID INSULATION (SIP): 12.25" GPS INSULATION
- CONTINUOUS RIGID O/ FOUNDATION WALLS: (1) LAYER 1.5" XPS INSULATION
- WALL CONTINUOUS INSULATION (SIP): 6 1/2" GPS INSULATION
- FLOOR CAVITY INSULATION: 9" MINERAL WOOL BATT INSULATION

MAXIMUM AREA OF FENESTRATION: THE MAX VERTICAL FENESTRATION AREA SHALL NOT BE GREATER THAN 30% OF THE GROSS ABOVE-GRADE WALL AREA.

AIR BARRIERS: A CONTINUOUS AIR BARRIER SHALL BE PROVIDED PER C402.5.1 THE BARRIER SHALL BE CONSTRUCTED IN A MANNER THAT ALL JOINTS, TRANSITIONS, AND PENETRATIONS ARE PROPERLY SEALED PER C402.5.1.1

A BUILDING THERMAL ENVELOPE TEST TO COMPLY W/ C402.5.3 OR INSPECTIONS PER SECTION 402.5.1.5 SHALL BE REQUIRED.

FENESTRATION AIR LEAKAGE: AN AIR LEAKAGE TEST AS INDICATED IN TABLE C402.5.4 SHALL BE PERFORMED BY AN INDEPENDENT PARTY, OR INSPECTIONS PER SECTION 402.5.1.5 SHALL BE REQUIRED.

VESTIBULES: A VESTIBULE IS NOT REQUIRED WHERE DOORS OPEN DIRECTLY TO SPACES LESS THAN 3,000 SF, PER C402.5.9 EXC 4.

C403

MECHANICAL SYSTEMS- SEE CONSULTANT DRAWINGS FOR COMPLIANCE

C404

SERVICE WATER HEATING - SEE CONSULTANT DRAWINGS FOR COMPLIANCE

C405

ELECTRICAL POWER AND LIGHTING - SEE CONSULTANT DRAWINGS FOR COMPLIANCE

C406

C406.2.4: 10% COOLING EFFICIENCY IMPROVEMENT: 3 CREDITS


C406.7.3: EFFICIENT FOSSIL FUEL WATER HEATER: 9 CREDITS

12 CREDITS TOTAL

SEE CONSULTANT DRAWINGS FOR ADDITIONAL INFO.

C408

NOT REQUIRED PER 408.2. EXCEPTION 1: MECHANICAL SYSTEMS AND SERVICE WATER-HEATING IN BUILDINGS WHERE THE TOTAL MECHANICAL EQUIPMENT CAPACITY IS LESS THAN 480,000 BTU/H COOLING CAPACITY AND 600,000 BTU/H COMBINED SERVICE WATER HEATING AND SPACE-HEATING CAPACITY.

7	ISSUE FOR PERMIT	11/1/23
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5	ISSUE FOR PERMIT	5/3/23
4	100% DESIGN DEVELOPMENT	4/12/23
3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23
No.	Description	Date
PEH ARCHITECTS 1720 14th Street Suite 100 Boulder, CO 80302 303-442-0408		
COPPER KITCHEN PIZZERIA 307 GREGORY ST. BLACK HAWK, CO		
CODE INFORMATION		
Project:	2021.24	
Date:	10/14/21	
Drawn by:	JPZ	
Checked by:	PEH	
A001		

PROJECT SUMMARY - COPPER KITCHEN PIZZERIA

BUILDING INFORMATION & CODE ANALYSIS (ELEVATOR)

DESCRIPTION	(N) ELEVATOR CONSTRUCTED TO MEET ACCESSIBILITY REQUIREMENTS FOR PLAZA AFTER REMOVAL OF THE (E) ACCESSIBLE RAMP.	
BUILDING JURISDICTION:	CITY OF BLACK HAWK, COLORADO	
BUILDING CODE:	ALL CONSTRUCTION SHALL COMPLY W/ THE FOLLOWING APPLICABLE CODES: 2021 INTERNATIONAL BUILDING CODE (IBC) 2021 INTERNATIONAL EXISTING BUILDING CODE (IEBC) 2021 INTERNATIONAL PLUMBING CODE (IPC) 2021 INTERNATIONAL FUEL GAS CODE (IFGC) 2021 INTERNATIONAL MECHANICAL CODE (IMC) 2021 INTERNATIONAL FIRE CODE (IFC) 2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) 2020 NATIONAL ELECTRIC CODE (NEC) 2017 ICC A117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES (ANSI) CITY OF BLACK HAWK MUNICIPAL CODE AND AMENDMENTS	
DESIGN CRITERIA:	SEE STRUCT PLANS FOR SEISMIC, RISK CATEGORY, WIND LOAD, SNOW LOAD ETC.	
ZONE DISTRICT:	HISTORIC APPRECIATION RECREATION DISTRICT (HARD)	
OCCUPANCY GROUP:	U (UTILITY) - STAND ALONE ACCESSORY BUILDING TO THE BUILDINGS OF GREGORY PLAZA	
CONSTRUCTION TYPE:	II-B	
FIRE SPRINKLERS:	NOT REQUIRED BY MUNICIPAL CODE / IFC SECTION 903.2; AREA DOESN'T MEET CRITERIA LISTED	
FIRE ALARM:	DEFERRED SUBMITTAL WILL BE SENT TO AHJ FOR FINAL APPROVAL.	
FIRE EXTINGUISHERS:	NOT REQUIRED PER SECTION 906.1; NO REQUIREMENT FOR U OCCUPANCY	
ALLOWABLE HEIGHT (MOST LIMITING OCCUPANCY - U):		
BUILDING HEIGHT (504.3): ALLOWABLE (IBC):	ALLOWABLE: 55'	PROPOSED: 25'-5" MAX
NUMBER OF STORIES (504.4): ALLOWABLE (ABOVE GRADE OF PLANE):	ALLOWABLE: 2 STORIES	PROPOSED: 2 STORIES
ALLOWABLE AREA (MOST LIMITING OCCUPANCY - U, NON-SPRINKLERED):		
ALLOWABLE AREA FACTOR (TABLE 506.2):	ALLOWABLE: 8,500 SF	PROPOSED: 234 SF
BUILDING FOOTPRINT:	234 SF	
FIRE RESISTANCE REQUIREMENTS - II-B CONSTRUCTION:		
STRUCTURAL FRAME:	0HR	
EXTERIOR BEARING WALLS:	0HR	
INTERIOR BEARING WALLS:	0HR	
EXTERIOR NON-BEARING WALLS:	0HR	
INTERIOR NON-BEARING WALLS:	0HR	
FLOOR CONSTRUCTION:	0HR	
ROOF CONSTRUCTION:	0HR	
HOISTWAY ENCLOSURES:	IBC 3002.1 - ELEVATOR, DUMBWAITER AND OTHER HOISTWAY ENCLOSURES SHALL BE SHAFT ENCLOSURES COMPLYING WITH SECTIONS 712 AND 713. IBC 3002.8 - GLASS IN ELEVATOR ENCLOSURES SHALL COMPLY W/ 2409.2	
SECTION 705 - EXTERIOR WALLS	IBC 705.2 - FIRE SEPARATION DISTANCE IS GREATER THAN 5', THE MINIMUM DISTANCE FROM FSD SHALL BE 40". NO PROJECTIONS ARE CLOSER THAN 40" TO FSD. IBC 705.5 - FIRE SEPARATION DISTANCE IS GREATER THAN 30' ON ALL SIDES, NO FIRE-RESISTANCE RATING REQUIRED. IBC 705.8 - FIRE SEPARATION DISTANCE IS GREATER THAN 30' ON ALL SIDES, NO LIMIT ON OPENINGS IBC 705.11 - NO PARAPET IS REQUIRED PER EXCEPTION 1 - THE WALL IS NOT REQUIRED TO BE FIRE-RATED BECAUSE OF FIRE-SEPARATION DISTANCE.	
SECTION 712 - VERTICAL OPENINGS	IBC 712.1.1 - VERTICAL OPENINGS CONTAINED ENTIRELY WITHIN A SHAFT ENCLOSURE COMPLYING W/ SECTION 713 SHALL BE PERMITTED. IBC 712.1.4 - PENETRATIONS, CONCEALED AND UNCONCEALED, SHALL BE PERMITTED WHERE PROTECTED IN ACCORDANCE W/ SECTION 714.	
SECTION 713 - SHAFT ENCLOSURES	IBC 713.3 - SHAFT ENCLOSURES SHALL BE OF MATERIALS PERMITTED BY THE BUILDING TYPE OF CONSTRUCTION IBC 713.6 - WHERE EXTERIOR WALLS SERVE AS A PART OF A REQUIRED SHAFT ENCLOSURE, SUCH WALLS SHALL COMPLY W/ THE REQUIREMENTS OF SECTION 705 FOR EXTERIOR WALLS AND THE FIRE-RESISTANCE-RATED ENCLOSURE REQUIREMENTS SHALL NOT APPLY. ALL WALLS FOR ELEVATOR SHAFT ARE EXTERIOR WALLS, EXCEPT FOR LOWER LEVEL WALL WHICH SEPARATES THE MACHINE ROOM. THE MACHINE ROOM WALL IS 8" OF CONCRETE FROM FACE TO FACE, WHICH IS A 4 HOUR WALL PER IBC TABLE 721.1(2).	
SECTION 2409.2 - SHAFT ENCLOSURES	IBC 2409.2 - GLASS IN ELEVATOR HOISTWAY ENCLOSURES AND HOISTWAY DOORS SHALL BE LAMINATED GLASS CONFORMING TO ANSI Z97.1 OR CPSC 16 CFR PART 1201.	
OCCUPANT LOAD/ EXITING:		
HOISTWAY:		
OCCUPANT LOAD:	PER MANUFACTURERS DOCUMENTS: 15 OCCUPANTS MAX IN CAB	
NUMBER OF EXITS (TABLE 1006.3.3) ACCESSIBLE MEANS OF EGRESS (1009.1); MINIMUM DOOR WIDTH (1005.3.2, 1010.1.1):	1 EXITS REQUIRED 1 ACCESSIBLE MEANS OF EGRESS REQUIRED 15 OCC LOAD x .2 = .04" < MIN CLR WIDTH 32"	1 PROVIDED 1 PROVIDED (1) 42" DOOR
MACHINE ROOM:		
OCCUPANT LOAD:	141 SF / 300 GROSS = 1 OCCUPANT	
NUMBER OF EXITS (TABLE 1006.3.3) ACCESSIBLE MEANS OF EGRESS (1009.1); MINIMUM DOOR WIDTH (1005.3.2, 1010.1.1):	1 EXITS REQUIRED 1 ACCESSIBLE MEANS OF EGRESS REQUIRED 1 OCC LOAD x .2 = .02" < MIN CLR WIDTH 32"	1 PROVIDED 1 PROVIDED (1) 36" DOOR PROVIDED
MAX TRAVEL DISTANCE:	U, NON-SPRINKLERED: 300' MAX	12'-0" MAX TRAVEL
INTERIOR FINISH REQUIREMENTS		
SECTION 803 - WALL & CEILING FINISHES		
NO RESTRICTIONS FOR U OCCUPANCY PER 803.13		

IECC COMPLIANCE

2021 IECC

C402

BUILDING ENVELOPE MINIMUM PRESCRIPTIVE REQUIREMENTS:

CLIMATE ZONE:	5B	REQUIRED	PROVIDED
INSULATION ABOVE DECK:		R-30ci	R-30ci
WALL (METAL FRAMED):		R-13 + 10ci	R-20 + 10ci
WALL (MASS):		R-11.4ci	R-12.5ci
WALL (BELOW GRADE):		R-7.5ci	R-12.5ci
FLOOR:		R-30	R-30
FENESTRATION:			
OPERABLE:		U-VALUE ≤ 0.36 SHGC ≤ 0.53 (S) ≤ 0.33 (N,E,W)	U-VALUE ≤ 0.36 SHGC ≤ 0.53 (S) ≤ 0.33 (N,E,W)
FIXED:		U-VALUE ≤ 0.45 SHGC ≤ 0.61 (S) ≤ 0.38 (N,E,W)	U-VALUE ≤ 0.45 SHGC ≤ 0.61 (S) ≤ 0.38 (N,E,W)
ENTRANCE DOOR:		U-VALUE ≤ 0.63	U-VALUE ≤ 0.63
OPAQUE DOORS (SWINGING):		U-VALUE - 0.37	U-VALUE - 0.37

SPECIFIED INSULATION FOR ASSEMBLIES:

- ROOF RIGID INSULATION: (2) LAYERS 3" POLY-ISO INSULATION
- WALL CONTINUOUS INSULATION (MASS): (2.5) LAYERS 1" XPS INSULATION
- WALL CONTINUOUS INSULATION (METAL): (2) LAYERS 1" XPS INSULATION
- WALL CAVITY INSULATION (METAL): 5-1/2" MINERAL WOOL BATT INSULATION
- FLOOR CAVITY INSULATION: 9" MINERAL WOOL BATT INSULATION

MAXIMUM AREA OF FENESTRATION: THE MAX VERTICAL FENESTRATION AREA SHALL NOT BE GREATER THAN 30% OF THE GROSS ABOVE-GRADE WALL AREA.

GLAZING IN PROPOSED DESIGN IS 21% OF EXTERIOR ENVELOPE.

AIR BARRIERS: A CONTINUOUS AIR BARRIER SHALL BE PROVIDED PER C402.5.1 THE BARRIER SHALL BE CONSTRUCTED IN A MANNER THAT ALL JOINTS, TRANSITIONS, AND PENETRATIONS ARE PROPERLY SEALED PER C402.5.1.1

A BUILDING THERMAL ENVELOPE TEST TO COMPLY W/ C402.5.3 OR INSPECTIONS PER SECTION 402.5.1.5 SHALL BE REQUIRED.

FENESTRATION AIR LEAKAGE: AN AIR LEAKAGE TEST AS INDICATED IN TABLE C402.5.4 SHALL BE PERFORMED BY AN INDEPENDANT PARTY, OR INSPECTIONS PER SECTION 402.5.1.5 SHALL BE REQUIRED.

VESTIBULES: A VESTIBULE IS NOT REQUIRED WHERE DOORS OPEN DIRECTLY TO SPACES LESS THAN 3,000 SF, PER C402.5.9 EXC 4.

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2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23
No.	Description	Date

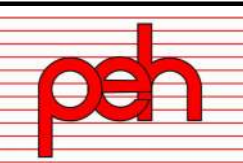
PEH ARCHITECTS

1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

CODE INFORMATION

Project:	2021.24		A001.1
Date:	10/14/21		
Drawn by:	JPZ		
Checked by:	PEH		

PROJECT OVERVIEW GENERAL NOTES:

1. PERSPECTIVES ARE ILLUSTRATIVE TO PROVIDE DESIGN INTENT; IMAGES DO NOT REFLECT THE 100% ACCURATE EXISTING CONDITIONS OR FINAL APPEARANCE. THE GC IS RESPONSIBLE FOR REVIEWING THE DRAWINGS AND FOLLOWING THE DETAILS, SPECIFICATIONS AND INSTRUCTIONS AS DESCRIBED IN THE CONSTRUCTION DOCUMENTS.

2. A SEPARATE TENANT SIGN PLAN SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLING ANY SIGNAGE.



④ VIEW OF BAR
N.T.S.



③ VIEW OF PROPOSED ELEVATOR FROM GREGORY STREET
N.T.S.



② VIEW OF PROPOSED BUILDING FROM CHURCH STREET
N.T.S.



① VIEW OF PROPOSED BUILDING FROM GREGORY PLAZA
N.T.S.

7	ISSUE FOR PERMIT	11/1/23
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No.	Description	Date

PEH ARCHITECTS

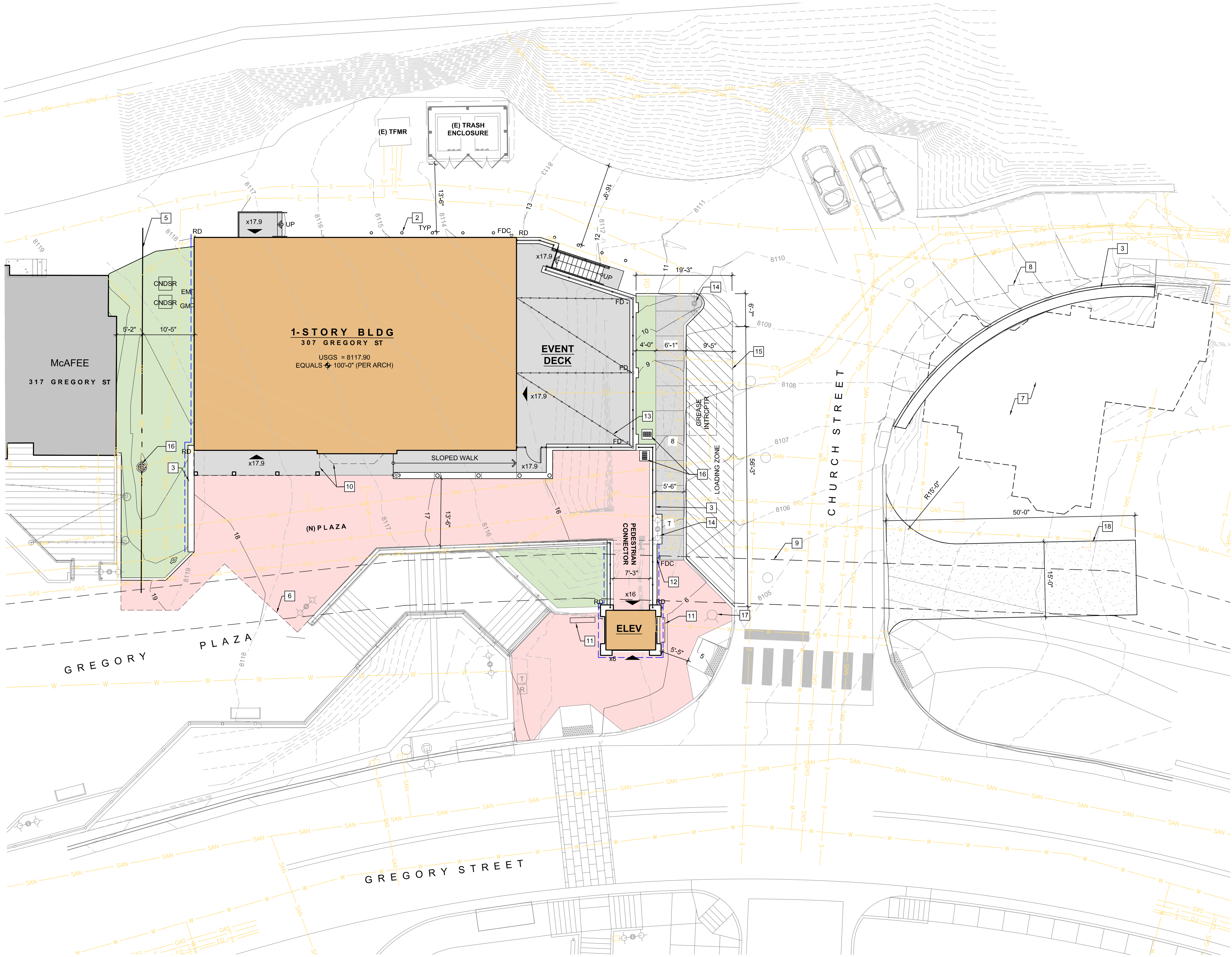
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN
PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

PROJECT OVERVIEW

Project:	2021.24		A004
Date:	10/14/21		
Drawn by:	MJS		
Checked by:	PEH		



SITE PLAN LEGEND:

- = (N) LANDSCAPE AREA
- = (N) PAVER SURFACE
- = (N) CONC SURFACE
- x00.0 = SPOT ELEVATION
- = ENTRY/EXIT
- RD = ROOF DRAIN, RE: PLUMBING
- FD = FLOOR DRAIN, RE: CIVIL/PLUMBING
- = PERIMETER DRAIN, RE: 8/A403

SITE PLAN GENERAL NOTES:

- SITE PLANS WERE CREATED FROM THE "GREGORY STREET PLAZA" DRAWING SET, DATED 12/13/19, CREATED BY PEH ARCHITECTS. GRADING AND UTILITY INFORMATION IS BASED ON UTILITY AND GRADING PLANS CONTAINED WITHIN THE GREGORY STREET PLAZA SET, WHICH WERE PRODUCED BY BASELINE ENGINEERING CORP. GC IS RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS AND DIMENSIONS, AND INFORMING THE ARCHITECT OF ANY DEVIATIONS THAT ADVERSELY AFFECT THE DESIGN INTENT OF THE DRAWINGS.
- RE: CIVIL FOR ADDITIONAL GRADING, UTILITY AND SITE INFO. GC IS ULTIMATELY RESPONSIBLE FOR VERIFYING (E) GRADE CONDITIONS AND MEETING INTENT OF CIVIL DRAWINGS.

SITE PLAN KEYNOTES:

- ROOF ABOVE
- (N) CONC BOLLARD
- (N) RETAINING WALL, RE: STRUCT.
- (E) RETAINING WALL, TO REMAIN
- SEPARATION BETWEEN BUILDINGS BASED OFF PERMITTED ASSUMED 5'-2" FIRE SEPARATION FOR McAFEE HOUSE, DATED 8/23/19
- EXTENTS OF PAVER REPLACEMENT
- (E) BLDG TO BE DEMO'D
- EXTENTS OF CHURCH STREET BEFORE RENOVATION
- EXTENTS OF (E) UNDERGROUND FLUME
- BLDG ABOVE
- (N) MONUMENT SIGN, BY OWNER
- RELOCATED FDC, RE: CIVIL
- CATENARY LIGHTING, RE: ELEC
- (N) PEDESTRIAN LAMP POST, RE: 9/A101.
- GC TO COORDINATE W/ OWNER TO PROVIDE PAINTED STRIPING TO MEET CITY/ MUNICIPAL REQ'S
- AREA INLET, RE: CIVIL
- RELOCATE (E) HYDRANT, RE: CIVIL
- (N) 6" CONC DRIVE REINFORCED W/ #4 REBAR @ 12" O.C. MAX

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3	50% DESIGN DEVELOPMENT	3/8/23
2	25% DESIGN DEVELOPMENT	2/8/23
1	SCHEMATIC DESIGN	1/17/23
No.	Description	Date

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

COPPER KITCHEN
PIZZERIA

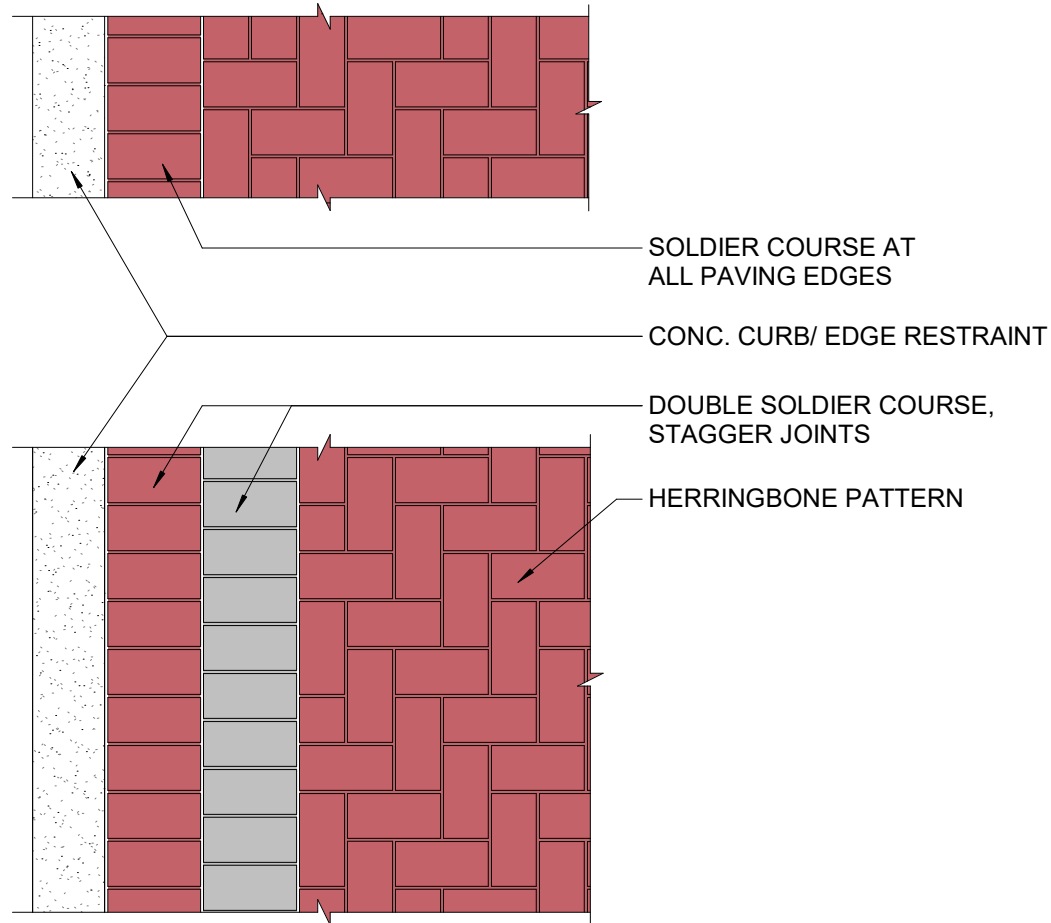
307 GREGORY ST. BLACK HAWK, CO

SITE PLAN

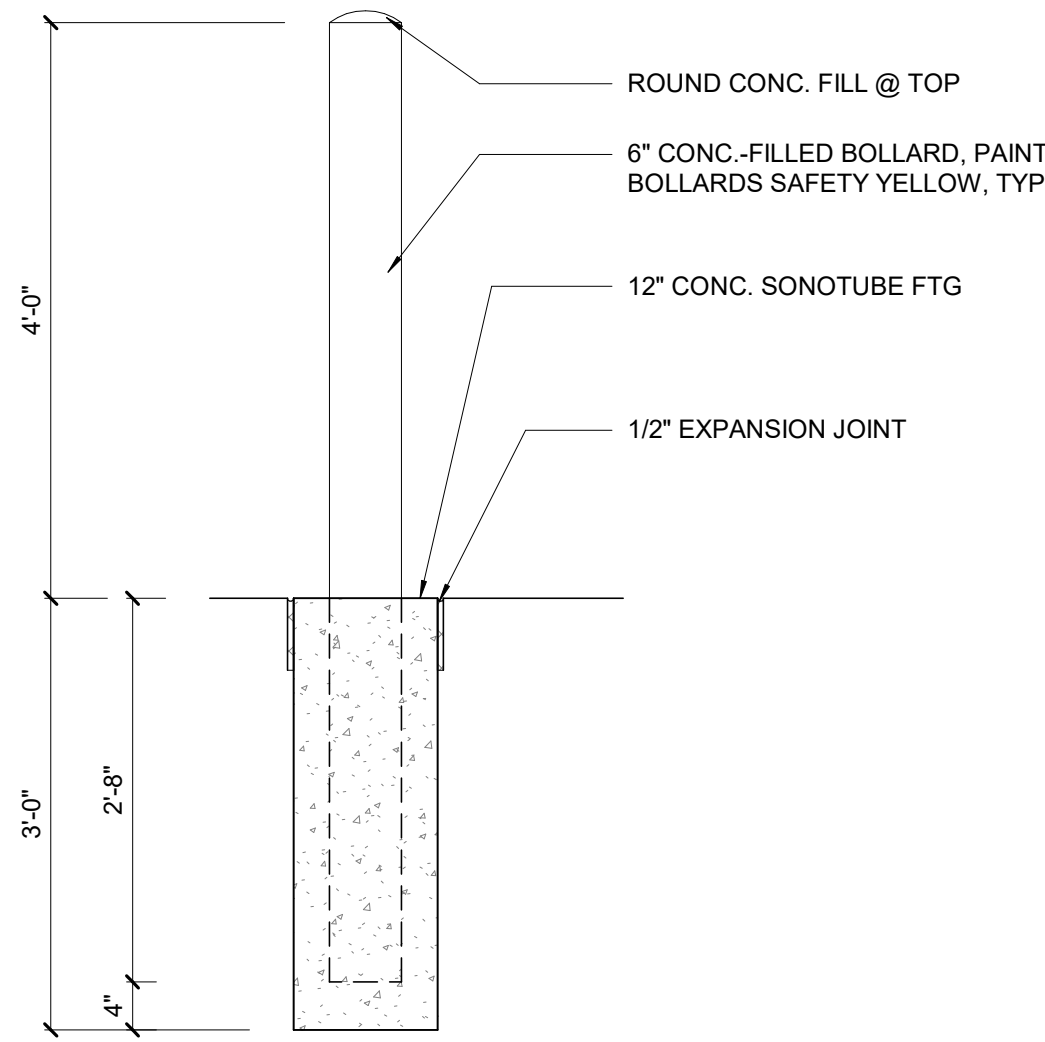
Project: 2021.24
Date: 10/14/21
Drawn by: JPB
Checked by: PEH



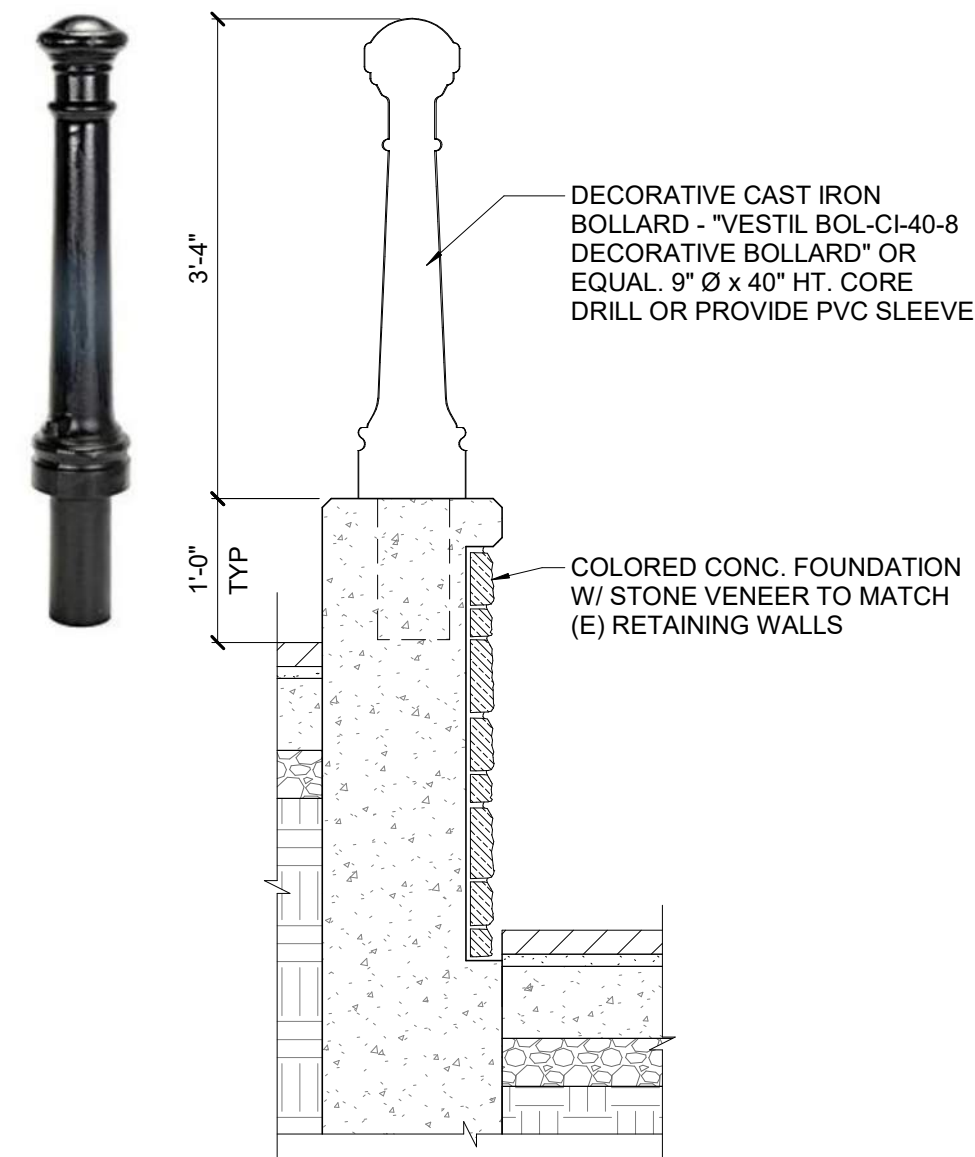
A100



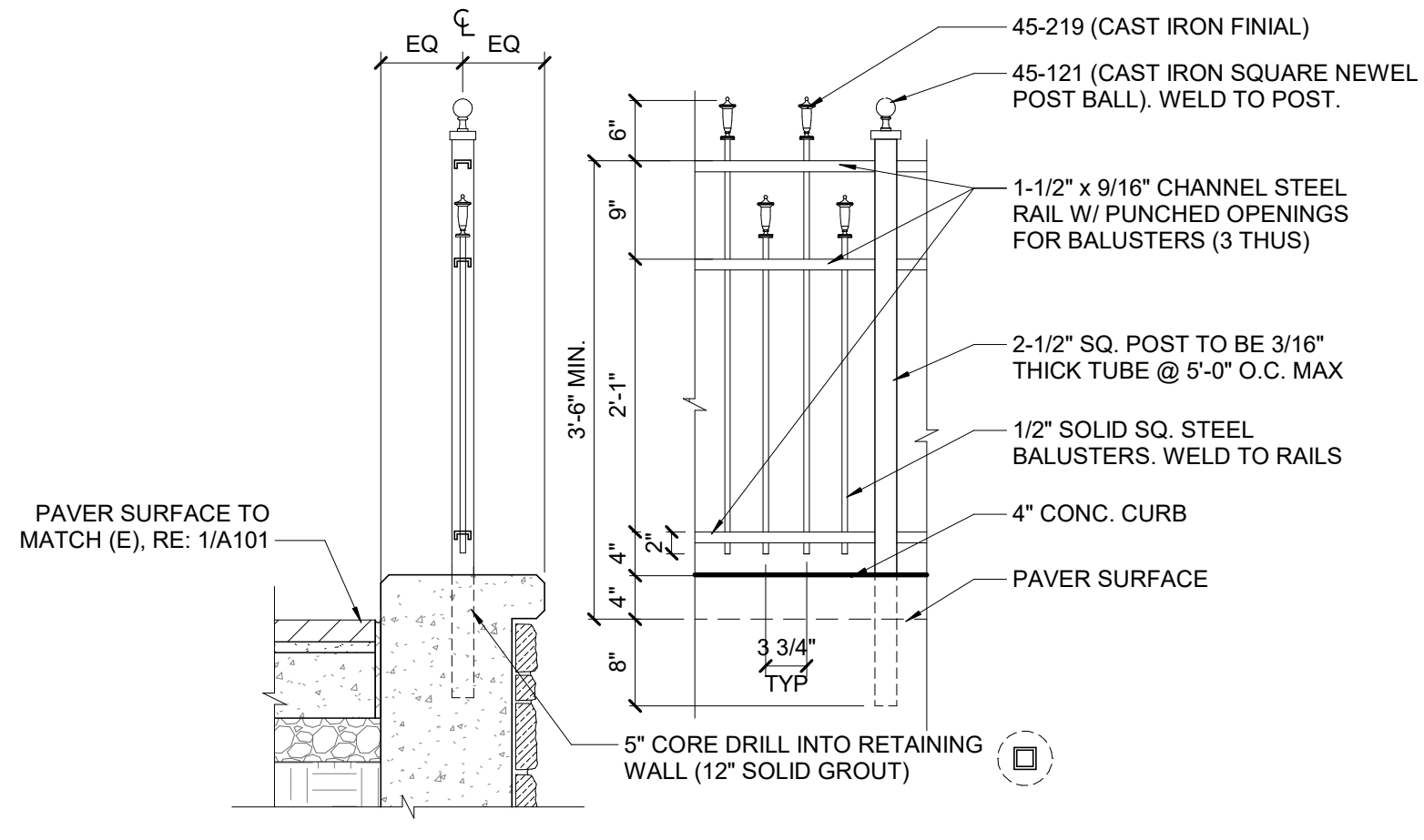
10 SOLDIER COURSE & ACCENT BAND
3/4" = 1'-0"



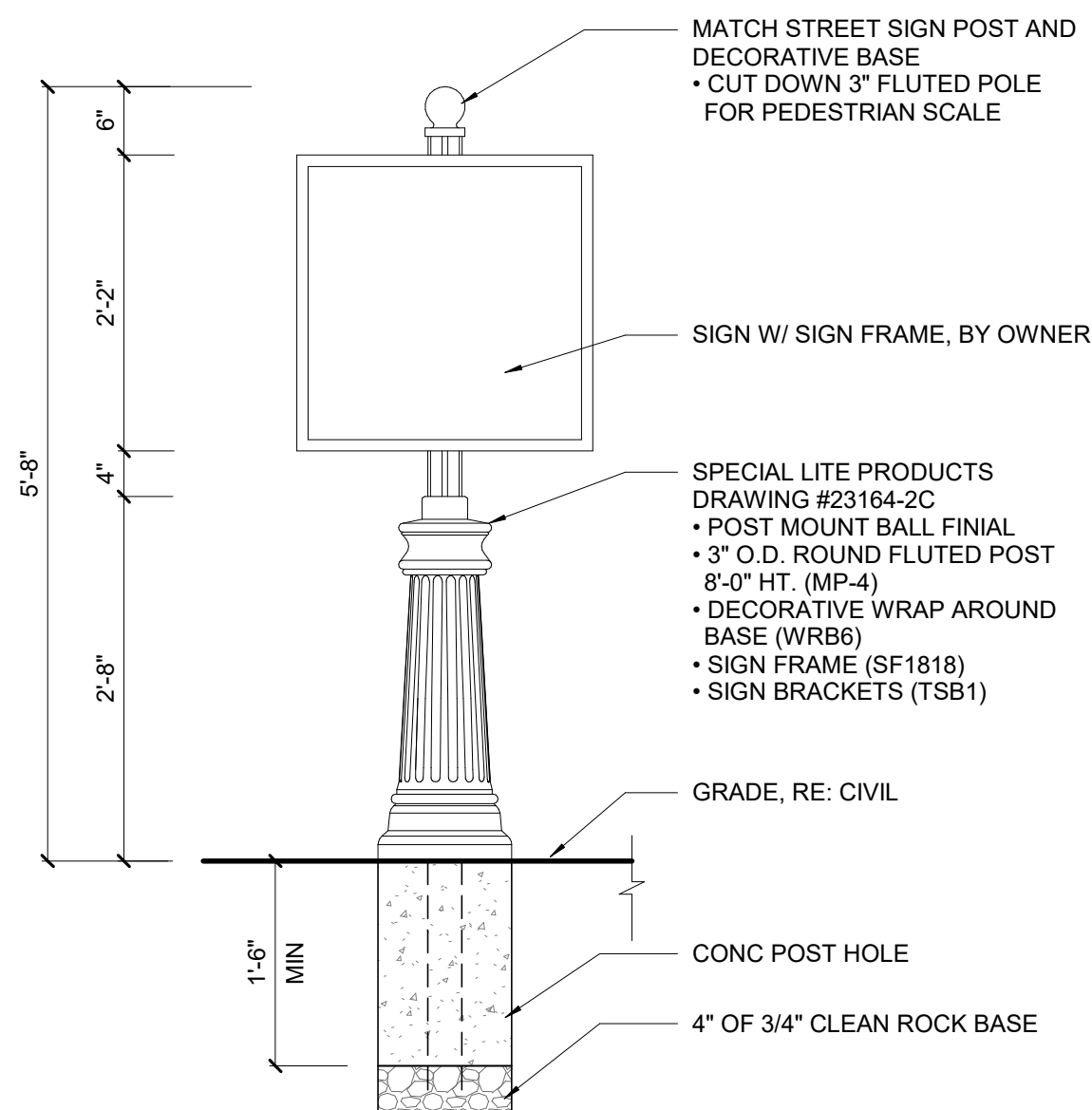
8 CONC BOLLARD
3/4" = 1'-0"



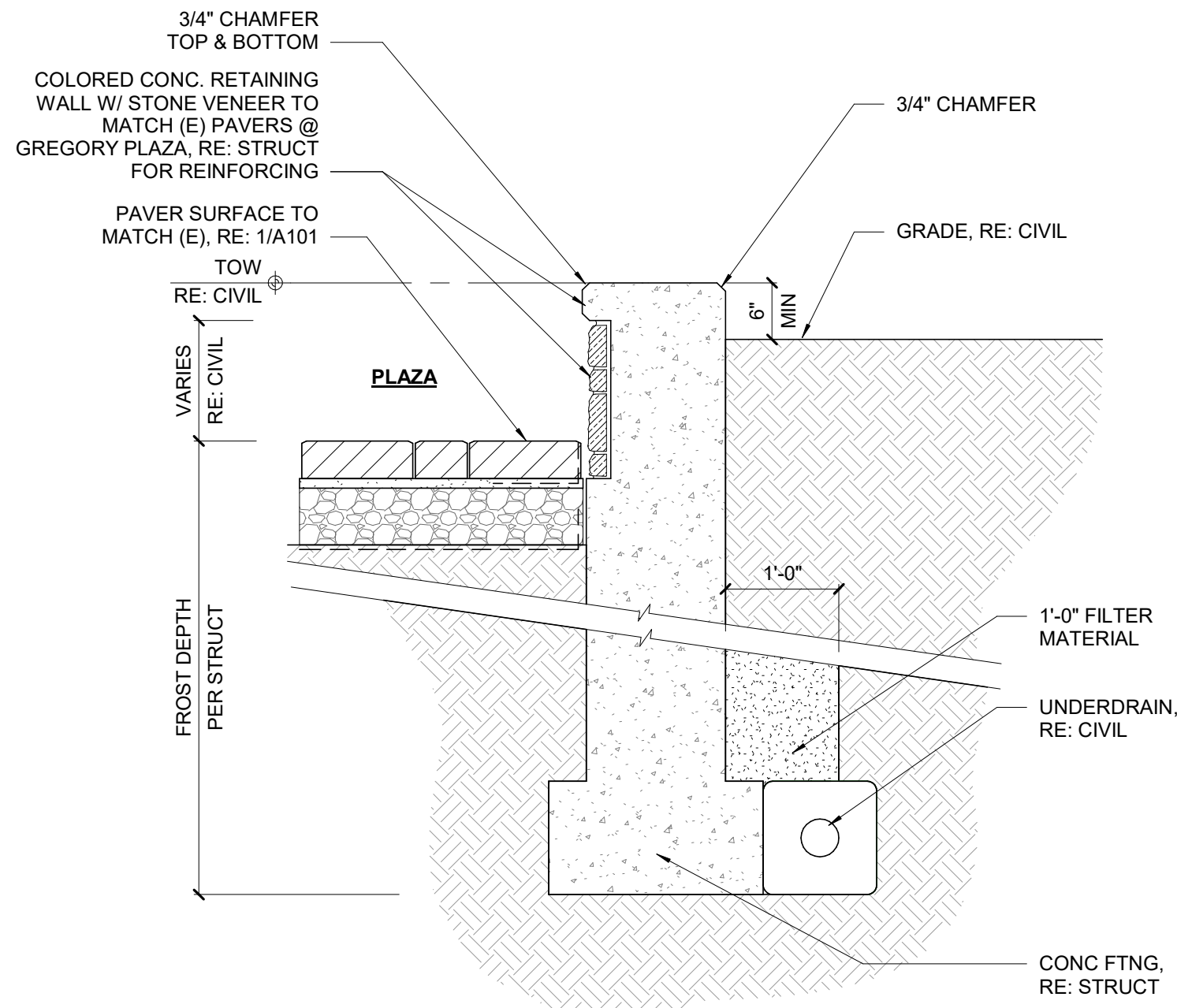
6 ORNAMENTAL BOLLARD DETAIL
3/4" = 1'-0"



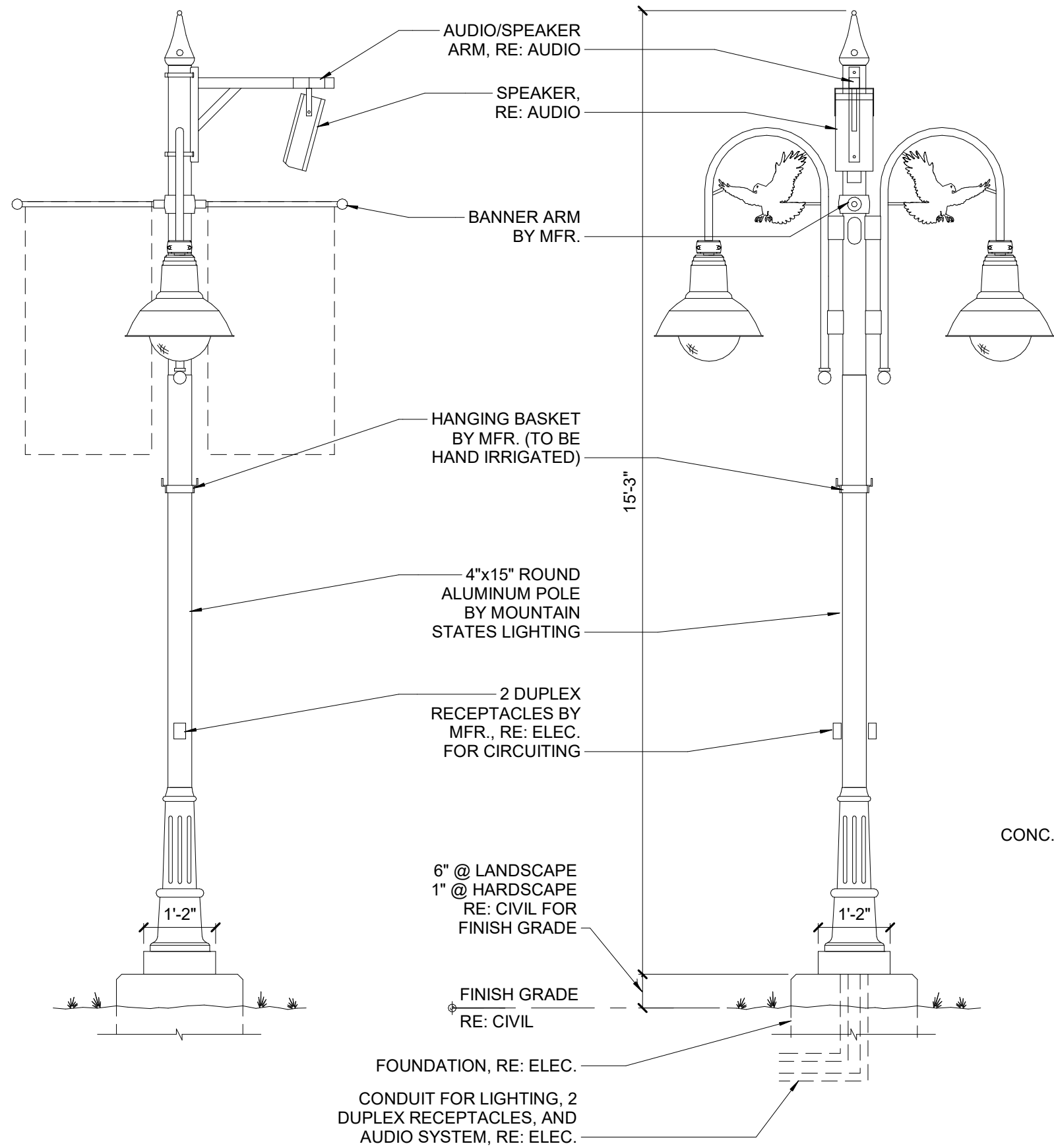
3 ORNAMENTAL METAL GUARDRAIL DETAIL
3/4" = 1'-0"



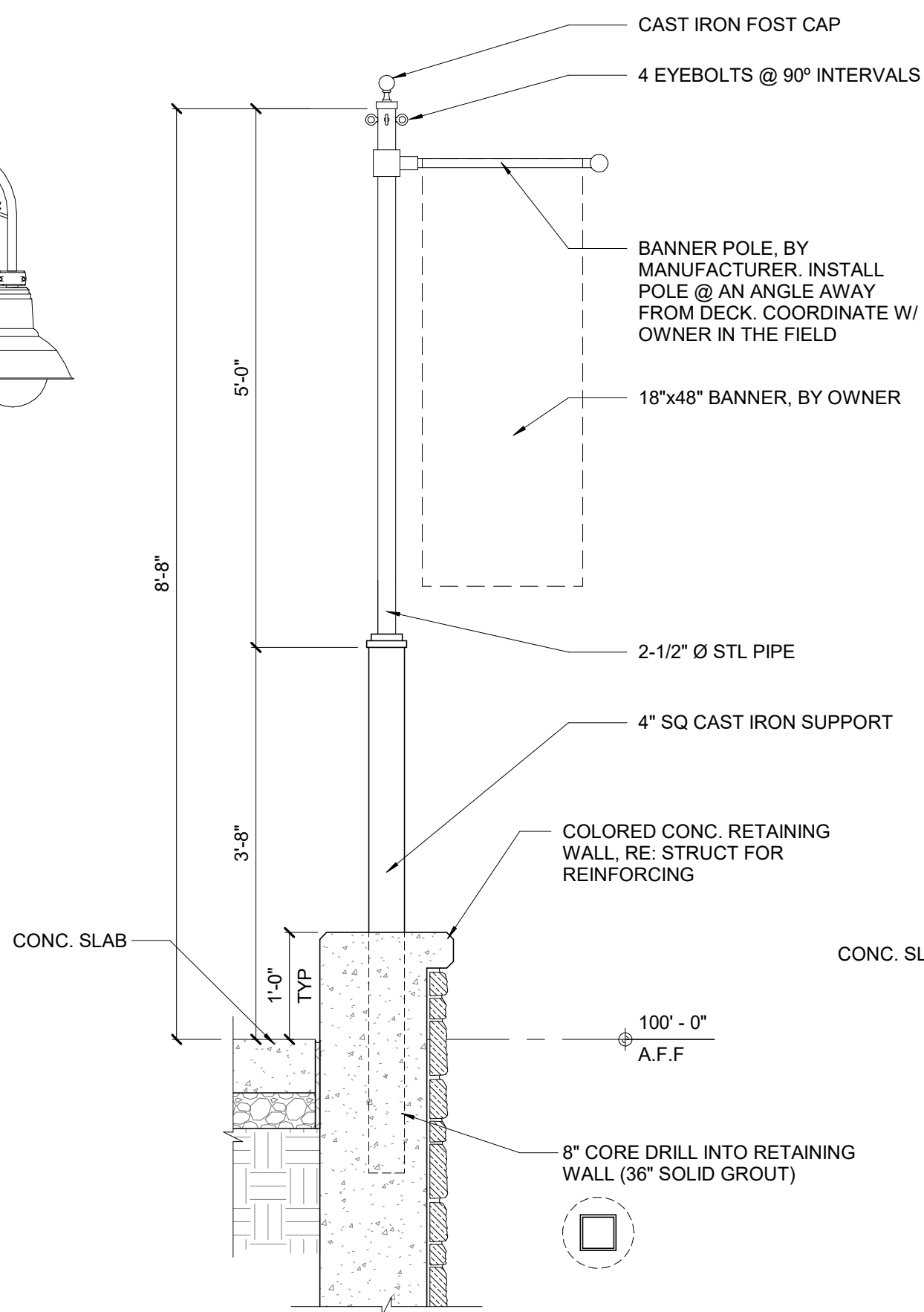
5 SIGN BOLLARD DETAIL
3/4" = 1'-0"



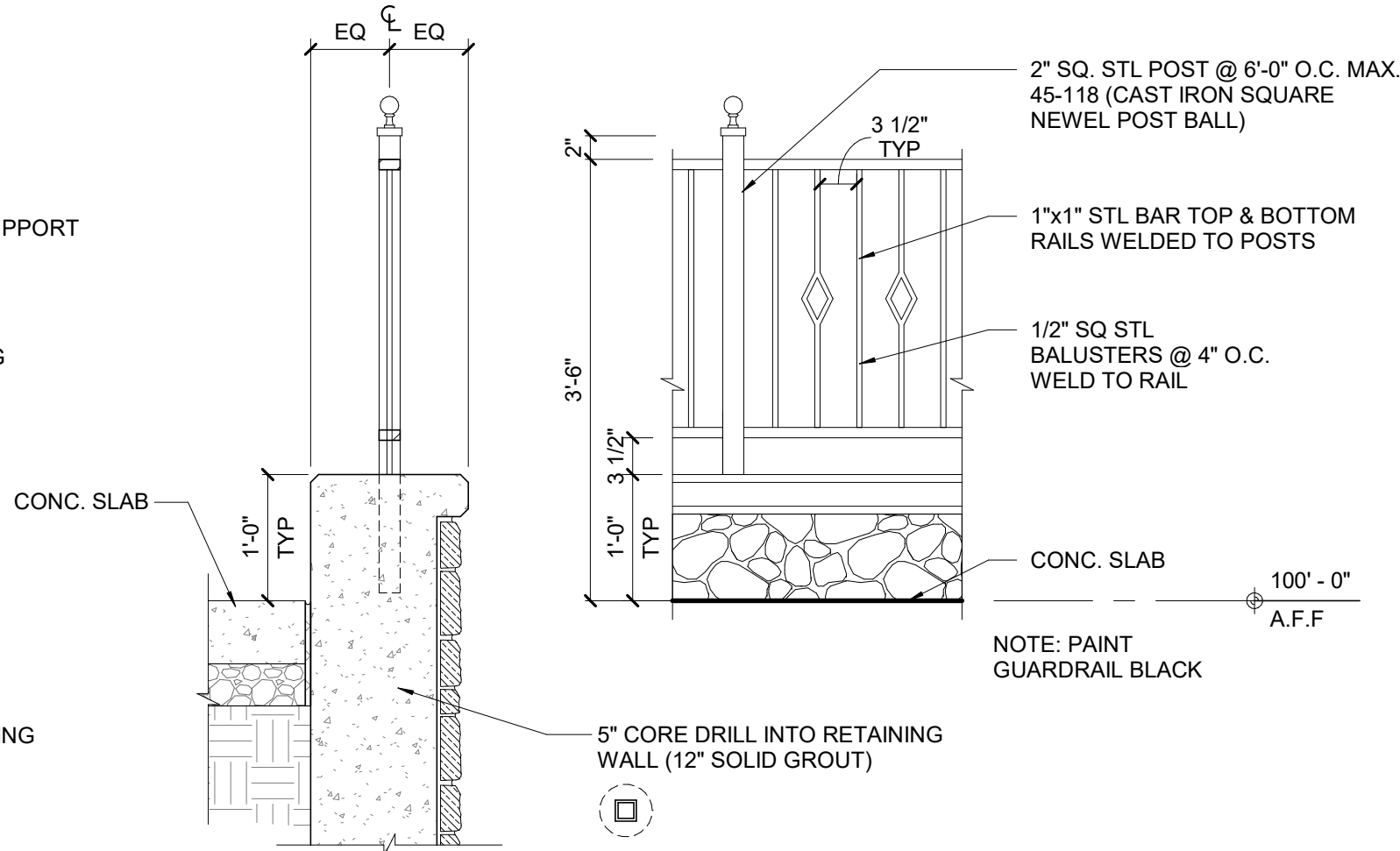
2 TYPICAL RETAINING WALL DETAIL
3/4" = 1'-0"



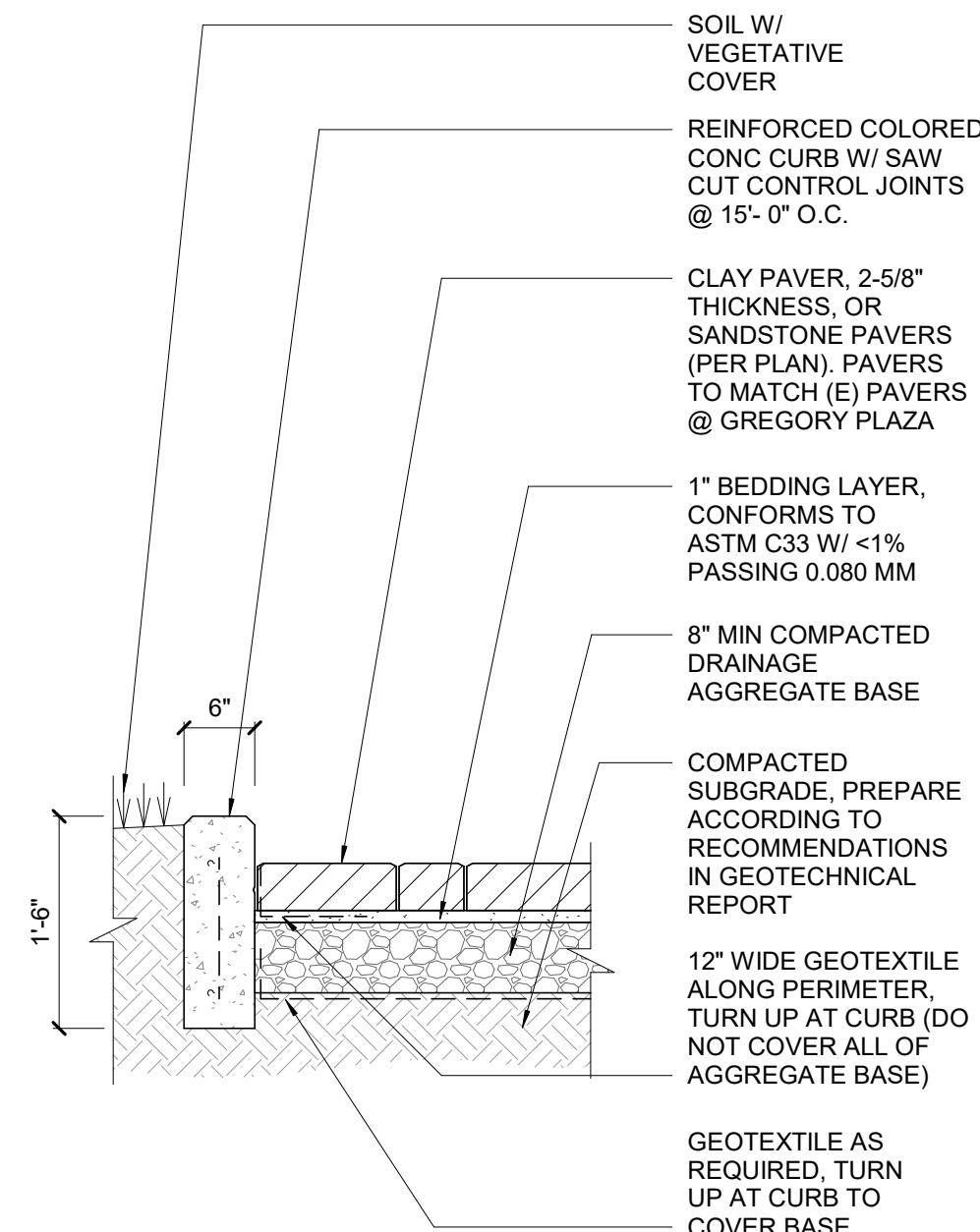
9 PEDESTRIAN LAMP POST
1/2" = 1'-0"



7 CATENARY POLE @ EVENT DECK DETAIL
3/4" = 1'-0"



4 GUARDRAIL DETAIL
3/4" = 1'-0"



1 PATIO SURFACE AND EDGE DETAIL
3/4" = 1'-0"

No.	Description	Date
7	ISSUE FOR PERMIT	11/1/23
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PEH ARCHITECTS
1720 14th Street Suite 100
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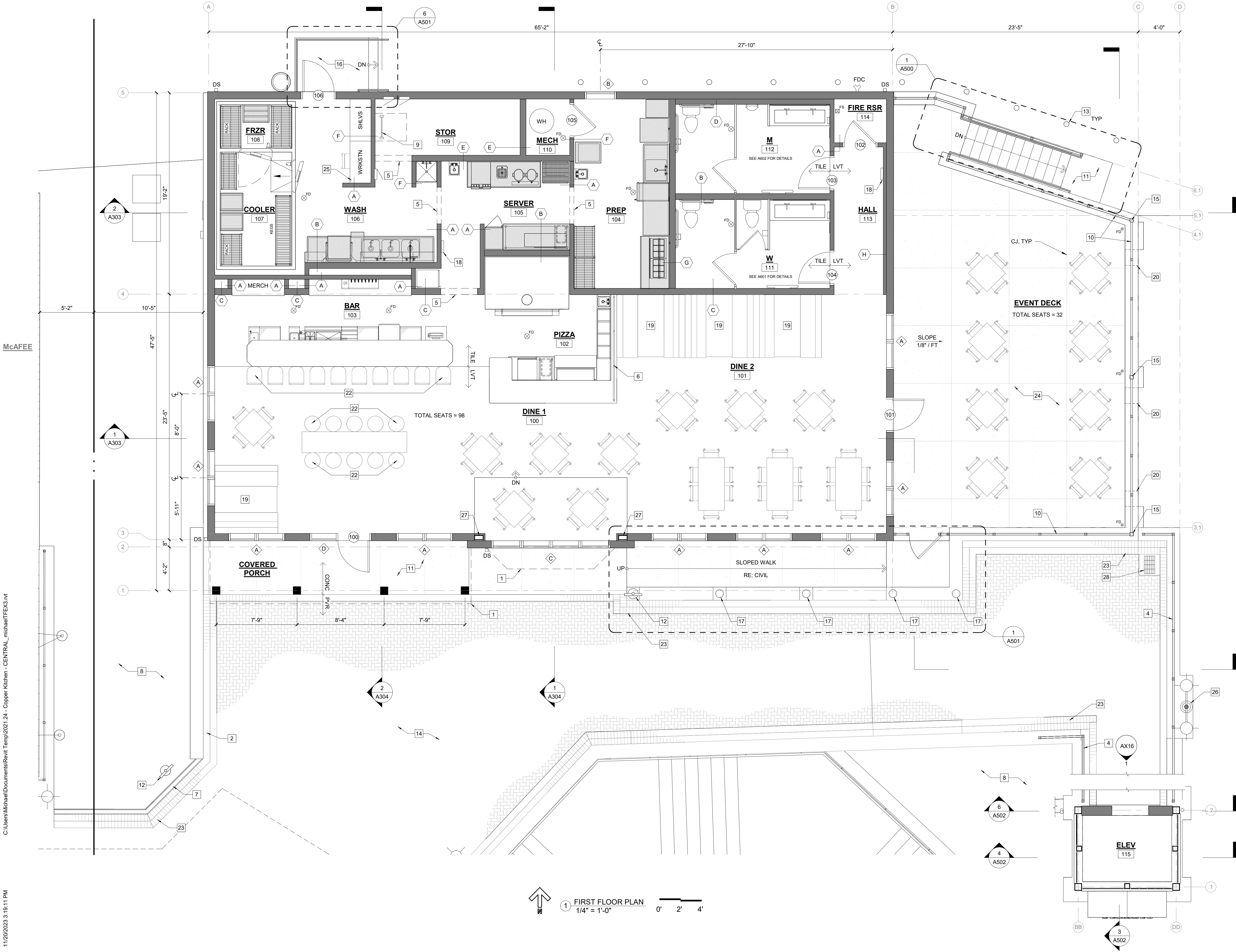
COPPER KITCHEN PIZZERIA
307 GREGORY ST. BLACK HAWK, CO

SITE DETAILS

Project: 2021.24
Date: 10/14/21
Drawn by: NAB
Checked by: PEH



A101



FLOOR PLAN GENERAL NOTES

- DIMENSIONS ARE TO FACE OF FRAMING / SIP PANEL, U.N.O.
- REFER TO A800 & A801 FOR DOOR AND WINDOW INFORMATION, SCHEDULED DOORS AND WINDOWS ARE TAGGED ON THE PLAN W/ (100) AND (101), RESPECTIVELY.
- SEE A301 & A302 FOR EXTERIOR WALL INFORMATION. REFER TO BUILDING CONDITIONS PLAN & SCHEDULE - FS4, FOR PLYWD BACKING LOCATIONS, GC TO ADD ADDL LAYER OF SHEATHING TO ADJACENT WALLS AS NEEDED TO ACHIEVE PLANE SURFACE FOR FINISHES.
- 100'-0" = 8117.9 USGS, RE: CIVIL
- TABLES AND CHAIRS ARE SHOWN FOR GRAPHIC PURPOSES, AND DO NOT REFLECT THE FINAL FURNITURE SELECTION. MOVABLE TABLES AND CHAIRS SHALL BE SELECTED BY OWNER, AND PROVIDED BY EQUIPMENT VENDOR.
- NON-LOAD BEARING PARTITIONS SHOULD BE CONSTRUCTED TO 6" ABOVE THE HIGHEST ADJACENT CLG. HT, U.N.O.

FLOOR PLAN LEGEND

- = (N) WALL
- FD / FS = FLOOR DRAIN/ SINK, RE: PLUMBING

FLOOR PLAN KEYNOTES

- ROOF ABOVE
- (N) RETAINING WALL, RE: 2/A101
- (N) ORNAMENTAL GUARDRAIL, RE: 3/A101
- 7'-6" HT CASED OPENING
- GLASS BARRIER O/ HALF HT WALL, RE: 7/A603
- CONC CURB, RE: 1/A101
- (N) LANDSCAPE AREA, RE: LANDSCAPE
- LADDER TO ROOF, RE: 5/A404
- (N) GUARDRAIL, RE: 4/A101
- (N) CONC SLAB
- (N) SIGN BOLLARD, RE: 5/A101
- (N) CONC BOLLARD, RE: 8/A101
- REPLACE (E) PAVERS AS REQUIRED, RE: 1/A101 FOR TYPICAL PAVER DETAIL
- (N) CATENARY POLE INTEGRATED INTO RAILING, RE: 7/A101
- (N) CONC STAIR, RE: 6/A501
- (N) ORNAMENTAL BOLLARD, RE: 6/A101
- RECESSED FIRE EXTINGUISHER CABINET, TOP OF CABINET @ 4'-6" AFF, RE: 10/A403
- CUSTOM BOOTH SEATING, TO BE PROVIDED BY EQUIPMENT VENDOR
- SCUPPER, RE: 9/A403
- FIXED STOOL SEATING, TO BE PROVIDED BY EQUIPMENT VENDOR
- DECORATIVE PAVER BANDING, RE: 10/A101
- DAVIS COLORS BAJA RED CONC. SLAB
- 48" W x 24" DP x 30" HT SOLID SURFACE COUNTER SUPPORTED BY 1818 RAKKS BRACKETS
- (N) PEDESTRIAN LAMP POST, RE: 9/A101
- STL COLUMN, RE: STRUCT. W/ 5/8" GWB O/ 1 1/2" FURRING
- AREA INLET, RE: CIVIL

INTERIOR PARTITION SCHEDULE

- A NON-LOAD BEARING; 5/8" TYPE "X" GWB O/ 2x4 FRAMING @ 16" O.C. W/ SOUND ATTENUATING BATTS @ WALLS SEPERATING KITCHEN SPACES FROM DINING SPACES O/ 5/8" TYPE "X" GWB
- B NON-LOAD BEARING; 5/8" TYPE "X" GWB O/ 2x6 FRAMING @ 16" O.C. W/ SOUND ATTENUATING BATTS @ RESTROOM WALLS AND @ WALLS SEPERATING KITCHEN SPACES FROM DINING SPACES O/ 5/8" TYPE "X" GWB
- C LOAD BEARING; 5/8" TYPE "X" GWB O/ 2x6 FRAMING @ 16" O.C. W/ SOUND ATTENUATING BATTS O/ 7/16" OSB O/ 5/8" TYPE "X" GWB
- D NON-LOAD BEARING; 5/8" TYPE "X" GWB O/ 2x6 FRAMING @ 16" O.C. W/ SOUND ATTENUATING BATT
- E NON-LOAD BEARING; 5/8" TYPE "X" GWB O/ FULL HT 2x6 FRAMING @ 16" O.C. O/ 5/8" TYPE "X" GWB
- F NON-LOAD BEARING; 5/8" TYPE "X" GWB O/ FULL HT 2x4 FRAMING @ 16" O.C. O/ 5/8" TYPE "X" GWB
- G NON-LOAD BEARING; 5/8" TYPE "X" GWB O/ 2x6 FRAMING @ 16" O.C. W/ SOUND ATTENUATING BATTS O/ 7/16" OSB O/ 5/8" TYPE "X" GWB
- H NON-LOAD BEARING; 5/8" TYPE "X" GWB O/ 2x4 FRAMING @ 16" O.C. O/ EXTERIOR WALL CONSTRUCTION

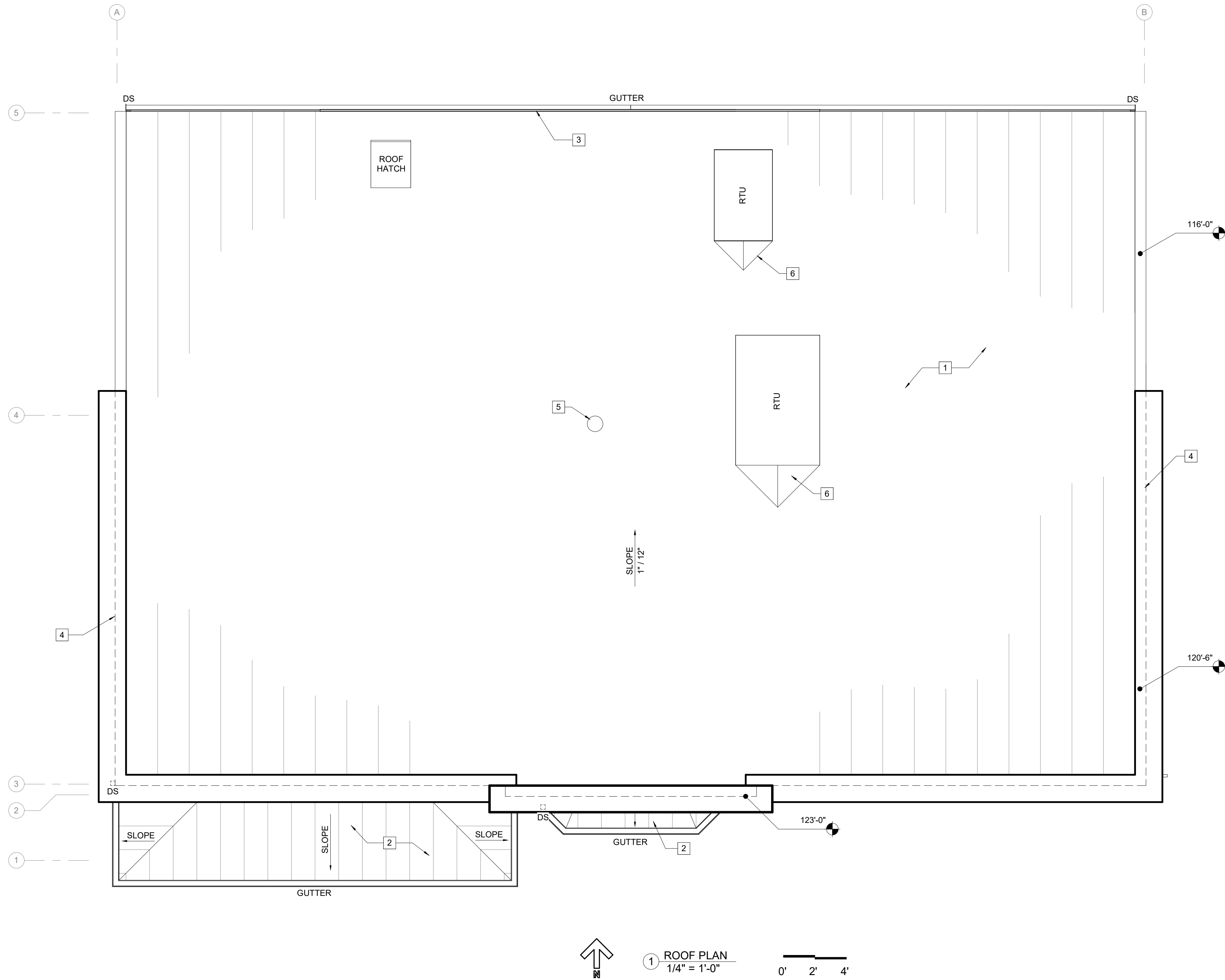
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1	SCHEMATIC DESIGN	1/17/23
No.	Description	Date

PEH ARCHITECTS
1720 14th Street Suite 100
Boulder, CO 80302
303-442-0408

**COPPER KITCHEN
PIZZERIA**
307 GREGORY ST. BLACK HAWK, CO

FIRST FLOOR PLAN

Project:	2021.24		A201
Date:	10/14/21		
Drawn by:	NAB		
Checked by:	PEH		



ROOF PLAN LEGEND

DS = ROUND DOWNSPOUT
GUTTER = HALF ROUND GUTTER

ROOF PLAN KEYNOTES

- 1 STANDING SEAM MTL PANEL ROOF
- 2 COPPER ROOFING
- 3 GUARDRAIL, RE: 11/A403
- 4 SIP PANEL BELOW
- 5 PIZZA OVEN VENT
- 6 CRICKET

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COPPER KITCHEN
PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

ROOF PLAN

Project:	2021.24		A203
Date:	10/14/21		
Drawn by:	NAB		
Checked by:	PEH		

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11/20/2023 3:19:34 PM



BUILDING ELEVATION GENERAL NOTES:

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EXTERIOR FINISH CHART

MARK	COLOR	CSI#	TYPE	MRF	FINISH
F1		03 30 00	CONC	DAVIS COLORS	BAJA RED
F2		04 43 13	STONE MASONRY VENEER	GENERAL SHALE	HONEY SUCKLE (GC TO MATCH (E) STONE)
F3		07 41 43	COPPER ROOF & GUTTER	--	--
F4		07 41 13	METAL ROOF PANELS	SHEFFIELD METALS INT.	REGAL RED
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F6		08 52 30	WINDOW/ DOOR FRAMES	MARVIN WINDOWS	WINEBERRY
F7		08 41 13	STOREFRONT	MANKO WINDOW SYSTEMS	BLACK ACID ETCH
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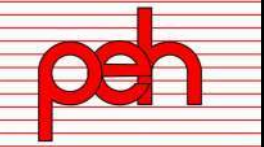
1720 14th Street Suite 100
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**COPPER KITCHEN
PIZZERIA**

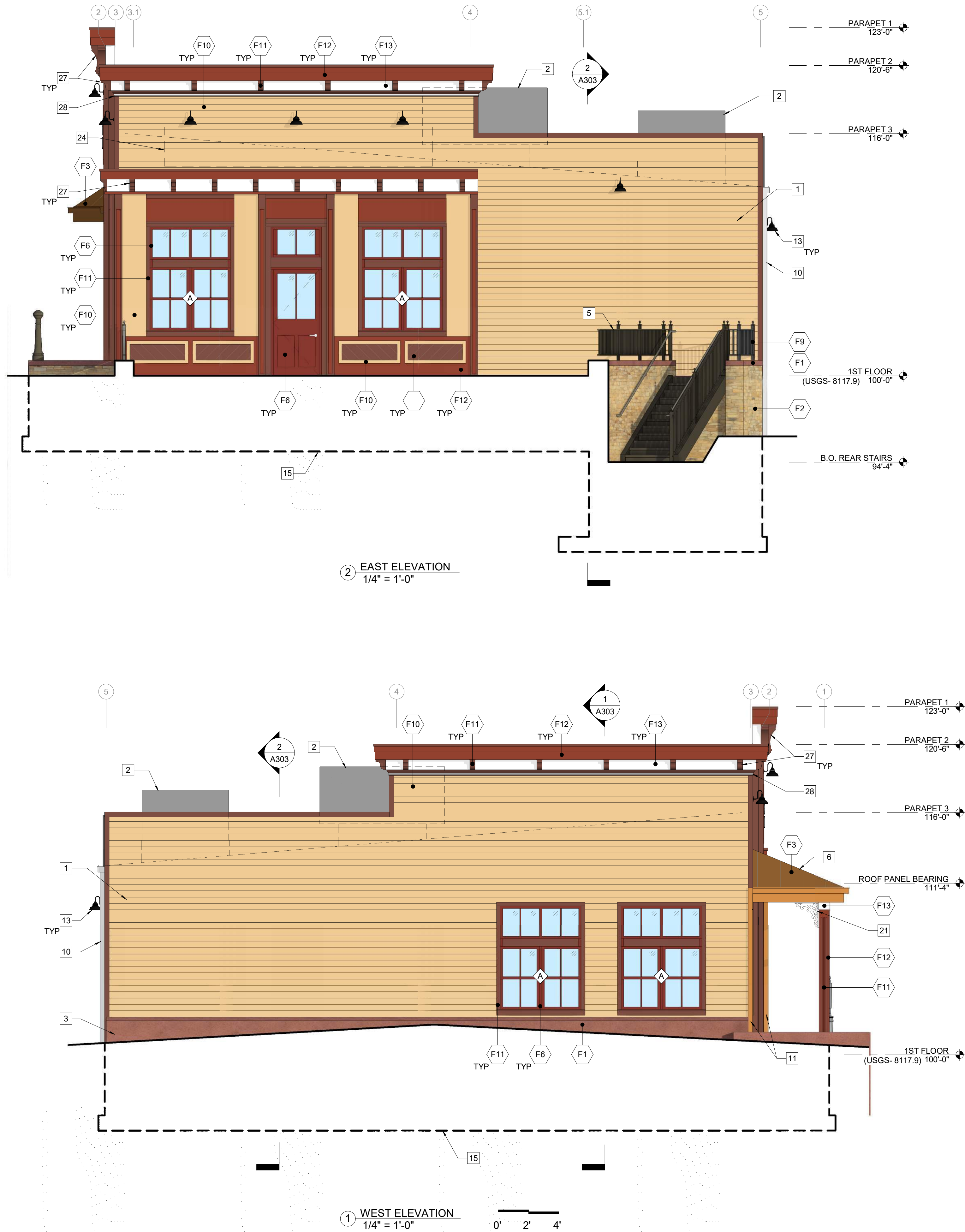
307 GREGORY ST. BLACK HAWK, CO

ELEVATIONS

Project: 2021.24
Date: 10/14/21
Drawn by: NAB
Checked by: PEH



A300



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**COPPER KITCHEN
PIZZERIA**

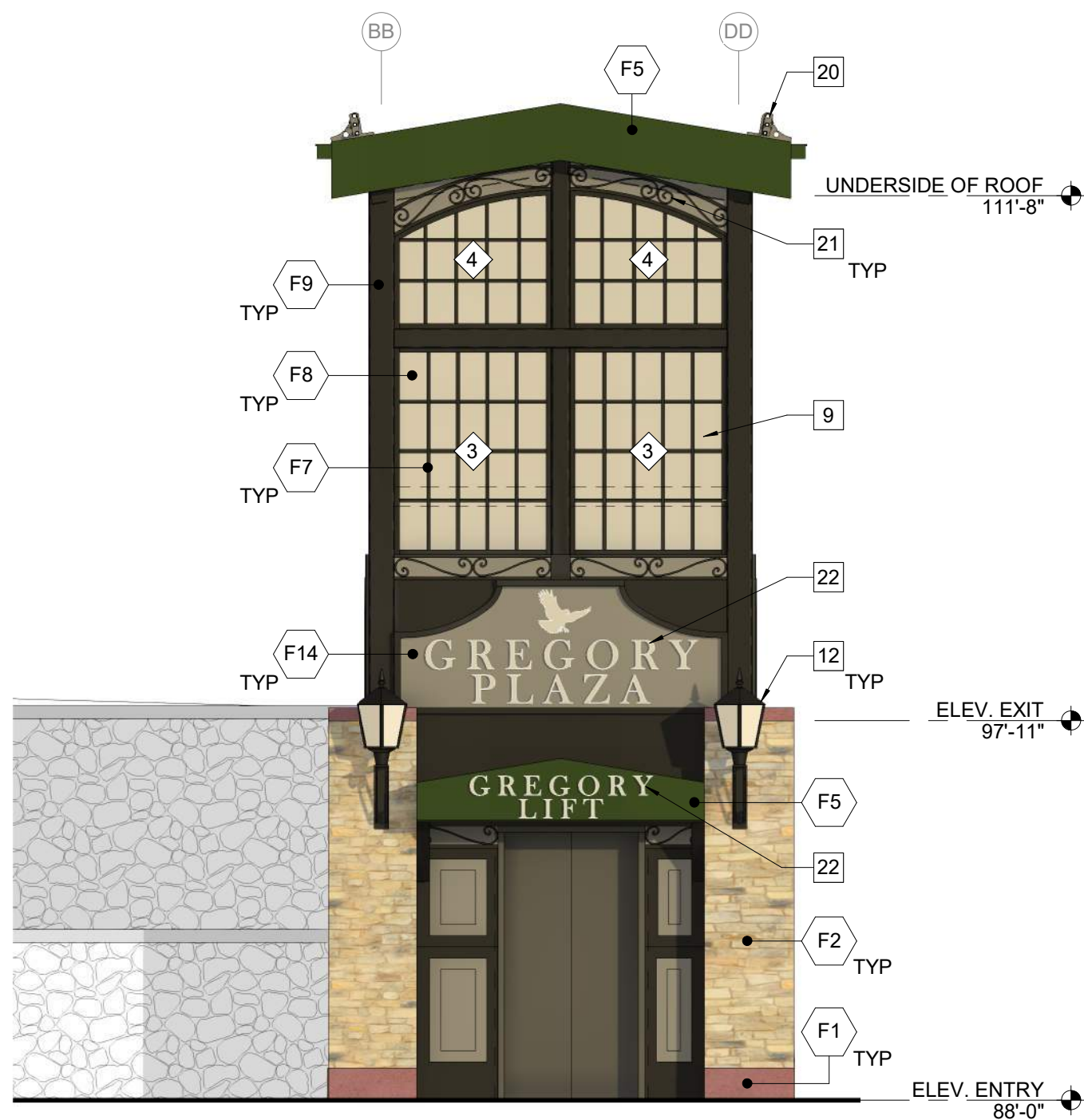
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ELEVATIONS

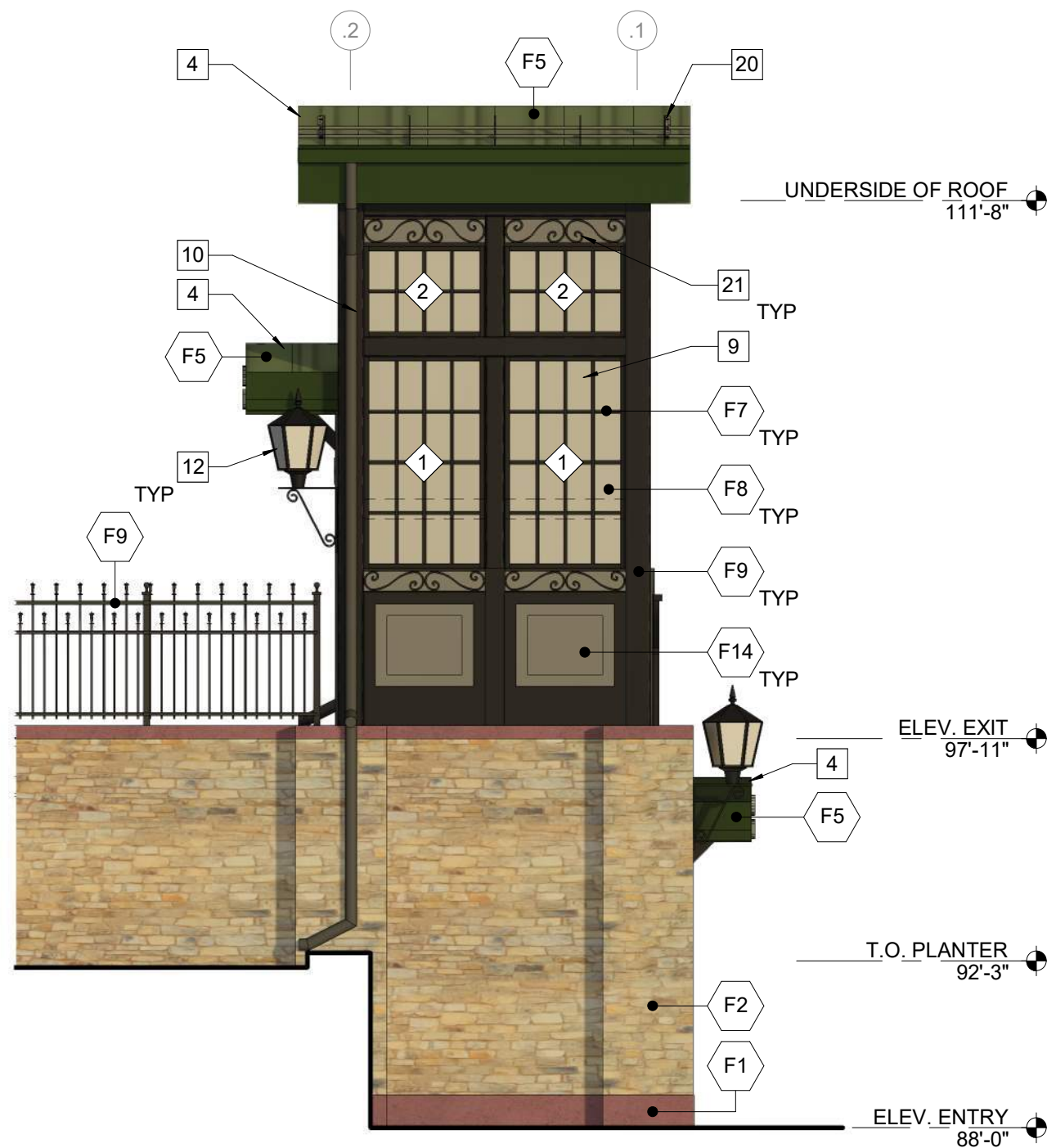
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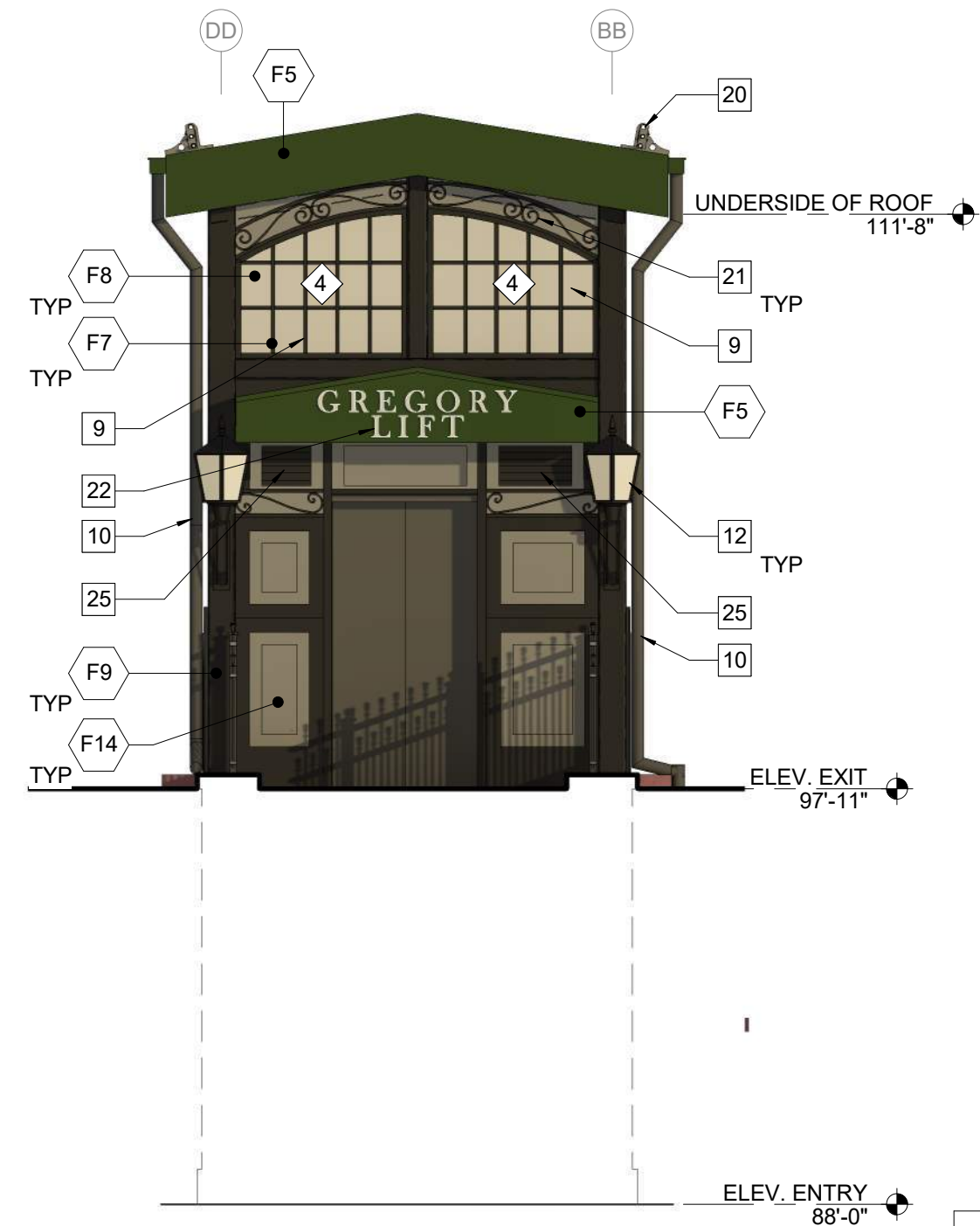
A301



4 SOUTH ELEVATION
1/4" = 1'-0"



3 WEST ELEVATION
1/4" = 1'-0"



2 NORTH ELEVATION
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COPPER KITCHEN
PIZZERIA

307 GREGORY ST. BLACK HAWK, CO

ELEVATIONS

Project: 2021.24
Date: 10/14/21
Drawn by: MJS
Checked by: PEH



A302

RESOLUTION 88-2023
A RESOLUTION
APPROVING AMENDMENT
NO. 1 TO THE GENERAL
CONTRACTOR
AGREEMENT EXECUTED
ON APRIL 12, 2023
BETWEEN THE CITY OF
BLACK HAWK AND MW
GOLDEN CONSTRUCTORS,
ESTABLISHING THE
GUARANTEED MAXIMUM
PRICE (GMP) OF \$6,501,189
FOR CONSTRUCTION OF
THE COPPER KITCHEN
PIZZERIA PROJECT

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

Resolution No. 88-2023

TITLE: A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE GENERAL CONTRACTOR AGREEMENT EXECUTED ON APRIL 12, 2023 BETWEEN THE CITY OF BLACK HAWK AND MW GOLDEN CONSTRUCTORS, ESTABLISHING THE GUARANTEED MAXIMUM PRICE (GMP) OF \$6,501,189 FOR CONSTRUCTION OF THE COPPER KITCHEN PIZZERIA 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 Amendment No. 1 to the General Contractor Agreement executed on April 12, 2023 between the City of Black Hawk and MW Golden Constructors, establishing the Guaranteed Maximum Price (GMP) of \$6,501,189 for construction of the Copper Kitchen Pizzeria project.

RESOLVED AND PASSED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 88-2023, a Resolution approving Amendment No. 1 to the General Contractor Agreement for the Copper Kitchen Pizzeria project. Amendment No. 1 would establish the Guaranteed Maximum Price (GMP) for construction of this project.

RECOMMENDATION:

If City Council chooses to approve Resolution 88-2023, a Resolution approving Amendment No. 1 to the General Contractor Agreement between the City of Black Hawk and MW Golden Constructors, the recommended motion is as follows: “Approve Resolution 88-2023, a Resolution approving Amendment No. 1 to the General Contractor Agreement dated April 12, 2023, and therefore accepting the GMP of \$6,501,189 for construction of the Copper Kitchen Pizzeria project.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Gregory Street Plaza is complete, except for a vacant lot that remains between the McAfee House and Church Street, at the old Lilly Belle’s site. The Copper Kitchen Pizzeria project consists of a new single-story 2,800 square-foot restaurant at this location. The project also includes removal of an existing pedestrian ramp and construction of a new elevator at the northwest corner of Gregory and Church Streets.

The Copper Kitchen Pizzeria would display interior and exterior architectural elements to complement the historic nature of other Gregory Street structures. Similarly, the elevator will contain architectural metals, glass, and lighting that will loosely replicate a historic mining hoist system. New retaining walls will be faced with architectural stone to match the other walls throughout the Gregory Street Plaza. Renderings of proposed improvements were presented to City Council on November 8, 2023.

The original General Contractor Agreement with MW Golden Constructors was approved by City Council on April 12, 2023. Approval of this Amendment would establish the GMP for construction of the Copper Kitchen Pizzeria project and authorize MW Golden Constructors to begin construction.

AGENDA DATE: December 13, 2023

FUNDING SOURCE: Program Expenses / 271 Gregory St Rehab:
203-0000-502-58-48

STAFF PERSON RESPONSIBLE: Tom Isbester / Matt Reed

PROJECT COMPLETION DATE: June 30, 2025

DOCUMENTS ATTACHED: Amendment No. 1

RECORD: [] Yes [X] No

UPDATE GIS MAP: [] Yes [X] No

CITY ATTORNEY REVIEW:

[] Yes [X] No

SUBMITTED BY:



Thomas Isbester, Public Works Director

REVIEWED BY:



Stephen N. Cole, City Manager

AMENDMENT NO. 1

ACCEPTANCE OF THE GUARANTEED MAXIMUM PRICE

Copper Kitchen Pizzeria

December 13, 2023

This Amendment to the Agreement between the parties signing below shall establish the Scope of Work, Schedule, and Guaranteed Maximum Price, in accordance with the terms of the *General Contractor Agreement* for the Copper Kitchen Pizzeria project, dated April 12, 2023. Terms capitalized in this document are specifically defined in the Agreement and in the Contract Documents incorporated therein.

A.1. SCOPE OF WORK

The Scope of Work includes construction of the Copper Kitchen Pizzeria project, as described in the approved Copper Kitchen Pizzeria construction plans and specifications prepared by PEH Architects and their subconsultants. The Guaranteed Maximum Price is based on the "Issue for Pricing" construction plans dated September 25, 2023, the Project Manual dated September 25, 2023, and other supporting documents provided to the Contractor during the selection process.

A.2. GUARANTEED MAXIMUM PRICE

The Guaranteed Maximum Price for the Scope of Work, including the previously-approved preconstruction fee of **\$17,500**, is **Six Million Five Hundred One Thousand One Hundred Eighty-Nine Dollars (\$6,501,189)**, which is the maximum amount payable for performance of the Scope of Work in accordance with the Contract Documents, including this Amendment and its incorporated Exhibit B.

A.3. CONTRACT TIME

The date of Substantial Completion for the Scope of Work is hereby established as **June 30, 2025**.



EXHIBIT B

December 6, 2023

Copper Kitchen Pizzeria
307 Gregory St.
Black Hawk, CO 80422

Attention: Matt Reed
Reference: Copper Kitchen Pizzeria
Subject: Guaranteed Maximum Price (GMP) Rev2

Dear Matt Reed:

MW GOLDEN CONSTRUCTORS (MWGC) is pleased to provide you with GMP Rev2 for the Copper Kitchen Pizzeria project located in Black Hawk, CO. This price is based off the Architectural Drawings dated 9/25/23, Civil Drawings dated 9/25/23, Electrical Drawings dated 9/25/23, Landscape Drawings dated 9/25/23, Mechanical Drawings dated 9/25/23, Plumbing Drawings dated 9/25/23, Structural Drawings dated 9/25/23, and Restaurant Furnishing Drawings dated 9/25/23. Below is a divisional cost breakdown along with inclusions and exclusions for the project.

DIVISIONAL COST BREAKDOWN

Division	Description	Total Rev2
010000	General Conditions	\$594,077
011117	Preconstruction Services	\$20,000
014523	Testing and inspection services	Excluded
017123	Field Engineering	\$55,000
024000	Selective Demolition	\$18,800
033000	CIP Concrete / Stone	\$495,324
051000	Structural Steel / Misc. Metals / Guardrail / Railings	\$235,725
057500	Metal Wall Panels	\$47,356
061000	Rough Carpentry / Framing	\$512,712
612000	Structural Insulated Panels	\$123,330
064000	Architectural Woodworking / Base & Case / Wainscot / Countertops	\$206,349
071113	Dampproofing and Waterproofing	\$10,665
072100	Foundation Insulation	\$17,980
074000	Roofing / Flashing & Sheet Metal	\$83,400
074210	Copper Wall Cladding/Foot Rail	\$6,000
074211	Fire Caulking (Allowance)	\$7,982
079000	Joint Protection	\$3,050
083113	Doors, Frames, Hardware	\$30,647
088113	Glazing	\$123,000
083114	Access Doors, Frames, TV's and Knot Box	\$5,420

Division	Description	Total Rev2
085000	Metal Clad Windows	\$100,443
092000	Gyp	\$109,990
093000	Tile	\$151,610
095000	ACT	\$19,420
099000	Paint	\$82,935
101400	Signage (ADA Compliant Only)	\$1,800
102800	T&B Accessories / Partitions / FRP / Fire Extinguishers	\$53,671
114000	Foodservice Equipment	\$313,801
120000	Furnishings	\$14,239
122000	Window Treatments	\$4,321
126400	Booth Seating & Banquettes (Allowance)	\$25,000
126400	Bar Stool w/ back (Allowance)	\$9,000
126400	Bar Stool w/o back (Allowance)	\$3,500
126400	Dining Room Chair	Excluded
126400	2 top table	Excluded
126400	4 top table	Excluded
126400	6 top table	Excluded
126400	Patio Table Set	Excluded
126400	Fire Pit Set	Excluded
142000	Elevator	\$140,000
210000	Fire Suppression	\$59,327
230000	Mechanical / Plumbing	\$611,805
260000	Electrical / Fire Alarm	\$557,628
270000	Structured Cabling / Security	\$17,541
310000	Earthwork / Utilities	\$388,232
312113	Radon	Excluded
314000	Temp Shoring	\$44,160
320000	Landscaping	\$8,250
321200	Asphalt Paving	\$21,840
321400	Pavers	\$39,217
330000	Utilities (Allowance for Church Street Storm Work)	\$20,000
600100	Bond	\$65,098
600200	Insurance	\$129,799
600300	Builder's Risk Insurance	\$51,365
600500	Contingency	\$324,213
600550	Escalation	\$129,816
600600	Fee	\$388,851
	TOTAL GMP Rev2	\$6,483,689

INCLUSIONS:

- 085000 –Metal Clad Wood Window
 - o Further clarification is needed on final window system design.
- 088113 – Glazing
 - o Further clarification is needed on final window system design.
- 093000 – Tile

- Tile 1 changed from 2x2 Mosaic to 12x24
 - Tile 2 is Happy Floors 12x12 at \$5/SF pending final material selection
 - Bar Wall Tile is Zellige 4x4
- 101400 – Signage
 - Allowance for Code Required Signage and Building Signage
- 120000 – Furnishings
 - (2) 40 LED TVs with mounts
 - (5) Catenary poles
 - (5) signposts
 - (2) Catenary poles
 - (1) Knot box
- 314000 – Temporary Shoring – 301 Church St.
 - Shoring of excavation for the installation of foundation wall.
- 330000 – Utilities – 301 Church St.
 - Allowance provided for relocation of storm inlet.

CLARIFICATIONS:

- Elevator Payment Terms need to be met to meet schedule
- Allowance has been included in Earthwork for:
 - Allowance for material backfill, note...It's highly unlikely that there will be a shortage of material for backfill

GENERAL EXCLUSIONS

- Taxes
- Parking costs
- Hydraulic calculations or upsizing the existing pipe/water supply for the fire suppression system. The existing water supply is deemed adequate to supply the required fire sprinkler demand.
- Tap/Development Fees
- Utility Company Fees
- Temporary Construction Power/Water/Gas Consumption Fees
- Hazardous Material Testing
- Hazardous Material Abatement
- Card reader licenses
- Rock Excavation
- 3rd Party Testing
- Building Signage
- Radon System

Thank you for the opportunity and we look forward to having further discussions on this project.

Sincerely,

MW GOLDEN CONSTRUCTORS



Adam Alexander
Chief Estimator

RESOLUTION 89-2023
A RESOLUTION AWARDING
THE BID AND APPROVING
THE CONTRACT BETWEEN
THE CITY OF BLACK
HAWK AND GRAPES &
SONS EXCAVATING, LLC IN
AN AMOUNT NOT TO
EXCEED \$97,900.00 FOR
DEMOLITION OF THE
STRUCTURE LOCATED AT
271 GREGORY STREET AND
EXCAVATION OF A
PORTION OF THE LIVERY
LOT

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

Resolution No. 89-2023

**TITLE: A RESOLUTION AWARDING THE BID AND APPROVING THE
CONTRACT BETWEEN THE CITY OF BLACK HAWK AND GRAPES &
SONS EXCAVATING, LLC IN AN AMOUNT NOT TO EXCEED
\$97,900.00 FOR DEMOLITION OF THE STRUCTURE LOCATED AT 271
GREGORY STREET AND EXCAVATION OF A PORTION OF THE
LIVERY LOT**

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 Grapes & Sons Excavating, LLC in an amount not to
exceed \$97,900.00 for demolition of the structure located at 271 Gregory Street and excavation
of a portion of the Livery Lot, and authorizes the Mayor to execute the same on behalf of the
City.

RESOLVED AND PASSED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Resolution 89-2023, a Resolution awarding the bid and approving the contract with Grapes & Sons Excavating, LLC for demolition of the structure located at 271 Gregory Street and excavation of a portion of the Livery Lot.

RECOMMENDATION:

If City Council chooses to approve Resolution 89-2023, the recommended motion is as follows: “Approve Resolution 89-2023, a Resolution awarding the bid and approving the contract between the City of Black Hawk and Grapes & Sons Excavating, LLC in an amount not to exceed \$97,900.00 for demolition of the structure located at 271 Gregory Street and excavation of a portion of the Livery Lot.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Livery Lot encompasses the area along the north side of Gregory Street between Church Street and the Grand Stair. As part of the HARD District, the long-term vision is for the Livery Lot to contain non-gaming commercial establishments. The existing building at 271 Gregory Street and an outcropping of rock and soil will therefore need to be removed to maximize the buildable area. This contract would incorporate both of these projects.

AGENDA DATE:

December 13, 2023

FUNDING SOURCE:

Program Expenses / 271 Gregory St Rehab:
203-0000-502-58-48

STAFF PERSON RESPONSIBLE:

Tom Isbester / Matt Reed

PROJECT COMPLETION DATE:

March 31, 2024

DOCUMENTS ATTACHED:

Trade Contractor Agreement

RECORD:

[] Yes [X] No

UPDATE GIS MAP:

[] Yes [X] No

CITY ATTORNEY REVIEW:

[] Yes [X] No

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Stephen N. Cole, City Manager

TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2023, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and Grapes & Sons Excavating, LLC (hereinafter referred to as "Contractor").

In consideration of the mutual covenants, agreements, conditions, and undertakings hereinafter specified, the City and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with **Exhibit A**, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the "Project").

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the City and Contractor, consist of this Agreement and **Exhibit A** and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The City shall pay Contractor for the performance of work and completion of the Project not to exceed the amounts set forth in **Exhibit A**.

Section 4. Times and Methods of Payment.

- A. Payment shall be made for services rendered upon completion and final acceptance of the project and shall be due and owing within thirty (30) days of Contractor's submittal of his invoice. If the City objects to any invoices submitted by the Contractor, the City will so advise Contractor in writing, giving the reason within fourteen (14) days of receipt of such invoice.
- B. If the City fails to make payments due Contractor within thirty (30) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the City, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

Section 5. Final Acceptance. Final acceptance of the Project shall follow inspection and approval of Contractor's performance by the City, along with inspection by appropriate governmental officials pursuant to local, state, and federal requirements, if necessary. The City shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the City is subject to the provisions of this Contract, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the City for final acceptance, shall be delivered free from any and all claims or encumbrances, whether then in existence or later established by law, statute, ordinance, or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the City and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, material man, equipment supplier, manufacturer, or other person.

Section 6. Commencement and Completion of Performance. The services called for shall commence upon execution of this Agreement and be completed by **March 31, 2024**. Contractor shall commence any work requested by the City within ten (10) days of notification by the City. In the event Contractor fails to commence work within this time period, the City may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to ensure full completion within the contract time. It is expressly understood and agreed by and between the City and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed. If Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then Contractor shall pay to the City the amount of liquidated damages and not as penalty the sum of **Five Hundred and 00/100 Dollars (\$500.00)** for each calendar day that Contractor shall be in default after **March 31, 2024**. The City will charge Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the City in connection with any work accomplished after the specified completion date.

Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and Contractor has promptly given written notice of such delay to the City:

- A. to any preference, priority or allocation order duly issued by the City; and
- B. to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

Section 7. Termination.

- A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate, and
 - ii. an opportunity for consultation with the terminating party prior to termination.
- B. This Agreement may be terminated in whole or in part in writing by the City for its convenience.
- C. Upon receipt of a termination action pursuant to paragraphs a. and b. above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

Section 8. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefor unless otherwise specified by the City. The City shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The City is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the City is exempt shall not be included in the Agreement Price. The City shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. §39-26-708, Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules, and regulations of all governmental authorities, whether local, state, or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.

Section 9. Indemnification.

The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents, and their insurers, from and against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss, or damage is attributable to the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, the Contractor's employees, subcontractors, or anyone else employed directly or indirectly by the Contractor, Contractor's employees, or subcontractor.

The Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond, and provide defense for and defend against any such liability, claims, or demands at the sole expense of the Contractor, or at the option of the City, Contractor agrees to pay the City or reimburse the City for defense costs incurred by the City in connection with any such liability, claims, or demands. The Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims, or demands alleged are groundless, false, or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 10. 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 9 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 9 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 9 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 five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease—policy limit, and five hundred thousand dollars (\$500,000) disease—each employee.
 2. General Public Liability Insurance to be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than two million dollars (\$2,000,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident and not less than two million dollars (\$2,000,000) for all damages arising out of injury to, or destruction of property, including the City's property, during the policy period. The General Public Liability Insurance policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
 3. Protective Liability and Property Damage Insurance covering the liability of the Owner, including any employee, officer, or agent of the Owner with respect to all operations under the Contract by the Contractor or his sub-contractors shall be obtained and maintained during the life of this Contract.

4. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Owner under this contract.
- C. To the extent that liability results from the acts or omissions of the Contractor, all Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s), the Owner, whether private or governmental, the Owner's officers and employees, and any other person(s), company(ies), or entity(ies) deemed necessary by the Owner. The Contractor shall be solely responsible for any deductible losses under any policy required herein.
 - D. The insurance provided by the Contractor shall be primary to insurance carried by the Owner and all other additional insureds, and the principal defense of any claims resulting from the Contractor's obligations under the Contract shall rest with the Contractor's Insurer.

Section 11. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the City all workmanship, equipment and materials on or made a part of the Project and its structures for a period of one (1) year from and after the date of final acceptance of the work by the City as provided by this Agreement.

Section 12. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. Contractor shall require any subcontractors to provide the City with a certificate of insurance which provides insurance coverage as provided by Section 10 of this Agreement. The certificate of insurance shall name the City as an additional insured and provide that the policy shall not be terminated without ten (10) days written notice to the City. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments, and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the City, Contractor shall disburse the same immediately to subcontractors without any requirement of the City to supervise the same. The City may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or material men prior to payment of progress payments or final payment. No contractual relationship shall exist between the City and any subcontractor because of the subletting of any part of the Project work.

Section 13. Changes in Contract Price. The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price will be determined by one or more of the following methods in the order of precedence listed below:

- A. Unit prices previously approved, which are attached hereto and incorporated by this reference.
- B. An agreed lump sum.
- C. The actual cost of labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there will be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of general overhead and profit.

Section 14. Work Rules.

- A. Contractor shall perform all work hereunder in keeping with the rules and regulations that the City may promulgate at any time for the safe, orderly, and efficient conduct of all operations.
- B. The City shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the City, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.
- C. Nothing contained in this Agreement shall constitute Contractor as being an employee of the City, nor shall any employment relationship between the City and Contractor be created by the terms hereof.
- D. Contractor is responsible for the safety of any of its materials, tools, possessions, and rented items stored on the job site and for protection of the Project and shall hold the City and its authorized representatives harmless from any damage or loss incurred thereto.
- E. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services, or instruments for whose actions Contractor is responsible hereunder.
- F. No material, equipment, tools, supplies, or instruments other than those

belonging to or leased by Contractor will be removed from the Project site by Contractor without the prior written approval of the City.

- G. Contractor agrees to report immediately to the City, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

Section 15. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

Section 16. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification, or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 17. Severability. If any term, section, or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 18. Waiver. No waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term, or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 19. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition, or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.

Section 20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 21. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings, or agreements pertaining to such matters are merged into, and are superseded by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

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

GRAPES & SONS EXCAVATING, LLC

By: _____

Name: Bob Grapes

Title: member

STATE OF COLORADO)
COUNTY OF Gilpin) ss.

The foregoing instrument was acknowledged before me this 4 day of December, 2023, by Robert Grapes, as Member of Grapes & Sons Excavating

My commission expires: 8.16.2025

Witness my hand and official seal.

Erin Scully
Notary Public

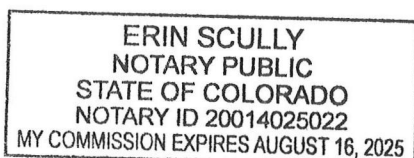
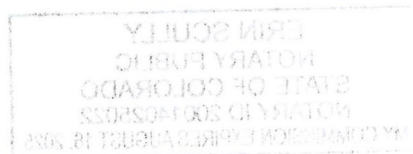


EXHIBIT A
SCOPE OF WORK
LIVERY LOT EXCAVATION and
271 GREGORY STREET DEMOLITION

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	EXCAVATE LIVERY LOT PER PAGE 2 OF EXHIBIT A	1	LS	\$35,500.00	\$35,500.00
2	ROCK EXCAVATION (IF REQUIRED)	40	HR	\$300.00	\$12,000.00
3	DEMOLISH BUILDING AT 271 GREGORY ST. PER PAGE 3 OF EXHIBIT A	1	LS	\$50,400.00	\$50,400.00

GRAND TOTAL = \$97,900.00

EXHIBIT A
PAGE 1 OF 3



Proposal

Robert Grapes, Owner
P.O. Box 571
Black Hawk Colorado 80422
Phone: (303)582-1131
e-mail: bhgrapes@gmail.com



Proposal submitted to: City of Black Hawk Attn: Matt	Phone: 303-582-2288 Cell: E-Mail:	Date: October 31, 2023
Address:	Job Location: Livery Lot Black Hawk, CO 80422	County of Gilpin State of Colorado

WE PROPOSE hereby to furnish material and labor complete in accordance with specifications

Payment to be made as follows: Payment is due upon completion and/or upon receipt of Invoice

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications below involving extra costs will be executed

only upon written orders, and will become an extra charge over and above

the estimate. All agreements contingent upon strikes, accidents or delays

beyond our control.. Owner to carry fire, tornado and other necessary

Insurance. Our workers are fully covered by Workman's Compensation Insurance

Authorized Signature

Holly Grapes, Manager

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Description	Dig out hillside below Church St at Livery Parking Lot	
Excavate hillside and haul out excess material - haul dirt to area beside fire station and sort out boulders and haul to Miners Mesa	\$	35,500.00
Rock excavation with hydraulic hammer @ \$300.00 per hr.	\$300.00 per hr.	
Total	\$	35,500.00

ASSUME 40 HOURS OF ROCK EXCAVATION TO ESTABLISH CONTRACT SUM.
\$300/HR. x 40 HOURS = \$12,000

LIVERY LOT GRAND TOTAL = \$35,500 + \$12,000 = \$47,500

Proposal

Robert Grapes, Owner
P.O. Box 571
Black Hawk Colorado 80422
Phone: (303)582-1131
e-mail: bhgrapes@gmail.com



Proposal submitted to: City of Black Hawk Attn: Matt	Phone: 303-582-2288 Cell: E-Mail:	Date: October 31, 2023
Address:	Job Location: Church St and Gregory Demo Black Hawk CO 80422	County of Gilpin State of Colorado

WE PROPOSE hereby to furnish material and labor complete in accordance with specifications

Payment to be made as follows: Payment is due upon completion and/or upon receipt of Invoice

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.. Owner to carry fire, tornado and other necessary Insurance. Our workers are fully covered by Workman's Compensation Insurance

Authorized Signature

Holly Grapes, Manager

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Description	Green building at Church St. and Gregory St Demo	
Demo Building, foundation and 3 trees, leave back wall that retains Church St.	\$	38,500.00
Cap water service at curb stop and sewer service at the street NOTE: if we have to do any asphalt cutting or have to go into the street it will be an additional cost.	\$	4,500.00
Jersey barriers - Purchase deliver and set 12' long jersey barriers	\$	7,400.00
Total	\$	50,400.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/6/2023

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 TrueNorth Companies, L.C. 7900 E. Union Avenue Suite 300 Denver CO 80237		CONTACT NAME: Michelle DeVore PHONE (A/C, No, Ext): 303-268-4404 FAX (A/C, No): E-MAIL ADDRESS: mdevore@truenorthcompanies.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Pinnacle Assurance	41190
		INSURER B: Selective Insurance Company of South Carolina	19259
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 468537559

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
B	<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 checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		S 2501123	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2501123	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			S 2501123	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	4233765	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Limited Pollution Liability for Materials insured brings onto the worksite			S 2501123	11/1/2023	11/1/2024	Each Occurrence 1,000,000 Aggregate Limit 1,000,000

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

Umbrella Liability sits above the General Liability, Auto Liability and Employers Liability coverage.

City of Black Hawk and the City's officers, employees and contractors, and CDOT Recon 1 are included as additional insured with respect to General Liability for ongoing and completed operations on a primary and non-contributory basis when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Black Hawk
211 Church St
PO Box 68
Black Hawk CO 80422

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

AUTHORIZED REPRESENTATIVE

Brian J. Parks

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RESOLUTION 90-2023
A RESOLUTION
APPROVING THE EIGHTH
ADDENDUM TO THE
AGREEMENT FOR
TRANSIT RELATED
SERVICES FOR THE
BLACK HAWK &
CENTRAL CITY
TRAMWAY FOR 2024
BETWEEN MV
TRANSPORTATION, INC.
AND THE CITY OF BLACK
HAWK

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 90-2023

TITLE: A RESOLUTION APPROVING THE EIGHTH ADDENDUM TO THE AGREEMENT FOR TRANSIT RELATED SERVICES FOR THE BLACK HAWK & CENTRAL CITY TRAMWAY FOR 2024 BETWEEN MV TRANSPORTATION, INC. AND THE CITY OF BLACK HAWK

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

Section 1. The Eighth Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2024 between MV Transportation, Inc. and the City of Black Hawk, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Eighth Addendum to the Agreement for the Management and Operation of the Transportation Services for the City of Black Hawk dba Black Hawk and Central City Tramway

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

MOTION TO APPROVE Resolution 90-2023 A Resolution approving the Eighth Addendum to the Agreement for transit related services for the Black Hawk & Central City Tramway for 2024 between MV Transportation Inc., and the City of Black Hawk.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Tramway operates every day of the week. Ridership remains strong. The Tramway will continue to circulate between the two Cities of Black Hawk and Central on a specific route with specific stops. The loop currently takes approximately 20-25 minutes to complete. A single bus will continue to operate Monday through Thursday and two buses will continue to operate Friday through Sunday. A portion of the cost of this operation will be funded with a FTA 5311 grant managed through CDOT.

AGENDA DATE: December 13, 2023

WORKSHOP DATE: December 13, 2023

FUNDING SOURCE: 204-4801-431-33-25 Contracted Bus Service

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Thomas Isbester

DOCUMENTS ATTACHED: Eighth Addendum

RECORD: ☐ Yes ☐ No

CoBH CERTIFICATE OF INSURANCE REQUIRED ☐ Yes ☐ No


CITY ATTORNEY REVIEW: ☐ Yes ☐ N/A

SUBMITTED BY:



Thomas Isbester, Public Works Director

REVIEWED BY:



Stephen N. Cole, City Manager

EIGHTH ADDENDUM TO AGREEMENT FOR THE MANAGEMENT AND
OPERATION OF THE TRANSPORTATION SERVICES FOR THE
CITY OF BLACK HAWK

This Eighth Addendum to agreement for the Management and Operation of the Transportation Services for the City of Black Hawk (the "Eighth Addendum") is entered into this _____ day of _____, 20____ by and between the City of Black Hawk, a political subdivision of the State of Colorado (the "City") and MV Public Transportation, Inc. (the "Contractor").

WHEREAS, City has previously contracted with the Contractor to operate its transportation system by that Agreement dated December 9, 2015 (the "Original Agreement"),

WHEREAS, the City and MV Public Transportation, Inc. entered into the First Addendum for the Management and Operation of the Transportation Services (the "First Addendum") on December 14, 2016, for a term commencing January 1, 2017, and terminating December 31, 2017; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Second Addendum for the Management and Operation of the Transportation Services (the "Second Addendum") on December 13, 2017, for a term commencing January 1, 2018, and terminating December 31, 2018; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Third Addendum for the Management and Operation of the Transportation Services (the "Third Addendum") on December 12, 2018, for a term commencing January 1, 2019, and terminating December 31, 2019; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Fourth Addendum for the Management and Operation of the Transportation Services (the "Fourth Addendum") on December 11, 2019, for a term commencing January 1, 2020, and terminating December 31, 2020; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Fifth Addendum for the Management and Operation of the Transportation Services (the "Fifth Addendum") on December 9, 2020, for a term commencing January 1, 2021, and terminating December 31, 2021; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Sixth Addendum for the Management and Operation of the Transportation Services (the "Sixth Addendum") on December 8, 2021, for a term commencing January 1, 2022, and terminating December 31, 2022; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Seventh Addendum for the Management and Operation of the Transportation Services (the "Seventh Addendum") on October 26, 2022, for a term commencing January 1, 2023, and terminating December 31, 2023; and

WHEREAS, the City desires to continue contracting with Contractor for an additional one-year term, commencing January 1, 2024.

NOW THEREFORE, in consideration for the mutual promises herein, the parties agree as follows:

1. The Parties agree to extend the Original Agreement, for an additional one-year term, starting January 1, 2024, and ending December 31, 2024, subject to all of the terms and conditions of the Original Agreement.
2. Section 3.1 of the Original Agreement is amended by the addition of a replacement Exhibit B, which rates shall include the Fixed Cost per Month plus the Variable Cost per Hour based on the actual hours of operation.
3. This Eighth Addendum, the Seventh Addendum, the Sixth Addendum, the Fifth Addendum, the Fourth Addendum, the Third Addendum, the Second Addendum, the First Addendum, and the Original Agreement constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Eighth Addendum, the Seventh Addendum, the Sixth Addendum, the Fifth Addendum, the Fourth Addendum, the Third Addendum, the Second Addendum, the First Addendum, and the Original Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

MV PUBLIC TRANSPORTATION, INC.

By: _____

Jamie Pierson
Print Name

ATTEST:

By: Diana Rios

Diana Rios
Print Name

Executive VP & CFO
Title

11/28/2023
Date

Executive Assistant
Title

11/28/2023
Date

EXHIBIT B

BLACKHAWK, CO SHUTTLE EXTENSION COST PROPOSAL FORMAT

1 Year Extension (Jan 1 - Dec 31, 2024)

SECTION 1

CURRENT SERVICE PROFILE: Based on 8,424 Total Service Hours/Year

Note: Modify Cost Categories to Reflect Your Organization Budget Accounts

Sample Budget Accounts	Total Cost	Fixed Cost	Variable Cost	Total \$/Hr
Labor				
Driver Wages	\$ 248,201	\$ -	\$ 248,201	\$ 29.46
Driver Payroll Tax/Benefits	\$ 45,341	\$ -	\$ 45,341	\$ 5.38
Mgmt Staff Wages	\$ 30,982	\$ 30,982	\$ -	\$ 3.68
Mgmt Staff Payroll Tax/Benefits	\$ 5,151	\$ 5,151	\$ -	\$ 0.61
Operating Expense				
Uniforms	\$ 550	\$ 550	\$ -	\$ 0.07
Drug, Alcohol Testing	\$ 2,066	\$ 2,066	\$ -	\$ 0.25
DOT Physicals	\$ 530	\$ 530	\$ -	\$ 0.06
Telephone/Communications	\$ 1,256	\$ 1,256	\$ -	\$ 0.15
Office Supplies/Materials	\$ 1,533	\$ 1,533	\$ -	\$ 0.18
Training/Safety Expenses	\$ 485	\$ 485	\$ -	\$ 0.06
Insurance				
Auto General	\$ 42,631	\$ -	\$ 42,631	\$ 5.06
Worker's Comp	\$ 14,550	\$ -	\$ 14,550	\$ 1.73
Other				
G&A	\$ 34,631	\$ 17,316	\$ 17,316	\$ 4.11
Fee	\$ 9,544	\$ 4,772	\$ 4,772	\$ 1.13
Capital Depreciation	\$ -	\$ -	\$ -	\$ -
Interest	\$ 2,392	\$ 2,392	\$ -	\$ 0.28
TOTAL	\$ 439,843	\$ 67,032	\$ 372,812	\$ 52.21
Fixed Cost Per Month		\$ 5,585.96		
Variable Cost Per Hour			\$ 44.26	

RESOLUTION 91-2023
A RESOLUTION
APPROVING A
PROFESSIONAL
SERVICES AGREEMENT
WITH WW WHEELER
AND ASSOCIATES, INC.
FOR THE PICKLE GULCH
RESERVOIR SITE
EVALUATION STUDY IN
THE AMOUNT NOT TO
EXCEED \$48,300.00

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 91-2023

TITLE: A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WW WHEELER AND ASSOCIATES, INC. FOR THE PICKLE GULCH RESERVOIR SITE EVALUATION STUDY IN THE AMOUNT NOT TO EXCEED \$48,300.00

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

Section 1. The City Council hereby approves a Professional Services Agreement with WW Wheeler and Associates, Inc. for the Pickle Gulch Reservoir Site Evaluation Study, which includes engineering and geological analysis, in the amount not to exceed \$48,300.00, and the Mayor is authorized to execute the Agreement on behalf of the City.

RESOLVED AND PASSED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Professional service agreement with WW Wheeler and Associates, Inc. for engineering services related to the Pickle Gulch Reservoir Site Evaluation Study.

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

MOTION TO APPROVE Resolution 91-2023 a Resolution approving a professional services agreement with WW Wheeler and Associates, Inc. for the Pickle Gulch Reservoir site evaluation study in the amount not to exceed \$48,300.00.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City has received approval from the Corp of Engineers to conduct an Alternative Analysis with selected reservoir site for the Water System Improvement Project. The three options were selected without engineering analysis, which was appropriate given the uncertainty of the alternative selection process. The proposal is to conduct a “fatal flaw” analysis on the preferred site, this will implement basic design guidelines to ensure the site will meet the City’s needs, establish limits of disturbance and potential property acquisition as well as meet the States minimum geological requirements.

WW Wheeler is well respected. The intent is if we are happy with their work that they would be retained to perform dam design once approved by all jurisdictional authorities.

AGENDA DATE: December 13, 2023

FUNDING SOURCE: 501-3151-460-74-18
Water Fund; System Improvements/EIS/ EA

STAFF PERSON RESPONSIBLE: TI/BD

DOCUMENTS ATTACHED: agreement

RECORD ☐ Yes ☐ No

CoBH Certificate of Insurance Required ☐ Yes ☐ No

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

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Stephen N. Cole, City Manager

RESOLUTION 92-2023
A RESOLUTION
APPROVING THE
TWELFTH ADDENDUM TO
PERSONAL SERVICES
AGREEMENT WITH 5280
STRATEGIES, LLC.

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 92-2023

**TITLE: A RESOLUTION APPROVING THE TWELFTH ADDENDUM TO
PERSONAL SERVICES AGREEMENT WITH 5280 STRATEGIES, LLC.**

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 Twelfth Addendum to Personal
Services Agreement between the City and 5280 Strategies, LLC, and authorizes the Mayor to
execute the same on behalf of the City.

RESOLVED AND PASSED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Renewal of Lobbyist Contract

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

MOTION TO APPROVE Resolution 92-2023, A Resolution Approving the Twelfth Addendum to Personal Services Agreement with 5280 Strategies, LLC.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

5280 Strategies, LLC has been the City's Lobbyist since 2010. There is no increase in fees for 2023.

AGENDA DATE: December 13, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: Lobbying
010-1101-4113103

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk/Administrative Service Dir.

DOCUMENTS ATTACHED: Twelfth Addendum to Personal Services Agreement

RECORD: [☐]Yes [☒]No

CITY ATTORNEY REVIEW: [☒]Yes [☐]N/A

SUBMITTED BY:

REVIEWED BY:



Melissa Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole, City Manager

TWELFTH ADDENDUM TO PERSONAL SERVICES AGREEMENT

THIS TWELFTH ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “Twelfth Addendum”) is made and entered into this 13th day of December, 2023, by and between the City of Black Hawk, Colorado (hereinafter referred to as the "City") and 5280 Strategies, LLC (hereinafter referred to as "Contractor").

RECITALS:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated January 1, 2010 (the “Original Agreement”), and have subsequently entered into addenda thereto; and

WHEREAS, the City and the Contractor desire to amend the Original Agreement for additional consulting work, for the Compensation set forth below.

WHEREAS, the City and the Contractor desire to further extend the Agreement with this Twelfth Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, the additional work as needed in the manner provided in this Twelfth Addendum.

1. The contract term for the Original Agreement is hereby extended by this Twelfth Addendum for one additional year, from January 1, 2024, through and including December 31, 2024.

2. Contractor shall perform all work as set forth in the Original Agreement in accordance with Contractor’s rate schedule attached hereto as **Exhibit A**, and incorporated by this reference.

3. The Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor. The Original Agreement and this Twelfth Addendum constitute all of the agreements between the City and the Contractor.

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

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman
Mayor

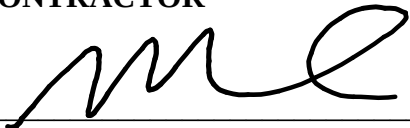
ATTEST:

Melissa A. Greiner, CMC
City Clerk


APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

CONTRACTOR

By: _____
Michael L. Beasley

ATTEST:

By: _____
Gianna Beasley

Print Name

Witness

11/13/2023

Title

Date

EXHIBIT A



November 13, 2023

City of Black Hawk
The Honorable David D. Spellman
P.O. Box 68
Black Hawk, Colorado 80422

Dear Mayor Spellman:

Please consider this Correspondence as Attachment A to the Eleventh Addendum to our Personal Services Agreement beginning January 1, 2024 through December 31, 2024. Our fee for services will be \$7,500 per month and annual expenses not to exceed \$5,000 without prior approval by city leadership.

It is an honor to represent the City of Black Hawk.

A handwritten signature in black ink, appearing to read "mle", is positioned above the printed name.

Michael L. Beasley
5280 Strategies, LLC.

RESOLUTION 93-2023
A RESOLUTION
ADOPTING THE 2024 CITY
COUNCIL REGULAR
MEETING SCHEDULE

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 93-2023

TITLE: A RESOLUTION ADOPTING THE 2024 CITY COUNCIL REGULAR MEETING SCHEDULE

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

Section 1. Pursuant to Article II, Section 11 of the City of Black Hawk Home Rule Charter, the Board of Aldermen hereby adopts the 2024 Regular Meeting Schedule attached hereto as **Exhibit A**, and incorporated herein by this reference.

RESOLVED AND PASSED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2024 City Council Regular Meeting Schedule

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

MOTION TO APPROVE Resolution 93-2023, A Resolution Adopting the 2024 City Council Regular Meeting Schedule

AGENDA DATE: December 13, 2023

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: Draft City Council Regular Meeting Schedule

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:

REVIEWED BY:



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

Stephen N. Cole
City Manager

EXHIBIT A

❧ 2024 COUNCIL MEETINGS ❧
City of Black Hawk

**3:00 p.m.
Council Chambers
211 Church Street
Black Hawk, CO 80422**

January 10
January 24

February 14
February 28

March 13
March 27

April 10
April 24

May 8
May 22

June 12
June 26

July 10
July 24

August 14
August 28

September 11
September 25

October 9
October 23

November 6

December 4

Council meetings are the 2nd and 4th Wednesdays of each month with the exception of November and December.

Regular meeting dates are subject to change upon Council approval and proper notification.

RESOLUTION 94-2023
A RESOLUTION
ADOPTING THE 2024
HOLIDAY SCHEDULE

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 94-2023

TITLE: A RESOLUTION ADOPTING THE 2024 HOLIDAY SCHEDULE

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

Section 1. Pursuant to Section 304 of the City of Black Hawk Employee Handbook, the Board of Aldermen hereby adopts the 2024 Holiday Schedule attached hereto as **Exhibit A**, and incorporated herein by this reference.

RESOLVED AND PASSED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2024 Holiday Schedule

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

MOTION TO APPROVE Resolution 94-2023, A Resolution Adopting the 2024 Holiday Schedule

AGENDA DATE: December 13, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

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

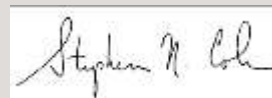
DOCUMENTS ATTACHED: 2023 Draft Holiday Schedule

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:

REVIEWED BY:



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

Stephen N. Cole
City Manager

EXHIBIT A

2024 HOLIDAY SCHEDULE

City of Black Hawk

The following is the list of approved holidays from the current Employee Handbook and celebrated in 2024.

New Year's Day	Monday, January 1, 2024
Martin Luther King Jr. Day (Third Monday)	Monday, January 15, 2024
President's Day (Third Monday)	Monday, February 19, 2024
Memorial Day (Last Monday in May)	Monday, May 27, 2024
Independence Day	Thursday, July 4, 2024
Labor Day (First Monday in September)	Monday, September 2, 2024
Thanksgiving (Fourth Thursday)	Thursday, November 28, 2024
Day after Thanksgiving	Friday, November 29, 2024
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024
New Year's Eve	Tuesday, December 31, 2024

Per Section 305 of the City of Black Hawk Employee Handbook, "A recognized holiday that falls on a Saturday will be observed the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday."

RESOLUTION 95-2023
A RESOLUTION
ADOPTING THE 2024
HISTORIC
PRESERVATION
COMMISSION MEETING
SCHEDULE

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 95-2023

**TITLE: A RESOLUTION ADOPTING THE 2024 HISTORIC PRESERVATION
COMMISSION MEETING SCHEDULE**

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

Section 1. Pursuant to Section 16-453(f) of the City of Black Hawk Municipal Code, the
Board of Aldermen hereby adopts the 2024 Historic Preservation Commission Regular Meeting
Schedule attached hereto as **Exhibit A**, and incorporated herein by this reference.

RESOLVED AND PASSED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2024 Historic Preservation Commission Regular Meeting Schedule

RECOMMENDATION:

MOTION TO APPROVE Resolution 95-2023, a Resolution Adopting the 2024 Historic Preservation Commission Regular Meeting Schedule.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

DRAFT 2024 Historic Preservation Commission Regular Meeting Schedule.

AGENDA DATE: December 13, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

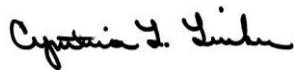
STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Director

DOCUMENTS ATTACHED: Resolution 95-2023
Exhibit A – DRAFT 2024 Historic Preservation Commission Regular Meeting Schedule

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D

REVIEWED BY:



Stephen N. Cole, City Manager

EXHIBIT A

2024 HPC MEETINGS

City of Black Hawk

9:00 a.m.
Council Chambers
211 Church Street, Black Hawk, CO 80422

HPC meetings are on the 1st and 3rd Tuesdays of each month

January 2
January 16

February 6
February 20

March 5
March 19

April 2
April 16

May 7
May 21

June 4
June 18

July 2
July 16

August 6
August 20

September 3
September 17

October 1
October 15

November 5
November 19

December 3
December 17

RESOLUTION 96-2023
A RESOLUTION
APPROVING THE 2024
CONTRACT WITH
PINNACOL ASSURANCE
FOR WORKER'S
COMPENSATION
INSURANCE

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

Resolution No. 96-2023

**TITLE: A RESOLUTION APPROVING THE 2024 CONTRACT WITH
PINNACOL ASSURANCE FOR WORKERS' COMPENSATION
INSURANCE**

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 2024 contract with Pinnacol
Assurance for Workers Compensation Insurance in the amount of \$264,719.

RESOLVED AND PASSED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2024 Workers’ Compensation

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

MOTION TO APPROVE Resolution 96-2023, a Resolution approving the contract as quoted for the 2024 Workers’ Compensation Insurance with Pinnacol Assurance in the amount of \$264,719

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Pinnacol Assurance’s quote for Workers’ Compensation coverage for 2024 was 25.9% higher than the 2023 premium. The increase was due in part to a projected 5% increase in salaries for 2024 but primarily because the City’s experience modification (EMod) increased from 1.28 to 1.32 for 2024. As in past years, we again received substantial discounts for our eMod, Schedule Rating and & Designated Provider, our Cost Containment Certification, and a Premium Discount for continued coverage.

Anticipating a hefty increase in 2024, staff submitted an application for coverage to CIRSA, our Property Casualty carrier. After reviewing our recent claims and current EMod they declined to provide a quote because they could not compete with Pinnacol Assurance.

The City opted to change brokerage firms for our Workers’ Compensation coverage beginning in 2024. Our new broker is ADP Insurance. The City has a long relationship with ADP as its payroll vendor as we use the integrated ADP HR and Benefits and ADP Recruitment modules.

By moving brokerage firms to ADP Insurance, Pinnacol will allow us to utilize ADP’s bi-weekly Pay-by-Pay payment method, which calculates and invoices real-time charges for Worker’s Compensation costs. In previous years, the City paid the entire bill each January. This frees up funds and allows for investment opportunities where the City realizes between 4-5% interests. Pay-by-Pay will also aid in the Workers’ Compensation annual audit process.

AGENDA DATE: December 13, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: WC line item for each department

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

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

DOCUMENTS ATTACHED: N/A

RECORD: []Yes [X]No

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

SUBMITTED BY:



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

REVIEWED BY:



Stephen N. Cole
City Manager

RESOLUTION 97-2023
A RESOLUTION
AUTHORIZING THE
MAYOR TO EXECUTE A
QUITCLAIM DEED ON
BEHALF OF THE CITY TO
A NEWLY REGISTERED
ELECTOR QUALIFIED TO
SERVE ON THE SILVER
DOLLAR METROPOLITAN
DISTRICT

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

Resolution No. 97-2023

**TITLE: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
QUITCLAIM DEED ON BEHALF OF THE CITY TO A NEWLY
REGISTERED ELECTOR QUALIFIED TO SERVE ON THE
SILVER DOLLAR METROPOLITAN DISTRICT**

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

Section 1. Consistent with the Eighth Amendment to the Service Plan of the Silver Dollar Metropolitan District (the "District"), and based on the City's ownership of certain property within the boundaries of the District, the City Council hereby authorizes the Mayor to execute a Quitclaim Deed on behalf of the City to Lisa C. Boyer as a qualified elector, upon recommendation of the District, and to serve on the Board of Directors of the District.

RESOLVED AND PASSED this 13th day of December, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Quitclaim Deed

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

MOTION TO APPROVE Resolution 97-2023 A Resolution Authorizing the Mayor to Execute a Quitclaim Deed on Behalf of the City to a Newly Appointed Registered Elector Qualified to Serve on the Silver Dollar Metropolitan District.

AGENDA DATE: December 13, 2023

WORKSHOP DATE: N/A

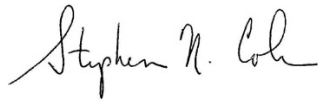
FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ N/A

RECORD: ☒ Yes ☐ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



Stephen N. Cole
City Manager

Consideration less than \$500 – no documentary fee required

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, _____, between the CITY OF BLACK HAWK, a Colorado home rule municipality, whose address is 201 Selak Street, Black Hawk, CO 80422 (“Grantor”); and LISA C. BOYER (“Grantee”).

WITNESSETH, that Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed and QUITCLAIMED, and by these presents does grant, bargain, sell convey and QUITCLAIM to Grantee, as a joint tenant with right of survivorship, an undivided ONE PERCENT (1%) interest in and to all of Grantor's right, title, interest, claim and demand in and to the real property, together with all improvements, if any, situate, lying and being in the County of Gilpin, and State of Colorado as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee, her heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed on the Date set forth above.

[remainder of page intentionally left blank; signature page follows]

Signed this _____ day of _____, _____.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by David D. Spellman, as the Mayor of the City of Black Hawk, Colorado.

My commission expires: _____

Witness my hand and official seal. _____
Notary Public

Exhibit A

Legal Description

City of Black Hawk, Lots 8, 9 & 10 of Block 12 less Highway r-o-w, City of Black Hawk, County of Gilpin, State of Colorado

