



REGULAR MEETING AGENDA

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

January 25, 2023
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

3. AGENDA CHANGES:

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

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

6. APPROVAL OF MINUTES: January 11, 2023

7. PUBLIC HEARINGS:

A. CB3, An Ordinance Amending Article IV of Chapter 4 and Article I of Chapter 6 of the Black Hawk Municipal Code Regarding Business Licensing

B. Resolution 6-2023, A Resolution Conditionally Approving the Minor Subdivision Titled City of Black Hawk, Block 16, Amendment No. 1

C. Resolution 7-2023, A Resolution Approving a Variance to the Front Yard Setback for Property Located at 311 Chase Street from 18 Feet to 2 Feet

8. ACTION ITEMS:

A. Resolution 8-2023, A Resolution to Temporarily Waive the Payment of Certain Enumerated Occupational Taxes as Otherwise Imposed Pursuant to Article IX of Chapter 4 of the Black Hawk Municipal Code

B. Resolution 9-2023, A Resolution Approving the Waiver of Water Fees for One Year for the Rick Thomas Distillery Located on Lot 7 of the Black Hawk Park Subdivision

C. Resolution 10-2023, A Resolution Approving Certain Service Agreements for Calendar Year 2023

D. Resolution 11-2023, A Resolution Approving the Purchase of 3 Pick-Up Trucks

E. Resolution 12-2023, A Resolution Approving the Purchase of 2 Dodge Durango Police Vehicles

9. CITY MANAGER REPORT:

10. CITY ATTORNEY REPORT:

11. EXECUTIVE SESSION:

Executive Session to hold a conference with the City's Attorney to instruct negotiators regarding City-owned land on Gregory Hill, the Gregory Street HARD District, other City-owned property, and potential property acquisition pursuant to C.R.S § 24-6-402(4)(e).

12. ADJOURNMENT:



**City of Black Hawk
City Council**

January 11, 2023

MEETING MINUTES

Fire Chief Chris Woolley rang the bell to open the year's first meeting.

1. **CALL TO ORDER:** Mayor Spellman called the regular meeting of the City Council to order on Wednesday, January 11, 2023 at 3:00 p.m.
2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, Moates, and Torres.

Staff Present: City Attorney Hoffmann, City Manager Cole, Police Chief Moriarty, Fire Chief Woolley, Fire Marshal Walsh, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Maintenance Services Manager Jackson, City Engineer Reed, Community Planning & Development Director Linker, Development Services Coordinator Richards, and Deputy City Clerk Martin.

PLEDGE OF ALLEGIANCE: Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.
3. **AGENDA CHANGES:** City Attorney Hoffmann noted a change to the Executive Session language on the agenda to add holding a conference with the City's Attorney to receive legal advice on specific legal questions pursuant to C.R.S. § 24-6-402(4)(b) regarding City-owned land in the Gregory Street Hard District and regarding potential legislation.
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 that Bob Sweeney had signed up to speak under agenda item 7A.

6. APPROVAL OF
MINUTES: December 7, 2022 Special Meeting

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

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

7. PUBLIC HEARINGS:

A. CB1, An Ordinance Amending Article VIII of Chapter 1 of the Black Hawk Municipal Code Regarding the Official Newspaper of the City of Black Hawk

Mayor Spellman read the title and opened the public hearing.

City Clerk/Administrative Services Director Greiner introduced this item to remove reference to the Gilpin County News, which is no longer in existence, to remove The Mountain-Ear, which is not published in Gilpin County, and to name the Weekly Register-Call (WRC) as the official newspaper for publication of the City's legal notices.

City Attorney Hoffmann confirmed the above and added that The Mountain-Ear does not hold a United States Postal Service Periodical Permit within Gilpin County. He referenced the state law definition of a newspaper and the requirements. The WRC is the only paper that meets the requirements.

Mayor Spellman stated that besides the legal requirements noted, using the WRC maintains community continuity of public interest and community continuity of public notice since most governmental entities and districts in Gilpin County use the WRC, such as the City of Black Hawk, the City of Central, Black Hawk Central Sanitation District, Gilpin RE-1 School District, Gilpin Ambulance Authority, Silver Dollar Metropolitan District, Central City Business Improvement District, and Miners Mesa Metropolitan District. He went on to say there is also historical community continuity, with the WRC being a Gilpin County Newspaper published since 1862, and he feels that Gilpin County and the County Commissioners have now severed its community continuity by selecting a newspaper outside of Gilpin County published in a suburb of Boulder County. He said this Ordinance reinforces that the WRC is part of the community continuity by having a local publication carrying the public notices for many other entities within the county.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB1, an Ordinance amending Article VIII of Chapter 1 of the Black Hawk Municipal Code regarding the official newspaper of the City of Black Hawk open and invited anyone wanting to address the Board either “for” or “against” the proposed Ordinance to come forward.

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

Bob Sweeney, Publisher of the WRC, wished to thank the Mayor, City Attorney, and all of the Council for their support. He said that history smacked him in this room and was grateful and refreshed to have the support.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve CB1, an Ordinance amending Article VIII of Chapter 1 of the Black Hawk Municipal Code regarding the official newspaper of the City of Black Hawk.

MOTION PASSED

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

B. CB2, An Ordinance Amending Section 212 and Section 305 of the City of Black Hawk Employee Handbook

Mayor Spellman read the title and opened the public hearing.

City Clerk/Administrative Services Director Greiner explained the changes in response to labor market challenges to allow hiring managers a larger salary range when making offers for employment, along with the City Manager’s approval. Also, she said the holiday pay is being updated to match our 10-hour work day from 8 hours.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB2, an Ordinance amending Section 212 and Section 305 of the City of Black Hawk Employee Handbook open and invited anyone wanting to address the Board either “for” or “against” the proposed 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 CB2, an Ordinance amending Section 212 and Section 305 of the City of Black Hawk Employee Handbook.

MOTION PASSED

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

9. ACTION ITEMS:

A. Resolution 1-2023, A Resolution Establishing a Designated Public Place for Posting of Meeting Notices Pursuant to C.R.S. § 24-6-402(2)(c)

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner introduced this annual housekeeping item, required pursuant to statute.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 1-2023, a Resolution establishing a designated public place for posting of meeting notices pursuant to C.R.S. § 24-6-402(2)(c).

MOTION PASSED

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

B. Resolution 2-2023, A Resolution Approving Certain Service Agreements for Calendar Year 2023 (Community Planning & Development)

Mayor Spellman read the title.

Community Planning & Development Director Linker requested approval of Professional and Personal Services Agreements for on-call consultants that her department will work with during 2023.

MOTION TO APPROVE

Alderman Armbricht **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 2-2023, a Resolution approving certain service agreements for calendar year 2023 (Community Planning & Development).

MOTION PASSED

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

C. Resolution 3-2023, A Resolution Approving the City of Black Hawk Fee Schedule, as Amended

Mayor Spellman read the title.

Community Planning & Development Director Linker recommended changes to the City's Fee Schedule based on discussions with their consultants while finalizing on-call agreements. They requested the fees be structured differently. She said one small change in the Building Fee section related to larger projects: if they exceed the timeline, they are charged per inspection fee, which may help projects stay on schedule.

**MOTION TO
APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 3-2023, a Resolution approving the City of Black Hawk Fee Schedule, as amended.

MOTION PASSED

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

D. Resolution 4-2023, A Resolution Appointing Chris Woolley and Ratifying the Appointment of Lynnette Hailey as Members of the Board of Directors of the Gilpin Ambulance Authority

Mayor Spellman read the title.

City Attorney Hoffmann amended the Resolution to add an alternate member, Police Chief Michelle Moriarty. He provided the background when the Intergovernmental Agreement was originally put together, which gave the three members the authority to determine, as they deemed appropriate, how to and who to appoint as members to the Gilpin Ambulance Authority (GAA) Board of Directors. The City is recommending appointing Fire Chief Chris Woolley and ratifying the appointment of District Manager Lynnette Hailey of the Silver Dollar Metro District, which was made at the beginning of last year. The terms are no longer staggered and are three-year terms.

Mayor Spellman wished to thank Jim Johnson, former President of the GAA, for his 12 years of service, with a round of applause.

**MOTION TO
APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 4-2023, a Resolution appointing Chris Woolley and ratifying the appointment of Lynnette Hailey as members of the Board of Directors of the Gilpin Ambulance Authority, and with the addition of Police Chief Moriarty as an alternate member.

MOTION PASSED

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

E. Resolution 5-2023, A Resolution Approving the Purchase of an Enforcer Fire Engine, Stock #39702, from Pierce Manufacturing, Inc. in the Amount of \$953,605.00

Mayor Spellman read the title.

Fire Chief Woolley explained the typical process of maintaining a fire apparatus fleet. Typically, he said, there is a 10-year front-line apparatus plan and 10 years in reserve for a total of 20 years. He said the current front-line truck is from 2012, and a few others have exceeded their reserve, one of which is the ladder truck that now needs a new \$40,000

pump. He added that COVID-19 disrupted the plans to order a new fire engine in 2020 for delivery in 2022. He said Captain Schaller found a stock unit on the assembly line right now that could be delivered sometime in April or May, which meets their needs and reduces the amount of time to have to wait for a new truck, which could be anywhere from 24-40 months due to supply chain delays. He noted that it is a first come, first serve purchase, so he is anxious for approval.

There was discussion and concern about the retirement of the ladder truck. Chief Woolley said that fire suppression systems are so high-tech nowadays that there is no need to rely on a 75' ladder truck anymore, plus the use of it over its 26-year span does not justify the need to purchase a new one, and the City will save over \$40,000 on its repair. It will be sold at auction.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 5-2023, a Resolution approving the Purchase of an Enforcer Fire Engine, Stock #39702, from Pierce Manufacturing, Inc. in the Amount of \$953,605.00.

MOTION PASSED

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

**10. CITY MANAGER
REPORT:**

City Manager Cole had nothing to report.

**11. CITY ATTORNEY
REPORT:**

City Attorney Hoffmann had nothing to report.

**12. EXECUTIVE
SESSION:**

City Attorney Hoffmann recommended item number 2 only for Executive Session and reiterated from the Agenda Changes section at the beginning of the meeting; it is regarding City-owned land in the Gregory Street Hard District and potential legislation

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to adjourn into Executive Session at 3:25 p.m. to hold a conference with the City's Attorney to receive legal advice on specific legal questions pursuant to C.R.S. § 24-6-402(4)(b).

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 3:50 p.m.

MOTION PASSED

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

13. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 3:50 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

**COUNCIL BILL 3
ORDINANCE 2023-3
AN ORDINANCE
AMENDING ARTICLE IV
OF CHAPTER 4 AND
ARTICLE I OF CHAPTER 6
OF THE BLACK HAWK
MUNICIPAL CODE
REGARDING BUSINESS
LICENSING**

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

COUNCIL BILL NUMBER: CB3

ORDINANCE NUMBER: 2023-3

**TITLE: AN ORDINANCE AMENDING ARTICLE IV OF CHAPTER 4 AND
ARTICLE I OF CHAPTER 6 OF THE BLACK HAWK MUNICIPAL CODE
REGARDING BUSINESS LICENSING**

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

Section 1. Section 4-68 of the City of Black Hawk Municipal Code is amended to read
as follows:

Sec. 4-68. Purchasing License.

It shall be unlawful for any person with a physical location in the City to engage in the business of selling at retail as the same is defined in this Article, without first having obtained a license therefore, which license shall be granted and issued by the City Clerk and shall be in force and effect until January 1 of each year unless sooner revoked. Such license shall be granted or renewed only upon application stating the name and address of the person desiring such a license, the name of such business, and the location, including the street number of such business, and such other facts as the City Clerk may require.

Section 2. Section 4-69 of the City of Black Hawk Municipal Code is amended to read
as follows:

Sec. 4-69. Renewal of License.

It shall be the duty of each such licensee with a physical location in the City on or before January 1 of each year during which this Article remains in effect, to obtain a renewal thereof if the licensee remains in retail business or is liable to account for the tax herein provided, but nothing herein contained shall be construed to empower the City Clerk to refuse such renewal except the revocation for cause of the licensee's prior license.

Section 3. Section 4-70 of the City of Black Hawk Municipal Code is amended to read as follows:

Sec. 4-70. Costs of License.

For each such license issued to a person with a physical location in the City, such license shall be issued at no cost or fee to the licensee by the City.

Section 4. Sections 6-1 through 6-3 of Article I of Chapter 6 of the Black Hawk Municipal Code are hereby amended to read as follows:

Sec. 6-1. Purpose.

The purpose of this Article is the regulation and registration of businesses operating and physically located within the City for the health, safety and welfare of the citizens of the City and for the proper collection of taxes which supports the City.

Sec. 6-2. License required.

Every person must obtain a license from the City before operating, conducting or carrying on any retail trade, profession or business physically located within the City, except: nonprofit state corporations, federal, state or municipal corporations, are hereby exempt from the license requirements set forth in this Article.

Sec. 6-3. Separate license required for each trade or business.

Any person operating, conducting or carrying on any retail trade, profession or business physically located within the City must obtain a separate license for each location of the business.

Section 5. Section 6-5 of Article I of Chapter 6 of the Black Hawk Municipal Code is hereby amended to read as follows:

Sec. 6-5. License fees.

For each such license issued to a person with a physical location in the City, such license shall be issued at no cost or fee to the licensee by the City.

Section 6. Section 6-6 of Article I of Chapter 6 of the Black Hawk Municipal Code is hereby repealed.

Section 7. Sections 6-7 and 6-8 of Article I of Chapter 6 of the Black Hawk Municipal Code is amended to read as follows:

Sec. 6-7. Issuance.

Upon compliance with Section 6-4, the City Clerk will issue a license as set forth herein.

Sec. 6-8. Carrying or posting license required.

The license for a particular business location shall be posted at all times in a conspicuous place in the place of business. Every licensee shall produce his or her license for examination when requested to do so by any City police officer or by any person representing the City.

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.

READ, PASSED AND ORDERED POSTED this 25th day of January, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Black Hawk Municipal Code Amendments

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

MOTION TO APPROVE Council Bill 3, An Ordinance Amending Article IV of Chapter 4 and Article I of Chapter 6 of the Black Hawk Municipal Code Regarding Business Licensing

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The proposed amendments are in response to SB 22-032, where the Colorado General Assembly purported to streamline the business license application process and the imposition, collection, and administration of sales and use taxes by eliminating the City's authority to impose business license fees on retailers that either do not have physical presence within the local taxing jurisdiction or have only incidental physical presence within the local taxing jurisdiction.

AGENDA DATE: January 25, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [] Yes [] No [X] N/A

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann, City Attorney

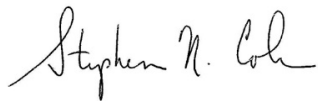
DOCUMENTS ATTACHED: Draft Ordinance 2023-3

RECORD: [] Yes [X] No

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

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

REVIEWED BY:



Stephen N. Cole, City Manager

RESOLUTION 6-2023
A RESOLUTION
CONDITIONALLY
APPROVING THE MINOR
SUBDIVISION TITLED
CITY OF BLACK HAWK,
BLOCK 16, AMENDMENT
NO. 1

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

Resolution No. 6-2023

**TITLE: A RESOLUTION CONDITIONALLY APPROVING THE MINOR
SUBDIVISION TITLED CITY OF BLACK HAWK, BLOCK 16,
AMENDMENT NO. 1**

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

Section 1. Findings of Fact.

- A. An application has been made by Larry and Cynthia Linker (the "Applicant") for approval of a minor subdivision to be known as Block 16, Amendment No. 1 (the "Property"), within the City of Black Hawk, Colorado; and
- B. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing.

Section 2. The City Council hereby determines to conditionally approve the Minor Subdivision of Block 16, Amendment No. 1, subject to satisfaction of the following conditions:

- A. The Applicant shall work with their surveyor to provide the final mylar of the proposed Minor Subdivision, signed by the owners, and addressing and including the redline comments provided by the City surveyor during his review, prior to the Mayor of Black Hawk signing the final mylar; and
- B. The plat shall not be effective until it is recorded at the Office of the Gilpin County Clerk and Recorder.

RESOLVED AND PASSED this 25th day of January, 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 Minor Subdivision and a Variance to the front yard setback for property described in Exhibit A and generally located at 311 Chase Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearings are to be held before the City of Black Hawk Board of Aldermen on Wednesday, January 25, 2023, at 3:00 p.m. or as soon as possible thereafter. The public hearings 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

LOTS 3, 4, 5, AND THAT PORTION OF LOT 6 DESCRIBED IN THE BOUNDARY LINE AGREEMENT RECORDED AT RECEPTION NO. 22473, BLOCK 16, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7 AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M. AND A PART OF GOVERNMENT LOT 1, SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH P.M., CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: To consider a resolution approving City of Black Hawk, Block 16 Amendment No. 1, a Minor Subdivision Plat creating one lot within Block 16 of the City of Black Hawk.

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

MOTION TO APPROVE: Resolution 6-2023, A Resolution Conditionally Approving a Minor Subdivision and Variance to the Front Yard Setback for Property Located at 311 Chase Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The applicant is requesting approval of City of Black Hawk, Block 16 Amendment No. 1, a Minor Subdivision Plat creating one lot within Block 16 of the City of Black Hawk. The minor subdivision adjusts the lot lines of lots 3, 4, 5, and a portion of lot 6, along with a part of Government Lot 1 to create one lot. Refer to the Staff Report included with this Request for Council Action.

AGENDA DATE: 1/25/2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Vincent Harris, AICP
Planning Director – Baseline Corp.

DOCUMENTS ATTACHED: Resolution 6-2023
Staff Report and Attachments

RECORD: ☒ Yes ☐ No

CoBH CERTIFICATE OF INSURANCE REQUIRED ☐ Yes ☒ No

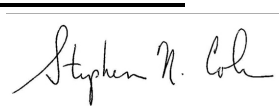
CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:



Vincent Harris, AICP, Baseline Corporation

REVIEWED BY:



Stephen N. Cole, City Manager

Staff Report

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

Date prepared: January 12, 2023
Meeting Date: January 25, 2023

STAFF REPORT: Minor Subdivision: City of Black Hawk
For: City Council
Project Number: 22BH-PL35
Property Address: 311 Chase Street, Black Hawk, CO 80422
Applicants: Larry and Cynthia Linker
Zoning: Historic Residential (HR)
Prepared by: Will Charles - Baseline Corporation
Approved by: Vincent Harris, AICP - Baseline Corporation

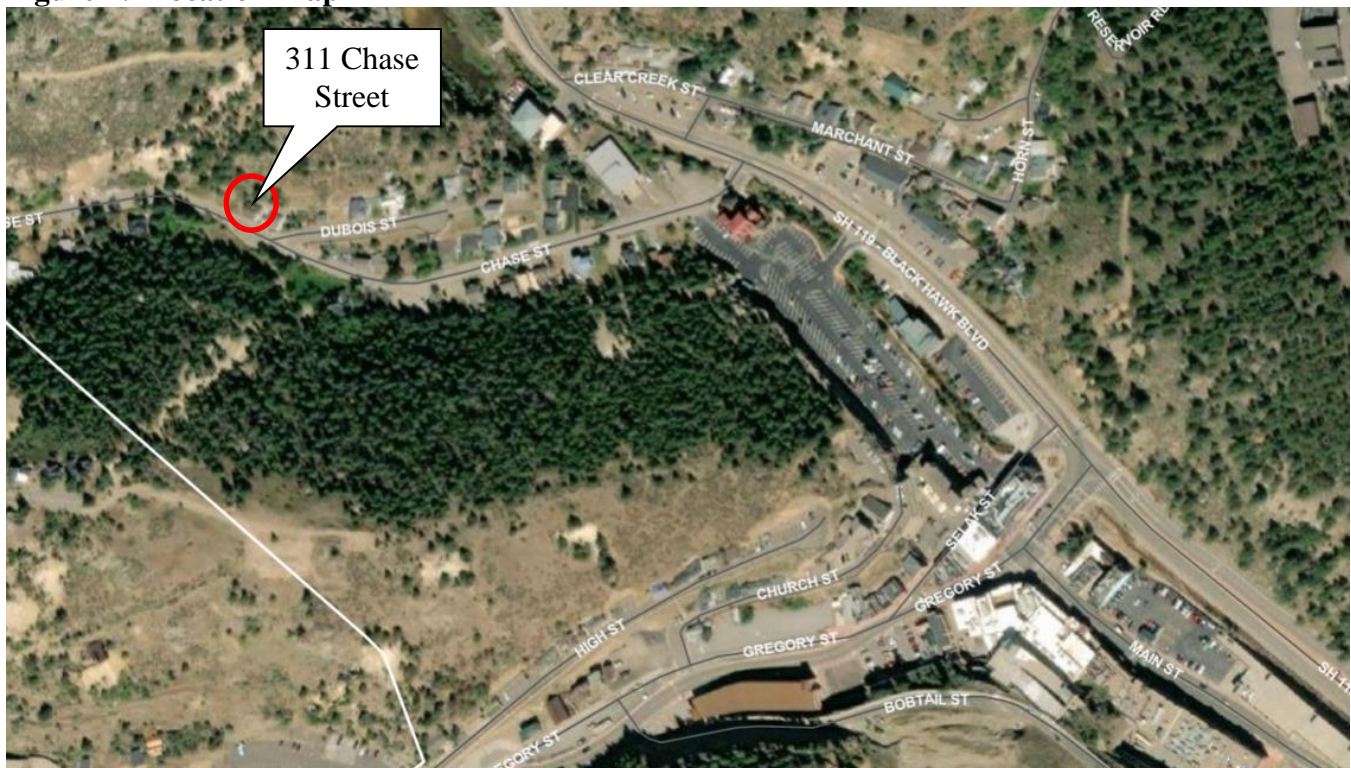
V. Harris



BACKGROUND:

On November 15, 2022 the City of Black Hawk received an application request for a Minor Subdivision from Larry and Cynthia Linker. The request involves creating 1 lot within the Block 16 of the City of Black Hawk at 311 Chase Street. The minor subdivision would adjust the lot lines of lots 3, 4, 5, and a portion of lot 6, along with a part of Government Lot 1 to create one new lot.

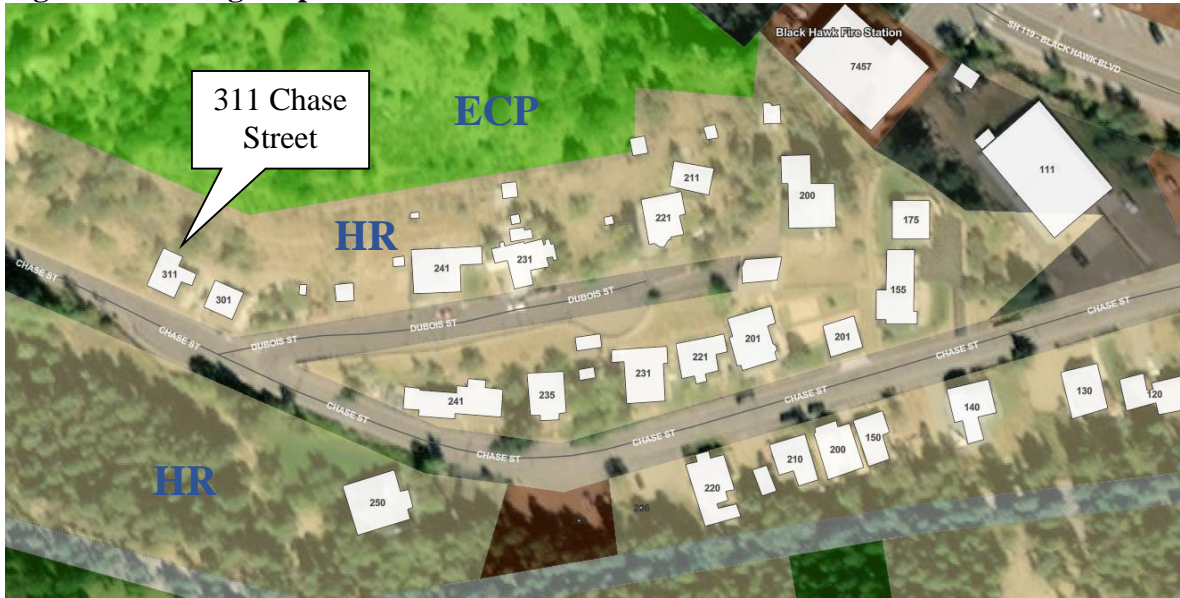
Figure 1: Location Map



ZONING:

The subject property along with nearby properties along Chase Street and Dubois Street are zoned Historic Residential (HR). The purpose of the HR zoning district is to promote the continuance of single-family neighborhoods and preserve the historic character and appearance of the existing residences and neighborhoods.

Figure 2: Zoning Map



REQUEST:

The applicant has purchased the neighboring lots to the west of 311 Chase Street in order to construct a new garage for the benefit of 311 Chase Street. In order to construct the garage, the applicant will need to combine the properties into one new legal Lot thus eliminating a few old historical platted property lines. See Figure 3 below.

Figure 3: Excerpt from Minor Subdivision Plat



Applicable City of Black Hawk Regulations

City of Black Hawk Municipal Code Chapter 17 - Subdivisions

Sec. 17-42. Specific Definitions.

Subdivision, minor means any subdivision containing not more than four (4) lots or dwelling units having access on an existing public street, not involving any new street or road or the extension of municipal facilities and not adversely affecting the development of the remainder of the parcel or adjoining property and not in conflict with any provision or portion of the Comprehensive Plan, official map or Chapter 16 of this Code, if such exists, or these regulations. Minor subdivisions, as defined herein, shall be exempt from the requirements relating to the submission of a preliminary plat. The subdivider shall submit to the Board of Aldermen, at any regular meeting, fifteen (15) copies of the minor subdivision plat. The plat shall contain any one (1) or all of the items of information required for a plat under Section 17-65, in accordance with requirements to be determined by the Planning Director in individual cases.

Sec. 17-65. Minor Subdivision Plat.

(a) A minor subdivision plat allows for the subdivider an opportunity to shorten the time required for platting procedures described in this Chapter. The minor subdivision plat procedure is not intended to circumvent the other requirements found elsewhere in this Chapter. The provisions within this Section may only be applied when the following criteria are met:

- (1) The division of land involves the creation of no more than four (4) lots.
- (2) Each of the proposed lots created by this procedure has direct access to a public right-of-way. Access shall be a minimum driveway width of ten (10) feet except as required by other ordinances or design standards within the City.
- (3) The subdivision of land does not involve the creation of a new right-of-way or an extension of an existing right-of-way intended for access to the proposed lots.

(b) The minor subdivision plat shall be processed in a manner similarly described by the final plat procedure contained within Subsection 17-64(b). There is no requirement for a sketch plan or preliminary plat procedure. The Planning Director may refer the minor subdivision plat to outside agencies for their review and comment. Agencies selected by the Planning Director for this review will have two (2) weeks to respond.

(c) The minor subdivision plat shall be prepared in a similar manner as the final plat described in Subsections 17-64(c) and (d). In addition to the submittal information required in this Section, the following shall also be provided by the applicant: [maps, etc.].

Staff Comment: The proposed minor subdivision meets the criteria outlined for a Minor Subdivision Plat. It does not create more than four lots, and the newly created lot will have direct access to the public right-of-way, and the land division does not create new right-of-way.

Sec. 17-64. Final Plat.

(b) The final plat shall be processed as follows:

- (2) At a regular meeting, the Board of Aldermen shall review the final plat for conformity with the approved preliminary plat, the statement of requirements and other requirements of these regulations. The Board of Aldermen may refer the final plat to its staff for further review and verification. The Planning Director shall send final plats to public and private utility agencies for

them to review utility easement locations. The Board of Aldermen shall endeavor to conclude its review prior to the expiration of thirty (30) days from submission of the final plat to itself as above provided.

(3) The Board of Aldermen shall check the final plat, especially with regard to required improvements and the acceptance of areas dedicated for public use and shall approve or disapprove the final plat. At such meeting the subdivision agreement and all required financial guarantees for completion of the roads and other public improvements shall be provided by the subdivider.

Staff Comment: The proposed minor subdivision was processed in the same manner as a final plat. The application was sent to standard internal and external referral agencies for review and comment, including local utility providers. No comments were received. No right-of-way will be dedicated and no public improvements will result or are required related to this minor subdivision.

STAFF SUMMARY:

Staff from Baseline Corporation has evaluated the proposed minor subdivision plat. The City of Black Hawk Municipal Code specifies that minor subdivision plats shall be processed similarly to final plats, but with no need for a sketch plan and preliminary plat.

The proposed subdivision was processed in the same manner as a final plat, and meets the intent of the minor subdivision definitions and process. No more than four lots are created and the lot will be accessed from existing public right-of-way (Chase Street). The minor subdivision plat is able to be approved, finalized, and recorded.

In summary, Staff recommends that the Minor Subdivision titled City of Black Hawk, Block 16, Amendment No. 1 be approved subject to the applicant working with their surveyor to provide the final mylar of the proposed Minor Subdivision, signed by the owners, and it addressing and including the redline comments provided by the City surveyor during his review. Staff hopes to have the signed and corrected mylar in hand prior to the City Council hearing and review on January 25, 2023.

FINDINGS:

City Council may *approve, conditionally approve, or deny* a Certificate of Architectural Compatibility. To support this proposal, the following findings can be used:

1. Application has been made by property owner, which are Larry and Cynthia Linker, for a minor subdivision for the purpose of rearranging lot lines in Block 16.
2. Public notice has been given of such subdivision by one publication in a newspaper of general circulation within the City and the official newspaper of the City at least fifteen (15) days before the public hearing.
3. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing.
4. The application meets the provisions of Chapter 17 of the Municipal Code (Subdivisions).

RECOMMENDATION:

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

MOTION TO APPROVE Resolution No. 6-2023, a resolution approving the Minor Subdivision titled City of Black Hawk, Block 16, Amendment No. 1 with the following condition:

1. The applicant shall work with their surveyor to provide the final mylar of the proposed Minor Subdivision, signed by the owners, and it addressing and including the redline comments provided by the City surveyor during his review, prior to the Mayor of Black Hawk signing the same mylar also prior to recordation at Gilpin County.

Attachments:

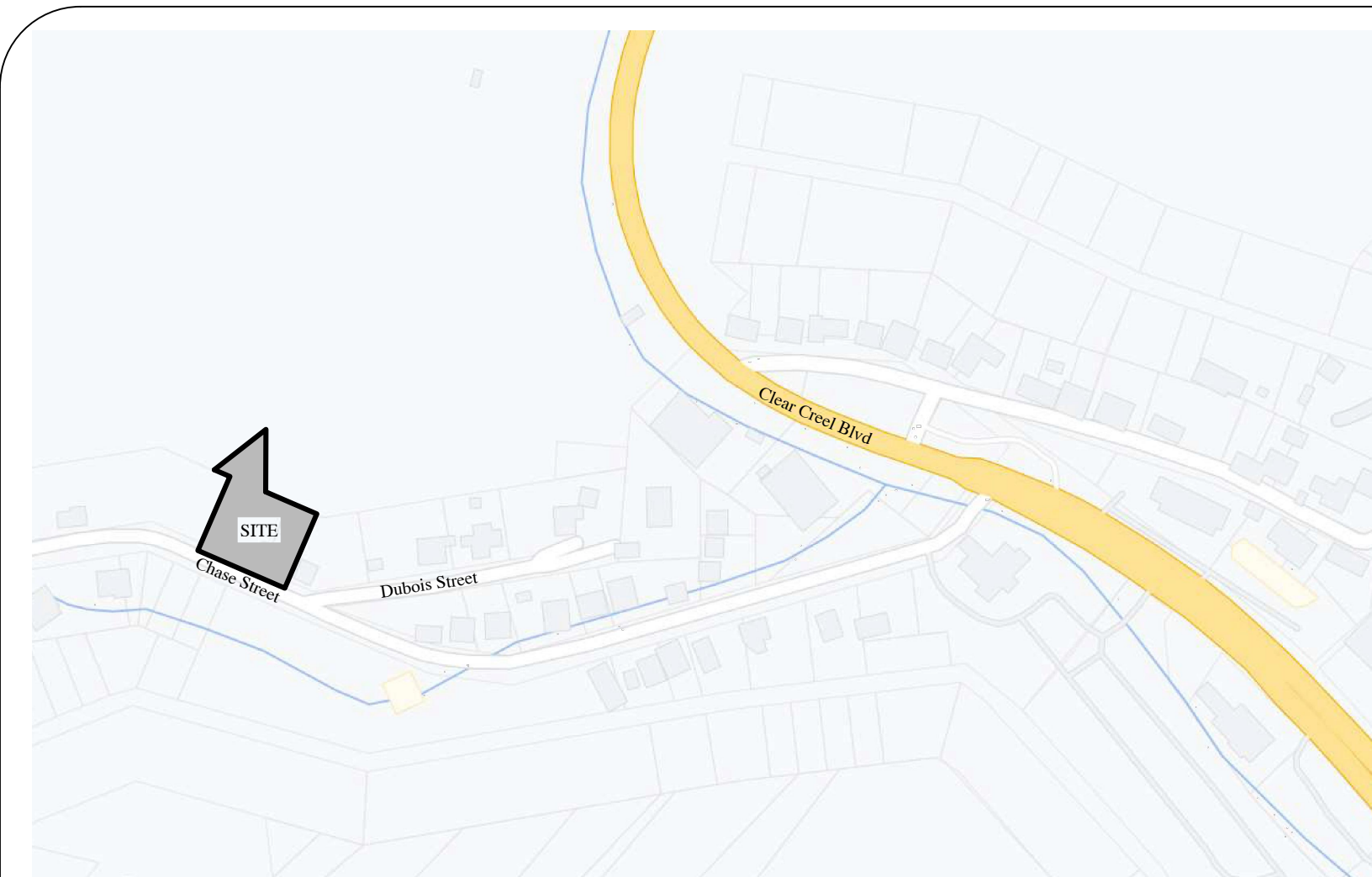
- Land Development Application Form
- Minor Subdivision Plat

Applicant's Submittal

Z:\Survey\Clear Creek Surveying\Projects\2022\2025NS Lots 3 and 4 Block 16 Black Hawk\Office\CAD\2025NS MS.dwg January 12, 2023 -- 1:11pm

CITY OF BLACK HAWK, BLOCK 16 AMENDMENT NO. 1

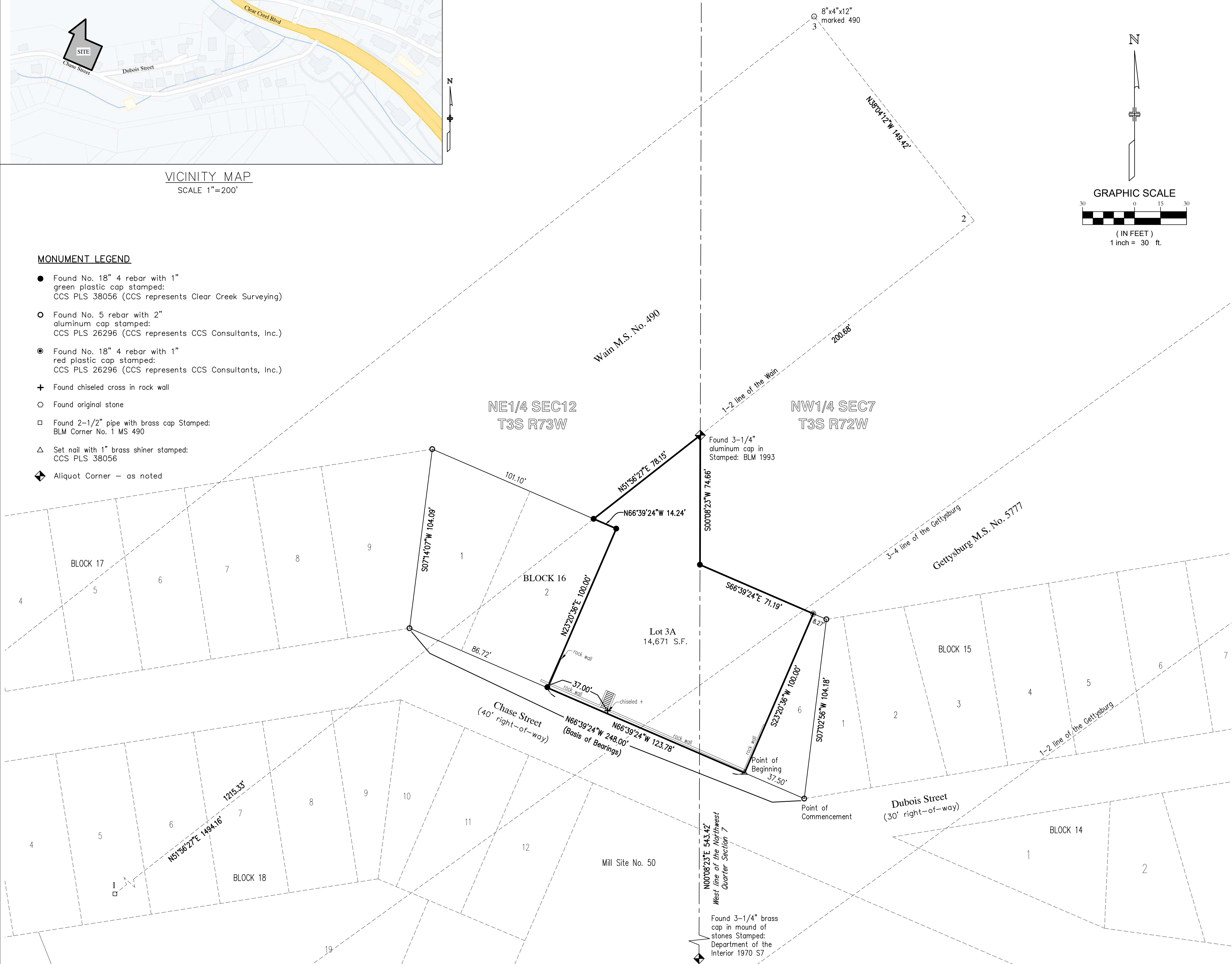
A Minor Subdivision of Lots 3, 4, 5 and a portion of Lot 6, Block 16, City of Black Hawk and a part of Government Lot 1,
Located in the Northwest Quarter of Section 7, Township 3 South, Range 72 West of the 6th Principal Meridian and the
Northeast Quarter of Section 12, Township 3 South, Range 73 West of the 6th Principal Meridian
City of Black Hawk, County of Gilpin, State of Colorado



VICINITY MAP
SCALE 1"=200'

MONUMENT LEGEND

- Found No. 18" 4 rebar with 1" green plastic cap stamped: CCS PLS 38056 (CCS represents Clear Creek Surveying)
- Found No. 5 rebar with 2" aluminum cap stamped: CCS PLS 26296 (CCS represents CCS Consultants, Inc.)
- Found No. 18" 4 rebar with 1" red plastic cap stamped: CCS PLS 26296 (CCS represents CCS Consultants, Inc.)
- Found chiseled cross in rock wall
- Found original stone
- Found 2-1/2" pipe with brass cap Stamped: BLM Corner No. 1 MS 490
- Set nail with 1" brass shiner stamped: CCS PLS 38056
- Aliquot Corner - as noted



DEDICATION:

Know all men by these presents: The below signed owners of that real property situated in the City of Black Hawk, Gilpin County, Colorado, more fully described as follows:

A combination of Lots 3, 4, 5, and that portion of Lot 6 described in the Boundary line Agreement recorded at Reception No. 148950, Block 16, City of Black Hawk, County of Gilpin, State of Colorado, located in the Northwest Quarter of Section 7, Township 3 South, Range 72 West of the 6th P.M. and the Northeast Quarter of Section 12, Township 3 South, Range 73 West of the 6th P.M., together with a part of Government Lot 1, Section 12, Township 3 South, Range 73 West of the 6th P.M., City of Black Hawk, County of Gilpin, State of Colorado, more particularly described as follows;

Commencing at the Southeasterly corner of said Block 16 whence Southwesterly corner thereof bears North 66°39'24" West, a distance of 248.00 feet with all bearings contained herein relative thereto; thence along the Southerly line of said Block 16 North 66°39'24" West, a distance of 37.50 feet to the Point of Beginning; thence continue Northwesterly along said line, a distance of 123.78 feet to the Westerly line of said Lot 3; thence along said Westerly line North 23°20'36" East, a distance of 100.00 feet to the Northerly line of said Block 16; thence along said Northerly line North 66°39'24" West, a distance of 14.24 feet to the 1-2 line of the Wain Lode, United States Mineral Survey No. 490; thence along said 1-2 line North 51°56'27" East, a distance of 78.15 feet to the West line of said Northwest Quarter Section 7; thence along said West line South 00°08'23" West, a distance of 74.66 feet to said Northerly line of Block 16; thence along said Northerly line South 66°39'24" East, a distance of 71.19 feet to the line described in said Boundary line Agreement; thence along said line South 23°20'36" West, a distance of 100.00 feet to the Point of Beginning.

Containing a calculated area of 14,671 square feet or 0.337 acres.

Has caused said real property to be laid out and surveyed as City of Black Hawk, Block 16 Amendment No. 1

In witness whereof, Larry Linker and Cynthia L. Linker has caused their names to be hereunto subscribed this ____ day of _____, 202__.

Owners:

By: _____ By: _____
Larry Linker Cynthia L. Linker
State of Colorado } SS
County of Gilpin

The foregoing was acknowledged before me this ____ day of _____, 202__,
by Larry Linker and Cynthia L. Linker

Witness my hand and official seal

My commission expires _____

Notary Public

MAYOR'S CERTIFICATE:

The foregoing amendment is approved for filing and accepted by the board of Aldermen of the City of Black Hawk, Colorado, this ____ day of _____ A.D., 202__.

By: _____ By: _____
David D. Spellman, Mayor Melissa A. Greiner, CMC, City Clerk

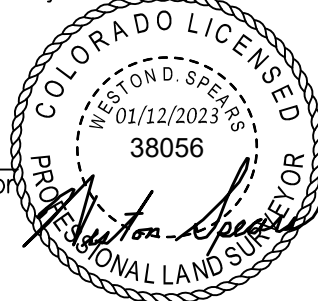
NOTES:

- Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory, commits a class two (2) misdemeanor pursuant to state statute 18-4-508, C.R.S.
- All dimensions shown hereon are expressed in U.S. Survey feet and decimals thereof. A U.S. Survey foot is defined as exactly 1200/3937 meters. All bearings shown here on are degrees-minutes-seconds.
- This Plat Amendment is based on the approved City of Black Hawk Survey Map of Block 16 and is recognized by the City of Black Hawk as controlling exterior boundary information for the Block.
- This survey does not constitute a title search by Clear Creek Surveying. To determine title or easements of record. Research for this survey was performed in accordance with C.R.S. 38-51-106 and the rules of procedure and board policy statements of the state board of licensure for architects, professional engineers and professional land surveyors. Title commitment number MLT2023-5424 dated December 7, 2022 at 7:30 a.m. Prepared by Mountain Land Title was relied upon for all information regarding easements of record, rights of way, title of record and civil court actions of record.
- Basis of Bearings: Bearings are based on the South line of Block 16 having an record bearing per the City of Black Hawk Survey Map of North 66°39'24" West being marked at both end with found No. 5 rebar with 2"aluminum cap stamped: CCS PLS 26296
- The common line of Lots 2 and 3 was established from the centerline of the historic rock wall, said wall being 37' from a chiseled cross in the wall face and the centerline of the wall defining the common line of Lots 3 and 4.

SURVEYOR'S CERTIFICATION:

I, Weston D. Spears, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this plat of the City of Black Hawk, Block 16 Amendment No. 1 truly represents the results of a survey made by me or under my responsible charge, in accordance with applicable standards of practice and that said plat complies with the requirements of Title 38, Article 51, C.R.S., and that the monuments required by said Statute and by the Subdivision Ordinance for the City of Black Hawk have been placed on the ground, and to the best of my professional knowledge, information and belief is an accurate representation of that field survey. This is not a guaranty or warranty, either expressed or implied.

Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 38056
for and on behalf of Clear Creek Surveying



CLERK AND RECORDER'S CERTIFICATE:

Accepted for filing on the Office of the County Clerk and Recorder of Gilpin County at Central City, Colorado, this ____ day of _____, 202__.

Clerk and Recorder

Deputy Clerk

Revisions			
Date _____	By _____	Description _____	_____
Date _____	By _____	Description _____	_____
Date _____	By _____	Description _____	_____
Date _____	By _____	Description _____	_____

Field Date _____ Drawn by _____
Party Chief _____ Checked By _____
PLS _____ WDS _____

TITLE

Block 16, Amendment No. 1
Sec. 7, T3S, R72W of the 6th P.M.
Sec. 12, T3S, R73W of the 6th P.M.

CLIENT

Larry & Cynthia L. Linker
311 Chase Street
Black Hawk, CO 80422

Clear Creek Surveying
P.O. Box 3184
Idaho Springs, CO 80452
(303) 567-4755

Project No.

22GEN55

Sheet No.

1

No. of Sheets

1

RESOLUTION 7-2023
A RESOLUTION
APPROVING A VARIANCE
TO THE FRONT YARD
SETBACK FOR PROPERTY
LOCATED AT 311 CHASE
STREET FROM 18 FEET
TO 2 FEET

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

Resolution No. 7-2023

**TITLE: A RESOLUTION APPROVING A VARIANCE TO THE FRONT YARD
SETBACK FOR PROPERTY LOCATED AT 311 CHASE STREET FROM
18 FEET TO 2 FEET**

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

Section 1. Findings of Fact.

A. An application has been made by Larry and Cynthia Linker (the "Applicant") for a variance to allow a variance to the front yard setback from eighteen (18) feet to two (2) feet for property located at 311 Chase Street (the "Property"), within the City of Black Hawk, Colorado in order to construct a two-story garage structure.

B. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing; and

C. The application is being evaluated in accordance with the criteria set forth in Section 16-366(2) of the Black Hawk Municipal Code.

Section 2. The City Council hereby determines to **CONDITIONALLY APPROVE** the variance to allow a variance to the front yard setback from eighteen (18) feet to two (2) feet for the Property based on the Applicant's satisfaction of all the necessary criteria set forth in Section 16-366(4) for such a variance as follows:

A. *Due to exceptional and extraordinary circumstances unique to the property or structure for which the variance is sought, the strict enforcement of the provisions of this Chapter would cause an unnecessary hardship to the applicant;*

The property has significant grade changes that would make a strict interpretation of the Code an unnecessary hardship. In order to access the garage, it will need to be constructed at or near road level. Excavation will be required regardless of where the garage is located on the site, however, the further back the garage is placed on the site the more severe it will be. If the garage could be built to meet setback requirements (12 and 18 feet back from Chase Street) the rear foundation/retaining wall would need to be approximately 16-18 feet tall above ground level with additional foundational structure underground to support/hold back the steep slope on the property. The intent to move the garage closer to the street reduces the impacts to significantly excavate the site for the garage location.

B. The circumstances, causing the unnecessary hardship were not created by an owner or user of the property or by the applicant for the variance;

The topography of the site is not a self-imposed hardship. Additionally, the creation of the garage will allow the property owners to park their vehicles off-street instead of on-street like they are currently. This will make City snow plowing/removal efforts simpler during winter months when the owners' vehicles are parked inside the garage.

C. The hardship is not established on the basis of lack of knowledge of the restrictions upon constructing or altering a structure; nor by the purchasing of a property without knowledge of applicable restrictions; nor by showing that greater profit would result if the variance were granted;

The hardship is not caused by a lack of knowledge of the restrictions. The topography of the site would make it difficult to construct a garage anywhere on the site, and there is no other location on the property to construct off-street parking spaces without excavation efforts.

D. The circumstances causing the unnecessary hardship are particular to the land or structure for which the variance is sought and do not apply generally to land and buildings in the zoning district in which the property is located;

The topography challenges are not necessarily unique to only this property and neighboring properties as the residential neighborhoods in Black Hawk all tend to have mild to severe topographic and lot size challenges that significantly curtail opportunities to create off-street parking spaces for residents. The owners' property is essentially unique in that they do have additional land available to actually place a garage on the property, but not without these challenges as explained to actually construct the garage. The first 20-30 feet of the property has a gradually increasing grade change of 10-12 feet, while the back portions have significant grade changes of up to 50-60 feet.

E. The variance requested is the minimum deviation from this Chapter necessary to allow the same and no greater use as that allowed of other land or structures in the same zoning district;

The property owner's intent is to have the front of the garage constructed in line (8 foot setback) as much as practicable with the front of the existing house. This would allow the property owner to avoid portions of the property with even more significant grade challenges. The variance request is for the front of the garage to be constructed 2 feet from the front property line in the 'worst case scenario' depending on excavation and geotechnical results and location of granite/bedrock locations. If the variance is granted, the exact location of the front of the garage will depend on a geotechnical report, and to reduce/eliminate needs to blast granite. The variance request as written will allow more flexibility to the owner if the geotechnical report and granite conditions shows harder and more difficulties to excavate ground types in the construction area.

F. The granting of the variance will not injure the appropriate use of adjacent conforming properties, will not impair an adequate supply of light and air, will not impair

the view from adjacent property and will not substantially diminish or impair property values within the surrounding area;

Granting the variance will not impair neighboring properties. If granted, the new garage will remove parked cars from the street, allowing for easier snow plowing/removal in the winter. Additionally, regardless if the setback is at 2 feet or at 8 feet, the approach to the garage building will not be long enough to park in front of the garage. The construction of the garage should not have any negative affect on the property values of surrounding properties.

G. *The granting of the variance will be consistent with the spirit, purpose, and intent of this Chapter and will not create a situation which alters the character of the area surrounding the property for which the variance is granted;*

Granting of the variance would be consistent and would not alter the character of the surrounding properties. Garages with similar setbacks have been constructed along Chase Street and DuBois Street as well as Marchant Street, Clear Creek Street and throughout Black Hawk in many years past.

H. *The granting of the variance will secure and in no way diminish the public safety and welfare; nor impair prevention of or increase risk of fire; flood, traffic congestion or other hazard;*

Granting of the front setback variance will not diminish public safety nor increase the risk of fire, flood, traffic congestion, or other hazards.

I. *The granting of the variance is necessary to cause substantial justice to be done;*

The proposed front setback variances ensure justice has been achieved by allowing the property owner reasonable continued residential use of the subject property and provides more off street parking spaces within the neighborhood and community.

J. *The granting of the variance will not allow uses or densities not permitted in the zoning district in which it is granted nor allow the expansion or establishment of a nonconforming use.*

Granting the variance will not allow uses or densities not permitted in the Historic Residential Zone District.

Section 3. The City Council's approval is subject to the satisfaction of the following conditions:

A. The front setback shall be at a minimum two (2) feet, to accommodate the construction of the garage at street level.

B. A Certificate of Appropriateness shall be issued prior to any building permit being issued for the proposed garage.

C. The minor subdivision plat proposed concurrently with this variance application must be approved to consolidate the property owners' lots into a single legal lot of record and must be recorded in the Office of the Gilpin County Clerk and Recorder prior to building permit issuance.

D. A building permit shall be issued prior to the construction of the new garage.

E. The variance shall expire if a building permit is not obtained within one (1) year after this variance is approved.

F. After construction has commenced, if it is found that changing the front setback as shown on the plans with the building permit is desired or needed, then a revised site plan shall be provided to the City demonstrating a new as-built configuration of the garage, but such front setback shall not be less than the two (2) foot front setback.

RESOLVED AND PASSED this 25th day of January, 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 Minor Subdivision and a Variance to the front yard setback for property described in Exhibit A and generally located at 311 Chase Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearings are to be held before the City of Black Hawk Board of Aldermen on Wednesday, January 25, 2023, at 3:00 p.m. or as soon as possible thereafter. The public hearings 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

LOTS 3, 4, 5, AND THAT PORTION OF LOT 6 DESCRIBED IN THE BOUNDARY LINE AGREEMENT RECORDED AT RECEPTION NO. 22473, BLOCK 16, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7 AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE 6TH P.M. AND A PART OF GOVERNMENT LOT 1, SECTION 12, TOWNSHIP 3 SOUTH, RANGE 73 WEST OF THE 6TH P.M., CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: To consider a variance to the front yard setback for a property located at 311 Chase Street.

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

MOTION TO APPROVE: Resolution 7-2023, A Resolution Conditionally Approving a Variance to the Front Yard Setback for Property Located at 311 Chase Street from 18 Feet to 2 Feet.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Applicant is requesting a variance to the front yard setback requirement. If granted the variance would allow the owner to construct a garage no closer than 2 feet from the front property line. The intent of the applicant is to construct the garage in line with the existing house (approximately 9 feet 8 inches from the front property line) however, the exact location will depend on the results of a pending geotechnical report. Refer to the Staff Report included with this Request for Council Action.

AGENDA DATE: 1/25/2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Vincent Harris, AICP
Planning Director – Baseline Corp.

DOCUMENTS ATTACHED: Resolution 7-2023
Staff Report and Attachments

RECORD: ☐ Yes ☒ No

CoBH CERTIFICATE OF INSURANCE REQUIRED ☐ Yes ☒ No

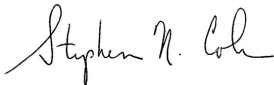
CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:



Vincent Harris, AICP, Baseline Corporation

REVIEWED BY:



Stephen N. Cole, City Manager

Staff Report

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

Date prepared: January 12, 2023
Meeting Date: January 25, 2023

STAFF REPORT: Request for Variance: 311 Chase Street Front Setback

For: City Council/Board of Appeals
Project Number: 22BH-PL38
Property Address: 311 Chase Street, Black Hawk, CO
Applicants: Larry and Cynthia Linker
Zoning: Historic Residential (HR)
Prepared by: Will Charles, Baseline Corporation
Approved by: Vincent Harris, Baseline Corporation



BACKGROUND:

The City of Black Hawk has received an application for a variance request to the front yard setback for the property located at 311 Chase Street. The property is owned by Larry and Cynthia Linker. The owners of the property wish to construct a two-story garage structure with the top floor being used for residential exercise equipment and household storage.

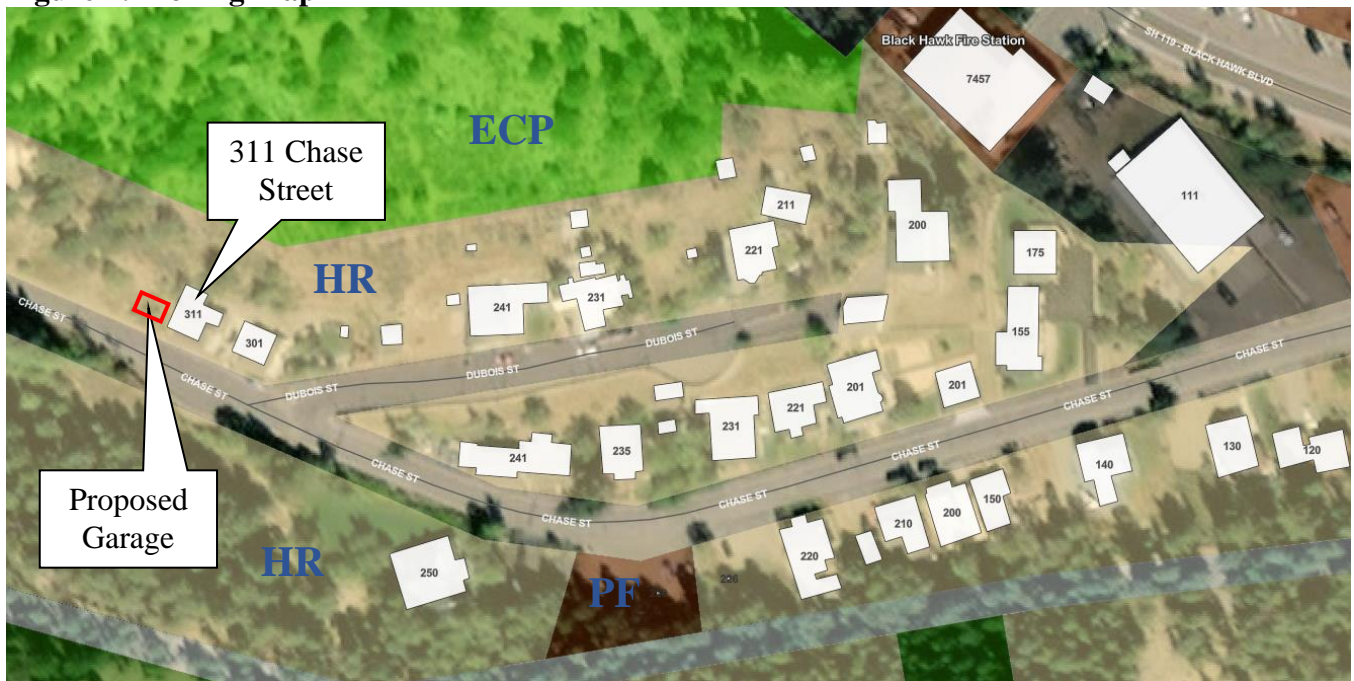
The site currently has a retaining wall setback approximately 2 feet or less from the right-of-way, with the house situated above the wall approximately 8-feet from the right-of-way. In order to provide vehicular access to the proposed garage, it will need to be constructed at street level. The garage will have an interior staircase which will allow access to the second story as well as the elevated portions of the property. The proposed garage is intended to be setback inline with the existing house, however, the exact setback will depend on the results of a geotechnical report currently being prepared. At a minimum, the proposed garage is proposed to be setback 2' from the property line, in terms of a worst case scenario, depending on the results of the geotechnical report.

The property consists of three separate original Black Hawk Subdivision lots which are subject to a minor subdivision plat also on this City Council agenda. Joining of these lots into a single parcel is the request with the minor subdivision application and a condition of approval with this variance, if approved.

ZONING:

The property at 311 Chase Street is zoned Historic Residential as shown in *Figure 1*. The location of the proposed garage does not meet the current setback requirements of the HR (Historic Residential) zone district set forth in Section 16-65(b)(1) and 16-66(c) of the Black Hawk Municipal Code. 16-65(b)(1) requires a 12-foot front yard building setback, while 16-66(c) requires garage doors facing rights-of-ways to be setback a minimum of 18 feet. Due to the large amount of excavation that will be required, the applicant is requesting a variance to reduce the front setback to a minimum of 2 feet.

Figure 1: Zoning Map

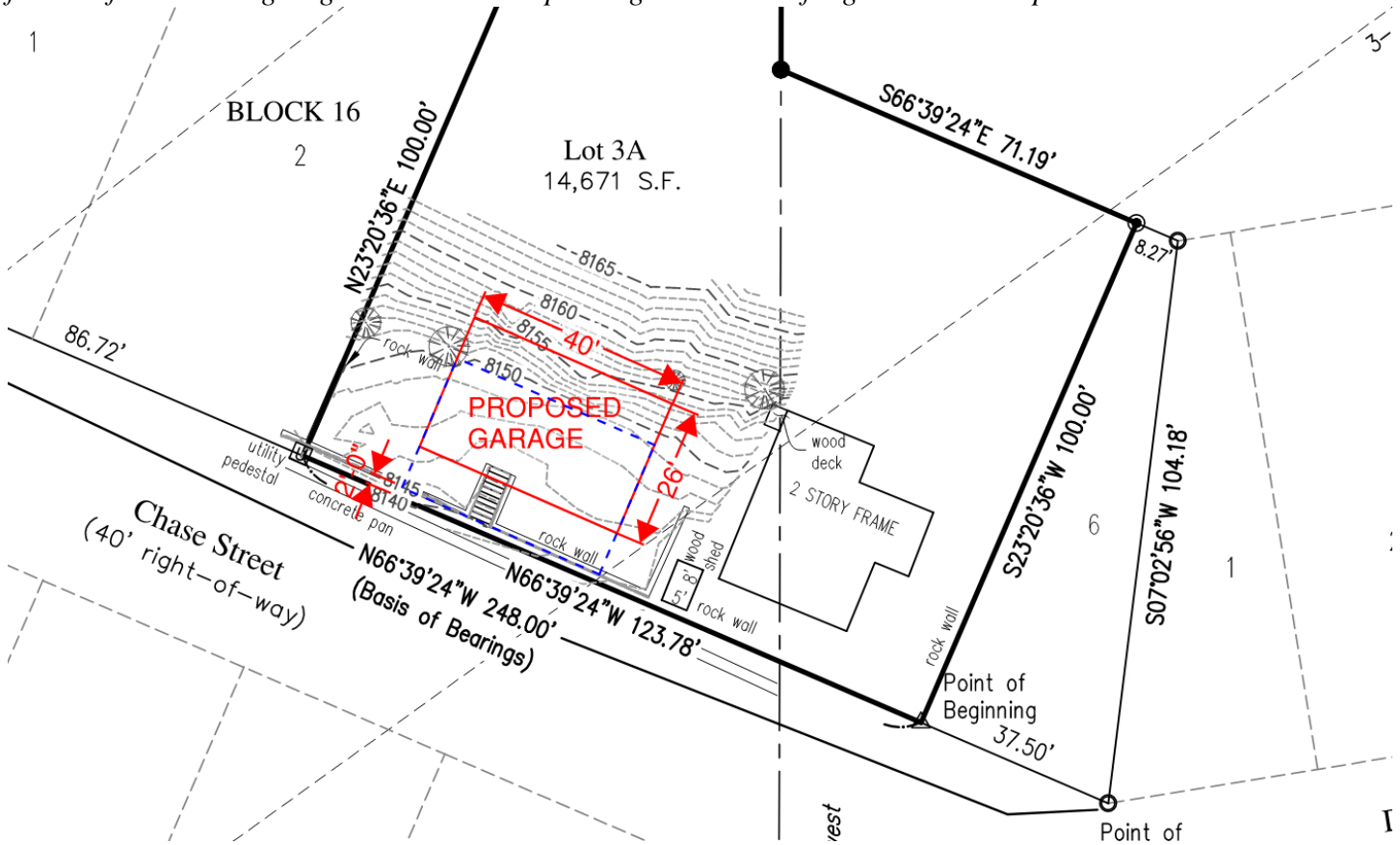


REQUEST:

The new garage is proposed to be 40 feet wide by 26 feet deep with the garage doors facing the street. Given the site's topography, this is the most reasonable location to build and orient the garage. A site plan showing the possible location of the proposed garage in relation to the property lines is presented in figure 2 below.

Figure 2: 311 Chase Street: New Garage Site Plan

The red proposed garage rectangle shows the intended location, while the dashed blue line indicates the furthest forward the garage will be located pending the results of a geotechnical report.



Applicable City of Black Hawk Regulations

Excerpt from:

***City of Black Hawk
Zoning Code
Chapter 16 – Zoning***

Sec. 16-65. Dimensional regulations.

(b) Minimum setbacks.

(1) Front yard: twelve (12) feet.

Sec. 16-66. District development standards.

(c) Garage doors which face toward a roadway must be set back at least eighteen (18) feet from the roadway.

Sec. 16-366. Variances and appeals.

According to Section 16-366(2) of the City of Black Hawk Municipal Code, “requests for relief from the regulations and development standards of this Chapter 16 (Zoning) may be taken to the Board of

Appeals (Board of Aldermen) when the strict application of this Chapter will deprive a property of the privileges enjoyed by other property of the same zoning classification in the same zoning district because of special circumstances applicable to a property, including its size, shape, topography, location or surrounding.”

In considering such requests, the Board of Appeals needs to find that *all* of the following exist:

1. *Due to exceptional and extraordinary circumstances unique to the property or structure for which the variance is sought, the strict enforcement of the provisions of this Chapter would cause an unnecessary hardship to the applicant.*

Staff Comment: The property has significant grade changes that would make a strict interpretation of the code an unnecessary hardship. In order to access the garage, it will need to be constructed at or near road level. Excavation will be required regardless of where the garage is located on the site, however, the further back the garage is placed on the site the more severe it will be. If the garage could be built to meet setback requirements (12 and 18 feet back from Chase Street) the rear foundation/retaining wall would need to be approximately 16-18 feet tall above ground level with additional foundational structure underground to support/hold back the steep slope on the property. The intent to move the garage closer to the street reduces the impacts to significantly excavate the site for the garage location.

2. *The circumstances, causing the unnecessary hardship were not created by an owner or user of the property or by the applicant for the variance.*

Staff Comment: The topography of the site is not a self-imposed hardship. Additionally, the creation of the garage will allow the property owners to park their vehicles off-street instead of on-street like they are currently. This will make city snow plowing/removal efforts simpler during winter months when the owners’ vehicles are parked inside the garage.

3. *The hardship is not established on the basis of lack of knowledge of the restrictions upon constructing or altering a structure; nor by the purchasing of a property without knowledge of applicable restrictions; nor by showing that greater profit would result if the variance were granted;*

Staff Comment: The hardship is not caused by a lack of knowledge of the restrictions. The topography of the site would make it difficult to construct a garage anywhere on the site, and there is no other location on the property to construct off-street parking spaces without excavation efforts.

4. *The circumstances causing the unnecessary hardship are particular to the land or structure for which the variance is sought and do not apply generally to land and buildings in the zoning district in which the property is located;*

Staff Comment: The topography challenges are not necessarily unique to only this property and neighboring properties as the residential neighborhoods in Black Hawk all tend to have mild to severe topographic and lot size challenges that significantly curtail opportunities to create off-street parking spaces for residents. The owners’ property is essentially unique in that they do have additional land available to actually place a garage on the property, but not without these challenges as explained to actually construct the garage. The first 20-30 feet of the property has a gradually increasing grade change of 10-12 feet, while the back portions have significant grade changes of up to 50-60 feet.

5. *The variance requested is the minimum deviation from this Chapter necessary to allow the same and no greater use as that allowed of other land or structures in the same zoning district;*

Staff Comment: The property owner's intent is to have the front of the garage constructed in line (8-foot setback) as much as practicable with the front of the existing house. This would allow the property owner to avoid portions of the property with even more significant grade challenges. The variance request is for the front of the garage to be constructed 2 feet from the front property line in the 'worst case scenario' depending on excavation and geotechnical results and location of granite/bedrock locations. If the variance is granted, the exact location of the front of the garage will depend on a geotechnical report, and to reduce/eliminate needs to blast granite. The variance request as written will allow more flexibility to the owner if the geotechnical report and granite conditions shows harder and more difficulties to excavate ground types in the construction area.

6. *The granting of the variance will not injure the appropriate use of adjacent conforming properties, will not impair an adequate supply of light and air, will not impair the view from adjacent property and will not substantially diminish or impair property values within the surrounding area;*

Staff Comment: Granting the variance will not impair neighboring properties. If granted, the new garage will remove parked cars from the street, allowing for easier plowing/ snow removal in the winter. Additionally, regardless if the setback is at 2 feet or at 8 feet, the approach to the garage building will not be long enough to park in front of the garage. The construction of the garage should not have any negative affect on the property values of surrounding properties.

7. *The granting of the variance will be consistent with the spirit, purpose and intent of this Chapter and will not create a situation which alters the character of the area surrounding the property for which the variance is granted;*

Staff Comment: Granting of the variance would be consistent, and would not alter the character of the surrounding properties. Garages with similar setbacks have been constructed along Chase Street and DuBois Street as well as Marchant Street, Clear Creek Street and throughout Black Hawk in many years past.

8. *The granting of the variance will secure and in no way diminish the public safety and welfare; nor impair prevention of or increase risk of fire; flood, traffic congestion or other hazard;*

Staff Comment: Granting of the front setback variance will not diminish public safety nor increase the risk of fire, flood, traffic congestion, or other hazards.

9. *The granting of the variance is necessary to cause substantial justice to be done;*

Staff Comment: The proposed front setback variances ensure justice has been achieved by allowing the property owner reasonable continued residential use of the subject property and provides more off street parking spaces within the neighborhood and community.

10. *The granting of the variance will not allow uses or densities not permitted in the zoning district in which it is granted nor allow the expansion or establishment of a nonconforming use.*

Staff Comment: Granting the variance will not allow uses or densities not permitted in the Historic Residential zone district.

STAFF SUMMARY:

Staff from Baseline Corporation has reviewed the Request for Variance to a front yard setback in order to construct a new garage on the property at 311 Chase Street that was submitted by Larry and Cynthia Linker, property owners. The City of Black Hawk Municipal Code outlines the requirements for requesting a variance within the City. Staff from Baseline Corporation recommends that the Request for Variances be granted for the proposed garage. The proposed structure has few practicable locations due to the topography of the site, and the need for the garage to access the right-of way at street level.

Staff recommends that the variance request for a front yard setback to construct a garage be approved, subject to the following conditions:

1. The granted front setback shall be at a minimum two (2) feet, to accommodate the construction of the garage at street level.
2. A Certificate of Appropriateness shall be issued prior to any building permit being issued for the proposed garage.
3. The minor subdivision plat also proposed at this same time that is required to join the owners' lots into a single lot, must be recorded in the Gilpin County records prior to building permit issuance.
4. A building permit shall be issued prior to the construction of the new garage.
5. The variance shall expire if a building permit is not obtained within one (1) year after this variance is approved.
6. After construction has commenced, if it is found that changing the front setback as shown on the plans with the building permit is desired or needed, then a revised site plan shall be provided to the City demonstrating a new as-built configuration of the garage, but such front setback shall not be less than the two (2) feet.

FINDINGS:

City Council may *approve, conditionally approve, or deny* a Request for Variance. To support this proposal, the following findings can be used:

1. The site has significant elevation changes that make it difficult to build a garage deeper into the hillside on the property.
2. The proposed front setback variance request meets all ten findings for approval of a variance as noted in the staff report for this request.

RECOMMENDATION:

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

MOTION TO APPROVE Resolution No. 7-2023, a resolution approving a Variance to the front yard setback for the construction of a garage at 311 Chase Street with the following conditions

1. The granted front setback shall be at a minimum two (2) feet, to accommodate the construction of the garage at street level.

2. A Certificate of Appropriateness shall be issued prior to any building permit being issued for the proposed garage.
3. The minor subdivision plat also proposed at this same time that is required to join the owners' lots into a single lot, must be recorded in the Gilpin County records prior to building permit issuance.
4. A building permit shall be issued prior to the construction of the new garage.
5. The variance shall expire if a building permit is not obtained within one (1) year after this variance is approved.
6. After construction has commenced, if it is found that changing the front setback as shown on the plans with the building permit is desired or needed, then a revised site plan shall be provided to the City demonstrating a new as-built configuration of the garage, but such front setback shall not be less than the two (2) foot front setback.

Attachments: Combined Application
Conceptual Architectural Renderings for Garage.

Applicant's Submittal

SETUP

WORK

PERMITS

22BH-PL00038

In Progress

311 Chase Street PO Box 366

Black Hawk 80422

Variance

Workflow

Details

Plan Reviews

Fees \$0.00

Transactions

Inspections

Documents

Primary/Subs

Notes (0)

History

Support Requests

What's new?

- Details: 22BH-PL00038
- Address
- Contractors
- General
- Permit Fields
- Contacts
- Project Submittals

Address

Permit Applicant

Create Copy

Name

Cynthia L. Linker

☐ Homeowner is contractor

E-Mail

clinker@cityofblackhawk.org

Phone

(303) 582-0667

Jobsite Address

Look Up Address

Address 1

311 Chase Street

Address 2

PO Box 366

City

Black Hawk

State

CO

Zip code

80422

Latitude

39.8036645

Longitude

-105.4997928

Map

Property Details

Parcel

Lot

Filing

Block

Development Case

Zoning District

Subdivision

County

Property Owner

Name

☐ Same as Applicant

Cynthia L. Linker

Address

☐ Same as Property Address

Address 2

43 of 155



VARIANCE APPLICATION

City of Black Hawk
Community Planning and Development
211 Church Street, P.O. Box 68, Black Hawk, CO 80422
Email: CPDinquiry@cityofblackhawk.org • Visit: www.cityofblackhawk.org

COMPLETE ALL BOXES – Incomplete applications will not be processed

Date:

December 4, 2022

Project

Detached Garage

Name and
Number:

Applicant Name and Address:

**Larry and Cynthia Linker
311 Chase Street, Black Hawk, CO 80422**

Applicant Phone and Email:

303-582-0667, clinker1960@gmail.com

Describe the Requested Variance (each variance request requires a separate application):

The site is approximately 0.24 acres and is located on Chase Street near the intersection with DuBois Street. The property lies within the City Limits of Black Hawk, CO, Gilpin County. The site consists of two lots plus a portion of Gov't Lot 1, Section 12, and is directly adjacent to our property at 311 Chase Street. We are contracting with design professionals to provide surveying, geotechnical, excavation, architectural, civil, and structural engineering with a general contractor to construct the stand-alone two-story garage. The garage is approximately 26'x40', built at street level facing Chase Street, aligning with the home's south wall. Utilities include electrical and gas; no water or sewer. The proposed two-story garage has framed storage above for residential exercise equipment and household storage. The garage will have an interior staircase to access the garage level to the house level on the adjacent lot. A non-covered walk will connect the two structures. The roof pitch is 5/12 with a gable running 40' east to west. The garage ceiling height is 9', with storage room height to be determined with two 16'x8' garage doors to accommodate four parking spaces. The exterior finishes will match the existing house, maintaining the historic character and architecture of Black Hawk. A large amount of excavation is required for the site, and it is anticipated the garage walls may serve as retaining walls.

Lots 3 and 4 are connected vertically to Chase Street by a dry-stacked retaining wall that creates a small, narrow, terraced building site with a hillside behind it with an approximate 12% slope. Due to the topography and grade of the vacant infill lots, we are requesting a 2-foot setback variance instead of the required front yard setback of 12 feet and 18 feet for garage doors facing a roadway, as referenced in Black Hawk Municipal Code, Chapter 16, Sections 16-65 (b)(1) and 16-66 (c).

The City of Black Hawk Municipal Code allows for variances to the Code per Section 16-366 and with consideration by the Board of Alderman of ten (10) criteria.

RESPOND TO ALL TEN CRITERIA FOR VARIANCE CONSIDERATION:

1. Due to exceptional and extraordinary circumstances unique to the property or structure for which the variance is sought, the strict enforcement of the provisions of this Chapter would cause an unnecessary hardship to the applicant;

Generally, 90-95% of the land in the City has slopes greater than 15% making development difficult and expensive. The lots in the residential neighborhoods tend to have steep terrain. The remaining infill lots on Chase Street are generally small, narrow terraced lots located between Chase Street and the hillside. Because the topography and grade of these parcels rise to approximately 12%, meeting the 18 feet setback makes the land less viable and developable. See the attached photos for reference.

2. The circumstances causing the unnecessary hardship were not created by an owner or user of the property or by the applicant for the variance;

Because the lots are located on higher ground along the hillside, there is not enough property to design a maneuverable driveway from street level to the existing house level. Therefore, we feel the only viable option is to excavate down and build at street level.

3. The hardship is not established on the basis of lack of knowledge of the restrictions upon constructing or altering a structure; nor by the purchasing of a property without knowledge of applicable restrictions; nor by showing that greater profit would result if the variance were granted;

Because there are storage and parking constraints in the residential neighborhoods, we felt building a garage would help improve this issue. We were fully aware of the building constraints in Black Hawk. Still, we felt the construction of a garage on two of the remaining infill lots along Chase Street would add value to the community easing parking congestion on Chase Street and alleviating the blight of the raw ground and collapsed dry stacked wall.

4. The circumstances causing the unnecessary hardship are particular to the land or structure for which the variance is sought and do not apply generally to land and buildings in the zoning district in which the property is located;

The circumstance causing the unnecessary hardship is particular to the land for which the variance is sought because of the natural topography and grade found in the residential neighborhoods.

5. The variance requested is the minimum deviation from this Chapter necessary to allow the same and no greater use as that allowed of other land or structures in the same zoning district;

The variance requested is the minimum deviation from this Chapter and was allowed at other properties with garages that currently have doors that face the roadway. These garages can be found on Chase Street, Marchant Street, and Horn Street.

6. The granting of the variance will not injure the appropriate use of adjacent conforming properties, will not impair an adequate supply of light and air, will not impair the view from adjacent property and will not substantially diminish or impair property values within the surrounding area;

The addition of the garage will increase the values of our property and the community, but we desire to align with the existing house. Of course, the geotechnical report will ultimately determine the final location.

7. The granting of the variance will be consistent with the spirit, purpose, and intent of this Chapter and will not create a situation which alters the character of the area surrounding the property for which the variance is granted;

Granting of the variance is consistent with the other properties that have garage doors that face the roadway and do not meet the 18 feet. This setback is challenging because of the narrow lots, topography, and grade.

8. The granting of the variance will secure and in no way diminish the public safety and welfare; nor impair prevention of or increase risk of fire, flood, traffic congestion, or other hazard;

Granting the variance will allow us to build the garage, remove all vehicles from Chase Street, and remove all storage from the residential storage lot; this decreases congestion because of the narrow street, especially during the snow plowing season.

9. The granting of the variance is necessary to cause substantial justice to be done; and

Because other homes within the City limits have garages that face a roadway and do not meet the 18 feet setback, granting the variance would cause substantial justice to be done for our situation.

10. The granting of the variance will not allow uses or densities not permitted in the zoning district in which it is granted nor allow the expansion or establishment of a nonconforming use.

The granting of the variance will not allow uses or densities, nor would it allow for a nonconforming use. The project would meet the intent of the Black Hawk Municipal Code.

3' from the ROW drain pan to dry stack rock wall



Garage to line up with house – see orange arrow



8' from the end of the house to the rock wall



An 18' setback brings the garage back to the fence post



If we meet the 18' setback, the 26' depth brings it past the existing house into the steep hillside



The 18' setback would extend the garage past the current house



TOPOGRAPHIC SURVEY OF
CITY OF BLACK HAWK, BLOCK 16 AMENDMENT NO. 1

A Minor Subdivision of Lots 3, 4, 5 and a portion of Lot 6, Block 16, City of Black Hawk and a part of Government Lot 1,
Located in the Northwest Quarter of Section 7 and the Northeast Quarter of Section 12,
Township 3 South, Range 72 West of the 6th Principal Meridian
City of Black Hawk, County of Gilpin, State of Colorado

PRELIMINARY
DESIGN PLANS -
NOT FOR
CONSTRUCTION

MONUMENT LEGEND

- Found No. 18" 4 rebar with 1" green plastic cap stamped: CCS PLS 38056 (CCS represents Clear Creek Surveying)
- Found No. 5 rebar with 2" aluminum cap stamped: CCS PLS 26296 (CCS represents CCS Consultants, Inc.)
- ⊙ Found No. 18" 4 rebar with 1" red plastic cap stamped: CCS PLS 26296 (CCS represents CCS Consultants, Inc.)
- + Found chiseled cross in rock wall
- Found original stone
- Found 2-1/2" pipe with brass cap Stamped: BLM Corner No. 1 MS 490
- △ Set nail with 1" brass shiner stamped: CCS PLS 38056
- ◆ Aliquot Corner — as noted

DESCRIPTION:

A combination of Lots 3, 4, 5, and that portion of Lot 6 described in the Boundary line Agreement recorded at Reception No. 22473, Block 16, City of Black Hawk, County of Gilpin, State of Colorado, located in the Northwest Quarter of Section 7 and the Northeast Quarter of Section 12, Township 3 South, Range 72 West of the 6th P.M. and a part of Government Lot 1, Section 12, Township 3 South, Range 73 West of the 6th P.M., City of Black Hawk, County of Gilpin, State of Colorado, more particularly described as follows:

Commencing at the Southeasterly corner of said Block 16 whence Southwesterly corner thereof bears North 66°39'24" West, a distance of 248.00 feet with all bearings contained herein relative thereto; thence along the Southerly line of said Block 16 North 66°39'24" West, a distance of 37.50 feet to the Point of Beginning; thence continue Northwesterly along said line, a distance of 123.78 feet to the Westerly line of said Lot 3; thence along said Westerly line North 23°20'36" East, a distance of 100.00 feet to the Northerly line of Said Block 16; thence along said Northerly line North 66°39'24" West, a distance of 14.24 feet to the 1-2 line of the Wain Lode, United States Mineral Survey No. 490; thence along said 1-2 line North 51°56'27" East, a distance of 78.15 feet to the West line of said Northwest Quarter Section 7; thence along said West line South 00°08'23" West, a distance of 74.66 feet to said Northerly line of Block 16; thence along said Northerly line South 66°39'24" East, a distance of 71.19 feet to the line described in said Boundary Line Agreement; thence along said line South 23°20'36" West, a distance of 100.00 feet to the Point of Beginning.

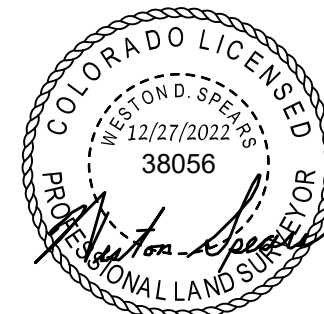
Containing a calculated area of 14,671 square feet or 0.337 acres.

NOTES:

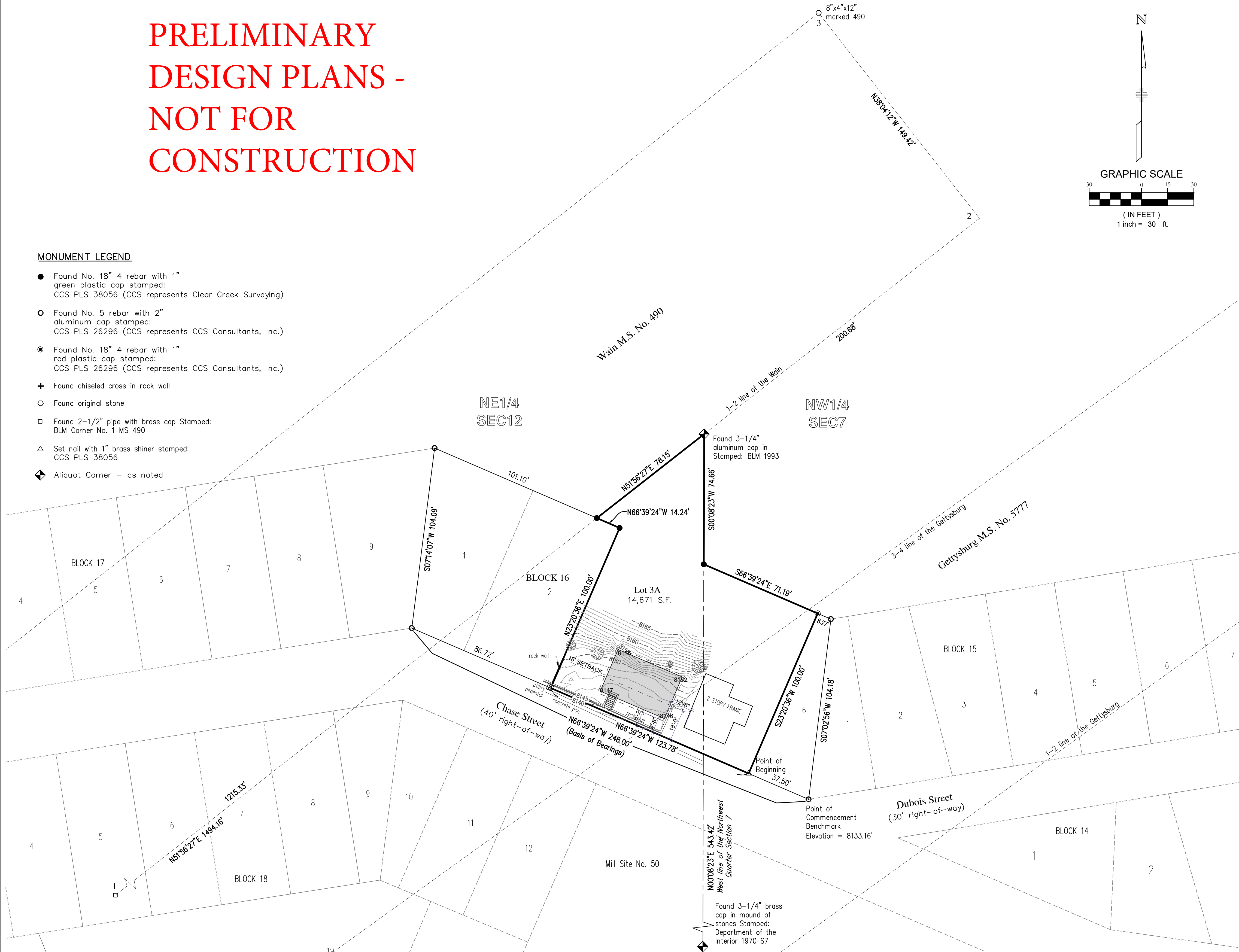
- Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
- Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory, commits a class two (2) misdemeanor pursuant to state statute 18-4-508, C.R.S.
- All dimensions shown hereon are expressed in U.S. Survey feet and decimals thereof. A U.S. Survey foot is defined as exactly 1200/3937 meters. All bearings shown here on are degrees-minutes-seconds.
- This Improvement Survey Plat is based on the approved City of Black Hawk Survey Map of Block 16 and is recognized by the City of Black Hawk as controlling exterior boundary information for the Block.
- This survey does not constitute a title search by Clear Creek Surveying. To determine title or easements of record. Research for this survey was performed in accordance with C.R.S. 38-51-106 and the rules of procedure and board policy statements of the state board of licensure for architects, professional engineers and professional land surveyors. Title commitment number MLT2022-5261 dated June 24, 2022 at 7:30 a.m. Prepared by Mountain Land Title was relied upon for all information regarding easements of record, rights of way, title of record and civil court actions of record.
- Basis of Bearings: Bearings are based on the South line of Block 16 having an record bearing per the City of Black Hawk Survey Map of North 66°39'24" West being marked at both end with found No. 5 rebar with 2"aluminum cap stamped: CCS PLS 26296
- The common line of Lots 2 and 3 was established from the centerline of the historic rock wall, said wall being 37' from a chiseled cross in the wall face and the centerline of the wall defining the common line of Lots 3 and 4.

SURVEYOR'S CERTIFICATION:

I, Weston D. Spears, a Professional Land Surveyor registered in the State of Colorado, hereby certify that this topographic survey was made in accordance with applicable standards of practice, was prepared under my responsible charge based on a field survey performed on December 27, 2022 and to the best of my professional knowledge, information and belief is an accurate representation of that field survey. This is not a guaranty or warranty, either expressed or implied.



Weston D. Spears, Professional Land Surveyor
Colorado P.L.S. No. 38056
for and on behalf of Clear Creek Surveying



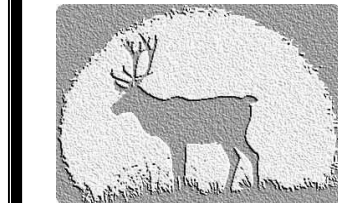
Revisions				Field Date		Drawn by		TITLE	CLIENT	Clear Creek Surveying P.O. Box 3184 Idaho Springs, CO 80452 (303) 567-4755	Project No. 22GEN55	Sheet No.		No. of Sheets
Date	By	Description		Party Chief		Checked By						1		
Date	By	Description		PLS	WDS							1		



LINKER GARAGE AND STORAGE
311 CHASE ST.
BLACK HAWK, CO

DATE	ISSUE
01/03/2023	PRELIMINARY

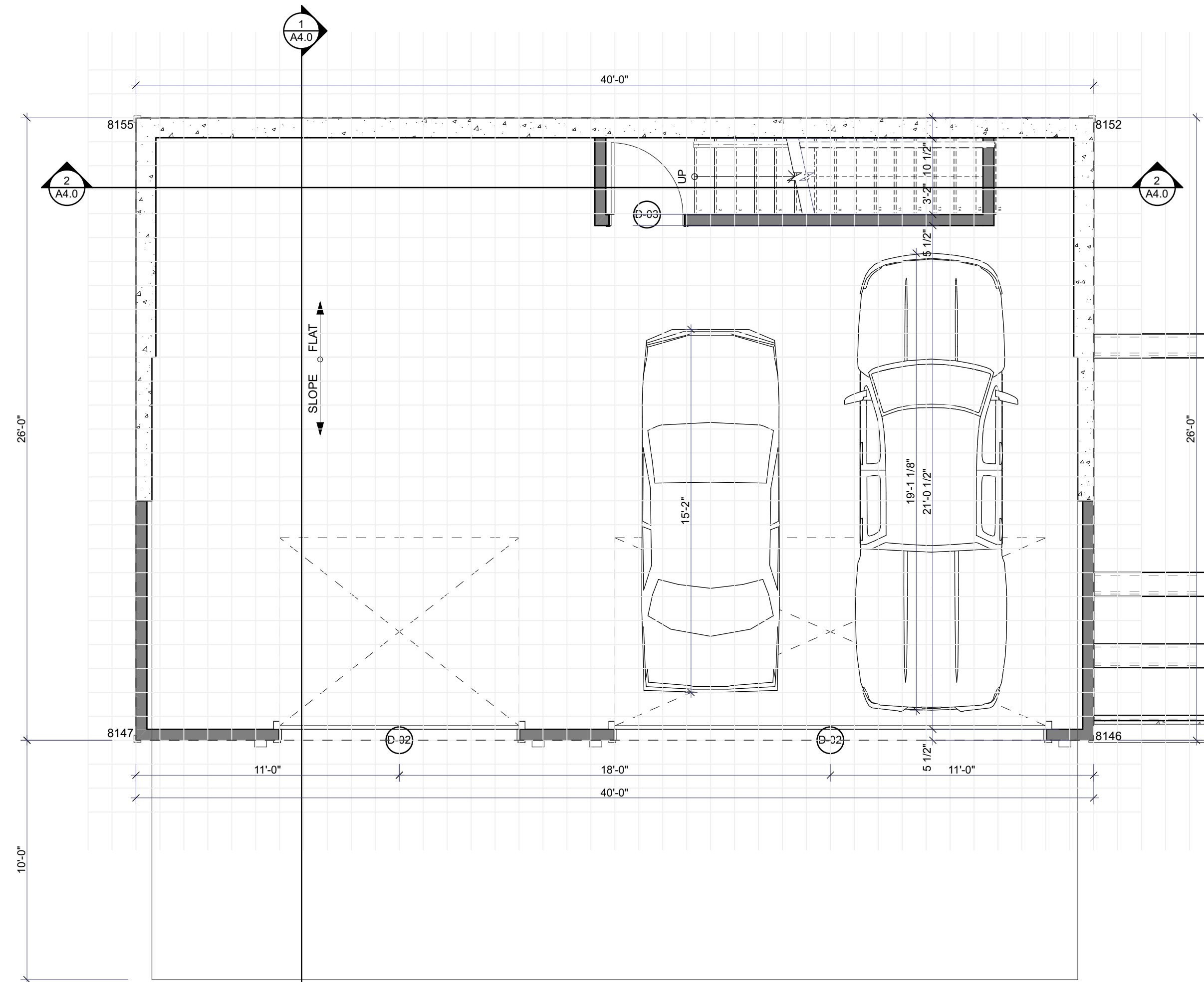
DEBORAH DAVENPORT
CARIBOU RIDGE
ARCHITECTURE, LLC
P.O. BOX 2004 NEDERLAND,
CO
TEL. 720.273.9479
FAX. 866.834.7538
E-MAIL
debbie@caribouridge.com



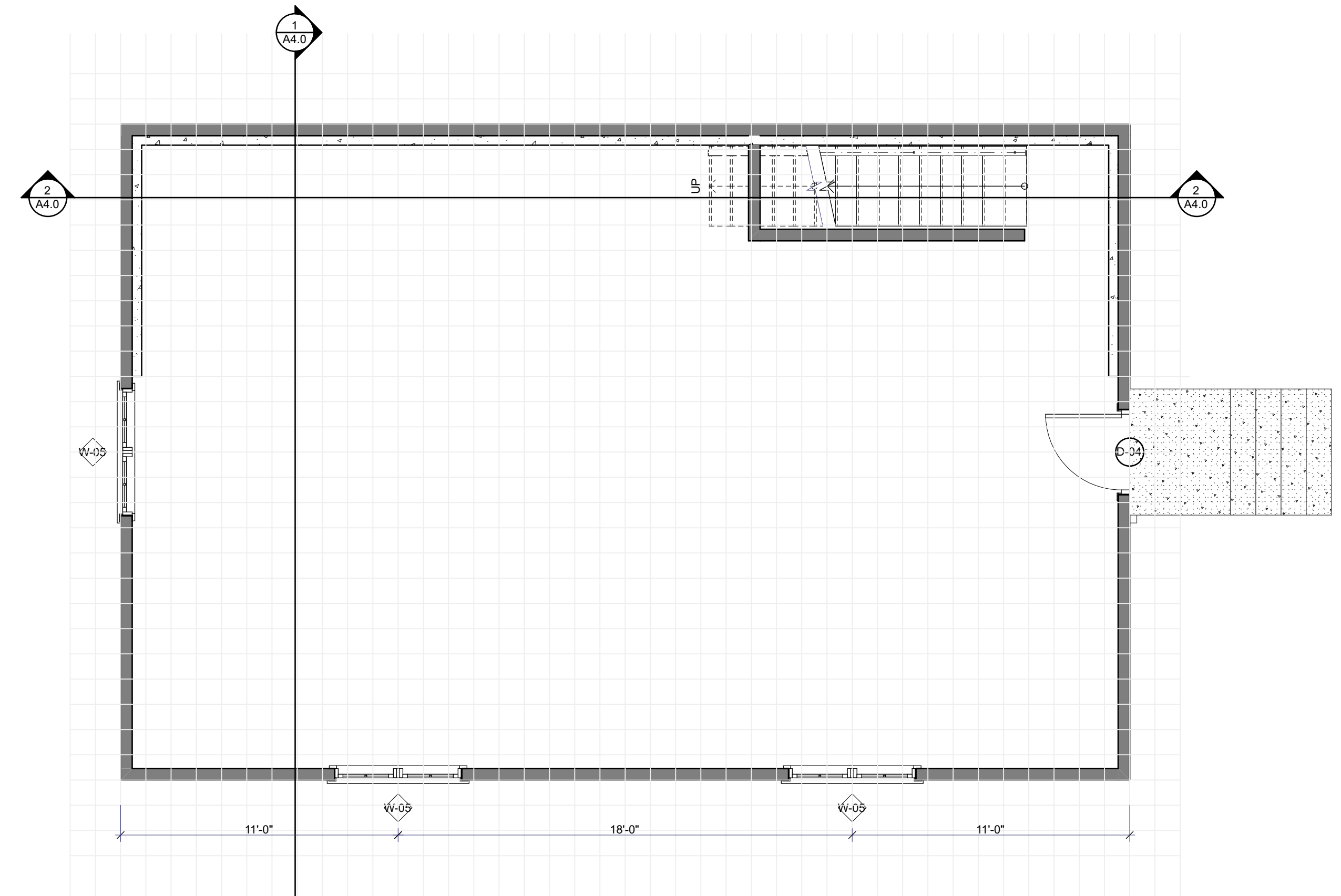
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SITE PLAN

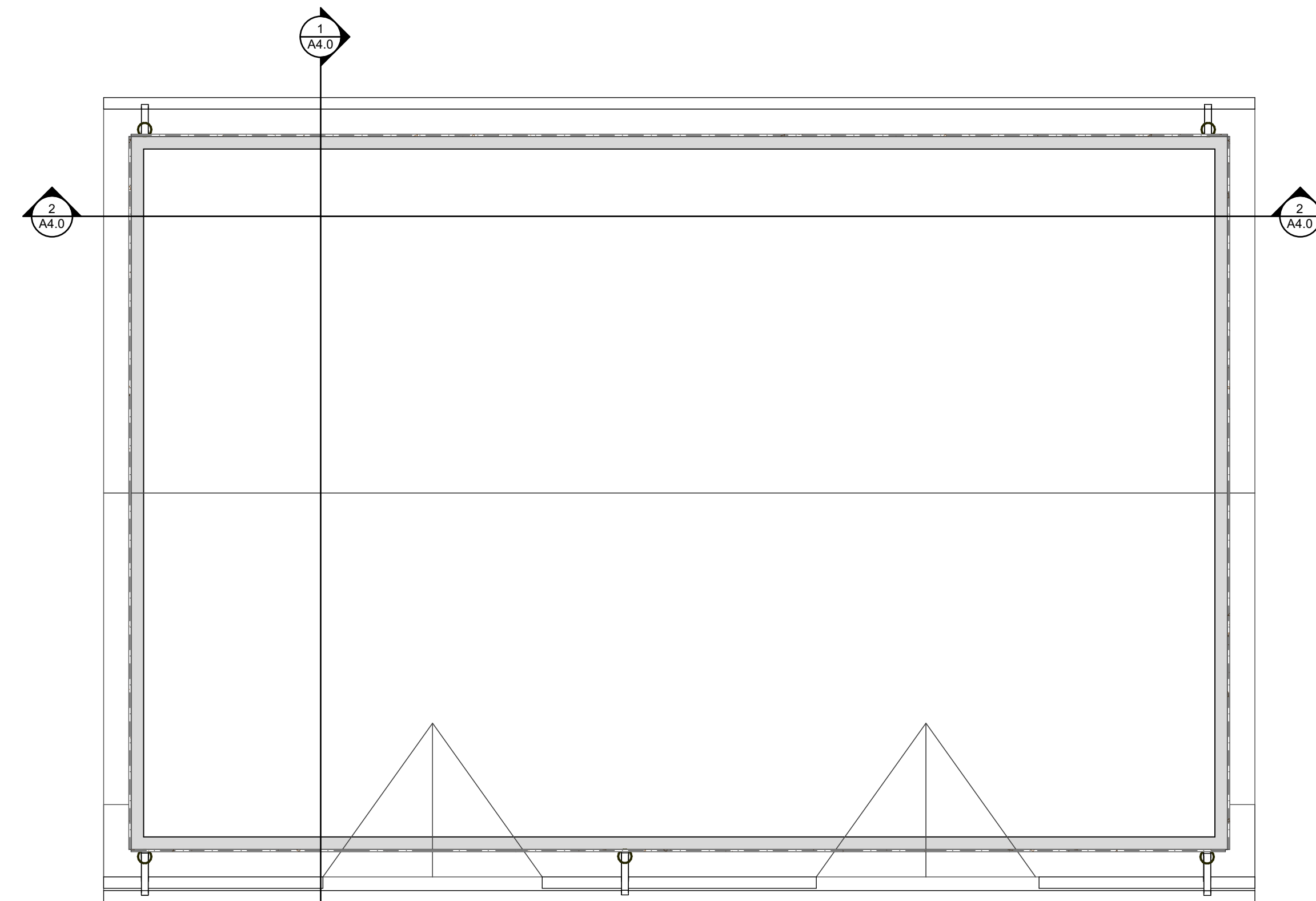
A1.0



1 LOWER LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"



2 MAIN LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"



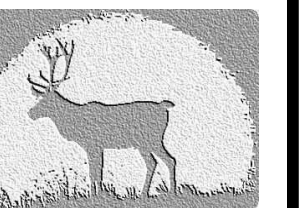
3 ROOF PLAN
SCALE: 1/4" = 1'-0"

PRELIMINARY
DESIGN PLANS -
NOT FOR
CONSTRUCTION

LINKER GARAGE AND STORAGE
311 CHASE ST.
BLACK HAWK, CO

DATE	ISSUE
01/03/2023	PRELIMINARY

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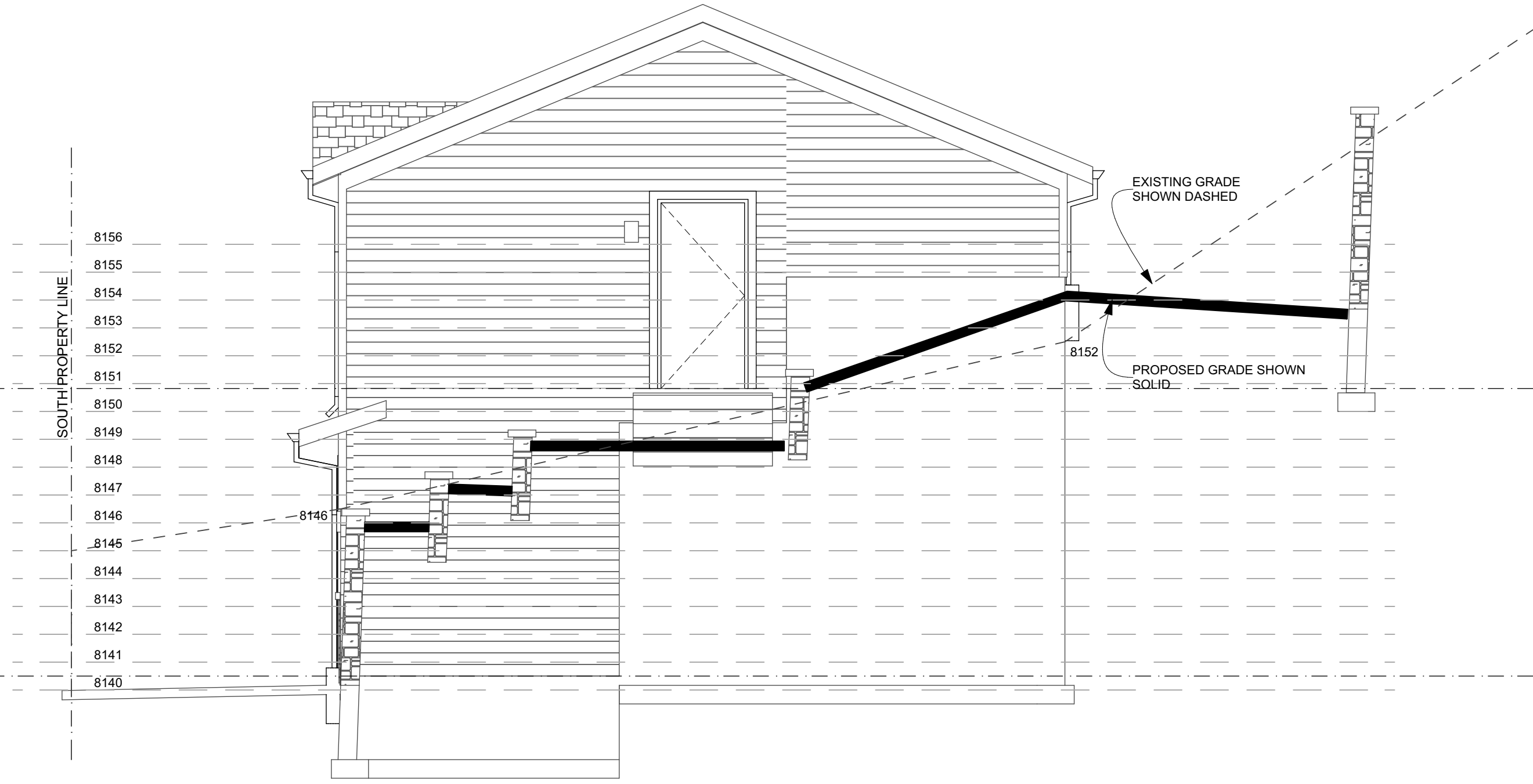
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PLANS

A2.0



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'

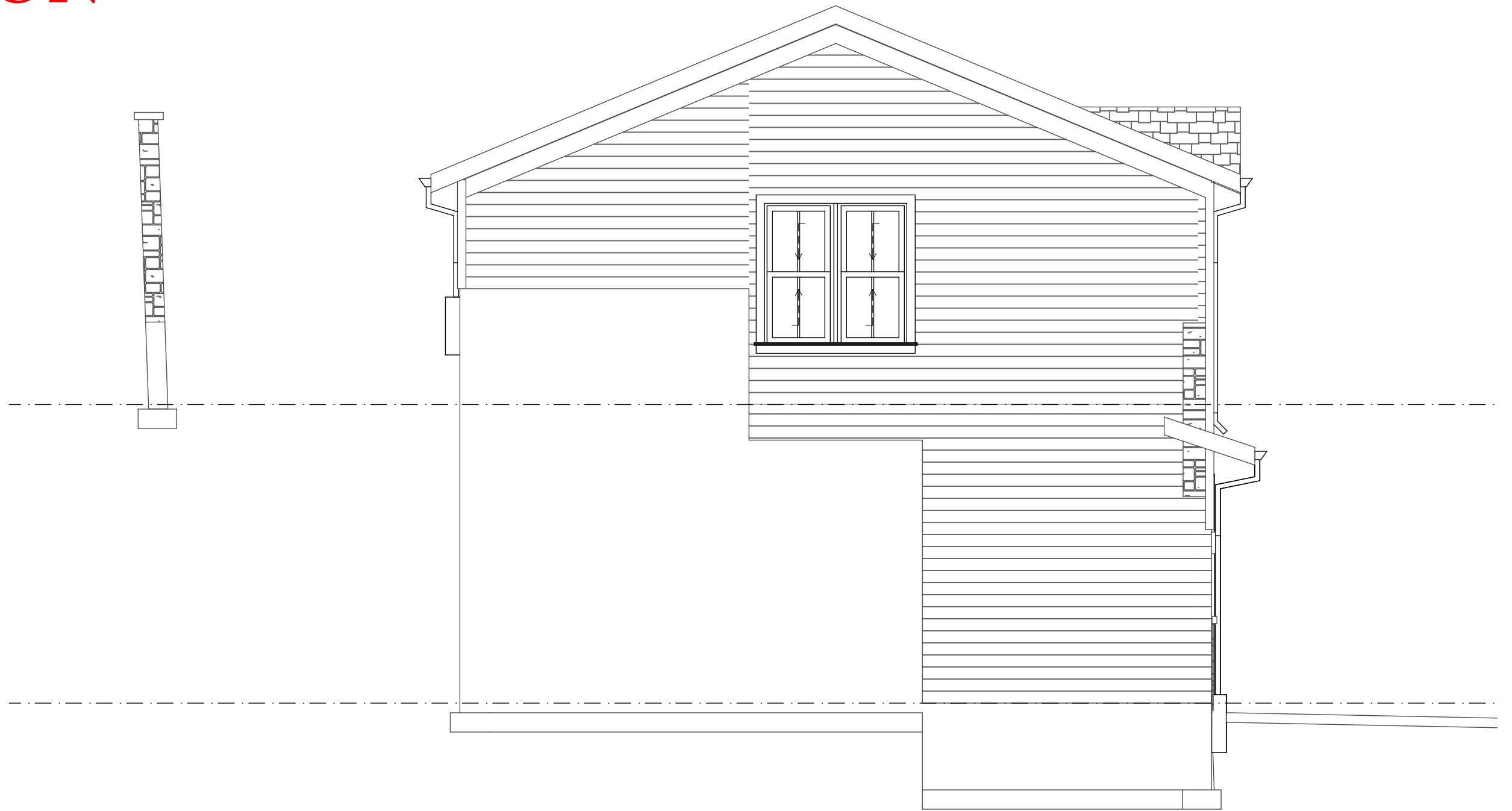


2 EAST ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'

PRELIMINARY
DESIGN PLANS -
NOT FOR
CONSTRUCTION



3 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'

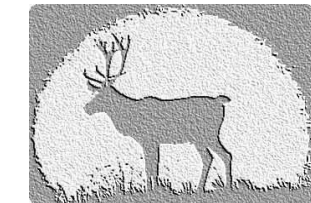


4 WEST ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'

LINKER GARAGE AND STORAGE
311 CHASE ST.
BLACK HAWK, CO

DATE	ISSUE
01/03/2023	PRELIMINARY

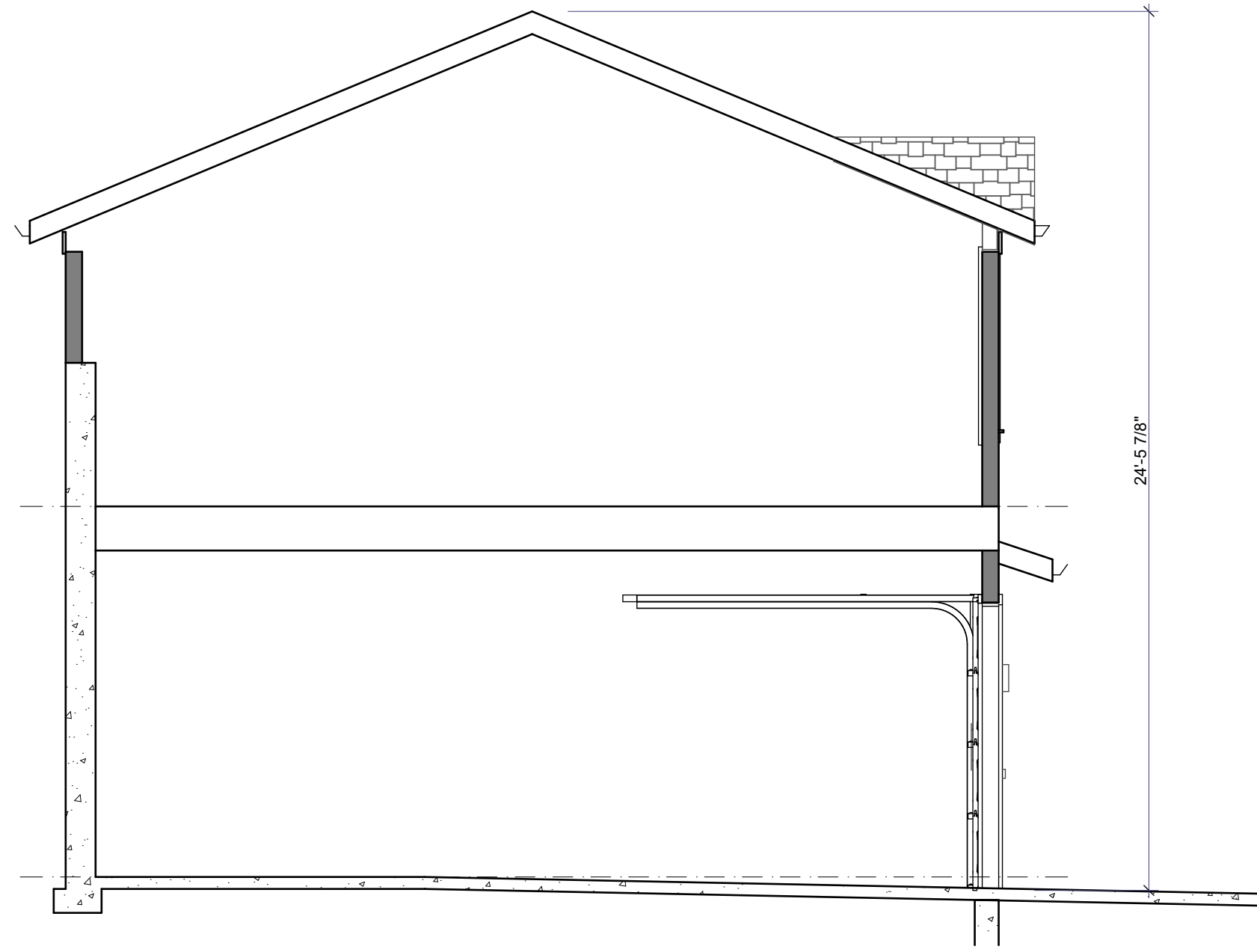
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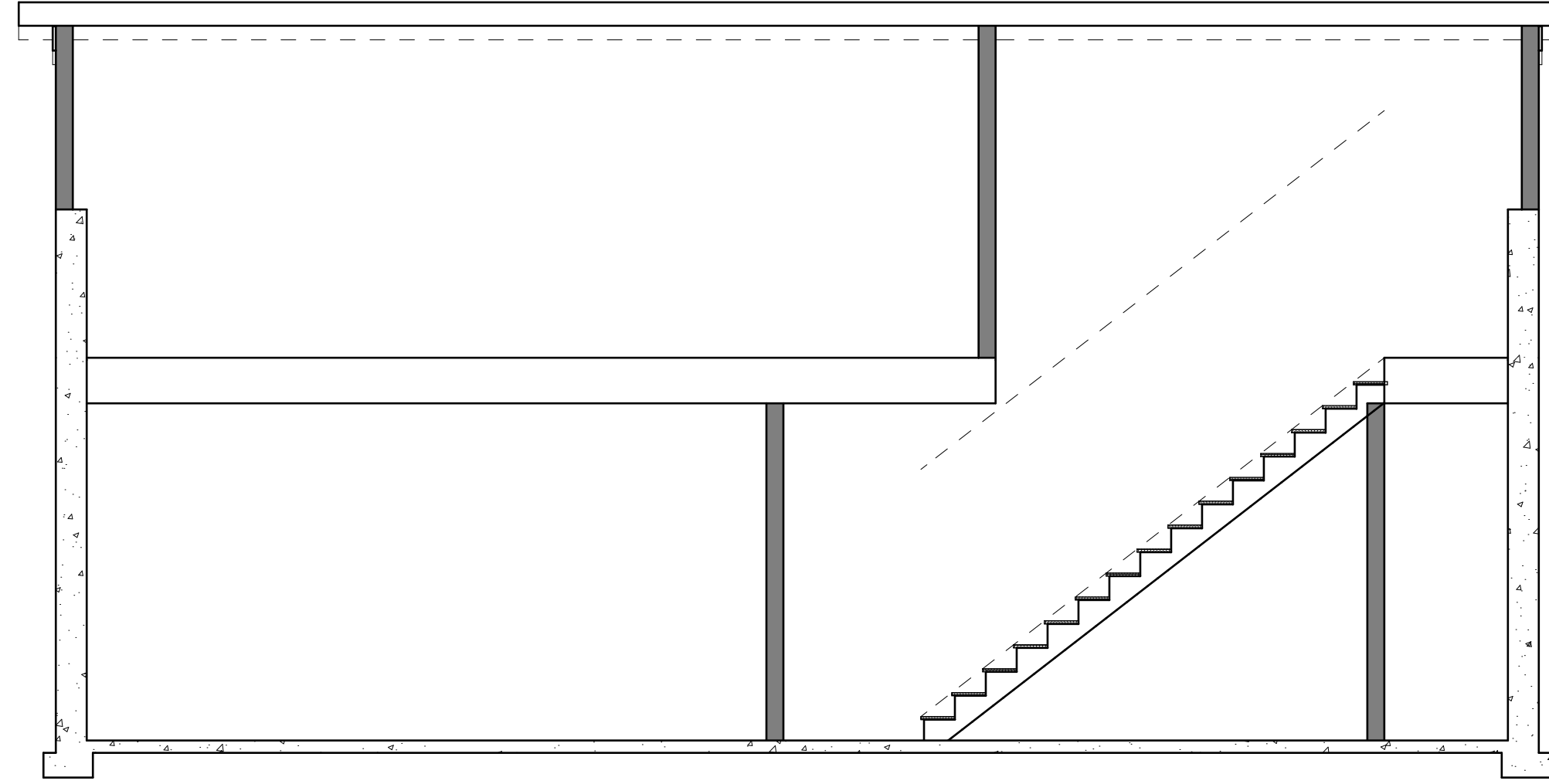
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ELEVATIONS

A3.0



1 BUILDING SECTION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'



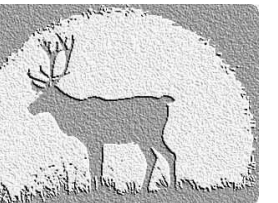
2 BUILDING SECTION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'

PRELIMINARY
DESIGN PLANS -
NOT FOR
CONSTRUCTION

LINKER GARAGE AND STORAGE
311 CHASE ST.
BLACK HAWK, CO

DATE	ISSUE
01/03/2023	PRELIMINARY

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BUILDING SECTIONS

A4.0

RESOLUTION 8-2023
A RESOLUTION TO
TEMPORARILY WAIVE
THE PAYMENT OF
CERTAIN ENUMERATED
OCCUPATIONAL TAXES
AS OTHERWISE IMPOSED
PURSUANT TO ARTICLE
IX OF CHAPTER 4 OF THE
BLACK HAWK
MUNICIPAL CODE

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

Resolution No. 8-2023

**TITLE: A RESOLUTION TO TEMPORARILY WAIVE THE PAYMENT OF CERTAIN
ENUMERATED OCCUPATIONAL TAXES AS OTHERWISE IMPOSED PURSUANT
TO ARTICLE IX OF CHAPTER 4 OF THE BLACK HAWK MUNICIPAL CODE**

WHEREAS, by the adoption of Senate Bill 22-032, the Colorado General Assembly purported to streamline the business license application process and the imposition, collection, and administration of sales and use taxes by eliminating the City's authority to impose business license fees on retailers that either do not have physical presence within the local taxing jurisdiction or have only incidental physical presence within the local taxing jurisdiction;

WHEREAS, the City also imposes certain occupational taxes on retailers including some that either do not have physical presence within the City or have only incidental physical presence within the City; and

WHEREAS, the City therefore desires to temporarily suspend the collection of occupational taxes on certain limited and enumerated businesses as set forth below that may also be impacted by Senate Bill 22-032.

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

Section 1. The City Council hereby resolves to temporarily waive and forego the payment of any occupational tax otherwise due and payable, limited to the occupational taxes payable under the following subsections set forth hereinbelow:

- A. Section 4-192(b)(2) – Vending Machines;
- B. Section 4-192(b)(4) – Deliveries;
- C. Section 4-192(b)(5) – Direct Selling Agencies;
- D. Section 4-192(b)(6) – Junk Dealers and Used Parts Dealers;
- E. Section 4-192(b)(7) – Auctioneers;
- F. Section 4-192(b)(9) – Commercial Rental Units;
- G. Section 4-192(b)(10) – Home Occupations;
- H. Section 4-192(b)(11) – Motion Picture Theaters;
- I. Section 4-192(b)(14) – Asphalt Production and Production of Commercial Concrete;
- J. Section 4-192(b)(15) – Restaurants;
- K. Section 4-192(b)(16) – Parking Lots;
- L. Section 4-192(b)(17) – Race Track;
- M. Section 4-192(b)(18) – Golf course;
- N. Section 4-192(b)(19) – Country Clubs
- O. Section 4-192(b)(20) – Kennels, Groomers, Pet Shops and Veterinary Clinics;
- P. Section 4-192(b)(21) – Banks, Financial Institutions and Lenders;

- Q. Section 4-192(b)(22) – Barber Shops, Spas and Beauty Salons;
- R. Section 4-192(b)(23) – Dry Cleaning;
- S. Section 4-192(b)(24) – Travel Agency; and
- T. Section 4-192(b)(25) – Liquor Licenses;

Section 2. This Resolution shall remain in effect until repealed or otherwise amended by the City Council.

RESOLVED AND PASSED this 25th day of January, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Temporary Waiver of Certain Occupational Taxes

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

MOTION TO APPROVE Resolution 8-2023, A Resolution to Temporarily Waive the Payment of Certain Enumerated Occupational Taxes as Otherwise Imposed Pursuant to Article IX of Chapter 4 of the Black Hawk Municipal Code.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In SB 22-032, the Colorado General Assembly purported to streamline the business license application process and the imposition, collection, and administration of sales and use taxes by eliminating the City's authority to impose business license fees on retailers that either do not have physical presence within the local taxing jurisdiction or have only incidental physical presence within the local taxing jurisdiction.

The City desires to temporarily suspend the collection of occupational taxes on certain limited and enumerated businesses as set forth in Resolution 8 that may also be impacted by Senate Bill 22-032.

AGENDA DATE: January 25, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [] Yes [] No [X] N/A

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann, City Attorney

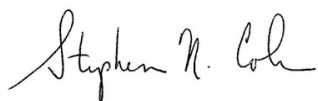
DOCUMENTS ATTACHED: Draft Resolution 8-2023

RECORD: [] Yes [X] No

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

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

REVIEWED BY:



Stephen N. Cole, City Manager

RESOLUTION 9-2023
A RESOLUTION
APPROVING THE WAIVER
OF WATER FEES FOR ONE
YEAR FOR THE RICK
THOMAS DISTILLERY
LOCATED ON LOT 7 OF
THE BLACK HAWK PARK
SUBDIVISION

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

Resolution No. 9-2023

**TITLE: A RESOLUTION APPROVING THE WAIVER OF WATER FEES FOR
ONE YEAR FOR THE RICK THOMAS DISTILLERY LOCATED ON LOT
7 OF THE BLACK HAWK PARK SUBDIVISION**

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

Section 1. Upon receipt of a water tap under Article II of Chapter 13 of the Black Hawk
Municipal Code, the City Council hereby determines as an economic development incentive to
waive the first twelve (12) monthly water service bills incurred by Rick Thomas Distillery as the
first artisan distillery to begin distilling spirits at Artisans' Point in the City of Black Hawk. The
waiver covers the Base Fee, Fire Sprinkler Fee, Restaurant Fee and any fees associated with
consumption.

RESOLVED AND PASSED this 25th day of January, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Waiver of Water Fees for Rick Thomas Distillery for one year.

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

MOTION TO APPROVE Resolution 9-2023, A Resolution Approving the Waiver of Water Fees for One Year for the Rick Thomas Distillery Located on Lot 7 of the Black Hawk Park Subdivision.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Economic development incentive.

AGENDA DATE: January 25, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [☐]Yes [☐]No [☒]N/A

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann, City Attorney

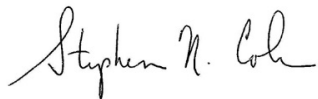
DOCUMENTS ATTACHED: Draft Resolution 9-2023

RECORD: [☐]Yes [☒]No

CoBH CERTIFICATE OF INSURANCE REQUIRED [☐]Yes [☒]No

CITY ATTORNEY REVIEW: [☒]Yes [☐]N/A

REVIEWED BY:



Stephen N. Cole, City Manager

RESOLUTION 10-2023
A RESOLUTION
APPROVING CERTAIN
SERVICE AGREEMENTS
FOR CALENDAR YEAR
2023

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

Resolution No. 10-2023

**TITLE: A RESOLUTION APPROVING CERTAIN SERVICE AGREEMENTS
FOR CALENDAR YEAR 2023**

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 Services Agreements for the Public Works Department, with the entities and for the services and not to exceed amounts set forth below (the “Agreements”), and authorizes the Mayor to sign the Agreements on behalf of the City.

<u>Entity</u>	<u>Service and (Not to Exceed Amount)</u>
Baseline Engineering Corp	Engineering (\$20,000)
Baseline Engineering Corp	Surveying (\$25,000)
Stolfus & Associates	Roadway/Traffic (\$25,000)
Terracon	Geotechnical (\$30,000)
Ostrander Consulting	Transit/Shuttle (\$40,000)
Grapes & Sons Excavating	Waterline Repair/General Excavation (\$50,000)
One-Way	Residential Trash Service (\$19,890)
LSI	Water Plants SCADA, Controls Programing (\$50,000)
LREWater	Water Rights Engineering & Accounting (\$500,000)
PEH	Architectural (\$30,000)
Coloring Colorado	Horticulture maintenance (\$35,690)
Frontier Fire	Fire Detection/Alarm system maintenance (\$23,125)
Sun Valley Electric	Water Plant Electrical Maintenance (\$25,000)

RESOLVED AND PASSED this 25th day of January, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 10-2023, a Resolution authorizing the Mayor to execute the annual On-Call Agreements for various service providers for Public Works.

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

MOTION TO APPROVE Resolution 10-2023, a Resolution approving certain Service Agreements for calendar year 2023

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Public Works Department utilizes several service providers to supplement City staff for items ranging from engineering to trash removal. The proposed service providers are listed below with NTE-unless modified by change order:

Baseline Engineering Corp	Engineering (\$20,000)
Baseline Engineering Corp	Surveying (\$25,000)
Stolfus & Associates	Roadway/Traffic(\$25,000)
Terracon	Geotechnical (\$30,000)
Ostrander Consulting	Transit/Shuttle (\$40,000)
Grapes & Sons Excavating	Waterline Repair/General Excavation (\$50,000)
One-Way	Residential Trash Service (\$19,890.00)
LSI	Water PlantsSCADA, Controls,Programing (\$50,000)
LREWater	Water Rights Engineering & Accounting (\$500,000)
PEH	Architectural (\$30,000)
Coloring Colorado	Horticulture maintenance (\$35,690)
Frontier Fire	Fire Detection/Alarm system maintenance(\$23,125)
Sun Valley Electric	Water Plant Electrical Maintenance (\$25,000)

AGENDA DATE: 1/25/2023

WORKSHOP DATE: 1/25/2023

FUNDING SOURCE: varies by project

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: TI/MR/JF/ES

DOCUMENTS ATTACHED: agreements

RECORD: ☐ Yes ☐ No

CoBH CERTIFICATE OF INSURANCE REQUIRED ☒ Yes ☐ No

CITY ATTORNEY REVIEW: ☐ Yes ☐ N/A

SUBMITTED BY:



Thomas Isbester, PublicWorks Director

REVIEWED BY:



Stephen N. Cole, City Manager

FOURTH ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT (the "Fourth Addendum") is made and entered into this _____ day of _____, by and between the City of Black Hawk, Colorado (hereinafter referred to as the "City") and **Baseline Engineering Corporation** (hereinafter referred to as "Consultant").

RECITALS:

A. On December 12, 2018 the City and Consultant entered into a Professional Services Agreement (the "Agreement") for **Engineering On-Call** services.

B. On January 22, 2020 the City and Consultant entered into the First Addendum to Professional Services Agreement (the "First Addendum").

C. On January 13, 2021 the City and Consultant entered into the Second Addendum to Professional Services Agreement (the "Second Addendum")

D. On January 12, 2022 the City and Consultant entered into the Third Addendum to Professional Services Agreement (the "Third Addendum")

E. The parties desire to further extend the Agreement with this Fourth Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Consultant shall provide to the City, the work as needed in the manner provided in this Fourth Addendum.

1. The contract term for the Agreement is hereby extended by this Fourth Addendum for one additional year, from January 1, 2023, through and including December 31, 2023.

2. Consultant shall perform all work as typically described in **Exhibit A** and as set forth in the Agreement in accordance with Consultant's rate schedule attached hereto as **Exhibit B**, and incorporated by this reference.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Consultant. The original Agreement, the First Addendum, the Second Addendum, the Third Addendum, and this Fourth Addendum constitute all of the agreements between the City and the Consultant.

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

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

CONSULTANT

By: _____
Noah J. Nemmers
Print Name

Engineering Division Manager 1/2/2023
Title Date

ATTEST:

By: Matthew R Tyburski
Matthew R Tyburski
Print Name
President 1/3/23
Title Date

EXHIBIT B
SCHEDULE OF CHARGES

Baseline for 2023

<u>Title</u>	<u>Reg Rate</u>	<u>City Rate</u>
Principal	\$240	\$216
Division Manager	\$214	\$192
Senior Project Manager, PE	\$199	\$179
Project Manager, PE	\$179	\$161
Project Engineer, PE II	\$158	\$142
Project Engineer, PE I	\$140	\$126
Project Engineer, EIT	\$130	\$117
Staff Engineer/Designer III	\$125	\$112
Staff Engineer/Designer II	\$117	\$105
Staff Engineer/Designer	\$110	\$100
CAD Technician I	\$107	\$96
Administrative	\$80	\$72
Field Inspector II	\$140	\$126
Field Inspector	\$119	\$107



Policy Number:

Date Entered: 05/24/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2022

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 RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, TX 75080	CONTACT NAME:	FAX (A/C, No): () -	
	PHONE (A/C, No, Ext): () -	E-MAIL ADDRESS:	
INSURED Baseline Engineering Corporation 112 N Rubey Drive, Suite 210 Golden, CO 80403	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Charter Oak Fire Insurance Co		25615
	INSURER B: Travelers Indemnity Company of CT		25682
	INSURER C: QBE Insurance Corporation		39217
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			680-1J167550	5/23/2022	5/23/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	Contractual Liability						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY			BA-7R996126	5/23/2022	5/23/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-5K267509	5/23/2022	5/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			ANE44712-03	5/23/2022	5/23/2023	Each Claim Aggregate	\$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is subject to all policy terms, conditions, exclusions and endorsements.

City of Black Hawk, its officers and employees as additional insureds on general liability as required by written contract but only as respects operations of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Black Hawk
P.O. Box 68
211 Church Street
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

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FIFTH ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT (the "Fifth Addendum") is made and entered into this _____ day of _____, by and between the City of Black Hawk, Colorado (hereinafter referred to as the "City") and **Baseline Engineering Corporation** (hereinafter referred to as "Consultant").

RECITALS:

- A. On November 10, 2017 the City and Consultant entered into a Professional Services Agreement (the "Agreement") for **Survey On-Call Services**.
- B. On November 26, 2018 the City and Consultant entered into the First Addendum to Professional Services Agreement (the "First Addendum").
- C. On January 22, 2020 the City and Consultant entered into the Second Addendum to Professional Services Agreement (the "Second Addendum").
- D. On January 13, 2021 the City and Consultant entered into the Third Addendum to Professional Services Agreement (the "Third Addendum").
- E. On January 12, 2022 the City and Consultant entered into the Fourth Addendum to Professional Services Agreement (the "Fourth Addendum").
- F. The parties desire to further extend the Agreement with this Fifth Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Consultant shall provide to the City, the additional work as needed in the manner provided in this Fifth Addendum.

- 1. The contract term for the Agreement is hereby extended by this Fifth Addendum for one additional year, from January 1, 2023, through and including December 31, 2023.
- 2. Consultant shall perform all work as set forth in the Agreement in accordance with Consultant'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 Consultant. The original Agreement, the First Addendum, the Second Addendum, the Third Addendum, The Fourth Addendum, and this Fifth Addendum constitute all of the agreements between the City and the Consultant.

EXHIBIT A
Schedule of Charges – 2023

<u>Description / Job Title</u>	<u>Regular Rate</u>	<u>City Rate</u>
Professional Land Surveyor	\$195	\$177
Survey Project Manager	\$165	\$152
Land Surveyor (crew chief office work)	\$130	\$115
Survey Crew	\$220	\$200
CAD Technician	\$115	\$100
Administrative	\$80	\$67

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

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

CONSULTANT

By: _____
AARON A. DEMO
Print Name

SURVEY DIVISION MANAGER
Title Date
12/21/22

ATTEST:
By: _____
DOUGLAS K. LANCASTER
Print Name

SURVEY PROJECT MANAGER 12.20.2022
Title Date



Policy Number:

Date Entered: 05/24/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2022

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 RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, TX 75080	CONTACT NAME:
	PHONE (A/C, No, Ext): () -
INSURED Baseline Engineering Corporation 112 N Rubey Drive, Suite 210 Golden, CO 80403	FAX (A/C, No): () -
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Charter Oak Fire Insurance Co
	INSURER B: Travelers Indemnity Company of CT
	INSURER C: QBE Insurance Corporation
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

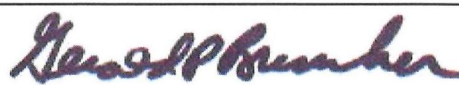
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680-1J167550	5/23/2022	5/23/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-7R996126	5/23/2022	5/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	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	N/A	UB-5K267509	5/23/2022	5/23/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			ANE44712-03	5/23/2022	5/23/2023	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is subject to all policy terms, conditions, exclusions and endorsements.

City of Black Hawk, its officers and employees as additional insureds on general liability as required by written contract but only as respects operations of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Black Hawk P.O. Box 68 211 Church Street 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 

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SEVENTH ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS SEVENTH ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT (the "Seventh Addendum") is made and entered into this _____ day of _____, _____ by and between the City of Black Hawk, Colorado (hereinafter referred to as the "City") and Stolfus and Associates, Inc. (hereinafter referred to as "Consultant").

RECITALS:

- A. On December 9, 2015 the City and Consultant entered into a Professional Services Agreement (the "Agreement").
- B. On January 11, 2017 the City and Consultant entered into the First Addendum to Professional Services Agreement (the "First Addendum").
- C. On December 13, 2017 the City and Consultant entered into the Second Addendum to Professional Services Agreement (the "Second Addendum").
- D. On December 12, 2018 the City and Consultant entered into the Third Addendum to Professional Services Agreement (the "Third Addendum").
- E. On January 22, 2020 the City and Consultant entered into the Fourth Addendum to Professional Services Agreement (the "Fourth Addendum").
- F. On January 13, 2021 the City and Consultant entered into the Fifth Addendum to Professional Services Agreement (the "Fifth Addendum").
- G. On January 12, 2022 the City and Consultant entered into the Sixth Addendum to Professional Services Agreement (the "Sixth Addendum").
- H. The parties desire to further extend the Agreement with this Seventh Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Consultant shall provide to the City, the additional work as needed in the manner provided in this Sixth Addendum.

- 1. The contract term for the Agreement is hereby extended by this Seventh Addendum for one additional year, from January 1, 2023, through and including December 31, 2023.
- 2. Consultant shall perform all work as set forth in the Agreement in accordance with Consultant'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 Consultant. The original Agreement, the First Addendum, the Second Addendum, the Third Addendum, the Fourth Addendum, the Fifth Addendum, the Sixth Addendum, and this Seventh Addendum constitute all of the agreements between the City and the Consultant.

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

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

CONSULTANT

By: Elizabeth B. Stoltus
Elizabeth B. Stoltus
Print Name

President 12/15/2022
Title Date

ATTEST:

By: [Signature]

Stephan Mystkowski
Print Name
Senior Engineer 12/15/22
Title Date



2023 STANDARD HOURLY RATES

Professional Services

Principal-President	\$245/hr
Professional Engineer 5	\$215/hr
Professional Engineer 4	\$200/hr
Professional Engineer 3	\$195/hr
Professional Engineer 2	\$170/hr
Professional Engineer 1	\$155/hr
Engineering Intern 3	\$140/hr
Engineering Intern 2	\$135/hr
Engineering Intern 1	\$130/hr
Engineering Student Intern	\$ 75/hr
Office Manager	\$105/hr
Staff Accountant	\$105/hr
Administrative Assistant 1	\$ 80/hr
Expert Witness Services*	
Expert Witness (Principal-President)	\$500/hr
Expert Witness (PE-5)	\$400/hr

*includes deposition testimony, courtroom appearances, transcript review, etc.

Outside Consultants

at cost

Other Direct Costs

Mileage	at Standard Federal Rate
Outside reproduction	at cost
Other expenses	at cost

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/19/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500		CONTACT NAME: Leticia Ortiz PHONE (A/C, No, Ext): 800 873-8500 E-MAIL ADDRESS: leticia.ortiz@usi.com FAX (A/C, No):																						
INSURED Stolfus & Associates, Inc. 5690 DTC Boulevard Suite 330W Greenwood Village, CO 80111		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B :</td> <td>Sentinel Insurance Company Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER C :</td> <td>XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Hartford Casualty Insurance Company	29424	INSURER B :	Sentinel Insurance Company Ltd.	11000	INSURER C :	XL Specialty Insurance Company	37885	INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER D :																								
INSURER E :																								
INSURER F :																								

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	34SBWPD4904	10/01/2022	10/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X X	34SBWPD4904	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X X	34SBWPD4904	10/01/2022	10/01/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X N/A	34WEGBS5226	10/01/2022	10/01/2023	<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
C	Professional Liability Claims Made		DPR995002995	10/01/2022	10/01/2023	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella/Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Black Hawk 987 Miners Mesa Road P. O. 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 
--	---

DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella/Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: City of Black Hawk On-Call Transportation Engineering Services.
Additional Insured Includes: City of Black Hawk.

FOURTH ADDENDUM TO THE AGREEMENT FOR PROFESSIONAL SERVICES

THIS FOURTH ADDENDUM TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Fourth Addendum") is made and entered into this ____ day of _____, 20____, by and between the City of Black Hawk, Colorado (hereinafter referred to as the "City") and Terracon Consultants, Inc. (hereinafter referred to as the "Contractor").

RECITALS

- A. On December 12, 2018, the City and Contractor entered into an Agreement for Professional Services (the "Agreement").
- B. On January 22, 2020, the City and Contractor executed a First Addendum to extend the Agreement by one year (the "First Addendum").
- C. On January 13, 2021, the City and Contractor executed a Second Addendum to extend the Agreement by one year (the "Second Addendum").
- D. On January 12, 2022, the City and Contractor executed a Third Addendum to extend the Agreement by one year (the "Third Addendum").
- E. The parties desire to extend the Agreement with this Fourth 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 Fourth Addendum.

- A. The contract term for the Agreement is hereby extended by this Fourth Addendum for one additional year, from January 1, 2023 through December 31, 2023.
- B. Contractor shall complete the scope of services as described in **Exhibit A**, attached hereto and incorporated herein by this reference. Compensation shall not exceed Thirty thousand dollars (\$30,000) for the work described in **Exhibit A**.
- C. Contractor shall perform all work as set forth in the Agreement in accordance with Contractor's rate schedule as described in **Exhibit B**, attached hereto and incorporated herein by this reference.
- D. The original Agreement is in full force and effect and is hereby ratified by 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, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

TERRACON CONSULTANTS, INC.

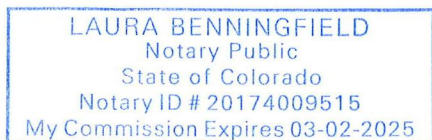
By: _____
Its: Vice President

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
20th day of December, 2022, by
Mat Fielding as the Vice President
Terracon Consultants Inc of

My commission expires: March 2, 2022

(S E A L)



Laura Benningfield
Notary Public

EXHIBIT A

SCOPE OF SERVICES

2023 On-Call Geotechnical Services

Services and responsibilities may include, but not necessarily be limited to, the following:

Subsurface exploration and geotechnical analysis. Contractor shall have expertise and equipment as necessary to examine existing site conditions and prepare complete geotechnical recommendations and reports.

Materials testing. Contractor shall have ready access to a laboratory equipped to provide all material testing associated with general construction.

Pavement design and analysis. The City may request the Contractor to design full-depth asphalt, concrete, and composite pavement sections. Contractor shall evaluate existing pavements and recommend rehabilitative procedures.

Retaining wall and foundation design recommendations. Contractor shall collaborate with the City-retained structural engineer to evaluate and provide recommendations for retaining walls, building foundations, and other similar structures.

Construction inspection. Contractor shall provide qualified personnel to inspect general construction and paving projects.

Rock excavation and stabilization. Contractor shall provide recommendations for rock removal, which may include preparation of drilling and blasting specifications. Contractor shall evaluate rock stability and recommend various rock stabilization methods as necessary.

Opinions of probable construction costs. Contractor shall estimate and/or review geotechnical-related construction costs.

Meeting attendance. The City may request the Contractor to provide competent engineering and technician personnel at one-time or regular meetings during construction projects.

Contractor shall retain qualified in-house personnel, including licensed Professional Engineers and Geologists, to perform the above Scope of Work.

City of Black Hawk

2023 On-Call Geotechnical Services

Reimbursement Schedule for Geotechnical Engineering
and Materials Services

December 15, 2022



10625 W I-70 Frontage Rd. N., Ste. 3
Wheat Ridge, Colorado, 80033
P (303) 423-3300

Nationwide
[Terracon.com](https://www.terracon.com)

- Environmental
- Facilities
- Geotechnical
- Materials

City Of Black Hawk 2023 On-Call Geotechnical Services

REIMBURSEMENT SCHEDULE Geotechnical Engineering and Materials Services*

Personnel	Rate (\$)
Subject Matter Expert	225.00/hr
Authorized Project Reviewer (APR)	205.00/hr
Department Manager	175.00/hr
Project Engineer	155.00/hr
Senior Project Manager	145.00/hr
Staff Engineer	100.00/hr
Structural Steel Inspector	90.00/hr
Senior Engineering Technician	70.00/hr
CADD/Drafting	60.00/hr
Special Inspector	70.00/hr
Engineering Technician (concrete, soils and asphalt)	65.00/hr
Note: An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on same day calls, Saturday, Sunday and Terracon recognized Holidays. All charges are portal to portal. A minimum charge of 3 hours will be incurred for field work excluding sample pick-up.	

Laboratory Testing	Rate (\$)
Atterberg Limits	90.00/ea
Sieve Analysis (washed)	90.00/ea
-200	40.00/ea
One Point Check	71.00/ea
Proctor D-698 Moisture-Density Relationships	180.00/ea
Proctor D-1557 Moisture-Density Relationships	200.00/ea
Moisture Content.	10.00/ea
Dry Density	10.00/ea
Swell-Consolidation	75.00/ea
Unconfined Compression	75.00/ea
Remolded Unconfined Compression (proctor not included)	150.00/ea
R-Value	375.00/ea
Soluble Sulfate	25.00/ea
pH	10.00/ea
Resistivity	55.00/ea
Corrosivity (includes soluble sulfate and pH)	65.00/ea
Concrete Compressive Strength	18.00/ea
Mortar/Grout Compressive Strength	18.00/ea
Masonry Prism Compressive Strength	65.00/ea
Gyratory Compaction	180.00/ea
Asphalt Content/Gradation	180.00/ea
Maximum Theoretical Density	180.00/ea
Thickness/Density	30.00/ea

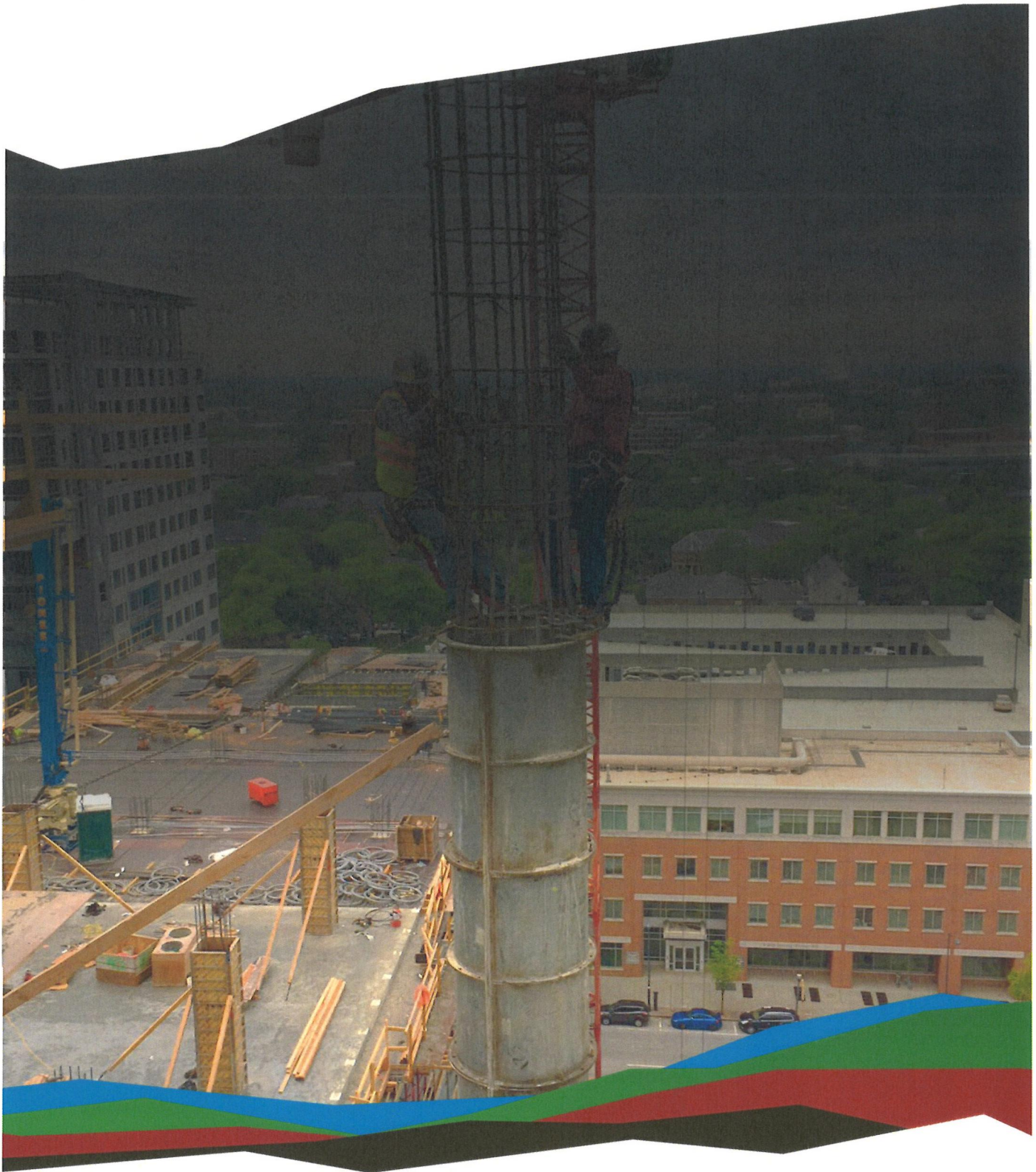
City Of Black Hawk 2023 On Call Geotechnical Services

REIMBURSEMENT SCHEDULE Geotechnical Engineering and Materials Services*

Equipment	Rate (\$)
Private Utility Clearance	110.00/hr (2 hour minimum)
Drill Rig Mobilization and Drilling	250.00/hr
Drill Rig (4" solid stem)	180.00/hr
Drill Rig Equipment Fee (Truck Rig)	50.00/hr
Drill Rig Equipment Fee (ATV Rig)	60.00/hr
Floor Flatness/Floor Levelness Testing	400.00/trip
Ultrasonic Testing (UT) Equipment	125.00/day
Magnetic Particle Testing (MT) Equipment	75.00/day
Mileage	0.70/mi
Material Report Preparation & Review	40.00/report
Outside services	At cost + 20%

MBF
MR

**Project-specific fees for geotechnical explorations, laboratory testing schedules and analyses/reports shall be provided on a per-project basis via specific geotechnical proposals and lump sum budgets once project specifics have been provided to Terracon.*



CONTACT:

Daniel E. Redman
Senior Project Manager
D (303) 454-5243
M (303) 994-0174
Dan.Redman@Terracon.com



Nationwide
Terracon.com

- Environmental
- Facilities
- Geotechnical
- Materials



CERTIFICATE OF LIABILITY INSURANCE

4/1/2023

DATE (MM/DD/YYYY)

3/4/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1312893 TERRACON CONSULTANTS, INC. 10625 WEST I-70 FRONTAGE ROAD NORTH WHEAT RIDGE CO 80033	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Company of America		25674
	INSURER B: The Travelers Indemnity Company		25658
	INSURER C: Allied World Assurance Company (U.S.) Inc.		19489
	INSURER D: Lexington Insurance Company		19437
	INSURER E:		
INSURER F:			

COVERAGES * **CERTIFICATE NUMBER:** 15164451 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	TC2J-GLSA-9P529930	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-131J3858.	1/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A B	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 N	N/A	UB-1T88663A-22 (AOS) UB-1T885681 (AZ,MA,WI)	4/1/2022 4/1/2022	4/1/2023 4/1/2023	<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
C D	CONTRACTORS POLLUTION LIAB PROFESSIONAL LIABILITY	N	N	0312-6506 26030216	1/1/2021 1/1/2022	4/1/2023 4/1/2023	\$10,000,000 EACH OCCURRENCE/AGGREGATE \$1,000,000 EACH CLAIM/\$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2018 ON CALL GEOTECHNICAL ENGINEERING AND TESTING SERVICES AGREEMENT. CITY OF BLACK HAWK, THE CITY AND THE CITY'S OFFICERS, EMPLOYEES, AND CONSULTANTS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

15164451
CITY OF BLACKHAWK
ATT: CITY CLERK
PO BOX 68
BLACK HAWK CO 80422-0068

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Black Hawk, hereinafter referred to as "City" and Ostrander Consulting, Inc. whose address is 1250 Humboldt, Unit 1401, Denver, CO 80218 hereinafter referred to as "Consultant" as follows:

1. **SERVICES TO BE PERFORMED BY CONSULTANT.** Consultant shall perform the following: instruction and/or services during the days and times, and at the location, as more particularly described in Attachment "A", which is attached hereto and incorporated herein and made a part hereof by this reference.
- 2.
3. **TERM.** The term of this Agreement shall commence on the 1st day of January, 2023 and shall terminate on the 31st day of December, 2023 unless earlier terminated pursuant to Section 9 herein.
- 4.
5. **COMPENSATION.** In consideration of the performance of the instruction and/or services provided herein, Consultant shall receive compensation as provided through the rate schedule listed in Attachment "A" but not to Exceed Forty Thousand Dollars (\$40,000) unless otherwise approved.
- 6.
7. **METHOD OF PAYMENT.** The compensation provided in Section 3 shall be paid by the City to Consultant upon filing of an invoice specifying the services provided.
- 8.
9. **EQUIPMENT, MATERIALS AND SUPPLIES.** Unless otherwise agreed by the City, Consultant shall acquire, provide, maintain and repair at Consultant's sole cost and expense such equipment, materials, supplies, etc., as necessary for the proper conduct of the aforesaid instruction and/or services.
- 10.
11. **COMPLIANCES.** In the conduct of the instruction and/or services contemplated hereunder, Consultant shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the City or its designated representatives.
- 12.
13. **INDEPENDENT CONSULTANT.** Consultant agrees that he/she is an independent consultant and that accordingly neither he she nor his employees are covered by the City's workers' compensation policy, or any other worker's compensation policy.
- 14.
15. **HOLD HARMLESS.** Consultant, to the fullest extent permitted by law, shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all loss, damage, injuries, claims, or causes of action, or any liability of any kind whatsoever resulting from, arising out of or in connection with the instruction and/or services provided by Consultant pursuant to this agreement.
- 16.

17. **TERMINATION.** The City shall have the right to terminate this Agreement upon three (3) days notice, if Consultant fails to comply with the terms and conditions set forth in this Agreement.

18.

19. **ASSIGNMENT.** Consultant shall not assign or otherwise transfer this Agreement or any rights or obligations therein, without first receiving prior written consent of the City.

20.

21. **INSURANCE.** Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive or personal injury liability policies, and in that regard, Consultant agrees to provide insurance coverage on behalf of the Consultant, that will sufficiently protect Consultant, or his agents, servants and employees, in connection with the services which are to be provided by Consultant pursuant to this Agreement.

22.

23. CONTRACT INTERPRETATION

- No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.
- This is a completely integrated Agreement and contains the entire Agreement of the parties, and any prior written or oral agreement which are different from the terms, conditions and provisions of this Agreement shall be of no effect and shall not be binding upon either party.
- This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided that neither party may assign its rights hereunder without the previous written consent of the other party which shall not be unreasonably withheld.
- Notice required or permitted to be given hereunder (including any notice of change of address) shall be considered delivered when hand-delivered or when mailed, by United States mail, first-class postage paid, as follows:

1.

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

Consultant:
Amy Ostrander
Ostrander Consulting, Inc.
1250 Humboldt, Unit 1401
Denver, CO 80218

All notices so given shall be considered effective when delivered by hand-delivery, or in writing, as stated above.

- This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute a single agreement.
- This Agreement is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written opposite their respective signatures.

COLORADO

CITY OF BLACK HAWK,

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, cmc
City Clerk

CONSULTANT

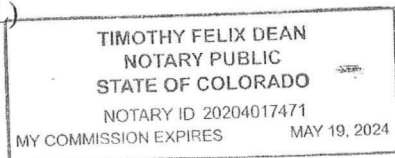
By: Amy Ostrander for
Ostrander Consulting Inc.

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 22 day of November, 2022, by Amy Ostrander.

My commission expires: May 19, 2024

(SEAL)



[Signature]
Notary Public



OSTRANDER CONSULTING INC.
DEFINING TRANSPORTATION SOLUTIONS

Amy Ostrander

1250 Humboldt Unit 1401 Denver, CO 80218
Voice 720.855.7404 Fax 720.855.8984
E-mail aostranderconsulting@msn.com

City of Black Hawk
On-Call Technical Assistance to Support City Transit Service for 2023

Ostrander Consulting, Inc. focuses on defining solutions for rural, resort, and specialized transportation services. Ostrander Consulting, Inc., led by principal Amy Ostrander, combines a strong educational and professional background in transportation with significant operations experience.

Technical Assistance will be provided to the City of Black Hawk in the area following areas to support City transit services:

<i>Area</i>
Marketing/advertising support
Passenger service improvement/rider surveys
Operational planning
Risk management and safety
Strategic planning
Maintenance management and capital replacement
State and federal regulatory compliance
Grants application/management
Contract provider oversight
Other planning areas as directed
Other technical assistance as directed

Consultant Service Fee Schedule

Technical Assistance	Ostrander	\$175.00/hour
Marketing Assistance	Contract	\$50.00/hour

(Brochure Distribution/Survey Work/Other as Assigned)

Reimbursable expenses must be accompanied by proof of payment.

No work will be commenced without authorization of the City of Black Hawk Staff. This service will be provided on-call only. The City of Black Hawk has no commitment for any minimum level of work or time frame for requesting assistance.

November 22, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2022

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.

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PRODUCER	INSURANCE GROUP OF COLORADO LLC 1113 East Alameda Avenue Denver, CO 80209	CONTACT NAME: DAVE MECHLING OR JP DIZEREGA PHONE (A/C, No, Ext): (303) 778-7811 FAX (A/C, No): (303) 778-8991 E-MAIL ADDRESS: dave@compsrvs.com or jp@compsrvs.com
	INSURER(S) AFFORDING COVERAGE	
INSURED	OSTRANDER CONSULTING, INC. 1250 HUMBOLDT STREET UNIT 1401 DENVER, CO 80218	INSURER A: HARTFORD INSURANCE COMPANY
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
1	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input type="checkbox"/> MOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			34 SBA AP8EJJ	2/12/2022	2/12/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF BLACK HAWK IS INCLUDED AS ADDITIONAL INSURED AS REQUIRED PER WRITTEN CONTRACT WITH RESPECTS TO THE GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER	CANCELLATION
CITY OF BLACK HAWK ATTENTION : PUBLIC WORKS PO BOX 68 BLACK HAWK, COLORADO 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

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FIRST ADDENDUM TO THE AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST ADDENDUM TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("First Addendum") is made and entered into this 12 day of January, 2022, by and between the City of Black Hawk, Colorado (hereinafter referred to as the "City") and Grapes & Sons Excavating (hereinafter referred to as the "Contractor").

RECITALS

- A. On January 12, 2022, the City and Contractor entered into an Agreement for Professional Services (the "Agreement").
- B. The parties desire to extend the Agreement with this First 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 First Addendum.

- A. The contract term for the Agreement is hereby extended by this First Addendum for one additional year, from January 1, 2023 through December 31, 2023.
- B. Contractor shall complete waterline repair and general excavation services as requested by the City in accordance with Contractor's rate schedule as described in **Exhibit A**, attached hereto and incorporated herein by this reference. Compensation shall not exceed Fifty thousand dollars (\$50,000).
- C. The original Agreement is in full force and effect and is hereby ratified by 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, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

GRAPES & SONS EXCAVATING

By: Holly Grapes
Its: HOLLY GRAPES MANAGER

STATE OF COLORADO)
COUNTY OF Gulpin) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
2nd day of January, 2023, by
Holly Grapes as the Manager
Grapes & Sons Excavating.

My commission expires: 10-24-2024

(SEAL)

Kyla Crawford
Notary Public

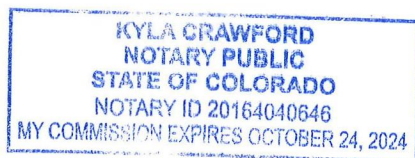


EXHIBIT A

Machine Hourly Rates: 2023

Case 350 Excavator	@ \$260.00 per hr
Case 245 Excavator	@ \$230.00 per hr
w/hammer	@ \$265.00 per hr
Case 210 Excavator	@ \$225.00 per hr
w/hammer	@ \$265.00 per hr
Case 9040 - 60,000 pound Excavator	@ \$210.00 per hr
Case 160C - 40,000 Pound Excavator	@ \$185.00 per hr
w/hammer	@ \$245.00 per hr
Yanmar SV100 - 20,000 Pound Excavator	@ \$170.00 per hr
w/Hydro Hammer	@ \$210.00 per hr
Case 60 Mini Excavator	@ \$140.00 per hr
w/Hammer	@ \$170.00 per hr
Yanmar Vio 35 Mini Excavator	@ \$ 115.00 per hr
Case 821 Loader Rubber tires	@ \$210.00 per hr
Case Track Skid Steer	@ \$120.00 per hr
w/masticator	@ \$175.00 per hr
Case 1150 Dozer	@ \$210.00 per hr
3½ yard 953 Crawler Loader	@ \$160.00 per hr
54" Smooth Drum Roller Compactor	@ \$ 110.00 per hr
Cat Double Drum Roller	@ \$ 100.00 per hr
Wacker Remote Control Walk - Behind Compactor	@ \$ 95.00 per hr
Jumping Jack	@ \$ 85.00 per hr
Plate Compactor	@ \$ 85.00 per hr
Chop Saw	@ \$ 75.00 per hr
Manual Labor	@ \$ 55.00 per hr
Supervisor	@ \$ 70.00 per hr

Machine Hourly Rates: 2023

<u>John Deer 770 Grader</u>	<u>@ \$165.00 per hr</u>
<u>Chipper</u>	<u>@ \$120.00 per hr</u>
<u>Lowboy</u>	<u>@ \$ 135.00 per hr</u>
<u>Side dump</u>	<u>@ \$ 140.00 per hr</u>
<u>Tandem Dump Truck</u>	<u>@ \$ 125.00 per hr</u>
<u>Triaxle Dump Truck</u>	<u>@ \$ 130.00 per hr</u>
<u>Air Compressor and Jack Hammer</u>	<u>@ \$ 185.00 per hr</u>
<u>Hammer Drill</u>	<u>@ \$ 75.00 per hr</u>
<u>Ground Thaw Machine</u>	<u>To be determined per project</u>

Note: If we outsource trucking and use a sub-contractor it will be per their hourly rate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2023

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: RM Denver PHONE (A/C, No, Ext): 303-740-8101 E-MAIL ADDRESS: coservicemanager@truenorthcompanies.com FAX (A/C, No): 303-740-8019
INSURED Grapes & Sons Excavating 15003 Highway 119 Black Hawk CO 80422	INSURER(S) AFFORDING COVERAGE INSURER A: Pinnacol Assurance INSURER B: Selective Insurance Company of America INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1786259096**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 type="checkbox"/> LOC OTHER:			S 2501123	11/1/2022	11/1/2023	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 \$
	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	11/1/2022	11/1/2023	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S 2501123	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	4233765	11/1/2022	11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Black Hawk and the City's officers, employees and contractors 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

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SEVENTH ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS SEVENTH ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT (the "Seventh Addendum") is made and entered into this _____ day of 202____, by and between the City of Black Hawk, Colorado (hereinafter referred to as the "City") and One Way, Inc. (hereinafter referred to as "Contractor").

RECITALS:

A. On December 9, 2015 the City and Contractor entered into a Professional Services Agreement (the "Agreement").

B. On January 11, 2017 the City and Contractor entered into the First Addendum to Professional Services Agreement (the "First Addendum").

C. On December 28, 2017 the City and Contractor entered into the Second Addendum to Professional Services Agreement (the "Second Addendum").

D. On January 23, 2019 the City and Contractor entered into the Third Addendum to Professional Services Agreement (the "Third Addendum").

E. On January 22, 2020 the City and Contractor entered into the Fourth Addendum to Professional Services Agreement (the "Fourth Addendum").

F. On January 13, 2021 the City and Contractor entered into the Fifth Addendum to Professional Services Agreement (the "Fifth Addendum").

G. On January 12, 2022 the City and Contractor entered into the Sixth Addendum to Professional Services Agreement (the "Sixth Addendum").

H. The parties desire to further extend the Agreement with this Seventh 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 Seventh Addendum.

1. The contract term for the Agreement is hereby extended by this Seventh Addendum for one additional year, from January 1, 2023, through and including December 31, 2023.

2. Contractor shall perform all work as set forth in the 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, the First Addendum, the Second Addendum, the Third Addendum, the Fourth Addendum, the Fifth Addendum, the Sixth Addendum, and this Seventh 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, City Clerk
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

CONTRACTOR

By: One Way (Angel Montoya)
Angel Montoya
Print Name

Director
Title Date

ATTEST:

By: Angel Montoya
Angel Montoya
Print Name
Director
Title Date

EXHIBIT A

One Way, Inc.
101 Martin St
Longmont CO 80501

DBA One Way Trash
DBA One Way Disposal



Monday, September 19, 2022

RECEIVED

SEP 27 2022

CITY OF BLACK HAWK
PUBLIC WORKS

CITY OF BLACK HAWK
ATTN PUBLIC WORKS
P.O. BOX 68
BLACK HAWK CO 80422

Account No.: 10477

RE: Notice of Rate Increase

Effective Date: 01/01/2023

Dear City of Black Hawk,

As the beginning of the new year approaches, we have revisited the cost of hauling material in your area. Based upon our review, rates in your area will increase as of January 1, 2023.

Since 1993, One Way has brought our community reasonable prices on quality service. We realize that increases in prices may impact your business, but we assure you that this increase is absolutely necessary to cover the cost of collection. We hope to continue our excellent relationship with our clients, and assure you that we will continue to offer our customers superior customer service.

Thank you for your ongoing support and understanding that this increase means that we can continue to maintain our superior standard of service for the coming year.

The rates for 65 customers within the City of Black Hawk are as follows:

\$25.50 per resident for weekly collection of 128 gallons trash

\$1657.50/month to be billed to the City of Black Hawk

Residents will continue to be responsible for any additional services not covered by the City of Black Hawk.

For inquiries, suggestions, and concerns regarding this increase or our service, do not hesitate to contact customer service at 303-823-0556 or onewaytrash@aol.com. We have staff available Monday – Friday 8:00 am – 4:00 pm to assist you with your account.

Sincerely,
Angel Montoya
Director of Operations
One Way, Inc.
(303) 823-0556
Cell: (720) 723-0796
Email: Allison.westfall@onewaytrash.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2021

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

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

PRODUCER Brown & Brown of Colorado, Inc. 4532 Boardwalk Dr., Suite 200 Fort Collins CO 80525		CONTACT NAME: Brittnay Lefferts PHONE (A/C, No, Ext): (970) 482-7747 FAX (A/C, No): (970) 484-4165 E-MAIL ADDRESS: certificates@bbcolorado.com	
INSURED One Way, Inc. dba One Way Trash 101 Martin St. Longmont CO 80501		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Western Insurance Company INSURER B: CopperPoint Western Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 22/23 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA3182588-24	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPA3182588-24	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A		1020268	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Blackhawk and its officers and employees are additional insureds per forms and conditions on page 2.

CERTIFICATE HOLDER**CANCELLATION**

City of Blackhawk Director of Public Works PO Box 68 Blackhawk 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

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AGENCY CUSTOMER ID: 00312982

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

Y Brown & Brown of Colorado, Inc.		NAMED INSURED One Way, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

If required in a written contract, the following forms apply:

Blanket Additional Insured CLCG0492

Primary/Noncontributory CG2001

Auto:

Blanket Additional Insured - Completed Operations CG2037

Blanket Waiver of Subrogation CLCG0492

Blanket Additional Insured CW3468

General Liability:

Blanket Waiver of Subrogation CW3468

SEVENTH ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS SEVENTH ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT (the "Seventh Addendum") is made and entered into this _____ day of _____ 2023, by and between the **City of Black Hawk**, Colorado (hereinafter referred to as the "City") and **Logical Systems, Inc.**, (hereinafter referred to as "Contractor").

RECITALS:

- A. On January 27, 2016 the City and Contractor entered into a Professional Services Agreement (the "Agreement").
- B. On January 18, 2017 the City and Contractor entered into the First Addendum to Professional Services Agreement (the "First Addendum").
- C. On December 13, 2017 the City and Contractor entered into the Second Addendum to Professional Services Agreement (the "Second Addendum").
- D. On December 13, 2018 the City and Contractor entered into the Third Addendum to Professional Services Agreement (the "Third Addendum").
- E. On January 22, 2020 the City and Contractor entered into the Fourth Addendum to Professional Services Agreement (the "Fourth Addendum").
- F. On January 13, 2021 the City and Contractor entered into the Fifth Addendum to Professional Services Agreement (the "Fifth Addendum").
- G. On January 12, 2022 the City and Contractor entered into the Sixth Addendum to Professional Services Agreement (the "Sixth Addendum").
- H. The parties desire to further extend the Agreement with this Seventh 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 Seventh Addendum.

- 1. The contract term for the Agreement is hereby extended by this Seventh Addendum for one additional year, from January 1, 2023, through and including December 31, 2023.
- 2. Contractor shall perform all work as set forth in the 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, the First Addendum, the Second Addendum, the Third

Addendum, the Fourth Addendum, the Fifth Addendum, the Sixth Addendum and this Seventh 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, City Clerk
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

LOGICAL SYSTEMS, Inc.

By: Patience Taylor Moore
Patience Taylor Moore
Print Name
Director of Legal Services 01/05/2023
Title Date

ATTEST:

By: Stacey Wolff
Stacey Wolff
Print Name
Notary 1-5-23
Title Date

**LOGICAL SYSTEMS, LLC.**

2756 Appling Center Cove

Memphis, TN 38133

PH: (901) 377-5574 FAX: (901) 377-1812

LSI Standard Rate Sheet**Effective January 1, 2023 through December 31, 2023**

Classification / Title	Hourly Rate
Engineer	
Intern	\$ 43.00
Level I	\$ 98.00
Level II	\$ 120.00
Level III	\$ 135.00
Level IV / Senior	\$ 149.00
Level V / Lead	\$ 165.00

Controls Engineer / DCS Programmer	
Level I	\$ 100.00
Level II	\$ 123.00
Level III	\$ 138.00
Level IV / Senior	\$ 154.00
Level V / Lead	\$ 169.00

Process Engineer	
Level I	\$ 105.00
Level II	\$ 127.00
Level III	\$ 142.00
Level IV / Senior	\$ 161.00
Level V / Lead	\$ 181.00

ICS / OT Networking & Cybersecurity	
Level I	\$ 176.00
Level II	\$ 194.00
Level III	\$ 220.00
Level IV	\$ 250.00

Data Intelligence / MES	
Level I	\$ 158.00
Level II	\$ 176.00
Level III	\$ 193.00
Level IV / Senior	\$ 220.00

Project Manager / Construction Manager	
Level I	\$ 115.00
Level II	\$ 132.00
Level III	\$ 149.00
Level IV / Senior	\$ 162.00
Level V / Lead	\$ 175.00

Classification / Title	Hourly Rate
Designer / Controls Technician	
Level I	\$ 99.00
Level II	\$ 110.00
Level III / Senior	\$ 126.00
Level IV / Lead	\$ 138.00

Field Engineer / Controls Specialist	
Level I	\$ 97.00
Level II	\$ 108.00
Level III	\$ 123.00
Level IV	\$ 139.00
Level V / Lead	\$ 146.00

CADD Specialist	
Level I	\$ 47.00
Level II	\$ 72.00
Level III	\$ 81.00
Level IV	\$ 94.00

Safety Coordinator	\$ 88.00
Safety Professional	\$ 119.00

Principal Engineer / Engineering Manager	\$ 190.00
Executive Engineer	\$ 230.00

Project Support	
Level I / Clerical	\$ 43.00
Level II / Project Admin	\$ 58.00

Project Contracts / Procurement Specialist	
Level I	\$ 82.00
Level II	\$ 102.00
Level III	\$ 123.00

Fabrication / Field Technician	
Level I	\$ 54.00
Level II	\$ 65.00
Level III	\$ 76.00
Level IV	\$ 88.00

Service Call Support (Minimum 4hrs)	\$ 250.00
--	-----------

Over eight hours in 24-hour period.....1.5 times the hourly rate.

Over 40 hours in 5 days.....1.5 times the hourly rate.

National holiday and Sunday.....2.0 times the hourly rate.

- No overtime without customer approval.
- Travel time will be billed at the regular rate portal to portal
- Auto mileage billed at the IRS set amount.
- If an employee is required to be on site in excess of 2 weeks, normal expenses will include round trip transportation home once every two weeks
- In addition to the above hourly rates LSI will also charge 1.5% of the open invoice amount every 30th day from the invoice due date. Invoices shall be considered open until good funds are received by LSI. Notwithstanding any provisions in the contract or subsequent purchase orders to the contrary, LSI shall be allowed to assess and collect these charges on all projects to which this rate sheet is agreed to as part of the proposal or contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2022

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 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 McDaniel-Whitley, Inc. P.O. Box 382007 Memphis TN 38183-2007	CONTACT NAME: Tammy Quinn PHONE (A/C, No, Ext): (901) 881-6464 FAX (A/C, No): (901) 881-6467 E-MAIL ADDRESS: tqinn@mcwins.com
INSURED Logical Systems LLC; Logical Systems Inc; LSI Construction LLC (et al) 2756 Appling Center Cove Memphis TN 38133	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Accident & Indemnity INSURER B: Trumbull Insurance Company INSURER C: Hartford Casualty Insurance Company INSURER D: Hartford Fire Insurance Company INSURER E: Aspen Insurance Company INSURER F: Continental Casualty Company
	NAIC # 22357 27120 29424 19682 10717 20443

COVERAGES

CERTIFICATE NUMBER: 22-23 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20UUNIB9275	6/30/2022	6/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			20UUNIB9275	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20XHUIB8073	6/30/2022	6/30/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
C	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 N	N/A	20WEABJ11	6/30/2022	6/30/2023	<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
D	Professional Liability			20TE033022418	6/30/2022	6/30/2023	LIMIT OF INSURANCE 5,000,000
F	Excess Professional Liab			652349860	6/30/2022	6/30/2023	LIMIT OF INSURANCE 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

E. Pollution Liability Pol#ER00D0C22 6/30/2022 to 6/30/2023 - \$5,000,000 Limit of Insurance

CERTIFICATE HOLDER

(303) 582-0429

City of Black Hawk
987 Miners Mesa Road
PO Box 68
Black Hawk, CO 80422

CANCELLATION

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

R Whitley/QUINNNT

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SEVENTH ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS SEVENTH ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT ("Seventh Addendum") is made and entered into this _____ day _____ of 2023, by and between the **City of Black Hawk**, Colorado (hereinafter referred to as the "City") and Leonard Rice Consulting Water Engineers, Inc., doing business as **LRE Water** (hereinafter referred to as "Consultant").

RECITALS:

A. On January 27, 2016 the City and Consultant entered into a Professional Services Agreement (the "Agreement").

B. On January 11, 2017 the City and Consultant entered into the First Addendum to Professional Services Agreement ("First Addendum").

C. On December 13, 2017 the City and Consultant entered into the Second Addendum to Professional Services Agreement ("Second Addendum").

D. On January 23, 2019 the City and Consultant entered into the Third Addendum to Professional Services Agreement ("Third Addendum").

E. On January 20, 2020 the City and Consultant entered into the Fourth Addendum to Professional Services Agreement ("Fourth Addendum").

F. On January 13, 2021 the City and Consultant entered into the Fifth Addendum to Professional Services Agreement ("Fifth Addendum").

G. On January 12, 2022 the City and Consultant entered into the Sixth Addendum to Professional Services Agreement ("Sixth Addendum").

H. The parties desire to further extend the Agreement with this Seventh Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Consultant shall provide to the City, the additional work as needed in the manner provided in this Seventh Addendum.

1. The contract term for the Agreement is hereby extended by this Seventh Addendum for one additional year, from January 1, 2023, through and including December 31, 2023.

2. Consultant shall perform all work as set forth in the Scope of Services, attached hereto as **Exhibit A**, in accordance with Consultant rate schedule attached hereto as **Exhibit B**, both incorporated by this reference and in accordance with the Agreement.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Consultant. The original Agreement, the First Addendum, the Second Addendum, the Third Addendum, the Fourth Addendum, the Fifth Addendum, the Sixth Addendum and this Seventh Addendum constitute all of the agreements between the City and the Consultant.

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

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk
City Clerk

APPROVED AS TO FORM:

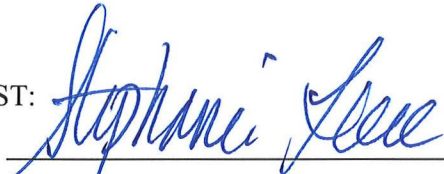
Corey Y. Hoffmann
City Attorney

LRE WATER


By: _____
William H. Fronczak, P.E., Esq.

Print Name
Vice President - Risk Management 1/6/23

Title Date

ATTEST: 
By: _____
Stephanie Luce

Print Name
Project Manager 1/6/23

Title Date

EXHIBIT A

LRE Water SCOPE OF SERVICES

In accordance with your request, LRE Water (LRE) is pleased to provide the following description of services to assist the City of Black Hawk with water resources planning and water rights related tasks in calendar year 2023:

- **Task 925BLH01:** LRE will assist the City of Black Hawk with general water supply matters related to planning, water quality, and regulatory issues for the City of Black Hawk, as directed by the City. Budget estimate: **\$25,000**.
 - General Planning: Provide general water quality, regulatory, and ground water consulting as requested. Projects requiring budget amounts over and above the budget estimate will be performed upon the request and authorization of the City.
 - Water Quality Stipulation: Additional services may include addressing water quality issues related to data analysis for the Standley Lake Cities and the settlement stipulation and agreements in Case No. 94CW036, and participation in discussions with Standley Lake Cities re: modifications to existing Standley Lake Agreement for water quality standards implementation.
- **Task 925BLH02:** LRE will assist the City of Black Hawk and water rights counsel with water rights and water supply planning matters. Budget estimate: **\$175,000**.
 - General Planning: Provide general water resources planning and consulting; continuing assistance with Georgetown Lake and Green Lake issues; review of opportunities to participate in water projects or to purchase or lease water rights offered for sale to the City or requested from the City; and assistance with planning for proposed water projects, including assistance with the US Army Corps of Engineers permitting effort.
 - Water Rights Applications: Provide engineering support for Black Hawk water right applications, including diligence applications; represent Black Hawk's interests in providing review and comment on guidelines proposed by the State and Division Engineers' Offices; review of applications of other entities, including SWSP applications and water rights applications, and provide comments or engineering on selected cases, to help protect Black Hawk's water right interests (preparation for and participation in trials would require additional budget).
 - Accounting and Operations: Preparation and distribution of weekly and monthly accounting reports of water use for the Water Commissioner, reporting on the amount of water diverted under the City's water rights, and reporting on replacement water provided as required by decrees. Update accounting to reflect new decrees and/or information requested by the Division Engineer. Coordination of water operations.
 - USACE Permitting Support: Provide engineering support for Black Hawk as it continues to work towards obtaining the necessary permits to develop its North Clear Creek conditional water rights.

This contract authorizes LRE to perform the above services up to a budget of **\$200,000**. If these or other services require additional time and budget, they will be performed as requested and upon authorization. As the project proceeds and additional facts are discovered, it may be necessary to perform additional services and some items described may not be needed.

We will bill the City for the actual time spent on the tasks performed, at the rates in effect at the time service is rendered. The LRE rate schedule currently in effect is attached as **Exhibit B**.

Exhibit B

LRE WATER 2023 RATE SCHEDULE

Effective December 26, 2022

	<u>Hourly Rate</u>
Student Intern.....	\$70- \$100
Data Processor/Admin Support	\$80 - \$140
Technician/IT Support	\$100 - \$150
Staff I	
Engineer/Hydrologist/Geologist/Scientist	\$110 - \$145
Staff II	
Engineer/Hydrologist/Geologist/Scientist	\$120- \$165
Staff III	
Engineer/Hydrologist/Geologist/Scientist	\$135 - \$180
Project	
Engineer/Hydrologist/Geologist/Scientist	\$160 - \$190
Senior Project	
Engineer/Hydrologist/Geologist/Scientist	\$170 - \$205
Project Manager	\$180 - \$225
Senior Project Manager	\$190 - \$275
Principal, Senior Advisor	\$200 - \$275

Expenses such as laboratory analysis, obtaining aerial photos, or other special services incurred directly in connection with the project are billed at cost plus 5 percent to cover handling and administration. Reimbursable expenses billed at cost include airfare, automobile rental, and other travel or per diem costs including mileage billed at the current IRS rate (rounded up to the nearest \$0.05). Subconsultants to LRE are billed at cost plus 10 percent.

FOURTH ADDENDUM TO THE AGREEMENT FOR PROFESSIONAL SERVICES

THIS FOURTH ADDENDUM TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Fourth Addendum") is made and entered into this ____ day of _____, 20____, by and between the City of Black Hawk, Colorado (hereinafter referred to as the "City") and PEH Architects (hereinafter referred to as the "Contractor").

RECITALS

- A. On December 12, 2018, the City and Contractor entered into an Agreement for Professional Services (the "Agreement").
- B. On January 22, 2020, the City and Contractor executed a First Addendum to extend the Agreement by one year (the "First Addendum").
- C. On January 13, 2021, the City and Contractor executed a Second Addendum to extend the Agreement by one year (the "Second Addendum").
- D. On January 12, 2022, the City and Contractor executed a Third Addendum to extend the Agreement by one year (the "Third Addendum").
- E. The parties desire to extend the Agreement with this Fourth 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 Fourth Addendum.

- A. The contract term for the Agreement is hereby extended by this Fourth Addendum for one additional year, from January 1, 2023 through December 31, 2023.
- B. Contractor shall complete the scope of services as described in **Exhibit A**, attached hereto and incorporated herein by this reference. Compensation shall not exceed Thirty thousand dollars (\$30,000) for the work described in **Exhibit A**.
- C. Contractor shall perform all work as set forth in the Agreement in accordance with Contractor's rate schedule as described in **Exhibit B**, attached hereto and incorporated herein by this reference.
- D. The original Agreement is in full force and effect and is hereby ratified by 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, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PEH ARCHITECTS

By: _____
Its: _____
Peter Heinz
PRESIDENT

STATE OF COLORADO)
COUNTY OF BOULDER) ss.
)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
19TH day of DECEMBER, 2022, by
PETER F. HEINZ as the PRESIDENT of
PEH ARCHITECTS INC.

My commission expires: 07-01-2023

(S E A L)

Mari Blaser
Notary Public

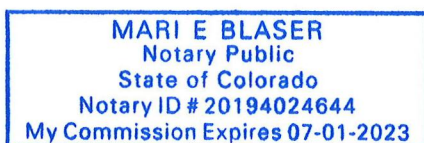


EXHIBIT A

SCOPE OF SERVICES **2023 On-Call Architectural Services**

Services and responsibilities may include, but not necessarily be limited to, the following:

Development review. Contractor may review and comment on proposed development plans and reports that are received by the City. Contractor shall ensure proposed developments conform to applicable architectural standards and specifications.

General architectural design. The City may request the Contractor to complete various architectural designs and prepare architectural plans and specifications.

Opinions of probable construction costs. Contractor may prepare and/or review construction cost estimates pertaining to architectural work.

Meeting attendance. The City may request the Contractor to provide competent architectural personnel at one-time or regular meetings during design and/or construction phases of projects.

Contractor shall retain qualified personnel, including Architects registered in the State of Colorado, to perform the above Scope of Services.

PEH ARCHITECTS

1720 14th Street Suite 100
Boulder, Colorado 80302
303-442-0408
peheinz@peharch.com

July 1, 2022

EXHIBIT B

HOURLY BILLING RATES

The following hourly billing rates shall be established for services as described below:

- Professional services billable on an hourly basis.
- Additional services as defined in the Owner - Architect Agreement for Services.

Principal:	\$215.00
Project Architect:	\$190.00
Senior Project Manager:	\$175.00
Project Manager:	\$145.00
Designer/CAD draftsperson:	\$120.00
CAD draftsperson:	\$90.00

Reimbursable expenses, billed at market rate plus 10%, shall include photography, blueprinting, photocopying, delivery, postage, FAX, CADD plotting and client authorized travel.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2022

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

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

PRODUCER Taggart & Associates, Inc. 1680 38th Street Suite 110 Boulder CO 80301	CONTACT NAME: Luz Amancha	
	PHONE (A/C, No, Ext): 303-442-1484 FAX (A/C, No): 303-442-8822	
	E-MAIL ADDRESS: certificates@taggartinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Travelers Indemnity Company of America	25666
	INSURER B: The Travelers Indemnity Company of Connecticut	25682
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1538163939**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6805H707450	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-2R936386-22-47-G	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only

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

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PEHARCH-01

CKING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2023

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 PUI Agency of Colorado, Inc. P.O. Box 3412 Littleton, CO 80161	CONTACT NAME:		
	PHONE (A/C, No, Ext): (720) 465-9116	FAX (A/C, No): (248) 553-8305	
	E-MAIL ADDRESS: CKing@profunderwriters.com		
INSURED PEH Architects, Inc. Peter Heinz, AIA d/b/a 1720 14th St. Suite 100 Boulder, CO 80302	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Fire Insurance Co.		19682
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab			34 OH 0493656-23	1/26/2023	1/26/2024	Each Claim	2,000,000
A	Professional Liab			34 OH 0493656-23	1/26/2023	1/26/2024	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Black Hawk
PO Box 68
Black Hawk, CO 80422-0068

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

THIRD ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT (the "Third Addendum") is made and entered into this _____ day of _____, by and between the City of Black Hawk, Colorado (hereinafter referred to as the "City") and Coloring Colorado Gardens (hereinafter referred to as "Contractor").

RECITALS:

A. On April 24, 2020 the City and Contractor entered into a Professional Services Agreement (the "Agreement").

B. On January 29, 2021 the City and Contractor entered into the First Addendum to Professional Services Agreement (the "First Addendum")

C. On January 12, 2022 the City and Contractor entered into the Second Addendum to Professional Services Agreement (the "Second Addendum")

The parties desire to further extend the Agreement with this Third 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 work as needed in the manner provided in this Third Addendum.

1. The contract term for the Agreement is hereby extended by this Third Addendum for one additional year, from January 1, 2023, through and including December 31, 2023.

2. Contractor shall perform all work as set forth in the Agreement in accordance with Contractor's rate schedule & scope 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 the First Addendum, the Second Addendum, and this Third 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, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

CONTRACTOR:
Coloring Colorado Gardens

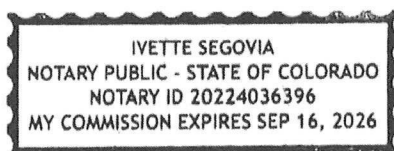
By: _____
E. Allen

Elizabeth Allen
Print Name

Owner 12-27-22
Title Date

ATTEST:

By: _____
Ivette Segovia
Ivette Segovia
Print Name
Public Notary 12-27-22
Title Date





8/24/22

PO Box #8
Nederland, CO 80466
info@coloringcolorado.com
(303) 818-6208

Recipient:
City of Black Hawk
Attn: Steve Jackson
PO Box #68
Black Hawk, CO 80422

RE: 2023 Garden Maintenance Estimate for City of Black Hawk, CO

1. Season Duration

Start date – week of April 3, 2023 (first full week in April, dependent upon weather)
End date – week of November 6, 2023 (2nd full week in November, dependent upon weather)
Number of weeks = 32 weeks

2. Garden Locations

Mountain Life Park
Courage Triad
Stroehle Square
Gregory Diggings/Monument
Gregory Street Plaza
Crooks Palace
City Hall under stairs
City Hall behind offices
Entrance to Post Office center
Around tree at Post Office
Public Works garden beds
Fleet Headquarters sign bed
Barn garden and shrubs

3. Scope of Work

Hourly skilled maintenance includes plant assessment, watering, cleaning, weeding, deadheading, staking, pruning, fertilizing, etc., and diagnosis and treatment of plant pests and diseases within mulched garden beds.

For Stroehle Square, includes weed management in rocky area between ponds and around front of waterfall.

For Gregory Diggings/Monument, includes minimal string trimming around beds, litter pickup/weeding/blowout of small patio area and planting/tending annuals in the ore cart.

For Gregory Street Plaza, includes weed control between buildings.

Includes procurement and installation of plants.

Includes horticultural consultation concerning City of Black Hawk interests.

4. Duration and Frequency of Visits

It is estimated that 18 hours per week will allow for the scope of work to be performed. This will break down into three six-hour days per week.

5. Materials – Hard goods (non-plant)

Amount	Product	Price ¹	Total	Description
1	Roundup super concentrate	\$142.00	\$142.00	For weed control at Stroehle Square, Gregory Street Plaza and other limited application areas
1	Safer concentrate, 16 oz	\$20.00	\$20.00	Organic pest control
4	Molemax mole & vole repellent	\$25.00	\$100.00	Organic mole and vole repellent
1	Cease, 1 gal	\$80.00	\$80.00	Organic fungicide for powdery mildew
	Total		\$342.00	Rounding to \$350

¹ Prices quoted from Amazon.com as of 8/24/22, subject to change.

Materials – Green goods (plants)

Amount	Product	Price	Total	Description
30	Multi-colored geranium – 4.5 to 6" pots	\$8.00	\$240.00	For Mountain Life Sign
	Annuals for ore cart ²	--	--	For Gregory Diggings/Monument
	Perennials		\$1500.00 ³	For replacement of plants damaged by people and weather, also to add to the gardens
	Total		\$1740.00	

6. Rates and Totals

Hourly Skilled Maintenance - The 2023 hourly garden maintenance rate for Coloring Colorado is \$50 per hour.

18 hours per week for 32 weeks = 576 hours x \$50/hr = \$28,800

Travel - 1 hour per day travel x 3 visits per week x 32 weeks = 96 hours x \$50/hr = \$4,800

Summary	
Garden maintenance	\$28,800
Travel	\$4,800
Hard good materials	\$350
Green good materials	\$1,740
Total	\$35,690

² Used four hanging baskets from the annual contract to fill the cart in 2022, expect same for 2023

³ Figure based on 2022 order



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01-17-2023

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 Liberty Mutual Insurance PO Box 188065 Fairfield OH 45018		CONTACT NAME: PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
INSURED Coloring Colorado 545 Eldorado Ave Nederland CO 80466-9534		INSURER(S) AFFORDING COVERAGE INSURER A: General Insurance Company of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24732	

COVERAGES

CERTIFICATE NUMBER: 0027153320

REVISION NUMBER: 2016-03

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BWG63052385	04-08-2022	04-08-2023	EACH OCCURRENCE	\$ 1,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000.00
	<input checked="" type="checkbox"/> Businessowners						MED EXP (Any one person)	\$ 15,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000.00
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000.00
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000.00
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Contractors Errors And Omissions Coverage			BWG63052385	04-08-2022	04-08-2023	Aaaregate Limit	\$100,000.00
							Deductible	\$1,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Black Hawk

987 Miners Road
Black Hawk CO 80422

CANCELLATION

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

Curtis Luken

FIRST ADDENDUM TO THE AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST ADDENDUM TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("First Addendum") is made and entered into this ____ day of _____ 20____, by and between the City of Black Hawk, Colorado (hereinafter referred to as the "City") and Frontier Fire Protection, LLC (hereinafter referred to as the "Contractor").

RECITALS

- A. On January 12, 2022, the City and Contractor entered into an Agreement for Professional Services (the "Agreement").
- B. The parties desire to extend the Agreement with this First 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 First Addendum.

- A. The contract term for the Agreement is hereby extended by this First Addendum for one additional year, from January 1, 2023 through December 31, 2023.
- B. Contractor shall complete the scope of services as described in **Exhibit A**, attached hereto and incorporated herein by this reference. Compensation shall not exceed Twenty-three thousand one hundred twenty-five dollars (\$23,125.00) for the work described in **Exhibit A**.
- C. The original Agreement is in full force and effect and is hereby ratified by 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, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

FRONTIER FIRE PROTECTION, LLC

By: Travis Paul

Its: Account Manager

Travis Paul

Digitally signed by Travis Paul
DN: C=US, E=travisap@frontierfireprotection.com,
O=Service and Inspections- Frontier Fire Protection,
OU=Account Manager, CN=Travis Paul
Location: Denver
Reason: I am approving this document
Date: 2022.12.22 15:42:55-0700

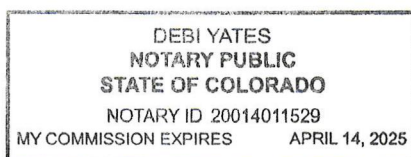
STATE OF COLORADO)

COUNTY OF Denver) ss.)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 22 day of December, 2022, by Travis Paul as the Account Manager of Frontier Fire Protection.

My commission expires: 4-14-2025

(SEAL)



Debi Yates
Notary Public

EXHIBIT A

**SCOPE OF WORK
2023 FIRE ALARM AND SPRINKLER SYSTEM INSPECTIONS**

<u>ANNEX, 211 CHURCH STREET</u>			
	QUANTITY	PRICE	TOTAL
FIRE ALARM INSPECTION -- SEMI-ANNUAL	1	\$250.00	\$250.00
FIRE ALARM INSPECTION -- ANNUAL	1	\$280.00	\$280.00
WET FIRE SPRINKLER INSPECTION -- ANNUAL	1	\$350.00	\$350.00
WET FIRE SPRINKLER INSPECTION -- QUARTERLY	3	\$275.00	\$825.00
COMPLIANCE ENGINE FEE	1	\$15.00	\$15.00
ANNEX TOTAL =			\$1,720.00

<u>FIRE ADMINISTRATION BUILDING, 7320 BLACK HAWK BLVD.</u>			
	QUANTITY	PRICE	TOTAL
FIRE ALARM INSPECTION -- SEMI-ANNUAL	1	\$235.00	\$235.00
FIRE ALARM INSPECTION -- ANNUAL	1	\$280.00	\$280.00
WET FIRE SPRINKLER INSPECTION -- ANNUAL	1	\$325.00	\$325.00
WET FIRE SPRINKLER INSPECTION -- QUARTERLY	3	\$275.00	\$825.00
COMPLIANCE ENGINE FEE	1	\$15.00	\$15.00
FIRE ADMINISTRATION BUILDING TOTAL =			\$1,680.00

<u>POST OFFICE, 7340 BLACK HAWK BLVD.</u>			
	QUANTITY	PRICE	TOTAL
FIRE ALARM INSPECTION -- SEMI-ANNUAL	1	\$235.00	\$235.00
FIRE ALARM INSPECTION -- ANNUAL	1	\$280.00	\$280.00
WET FIRE SPRINKLER INSPECTION -- ANNUAL	1	\$325.00	\$325.00
WET FIRE SPRINKLER INSPECTION -- QUARTERLY	3	\$275.00	\$825.00
COMPLIANCE ENGINE FEE	1	\$15.00	\$15.00
POST OFFICE TOTAL =			\$1,680.00

<u>FIRE STATION, 7457 BLACK HAWK BLVD.</u>			
	QUANTITY	PRICE	TOTAL
FIRE ALARM INSPECTION -- SEMI-ANNUAL	1	\$280.00	\$280.00
FIRE ALARM INSPECTION -- ANNUAL	1	\$450.00	\$450.00
COMPLIANCE ENGINE FEE	1	\$15.00	\$15.00
FIRE STATION TOTAL =			\$745.00

<u>DORY HILL WATER TREATMENT PLANT, 1040 DORY HILL ROAD</u>			
	QUANTITY	PRICE	TOTAL
FIRE ALARM INSPECTION -- SEMI-ANNUAL	1	\$275.00	\$275.00
FIRE ALARM INSPECTION -- ANNUAL	1	\$525.00	\$525.00
WET FIRE SPRINKLER INSPECTION -- ANNUAL	1	\$325.00	\$325.00
WET FIRE SPRINKLER INSPECTION -- QUARTERLY	3	\$275.00	\$825.00
FIRE PUMP INSPECTION	1	\$925.00	\$925.00
COMPLIANCE ENGINE FEE	1	\$15.00	\$15.00
DORY HILL WATER TREATMENT PLANT TOTAL =			\$2,890.00

<u>CROOK'S PALACE, 200 GREGORY STREET</u>			
	QUANTITY	PRICE	TOTAL
FIRE ALARM INSPECTION -- SEMI-ANNUAL	1	\$225.00	\$225.00
FIRE ALARM INSPECTION -- ANNUAL	1	\$275.00	\$275.00
WET FIRE SPRINKLER INSPECTION -- ANNUAL	1	\$325.00	\$325.00
WET FIRE SPRINKLER INSPECTION -- QUARTERLY	3	\$275.00	\$825.00
KITCHEN HOOD INSPECTION -- ANNUAL	1	\$395.00	\$395.00
KITCHEN HOOD INSPECTION -- SEMI-ANNUAL	1	\$325.00	\$325.00
COMPLIANCE ENGINE FEE	1	\$15.00	\$15.00
CROOK'S PALACE TOTAL =			\$2,385.00

<u>ST. CHARLES CARRIAGE HOUSE, 270 GREGORY STREET</u>			
	QUANTITY	PRICE	TOTAL
FIRE ALARM INSPECTION -- SEMI-ANNUAL	1	\$250.00	\$250.00
FIRE ALARM INSPECTION -- ANNUAL	1	\$275.00	\$275.00
WET FIRE SPRINKLER INSPECTION -- ANNUAL	1	\$850.00	\$850.00
WET FIRE SPRINKLER INSPECTION -- QUARTERLY	3	\$275.00	\$825.00
COMPLIANCE ENGINE FEE	1	\$15.00	\$15.00
ST. CHARLES CARRIAGE HOUSE TOTAL =			\$2,215.00

<u>HIDDEN VALLEY WATER TREATMENT PLANT, 2189 IDAHO SPRINGS EAST</u>			
	QUANTITY	PRICE	TOTAL
FIRE ALARM INSPECTION -- SEMI-ANNUAL	1	\$275.00	\$275.00
FIRE ALARM INSPECTION -- ANNUAL	1	\$575.00	\$575.00
WET FIRE SPRINKLER INSPECTION -- ANNUAL	1	\$350.00	\$350.00
WET FIRE SPRINKLER INSPECTION -- QUARTERLY	3	\$275.00	\$825.00
FIRE PUMP INSPECTION	1	\$925.00	\$925.00
COMPLIANCE ENGINE FEE	1	\$15.00	\$15.00
HIDDEN VALLEY WATER TREATMENT PLANT TOTAL =			\$2,965.00

R.A. CLARK EMERGENCY OPERATIONS CENTER, 911 MINERS ROAD

	QUANTITY	PRICE	TOTAL
FIRE ALARM INSPECTION -- SEMI-ANNUAL	1	\$225.00	\$225.00
FIRE ALARM INSPECTION -- ANNUAL	1	\$275.00	\$275.00
WET FIRE SPRINKLER INSPECTION -- ANNUAL	1	\$325.00	\$325.00
WET FIRE SPRINKLER INSPECTION -- QUARTERLY	3	\$275.00	\$825.00
COMPLIANCE ENGINE FEE	1	\$15.00	\$15.00
R.A. CLARK EMERGENCY OPERATIONS CENTER TOTAL =			\$1,665.00

PUBLIC WORKS ADMINISTRATION BUILDING, 987 MINERS ROAD

	QUANTITY	PRICE	TOTAL
FIRE ALARM INSPECTION -- SEMI-ANNUAL	1	\$225.00	\$225.00
FIRE ALARM INSPECTION -- ANNUAL	1	\$275.00	\$275.00
WET FIRE SPRINKLER INSPECTION -- ANNUAL	1	\$325.00	\$325.00
WET FIRE SPRINKLER INSPECTION -- QUARTERLY	3	\$275.00	\$825.00
FIRE PUMP INSPECTION	1	\$925.00	\$925.00
COMPLIANCE ENGINE FEE	1	\$15.00	\$15.00
PUBLIC WORKS ADMINISTRATION BUILDING TOTAL =			\$2,590.00

PUBLIC WORKS FLEET, 993 MINERS ROAD

	QUANTITY	PRICE	TOTAL
FIRE ALARM INSPECTION -- SEMI-ANNUAL	1	\$225.00	\$225.00
FIRE ALARM INSPECTION -- ANNUAL	1	\$275.00	\$275.00
WET FIRE SPRINKLER INSPECTION -- ANNUAL	1	\$325.00	\$325.00
WET FIRE SPRINKLER INSPECTION -- QUARTERLY	3	\$275.00	\$825.00
FIRE PUMP INSPECTION	1	\$925.00	\$925.00
COMPLIANCE ENGINE FEE	1	\$15.00	\$15.00
PUBLIC WORKS FLEET TOTAL =			\$2,590.00

2023 FIRE ALARM AND SPRINKLER INSPECTIONS GRAND TOTAL = \$23,125.00

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Black Hawk**, hereinafter referred to as "City" and **Sun Valley Electric Inc.** whose address is 5475 Highway 86 Unit 2 and 3 Elizabeth Co 80107-7451 hereinafter referred to as "Contractor" as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR.** Contractor shall perform the following: instruction and/or services during the days and times, and at the location, as more particularly described in Attachment "A", which is attached hereto and incorporated herein and made a part hereof by this reference.
2. **TERM.** The term of this Agreement shall commence on the _____ day of _____, 2023 and shall terminate on the 31 day of December, 2023 unless earlier terminated pursuant to Section 9 herein.
3. **COMPENSATION.** In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment "A".
4. **METHOD OF PAYMENT.** The compensation provided in Section 3 shall be paid by the City to Contractor upon filing of an invoice specifying the services provided.
5. **EQUIPMENT, MATERIALS AND SUPPLIES.** Unless otherwise agreed by the City, Contractor shall acquire, provide, maintain and repair at Contractor's sole cost and expense such equipment, materials, supplies, etc., as necessary for the proper conduct of the aforesaid instruction and/or services.
6. **COMPLIANCES.** In the conduct of the instruction and/or services contemplated hereunder, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the City or its designated representatives.
7. **INDEPENDENT CONTRACTOR.** Contractor agrees that he/she is an independent contractor and that accordingly neither he she nor his employees are covered by the City's workers' compensation policy, or any other worker's compensation policy.
8. **HOLD HARMLESS.** Contractor, to the fullest extent permitted by law, shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all loss, damage, injuries, claims, or causes of action, or any liability of any kind whatsoever resulting from, arising out of or in connection with the instruction and/or services provided by Contractor pursuant to this agreement.
9. **TERMINATION.** The City shall have the right to terminate this Agreement upon three (3) days' notice, if Contractor fails to comply with the terms and conditions set forth in this Agreement.
10. **ASSIGNMENT.** Contractor shall not assign or otherwise transfer this Agreement or any rights or obligations therein, without first receiving prior written consent of the City.

11. **INSURANCE.** Contractor understands and agrees that Contractor shall have no right of coverage under any and all existing or future City comprehensive or personal injury liability policies, and in that regard, Contractor agrees to provide insurance coverage on behalf of the Contractor, that will sufficiently protect Contractor, or his agents, servants and employees, in connection with the services which are to be provided by Contractor pursuant to this Agreement.

12. **CONTRACT INTERPRETATION**

- A. No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.
- B. This is a completely integrated Agreement and contains the entire Agreement of the parties, and any prior written or oral agreement which are different from the terms, conditions and provisions of this Agreement shall be of no effect and shall not be binding upon either party.
- C. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided that neither party may assign its rights hereunder without the previous written consent of the other party which shall not be unreasonably withheld.
- D. Notice required or permitted to be given hereunder (including any notice of change of address) shall be considered delivered when hand-delivered or when mailed, by United States mail, first-class postage paid, as follows:

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

Contractor:
Sun Valley Electric
5475 Highway 86, Unit 2 & 3
Elizabeth, CO 80107-7451

All notices so given shall be considered effective when delivered by hand-delivery, or in writing, as stated above.

- E. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute a single agreement.
- F. This Agreement is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

David D. Spellman
Mayor

ATTEST:

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

CONTRACTOR

By: _____

[Signature]

STATE OF COLORADO)

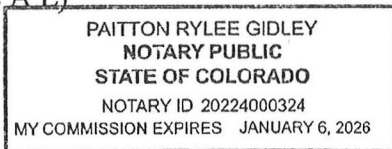
) ss.

COUNTY OF Elbert)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 4th day of January, 2023, by Mike Erell.

My commission expires: 01/06/2026

(SEAL)



[Signature]

Notary Public



ELECTRICAL SERVICE RATE SHEET

2023

RESOURCE	RATE	OVERTIME
<i>Foreman Electrician with truck/tools</i>	<i>\$105.00/Hr.</i>	<i>\$157.50/Hr.</i>
<i>Journeyman Electrician</i>	<i>\$90.00/hr</i>	<i>\$135.00/Hr.</i>
<i>Apprentice Electrician</i>	<i>\$75.00/Hr.</i>	<i>\$112.50/Hr.</i>
<i>Project Management/ Supervisory Time</i>	<i>\$95.00/Hr.</i>	<i>95.00/Hr.</i>
<i>Design/Estimation</i>	<i>\$105.00/Hr.</i>	<i>105.00/Hr.</i>
<i>Excavation</i>	<i>\$125.00/Hr</i>	<i>187.50/Hr.</i>
<i>Shop-Fabrication Time</i>	<i>\$60.00/Hr.</i>	<i>\$90.00/Hr.</i>

Specialized/Aerial/Excavation equipment is not included in standard rates, and will be billed at market rental rate plus 10%

Materials purchased by SVE will be billed at cost plus 10%

Service calls will be billed 2 Hr. minimum. Afterhours/emergency calls will be billed at overtime rates



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2022

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED SUN VALLEY ELECTRIC INC 5475 HIGHWAY 86 UNIT 2 AND 3 ELIZABETH, CO 80107-7451		INSURER(S) AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
357-194-0		NAIC # 13935	

COVERAGES

CERTIFICATE NUMBER: 135

REVISION NUMBER: 0

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	9186662	08/01/2022	08/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	9186662	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	9186665	08/01/2022	08/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
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 <input type="checkbox"/> N / A	N	1807864	08/01/2022	08/01/2023	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER357-194-0
CITY OF BLACKHAWK
987 MINERS MESA ROAD
BLACKHAWK, CO 80422

135 0

CANCELLATION

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

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AGENCY CUSTOMER ID: 357-194-0

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED SUN VALLEY ELECTRIC INC 5475 HIGHWAY 86 UNIT 2 AND 3 ELIZABETH, CO 80107-7451	
POLICY NUMBER SEE CERTIFICATE # 135.0		EFFECTIVE DATE: SEE CERTIFICATE # 135.0	
CARRIER SEE CERTIFICATE # 135.0	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT: CITY OF BLACKHAWK

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.

INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT

BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:

Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CA-F-128 (03-03)

Policy Number: 9186662

Transaction Effective Date:08/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) -
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of
Rights Of Recovery Against Others To Us** of Section IV
- **Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

RESOLUTION 11-2023
A RESOLUTION
APPROVING THE
PURCHASE OF 3 PICK-UP
TRUCKS

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

Resolution No. 11-2023

TITLE: A RESOLUTION APPROVING THE PURCHASE OF 3 PICK-UP TRUCKS

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 purchase of the following budgeted vehicles:

<u>Vehicle</u>	<u>Price</u>
2 Ford work trucks @45,000ea	\$90,000
1 Ford Ranger truck	\$37,000

RESOLVED AND PASSED this 25th day of January, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve purchase of 2 budgeted ½ ton pickup trucks and 1 Ranger pickup truck for Public Works

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

MOTION TO APPROVE *Resolution 11-2023, a Resolution approving the purchase of 3 pick-up trucks.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER: During the 2023 budget approval process, equipment purchases and replacements were included in the Capital Fund. These trucks will be for replacing some older trucks in the fleet.

(1) Ford Reg Cab PU	305-3101-4317548	\$45,000
(1) Ranger Super Cab PU	305-3101-4317548	\$37,000
(1) Ford Reg Cab PU	501-3151-4607422	\$45,000

Again, these are budgeted items that were anticipated to be purchased during the budget preparation/approval process. Anticipate delivery in early March. These amounts include amounts necessary to outfit with lights, toppers, and racks as necessary

AGENDA DATE: January 25, 2023

FUNDING SOURCE: see above

DEPARTMENT DIRECTOR APPROVAL: [☒]Yes [☐]No

STAFF PERSON RESPONSIBLE: TI/SJ

DOCUMENTS ATTACHED: quotes

RECORD: [☐]Yes [☐]No

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

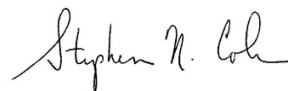
CITY ATTORNEY REVIEW: [☐]Yes [☐]N/A

SUBMITTED BY:



Thomas Isbester, Public Works Director

REVIEWED BY:



Stephen N. Cole, City Manager

KAN-006529 CO

9-NORMAL,NB,206529,NL302

16283

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PKD19852 NB

FU13



Go Further

ford.com

VEHICLE DESCRIPTION

F-150

2023 F-150 4X4 REGULAR CAB
141" WHEELBASE
5.0L V8 ENGINE
ELEC TEN-SPEED AUTO W/TOW MEXTERIOR
OXFORD WHITE
INTERIOR
DARK SLATE CLOTH 40/20/40

PK D19852

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DAYTIME RUNNING LAMPS
- EASY FUEL CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS - INTERMITTENT

INTERIOR

- 4" PRODUCTIVITY SCREEN
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- AUTO HOLD
- CURVE CONTROL
- DYNAMIC HITCH ASSIST
- FAIL-SAFE COOLING SYSTEM
- FORDPASS CONNECT™ 4G
- HOTSPOT TELEMATICS MODEM
- MYKEY®
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTSHIFT®
- SYNC®4 W/8" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 101A
•XL SERIES

OPTIONAL EQUIPMENT/OTHER

- 17" SILVER STEEL WHEELS 2,335.00
- 5.0L V8 ENGINE
- 265/70R 17 BSW ALL-TERRAIN 420.00
- 3.31 ELECTRONIC LOCK RR AXLE
- 6950# GVWR PACKAGE
- FRONT LICENSE PLATE BRACKET NO CHARGE
- SKID PLATES 160.00
- 50 STATE EMISSIONS NO CHARGE
- AUTO START-STOP REMOVAL 50.00
- TRAILER TOW PACKAGE 1,325.00
- INTEGRATED TRAILER BRAKE CONT
- REAR-WINDOW DEFROSTER NO CHARGE
- SNOW PLOW PREP 50.00
- PRIVACY GLASS W/REAR DEFROSTER 320.00
- FLEX FUEL VEHICLE

PRICE INFORMATION		(MSRP)
BASE PRICE		\$39,900.00
TOTAL OPTIONS/OTHER		4,560.00
TOTAL VEHICLE & OPTIONS/OTHER		44,460.00
DESTINATION & DELIVERY		1,795.00
TOTAL BEFORE DISCOUNTS		46,255.00
XL DISCOUNT		- 750.00
TOTAL SAVINGS		- 750.00

415,105
- 3,600 gov
411,905

Fuel Economy and Environment

Fuel Economy

18 MPG

combined city/hwy

16

city

22

highway

5.6

gallons per 100 miles

Driving Range

Gasoline 430 miles

E85 335 miles

Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 132 MPGe. Values are based on gasoline and do not reflect performance and ratings based on E85.

You spend
\$4,250more in fuel costs
over 5 years
compared to the
average new vehicle.

Annual fuel cost

\$2,450

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

1 4 10

Best

This vehicle emits 495 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. This is a dual fueled automobile. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal
Crash

Driver Passenger

★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side
Crash

Front seat Rear seat

★★★★★
Not Rated

Based on the risk of injury in a side impact.

Rollover

★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

1FTMF1E5XPKD19852



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FPCD19852 TO 48028

Map & Data
rates may
apply.
Text HELP
for helpwww.ford.com/help/privacy-terms/

RAMP ONE

CA7W

RAMP TWO

CONVOY

ITEM #

56-F079 O/T B

TOTAL MSRP \$45,505.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

NL302 N RB 2X 325 006529 11 30 22

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

01/16/2023

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9-NORMAL,NB,201576,NM012

10119

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45/1206

1FTMF1E57 PKD19856 NB

FU13



ford.com

VEHICLE DESCRIPTION

F-150**PK D19856**2023 F-150 4X4 REGULAR CAB
141" WHEELBASE
5.0L V8 ENGINE
ELEC TEN-SPEED AUTO W/TOW MEXTERIOR
OXFORD WHITE
INTERIOR
DARK SLATE CLOTH 40/20/40

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DAYTIME RUNNING LAMPS
- EASY FUEL CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HALOGEN HEADLAMPS
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS - INTERMITTENT

INTERIOR

- 4" PRODUCTIVITY SCREEN
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINTS - 12V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- AUTO HOLD
- CURVE CONTROL
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- FAIL-SAFE COOLING SYSTEM
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- HOTSPOT TELEMATICS MODEM
- MYKEY®
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE SENSING AND REAR VIEW CAMERA
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- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY



Fuel Economy and Environment

Fuel Economy

18 MPG

combined city/hwy city highway gallons per 100 miles

Driving Range

Gasoline: 430 miles
Ethanol (E85): 335 miles

Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 132 MPGe. Values are based on gasoline and do not reflect performance and ratings based on E85.



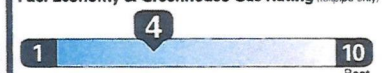
Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

You spend \$4,250

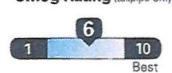
more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost \$2,450

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)

This vehicle emits 495 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. This is a dual fueled automobile. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal
CrashDriver
Passenger★★★★★
★★★★★

Based on the risk of injury in a frontal impact.

Should ONLY be compared to other vehicles of similar size and weight.

Side
CrashFront seat
Rear seat★★★★★
Not Rated

Based on the risk of injury in a side impact.

Rollover ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

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WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1PKD19856 TO 48028

Mag & Data
rates may
apply
Text HELP
for helpwww.ford.com/help/privacy-terms/

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 101A

•XL SERIES

(MSRP)

OPTIONAL EQUIPMENT/OTHER

- 17" SILVER STEEL WHEELS
- 5.0L V8 ENGINE
- 265/70R17 BSW ALL-TERRAIN
- 3.31 ELECTRONIC LOCK RR AXLE
- 6950# GVWR PACKAGE
- FRONT LICENSE PLATE BRACKET
- SKID PLATES
- 50 STATE EMISSIONS
- AUTO START-STOP REMOVAL
- TRAILER TOW PACKAGE
- INTEGRATED TRAILER BRAKE CONT
- REAR-WINDOW DEFROSTER
- SNOW PLOW PREP
- PRIVACY GLASS W/REAR DEFROSTER
- FLEX FUEL VEHICLE

2,335.00

420.00

NO CHARGE

160.00

NO CHARGE

50.00

1,325.00

NO CHARGE

50.00

320.00

FLEX FUEL VEHICLE

PRICE INFORMATION

BASE PRICE

(MSRP)

TOTAL OPTIONS/OTHER

TOTAL VEHICLE & OPTIONS/OTHER

DESTINATION & DELIVERY

TOTAL BEFORE DISCOUNTS

XL DISCOUNT

TOTAL SAVINGS

\$39,900.00

4,560.00

44,460.00

1,795.00

46,255.00

- 750.00

- 750.00

TOTAL MSRP \$45,505.00Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

NM012 N RB 2X 325 001576 12 01 22

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

01/16/2023

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CO

9-NORMAL, NB, 202158, NJ222

10320

320220929 7539

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NLD48700 NB

GU13



Go Further

ford.com

VEHICLE DESCRIPTION

RANGER

2022 SUPERCAB 4X4 - 6' BOX
XLT 126" WHEELBASE
2.3L ECOBOOST ENGINE
ELEC 10-SPEED AUTO TRANS

EXTERIOR
OXFORD WHITE
INTERIOR
MED STONE PREM CLOTH SEATS

NL D48700

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DAYTIME RUNNING LIGHTS
- EASY FUEL® CAPLESS FILLER
- FOG LAMPS
- FUEL TANK - 18.0 GALLON
- FULLY BOXED STEEL FRAME
- HEADLAMPS - AUTO HALOGEN
- HEADLAMPS - AUTO HIGH BEAM
- PRIVACY GLASS
- RANGER FENDER BADGE
- REMOTE TAILGATE LOCK
- STEEL BUMPER, FRONT & REAR
- TAILLAMPS-LED
- TOW HOOKS - FRONT TOW 4X4
- TRAILER SWAY CONTROL
- WHEEL LIP MOLDINGS

INTERIOR

- 1-TOUCH UP/DOWN DRIVER WIN
- 2ND ROW SEATS W/ REMOVABLE CUSHIONS
- 4.2" PRODUCTIVITY SCREEN
- CARPET FLOORING
- CRUISE CONTROL
- DUAL VISOR VANITY MIRRORS
- DUAL ZONE AUTO CLIMATE CTL
- LOCKING GLOVE BOX
- OVERHEAD CONSOLE
- POWER LOCKS AND WINDOWS
- POWERPOINTS - 12V (2)
- TILT/TELESCOPE STR COLUMN
- UNDER SEAT STORAGE

FUNCTIONAL

- 4-WHEEL ANTILOCK BRAKE SYS
- AUDIO - AM/FM W/ 6 SPKS
- BUS W/CROSS TRAFFIC ALERT
- CURVE CONTROL
- ELECTRONIC PWR ASST STEER
- FORDPASS™ CONNECT 4GWI-FI HOTSPOT TELEMATICS MODEM
- HILL START ASSIST
- LANE KEEPING SYSTEM
- PRE-COLLISION ASSIST W/AEB
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SIRIUSXM® - SVC N/A AK&HI
- SYNC®3 8" SCR N W/APLINK®

SAFETY/SECURITY

- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- CTR HIGH MOUNT STOP LAMP
- LATCH CHILD SAFETY SYSTEM
- MYKEY
- PERIMETER ALARM
- SECURILOCK® ANTI-THEFT SYS
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 300A

XLT SERIES

OPTIONAL EQUIPMENT/OTHER

- 17" SILVER PAINTED ALUM WHEEL
- 255/65R17 A/T BSW TIRE
- AUTO START-STOP REMOVAL
- FRONT LICENSE PLATE BRACKET

(MSRP)

- 50.00
NO CHARGE

PRICE INFORMATION

BASE PRICE
TOTAL OPTIONS/OTHER

(MSRP)

\$33,730.00
- 50.00TOTAL VEHICLE & OPTIONS/OTHER
DESTINATION & DELIVERY\$33,680.00
1,495.00EPA
DOT

Fuel Economy and Environment



Gasoline Vehicle

Fuel Economy



21 MPG

combined city/hwy

19 city

24 highway

4.8 gallons per 100 miles

Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 142 MPGe.

You spend
\$2,000

more in fuel costs
over 5 years
compared to the
average new vehicle.

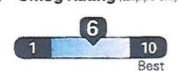
Annual fuel cost

\$1,700

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



This vehicle emits 420 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.35 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal
CrashDriver
PassengerNot Rated
Not Rated

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side
CrashFront seat
Rear seatNot Rated
Not Rated

Based on the risk of injury in a side impact.

Rollover

★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

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FordPass Connect™

Download the FordPass™ app* and you can:

Access Vehicle Control Features

- Remotely start, lock and unlock your vehicle.
- Locate your vehicle and check approximate fuel range.
- Receive vehicle health alerts.

Activate 4G LTE Wi-Fi Hotspot

- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-equipped devices.

*Some restrictions may apply. See dealer for details. Coverage not available in all areas. Data speeds may vary. Coverage not available in all areas. See dealer for details.

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.



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Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

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for help



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01/16/2023

3202209297539

gou't cost 34,175

RESOLUTION 12-2023
A RESOLUTION
APPROVING THE
PURCHASE OF 2 DODGE
DURANGO POLICE
VEHICLES

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

Resolution No. 12-2023

**TITLE: A RESOLUTION APPROVING THE PURCHASE OF 2 DODGE
 DURANGO POLICE VEHICLES**

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 purchase of the following budgeted
vehicles:

<u>Vehicle</u>	<u>Price</u>
2 Dodge Durango Police Vehicles @42,445ea	\$84,890.00

RESOLVED AND PASSED this 25th day of January, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approve purchase of 2 budgeted Dodge Durango Police Vehicles

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

MOTION TO APPROVE *Resolution 12-2023, a Resolution approving the purchase of 2 Dodge Durango Police vehicles*

SUMMARY AND BACKGROUND OF SUBJECT MATTER: During the 2023 budget approval process, equipment purchases and replacements were included in the Capital Fund. These units will be for replacing some older vehicles in the fleet.

(2) Dodge Durango Police vehicle	305-3101-4317541	\$84,890.00
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Again, these are budgeted items that were anticipated to be purchased during the budget preparation/approval process. Anticipate delivery in mid to late summer. These vehicles will then need to be outfitted with all the accessories that staff wants on them. These accessories are not included in this purchase price.

AGENDA DATE: January 25, 2023

FUNDING SOURCE: see above

DEPARTMENT DIRECTOR APPROVAL: [☒]Yes [☐]No

STAFF PERSON RESPONSIBLE: MM/SJ

DOCUMENTS ATTACHED: quotes

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



Purchaser (Govt. Agency)	
Agency Name	City of Black Hawk
Street Address	P.O. Box 68
City, State, Zip Code	Black Hawk Co. 54601

Purchaser (Govt. Agency)

Agency Name City of Black Hawk

Street Address	PO Box 68
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City, State, Zip Code Black Hawk Co 80422

Seller (Stellantis Dealer)

Dealership Name Johnson Auto Plaza

Street Address	13417 E 136th Ave
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City State, Zip Code	Brighton Co 90601
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**Stellantis Fleet
Account No. (FAN)**

оокуп

**Stellantis Dealer
Code**

44304

[illegible]

TOTAL PURCHASE	84890 ⁰⁰
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Authorized Government Agency Representative

Signature

Date _____

Printed Name

Title

1-16-2023

Authorized Dealership Sales Representative

Signature

Date _____

Printed Name

Title

Dealership Sales Representative
Chris E Maxeotis
1-16-2023
Fleet Sales

By signing this document, I confirm that I am the authorized purchasing representative for the government agency specified as the Purchaser in this document. I further understand and acknowledge that my signature on this document represents a contractual commitment to purchase the vehicle(s) indicated above, according to the price, terms and conditions specified in this document.

By signing this document, I confirm that I am the authorized sales representative for the party specified as Seller in this document. I further understand and acknowledge that my signature on this document represents a contractual commitment to order the vehicle(s) indicated above, according to the price, terms and conditions specified in this document.

JOHNSON AUTO PLAZA INC
12410 EAST 136TH AVENUE
BRIGHTON, CO 806017300

Configuration Preview

Date Printed: 2023-01-13 1:05 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 00KUP City of Black Hawk CO
FAN 2:
Client Code:
Bid Number: TB3055
PO Number:

Sold to:
JOHNSON AUTO PLAZA INC (44304)
12410 EAST 136TH AVENUE
BRIGHTON, CO 806017300

Ship to:
JOHNSON AUTO PLAZA INC (44304)
12410 EAST 136TH AVENUE
BRIGHTON, CO 806017300

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)	I
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415	
Package:	2BZ	Customer Preferred Package 2BZ	0	
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0	
	DFT	8-Spd Auto 850RE Trans (Make)	0	
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0	
	APA	Monotone Paint	0	
	*A7	Cloth Bucket Seats W/Rear Vinyl	135	
	-X9	Black	0	
Options:	4DH	Prepaid Holdback	0	
	4ES	Delivery Allowance Credit	0	
	MAF	Fleet Purchase Incentive	0	
	YEP	Manuf Statement of Origin	0	
	XCS	4 Additional Key Fobs	115	
	WP1	18X8.0 Painted Aluminum Wheels	390	
	LNF	Black Left LED Spot Lamp	610	
	JRC	Power Liftgate	440	
	ADL	Skid Plate Group	330	
	5N6	Easy Order	0	
	4FM	Fleet Option Editor	0	
	4FT	Fleet Sales Order	0	
	174	Zone 74-Denver	0	
	4EA	Sold Vehicle	0	
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	
Bid Number:	TB3055	Government Incentives	0	
Discounts:	YG1	7.5 Additional Gallons of Gas	0	
Destination Fees:			1,595	

Total Price: 45,030

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:

PSP Month/Week:
Build Priority: 99

Customer Name: City Of Black Hawk
Customer Address: PO Box 68
Black Hawk CO 80422 USA

Instructions:

(2)

= 42,445^{-00.}

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change & correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.