



REGULAR MEETING AGENDA

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

April 10, 2024

ELECTED OFFICIALS ETHICS TRAINING

2:00 p.m.

REGULAR MEETING

Immediately following the Training

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. SWEARING IN OF COUNCIL MEMBERS:
6. EMPLOYEE INTRODUCTION: Jennifer Wilcox, Communications Officer I
7. MAYOR AND BOARD OF ALDERMEN COMMENTS:
8. PUBLIC COMMENT: *Please limit comments to 5 minutes*
9. APPROVAL OF MINUTES: March 27, 2024
10. PUBLIC HEARINGS:

None

11. ACTION ITEMS:

- A. Resolution 32-2024, a Resolution Reappointing Ronald W. Carlson to be the City of Black Hawk Municipal Court Judge
- B. Resolution 33-2024, a Resolution Approving a Change Order to the Design Services Contract with JVA, Inc. for Design Services for the Hidden Valley Water Treatment Plant in the Amount Not to Exceed \$52,000
- C. Resolution 35-2024, a Resolution Approving Expenditures in the Total Amount Not to Exceed \$225,312.00 for the City's Exterior Paint Program
- D. Resolution 36-2024, a Resolution Amending the Policy Regarding Citizen Comments at City Council Meetings
- E. Local Liquor Authority Consideration of a Request for a New Tavern Liquor License for Pinnacle MLS, LLC dba Ameristar Beer Garden at 100 Richman Street, to Set the Boundaries of the Neighborhood and Set a Date for Public Hearing

12. CITY MANAGER REPORT:

13. CITY ATTORNEY REPORT:

MISSION STATEMENT: The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community

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

14. EXECUTIVE SESSION:

Executive Session to hold a conference with the City Attorney to receive legal advice on specific legal issues regarding pursuant to C.R.S. § 24-6-402(4)(b), and to instruct negotiators pursuant to C.R.S § 24-6-402(4)(e) regarding City-owned land on Gregory Hill, the Gregory Street HARD District, other City-owned property and regarding negotiations with other governmental entities and to hold a conference with the City Attorney to receive legal advice on specific legal issues regarding pursuant to C.R.S. § 24-6-402(4)(b) regarding snow removal within the City and regarding potential revisions to the Employee Handbook.

15. ADJOURNMENT:

MISSION STATEMENT: The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community

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City of Black Hawk New Employee Introduction



Jennifer Wilcox
Communications Officer 1

I am elated to be a part of the Black Hawk first responders family! My husband Alex and I relocated from Indiana to Colorado in 2022. We live here in Gilpin County and feel incredibly lucky to have the opportunity to enjoy this beautiful and unique community. I love the outdoors and spend my downtime hiking with our dogs, exploring new trails.

This is an entirely new career for me. I spent 15 years in the legal field helping clients through some of the most challenging times in their lives. I then spent 7 years as a real estate broker assisting clients with the sale and purchase of their dream home. I have always enjoyed making a difference in people's lives, and I look forward to doing the same here in Black Hawk!



**City of Black Hawk
City Council**

March 27, 2024

MEETING MINUTES

Corey Marshall, a candidate from District 3 for Gilpin County Commissioner, rang the bell to open the meeting.

1. **CALL TO ORDER:** Mayor Spellman called the regular meeting of the City Council to order on Wednesday, March 27, 2024, at 3:00 p.m.

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

Staff Present: Visiting City Attorney Graham, City Manager Cole, Police Chief Moriarty, Fire Chief Woolley, Administrative Services Director/City Clerk Greiner, Community Planning & Development Director Linker, Finance Director Hillis, Public Works Director Isbester, City Engineer Reed, Water Resource Engineer Dallam, Maintenance Services Manager Jackson, Deputy City Clerk Martin, and many others from all departments including a strong showing of employees that reside in Gilpin County.

PLEDGE OF ALLEGIANCE: Mayor Spellman led the meeting in reciting the Pledge of Allegiance.

Mayor Spellman acknowledged what a fine job Public Works had done with the last few snowstorms. He said the City did not miss a beat and noted that Fire and Police were also right there with everyone. He went on to say he would expect nothing less because they are the best, and it is proven because Black Hawk only hires the best! He also gave kudos to the Water Department for keeping us in water. Everyone did a stellar job!

3. **AGENDA CHANGES:** Mayor Spellman said he would preempt some items on the agenda after Public Comment, as Council has an item of exigent circumstances that needs to be addressed at this meeting. Deputy City Clerk Martin noted there were no other agenda changes.

4. **CONFLICTS OF INTEREST:** Visiting City Attorney Graham stated that this is the portion of the agenda where the Council could disclose a conflict of interest on any matter on today's agenda, in addition to what is currently on file with the Secretary

of State's Office and the City Clerk's Office. Visiting City Attorney Graham asked the Council if they had any Conflicts of Interest and asked members of the audience if anyone objected to any Council member voting on any item on today's agenda.

No conflicts were noted from the Council and no objections were received from the audience.

5. EMPLOYEE INTRODUCTIONS: Lloyd "Calvin" Culp, Fleet Technician II
Thomas Tabbert, Maintenance Worker I
Yan "Z" Zou, Water Utility Operator I

Maintenance Services Manager Jackson introduced Calvin and Thomas, providing their backgrounds and stating how they have already proven themselves as great team members.

Water System Superintendent McLain introduced Z. She comes from Florida State University with a Civil and Environmental Engineering Degree. He said she is a quick learner and has already received her Level 1 Distribution and Treatment Certification within the past six months.

All were warmly welcomed to a round of applause.

6. PUBLIC COMMENT: Deputy City Clerk Martin stated that Corey Marshall signed up to speak.

Corey Marshall, 70 Rudolph Ranch Road in Gilpin County, introduced himself for the record. He is running for County Commissioner in District 3. He provided his background: he has lived in the county for 30 years, owns a local horse boarding facility, was engaged in the county for many years with the School District, and worked for Ford and Coors focused on strategy, finance, and business development. He said he would like to take that business experience and help run the county in a "common sense business approach," including supporting the cities and building industry, including the county's biggest industry, gaming. He was thankful for the opportunity to speak.

Mayor Spellman wanted to read an item in the City Charter for this next issue. He read, "The Mayor shall, from time to time, communicate to the Aldermen information and recommend all such measures as, in the Mayor's opinion, may tend to the improvement of the finances, police, health, security, comfort and ornament of the City." He then said that he does this quite often, and it is up to the Aldermen to decide whether it is a good idea. One recommendation was the Intergovernmental Agreement (IGA) with the School District, to which Black Hawk now remits 1.5% of the sales tax generated in the City, and as part of that agreement, Black Hawk has "conditions subsequent."

He recently went to the Board of Alderman with an idea to partially fund the Gilpin County Community Center. City Clerk Greiner pulled up a term sheet on the projector screens, and hard copies were made

available to the audience. He read the term sheet for the record: “Under the following terms and conditions, beginning in January 2025, Black Hawk shall remit \$1,000,000 to Gilpin County on an annual basis, including thereafter a yearly increase equal to the most recently published Actual Denver-Aurora-Lakewood Consumer Price Index. The funds shall be divided into twelve monthly installments. Gilpin County shall dedicate the received funds solely to the Gilpin County Parks and Recreation Department, using the funds exclusively for the operating expenses of the Gilpin County Community Center.” He said the first few conditions were the “conditions subsequent,” if Gilpin County entered into this IGA, similar to the School District, these would be the terms under which the \$1,000,000 would be remitted to the county. He then went on to read the terms:

- The total Gilpin County mill levy, including the mill levy for the Gilpin County Library District, shall not exceed 10.695 mills.
- The funding formula in the Second Amendment to the Establishing Contract for the Gilpin Ambulance Authority shall remain the same.
- No Gilpin County Sales Tax, Use Tax, Lodging Tax, or any other tax or fee shall be imposed within Black Hawk.
- No governmental or quasi-governmental entity within Gilpin County shall impose a mill levy within Black Hawk.
- No governmental or quasi-governmental entity within Gilpin County shall impose a Sales Tax, Use Tax, or any other tax or fee within Black Hawk.
- No constitutional amendment or other mechanism applicable to the City shall be adopted that amends the constitutional allocation of gaming funds to the City received pursuant to Article XVIII, Section 9(5) (b) (II) & (III) and results in a decrease in the funds allocated to the City as a result of limited gaming.
- No part of the territory in Gilpin County shall be included within the boundaries of the regional transportation district or any other governmental or quasi-governmental entity created to finance transportation or mass transit.
- Black Hawk residents and City employees shall receive a no-cost annual individual or household membership to the Gilpin County Community Center.
- Children of Black Hawk residents shall be provided access at no cost to youth activities and recreational leagues offered at the Gilpin County Community Center.
- The Gilpin County Community Center shall be open seven days a week for a minimum of 84 hours.

He said that Black Hawk currently has an IGA in place with the county by giving them \$25,000 just as a way to assist the community center and residents, and based on the number of residents that took advantage of the money, only \$2,000 of that \$25,000 was used last year.

All of this, he said, is contingent on a ballot question to increase the City’s lodging tax in the November 2024 election, and Council feels this is a very generous offer. He noted that the only language that should have been added is that these are non-negotiable terms; however, when he contacted Commissioner Marie Mornis to set up a meeting with County Manager Ray Rears last week, he and City Manager Steve Cole, after hand-delivering these terms, made it quite clear at that time that they were non-negotiable terms.

Since then, the commissioners met yesterday, March 26th, and after coming out of their Executive Session, he saw on Facebook the following post:



The Board of County Commissioners (BoCC) held an Executive Session on March 26, 2024. Following the session, the Board stated that they appreciate the offer from [City of Black Hawk](#) for dedicated funding for Parks & Recreation. The BoCC looks forward to further negotiations on the proposed terms.



He continued to say “that they made it abundantly clear that the terms and conditions were non-negotiable. If Gilpin County wants us to remit to them \$1,000,000 annually, certainly the residents of Black Hawk and our businesses want something in return: to maintain low taxes and stabilize any taxes. Regarding the IGA with the School District, it only benefited those residents in the southern part of the county in the RE-1 School District. In the north end of the county, which is part of the RE-2 Boulder Valley School District, they do not really benefit from the IGA with the school district. This IGA would benefit all of Gilpin County residents.”

“Based on last year’s election results, 64% of Gilpinites voting agreed that taxes should not be raised to operate the community center. So, Black Hawk was willing to step up and remit \$1,000,000 annually to help defray some of the costs of operating the community center. The City’s response to Gilpin County based on that last sentence the county posted on Facebook was ‘The City of Black Hawk presented the Gilpin County Board of Commissioners with a Non-Negotiable offer to fund the operating expenses of the Gilpin County Community Center in the substantial amount of \$1,000,000 annually beginning January 1, 2025. Black Hawk officials made it abundantly clear that the terms and conditions of the offer were non-negotiable.’ Based on the last sentence in the Gilpin County Facebook post, the Gilpin County Board of Commissioners has declined and rejected the generous offer from the City of Black Hawk to provide annual funding for the Gilpin County Community Center.” Again, he added, it is contingent on the ballot question before the Black Hawk voters, but the lodging tax is a pass-through tax to the visitors of Black Hawk, so we are confident that the voters of Black Hawk will support this concept and allow us to raise the lodging tax.

Mayor Spellman then opened this to Council to make any comments. Alderman Moates stated that it was his opinion that it would be unconscionable for Gilpin County to snub their noses at Black Hawk's offer of \$1,000,000 yearly while racing in their efforts to raise taxes that would affect every resident in Gilpin County.

Alderman Midcap stated that the rec center has so much deferred maintenance, millions of dollars, and right now, the county is talking about using reserves, which he thinks is a mistake, to take care of the rec center. And, on top of that, he said, in order to make the rec center viable they were trying to do a 2.7% mill levy increase, which is basically \$1,000,000 and that failed because people don't want to increase their taxes, but still the county does want to increase the taxes, so this is an option that the City of Black Hawk put out there where taxes don't have to be raised for \$1,000,000, and they are trying to dictate the terms to us and we're the ones giving them the money, so I'd actually like to see us just take this off the table and say we're not going to do it.

Alderman Torres said he communicates a lot, through work and other venues, with folks of the county, and people are opposed to having their taxes raised for many reasons; one of them, he would say, is that the services that the county has provided over the years from tax increases haven't been to offer more services but to raise them to sustain what we already have. However, he said, this isn't an offer coming from Black Hawk, as if we are the heroes; we are trying to get something out of it, which is the whole honest truth. What we want out of it, he said, is to be able to maintain the economy in this county, functioning at a level pace without raising taxes on the residents. If you do not think that that's plausible, he said he doesn't know where your heads are at, but I gotta say this: it is not negotiable; the reason it is not negotiable is that there is only one negotiating aspect to it: you want to retain the right to impose taxes at all levels including inside of Black Hawk no matter how beneficial this offer might be. He ended by saying that we would have to take it off the table if you do not agree to the terms we presented.

Mayor Spellman wanted to point out something else that if the county were to enter into this IGA, this is not binding; if the current board wished to approve the IGA and they are all reelected and back on the board next year they can terminate this, there's no downside, and chances are the reason why it would be breached is that there is some sort of election in November but then the voters get to decide in Gilpin County, do you want to give up \$1,000,000 coming from Black Hawk and have your taxes raised, or do you want to keep the status quo, but this is not binding, a new group of county commissioners could say no we don't like this agreement any longer, and we just simply want to raise taxes, that's their prerogative. So, at any time, this IGA could be terminated by any Board of County Commissioners.

Alderman Armbright and Bennett agreed with everything that was said. Alderman Johnson did as well but would agree to take it off the table. Mayor Spellman would recommend leaving it on the table for now to see if the current board of County Commissioners were to come to their senses and accept this; if they don't, this could very well become an election issue this November and candidates can support it, or not. If no candidates or current board of County Commissioners want to support this, then in the future simply, the residents of Gilpin County can express their voice because if there is a ballot measure put on at some point by the commissioners and we roll this out next year or the following year and we give the voters of Gilpin County the option here's this offer \$1,000,000 annually or raise your taxes, and again we know the results from last year's ballot question.

Mayor Spellman said that when he and City Manager Cole met last Thursday with Commissioner Mornis and County Manager Rears, they set up a time on April 10 at 10:00 am to meet again, not to negotiate, but to have a framework for an IGA to agree on the language in the IGA on how they would implement the terms and conditions, not to negotiate the terms and conditions. So, at this point, the April 10th date has been vacated; they do not intend to meet. He added that they may leave it on the table and let it become a voter issue, and as Mr. Marshall came today to introduce himself as a candidate, perhaps he'd like to use this as a campaign issue: let the voters of Gilpin County decide. He finished by adding that Black Hawk makes up 55% of the county's budget through gaming this year.

Donna Okray Parman, 529 Highpoint Circle in mid-Gilpin, spoke for the record. She said we in Gilpin County prevented that mill levy from going through because we have plenty of money in Gilpin County; it's how they are spending it. She has a blog and said she has hundreds of people on the blog who read the news of what's happening in the county, and when we attended the budget hearings in January, two of the commissioners, not the one here today, looked at us and said they would come back with another mill levy and said they have to have secure funding for the rec center. She wanted to thank Black Hawk for this offer, and as a resident, a citizen, and a grandma who wants to leave her cabin to her grandkids someday, it sounds like a good plan for us. She went on to add that the county earned 1.5 million dollars a year for the three years of the original mill levy that we had to pass to come back from COVID, so what Black Hawk is offering is \$500,000 less a year than the entire amount that the entirety Gilpin taxpayers paid for the mill levy, and thanked the City again for their generosity and for coming up with the idea. She said the commissioners bullied the citizens into voting. She is proud of the City and how they decorate so beautifully with flowers and at Christmas, and this meeting was wonderful, how nice and polite everyone was, and how they shook hands with all the new employees.

7. APPROVAL OF
MINUTES:

March 27, 2024

**MOTION TO
APPROVE**

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

MOTION PASSED

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

8. PRESENTATION:

Black Fox Mining, LLC.

Matt Collins, President of Black Fox Mining, and Ed McGoldrick, VP of Operations, were present to go through their presentation.

Mr. Collins took a moment for the record to second Ms. Parman's sentiments about the City's offer to Gilpin County and said his kids learned to swim at the rec center, and he appreciates what Black Hawk is trying to do, which he supports 100%.

The presentation described the reinvigoration of the Bobtail Tunnel, focusing on a proposal for Phase 1 to get the infrastructure and property tour-ready. There is \$330,000 in contingency budgeted, but he said this

is a budget and not a fixed bid, so if there is any chance to save money, they will. The biggest cost would be in the #5 shaft area, which would be the communal area. Mr. Collins confirmed there would be two crews of four, three underground and one above ground, at all times. He estimates seven months of work to open in the spring of 2025.

Mayor Spellman said the contract would be heard at the next meeting. He said this would be more of a distinct mining tour because it is right on Gregory Street within the City. It will bring back the City's golden years and will be a major feature in the Gregory Street HARD District.

9. ACTION ITEMS:

A. Resolution 31-2024, A Resolution Amending the Temporary Construction Easement Between the City of Black Hawk and the Greiner Family Trust Associated with Improvements to the Property Located at 187 Clear Creek Street

Mayor Spellman read the title.

Community Planning and Development Director Linker introduced this item. The Greiner Family Trust signed the original Temporary Construction agreement on August 9, 2023. On February 27, 2024, the Greiner Family Trust requested the City consider compensating the Trust for the entire value of the total project and in turn, the Trust would complete the project with their own landscape company and release the City/White Construction Company from their obligation to return the property to its original condition. The change requires an amendment to the original Temporary Construction Easement.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 31-2024, a Resolution Amending the Temporary Construction Easement between the Greiner Family Trust associated with improvements to the property located at 187 Clear Creek Street.

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:

Visiting City Attorney Graham had nothing to report.

12. EXECUTIVE SESSION: Visiting City Attorney Graham recommended item number 2 only for Executive Session.

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 4:28 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 4:45 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 4:45 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

RESOLUTION 32-2024
A RESOLUTION
REAPPOINTING RONALD
W. CARLSON TO BE THE
CITY OF BLACK HAWK
MUNICIPAL COURT
JUDGE

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

Resolution No. 32-2024

**TITLE: A RESOLUTION REAPPOINTING RONALD W. CARLSON TO BE THE
 CITY OF BLACK HAWK MUNICIPAL COURT JUDGE**

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

Section 1. Pursuant to Article V, Section 3 of the City of Black Hawk Home Rule
Charter, Ronald W. Carlson is hereby reappointed as Municipal Judge to serve a two (2) year
term, which term shall expire on May 1, 2026.

RESOLVED AND PASSED this 10th day of April 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Reappointment of Ronald W. Carlson to be the City of Black Hawk Municipal Court Judge.

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

MOTION TO APPROVE Resolution 32-2024, A Resolution Reappointing Ronald W. Carlson to be the City of Black Hawk Municipal Court Judge.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Municipal Court Judge has a two (2) year term, which expires on May 1, 2024. Judge Carlson was last reappointed on October 11th, 2023 retroactive to May 1, 2022.

AGENDA DATE: April 10, 2024

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

STAFF PERSON RESPONSIBLE: Melissa Greiner, CMC, City Clerk

DOCUMENTS ATTACHED: N/A

RECORD: []Yes [X]No

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

SUBMITTED BY:

REVIEWED BY:



Melissa A. Greiner, CMC, City Clerk



Stephen N. Cole, City Manager

RESOLUTION 33-2024
A RESOLUTION
APPROVING A CHANGE
ORDER TO THE DESIGN
SERVICES CONTRACT
WITH JVA, INC FOR
DESIGN SERVICES FOR
THE HIDDEN VALLEY
WATER TREATMENT
PLANT IN THE AMOUNT
NOT TO EXCEED \$52,000

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 33-2024

TITLE: A RESOLUTION APPROVING A CHANGE ORDER TO THE DESIGN SERVICES CONTRACT WITH JVA, INC FOR DESIGN SERVICES FOR THE HIDDEN VALLEY WATER TREATMENT PLANT IN THE AMOUNT NOT TO EXCEED \$52,000

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 Change Order to the Design Services Contract with JVA, Inc. in the amount not to exceed \$52,000 to provide Design Services for the Hidden Valley Water Treatment Plant Second Treatment Train, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 10th day of April, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 33-2024, a Resolution approving a Change Order to the contract between the City of Black Hawk and JVA, Inc. in the amount of \$52,000.00 for the design of the second treatment train at the Hidden Valley Water Treatment Plant.

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

MOTION TO APPROVE Resolution 33-2024 a Resolution approving the Change Order to the Design Services Contract with JVA, Inc. for design services for the Hidden Valley Water Treatment Plant in the amount not to exceed \$52,000.00.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Hidden Valley WTP was designed and constructed around 1998. The facilities were designed to ultimately double the capacity of the plant, with only half of the equipment being populated. Unfortunately, the regulations with regard to treatment have evolved and the basins constructed for future use no longer met current design standards.

In January of 2022 the City executed an agreement with JVA for the design of the second train at the Hidden Valley Water Treatment Plant. In June of 2022 Change Order No. 1 was executed for modifications to the sludge handling process. In August of 2022, JVA on behalf of the City of Black Hawk submitted a Basis of Design report and 60% drawings for the Hidden Valley WTP to the Colorado Department of Public Health and Environment (CDPHE). CDPHE required additional information to support the required variance request that accompanied the application. That information requested included extensive water quality testing and various stages of the treatment process that would confirm if the treatment process would yield acceptable results to grant the variance of the current treatment standards. On March 11, 2024 CDPHE issued a permit to proceed with construction of the plant as it was originally designed. This change order is for the fee's associated with the additional work needed to obtain the permit.

AGENDA DATE: April 10, 2024

FUNDING SOURCE: N/A

STAFF PERSON RESPONSIBLE: TI/BD

DOCUMENTS ATTACHED: Change Order

RECORD [] Yes [] No

CoBH Certificate of Insurance Required [] Yes [] No

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

SUBMITTED BY:



Thomas Isbester, Public Works Director

REVIEWED BY:



Stephen N. Cole, City Manager

CHANGE ORDER NO. 2

CITY OF BLACK HAWK

Hidden Valley Water Treatment Plant Expansion - Design

City of Black Hawk

987 Miners Mesa Road

Black Hawk, Colorado 80422

Phone: (303) 582-1324

Contractor Name JVA, Inc

Contractor Address 1319 Spruce St

Contractor Address Boulder CO 80302

Contractor Phone: 303.444.1951

PART 1 GENERAL

1.1 SCOPE

A. This Change Order consists of 2 pages and the attachments detailed below:

1. Scope of Work additional engineering services described in letter of March 28, 2024 from JVA, Inc. under title of Design Phase Services Amendment – Rev 1

PART 2 CHANGES TO THE CONTRACT

2.1 CHANGE ORDER ITEM DESCRIPTIONS

A. Additional services needed for the design of the expansion of the Hidden Valley WTP.

PART 3 CHANGES TO CONTRACT PRICE AND TIME

3.1 CONTRACT PRICE

A. This Change Order supersedes the cost data in the attached cost proposals and is summarized as follows:

Cost Proposal Request (Rev 1):	\$ 52,000.00
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Total	<hr/> \$ 52,000.00
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B The Contract Price is changed as follows:

Original Contract Price: \$225,000.00

Change in Contract Price
due to Previous Change

Orders: \$ 44,600.00

Contract Price Prior to
this Change Order:

\$269,600.00

Change in Contract Price
due to this Change

Order: \$52,000.00

Contract Price with All
Approved Change Orders:

\$321,600.00

3.2 CONTRACT TIME

SCHEDULE AS SHOWN IN ATTACHMENT

ACCEPTED BY OWNER

City of Black Hawk

By _____

Date _____

Title _____

ACCEPTED BY CONTRACTOR

Contractor Name: JVA Inc.

By 

Date 4/1/24

Title Sr. Project Manager

Upon execution of the Change Order by the Contractor, Contractor hereby certifies that Change Order No. 2 is: Executed in good faith, supporting data are accurate and complete to the best of the Contractor's knowledge and belief and that the amount and time extension requested accurately reflects the contract adjustments for which Contractor believes Owner is liable



March 28, 2024

Mr. Brad Dallam, P.E.
Water Resources Engineer
City of Black Hawk
987 Miners Mesa Road
Black Hawk, Colorado 80422

Reference: Hidden Valley Water Treatment Plant Expansion – Letter Agreement
Design Phase Services Amendment – Rev 1

Dear Brad:

In August of 2022, on behalf of the City of Black Hawk (City), JVA, Inc. (JVA) submitted a Basis of Design Report and 60% design drawings for the Hidden Valley Water Treatment Plant (HVWTP) Expansion to the Colorado Department of Public Health and Environment (CDPHE). During the review, CDPHE requested water quality test data to justify the proposed 800 gpm capacity. JVA and the City collaborated in the collection and documentation of the water quality data, with a resultant submittal to CDPHE in October 2023. The data was accepted and CDPHE issued an approval letter for the project on March 11, 2024. The general project scope approved is the expansion of the existing water treatment facility including the addition of new pumps (raw water, settled water and finished water), addition of two new treatment trains (coagulation, flocculation, sedimentation and filtration), replacement of the existing tube settlers with new plate settlers and improvement to select chemical storage and feed systems. The primary condition of approval is that the updated Record of Approved Waterworks (RAW) serves as the approval for all sources, treatment and water storage tanks for the public water system. The updated RAW includes the following elements for the Hidden Valley Water Treatment Plant (SWTP02):

- 1.) 800 gpm capacity, 4 of 4 filters with Dory Hill SWTP providing redundancy.
- 2.) Raw Water pumps – five (5)
- 3.) Gas chlorine (pretreatment, chlorine dioxide and disinfection)
- 4.) pH adjustment with hydrated lime and soda ash
- 5.) Coagulant addition with cationic polymer
- 6.) Rapid mix – two units
- 7.) Flocculation – 2-stage, four units operated in parallel.
- 8.) Sedimentation - plate settlers – four operated in parallel
- 9.) Settled water feed pumps – five (5)
- 10.) Pressure sand filtration – four units operated in parallel.
- 11.) Finished water pH adjustment – carbon dioxide gas addition.
- 12.) Disinfection in contact basin.
- 13.) Finish water high service pumps – three (3)
- 14.) Sludge holding tanks (2), mixing tank (1) and bag dewatering system.



The RAW also stipulates approved deviations from the State Design Criteria. These deviations are highlighted below.

- 1.) Two-stage flocculation with hydraulic retention time of 21.3 min
- 2.) Plate settler sedimentation maximum flow of 200 gpm per unit (total of four)
- 3.) Pressure filter maximum flow of 200 gpm per unit (total of four)

The treatment process expansion and pumping improvements are well defined and now State approved. However, narrowing down the solids handling improvements has been a challenge. We piloted numerous mechanical dewatering units and designed a two-story building expansion to house the system. Mechanical dewatering has turned out not to be viable. Based on our recent coordination meeting with City staff a prudent plan forward is to expand the current bag dewatering system and plan for a potential future bag drying and storage structure.

SCOPE OF SERVICES

Our proposed scope for the amended project includes finalizing the design and bidding assistance. Construction phase services are not included and will be coordinated separately. The following major tasks and deliverables are proposed:

Project Tasks:

- 1.) Site Visit/Reboot Meeting
 - a. Meeting onsite with City staff and subconsultants.
 - b. Review design status.
 - c. Review tasks, schedule & conduct plant tour.
- 2.) Prepurchase Equipment
 - a. Update and finish prepurchase agreements.
 - b. Negotiate updated pricing from 2022.
 - i. Line & Soda Ash Dry Feeders - \$228,000
 - ii. Plate Settlers (4) - \$395,000
 - iii. Pressure Filters (2) - \$540,000
 - c. Coordinate prepurchase of other select equipment.
- 3.) Finalize Design
 - a. Process piping.
 - b. Chemical systems and small piping.
 - c. Solids dewatering scheme with second bag filter unit.
 - d. Electrical distribution and panels
 - e. Control integration – PLCs, signals, and wiring.
- 4.) Progress Meetings (plan on in-person meetings)
 - a. Kick off – Project Reboot – April
 - b. Progress Meetings (2) - May
 - c. Review 90% Design – June
 - d. Final Project Coordination – June
- 5.) Bidding Services
 - a. Attend pre-bid conference.
 - b. Document addendums.
 - c. Answer contractor questions.
 - d. Prepare bid summary and recommendation of award.



Deliverables:

- 1.) 90% Design (drawings, specs and construction cost estimate)
- 2.) Final Design - Contract Documents (drawings, specs and final cost estimate)
- 3.) Bidding Services (pre-bid notes and addendums)

PROJECT BUDGET & BASIS OF PAYMENT

The HVWTP Expansion Project has essentially been on hold for one and half years. In this time frame JVA has coordinated additional solids dewatering piloting, water quality data collection and facilitated meetings with the State and City to keep the project review process moving forward. JVA has exceeded our design budget and are requesting additional funding to complete the project.

We are teamed with Browns Hill Engineering & Controls (BHEC - \$21,300) and Logical Systems (LSI - \$22,200). BHEC is completing the electrical design and LSI is coordinating the controls design. Both BHEC and LSI have attended meetings and reviewed the existing and proposed facilities in the field, but never moved forward with drawing preparations. Both entities have over ninety percent of their budgets remaining. We have communicated with BHEC and LSI and their remaining budgets are adequate to complete the project.

We also contracted with LRE Water, LLC (LRE - \$15,900) and worked with Jon Ford, the original designer of the high-pressure finished water pumping system at the treatment plant and two booster stations. Jon reviewed the historical design documents and hydraulic calculations and summarized his conclusions as follows:

- 1.) The transmission main was installed with a 2,000 gpm capacity.
- 2.) The pumping system and surge tanks are designed for 1,000 gpm capacity.
- 3.) To upgrade from a 0.5 mgd to 1.0 mgd plant minimal changes are required.
 - a. Install larger flow nozzles at each of the three pumping systems. The City has the flow nozzles and they must be installed in the correct direction.
 - b. Install larger vertical turbine pumps.
 - c. New VFDs are likely needed and will need to have the same features and be set up as the current VFDs.
 - d. Air chamber settings will probably need to be changed but the set point determination will require testing of the new pumps.
 - e. Upsizing of the pressure sustaining valve at the Miner's Mesa Tank maybe required considering the planned Elkhorn Storage Tank.

Jon Ford only used \$1,988 of the LRE budget to complete his document search and summary. He did say he wanted to attend the start up to assist with control and system set point adjustments. Jon is retired, but we can try to engage with him during construction. JVA used a portion of the remaining LRE budget to continue to manage the project over the one and half year pause in production. A total of \$5,600 remains of the LRE budget, which JVA requests to continue to use as we finalize the project.



We propose that the basis of payment for the scope of work continue to be a percent complete of the lump sum total and request a budget increase of \$52,000. The fee is based on the following assumptions:

- 1.) Clear Creek raw water intake facility will not require improvements.
- 2.) HVAC improvements at existing main treatment building are not required.
- 3.) Shop drawing review of prepurchased equipment deferred to construction phase.
- 4.) Finished water high-pressure surge relief system (at WTP and Booster Pump Stations) is sized appropriately for the expanded flows and will not require improvement. The installation of new larger pumps and VFDs is anticipated.
- 5.) A new Miner's Mesa Tank - pressure sustaining valve is not required.
- 6.) Controls integration and HMI screen development performed by City integrator.
- 7.) Survey and geotechnical services will not be required.

SCHEDULE

With approval of this letter proposal, we can start the project back up with a kickoff or reboot meeting in April. We anticipate the following 2024 schedule:

Kick off/Reboot Meeting	mid-April
Preorder Equipment	May
90% Submittal	June
Final CDs	July
Advertise & Bid Project	August
Begin Construction	September/October

If you are in agreement with this amendment, please indicate by signing below and returning a copy to our office, confirming authorization to proceed. We anticipate completing this project in accordance with the previously approved general conditions. We look forward to getting this project up and running again and working with the City in completing the water treatment plant expansion. If you have any questions about this letter or the scope described herein, please do not hesitate to contact us.

Sincerely,
JVA, Incorporated

By: _____


Robert Anderson, P.E.
Senior Project Manager

Accepted by:
City of Black Hawk

By: _____

Date: _____

END OF SECTION

RESOLUTION 35-2024
A RESOLUTION
APPROVING
EXPENDITURES IN THE
TOTAL AMOUNT NOT TO
EXCEED \$225,312.00 FOR
THE CITY'S EXTERIOR
PAINT PROGRAM

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

Resolution No. 35-2024

**TITLE: A RESOLUTION APPROVING EXPENDITURES IN THE TOTAL
 AMOUNT NOT TO EXCEED \$225,312.00 FOR THE CITY'S EXTERIOR
 PAINT PROGRAM**

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

Section 1. The City Council hereby approves expenditures in the total amount not to
exceed Two Hundred Twenty-Five Thousand, Three Hundred Twelve Dollars (\$225,312.00) to be
paid to Independent Painting for the 2024 Exterior Paint Program for the following properties:
140 Chase Street, 210 Chase Street, 241 Chase Street, 351 High Street, and 100 Marchant Street
– Carriage House, 100 Marchant Street – Main House, 110 Marchant Street – House, 100 Marchant
Street – Garage, 131 Marchant Street, and 141 Marchant Street.

RESOLVED AND PASSED this 10th day of April, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT:

Approving expenditures in the total amount not to exceed \$225,312.00 for residential properties 140 Chase Street, 210 Chase Street, 241 Chase Street, 351 High Street, 100 Marchant Street, 110 Marchant Street, 131 Marchant Street, and 141 Marchant Street participating in the 2024 Exterior Paint Program.

RECOMMENDATION:

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

MOTION TO APPROVE: Resolution No. 35-2024, a Resolution approving expenditures in the total amount not to exceed \$225,312.00 for the City's Exterior Paint Program.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On January 10, 2024, Resolution 2-2024 approved a Personal Services Agreement with Independent Painting to continue being the paint contractor for the City's 2024 Exterior Paint Program.

On October 10, 2023, Community Planning & Development contacted all residents eligible to participate in the 2024 Exterior Paint Program, with a deadline to apply by October 16, 2023. Staff then scheduled site visits in November 2024 with all the residents who applied to participate in the program. The site visits allowed Independent Painting and the City to generate a scope of work and create the proposals.

Below is a breakdown of the participating properties and the accumulating total:

PROPERTY ADDRESS	PROPOSAL
140 Chase Street	\$ 23,295.00
210 Chase Street	\$ 18,380.00
241 Chase Street	\$ 22,445.00
351 High Street	\$ 21,180.00
100 Marchant Street – Carriage House	\$ 30,982.00
100 Marchant Street – Main House	\$ 22,460.00
110 Marchant Street - House	\$ 18,550.00
110 Marchant Street - Garage	\$ 15,360.00
131 Marchant Street	\$ 22,510.00
141 Marchant Street	\$ 30,150.00
TOTAL AMOUNT	\$225,312.00

The total expenditures for the 2024 Exterior Paint Program are currently \$225,312.00, exceeding the approved budget of \$200,000.00 by \$25,312.00. Because the City entered into a contract with Independent Painting in January 2024 and Independent Painting cleared its schedule, making the City a priority and to accommodate the residents wishing to participate, City Staff recommends approval of the total expenditures not to exceed \$225,312.00. If the City Council approves the expenditures, Independent Painting will create a schedule and identify if he will engage a subcontractor to assist with the smaller, less complicated projects. The painting will commence as soon as the weather cooperates, with a proposed completion date September 30, 2024, but no later than October 1, 2024. All properties with color changes will receive an administratively approved Certificate of Architectural Compatibility.

AGENDA DATE:

April 10, 2024

WORKSHOP DATE:

N/A

FUNDING SOURCE:

010-1101-4115813
Program Expenses/Residential Paint
Program - Approved Budget \$200,000

DEPARTMENT DIRECTOR APPROVAL:

☒Yes ☐No

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker, CP&D Director

DOCUMENTS ATTACHED:

Resolution 35-2024
Individual Property Packets –
Includes the Paint Proposal, the
Guide to Programs, and the Grant
Program Agreement

RECORD:

☐Yes ☒No

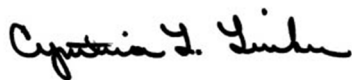
CoBH CERTIFICATE OF INSURANCE REQUIRED

☐Yes ☒No

CITY ATTORNEY REVIEW:

☒Yes ☐N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

140 CHASE STREET

\$23,295.00

PAINT PROPOSAL



Independent Painting

Mobile: 720-938-5398

PO Box 672

Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 012124
Sheet No. 1
Date 01-21-24
Prepared by: Eric Miller
Work to be Performed at: 140 Chase St.

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of...

Exterior Repaint of 140 Chase St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Tape/caulk all window glass to wood sashes/muttons.
3. Prime 100% using KILZ2 all purpose primer.
4. Caulk as needed on any joints, cracks or gaps in siding, fascia, casing, etc..
5. Set any nails and or secure loose siding/trim as needed.
6. Paint trim complete w/ 2 coats of SW Duration ext. satin: Existing Red SW????
7. Paint body complete w/ 2 coats of SW Duration ext. satin: SW9163 Tin Lizzie
8. Paint accents complete w/ 2 coats of SW Duration ext. satin: SW7570 Egret White
9. Prep and paint front porch deck w/ 2 coats of SW Super Deck to match existing.
10. Prep and paint 4 storm windows at bay window on west side of home.

Benjamin
Moore
Somerville
Red
HC-62

Note:

- Homeowner to remove and reinstall window screens.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of \$23295.00

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

Acceptance of Proposal

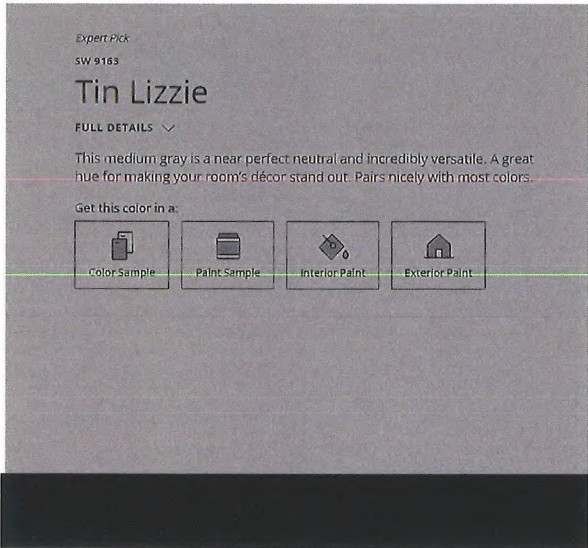
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

DocuSigned by:
Signature Robert Dunlap
9458BF961A3F4F5...

Date 4/1/2024

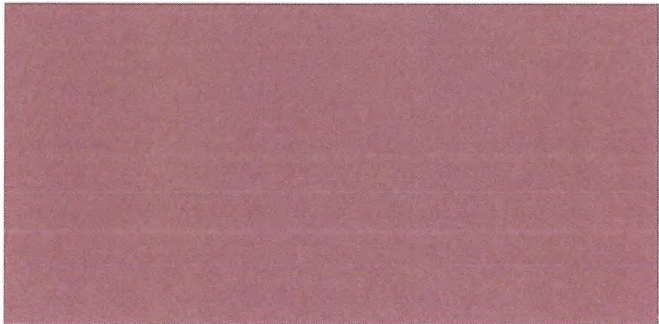
140 CHASE STREET – CONFIRMED FINAL COLOR

Body Paint - Sherwin-Williams: SW9163 Tin Lizzie

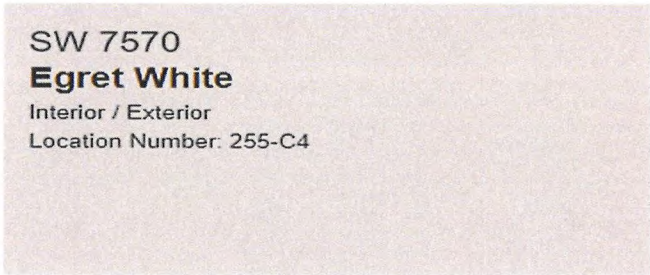


Trim Paint - Benjamin-Moore: HC-62 Somerville Red

· HC-62 Somerville Red



Accents Paint – Sherwin-Williams: SW7570 Egret White



DS
RD

140 Chase St – get proposal/ Needs to be repaired by June 1



Color Change Recommended: Eric Miller to work directly with the H/O

****Homeowner to remove all items near home****

Repairs needed prior to paint. Gutters are recommended as part of the paint program. Areas identified with pictures.

DS
RD



Areas of the home can be scraped and painted, other areas are rotted and needs repaired prior painting

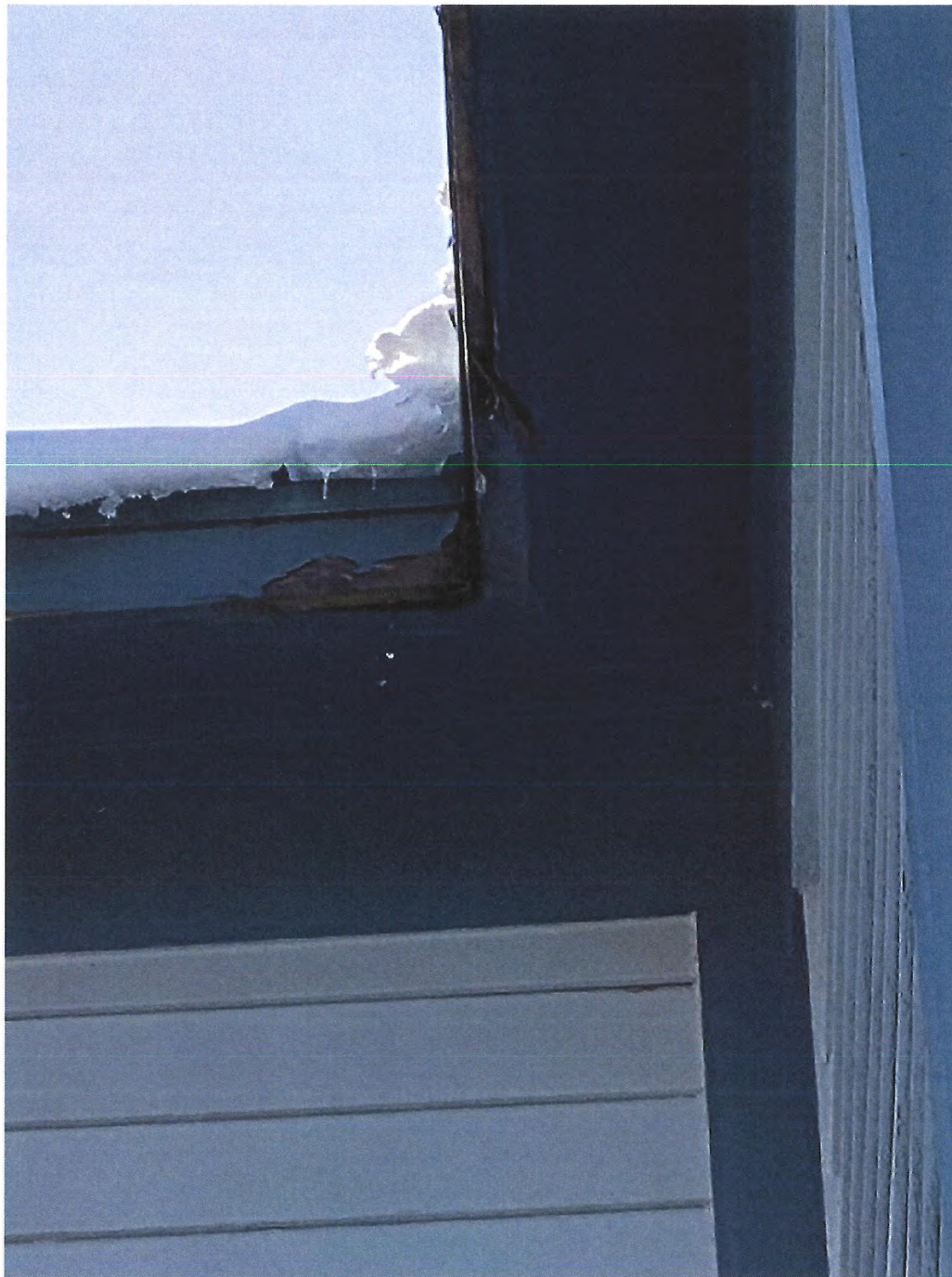


DS
RD



Area of rot –
needs repaired
prior to paint

DS
RD

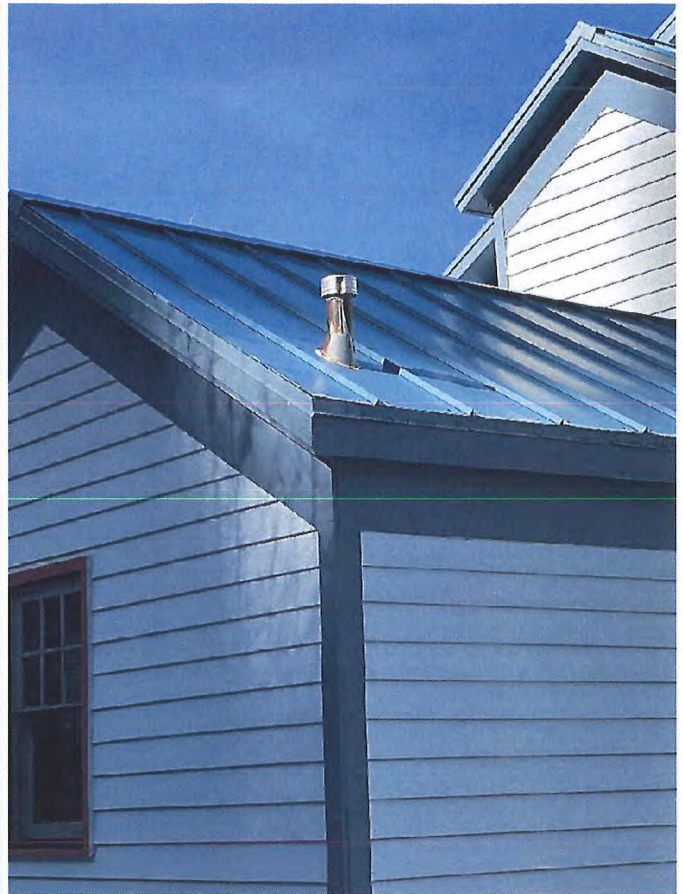
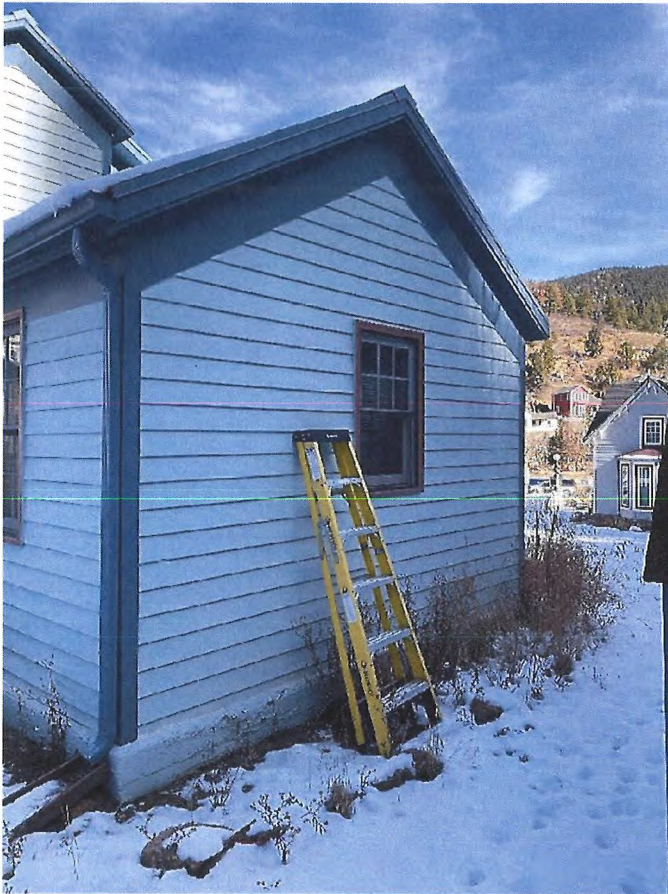


Area of rot –
needs repaired
prior to paint

DS
R1



Gutter is currently painted. New gutters to be installed. CP&D discussed with the homeowner and he agrees. He will also investigate metal roof snow stops.



Venting not painted

DS
RD



Good access all around the house.



Area of rot –
needs repaired
prior to paint

DS
RD



Area of rot –
needs repaired
prior to paint



Siding in rough shape



DS
RD



DS
RD



DS
RD



DS
RD



Porch is painted, in decent shape except for stairs.
Stain exterior doors.
Does this property have exterior storm windows?





Shed: To be painted AS-IS. If repairs are wanted the H/O needs to repair before paint



GRANT PROGRAM AGREEMENT



BLACK HAWK[®]

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the **10th Day of April, 2024**, (the “*Effective Date*”) by and between the **City of Black Hawk**, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and **Robert Dunlap** (the “*Property Owner*”), whose Residential Property address is: **140 Chase Street, Black Hawk, Colorado 80422**.

RECITALS

- A.** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Residential Exterior Paint Program*”).
- B.** The Property Owner, who is the owner of a structure located at: **140 Chase Street, Black Hawk, Colorado 80422**, (the “*Residential Property*”) submitted an application under the Exterior Paint Program.

AGREEMENT

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

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **\$23,295.00** (the “***Grant***”) for the exterior paint of a Residential Property.

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

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

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

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

2.3 No Liability. The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Exterior Paint Program, whether or not the Property Owner is actually paid any funds from the Grant.

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “**Project**”). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
 - 4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
 - 4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City’s Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
 - 4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
 - 4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City’s Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

6. **Termination of the Grant.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 31, 2024** (The "***Termination Date***"), the Property Owner's right to be paid the Grant or any portion thereof shall automatically terminate.

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

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

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

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

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

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

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

If to the City:

**City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development**

If to the Property Owner:

**Robert Dunlap
32391 Horseshoe Drive
Evergreen, CO 80439
Telephone: 303-907-1264
Email: rbobkat1@gmail.com**

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

10. Miscellaneous:

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

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

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

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

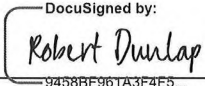
Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

Approved by Resolution 30-2024 on March 13, 2024

PROPERTY OWNER

By:  Robert Dunlap
9458BF961A3F4F5
Robert Dunlap

Approved by Resolution 30-2024 on March 13, 2024

GUIDE TO PROGRAMS

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 30-2024

TITLE: A RESOLUTION AMENDING THE RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS

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

Section 1. The City of Black Hawk Residential Exterior Paint Program—Guide to Programs, dated March 2024, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved.

Section 2. The March 2024 Residential Exterior Paint Program—Guide to Programs shall apply to exterior paint projects commencing after the effective date of this Resolution.

RESOLVED AND PASSED this 13th day of March, 2024.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC/City Clerk



EXHIBIT A

RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS



CITY OF BLACK HAWK

**RESIDENTIAL EXTERIOR PAINT PROGRAM
GUIDE TO PROGRAMS**

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Exhibit I: Residential Exterior Paint Program – Agreement	
Exhibit II: Federal and State Tax Liability Reimbursement - Forms	

SECTION 1: PROGRAM OVERVIEW

A. PURPOSE

1. The City of Black Hawk established the Residential Exterior Paint Program to preserve the architectural character of residential properties within the Historic Residential District.
2. The Program provides a Property Owner with the resources and financial assistance needed to maintain the exterior paint on its residential buildings.
3. The Program pledges the continuation and enhancement of a functional, sustainable, healthy, and vibrant residential community.

B. DEFINITIONS

1. **Application:** A formal request to participate in the Exterior Residential Paint Program. Applications are accepted and considered on a first-come, first-served basis in the order received.
2. **Board of Aldermen:** An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.
3. **Building Official:** The City official is charged with the responsibility of administering and enforcing the City's building codes.
4. **Building Permit:** A building permit is an official approval to construct a new building or expand or remodel an existing one. Its purpose is to ensure the construction project follows all relevant regulations, including building standards, land use, and environmental protection.
5. **Certificate of Architectural Compatibility:** Land use process to document an exterior improvement to a property, such as a color change.
6. **City of Black Hawk (City):** The authority having jurisdiction over the Residential Exterior Paint Program.
7. **City Council:** The elected Board of Aldermen, plus the Mayor.
8. **Construction Hard Costs:** Costs related to labor, materials, and overhead.
9. **For the Benefit of Process:** The process where a Property Owner endorses grant fund transactions over to the Paint Contractor within three (3) business days of receiving a request from CP&D.

Approved by Resolution 30-2024 on March 13, 2024

- 10. Grant Program Agreement:** The legal agreement that makes specific Exterior Residential Paint Fund proceeds available for exterior painting of residential properties within the City Limits of the City of Black Hawk. The Property Owner agrees to use the funds per the agreed-upon parameters outlined in the document.
- 11. Grant Recipient:** Any person or their authorized agent / designated representative to whom the City of Black Hawk awards a Residential Exterior Residential Paint grant.
- 12. Guide to Programs:** This policy and procedures document outlines the parameters of the Residential Exterior Paint Program.
- 13. Historic Preservation Consultant:** a qualified professional who is an individual licensed or appropriately experienced in the discipline within which a recommendation is needed.
- 14. Municipal Code:** A collection of municipal ordinances and laws enacted and enforced by the City of Black Hawk.
- 15. Outbuildings:** Accessory structures to the original building.
- 16. Paint Contractor:** The contracting company selected to oversee and manage the painting and construction work under the Exterior Residential Paint Program.
- 17. Program:** The Residential Exterior Residential Paint Program is a private project by the Property Owner but reimbursed by the City.
- 18. Property Owner:** Property Owner per recorded City documents or designated representative as provided with written permission via a signed and notarized "Power-of-Attorney" from the Property Owner. The appointed representative can act on behalf of the Property Owner in specified or all legal and financial matters.
- 19. Qualified Properties:** All residential properties are located within the Historic Residential District of the Black Hawk city limits.
- 20. Residential Design Guidelines:** Guidelines developed to help preserve the City's character with exterior improvements to buildings.
- 21. Scope of Work:** This is a guide to help the Paint Contractor and Property Owner understand what the Project covers and does not cover. The document identifies project requirements and the work to be performed during the project and includes details on the timeline.
- 22. Substantial Completion:** The stage in the work's progress when the job, or designated portion thereof, is sufficiently complete per the Scope of Work to close the project.

Approved by Resolution 30-2024 on March 13, 2024

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

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

SECTION 2: TAX LIABILITY

A. ACKNOWLEDGEMENT

1. Weather permitting, the painting timeframe is May 1 through September 30. Project start dates are staggered and may be accelerated or delayed.
2. Any Property Owner that makes a color change after City Council approval must withdraw from the Program and reapply the following year.
3. The Program is fully funded through the City's General Fund and not from revenues received or otherwise derived from the State Historical Fund.
4. All funding is subject to the annual budget and appropriation of the General fund by the City Council.
5. The Program is considered a **private project** by the Property Owner reimbursed by the City.
6. Funds awarded by the City under approved Grants are considered income under state and federal income tax laws and reported to the taxing authorities in the manner provided by applicable law.
7. As the recipient of a Grant, the Property Owner may be required to pay income or other taxes to state and federal taxing authorities.
8. The City has no responsibility or obligation concerning any tax liability to the Property Owner as a recipient of Grant funds or benefits received under the Program.
9. The City provides a one-time first-round reimbursement of a Property Owner's state and federal income tax liability as the Grant recipient. The second-round tax liability remains the Property Owner's responsibility. The Property Owner should consult their tax advisor about whether the one-time first-round reimbursement is income and increases state and federal income tax liability.

Approved by Resolution 30-2024 on March 13, 2024

10. The City encumbers dollars in its accounting system to accommodate the one-time first-round tax reimbursement payment. The Property Owner is responsible for completing the required reimbursement paperwork and delivering the paperwork to the Finance Department during the calendar year following receipt of the Grant.
11. If the Property Owner does not submit a reimbursement request for the one-time first-round reimbursement within the time limits set forth, the encumbered funds will no longer be available for the State and Federal one-time tax payment reimbursement, and the City will reallocate the funds in the budget for other purposes.
12. The City does **NOT** reimburse the Property Owner for any additional state and federal income tax liability that might arise from the one-time first-round reimbursement.

SECTION 3: RESIDENTIAL EXTERIOR PAINT PROGRAM

A. LEGAL REQUIREMENTS

1. Eligible properties are located within the Historic Residential District of the Black Hawk city limits. Both historic and non-historic elements qualify under the Program.
2. Each Residential Property is considered to participate in the Program under an initial five (5) year cycle. Once a property has received funding under this cycle, the property reverts to an eight (8) year funding cycle.
3. The Program is not a substitute for routine maintenance or a Property Owner's insurance coverage.
4. Participation in the Program requires, at a minimum, for the Property Owner to complete an application, a grant program agreement setting forth the terms and conditions of participation in the Program, a W-9 form, sign and agree to the painting proposal, and the scope of work, abide by the conditions of the building permit, submit the required reimbursement forms for the check and payment request and the federal and state tax liability for the one-time first-round reimbursement.
5. The Property Owner may be required, as needed, to enter into a power-of-attorney if they cannot be present during the project, a temporary construction easement, a temporary use permit, or a certificate of architectural compatibility for a color change.
6. If a Property Owner owns multiple residential properties, an application must be made for each eligible Property. Properties are placed on the list in the order in which the applications are received on a first-come, first-served basis.

7. If a full site and building Grant under the Historic Restoration and Community Preservation Grant Program is granted within three (3) years of the City approving funding of a Residential Exterior Paint Grant, the Property Owner agrees to reimburse the City in full the total amount funded for hard construction costs before the Grant of the full site and building is approved and financed.
8. Neither a Property Owner nor a relative of the Property Owner can be the paint contractor, subcontractor, or material supplier.
9. A Property Owner shall not disburse cash funds to the Paint Contractor for any work performed.
10. Neither the Property Owner nor the Painting Contractor can receive an advancement of payments. The City pays Grant funds on a "draw" basis.
11. CP&D and the Property Owner inspect all work for Program compliance with the paint proposal and scope of work before submittal of any invoices from the Paint Contractor to CP&D.
12. Payments are made directly to the Property Owner after CP&D receives a detailed itemized invoice and lien waiver from the Paint Contractor. The Property Owner reviews, approves, and acknowledges seeing every invoice by placing a signature or initial on the invoice and signing the request for payment within three (3) business days of receiving the paperwork from CP&D via DocuSign.
13. The Property Owner promptly completes all Grant fund transactions by signing over the check processed by the City to the Paint Contractor as set forth herein regarding FBO (For the Benefit Of) payments within three (3) business days of the check's availability. CP&D has the Property Owner sign the check in person.

B. PROCESS

1. CP&D references the Residential Exterior Paint Program Spreadsheet to identify eligible Property Owners and sends each Property Owner an email to solicit their interest in participating.
2. If the Property Owner is interested in participating, CP&D sends an application via DocuSign. The Property Owner opens the application, signs it, and dates it by a predetermined deadline. Once the Property Owner completes this task, the document automatically returns to CP&D. CP&D accepts applications in the order received on a first-come, first-serve basis.

Approved by Resolution 30-2024 on March 13, 2024

3. CP&D and the Paint Contractor will schedule a site visit with the Property Owner to create a current conditions report identifying significant repair items, scope of work, and paint colors.
4. A Property Owner requesting a color change discusses color options with their local paint suppliers, such as Sherwin-Williams, Benjamin Moore, or Behr. They may purchase test colors to create a final palette for submission to CP&D.
5. If required, CP&D schedules the Environmental Consultant to complete lead-based paint testing on each Property.
6. CP&D schedules a Zoom or in-person meeting with each Property Owner to review the legal documents: the paint proposal and scope of work, the guide to programs, the grant program agreement, tax liability, power of attorney, W9, temporary construction easements, significant repairs by the Property Owner, paint color finalization, payment process of Paint Contractor invoices that include a check and payment request form from the Property Owner.
7. If the Property Owner commits to the Program, CP&D sends the paint proposal and scope of work, guide to programs, and grant program agreement for their signature via DocuSign. Because a power of attorney, if required, and W9 require an original signature, the Property Owner signs this paperwork at CP&D. The Property Owner obtains a no-cost building permit if required by CP&D and completes the significant repairs identified in the Paint Proposal and scope of work by April 1. If needed, CP&D works with neighboring property owners to obtain temporary construction easement agreements, the Historic Preservation Consultant and Baseline Engineering for all color changes requiring an administratively approved certificate of architectural compatibility, and the Environmental Consultant for any required lead-based paint testing.
8. If colors change, the Property Owner provides the colors selected, and CP&D initiates an administratively approved certificate of architectural compatibility with the Historic Preservation Consultant. If the color change includes more than three (3) colors, the City Council reviews and approves the certificate for architectural compatibility.
9. CP&D finalizes the proposals with the Paint Contractor. If applicable, the Paint Contractor identifies his subcontractors. All subcontractor work requires a lien waiver with each pay application.
10. CP&D requests a resolution from the City Attorney, prepares the request for council action, and submits all information to the City Clerk for inclusion in the City Council packet for its first meeting in April.

11. The City Council reviews each application, guide to programs, grant program agreement, associated temporary construction easements, power of attorney, and the paint proposal and scope of work in the order received by CP&D. Each Application is approved, conditionally approved, or denied.
12. CP&D prepares a \$10.00 payment request and submits it to the Finance Department for each Grantor granting a Temporary Construction Easement to the City.
13. CP&D issues the notice to proceed to the paint contractor via email.
14. CP&D notifies the Property Owners by email if their Project is approved, conditionally approved, or denied by the City Council.
15. CP&D issues individual building permits to track each grant project. The Paint Contractor must complete the projects within two (2) months of the permit issue date. CP&D will inform the Property Owner if a no-cost building permit for significant repairs is required.
16. CP&D notifies each Property Owner to reconfirm the target start date. The Paint Contractor confirms with each Property Owner before mobilization.
17. The Property Owner or their power of attorney must be available during the Project and flexible with the proposed timeframe. The schedule is subject to change due to weather and project progress.
18. The Paint Contractor provides individual project drawdowns at least two (2) weeks before the estimated project start date to CP&D. CP&D obtains written approval from the Property Owner within (3) three business days of the Paint Contractor providing the samples.
19. The Paint Contractor uses high-quality products approved by the City.
20. The Paint Contractor follows all lead-based paint encapsulation standards to cover surfaces containing lead-based paint.
21. The Paint Contractor selects a sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed, and stands up to abrasion. Flat paint is not acceptable.
22. The Paint Contractor coats surfaces to include exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, vertical concrete, and select outbuildings approved by the City.

Approved by Resolution 30-2024 on March 13, 2024

23. The Paint Contractor is accountable for and assumes all responsibility when painting in adverse conditions. The Paint Contractor schedules work when weather conditions are per the manufacturer's specifications and ensures the siding is dry from dew and frost before applying paint. Work ceases in time to allow the paint to dry before dew and frost form.
24. The Contractor gently washes structure exteriors to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence.
25. The Paint Contractor masks all areas requiring protection from overspray and takes into consideration any wind. During the Project, the Paint Contractor is responsible for material damaged by paint on surfaces such as brick, concrete, roofing, vehicles, landscaping, etc.
26. The Paint Contractor performs incidental repairs, scrapes, and sands all failing paint from the substrate, including peeling and bubbling areas. Patches and caulk all joints in exterior trim, including areas where wood joins siding, all other cracks, imperfections, windows, and small holes.
27. The Paint Contractor conceals all wood siding nail holes and resets any nails separating from the siding.
28. The Paint contractor preps and primes all exposed wood surfaces. The primer coat differs in color and applies at least one (1) coat primer.
29. The Paint Contractor, at a minimum, applies at least two (2) coats of the base coat paint per the manufacturer's recommendation and thickness.
30. If transitioning from a stain to paint, at a minimum, the Paint Contractor, at a minimum, applies per the manufacturer's recommendation with a minimum thickness of one (1) coat of primer and (2) coats of paint.
31. The Paint Contractor back-rolls all sprayed surfaces.
32. The Paint Contractor ensures, at a minimum, all stains are two (2) coats with a clear natural satin finish per the manufacturer's recommendation and thickness.
33. The Paint Contractor paints all doors and windows' top and bottom edges.
34. The Paint Contractor paints the bottom edges of all siding, corner stiles, shutters, and bay windows. Remove shutters before painting and reinstall.

35. The Paint Contractor paints all roof vents and flashing black or another specified color or leaves them raw per the Property Owner's preference. Mechanical vents located within the siding match the siding color.
36. The Paint Contractor excludes painting metal roofs.
37. The Paint Contractor ensures the job is free of runs, sags, cracking, and skips, with edges cut neatly.
38. The Property Owner inspects work from start to finish, immediately identifies issues, and shares this information with CP&D and the Paint Contractor.
39. The Property Owner provides the Paint Contractor access to the entire site and work area.
40. The Property Owner removes all items on and away from the structure, outbuildings, fences, decks, and porches.
41. The Property Owner keeps all pets out of the Paint Contractor's work area and removes all pet waste daily for the project's duration. The Paint Contractor is not permitted to bring animals on the site.
42. The Paint Contractor is responsible for trash removal, provides refuse collection containers, and keeps the site clean and debris-free, including cigarette butts, daily.
43. CP&D must review and approve all change orders from the approved paint proposal and scope of work before implementation. CP&D amends the grant program agreement to reflect the additional taxable income to the Property Owner. The amendment is approved, conditionally approved, or denied by the City Council.
44. The Property Owner, Paint Contractor, and CP&D attend onsite progress meetings as needed during the project's duration.
45. CP&D schedules a final inspection upon painting completion with the Property Owner and Paint Contractor to close the Project.
46. The Paint Contractor cleans the site upon substantial completion of work. All paint chips are captured and disposed of, areas are de-masked, and exterior windows are operable and paint-free.
47. The Paint Contractor leaves the Property Owner up to one (1) quart of each paint color, varnish, and stain for a touch-up and any warranty work. The Paint Contractor supplies the paint cans and marks each can, identifying the product. The Property Owner stores the products in a climate-controlled area.

Approved by Resolution 30-2024 on March 13, 2024

48. The Paint Contractor provides a one (1) year limited warranty from the date of substantial completion, covering all manufacturer's defects in the products and 100% of the workmanship, including cracking, peeling, fading, or chipping. Items not covered in the limited warranty include:
 - a. Acts of God that include such items as damage from fire or weather such as tornado, flooding, hail, or hurricane-force winds;
 - b. Repairs or damage caused by the Property Owner or Tenant after the job is complete;
 - c. Existing structural damage, layers of old and peeling paint, or other problems with the house that may cause a paint job to fail;
 - d. Product failure due to misuse or lack of proper maintenance by the Property Owner or Tenant;
 - e. The Property Owner or Tenant making significant product alterations affecting its performance.
49. The City releases a deposit at the start of the Project and the final payment after the substantial completion inspection and project closeout with the Property Owner. Subcontract work requires a lien waiver.
50. CP&D receives the Paint Contractor invoice, and the Property Owner signs the invoice and check and payment request form via DocuSign within three (3) business days of CP&D notification.
51. CP&D submits the check request form and invoice to the Finance Department for payment.
52. The Property Owner endorses the check, in person, for the benefit of the Paint Contractor within three (3) business days of CP&D notification.
53. CP&D sends the endorsed check to the Paint Contractor.
54. The Property Owner completes the substantial completion acknowledgment form.
55. CP&D closes the building permit, tracks, and schedules a 1-year limited warranty walk with the Paint Contractor and Property Owner.
56. The Finance Department sends the Property Owner a 1099G by January 31 of the following year.
57. CP&D sends the Property Owner the Federal and State tax liability reimbursement forms by January 31 of the following year.
58. The Property Owner completes the federal and state tax liability reimbursement forms and returns them to the Finance Department for the one-time first-round reimbursement.

Approved by Resolution 30-2024 on March 13, 2024

PROPERTY OWNER ACKNOWLEDGEMENT

I, Robert Dunlap the Property Owner of the residential property addressed as
140 Chase Street, Black Hawk, Colorado 80422
Black Hawk, Colorado, 80422, fully understand and agree to be bound by the terms and
conditions of the Residential Exterior Paint Program documents set forth below:

1. Apply to participate in the Residential Exterior Paint Program;
2. Read and comply with the Residential Exterior Paint Program Guide to Programs;
3. Acknowledge the federal and state tax liability reimbursement process;
4. Meet with CP&D and the Paint Contractor to create a scope of work, finalize paint colors,
and identify any substantial repairs;
5. Agree to be an active participant in the Project from start to finish or assign a power-of-
attorney because I am physically unable to be in Black Hawk for the entire project;
6. Apply for a no-cost building permit for significant repairs if required by CP&D;
7. Acknowledge invoices, complete and submit the check and payment reimbursement forms
within three (3) business days of invoice receipt;
8. Submit a completed W-9 form.

By: DocuSigned by:
Robert Dunlap
9458BF961A3F4F5...
Property Owner

Date: 4/1/2024

Approved by Resolution 30-2024 on March 13, 2024

EXHIBIT I

**RESIDENTIAL EXTERIOR PAINT PROGRAM
PROGRAM AGREEMENT**

Approved by Resolution 30-2024 on March 13, 2024



BLACK HAWK[®]

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “***Agreement***”) is made as of the _____ day of _____, 2024, (the “***Effective Date***”) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the “***City***”) and

(the “***Property Owner***”), whose Residential Property address is:

_____.

RECITALS

- A.*** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “***Residential Exterior Paint Program***”).
- B.*** The Property Owner, who is the owner of a structure located at: _____, **Black Hawk, Colorado 80422**, (the “***Residential Property***”) submitted an application under the Exterior Paint Program.

AGREEMENT

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

1. Exterior Paint Grant.

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

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

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

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

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

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

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

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “**Project**”). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
 - 4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
 - 4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City’s Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
 - 4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
 - 4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City’s Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

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

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

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

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

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

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

8. **Non-Transferable.** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.
9. **Notices.** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:

**City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development**

If to the Property Owner:

**(Insert Name, Physical Address, Mailing
Address, and Email Address)**

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

10. Miscellaneous:

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

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

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

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: _____
Property Owner

EXHIBIT II

**RESIDENTIAL EXTERIOR PAINT PROGRAM
FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT – FORMS**

Approved by Resolution 30-2024 on March 13, 2024

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

RESIDENTIAL EXTERIOR PAINT PROGRAM GRANT YEAR 2024

CHECK AND PAYMENT REQUEST FORM

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Property Street Address: _____

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

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: \$ _____

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

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

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

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

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

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

Owner's Signature: _____ **Signature** _____ **Date** _____

Approved by Resolution 30-2024 on March 13, 2024

**INCOME TAX LIABILITY REIMBURSEMENT
TAX YEAR 2024**

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

Dear Sir or Madam:

I have completed my **Federal and State Tax Returns for Tax Year 2024**, and I am requesting the City of Black Hawk issue a check to cover my total **Federal Income Tax Liability** for receipt of the exterior residential property painting grant for my property located at _____ in the amount of \$ _____.

I certify that for the **Federal Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____ and my tax liability would have been \$ _____ without reporting the grant.

AND

I certify that I will **NOT** submit an application for the Colorado Historical Preservation Income Tax Credit. I certify that for the **State Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____. My tax liability would have been \$ _____ without reporting the grant.

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

Sincerely,

Owner's Signature

Date

Approved by Resolution 30-2024 on March 13, 2024

210 CHASE STREET

\$18,380.00

PAINT PROPOSAL



Independent Painting

Mobile: 720-938-5398

PO Box 672

Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 012224
Sheet No. 1
Date 01-22-24
Prepared by: Eric Miller
Work to be Performed at: 210 Chase St.

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of...

Exterior Repaint of 210 Chase St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Spot prime using KILZ2 all purpose primer.
3. Caulk as needed on any joints, cracks or gaps in siding, fascia, casing, etc..
4. Set any nails and or secure loose siding/trim as needed.
5. Remove/prep/paint shutters.
6. Paint trim complete w/ 2 coats of SW Duration ext. satin: SW7646 First Star
7. Paint body complete w/ 2 coats of SW Duration ext. satin: SW 0077 Classic French Gray
8. Paint accents (shutters, doors) complete w/ 2 coats of SW Duration ext. satin: SW7583 Wild Currant
9. Reinstall shutters.

Note: Remove and dispose of cable dishes.

- Homeowner to remove and reinstall window screens.
- This proposal includes two out buildings. Color scheme to match home.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of \$18380.00

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date

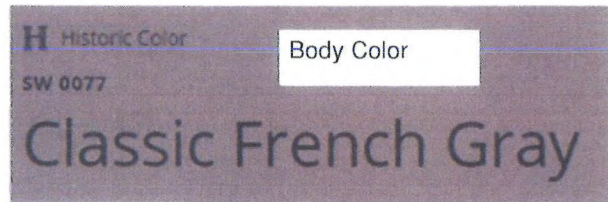
4/12/24

210 Chase Confirmed Final Color

OPTION 2



Trim - First Star
SW 7646



First Star
SW 7646

SW 7583
Wild Currant
Interior / Exterior
Location Number: 275-C3

Door Color

Shutters



210 Chase St [REDACTED]



Propose Color Change – Darker
Blue with Grey or White Trim –
Seeking recommendations

****Homeowner to remove all items near home****
Some minor home repairs needed prior to paint. Areas
identified with pictures.





INITIAL
HERE



Windows are vinyl

Remove shutters to
paint and reinstall





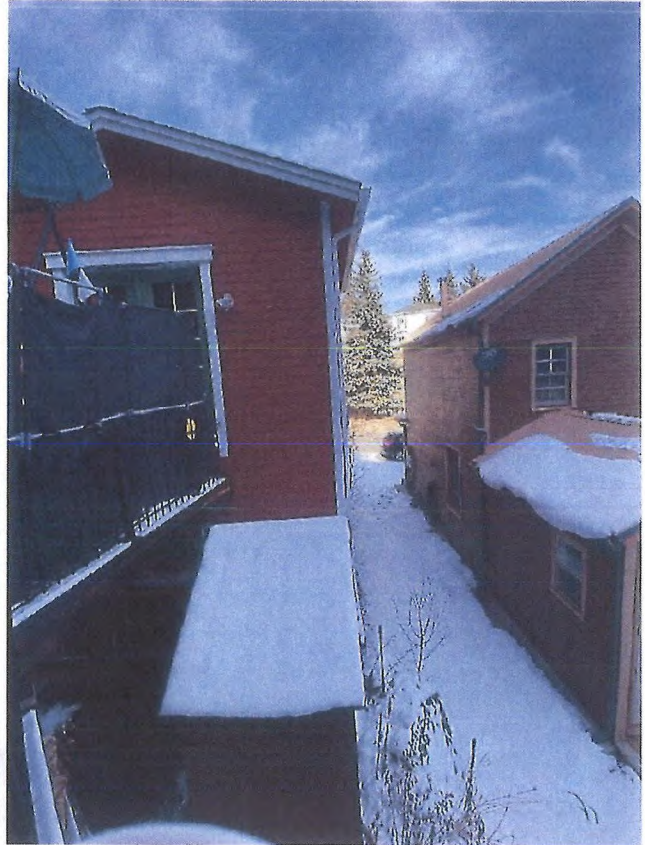
Prefab shed excluded





Railing to be painted

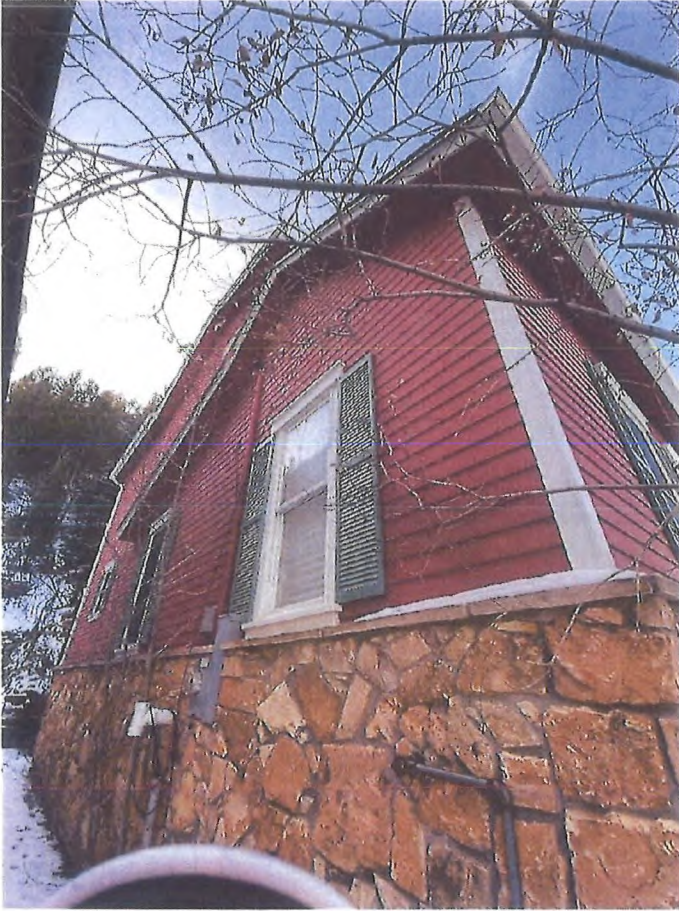


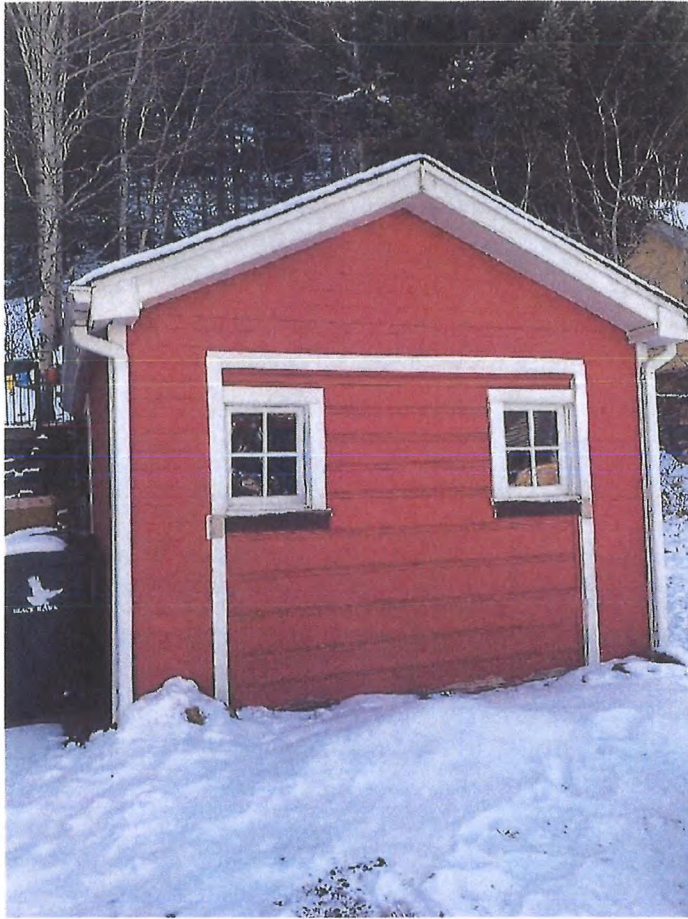




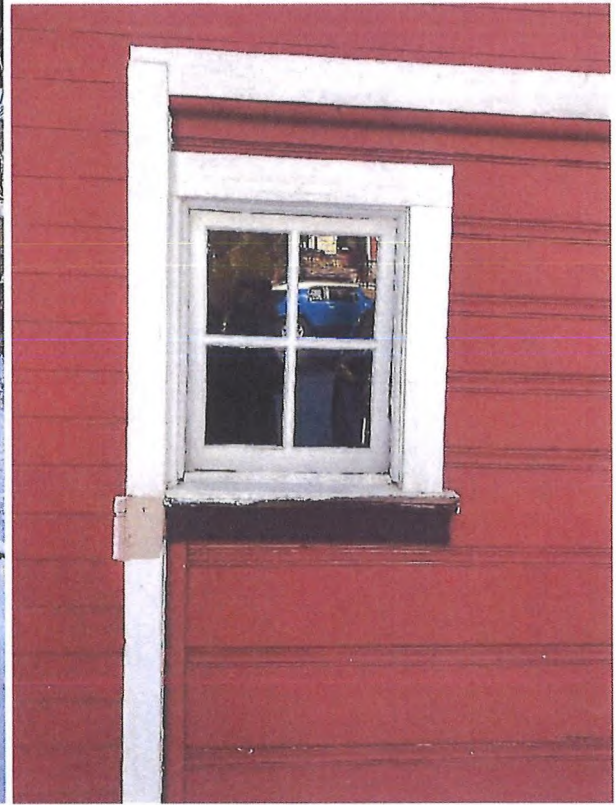
Flashing is painted







Shed: needs some repairs before paint



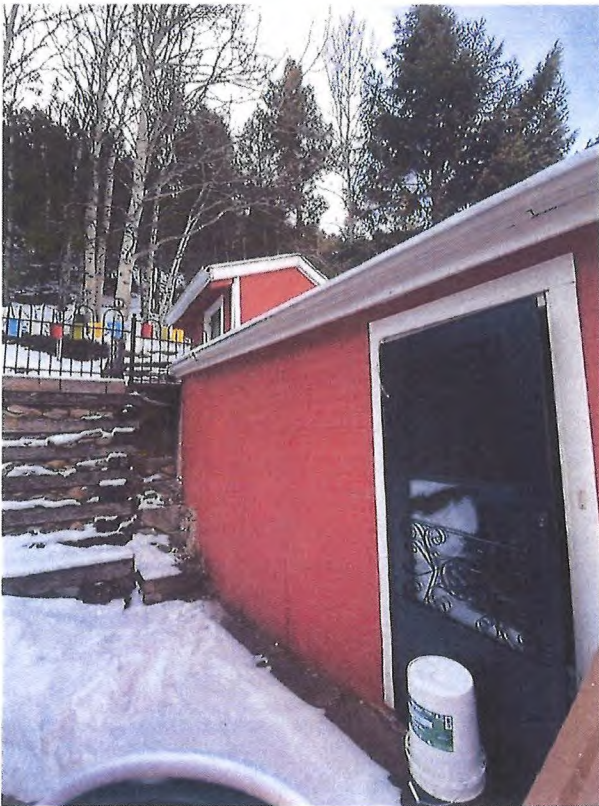


Portions of the shed are built into the mountain





Gutters are not painted



Paint door on shed??



GRANT PROGRAM AGREEMENT



BLACK HAWK[®]

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the **10th Day of April, 2024**, (the “*Effective Date*”) by and between the **City of Black Hawk**, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and **Nell Rogers** (the “*Property Owner*”), whose Residential Property address is: **210 Chase Street, Black Hawk, Colorado 80422**.

RECITALS

- A.** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Residential Exterior Paint Program*”).
- B.** The Property Owner, who is the owner of a structure located at: **210 Chase Street, Black Hawk, Colorado 80422**, (the “*Residential Property*”) submitted an application under the Exterior Paint Program.

AGREEMENT

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

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **\$18,380.00** (the “***Grant***”) for the exterior paint of a Residential Property.

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

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

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

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

2.3 No Liability. The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Exterior Paint Program, whether or not the Property Owner is actually paid any funds from the Grant.

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “***Project***”). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
- 4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
- 4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City’s Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
- 4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
- 4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City’s Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

6. **Termination of the Grant.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 31, 2024** (The "**Termination Date**"), the Property Owner's right to be paid the Grant or any portion thereof shall automatically terminate.

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

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

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

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

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

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

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

If to the City:

City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development

If to the Property Owner:

Nell Rogers
PO Box 184
Central City, CO 80427
Telephone: 505-219-8074
Email: nrogers86@yahoo.com or nr.nm11@yahoo.com

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

10. Miscellaneous:

- 10.1 Amendments and Supplements:** This Agreement may not be amended, modified, or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.
- 10.2 Severability.** In the event any provision of this Agreement is deemed to be illegal, invalid, or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.
- 10.3 Standard of Approval.** Where within this Agreement, the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute, and uncontrolled discretion.
- 10.4 Waiver.** The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Agreement.
- 10.5 Time of the Essence.** Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

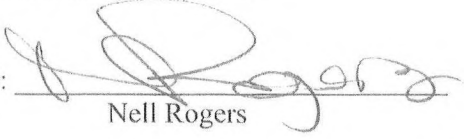
ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: 
Nell Rogers

Approved by Resolution 30-2024 on March 13, 2024

GUIDE TO PROGRAMS

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 30-2024

TITLE: A RESOLUTION AMENDING THE RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS

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

Section 1. The City of Black Hawk Residential Exterior Paint Program—Guide to Programs, dated March 2024, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved.

Section 2. The March 2024 Residential Exterior Paint Program—Guide to Programs shall apply to exterior paint projects commencing after the effective date of this Resolution.

RESOLVED AND PASSED this 13th day of March, 2024.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC/City Clerk



EXHIBIT A

RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS



CITY OF BLACK HAWK

**RESIDENTIAL EXTERIOR PAINT PROGRAM
GUIDE TO PROGRAMS**

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Exhibit II: Federal and State Tax Liability Reimbursement - Forms	

SECTION 1: PROGRAM OVERVIEW

A. PURPOSE

1. The City of Black Hawk established the Residential Exterior Paint Program to preserve the architectural character of residential properties within the Historic Residential District.
2. The Program provides a Property Owner with the resources and financial assistance needed to maintain the exterior paint on its residential buildings.
3. The Program pledges the continuation and enhancement of a functional, sustainable, healthy, and vibrant residential community.

B. DEFINITIONS

1. **Application:** A formal request to participate in the Exterior Residential Paint Program. Applications are accepted and considered on a first-come, first-served basis in the order received.
2. **Board of Aldermen:** An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.
3. **Building Official:** The City official is charged with the responsibility of administering and enforcing the City's building codes.
4. **Building Permit:** A building permit is an official approval to construct a new building or expand or remodel an existing one. Its purpose is to ensure the construction project follows all relevant regulations, including building standards, land use, and environmental protection.
5. **Certificate of Architectural Compatibility:** Land use process to document an exterior improvement to a property, such as a color change.
6. **City of Black Hawk (City):** The authority having jurisdiction over the Residential Exterior Paint Program.
7. **City Council:** The elected Board of Aldermen, plus the Mayor.
8. **Construction Hard Costs:** Costs related to labor, materials, and overhead.
9. **For the Benefit of Process:** The process where a Property Owner endorses grant fund transactions over to the Paint Contractor within three (3) business days of receiving a request from CP&D.

Approved by Resolution 30-2024 on March 13, 2024

- 10. Grant Program Agreement:** The legal agreement that makes specific Exterior Residential Paint Fund proceeds available for exterior painting of residential properties within the City Limits of the City of Black Hawk. The Property Owner agrees to use the funds per the agreed-upon parameters outlined in the document.
- 11. Grant Recipient:** Any person or their authorized agent / designated representative to whom the City of Black Hawk awards a Residential Exterior Residential Paint grant.
- 12. Guide to Programs:** This policy and procedures document outlines the parameters of the Residential Exterior Paint Program.
- 13. Historic Preservation Consultant:** a qualified professional who is an individual licensed or appropriately experienced in the discipline within which a recommendation is needed.
- 14. Municipal Code:** A collection of municipal ordinances and laws enacted and enforced by the City of Black Hawk.
- 15. Outbuildings:** Accessory structures to the original building.
- 16. Paint Contractor:** The contracting company selected to oversee and manage the painting and construction work under the Exterior Residential Paint Program.
- 17. Program:** The Residential Exterior Residential Paint Program is a private project by the Property Owner but reimbursed by the City.
- 18. Property Owner:** Property Owner per recorded City documents or designated representative as provided with written permission via a signed and notarized "Power-of-Attorney" from the Property Owner. The appointed representative can act on behalf of the Property Owner in specified or all legal and financial matters.
- 19. Qualified Properties:** All residential properties are located within the Historic Residential District of the Black Hawk city limits.
- 20. Residential Design Guidelines:** Guidelines developed to help preserve the City's character with exterior improvements to buildings.
- 21. Scope of Work:** This is a guide to help the Paint Contractor and Property Owner understand what the Project covers and does not cover. The document identifies project requirements and the work to be performed during the project and includes details on the timeline.
- 22. Substantial Completion:** The stage in the work's progress when the job, or designated portion thereof, is sufficiently complete per the Scope of Work to close the project.

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

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

SECTION 2: TAX LIABILITY

A. ACKNOWLEDGEMENT

1. Weather permitting, the painting timeframe is May 1 through September 30. Project start dates are staggered and may be accelerated or delayed.
2. Any Property Owner that makes a color change after City Council approval must withdraw from the Program and reapply the following year.
3. The Program is fully funded through the City's General Fund and not from revenues received or otherwise derived from the State Historical Fund.
4. All funding is subject to the annual budget and appropriation of the General fund by the City Council.
5. The Program is considered a **private project** by the Property Owner reimbursed by the City.
6. Funds awarded by the City under approved Grants are considered income under state and federal income tax laws and reported to the taxing authorities in the manner provided by applicable law.
7. As the recipient of a Grant, the Property Owner may be required to pay income or other taxes to state and federal taxing authorities.
8. The City has no responsibility or obligation concerning any tax liability to the Property Owner as a recipient of Grant funds or benefits received under the Program.
9. The City provides a one-time first-round reimbursement of a Property Owner's state and federal income tax liability as the Grant recipient. The second-round tax liability remains the Property Owner's responsibility. The Property Owner should consult their tax advisor about whether the one-time first-round reimbursement is income and increases state and federal income tax liability.

10. The City encumbers dollars in its accounting system to accommodate the one-time first-round tax reimbursement payment. The Property Owner is responsible for completing the required reimbursement paperwork and delivering the paperwork to the Finance Department during the calendar year following receipt of the Grant.
11. If the Property Owner does not submit a reimbursement request for the one-time first-round reimbursement within the time limits set forth, the encumbered funds will no longer be available for the State and Federal one-time tax payment reimbursement, and the City will reallocate the funds in the budget for other purposes.
12. The City does **NOT** reimburse the Property Owner for any additional state and federal income tax liability that might arise from the one-time first-round reimbursement.

SECTION 3: RESIDENTIAL EXTERIOR PAINT PROGRAM

A. LEGAL REQUIREMENTS

1. Eligible properties are located within the Historic Residential District of the Black Hawk city limits. Both historic and non-historic elements qualify under the Program.
2. Each Residential Property is considered to participate in the Program under an initial five (5) year cycle. Once a property has received funding under this cycle, the property reverts to an eight (8) year funding cycle.
3. The Program is not a substitute for routine maintenance or a Property Owner's insurance coverage.
4. Participation in the Program requires, at a minimum, for the Property Owner to complete an application, a grant program agreement setting forth the terms and conditions of participation in the Program, a W-9 form, sign and agree to the painting proposal, and the scope of work, abide by the conditions of the building permit, submit the required reimbursement forms for the check and payment request and the federal and state tax liability for the one-time first-round reimbursement.
5. The Property Owner may be required, as needed, to enter into a power-of-attorney if they cannot be present during the project, a temporary construction easement, a temporary use permit, or a certificate of architectural compatibility for a color change.
6. If a Property Owner owns multiple residential properties, an application must be made for each eligible Property. Properties are placed on the list in the order in which the applications are received on a first-come, first-served basis.

7. If a full site and building Grant under the Historic Restoration and Community Preservation Grant Program is granted within three (3) years of the City approving funding of a Residential Exterior Paint Grant, the Property Owner agrees to reimburse the City in full the total amount funded for hard construction costs before the Grant of the full site and building is approved and financed.
8. Neither a Property Owner nor a relative of the Property Owner can be the paint contractor, subcontractor, or material supplier.
9. A Property Owner shall not disburse cash funds to the Paint Contractor for any work performed.
10. Neither the Property Owner nor the Painting Contractor can receive an advancement of payments. The City pays Grant funds on a "draw" basis.
11. CP&D and the Property Owner inspect all work for Program compliance with the paint proposal and scope of work before submittal of any invoices from the Paint Contractor to CP&D.
12. Payments are made directly to the Property Owner after CP&D receives a detailed itemized invoice and lien waiver from the Paint Contractor. The Property Owner reviews, approves, and acknowledges seeing every invoice by placing a signature or initial on the invoice and signing the request for payment within three (3) business days of receiving the paperwork from CP&D via DocuSign.
13. The Property Owner promptly completes all Grant fund transactions by signing over the check processed by the City to the Paint Contractor as set forth herein regarding FBO (For the Benefit Of) payments within three (3) business days of the check's availability. CP&D has the Property Owner sign the check in person.

B. PROCESS

1. CP&D references the Residential Exterior Paint Program Spreadsheet to identify eligible Property Owners and sends each Property Owner an email to solicit their interest in participating.
2. If the Property Owner is interested in participating, CP&D sends an application via DocuSign. The Property Owner opens the application, signs it, and dates it by a predetermined deadline. Once the Property Owner completes this task, the document automatically returns to CP&D. CP&D accepts applications in the order received on a first-come, first-serve basis.

3. CP&D and the Paint Contractor will schedule a site visit with the Property Owner to create a current conditions report identifying significant repair items, scope of work, and paint colors.
4. A Property Owner requesting a color change discusses color options with their local paint suppliers, such as Sherwin-Williams, Benjamin Moore, or Behr. They may purchase test colors to create a final palette for submission to CP&D.
5. If required, CP&D schedules the Environmental Consultant to complete lead-based paint testing on each Property.
6. CP&D schedules a Zoom or in-person meeting with each Property Owner to review the legal documents: the paint proposal and scope of work, the guide to programs, the grant program agreement, tax liability, power of attorney, W9, temporary construction easements, significant repairs by the Property Owner, paint color finalization, payment process of Paint Contractor invoices that include a check and payment request form from the Property Owner.
7. If the Property Owner commits to the Program, CP&D sends the paint proposal and scope of work, guide to programs, and grant program agreement for their signature via DocuSign. Because a power of attorney, if required, and W9 require an original signature, the Property Owner signs this paperwork at CP&D. The Property Owner obtains a no-cost building permit if required by CP&D and completes the significant repairs identified in the Paint Proposal and scope of work by April 1. If needed, CP&D works with neighboring property owners to obtain temporary construction easement agreements, the Historic Preservation Consultant and Baseline Engineering for all color changes requiring an administratively approved certificate of architectural compatibility, and the Environmental Consultant for any required lead-based paint testing.
8. If colors change, the Property Owner provides the colors selected, and CP&D initiates an administratively approved certificate of architectural compatibility with the Historic Preservation Consultant. If the color change includes more than three (3) colors, the City Council reviews and approves the certificate for architectural compatibility.
9. CP&D finalizes the proposals with the Paint Contractor. If applicable, the Paint Contractor identifies his subcontractors. All subcontractor work requires a lien waiver with each pay application.
10. CP&D requests a resolution from the City Attorney, prepares the request for council action, and submits all information to the City Clerk for inclusion in the City Council packet for its first meeting in April.

11. The City Council reviews each application, guide to programs, grant program agreement, associated temporary construction easements, power of attorney, and the paint proposal and scope of work in the order received by CP&D. Each Application is approved, conditionally approved, or denied.
12. CP&D prepares a \$10.00 payment request and submits it to the Finance Department for each Grantor granting a Temporary Construction Easement to the City.
13. CP&D issues the notice to proceed to the paint contractor via email.
14. CP&D notifies the Property Owners by email if their Project is approved, conditionally approved, or denied by the City Council.
15. CP&D issues individual building permits to track each grant project. The Paint Contractor must complete the projects within two (2) months of the permit issue date. CP&D will inform the Property Owner if a no-cost building permit for significant repairs is required.
16. CP&D notifies each Property Owner to reconfirm the target start date. The Paint Contractor confirms with each Property Owner before mobilization.
17. The Property Owner or their power of attorney must be available during the Project and flexible with the proposed timeframe. The schedule is subject to change due to weather and project progress.
18. The Paint Contractor provides individual project drawdowns at least two (2) weeks before the estimated project start date to CP&D. CP&D obtains written approval from the Property Owner within (3) three business days of the Paint Contractor providing the samples.
19. The Paint Contractor uses high-quality products approved by the City.
20. The Paint Contractor follows all lead-based paint encapsulation standards to cover surfaces containing lead-based paint.
21. The Paint Contractor selects a sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed, and stands up to abrasion. Flat paint is not acceptable.
22. The Paint Contractor coats surfaces to include exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, vertical concrete, and select outbuildings approved by the City.

23. The Paint Contractor is accountable for and assumes all responsibility when painting in adverse conditions. The Paint Contractor schedules work when weather conditions are per the manufacturer's specifications and ensures the siding is dry from dew and frost before applying paint. Work ceases in time to allow the paint to dry before dew and frost form.
24. The Contractor gently washes structure exteriors to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence.
25. The Paint Contractor masks all areas requiring protection from overspray and takes into consideration any wind. During the Project, the Paint Contractor is responsible for material damaged by paint on surfaces such as brick, concrete, roofing, vehicles, landscaping, etc.
26. The Paint Contractor performs incidental repairs, scrapes, and sands all failing paint from the substrate, including peeling and bubbling areas. Patches and caulk all joints in exterior trim, including areas where wood joins siding, all other cracks, imperfections, windows, and small holes.
27. The Paint Contractor conceals all wood siding nail holes and resets any nails separating from the siding.
28. The Paint contractor preps and primes all exposed wood surfaces. The primer coat differs in color and applies at least one (1) coat primer.
29. The Paint Contractor, at a minimum, applies at least two (2) coats of the base coat paint per the manufacturer's recommendation and thickness.
30. If transitioning from a stain to paint, at a minimum, the Paint Contractor, at a minimum, applies per the manufacturer's recommendation with a minimum thickness of one (1) coat of primer and (2) coats of paint.
31. The Paint Contractor back-rolls all sprayed surfaces.
32. The Paint Contractor ensures, at a minimum, all stains are two (2) coats with a clear natural satin finish per the manufacturer's recommendation and thickness.
33. The Paint Contractor paints all doors and windows' top and bottom edges.
34. The Paint Contractor paints the bottom edges of all siding, corner stiles, shutters, and bay windows. Remove shutters before painting and reinstall.

35. The Paint Contractor paints all roof vents and flashing black or another specified color or leaves them raw per the Property Owner's preference. Mechanical vents located within the siding match the siding color.
36. The Paint Contractor excludes painting metal roofs.
37. The Paint Contractor ensures the job is free of runs, sags, cracking, and skips, with edges cut neatly.
38. The Property Owner inspects work from start to finish, immediately identifies issues, and shares this information with CP&D and the Paint Contractor.
39. The Property Owner provides the Paint Contractor access to the entire site and work area.
40. The Property Owner removes all items on and away from the structure, outbuildings, fences, decks, and porches.
41. The Property Owner keeps all pets out of the Paint Contractor's work area and removes all pet waste daily for the project's duration. The Paint Contractor is not permitted to bring animals on the site.
42. The Paint Contractor is responsible for trash removal, provides refuse collection containers, and keeps the site clean and debris-free, including cigarette butts, daily.
43. CP&D must review and approve all change orders from the approved paint proposal and scope of work before implementation. CP&D amends the grant program agreement to reflect the additional taxable income to the Property Owner. The amendment is approved, conditionally approved, or denied by the City Council.
44. The Property Owner, Paint Contractor, and CP&D attend onsite progress meetings as needed during the project's duration.
45. CP&D schedules a final inspection upon painting completion with the Property Owner and Paint Contractor to close the Project.
46. The Paint Contractor cleans the site upon substantial completion of work. All paint chips are captured and disposed of, areas are de-masked, and exterior windows are operable and paint-free.
47. The Paint Contractor leaves the Property Owner up to one (1) quart of each paint color, varnish, and stain for a touch-up and any warranty work. The Paint Contractor supplies the paint cans and marks each can, identifying the product. The Property Owner stores the products in a climate-controlled area.

48. The Paint Contractor provides a one (1) year limited warranty from the date of substantial completion, covering all manufacturer's defects in the products and 100% of the workmanship, including cracking, peeling, fading, or chipping. Items not covered in the limited warranty include:
 - a. Acts of God that include such items as damage from fire or weather such as tornado, flooding, hail, or hurricane-force winds;
 - b. Repairs or damage caused by the Property Owner or Tenant after the job is complete;
 - c. Existing structural damage, layers of old and peeling paint, or other problems with the house that may cause a paint job to fail;
 - d. Product failure due to misuse or lack of proper maintenance by the Property Owner or Tenant;
 - e. The Property Owner or Tenant making significant product alterations affecting its performance.
49. The City releases a deposit at the start of the Project and the final payment after the substantial completion inspection and project closeout with the Property Owner. Subcontract work requires a lien waiver.
50. CP&D receives the Paint Contractor invoice, and the Property Owner signs the invoice and check and payment request form via DocuSign within three (3) business days of CP&D notification.
51. CP&D submits the check request form and invoice to the Finance Department for payment.
52. The Property Owner endorses the check, in person, for the benefit of the Paint Contractor within three (3) business days of CP&D notification.
53. CP&D sends the endorsed check to the Paint Contractor.
54. The Property Owner completes the substantial completion acknowledgment form.
55. CP&D closes the building permit, tracks, and schedules a 1-year limited warranty walk with the Paint Contractor and Property Owner.
56. The Finance Department sends the Property Owner a 1099G by January 31 of the following year.
57. CP&D sends the Property Owner the Federal and State tax liability reimbursement forms by January 31 of the following year.
58. The Property Owner completes the federal and state tax liability reimbursement forms and returns them to the Finance Department for the one-time first-round reimbursement.

PROPERTY OWNER ACKNOWLEDGEMENT

I, Nell Rogers the Property Owner of the residential property addressed as 210 Chase Street, Black Hawk, Colorado 80422
Black Hawk, Colorado, 80422, fully understand and agree to be bound by the terms and conditions of the Residential Exterior Paint Program documents set forth below:

1. Apply to participate in the Residential Exterior Paint Program;
2. Read and comply with the Residential Exterior Paint Program Guide to Programs;
3. Acknowledge the federal and state tax liability reimbursement process;
4. Meet with CP&D and the Paint Contractor to create a scope of work, finalize paint colors, and identify any substantial repairs;
5. Agree to be an active participant in the Project from start to finish or assign a power-of-attorney because I am physically unable to be in Black Hawk for the entire project;
6. Apply for a no-cost building permit for significant repairs if required by CP&D;
7. Acknowledge invoices, complete and submit the check and payment reimbursement forms within three (3) business days of invoice receipt;
8. Submit a completed W-9 form.

By: 
Property Owner

Date: 4/2/24

EXHIBIT I

**RESIDENTIAL EXTERIOR PAINT PROGRAM
PROGRAM AGREEMENT**

Approved by Resolution 30-2024 on March 13, 2024



BLACK HAWK[®]

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the _____ day of _____, 2024, (the “*Effective Date*”) by and between the **CITY OF BLACK HAWK**, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and

(the “*Property Owner*”), whose Residential Property address is:
_____.

RECITALS

- A.** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Residential Exterior Paint Program*”).
- B.** The Property Owner, who is the owner of a structure located at:
_____,
Black Hawk, Colorado 80422, (the “*Residential Property*”) submitted an application under the Exterior Paint Program.

Approved by Resolution 30-2024 on March 13, 2024

AGREEMENT

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

1. Exterior Paint Grant.

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

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

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

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

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

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

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

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “**Project**”). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
 - 4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
 - 4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City’s Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
 - 4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
 - 4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City’s Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

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

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

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

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

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

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

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

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

If to the City:

City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development

If to the Property Owner:

(Insert Name, Physical Address, Mailing
Address, and Email Address)

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

10. Miscellaneous:

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

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

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

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

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

Approved by Resolution 30-2024 on March 13, 2024

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

Approved by Resolution 30-2024 on March 13, 2024

PROPERTY OWNER

By: _____
Property Owner

Approved by Resolution 30-2024 on March 13, 2024

EXHIBIT II

**RESIDENTIAL EXTERIOR PAINT PROGRAM
FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT – FORMS**

Approved by Resolution 30-2024 on March 13, 2024

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

RESIDENTIAL EXTERIOR PAINT PROGRAM GRANT YEAR 2024

CHECK AND PAYMENT REQUEST FORM

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Property Street Address: _____

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

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: \$ _____

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

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

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

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

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

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

Owner's Signature: _____
Signature

Date

Approved by Resolution 30-2024 on March 13, 2024

**INCOME TAX LIABILITY REIMBURSEMENT
TAX YEAR 2024**

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

Dear Sir or Madam:

I have completed my **Federal and State Tax Returns for Tax Year 2024**, and I am requesting the City of Black Hawk issue a check to cover my total **Federal Income Tax Liability** for receipt of the exterior residential property painting grant for my property located at _____ in the amount of \$ _____.

I certify that for the **Federal Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____ and my tax liability would have been \$ _____ without reporting the grant.

AND

I certify that I will **NOT** submit an application for the Colorado Historical Preservation Income Tax Credit. I certify that for the **State Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____. My tax liability would have been \$ _____ without reporting the grant.

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

Sincerely,

Owner's Signature

Date

Approved by Resolution 30-2024 on March 13, 2024

241 CHASE STREET

\$22,445.00

PAINT PROPOSAL



Independent Painting

Mobile: 720-938-5398

PO Box 672

Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 012324
Sheet No. 1
Date 01-23-24
Prepared by: Eric Miller
Work to be Performed at: 241 Chase St.

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of...

Exterior Repaint of 241 Chase St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Tape/caulk windows.
3. Scrape/sand plywood siding to smooth rough areas and knots.
4. Prime 100% of exterior using KILZ2 all purpose primer.
5. Caulk as needed on any joints, cracks or gaps in siding, facia, casing, etc..
6. Set any nails and or secure loose siding/trim as needed.
7. Paint trim complete w/ 2 coats of SW Duration ext. satin: ~~(purple)~~
8. Paint body complete w/ 2 coats of SW Duration ext. satin: ~~(gray)~~
9. Prep and stain front porch deck.

Benjamin Moore
— HC-135
Lafayette Green

Benjamin
Moore —
HC-33
Montgomery
White

Note:

- Homeowner to remove and reinstall window screens.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of \$22445.00

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

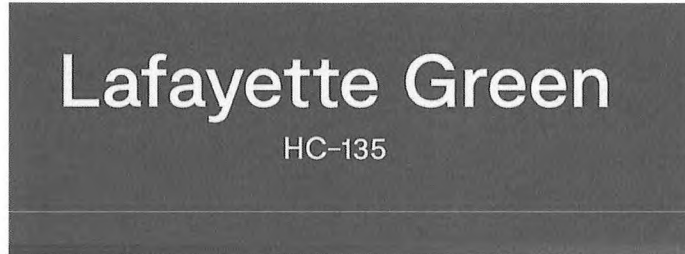
Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

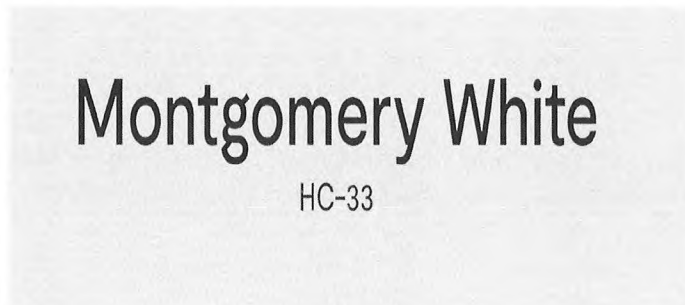
Signature _____ Date _____

241 CHASE STREET – CONFIRMED FINAL COLOR

Body Paint - Benjamin Moore – HC-135 Lafayette Green



Trim Paint - Benjamin Moore – HC-33 Montgomery White



241 Chase St [REDACTED]



Color Change Recommended: Eric Miller to work directly with the H/O

****Homeowner to remove all items near home****

Some minor home repairs needed prior to paint. Areas identified with pictures.

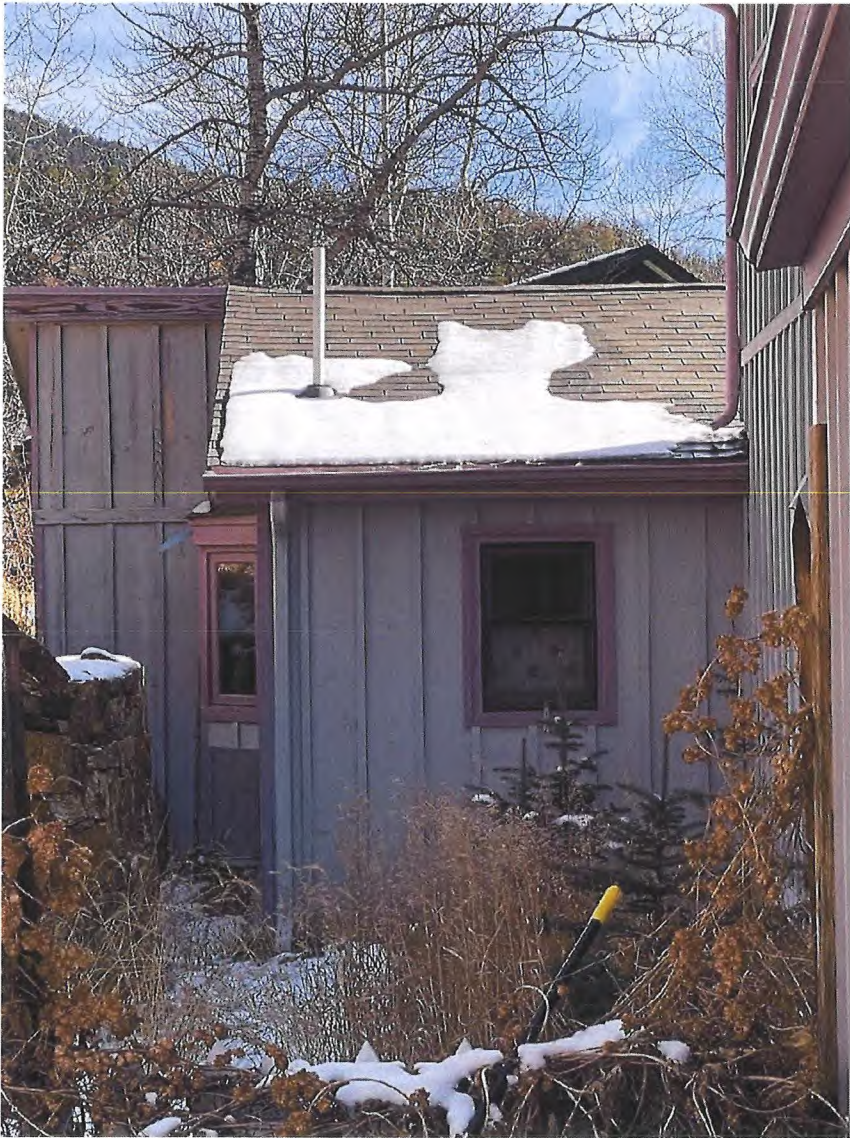


Gutter is painted.





Sap leaking out of knots in the wood.



Clean up needs to be
done around the
home





Portions of the ledger board need to be replaced or painted AS-IS



Painted wood
windows



Sap leaking out of knots in the wood.



Lattice exempt
from paint program





Raw flashing
exposed





Porch wood is in great shape, stain only



Gutters are painted



Portion of the back of home is up against the mountain

GRANT PROGRAM AGREEMENT



BLACK HAWK[®]

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the **10th Day of April, 2024**, (the “*Effective Date*”) by and between the **City of Black Hawk**, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and **James Fahrni** (the “*Property Owner*”), whose Residential Property address is: **241 Chase Street, Black Hawk, Colorado 80422**.

RECITALS

- A.** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Residential Exterior Paint Program*”).
- B.** The Property Owner, who is the owner of a structure located at: **241 Chase Street, Black Hawk, Colorado 80422**, (the “*Residential Property*”) submitted an application under the Exterior Paint Program.

AGREEMENT

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

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **\$22,445.00** (the “***Grant***”) for the exterior paint of a Residential Property.

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

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

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

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

2.3 No Liability. The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Exterior Paint Program, whether or not the Property Owner is actually paid any funds from the Grant.

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “**Project**”). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
 - 4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
 - 4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City’s Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
 - 4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
 - 4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City’s Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

6. **Termination of the Grant.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 31, 2024** (The "***Termination Date***"), the Property Owner's right to be paid the Grant or any portion thereof shall automatically terminate.

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

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

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

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

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

8. **Non-Transferable.** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.
9. **Notices.** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:

**City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development**

If to the Property Owner:

**James Fahrni
PO Box 304
Black Hawk, CO 80422
Telephone: 720-427-8307
Email: jamesfahrni@yahoo.com**

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

10. Miscellaneous:

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

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

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

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: _____
James Fahrni

Approved by Resolution 30-2024 on March 13, 2024

GUIDE TO PROGRAMS

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 30-2024

TITLE: A RESOLUTION AMENDING THE RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS

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

Section 1. The City of Black Hawk Residential Exterior Paint Program—Guide to Programs, dated March 2024, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved.

Section 2. The March 2024 Residential Exterior Paint Program—Guide to Programs shall apply to exterior paint projects commencing after the effective date of this Resolution.

RESOLVED AND PASSED this 13th day of March, 2024.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC, City Clerk



EXHIBIT A

RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS



CITY OF BLACK HAWK

**RESIDENTIAL EXTERIOR PAINT PROGRAM
GUIDE TO PROGRAMS**

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SECTION 1: PROGRAM OVERVIEW

A. PURPOSE

1. The City of Black Hawk established the Residential Exterior Paint Program to preserve the architectural character of residential properties within the Historic Residential District.
2. The Program provides a Property Owner with the resources and financial assistance needed to maintain the exterior paint on its residential buildings.
3. The Program pledges the continuation and enhancement of a functional, sustainable, healthy, and vibrant residential community.

B. DEFINITIONS

1. **Application:** A formal request to participate in the Exterior Residential Paint Program. Applications are accepted and considered on a first-come, first-served basis in the order received.
2. **Board of Aldermen:** An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.
3. **Building Official:** The City official is charged with the responsibility of administering and enforcing the City's building codes.
4. **Building Permit:** A building permit is an official approval to construct a new building or expand or remodel an existing one. Its purpose is to ensure the construction project follows all relevant regulations, including building standards, land use, and environmental protection.
5. **Certificate of Architectural Compatibility:** Land use process to document an exterior improvement to a property, such as a color change.
6. **City of Black Hawk (City):** The authority having jurisdiction over the Residential Exterior Paint Program.
7. **City Council:** The elected Board of Aldermen, plus the Mayor.
8. **Construction Hard Costs:** Costs related to labor, materials, and overhead.
9. **For the Benefit of Process:** The process where a Property Owner endorses grant fund transactions over to the Paint Contractor within three (3) business days of receiving a request from CP&D.

Approved by Resolution 30-2024 on March 13, 2024

- 10. Grant Program Agreement:** The legal agreement that makes specific Exterior Residential Paint Fund proceeds available for exterior painting of residential properties within the City Limits of the City of Black Hawk. The Property Owner agrees to use the funds per the agreed-upon parameters outlined in the document.
- 11. Grant Recipient:** Any person or their authorized agent / designated representative to whom the City of Black Hawk awards a Residential Exterior Residential Paint grant.
- 12. Guide to Programs:** This policy and procedures document outlines the parameters of the Residential Exterior Paint Program.
- 13. Historic Preservation Consultant:** a qualified professional who is an individual licensed or appropriately experienced in the discipline within which a recommendation is needed.
- 14. Municipal Code:** A collection of municipal ordinances and laws enacted and enforced by the City of Black Hawk.
- 15. Outbuildings:** Accessory structures to the original building.
- 16. Paint Contractor:** The contracting company selected to oversee and manage the painting and construction work under the Exterior Residential Paint Program.
- 17. Program:** The Residential Exterior Residential Paint Program is a private project by the Property Owner but reimbursed by the City.
- 18. Property Owner:** Property Owner per recorded City documents or designated representative as provided with written permission via a signed and notarized "Power-of-Attorney" from the Property Owner. The appointed representative can act on behalf of the Property Owner in specified or all legal and financial matters.
- 19. Qualified Properties:** All residential properties are located within the Historic Residential District of the Black Hawk city limits.
- 20. Residential Design Guidelines:** Guidelines developed to help preserve the City's character with exterior improvements to buildings.
- 21. Scope of Work:** This is a guide to help the Paint Contractor and Property Owner understand what the Project covers and does not cover. The document identifies project requirements and the work to be performed during the project and includes details on the timeline.
- 22. Substantial Completion:** The stage in the work's progress when the job, or designated portion thereof, is sufficiently complete per the Scope of Work to close the project.

23. **Temporary Construction Easement:** A legal document providing the Grantee (City of Black Hawk) full access to the Property under consideration to complete the Scope of Work. The easement is only valid for the duration of the construction period.
24. **Temporary Use Permit:** A permit issued by the City of Black Hawk to allow private property to be used for alternate uses (storage, staging, etc.) for a limited time.

SECTION 2: TAX LIABILITY

A. ACKNOWLEDGEMENT

1. Weather permitting, the painting timeframe is May 1 through September 30. Project start dates are staggered and may be accelerated or delayed.
2. Any Property Owner that makes a color change after City Council approval must withdraw from the Program and reapply the following year.
3. The Program is fully funded through the City's General Fund and not from revenues received or otherwise derived from the State Historical Fund.
4. All funding is subject to the annual budget and appropriation of the General fund by the City Council.
5. The Program is considered a **private project** by the Property Owner reimbursed by the City.
6. Funds awarded by the City under approved Grants are considered income under state and federal income tax laws and reported to the taxing authorities in the manner provided by applicable law.
7. As the recipient of a Grant, the Property Owner may be required to pay income or other taxes to state and federal taxing authorities.
8. The City has no responsibility or obligation concerning any tax liability to the Property Owner as a recipient of Grant funds or benefits received under the Program.
9. The City provides a one-time first-round reimbursement of a Property Owner's state and federal income tax liability as the Grant recipient. The second-round tax liability remains the Property Owner's responsibility. The Property Owner should consult their tax advisor about whether the one-time first-round reimbursement is income and increases state and federal income tax liability.

10. The City encumbers dollars in its accounting system to accommodate the one-time first-round tax reimbursement payment. The Property Owner is responsible for completing the required reimbursement paperwork and delivering the paperwork to the Finance Department during the calendar year following receipt of the Grant.
11. If the Property Owner does not submit a reimbursement request for the one-time first-round reimbursement within the time limits set forth, the encumbered funds will no longer be available for the State and Federal one-time tax payment reimbursement, and the City will reallocate the funds in the budget for other purposes.
12. The City does **NOT** reimburse the Property Owner for any additional state and federal income tax liability that might arise from the one-time first-round reimbursement.

SECTION 3: RESIDENTIAL EXTERIOR PAINT PROGRAM

A. LEGAL REQUIREMENTS

1. Eligible properties are located within the Historic Residential District of the Black Hawk city limits. Both historic and non-historic elements qualify under the Program.
2. Each Residential Property is considered to participate in the Program under an initial five (5) year cycle. Once a property has received funding under this cycle, the property reverts to an eight (8) year funding cycle.
3. The Program is not a substitute for routine maintenance or a Property Owner's insurance coverage.
4. Participation in the Program requires, at a minimum, for the Property Owner to complete an application, a grant program agreement setting forth the terms and conditions of participation in the Program, a W-9 form, sign and agree to the painting proposal, and the scope of work, abide by the conditions of the building permit, submit the required reimbursement forms for the check and payment request and the federal and state tax liability for the one-time first-round reimbursement.
5. The Property Owner may be required, as needed, to enter into a power-of-attorney if they cannot be present during the project, a temporary construction easement, a temporary use permit, or a certificate of architectural compatibility for a color change.
6. If a Property Owner owns multiple residential properties, an application must be made for each eligible Property. Properties are placed on the list in the order in which the applications are received on a first-come, first-served basis.

7. If a full site and building Grant under the Historic Restoration and Community Preservation Grant Program is granted within three (3) years of the City approving funding of a Residential Exterior Paint Grant, the Property Owner agrees to reimburse the City in full the total amount funded for hard construction costs before the Grant of the full site and building is approved and financed.
8. Neither a Property Owner nor a relative of the Property Owner can be the paint contractor, subcontractor, or material supplier.
9. A Property Owner shall not disburse cash funds to the Paint Contractor for any work performed.
10. Neither the Property Owner nor the Painting Contractor can receive an advancement of payments. The City pays Grant funds on a "draw" basis.
11. CP&D and the Property Owner inspect all work for Program compliance with the paint proposal and scope of work before submittal of any invoices from the Paint Contractor to CP&D.
12. Payments are made directly to the Property Owner after CP&D receives a detailed itemized invoice and lien waiver from the Paint Contractor. The Property Owner reviews, approves, and acknowledges seeing every invoice by placing a signature or initial on the invoice and signing the request for payment within three (3) business days of receiving the paperwork from CP&D via DocuSign.
13. The Property Owner promptly completes all Grant fund transactions by signing over the check processed by the City to the Paint Contractor as set forth herein regarding FBO (For the Benefit Of) payments within three (3) business days of the check's availability. CP&D has the Property Owner sign the check in person.

B. PROCESS

1. CP&D references the Residential Exterior Paint Program Spreadsheet to identify eligible Property Owners and sends each Property Owner an email to solicit their interest in participating.
2. If the Property Owner is interested in participating, CP&D sends an application via DocuSign. The Property Owner opens the application, signs it, and dates it by a predetermined deadline. Once the Property Owner completes this task, the document automatically returns to CP&D. CP&D accepts applications in the order received on a first-come, first-serve basis.

3. CP&D and the Paint Contractor will schedule a site visit with the Property Owner to create a current conditions report identifying significant repair items, scope of work, and paint colors.
4. A Property Owner requesting a color change discusses color options with their local paint suppliers, such as Sherwin-Williams, Benjamin Moore, or Behr. They may purchase test colors to create a final palette for submission to CP&D.
5. If required, CP&D schedules the Environmental Consultant to complete lead-based paint testing on each Property.
6. CP&D schedules a Zoom or in-person meeting with each Property Owner to review the legal documents: the paint proposal and scope of work, the guide to programs, the grant program agreement, tax liability, power of attorney, W9, temporary construction easements, significant repairs by the Property Owner, paint color finalization, payment process of Paint Contractor invoices that include a check and payment request form from the Property Owner.
7. If the Property Owner commits to the Program, CP&D sends the paint proposal and scope of work, guide to programs, and grant program agreement for their signature via DocuSign. Because a power of attorney, if required, and W9 require an original signature, the Property Owner signs this paperwork at CP&D. The Property Owner obtains a no-cost building permit if required by CP&D and completes the significant repairs identified in the Paint Proposal and scope of work by April 1. If needed, CP&D works with neighboring property owners to obtain temporary construction easement agreements, the Historic Preservation Consultant and Baseline Engineering for all color changes requiring an administratively approved certificate of architectural compatibility, and the Environmental Consultant for any required lead-based paint testing.
8. If colors change, the Property Owner provides the colors selected, and CP&D initiates an administratively approved certificate of architectural compatibility with the Historic Preservation Consultant. If the color change includes more than three (3) colors, the City Council reviews and approves the certificate for architectural compatibility.
9. CP&D finalizes the proposals with the Paint Contractor. If applicable, the Paint Contractor identifies his subcontractors. All subcontractor work requires a lien waiver with each pay application.
10. CP&D requests a resolution from the City Attorney, prepares the request for council action, and submits all information to the City Clerk for inclusion in the City Council packet for its first meeting in April.

11. The City Council reviews each application, guide to programs, grant program agreement, associated temporary construction easements, power of attorney, and the paint proposal and scope of work in the order received by CP&D. Each Application is approved, conditionally approved, or denied.
12. CP&D prepares a \$10.00 payment request and submits it to the Finance Department for each Grantor granting a Temporary Construction Easement to the City.
13. CP&D issues the notice to proceed to the paint contractor via email.
14. CP&D notifies the Property Owners by email if their Project is approved, conditionally approved, or denied by the City Council.
15. CP&D issues individual building permits to track each grant project. The Paint Contractor must complete the projects within two (2) months of the permit issue date. CP&D will inform the Property Owner if a no-cost building permit for significant repairs is required.
16. CP&D notifies each Property Owner to reconfirm the target start date. The Paint Contractor confirms with each Property Owner before mobilization.
17. The Property Owner or their power of attorney must be available during the Project and flexible with the proposed timeframe. The schedule is subject to change due to weather and project progress.
18. The Paint Contractor provides individual project drawdowns at least two (2) weeks before the estimated project start date to CP&D. CP&D obtains written approval from the Property Owner within (3) three business days of the Paint Contractor providing the samples.
19. The Paint Contractor uses high-quality products approved by the City.
20. The Paint Contractor follows all lead-based paint encapsulation standards to cover surfaces containing lead-based paint.
21. The Paint Contractor selects a sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed, and stands up to abrasion. Flat paint is not acceptable.
22. The Paint Contractor coats surfaces to include exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, vertical concrete, and select outbuildings approved by the City.

23. The Paint Contractor is accountable for and assumes all responsibility when painting in adverse conditions. The Paint Contractor schedules work when weather conditions are per the manufacturer's specifications and ensures the siding is dry from dew and frost before applying paint. Work ceases in time to allow the paint to dry before dew and frost form.
24. The Contractor gently washes structure exteriors to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence.
25. The Paint Contractor masks all areas requiring protection from overspray and takes into consideration any wind. During the Project, the Paint Contractor is responsible for material damaged by paint on surfaces such as brick, concrete, roofing, vehicles, landscaping, etc.
26. The Paint Contractor performs incidental repairs, scrapes, and sands all failing paint from the substrate, including peeling and bubbling areas. Patches and caulk all joints in exterior trim, including areas where wood joins siding, all other cracks, imperfections, windows, and small holes.
27. The Paint Contractor conceals all wood siding nail holes and resets any nails separating from the siding.
28. The Paint contractor preps and primes all exposed wood surfaces. The primer coat differs in color and applies at least one (1) coat primer.
29. The Paint Contractor, at a minimum, applies at least two (2) coats of the base coat paint per the manufacturer's recommendation and thickness.
30. If transitioning from a stain to paint, at a minimum, the Paint Contractor, at a minimum, applies per the manufacturer's recommendation with a minimum thickness of one (1) coat of primer and (2) coats of paint.
31. The Paint Contractor back-rolls all sprayed surfaces.
32. The Paint Contractor ensures, at a minimum, all stains are two (2) coats with a clear natural satin finish per the manufacturer's recommendation and thickness.
33. The Paint Contractor paints all doors and windows' top and bottom edges.
34. The Paint Contractor paints the bottom edges of all siding, corner stiles, shutters, and bay windows. Remove shutters before painting and reinstall.

35. The Paint Contractor paints all roof vents and flashing black or another specified color or leaves them raw per the Property Owner's preference. Mechanical vents located within the siding match the siding color.
36. The Paint Contractor excludes painting metal roofs.
37. The Paint Contractor ensures the job is free of runs, sags, cracking, and skips, with edges cut neatly.
38. The Property Owner inspects work from start to finish, immediately identifies issues, and shares this information with CP&D and the Paint Contractor.
39. The Property Owner provides the Paint Contractor access to the entire site and work area.
40. The Property Owner removes all items on and away from the structure, outbuildings, fences, decks, and porches.
41. The Property Owner keeps all pets out of the Paint Contractor's work area and removes all pet waste daily for the project's duration. The Paint Contractor is not permitted to bring animals on the site.
42. The Paint Contractor is responsible for trash removal, provides refuse collection containers, and keeps the site clean and debris-free, including cigarette butts, daily.
43. CP&D must review and approve all change orders from the approved paint proposal and scope of work before implementation. CP&D amends the grant program agreement to reflect the additional taxable income to the Property Owner. The amendment is approved, conditionally approved, or denied by the City Council.
44. The Property Owner, Paint Contractor, and CP&D attend onsite progress meetings as needed during the project's duration.
45. CP&D schedules a final inspection upon painting completion with the Property Owner and Paint Contractor to close the Project.
46. The Paint Contractor cleans the site upon substantial completion of work. All paint chips are captured and disposed of, areas are de-masked, and exterior windows are operable and paint-free.
47. The Paint Contractor leaves the Property Owner up to one (1) quart of each paint color, varnish, and stain for a touch-up and any warranty work. The Paint Contractor supplies the paint cans and marks each can, identifying the product. The Property Owner stores the products in a climate-controlled area.

Approved by Resolution 30-2024 on March 13, 2024

48. The Paint Contractor provides a one (1) year limited warranty from the date of substantial completion, covering all manufacturer's defects in the products and 100% of the workmanship, including cracking, peeling, fading, or chipping. Items not covered in the limited warranty include:
 - a. Acts of God that include such items as damage from fire or weather such as tornado, flooding, hail, or hurricane-force winds;
 - b. Repairs or damage caused by the Property Owner or Tenant after the job is complete;
 - c. Existing structural damage, layers of old and peeling paint, or other problems with the house that may cause a paint job to fail;
 - d. Product failure due to misuse or lack of proper maintenance by the Property Owner or Tenant;
 - e. The Property Owner or Tenant making significant product alterations affecting its performance.
49. The City releases a deposit at the start of the Project and the final payment after the substantial completion inspection and project closeout with the Property Owner. Subcontract work requires a lien waiver.
50. CP&D receives the Paint Contractor invoice, and the Property Owner signs the invoice and check and payment request form via DocuSign within three (3) business days of CP&D notification.
51. CP&D submits the check request form and invoice to the Finance Department for payment.
52. The Property Owner endorses the check, in person, for the benefit of the Paint Contractor within three (3) business days of CP&D notification.
53. CP&D sends the endorsed check to the Paint Contractor.
54. The Property Owner completes the substantial completion acknowledgment form.
55. CP&D closes the building permit, tracks, and schedules a 1-year limited warranty walk with the Paint Contractor and Property Owner.
56. The Finance Department sends the Property Owner a 1099G by January 31 of the following year.
57. CP&D sends the Property Owner the Federal and State tax liability reimbursement forms by January 31 of the following year.
58. The Property Owner completes the federal and state tax liability reimbursement forms and returns them to the Finance Department for the one-time first-round reimbursement.

PROPERTY OWNER ACKNOWLEDGEMENT

I, _____ the Property Owner of the residential property addressed as

Black Hawk, Colorado, 80422, fully understand and agree to be bound by the terms and conditions of the Residential Exterior Paint Program documents set forth below:

1. Apply to participate in the Residential Exterior Paint Program;
2. Read and comply with the Residential Exterior Paint Program Guide to Programs;
3. Acknowledge the federal and state tax liability reimbursement process;
4. Meet with CP&D and the Paint Contractor to create a scope of work, finalize paint colors, and identify any substantial repairs;
5. Agree to be an active participant in the Project from start to finish or assign a power-of-attorney because I am physically unable to be in Black Hawk for the entire project;
6. Apply for a no-cost building permit for significant repairs if required by CP&D;
7. Acknowledge invoices, complete and submit the check and payment reimbursement forms within three (3) business days of invoice receipt;
8. Submit a completed W-9 form.

By: _____
Property Owner

Date: _____

EXHIBIT I

**RESIDENTIAL EXTERIOR PAINT PROGRAM
PROGRAM AGREEMENT**

Approved by Resolution 30-2024 on March 13, 2024



BLACK HAWK[®]

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the _____ day of _____, 2024, (the “*Effective Date*”) by and between the **CITY OF BLACK HAWK**, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and

(the “*Property Owner*”), whose Residential Property address is:
_____.

RECITALS

- A.** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Residential Exterior Paint Program*”).
- B.** The Property Owner, who is the owner of a structure located at: _____, **Black Hawk, Colorado 80422**, (the “*Residential Property*”) submitted an application under the Exterior Paint Program.

Approved by Resolution 30-2024 on March 13, 2024

AGREEMENT

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

1. Exterior Paint Grant.

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

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

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

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

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

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

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

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “**Project**”). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
 - 4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
 - 4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City’s Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
 - 4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
 - 4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City’s Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

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

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

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

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

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

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

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

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

If to the City:

City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development

If to the Property Owner:

(Insert Name, Physical Address, Mailing
Address, and Email Address)

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

10. Miscellaneous:

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

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

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

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

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

Approved by Resolution 30-2024 on March 13, 2024

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

Approved by Resolution 30-2024 on March 13, 2024

PROPERTY OWNER

By: _____
Property Owner

Approved by Resolution 30-2024 on March 13, 2024

EXHIBIT II

**RESIDENTIAL EXTERIOR PAINT PROGRAM
FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT – FORMS**

Approved by Resolution 30-2024 on March 13, 2024

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

RESIDENTIAL EXTERIOR PAINT PROGRAM GRANT YEAR 2024

CHECK AND PAYMENT REQUEST FORM

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Property Street Address: _____

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

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: \$ _____

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

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

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

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

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

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

Owner's Signature: _____
Signature

Date

**INCOME TAX LIABILITY REIMBURSEMENT
TAX YEAR 2024**

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

Dear Sir or Madam:

I have completed my **Federal and State Tax Returns for Tax Year 2024**, and I am requesting the City of Black Hawk issue a check to cover my total **Federal Income Tax Liability** for receipt of the exterior residential property painting grant for my property located at _____ in the amount of \$ _____.

I certify that for the **Federal Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____ and my tax liability would have been \$ _____ without reporting the grant.

AND

I certify that I will **NOT** submit an application for the Colorado Historical Preservation Income Tax Credit. I certify that for the **State Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____. My tax liability would have been \$ _____ without reporting the grant.

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

Sincerely,

Owner's Signature

Date

Approved by Resolution 30-2024 on March 13, 2024

351 HIGH STREET

\$21,180.00

PAINT PROPOSAL



Independent Painting

Mobile: 720-938-5398

PO Box 672

Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 012424
Sheet No. 1
Date 01-24-24
Prepared by: Eric Miller
Work to be Performed at: 351 High St.

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of...

Exterior Repaint of 351 High St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Spot prime as needed on all raw wood using KILZ2 all purpose primer.
3. Caulk as needed on any joints, cracks or gaps in siding, fascia, casing, etc..
4. Set any nails and or secure loose siding/trim as needed.
5. Paint trim complete w/ 2 coats of SW Duration ext. satin: ~~_____ (green) (including deck beams and posts)~~
6. Paint body complete w/ 2 coats of SW Duration ext. satin: ~~_____ (yellow)~~
7. Paint accents complete w/ 2 coats of SW Duration ext. satin: ~~_____ (cedar shake gables)~~
8. Prime and picket paint fence on west side.
9. Prep, spot prime and paint metal handrail/balusters at front stairwell entry from High St. w/ 2 coats of SW industrial DTM.
10. Prep, spot prime and paint metal fence handrail/balusters at lower level patio and at top of stairwell w/ 2 coats of SW industrial DTM.

Approved colors below.

Note:

- All gutters and down spouts are not to be painted.
- Roof flashing not to be painted.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of \$21180.00

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

DocuSigned by:
Caitlin Kontak
Signature _____
97675058B0E6406...

Date 4/2/2024

351 HIGH STREET – CONFIRMED FINAL COLOR

Body Paint - Valspar: 8006-11F Arrowhead

Includes the horizontal lap siding, deck and porch supports.



ARROWHEAD

8006-11F



Lap Siding

Deck
Supports



Lap Siding

Porch
Supports



Major Trim Paint – Valspar 1011-8 Antique Burgundy

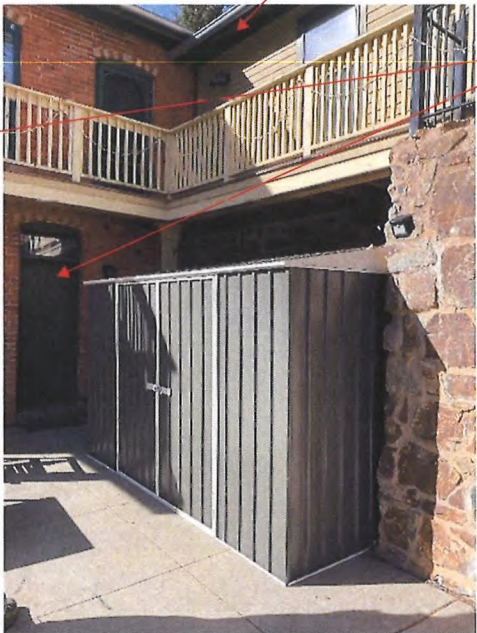
Includes windows, eaves, and doors, where green trim currently exists.



ANTIQUE BURGUNDY

1011-8

Eaves



Doors



Windows

Minor Trim Paint – Valspar 4001-2B – Cinder Fox

Includes the cape cod style shingles on the peak areas.



CINDER FOX

4001-2B



Cape Cod
Shingles



DS
CK

351 High St



Color Change Requested: Eric Miller to work directly with the H/O to pick out colors. Property Owner suggests grey/purple/white

****Homeowner to remove all items near home****

No home repairs needed, some caulking will need to be done.

Wood decking/railing excluded (H/O to replace)

DS
CK



Bottom of
framing
excluded

DS
CK

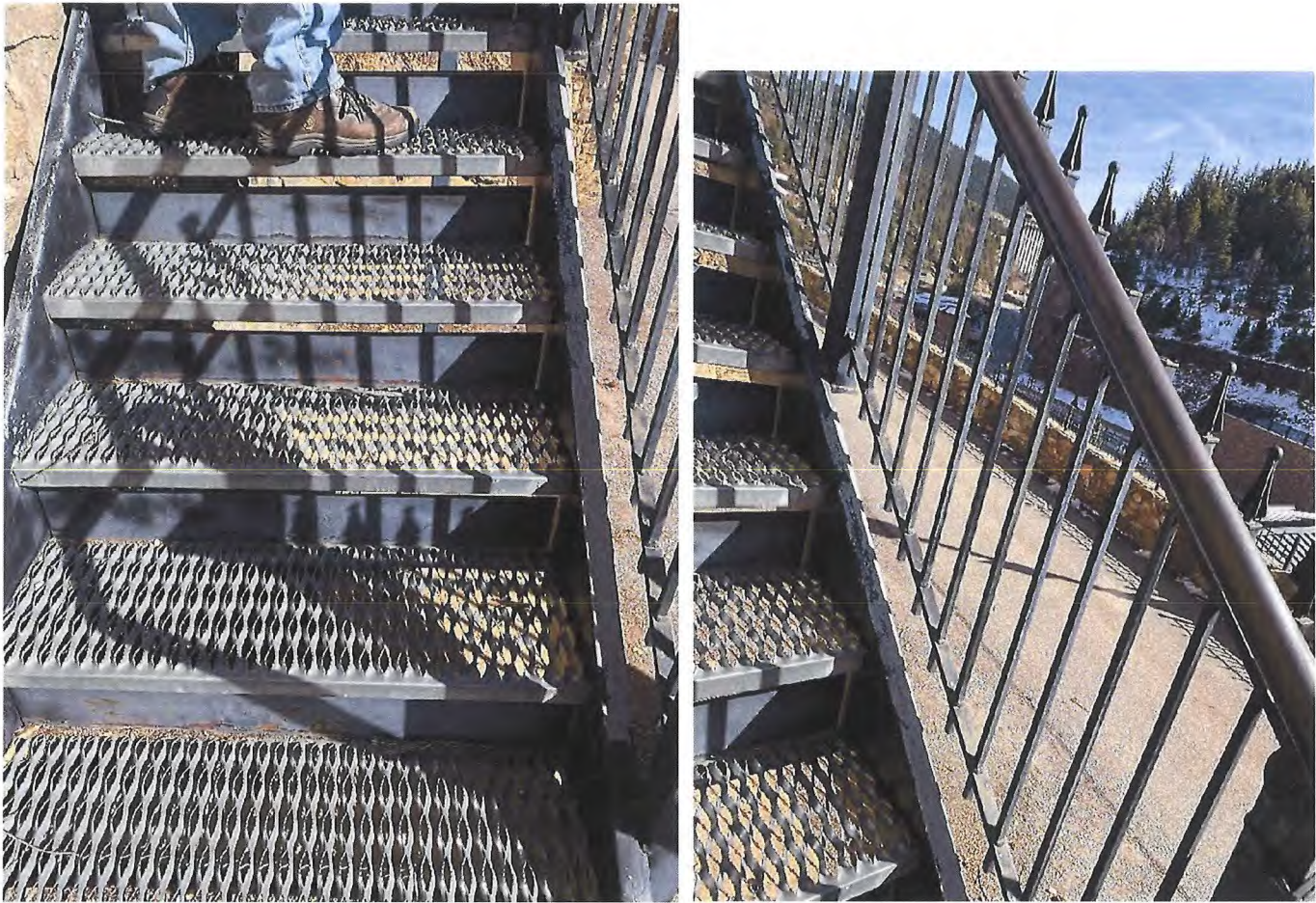


Gutters are unpainted

DS
OK



Wrought iron fence to be painted.



Serrated steel steps - excluded



Shed - excluded





Wood window frames



DS
CK



Exterior storm windows



DS
OK



DS
CK



GRANT PROGRAM AGREEMENT



BLACK HAWK[®]
RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the **10th Day of April, 2024**, (the “*Effective Date*”) by and between the **City of Black Hawk**, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and **Caitlin Kontak** (the “*Property Owner*”), whose Residential Property address is: **351 High Street, Black Hawk, Colorado 80422**.

RECITALS

- A.** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Residential Exterior Paint Program*”).
- B.** The Property Owner, who is the owner of a structure located at: **351 High Street, Black Hawk, Colorado 80422**, (the “*Residential Property*”) submitted an application under the Exterior Paint Program.

AGREEMENT

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

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **\$21,180.00** (the “***Grant***”) for the exterior paint of a Residential Property.

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

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

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

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

2.3 No Liability. The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Exterior Paint Program, whether or not the Property Owner is actually paid any funds from the Grant.

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “**Project**”). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
 - 4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
 - 4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City’s Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
 - 4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
 - 4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City’s Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

6. **Termination of the Grant.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 31, 2024** (The “***Termination Date***”), the Property Owner’s right to be paid the Grant or any portion thereof shall automatically terminate.

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

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

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

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

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

8. **Non-Transferable.** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.
9. **Notices.** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City: City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development

If to the Property Owner: Caitlin Kontak
PO Box 569
Black Hawk, CO 80422
Telephone: 315-292-0416
Email: caitlin.kontak@gmail.com

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

10. Miscellaneous:

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

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

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

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By:  DocuSigned by:
Caitlin Kontak
9707505680E0406...
Caitlin Kontak

Approved by Resolution 30-2024 on March 13, 2024

GUIDE TO PROGRAMS

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 30-2024

TITLE: A RESOLUTION AMENDING THE RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS

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

Section 1. The City of Black Hawk Residential Exterior Paint Program—Guide to Programs, dated March 2024, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved.

Section 2. The March 2024 Residential Exterior Paint Program—Guide to Programs shall apply to exterior paint projects commencing after the effective date of this Resolution.

RESOLVED AND PASSED this 13th day of March, 2024.


David D. Spellman, Mayor

ATTEST:

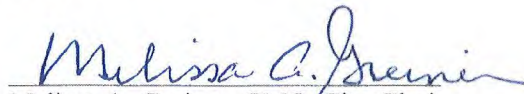

Melissa A. Greiner, CMC, City Clerk



EXHIBIT A

RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS



CITY OF BLACK HAWK

**RESIDENTIAL EXTERIOR PAINT PROGRAM
GUIDE TO PROGRAMS**

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Exhibit II: Federal and State Tax Liability Reimbursement - Forms	

SECTION 1: PROGRAM OVERVIEW

A. PURPOSE

1. The City of Black Hawk established the Residential Exterior Paint Program to preserve the architectural character of residential properties within the Historic Residential District.
2. The Program provides a Property Owner with the resources and financial assistance needed to maintain the exterior paint on its residential buildings.
3. The Program pledges the continuation and enhancement of a functional, sustainable, healthy, and vibrant residential community.

B. DEFINITIONS

1. **Application:** A formal request to participate in the Exterior Residential Paint Program. Applications are accepted and considered on a first-come, first-served basis in the order received.
2. **Board of Aldermen:** An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.
3. **Building Official:** The City official is charged with the responsibility of administering and enforcing the City's building codes.
4. **Building Permit:** A building permit is an official approval to construct a new building or expand or remodel an existing one. Its purpose is to ensure the construction project follows all relevant regulations, including building standards, land use, and environmental protection.
5. **Certificate of Architectural Compatibility:** Land use process to document an exterior improvement to a property, such as a color change.
6. **City of Black Hawk (City):** The authority having jurisdiction over the Residential Exterior Paint Program.
7. **City Council:** The elected Board of Aldermen, plus the Mayor.
8. **Construction Hard Costs:** Costs related to labor, materials, and overhead.
9. **For the Benefit of Process:** The process where a Property Owner endorses grant fund transactions over to the Paint Contractor within three (3) business days of receiving a request from CP&D.

Approved by Resolution 30-2024 on March 13, 2024

- 10. Grant Program Agreement:** The legal agreement that makes specific Exterior Residential Paint Fund proceeds available for exterior painting of residential properties within the City Limits of the City of Black Hawk. The Property Owner agrees to use the funds per the agreed-upon parameters outlined in the document.
- 11. Grant Recipient:** Any person or their authorized agent / designated representative to whom the City of Black Hawk awards a Residential Exterior Residential Paint grant.
- 12. Guide to Programs:** This policy and procedures document outlines the parameters of the Residential Exterior Paint Program.
- 13. Historic Preservation Consultant:** a qualified professional who is an individual licensed or appropriately experienced in the discipline within which a recommendation is needed.
- 14. Municipal Code:** A collection of municipal ordinances and laws enacted and enforced by the City of Black Hawk.
- 15. Outbuildings:** Accessory structures to the original building.
- 16. Paint Contractor:** The contracting company selected to oversee and manage the painting and construction work under the Exterior Residential Paint Program.
- 17. Program:** The Residential Exterior Residential Paint Program is a private project by the Property Owner but reimbursed by the City.
- 18. Property Owner:** Property Owner per recorded City documents or designated representative as provided with written permission via a signed and notarized "Power-of-Attorney" from the Property Owner. The appointed representative can act on behalf of the Property Owner in specified or all legal and financial matters.
- 19. Qualified Properties:** All residential properties are located within the Historic Residential District of the Black Hawk city limits.
- 20. Residential Design Guidelines:** Guidelines developed to help preserve the City's character with exterior improvements to buildings.
- 21. Scope of Work:** This is a guide to help the Paint Contractor and Property Owner understand what the Project covers and does not cover. The document identifies project requirements and the work to be performed during the project and includes details on the timeline.
- 22. Substantial Completion:** The stage in the work's progress when the job, or designated portion thereof, is sufficiently complete per the Scope of Work to close the project.

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

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

SECTION 2: TAX LIABILITY

A. ACKNOWLEDGEMENT

1. Weather permitting, the painting timeframe is May 1 through September 30. Project start dates are staggered and may be accelerated or delayed.
2. Any Property Owner that makes a color change after City Council approval must withdraw from the Program and reapply the following year.
3. The Program is fully funded through the City's General Fund and not from revenues received or otherwise derived from the State Historical Fund.
4. All funding is subject to the annual budget and appropriation of the General fund by the City Council.
5. The Program is considered a **private project** by the Property Owner reimbursed by the City.
6. Funds awarded by the City under approved Grants are considered income under state and federal income tax laws and reported to the taxing authorities in the manner provided by applicable law.
7. As the recipient of a Grant, the Property Owner may be required to pay income or other taxes to state and federal taxing authorities.
8. The City has no responsibility or obligation concerning any tax liability to the Property Owner as a recipient of Grant funds or benefits received under the Program.
9. The City provides a one-time first-round reimbursement of a Property Owner's state and federal income tax liability as the Grant recipient. The second-round tax liability remains the Property Owner's responsibility. The Property Owner should consult their tax advisor about whether the one-time first-round reimbursement is income and increases state and federal income tax liability.

10. The City encumbers dollars in its accounting system to accommodate the one-time first-round tax reimbursement payment. The Property Owner is responsible for completing the required reimbursement paperwork and delivering the paperwork to the Finance Department during the calendar year following receipt of the Grant.
11. If the Property Owner does not submit a reimbursement request for the one-time first-round reimbursement within the time limits set forth, the encumbered funds will no longer be available for the State and Federal one-time tax payment reimbursement, and the City will reallocate the funds in the budget for other purposes.
12. The City does **NOT** reimburse the Property Owner for any additional state and federal income tax liability that might arise from the one-time first-round reimbursement.

SECTION 3: RESIDENTIAL EXTERIOR PAINT PROGRAM

A. LEGAL REQUIREMENTS

1. Eligible properties are located within the Historic Residential District of the Black Hawk city limits. Both historic and non-historic elements qualify under the Program.
2. Each Residential Property is considered to participate in the Program under an initial five (5) year cycle. Once a property has received funding under this cycle, the property reverts to an eight (8) year funding cycle.
3. The Program is not a substitute for routine maintenance or a Property Owner's insurance coverage.
4. Participation in the Program requires, at a minimum, for the Property Owner to complete an application, a grant program agreement setting forth the terms and conditions of participation in the Program, a W-9 form, sign and agree to the painting proposal, and the scope of work, abide by the conditions of the building permit, submit the required reimbursement forms for the check and payment request and the federal and state tax liability for the one-time first-round reimbursement.
5. The Property Owner may be required, as needed, to enter into a power-of-attorney if they cannot be present during the project, a temporary construction easement, a temporary use permit, or a certificate of architectural compatibility for a color change.
6. If a Property Owner owns multiple residential properties, an application must be made for each eligible Property. Properties are placed on the list in the order in which the applications are received on a first-come, first-served basis.

7. If a full site and building Grant under the Historic Restoration and Community Preservation Grant Program is granted within three (3) years of the City approving funding of a Residential Exterior Paint Grant, the Property Owner agrees to reimburse the City in full the total amount funded for hard construction costs before the Grant of the full site and building is approved and financed.
8. Neither a Property Owner nor a relative of the Property Owner can be the paint contractor, subcontractor, or material supplier.
9. A Property Owner shall not disburse cash funds to the Paint Contractor for any work performed.
10. Neither the Property Owner nor the Painting Contractor can receive an advancement of payments. The City pays Grant funds on a "draw" basis.
11. CP&D and the Property Owner inspect all work for Program compliance with the paint proposal and scope of work before submittal of any invoices from the Paint Contractor to CP&D.
12. Payments are made directly to the Property Owner after CP&D receives a detailed itemized invoice and lien waiver from the Paint Contractor. The Property Owner reviews, approves, and acknowledges seeing every invoice by placing a signature or initial on the invoice and signing the request for payment within three (3) business days of receiving the paperwork from CP&D via DocuSign.
13. The Property Owner promptly completes all Grant fund transactions by signing over the check processed by the City to the Paint Contractor as set forth herein regarding FBO (For the Benefit Of) payments within three (3) business days of the check's availability. CP&D has the Property Owner sign the check in person.

B. PROCESS

1. CP&D references the Residential Exterior Paint Program Spreadsheet to identify eligible Property Owners and sends each Property Owner an email to solicit their interest in participating.
2. If the Property Owner is interested in participating, CP&D sends an application via DocuSign. The Property Owner opens the application, signs it, and dates it by a predetermined deadline. Once the Property Owner completes this task, the document automatically returns to CP&D. CP&D accepts applications in the order received on a first-come, first-serve basis.

3. CP&D and the Paint Contractor will schedule a site visit with the Property Owner to create a current conditions report identifying significant repair items, scope of work, and paint colors.
4. A Property Owner requesting a color change discusses color options with their local paint suppliers, such as Sherwin-Williams, Benjamin Moore, or Behr. They may purchase test colors to create a final palette for submission to CP&D.
5. If required, CP&D schedules the Environmental Consultant to complete lead-based paint testing on each Property.
6. CP&D schedules a Zoom or in-person meeting with each Property Owner to review the legal documents: the paint proposal and scope of work, the guide to programs, the grant program agreement, tax liability, power of attorney, W9, temporary construction easements, significant repairs by the Property Owner, paint color finalization, payment process of Paint Contractor invoices that include a check and payment request form from the Property Owner.
7. If the Property Owner commits to the Program, CP&D sends the paint proposal and scope of work, guide to programs, and grant program agreement for their signature via DocuSign. Because a power of attorney, if required, and W9 require an original signature, the Property Owner signs this paperwork at CP&D. The Property Owner obtains a no-cost building permit if required by CP&D and completes the significant repairs identified in the Paint Proposal and scope of work by April 1. If needed, CP&D works with neighboring property owners to obtain temporary construction easement agreements, the Historic Preservation Consultant and Baseline Engineering for all color changes requiring an administratively approved certificate of architectural compatibility, and the Environmental Consultant for any required lead-based paint testing.
8. If colors change, the Property Owner provides the colors selected, and CP&D initiates an administratively approved certificate of architectural compatibility with the Historic Preservation Consultant. If the color change includes more than three (3) colors, the City Council reviews and approves the certificate for architectural compatibility.
9. CP&D finalizes the proposals with the Paint Contractor. If applicable, the Paint Contractor identifies his subcontractors. All subcontractor work requires a lien waiver with each pay application.
10. CP&D requests a resolution from the City Attorney, prepares the request for council action, and submits all information to the City Clerk for inclusion in the City Council packet for its first meeting in April.

11. The City Council reviews each application, guide to programs, grant program agreement, associated temporary construction easements, power of attorney, and the paint proposal and scope of work in the order received by CP&D. Each Application is approved, conditionally approved, or denied.
12. CP&D prepares a \$10.00 payment request and submits it to the Finance Department for each Grantor granting a Temporary Construction Easement to the City.
13. CP&D issues the notice to proceed to the paint contractor via email.
14. CP&D notifies the Property Owners by email if their Project is approved, conditionally approved, or denied by the City Council.
15. CP&D issues individual building permits to track each grant project. The Paint Contractor must complete the projects within two (2) months of the permit issue date. CP&D will inform the Property Owner if a no-cost building permit for significant repairs is required.
16. CP&D notifies each Property Owner to reconfirm the target start date. The Paint Contractor confirms with each Property Owner before mobilization.
17. The Property Owner or their power of attorney must be available during the Project and flexible with the proposed timeframe. The schedule is subject to change due to weather and project progress.
18. The Paint Contractor provides individual project drawdowns at least two (2) weeks before the estimated project start date to CP&D. CP&D obtains written approval from the Property Owner within (3) three business days of the Paint Contractor providing the samples.
19. The Paint Contractor uses high-quality products approved by the City.
20. The Paint Contractor follows all lead-based paint encapsulation standards to cover surfaces containing lead-based paint.
21. The Paint Contractor selects a sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed, and stands up to abrasion. Flat paint is not acceptable.
22. The Paint Contractor coats surfaces to include exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, vertical concrete, and select outbuildings approved by the City.

23. The Paint Contractor is accountable for and assumes all responsibility when painting in adverse conditions. The Paint Contractor schedules work when weather conditions are per the manufacturer's specifications and ensures the siding is dry from dew and frost before applying paint. Work ceases in time to allow the paint to dry before dew and frost form.
24. The Contractor gently washes structure exteriors to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence.
25. The Paint Contractor masks all areas requiring protection from overspray and takes into consideration any wind. During the Project, the Paint Contractor is responsible for material damaged by paint on surfaces such as brick, concrete, roofing, vehicles, landscaping, etc.
26. The Paint Contractor performs incidental repairs, scrapes, and sands all failing paint from the substrate, including peeling and bubbling areas. Patches and caulk all joints in exterior trim, including areas where wood joins siding, all other cracks, imperfections, windows, and small holes.
27. The Paint Contractor conceals all wood siding nail holes and resets any nails separating from the siding.
28. The Paint contractor preps and primes all exposed wood surfaces. The primer coat differs in color and applies at least one (1) coat primer.
29. The Paint Contractor, at a minimum, applies at least two (2) coats of the base coat paint per the manufacturer's recommendation and thickness.
30. If transitioning from a stain to paint, at a minimum, the Paint Contractor, at a minimum, applies per the manufacturer's recommendation with a minimum thickness of one (1) coat of primer and (2) coats of paint.
31. The Paint Contractor back-rolls all sprayed surfaces.
32. The Paint Contractor ensures, at a minimum, all stains are two (2) coats with a clear natural satin finish per the manufacturer's recommendation and thickness.
33. The Paint Contractor paints all doors and windows' top and bottom edges.
34. The Paint Contractor paints the bottom edges of all siding, corner stiles, shutters, and bay windows. Remove shutters before painting and reinstall.

35. The Paint Contractor paints all roof vents and flashing black or another specified color or leaves them raw per the Property Owner's preference. Mechanical vents located within the siding match the siding color.
36. The Paint Contractor excludes painting metal roofs.
37. The Paint Contractor ensures the job is free of runs, sags, cracking, and skips, with edges cut neatly.
38. The Property Owner inspects work from start to finish, immediately identifies issues, and shares this information with CP&D and the Paint Contractor.
39. The Property Owner provides the Paint Contractor access to the entire site and work area.
40. The Property Owner removes all items on and away from the structure, outbuildings, fences, decks, and porches.
41. The Property Owner keeps all pets out of the Paint Contractor's work area and removes all pet waste daily for the project's duration. The Paint Contractor is not permitted to bring animals on the site.
42. The Paint Contractor is responsible for trash removal, provides refuse collection containers, and keeps the site clean and debris-free, including cigarette butts, daily.
43. CP&D must review and approve all change orders from the approved paint proposal and scope of work before implementation. CP&D amends the grant program agreement to reflect the additional taxable income to the Property Owner. The amendment is approved, conditionally approved, or denied by the City Council.
44. The Property Owner, Paint Contractor, and CP&D attend onsite progress meetings as needed during the project's duration.
45. CP&D schedules a final inspection upon painting completion with the Property Owner and Paint Contractor to close the Project.
46. The Paint Contractor cleans the site upon substantial completion of work. All paint chips are captured and disposed of, areas are de-masked, and exterior windows are operable and paint-free.
47. The Paint Contractor leaves the Property Owner up to one (1) quart of each paint color, varnish, and stain for a touch-up and any warranty work. The Paint Contractor supplies the paint cans and marks each can, identifying the product. The Property Owner stores the products in a climate-controlled area.

Approved by Resolution 30-2024 on March 13, 2024

48. The Paint Contractor provides a one (1) year limited warranty from the date of substantial completion, covering all manufacturer's defects in the products and 100% of the workmanship, including cracking, peeling, fading, or chipping. Items not covered in the limited warranty include:
 - a. Acts of God that include such items as damage from fire or weather such as tornado, flooding, hail, or hurricane-force winds;
 - b. Repairs or damage caused by the Property Owner or Tenant after the job is complete;
 - c. Existing structural damage, layers of old and peeling paint, or other problems with the house that may cause a paint job to fail;
 - d. Product failure due to misuse or lack of proper maintenance by the Property Owner or Tenant;
 - e. The Property Owner or Tenant making significant product alterations affecting its performance.
49. The City releases a deposit at the start of the Project and the final payment after the substantial completion inspection and project closeout with the Property Owner. Subcontract work requires a lien waiver.
50. CP&D receives the Paint Contractor invoice, and the Property Owner signs the invoice and check and payment request form via DocuSign within three (3) business days of CP&D notification.
51. CP&D submits the check request form and invoice to the Finance Department for payment.
52. The Property Owner endorses the check, in person, for the benefit of the Paint Contractor within three (3) business days of CP&D notification.
53. CP&D sends the endorsed check to the Paint Contractor.
54. The Property Owner completes the substantial completion acknowledgment form.
55. CP&D closes the building permit, tracks, and schedules a 1-year limited warranty walk with the Paint Contractor and Property Owner.
56. The Finance Department sends the Property Owner a 1099G by January 31 of the following year.
57. CP&D sends the Property Owner the Federal and State tax liability reimbursement forms by January 31 of the following year.
58. The Property Owner completes the federal and state tax liability reimbursement forms and returns them to the Finance Department for the one-time first-round reimbursement.

Approved by Resolution 30-2024 on March 13, 2024

PROPERTY OWNER ACKNOWLEDGEMENT

I, Caitlin Kontak the Property Owner of the residential property addressed as
351 High Street, Black Hawk, Colorado 80422
Black Hawk, Colorado, 80422, fully understand and agree to be bound by the terms and
conditions of the Residential Exterior Paint Program documents set forth below:

1. Apply to participate in the Residential Exterior Paint Program;
2. Read and comply with the Residential Exterior Paint Program Guide to Programs;
3. Acknowledge the federal and state tax liability reimbursement process;
4. Meet with CP&D and the Paint Contractor to create a scope of work, finalize paint colors,
and identify any substantial repairs;
5. Agree to be an active participant in the Project from start to finish or assign a power-of-
attorney because I am physically unable to be in Black Hawk for the entire project;
6. Apply for a no-cost building permit for significant repairs if required by CP&D;
7. Acknowledge invoices, complete and submit the check and payment reimbursement forms
within three (3) business days of invoice receipt;
8. Submit a completed W-9 form.

By: DocuSigned by:
Caitlin Kontak
97675058B0E6406...
Property Owner

Date: 4/2/2024

Approved by Resolution 30-2024 on March 13, 2024

EXHIBIT I

**RESIDENTIAL EXTERIOR PAINT PROGRAM
PROGRAM AGREEMENT**

Approved by Resolution 30-2024 on March 13, 2024



BLACK HAWK[®]

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “***Agreement***”) is made as of the _____ day of _____, 2024, (the “***Effective Date***”) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the “***City***”) and

(the “***Property Owner***”), whose Residential Property address is:

_____.

RECITALS

- A.** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “***Residential Exterior Paint Program***”).
- B.** The Property Owner, who is the owner of a structure located at: _____, **Black Hawk, Colorado 80422**, (the “***Residential Property***”) submitted an application under the Exterior Paint Program.

AGREEMENT

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

1. Exterior Paint Grant.

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

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

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

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

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

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

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

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “**Project**”). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
 - 4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
 - 4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City’s Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
 - 4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
 - 4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City’s Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

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

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

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

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

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

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

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

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

If to the City:

**City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development**

If to the Property Owner:

**(Insert Name, Physical Address, Mailing
Address, and Email Address)**

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

10. Miscellaneous:

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

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

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

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: _____
Property Owner

EXHIBIT II

**RESIDENTIAL EXTERIOR PAINT PROGRAM
FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT – FORMS**

Approved by Resolution 30-2024 on March 13, 2024

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

RESIDENTIAL EXTERIOR PAINT PROGRAM GRANT YEAR 2024
CHECK AND PAYMENT REQUEST FORM
FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Property Street Address: _____

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

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: \$ _____

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

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

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

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

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

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

Owner's Signature: _____
Signature Date

**INCOME TAX LIABILITY REIMBURSEMENT
TAX YEAR 2024**

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

Dear Sir or Madam:

I have completed my **Federal and State Tax Returns for Tax Year 2024**, and I am requesting the City of Black Hawk issue a check to cover my total **Federal Income Tax Liability** for receipt of the exterior residential property painting grant for my property located at _____ in the amount of \$ _____.

I certify that for the **Federal Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____ and my tax liability would have been \$ _____ without reporting the grant.

AND

I certify that I will **NOT** submit an application for the Colorado Historical Preservation Income Tax Credit. I certify that for the **State Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____. My tax liability would have been \$ _____ without reporting the grant.

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

Sincerely,

Owner's Signature

Date

Approved by Resolution 30-2024 on March 13, 2024

100 MARCHANT STREET
CARRIAGE HOUSE - \$30,982.00
MAIN HOUSE - \$22,460.00

PAINT PROPOSAL CARRAIGE HOUSE



Independent Painting

Mobile: 720-938-5398

PO Box 672

Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 011524
Sheet No. 1
Date 01-15-24
Prepared by: Eric Miller
Work to be Preformed at: 100 A Marchant

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of...

Exterior Repaint of 100 A Marchant St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Spot prime as needed on all raw wood using KILZ2 all purpose primer.
3. Caulk as needed on any joints, cracks or gaps in siding, fascia, casing, etc..
4. Set any nails and or secure loose siding/trim as needed.
5. Paint trim complete w/ 2 coats of SW Duration ext. satin:_____ (lt. blue) See below for final colors.
6. Paint body complete w/ 2 coats of SW Duration ext. satin:_____ (dk. blue)
7. Paint accents complete w/ 2 coats of SW Duration ext. satin:_____ (red)
8. Fencing/Stairwell: sand/grind/wire brush as needed, then spot prime rust inhibiting primer. Finish selected fencing using up to two coats of Sherwin Williams exterior "DTM (Direct to Metal)" semi-gloss black. This includes handrail/balusters on 2nd floor deck, handrail/balusters @ west stairwell, handrail/balusters @ lower west, single handrail leading to back yard and large double door at west entry.

*large double steel doors @ east entry to backyard are to be repaired or replaced by homeowner. Once repaired or replaced we will prep and paint said doors/jamb.

*this includes scaffold rental

All material is guaranteed to be as specified, and the above work to be preformed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of \$30982.00

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

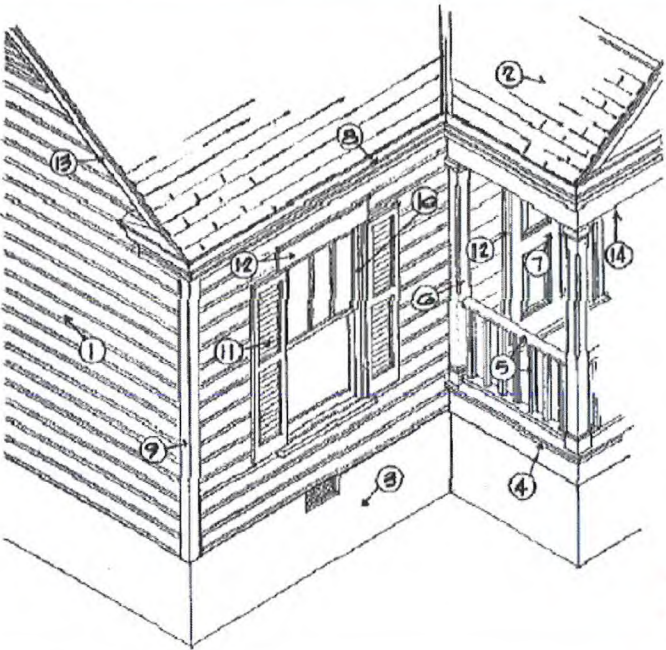
Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

DocuSigned by:
Signature David Spellman
785522893C6A41C

Date 4/4/2024

CITY OF BLACK HAWK - GENERAL FUND EXTERIOR PAINT SCHEDULE



See below for
final colors.

Applicant David D. Spellman

Address 100 Marchant Carriage House/Garage

Paint Manufacturer (Please submit color chips with this schedule) Existing Paint is Diamond Vogel

Color Schedule Match Existing Paint Scheme

1	Body of House	Mountain Mist (BA-7505)
2	Roofing	N/A
3	Foundation	N/A
4	Porch Floor	Clear Sealer
5	Railing	Excluded From Project Scope
6	Columns	Oxford Blue (BA-7502)
7	Entrance Door	Oxford Blue (BA-7502)
8	Cornice	Oxford Blue (BA-7502)
9	Corner Boards	Oxford Blue (BA-7502)
10	Window Sash	N/A (Aluminum Clad Windows)
11	Shutter	N/A
12	Door & Window Trim	Oxford Blue (BA-7502) with Ranch Red (BA-5501) Head Trim
13	Rake	Oxford Blue (BA-7502)
14	Porch Ceiling	Oxford Blue (BA-7502)
15	Other	Gates: Black and Gate Frames: Black DTM.

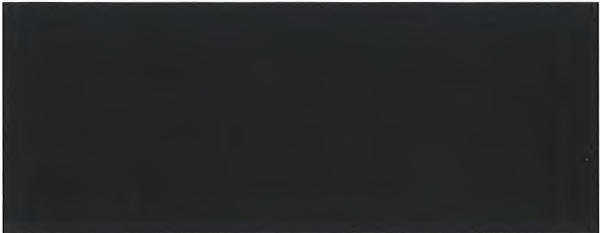
DS
DS



Benjamin Moore - BA7505
- Mountain Mist

Benjamin Moore - BA7502
- Oxford Blue

Benjamin Moore - Caliente
AF-290 (Ranch Red no
longer available)



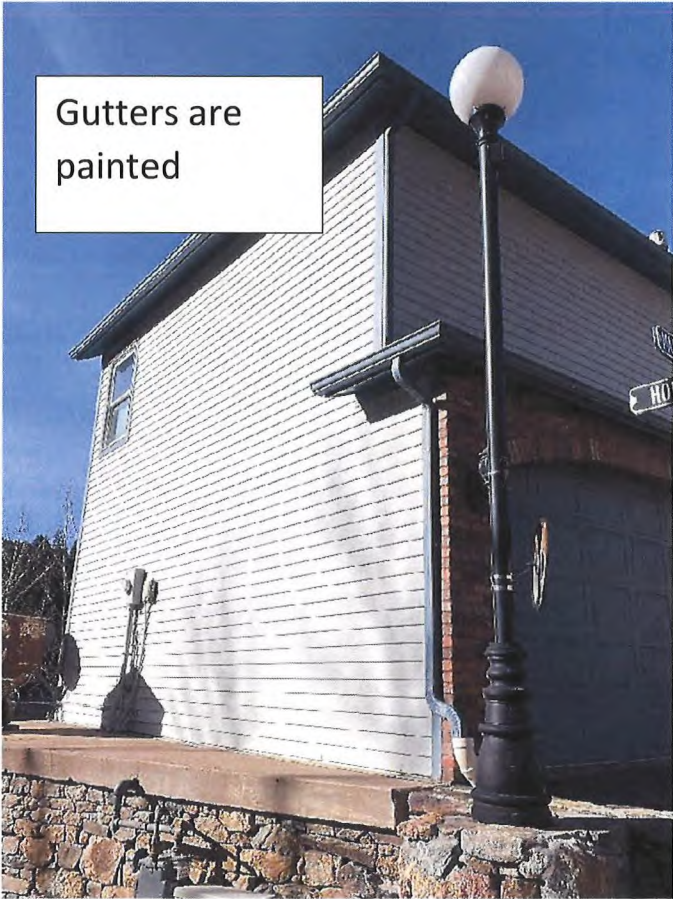
100 Marchant A



Color Change Requested: Eric Miller to work directly with
the H/O

****Homeowner to remove all items near home****
No home repairs needed.

DS
DS



Gutters are painted





Access from 3 sides of the home is very challenging.
Scaffolding needed?



Blue railing to be painted to match trim

Hole in roof of 2nd
story porch roof
needs to be patched.



Black metal railings to be
painted





Black metal railings to be painted



Limited space at back of house for scaffolding



H/O to repair doors –
doors to be painted

PAINT PROPOSAL

MAIN HOUSE



Independent Painting

Mobile: 720-938-5398

PO Box 672

Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 011624
Sheet No. 1
Date 01-16-24
Prepared by: Eric Miller
Work to be Performed at: 100 B Marchant

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of...

Exterior Repaint of 100 B Marchant St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Spot prime as needed on all raw wood using KILZ2 all purpose primer.
3. Caulk as needed on any joints, cracks or gaps in siding, fascia, casing, etc..
4. Set any nails and or secure loose siding/trim as needed.
5. Paint trim complete w/ 2 coats of SW Duration ext. satin:_____ (red) See below for final colors.
6. Paint body complete w/ 2 coats of SW Duration ext. satin:_____ (white)
7. Paint accents complete w/ 2 coats of SW Duration ext. satin:_____ (black)
8. Fencing/Stairwell: sand/grind/wire brush as needed, then spot prime rust inhibiting primer. Finish selected fencing using up to two coats of Sherwin Williams exterior "DTM (Direct to Metal)" semi-gloss black. This includes fence handrail/balusters at front of home running east to west leading to front entry, fence handrail/balusters running east to west at backyard patio and fence handrail/balusters running north to south that separates 100 B and 110 A.
9. Prep and paint small cellar door in rock wall.

* Lower level masonry retaining wall that spans front of home not to be painted.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of \$22460.00

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

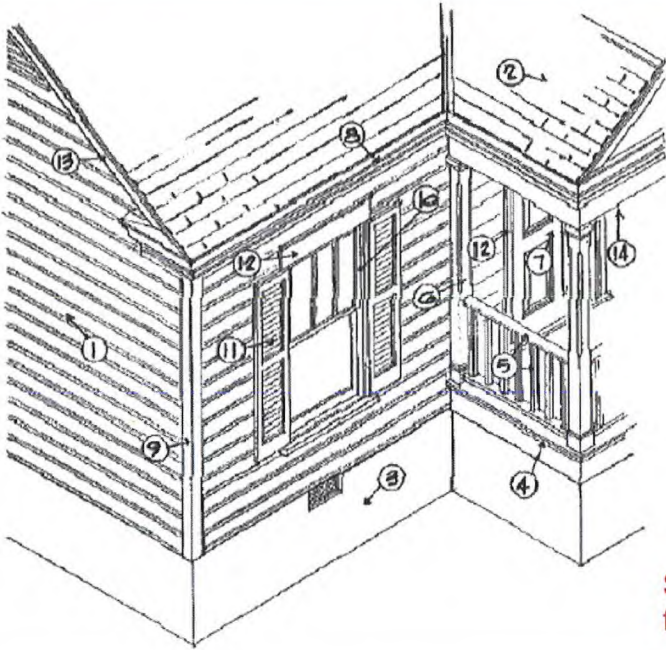
Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

DocuSigned by:
Signature David Spellman
785522893CCA41C...

Date 4/4/2024

CITY OF BLACK HAWK - GENERAL FUND EXTERIOR PAINT SCHEDULE



See below for final colors.

Applicant David D. Spellman		
Address 100 Marchant Main House		
Paint Manufacturer (Please submit color chips with this schedule) Existing Paint is Diamond Vogel		
Color Schedule Match Existing Paint Scheme		
1	Body of House	White
2	Roofing	N/A
3	Foundation	N/A
4	Porch Floor	Clear Sealer
5	Railing	Metal Railing: Black DTM
6	Columns	N/A
7	Entrance Door	Ranch Red (BA-5501)
8	Cornice	Ranch Red (BA-5501) and Gingerbread: Black
9	Corner Boards	Ranch Red (BA-5501)
10	Window Sash	N/A (Aluminum Clad Windows). Entry Alcove: Ranch Red (BA-5501)
11	Shutter	N/A
12	Door & Window Trim	Black. Small Baywindow: Ranch Red (BA-5501)
13	Rake	Ranch Red (BA-5501) and Gingerbread: Black
14	Porch Ceiling	Ranch Red (BA-5501)
15	Other	N/A

DS
DS

Screen Door Frames: Ranch Red (BA-5501)



Benjamin Moore - Caliente
AF-290 (Ranch Red no longer available)

Benjamin Moore - Black -
HC-190



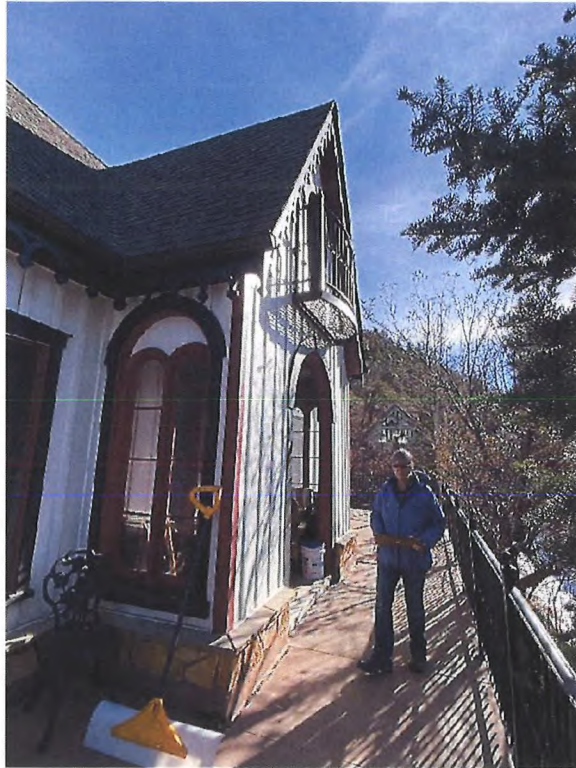
100 Marchant B



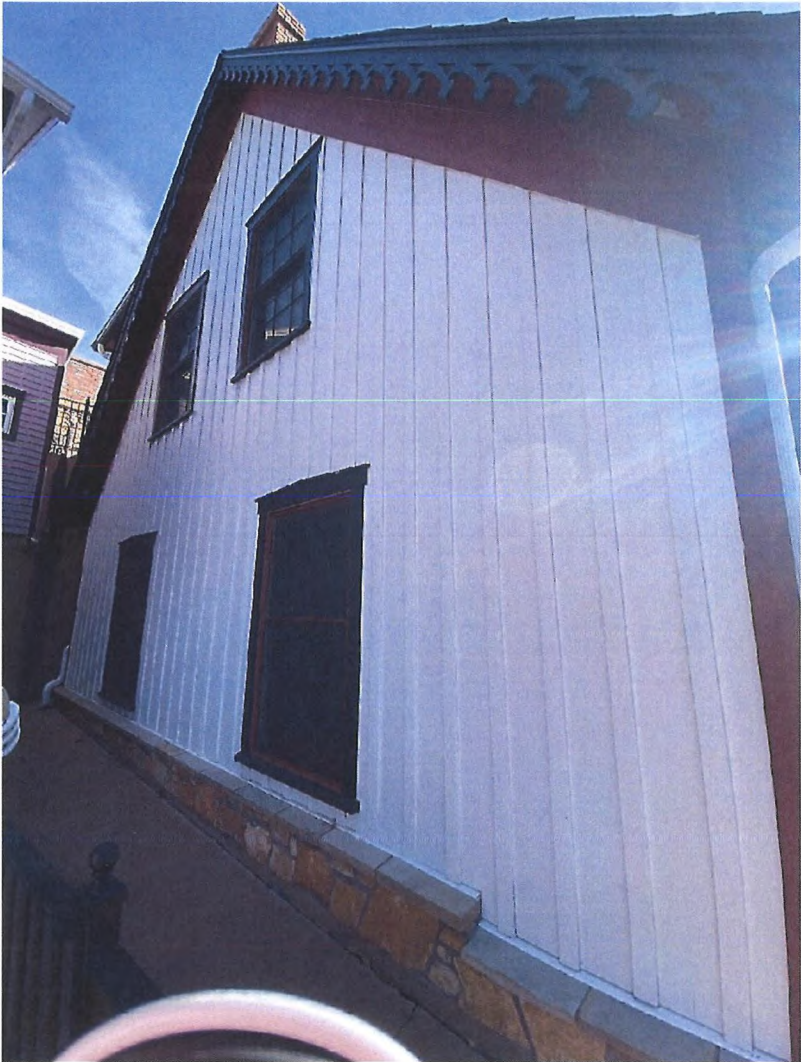
NO Color Change

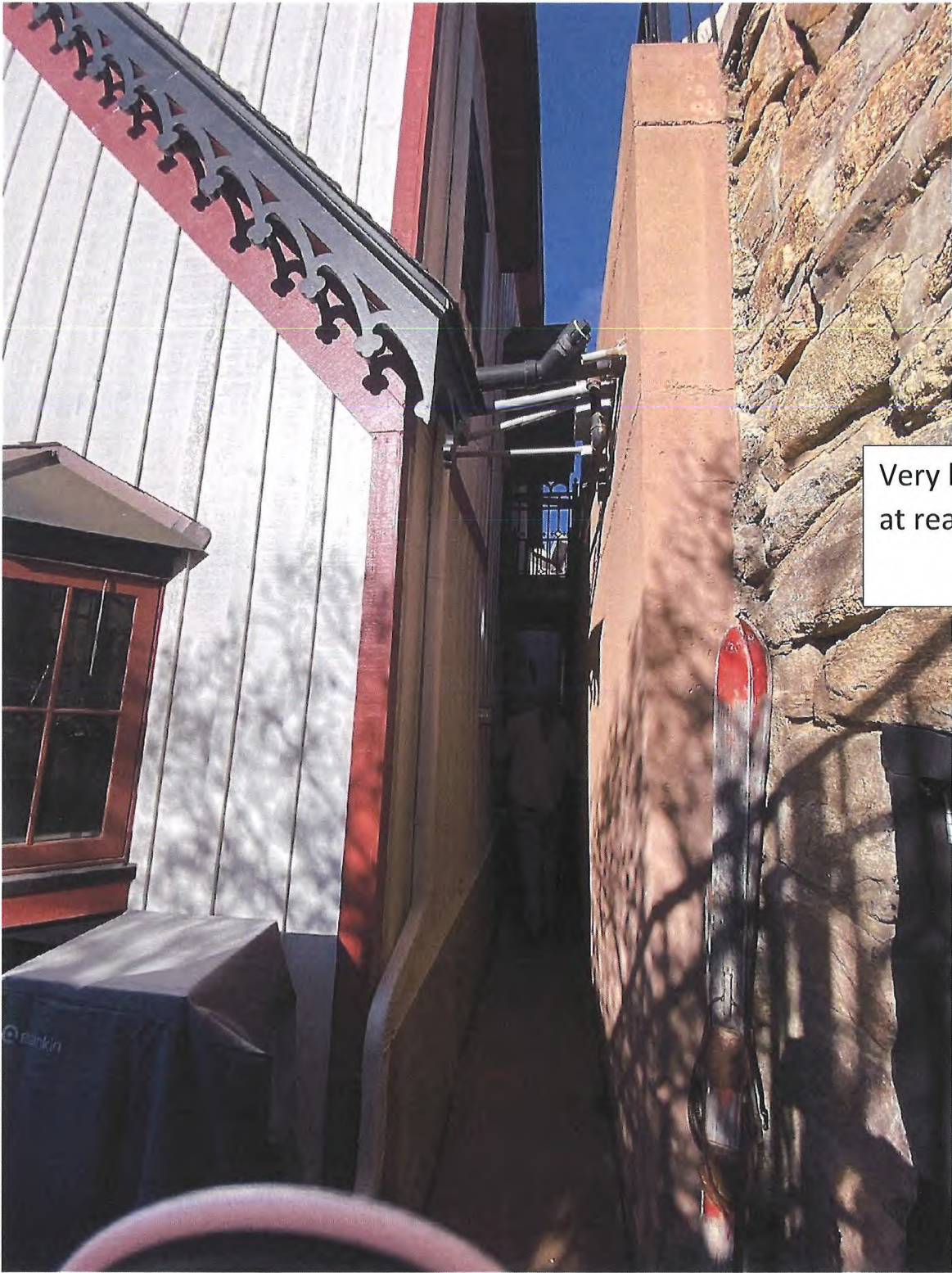
****Homeowner to remove all items near home****

No home repairs needed.



Windows are wood





Very limited access
at rear of home



Small cellar door to be painted, continue to match home



Metal railings in good shape but need to be painted



GRANT PROGRAM AGREEMENT



BLACK HAWK[®]
RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the **10th Day of April, 2024**, (the “*Effective Date*”) by and between the **City of Black Hawk**, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and **David D. Spellman** (the “*Property Owner*”), whose Residential Property address is: **100 Marchant Street, Black Hawk, Colorado 80422**.

RECITALS

- A.** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Residential Exterior Paint Program*”).
- B.** The Property Owner, who is the owner of a structure located at: **100 Marchant Street, Black Hawk, Colorado 80422**, (the “*Residential Property*”) submitted an application under the Exterior Paint Program.

AGREEMENT

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

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **\$30,982.00 Carriage House and \$22,460.00 Main House** (the “Grant”) for the exterior paint of a Residential Property.

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

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

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

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

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

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

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “**Project**”). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
 - 4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
 - 4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City’s Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
 - 4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
 - 4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City’s Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

6. **Termination of the Grant.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 31, 2024** (The "***Termination Date***"), the Property Owner's right to be paid the Grant or any portion thereof shall automatically terminate.

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

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

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

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

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

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

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

If to the City:
City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development

If to the Property Owner:
David D. Spellman
PO Box 1
Black Hawk, CO 80422
Telephone: 303-582-3165
Email: spellman@centurylink.net

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

10. Miscellaneous:

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

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

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

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

DocuSigned by:
By: David Spellman
785522893CCA41C
David D. Spellman

Approved by Resolution 30-2024 on March 13, 2024

GUIDE TO PROGRAMS

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 30-2024

TITLE: A RESOLUTION AMENDING THE RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS

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

Section 1. The City of Black Hawk Residential Exterior Paint Program—Guide to Programs, dated March 2024, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved.

Section 2. The March 2024 Residential Exterior Paint Program—Guide to Programs shall apply to exterior paint projects commencing after the effective date of this Resolution.

RESOLVED AND PASSED this 13th day of March, 2024.


David D. Spellman, Mayor

ATTEST:

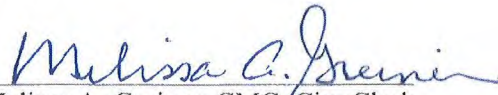

Melissa A. Greiner, CMC, City Clerk



EXHIBIT A

RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS



CITY OF BLACK HAWK

**RESIDENTIAL EXTERIOR PAINT PROGRAM
GUIDE TO PROGRAMS**

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SECTION 1: PROGRAM OVERVIEW

A. PURPOSE

1. The City of Black Hawk established the Residential Exterior Paint Program to preserve the architectural character of residential properties within the Historic Residential District.
2. The Program provides a Property Owner with the resources and financial assistance needed to maintain the exterior paint on its residential buildings.
3. The Program pledges the continuation and enhancement of a functional, sustainable, healthy, and vibrant residential community.

B. DEFINITIONS

1. **Application:** A formal request to participate in the Exterior Residential Paint Program. Applications are accepted and considered on a first-come, first-served basis in the order received.
2. **Board of Aldermen:** An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.
3. **Building Official:** The City official is charged with the responsibility of administering and enforcing the City's building codes.
4. **Building Permit:** A building permit is an official approval to construct a new building or expand or remodel an existing one. Its purpose is to ensure the construction project follows all relevant regulations, including building standards, land use, and environmental protection.
5. **Certificate of Architectural Compatibility:** Land use process to document an exterior improvement to a property, such as a color change.
6. **City of Black Hawk (City):** The authority having jurisdiction over the Residential Exterior Paint Program.
7. **City Council:** The elected Board of Aldermen, plus the Mayor.
8. **Construction Hard Costs:** Costs related to labor, materials, and overhead.
9. **For the Benefit of Process:** The process where a Property Owner endorses grant fund transactions over to the Paint Contractor within three (3) business days of receiving a request from CP&D.

Approved by Resolution 30-2024 on March 13, 2024

- 10. Grant Program Agreement:** The legal agreement that makes specific Exterior Residential Paint Fund proceeds available for exterior painting of residential properties within the City Limits of the City of Black Hawk. The Property Owner agrees to use the funds per the agreed-upon parameters outlined in the document.
- 11. Grant Recipient:** Any person or their authorized agent / designated representative to whom the City of Black Hawk awards a Residential Exterior Residential Paint grant.
- 12. Guide to Programs:** This policy and procedures document outlines the parameters of the Residential Exterior Paint Program.
- 13. Historic Preservation Consultant:** a qualified professional who is an individual licensed or appropriately experienced in the discipline within which a recommendation is needed.
- 14. Municipal Code:** A collection of municipal ordinances and laws enacted and enforced by the City of Black Hawk.
- 15. Outbuildings:** Accessory structures to the original building.
- 16. Paint Contractor:** The contracting company selected to oversee and manage the painting and construction work under the Exterior Residential Paint Program.
- 17. Program:** The Residential Exterior Residential Paint Program is a private project by the Property Owner but reimbursed by the City.
- 18. Property Owner:** Property Owner per recorded City documents or designated representative as provided with written permission via a signed and notarized "Power-of-Attorney" from the Property Owner. The appointed representative can act on behalf of the Property Owner in specified or all legal and financial matters.
- 19. Qualified Properties:** All residential properties are located within the Historic Residential District of the Black Hawk city limits.
- 20. Residential Design Guidelines:** Guidelines developed to help preserve the City's character with exterior improvements to buildings.
- 21. Scope of Work:** This is a guide to help the Paint Contractor and Property Owner understand what the Project covers and does not cover. The document identifies project requirements and the work to be performed during the project and includes details on the timeline.
- 22. Substantial Completion:** The stage in the work's progress when the job, or designated portion thereof, is sufficiently complete per the Scope of Work to close the project.

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

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

SECTION 2: TAX LIABILITY

A. ACKNOWLEDGEMENT

1. Weather permitting, the painting timeframe is May 1 through September 30. Project start dates are staggered and may be accelerated or delayed.
2. Any Property Owner that makes a color change after City Council approval must withdraw from the Program and reapply the following year.
3. The Program is fully funded through the City's General Fund and not from revenues received or otherwise derived from the State Historical Fund.
4. All funding is subject to the annual budget and appropriation of the General fund by the City Council.
5. The Program is considered a **private project** by the Property Owner reimbursed by the City.
6. Funds awarded by the City under approved Grants are considered income under state and federal income tax laws and reported to the taxing authorities in the manner provided by applicable law.
7. As the recipient of a Grant, the Property Owner may be required to pay income or other taxes to state and federal taxing authorities.
8. The City has no responsibility or obligation concerning any tax liability to the Property Owner as a recipient of Grant funds or benefits received under the Program.
9. The City provides a one-time first-round reimbursement of a Property Owner's state and federal income tax liability as the Grant recipient. The second-round tax liability remains the Property Owner's responsibility. The Property Owner should consult their tax advisor about whether the one-time first-round reimbursement is income and increases state and federal income tax liability.

10. The City encumbers dollars in its accounting system to accommodate the one-time first-round tax reimbursement payment. The Property Owner is responsible for completing the required reimbursement paperwork and delivering the paperwork to the Finance Department during the calendar year following receipt of the Grant.
11. If the Property Owner does not submit a reimbursement request for the one-time first-round reimbursement within the time limits set forth, the encumbered funds will no longer be available for the State and Federal one-time tax payment reimbursement, and the City will reallocate the funds in the budget for other purposes.
12. The City does **NOT** reimburse the Property Owner for any additional state and federal income tax liability that might arise from the one-time first-round reimbursement.

SECTION 3: RESIDENTIAL EXTERIOR PAINT PROGRAM

A. LEGAL REQUIREMENTS

1. Eligible properties are located within the Historic Residential District of the Black Hawk city limits. Both historic and non-historic elements qualify under the Program.
2. Each Residential Property is considered to participate in the Program under an initial five (5) year cycle. Once a property has received funding under this cycle, the property reverts to an eight (8) year funding cycle.
3. The Program is not a substitute for routine maintenance or a Property Owner's insurance coverage.
4. Participation in the Program requires, at a minimum, for the Property Owner to complete an application, a grant program agreement setting forth the terms and conditions of participation in the Program, a W-9 form, sign and agree to the painting proposal, and the scope of work, abide by the conditions of the building permit, submit the required reimbursement forms for the check and payment request and the federal and state tax liability for the one-time first-round reimbursement.
5. The Property Owner may be required, as needed, to enter into a power-of-attorney if they cannot be present during the project, a temporary construction easement, a temporary use permit, or a certificate of architectural compatibility for a color change.
6. If a Property Owner owns multiple residential properties, an application must be made for each eligible Property. Properties are placed on the list in the order in which the applications are received on a first-come, first-served basis.

7. If a full site and building Grant under the Historic Restoration and Community Preservation Grant Program is granted within three (3) years of the City approving funding of a Residential Exterior Paint Grant, the Property Owner agrees to reimburse the City in full the total amount funded for hard construction costs before the Grant of the full site and building is approved and financed.
8. Neither a Property Owner nor a relative of the Property Owner can be the paint contractor, subcontractor, or material supplier.
9. A Property Owner shall not disburse cash funds to the Paint Contractor for any work performed.
10. Neither the Property Owner nor the Painting Contractor can receive an advancement of payments. The City pays Grant funds on a "draw" basis.
11. CP&D and the Property Owner inspect all work for Program compliance with the paint proposal and scope of work before submittal of any invoices from the Paint Contractor to CP&D.
12. Payments are made directly to the Property Owner after CP&D receives a detailed itemized invoice and lien waiver from the Paint Contractor. The Property Owner reviews, approves, and acknowledges seeing every invoice by placing a signature or initial on the invoice and signing the request for payment within three (3) business days of receiving the paperwork from CP&D via DocuSign.
13. The Property Owner promptly completes all Grant fund transactions by signing over the check processed by the City to the Paint Contractor as set forth herein regarding FBO (For the Benefit Of) payments within three (3) business days of the check's availability. CP&D has the Property Owner sign the check in person.

B. PROCESS

1. CP&D references the Residential Exterior Paint Program Spreadsheet to identify eligible Property Owners and sends each Property Owner an email to solicit their interest in participating.
2. If the Property Owner is interested in participating, CP&D sends an application via DocuSign. The Property Owner opens the application, signs it, and dates it by a predetermined deadline. Once the Property Owner completes this task, the document automatically returns to CP&D. CP&D accepts applications in the order received on a first-come, first-serve basis.

3. CP&D and the Paint Contractor will schedule a site visit with the Property Owner to create a current conditions report identifying significant repair items, scope of work, and paint colors.
4. A Property Owner requesting a color change discusses color options with their local paint suppliers, such as Sherwin-Williams, Benjamin Moore, or Behr. They may purchase test colors to create a final palette for submission to CP&D.
5. If required, CP&D schedules the Environmental Consultant to complete lead-based paint testing on each Property.
6. CP&D schedules a Zoom or in-person meeting with each Property Owner to review the legal documents: the paint proposal and scope of work, the guide to programs, the grant program agreement, tax liability, power of attorney, W9, temporary construction easements, significant repairs by the Property Owner, paint color finalization, payment process of Paint Contractor invoices that include a check and payment request form from the Property Owner.
7. If the Property Owner commits to the Program, CP&D sends the paint proposal and scope of work, guide to programs, and grant program agreement for their signature via DocuSign. Because a power of attorney, if required, and W9 require an original signature, the Property Owner signs this paperwork at CP&D. The Property Owner obtains a no-cost building permit if required by CP&D and completes the significant repairs identified in the Paint Proposal and scope of work by April 1. If needed, CP&D works with neighboring property owners to obtain temporary construction easement agreements, the Historic Preservation Consultant and Baseline Engineering for all color changes requiring an administratively approved certificate of architectural compatibility, and the Environmental Consultant for any required lead-based paint testing.
8. If colors change, the Property Owner provides the colors selected, and CP&D initiates an administratively approved certificate of architectural compatibility with the Historic Preservation Consultant. If the color change includes more than three (3) colors, the City Council reviews and approves the certificate for architectural compatibility.
9. CP&D finalizes the proposals with the Paint Contractor. If applicable, the Paint Contractor identifies his subcontractors. All subcontractor work requires a lien waiver with each pay application.
10. CP&D requests a resolution from the City Attorney, prepares the request for council action, and submits all information to the City Clerk for inclusion in the City Council packet for its first meeting in April.

11. The City Council reviews each application, guide to programs, grant program agreement, associated temporary construction easements, power of attorney, and the paint proposal and scope of work in the order received by CP&D. Each Application is approved, conditionally approved, or denied.
12. CP&D prepares a \$10.00 payment request and submits it to the Finance Department for each Grantor granting a Temporary Construction Easement to the City.
13. CP&D issues the notice to proceed to the paint contractor via email.
14. CP&D notifies the Property Owners by email if their Project is approved, conditionally approved, or denied by the City Council.
15. CP&D issues individual building permits to track each grant project. The Paint Contractor must complete the projects within two (2) months of the permit issue date. CP&D will inform the Property Owner if a no-cost building permit for significant repairs is required.
16. CP&D notifies each Property Owner to reconfirm the target start date. The Paint Contractor confirms with each Property Owner before mobilization.
17. The Property Owner or their power of attorney must be available during the Project and flexible with the proposed timeframe. The schedule is subject to change due to weather and project progress.
18. The Paint Contractor provides individual project drawdowns at least two (2) weeks before the estimated project start date to CP&D. CP&D obtains written approval from the Property Owner within (3) three business days of the Paint Contractor providing the samples.
19. The Paint Contractor uses high-quality products approved by the City.
20. The Paint Contractor follows all lead-based paint encapsulation standards to cover surfaces containing lead-based paint.
21. The Paint Contractor selects a sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed, and stands up to abrasion. Flat paint is not acceptable.
22. The Paint Contractor coats surfaces to include exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, vertical concrete, and select outbuildings approved by the City.

23. The Paint Contractor is accountable for and assumes all responsibility when painting in adverse conditions. The Paint Contractor schedules work when weather conditions are per the manufacturer's specifications and ensures the siding is dry from dew and frost before applying paint. Work ceases in time to allow the paint to dry before dew and frost form.
24. The Contractor gently washes structure exteriors to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence.
25. The Paint Contractor masks all areas requiring protection from overspray and takes into consideration any wind. During the Project, the Paint Contractor is responsible for material damaged by paint on surfaces such as brick, concrete, roofing, vehicles, landscaping, etc.
26. The Paint Contractor performs incidental repairs, scrapes, and sands all failing paint from the substrate, including peeling and bubbling areas. Patches and caulk all joints in exterior trim, including areas where wood joins siding, all other cracks, imperfections, windows, and small holes.
27. The Paint Contractor conceals all wood siding nail holes and resets any nails separating from the siding.
28. The Paint contractor preps and primes all exposed wood surfaces. The primer coat differs in color and applies at least one (1) coat primer.
29. The Paint Contractor, at a minimum, applies at least two (2) coats of the base coat paint per the manufacturer's recommendation and thickness.
30. If transitioning from a stain to paint, at a minimum, the Paint Contractor, at a minimum, applies per the manufacturer's recommendation with a minimum thickness of one (1) coat of primer and (2) coats of paint.
31. The Paint Contractor back-rolls all sprayed surfaces.
32. The Paint Contractor ensures, at a minimum, all stains are two (2) coats with a clear natural satin finish per the manufacturer's recommendation and thickness.
33. The Paint Contractor paints all doors and windows' top and bottom edges.
34. The Paint Contractor paints the bottom edges of all siding, corner stiles, shutters, and bay windows. Remove shutters before painting and reinstall.

35. The Paint Contractor paints all roof vents and flashing black or another specified color or leaves them raw per the Property Owner's preference. Mechanical vents located within the siding match the siding color.
36. The Paint Contractor excludes painting metal roofs.
37. The Paint Contractor ensures the job is free of runs, sags, cracking, and skips, with edges cut neatly.
38. The Property Owner inspects work from start to finish, immediately identifies issues, and shares this information with CP&D and the Paint Contractor.
39. The Property Owner provides the Paint Contractor access to the entire site and work area.
40. The Property Owner removes all items on and away from the structure, outbuildings, fences, decks, and porches.
41. The Property Owner keeps all pets out of the Paint Contractor's work area and removes all pet waste daily for the project's duration. The Paint Contractor is not permitted to bring animals on the site.
42. The Paint Contractor is responsible for trash removal, provides refuse collection containers, and keeps the site clean and debris-free, including cigarette butts, daily.
43. CP&D must review and approve all change orders from the approved paint proposal and scope of work before implementation. CP&D amends the grant program agreement to reflect the additional taxable income to the Property Owner. The amendment is approved, conditionally approved, or denied by the City Council.
44. The Property Owner, Paint Contractor, and CP&D attend onsite progress meetings as needed during the project's duration.
45. CP&D schedules a final inspection upon painting completion with the Property Owner and Paint Contractor to close the Project.
46. The Paint Contractor cleans the site upon substantial completion of work. All paint chips are captured and disposed of, areas are de-masked, and exterior windows are operable and paint-free.
47. The Paint Contractor leaves the Property Owner up to one (1) quart of each paint color, varnish, and stain for a touch-up and any warranty work. The Paint Contractor supplies the paint cans and marks each can, identifying the product. The Property Owner stores the products in a climate-controlled area.

Approved by Resolution 30-2024 on March 13, 2024

48. The Paint Contractor provides a one (1) year limited warranty from the date of substantial completion, covering all manufacturer's defects in the products and 100% of the workmanship, including cracking, peeling, fading, or chipping. Items not covered in the limited warranty include:
- a. Acts of God that include such items as damage from fire or weather such as tornado, flooding, hail, or hurricane-force winds;
 - b. Repairs or damage caused by the Property Owner or Tenant after the job is complete;
 - c. Existing structural damage, layers of old and peeling paint, or other problems with the house that may cause a paint job to fail;
 - d. Product failure due to misuse or lack of proper maintenance by the Property Owner or Tenant;
 - e. The Property Owner or Tenant making significant product alterations affecting its performance.
49. The City releases a deposit at the start of the Project and the final payment after the substantial completion inspection and project closeout with the Property Owner. Subcontract work requires a lien waiver.
50. CP&D receives the Paint Contractor invoice, and the Property Owner signs the invoice and check and payment request form via DocuSign within three (3) business days of CP&D notification.
51. CP&D submits the check request form and invoice to the Finance Department for payment.
52. The Property Owner endorses the check, in person, for the benefit of the Paint Contractor within three (3) business days of CP&D notification.
53. CP&D sends the endorsed check to the Paint Contractor.
54. The Property Owner completes the substantial completion acknowledgment form.
55. CP&D closes the building permit, tracks, and schedules a 1-year limited warranty walk with the Paint Contractor and Property Owner.
56. The Finance Department sends the Property Owner a 1099G by January 31 of the following year.
57. CP&D sends the Property Owner the Federal and State tax liability reimbursement forms by January 31 of the following year.
58. The Property Owner completes the federal and state tax liability reimbursement forms and returns them to the Finance Department for the one-time first-round reimbursement.

PROPERTY OWNER ACKNOWLEDGEMENT

I, David D. Spellman the Property Owner of the residential property addressed as
100 Marchant Street, Black Hawk, Colorado 80422

Black Hawk, Colorado, 80422, fully understand and agree to be bound by the terms and conditions of the Residential Exterior Paint Program documents set forth below:

1. Apply to participate in the Residential Exterior Paint Program;
2. Read and comply with the Residential Exterior Paint Program Guide to Programs;
3. Acknowledge the federal and state tax liability reimbursement process;
4. Meet with CP&D and the Paint Contractor to create a scope of work, finalize paint colors, and identify any substantial repairs;
5. Agree to be an active participant in the Project from start to finish or assign a power-of-attorney because I am physically unable to be in Black Hawk for the entire project;
6. Apply for a no-cost building permit for significant repairs if required by CP&D;
7. Acknowledge invoices, complete and submit the check and payment reimbursement forms within three (3) business days of invoice receipt;
8. Submit a completed W-9 form.

DocuSigned by:
By: David Spellman
785522893CCA41C...
Property Owner

Date: 4/4/2024

Approved by Resolution 30-2024 on March 13, 2024

EXHIBIT I

**RESIDENTIAL EXTERIOR PAINT PROGRAM
PROGRAM AGREEMENT**

Approved by Resolution 30-2024 on March 13, 2024



BLACK HAWK[®]

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the _____ day of _____, 2024, (the “*Effective Date*”) by and between the **CITY OF BLACK HAWK**, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and

(the “*Property Owner*”), whose Residential Property address is:
_____.

RECITALS

- A.** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Residential Exterior Paint Program*”).
- B.** The Property Owner, who is the owner of a structure located at: _____, **Black Hawk, Colorado 80422**, (the “*Residential Property*”) submitted an application under the Exterior Paint Program.

Approved by Resolution 30-2024 on March 13, 2024

AGREEMENT

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

1. Exterior Paint Grant.

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

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

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

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

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

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

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

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the "***Project***"). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
 - 4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
 - 4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City's Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
 - 4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
 - 4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City's Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

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

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

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

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

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

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

8. **Non-Transferable.** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.
9. **Notices.** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:

City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development

If to the Property Owner:

(Insert Name, Physical Address, Mailing
Address, and Email Address)

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

10. Miscellaneous:

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

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

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

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

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

Approved by Resolution 30-2024 on March 13, 2024

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

Approved by Resolution 30-2024 on March 13, 2024

PROPERTY OWNER

By: _____
Property Owner

Approved by Resolution 30-2024 on March 13, 2024

EXHIBIT II

**RESIDENTIAL EXTERIOR PAINT PROGRAM
FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT – FORMS**

Approved by Resolution 30-2024 on March 13, 2024

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

RESIDENTIAL EXTERIOR PAINT PROGRAM GRANT YEAR 2024

CHECK AND PAYMENT REQUEST FORM

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Property Street Address: _____

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

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: \$ _____

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

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

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

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

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

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

Owner's Signature: _____
Signature

Date

Approved by Resolution 30-2024 on March 13, 2024

**INCOME TAX LIABILITY REIMBURSEMENT
TAX YEAR 2024**

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

Dear Sir or Madam:

I have completed my **Federal and State Tax Returns for Tax Year 2024**, and I am requesting the City of Black Hawk issue a check to cover my total **Federal Income Tax Liability** for receipt of the exterior residential property painting grant for my property located at _____ in the amount of \$ _____.

I certify that for the **Federal Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____ and my tax liability would have been \$ _____ without reporting the grant.

AND

I certify that I will **NOT** submit an application for the Colorado Historical Preservation Income Tax Credit. I certify that for the **State Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____. My tax liability would have been \$ _____ without reporting the grant.

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

Sincerely,

Owner's Signature

Date

Approved by Resolution 30-2024 on March 13, 2024

110 MARCHANT STREET

HOUSE - \$18,550.00

GARAGE - \$15,360.00

PAINT PROPOSAL HOUSE



Independent Painting

Mobile: 720-938-5398

PO Box 672

Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 011724
Sheet No. 1
Date 01-17-24
Prepared by: Eric Miller
Work to be Performed at: 110 A Marchant

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of...

Exterior Repaint of 110 A Marchant St: "house"

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Spot prime as needed on all raw wood using KILZ2 all purpose primer.
3. Caulk as needed on any joints, cracks or gaps in siding, fascia, casing, etc..
4. Set any nails and or secure loose siding/trim as needed.
5. Paint trim complete w/ 2 coats of SW Duration ext. satin: Eggplant BM 1379 This include the post and beams on stairwell/landing leading from Marchant to home entry and lower deck walkway leading to lower garage.
6. Paint body complete w/ 2 coats of SW Duration ext. satin: Light French Gray SW0055
7. Paint accents complete w/ 2 coats of SW Duration ext. satin: _____ (white) This includes front/rear entry doors and handrail/balusters on stairwell/landing leading from Marchant to home entry and lower deck walkway leading to lower garage.

*metal railing on second floor deck at rear of home is not to be painted.

All material is guaranteed to be as specified, and the above work to be preformed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of \$18550.00

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

Acceptance of Proposal

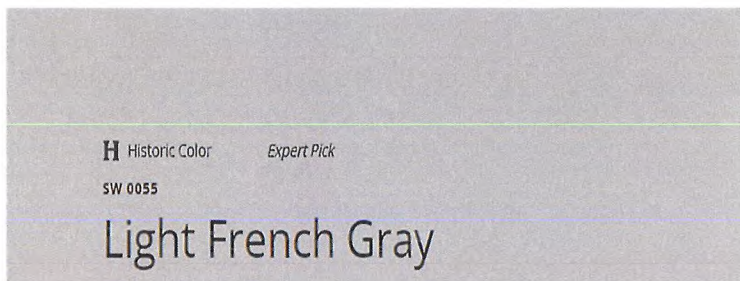
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

DocuSigned by:
Signature David Spellman
785522893CCA4TC...

Date 4/4/2024

110 A MARCHANT STREET – HOUSE – CONFIRMED FINAL COLOR

Body Paint - Sherwin-Williams: SW0055



Trim Paint - Benjamin-Moore: BM 1379 – Eggplant

Includes the post and beams on stairwell/landing leading from Marchant to home entry and lower deck walkway leading to lower garage.



Accents Paint – White

Includes front/rear entry doors and handrail/balusters on stairwell/landing form Marchant to home entry and lower deck walkway leading to lower garage.

110 Marchant – House



Color Change Requested: Eric Miller to work directly with the H/O

****Homeowner to remove all items near home****

No home repairs needed.





Black railing
not to be
painted but
porch around
attachment
to railing will
be painted



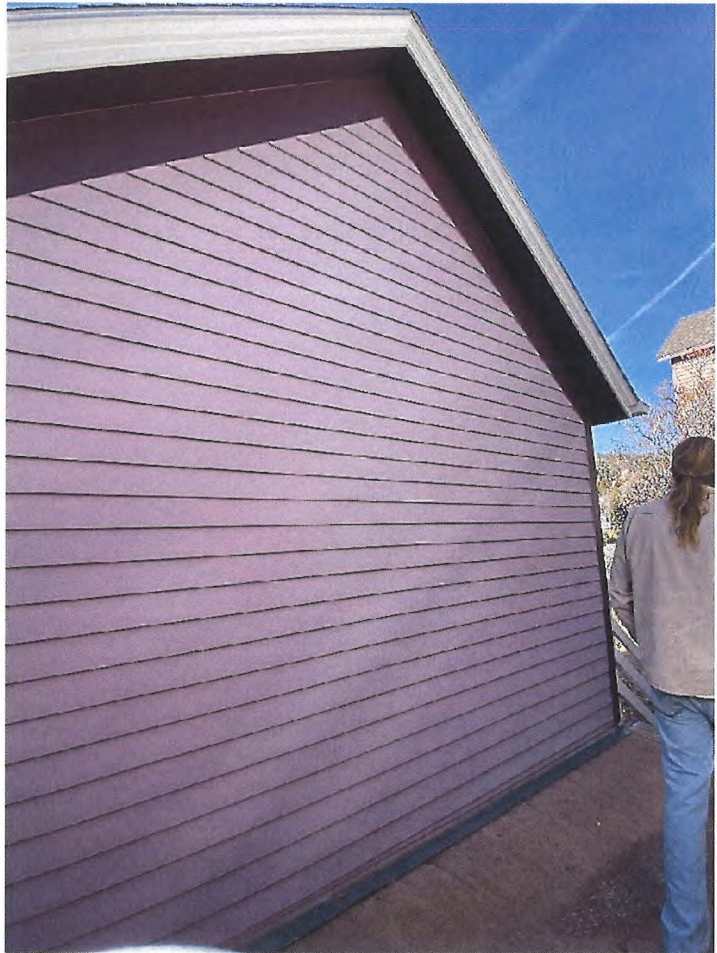
Can this be
removed?
Will it be
painted.



Windows are wood



Gutters are
not painted





Independent Painting

Mobile: 720-938-5398

PO Box 672

Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 011824
Sheet No. 1
Date 01-18-24
Prepared by: Eric Miller
Work to be Performed at: 110 B Marchant

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of...

Exterior Repaint of "garage" @ 110 B Marchant St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Spot prime as needed on all raw wood using KILZ2 all purpose primer.
3. Caulk as needed on any joints, cracks or gaps in siding, fascia, casing, etc..
4. Set any nails and or secure loose siding/trim as needed.
5. Paint trim complete w/ 2 coats of SW Duration ext. satin: Eggplant BM 1379
6. Paint body complete w/ 2 coats of SW Duration ext. satin: Light French Gray SW0055
7. Paint accents complete w/ 2 coats of SW Duration ext. satin: white
8. Prime concrete foundation w/ 2 coats of SW Loxon masonry primer.
9. Paint concrete foundation w/ 2 coats of SW Loxon masonry finish paint. SW Loxon or similar product approved by Property Owner and Independent Painting

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of \$15360.00

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

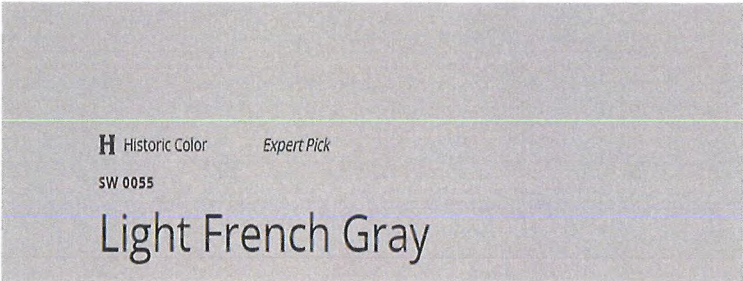
DocuSigned by:
David Spellman
Signature _____
786522893GCA41G...

Date 4/4/2024

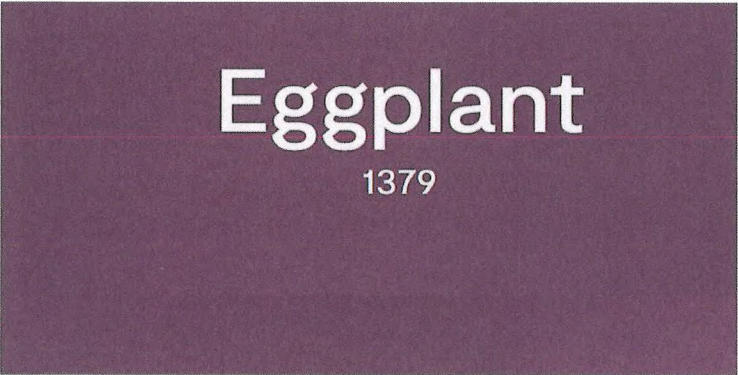
PAINT PROPOSAL GARAGE

110 B MARCHANT STREET – GARAGE – CONFIRMED FINAL COLOR

Body Paint - Sherwin-Williams: SW0055



Trim Paint - Benjamin-Moore: BM 1379 – Eggplant



Accents Paint – White

110 Marchant – Detached Garage



Color Change: ?

****Homeowner to remove all items near structure****

Some cracks in the siding, can it be caulked?





Bottom of porch roof is raw



Cracks in siding – can they be caulked?





Access on 2 sides
is extremely
difficult



Homeowner would like the cement painted a complimentary color. See example of painted column in next picture.





Flashing
painted



Railing to be
painted



Staircase railing to be painted – decking to be stained.



GRANT PROGRAM AGREEMENT



BLACK HAWK

®

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the **10th Day of April, 2024**, (the “*Effective Date*”) by and between the **City of Black Hawk**, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and **David D. Spellman** (the “*Property Owner*”), whose Residential Property address is: **110 Marchant Street, Black Hawk, Colorado 80422**.

RECITALS

- A.** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Residential Exterior Paint Program*”).
- B.** The Property Owner, who is the owner of a structure located at: **110 Marchant Street, Black Hawk, Colorado 80422**, (the “*Residential Property*”) submitted an application under the Exterior Paint Program.

AGREEMENT

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

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **\$18,550.00 House and \$15,360.00 Garage** (the “*Grant*”) for the exterior paint of a Residential Property.

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

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

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

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

2.3 No Liability. The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Exterior Paint Program, whether or not the Property Owner is actually paid any funds from the Grant.

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “**Project**”). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
- 4.1 Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
- 4.2 Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City’s Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
- 4.3 Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
- 4.4 Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City’s Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

6. **Termination of the Grant.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 31, 2024** (The “***Termination Date***”), the Property Owner’s right to be paid the Grant or any portion thereof shall automatically terminate.

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

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

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

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

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

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

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

If to the City:

**City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development**

If to the Property Owner:

**David D. Spellman
PO Box 1
Black Hawk, CO 80422
Telephone: 303-582-3165
Email: spellman@centurylink.net**

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

10. Miscellaneous:

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

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

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

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

DocuSigned by:
By: David Spellman
785522893CCA41C...
David D. Spellman

Approved by Resolution 30-2024 on March 13, 2024

GUIDE TO PROGRAMS

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 30-2024

TITLE: A RESOLUTION AMENDING THE RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS

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

Section 1. The City of Black Hawk Residential Exterior Paint Program—Guide to Programs, dated March 2024, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved.

Section 2. The March 2024 Residential Exterior Paint Program—Guide to Programs shall apply to exterior paint projects commencing after the effective date of this Resolution.

RESOLVED AND PASSED this 13th day of March, 2024.


David D. Spellman, Mayor

ATTEST:

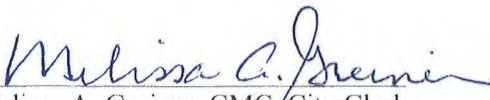

Melissa A. Greiner, CMC, City Clerk



EXHIBIT A

RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS



CITY OF BLACK HAWK

**RESIDENTIAL EXTERIOR PAINT PROGRAM
GUIDE TO PROGRAMS**

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SECTION 1: PROGRAM OVERVIEW

A. PURPOSE

1. The City of Black Hawk established the Residential Exterior Paint Program to preserve the architectural character of residential properties within the Historic Residential District.
2. The Program provides a Property Owner with the resources and financial assistance needed to maintain the exterior paint on its residential buildings.
3. The Program pledges the continuation and enhancement of a functional, sustainable, healthy, and vibrant residential community.

B. DEFINITIONS

1. **Application:** A formal request to participate in the Exterior Residential Paint Program. Applications are accepted and considered on a first-come, first-served basis in the order received.
2. **Board of Aldermen:** An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.
3. **Building Official:** The City official is charged with the responsibility of administering and enforcing the City's building codes.
4. **Building Permit:** A building permit is an official approval to construct a new building or expand or remodel an existing one. Its purpose is to ensure the construction project follows all relevant regulations, including building standards, land use, and environmental protection.
5. **Certificate of Architectural Compatibility:** Land use process to document an exterior improvement to a property, such as a color change.
6. **City of Black Hawk (City):** The authority having jurisdiction over the Residential Exterior Paint Program.
7. **City Council:** The elected Board of Aldermen, plus the Mayor.
8. **Construction Hard Costs:** Costs related to labor, materials, and overhead.
9. **For the Benefit of Process:** The process where a Property Owner endorses grant fund transactions over to the Paint Contractor within three (3) business days of receiving a request from CP&D.

Approved by Resolution 30-2024 on March 13, 2024

- 10. Grant Program Agreement:** The legal agreement that makes specific Exterior Residential Paint Fund proceeds available for exterior painting of residential properties within the City Limits of the City of Black Hawk. The Property Owner agrees to use the funds per the agreed-upon parameters outlined in the document.
- 11. Grant Recipient:** Any person or their authorized agent / designated representative to whom the City of Black Hawk awards a Residential Exterior Residential Paint grant.
- 12. Guide to Programs:** This policy and procedures document outlines the parameters of the Residential Exterior Paint Program.
- 13. Historic Preservation Consultant:** a qualified professional who is an individual licensed or appropriately experienced in the discipline within which a recommendation is needed.
- 14. Municipal Code:** A collection of municipal ordinances and laws enacted and enforced by the City of Black Hawk.
- 15. Outbuildings:** Accessory structures to the original building.
- 16. Paint Contractor:** The contracting company selected to oversee and manage the painting and construction work under the Exterior Residential Paint Program.
- 17. Program:** The Residential Exterior Residential Paint Program is a private project by the Property Owner but reimbursed by the City.
- 18. Property Owner:** Property Owner per recorded City documents or designated representative as provided with written permission via a signed and notarized "Power-of-Attorney" from the Property Owner. The appointed representative can act on behalf of the Property Owner in specified or all legal and financial matters.
- 19. Qualified Properties:** All residential properties are located within the Historic Residential District of the Black Hawk city limits.
- 20. Residential Design Guidelines:** Guidelines developed to help preserve the City's character with exterior improvements to buildings.
- 21. Scope of Work:** This is a guide to help the Paint Contractor and Property Owner understand what the Project covers and does not cover. The document identifies project requirements and the work to be performed during the project and includes details on the timeline.
- 22. Substantial Completion:** The stage in the work's progress when the job, or designated portion thereof, is sufficiently complete per the Scope of Work to close the project.

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

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

SECTION 2: TAX LIABILITY

A. ACKNOWLEDGEMENT

1. Weather permitting, the painting timeframe is May 1 through September 30. Project start dates are staggered and may be accelerated or delayed.
2. Any Property Owner that makes a color change after City Council approval must withdraw from the Program and reapply the following year.
3. The Program is fully funded through the City's General Fund and not from revenues received or otherwise derived from the State Historical Fund.
4. All funding is subject to the annual budget and appropriation of the General fund by the City Council.
5. The Program is considered a **private project** by the Property Owner reimbursed by the City.
6. Funds awarded by the City under approved Grants are considered income under state and federal income tax laws and reported to the taxing authorities in the manner provided by applicable law.
7. As the recipient of a Grant, the Property Owner may be required to pay income or other taxes to state and federal taxing authorities.
8. The City has no responsibility or obligation concerning any tax liability to the Property Owner as a recipient of Grant funds or benefits received under the Program.
9. The City provides a one-time first-round reimbursement of a Property Owner's state and federal income tax liability as the Grant recipient. The second-round tax liability remains the Property Owner's responsibility. The Property Owner should consult their tax advisor about whether the one-time first-round reimbursement is income and increases state and federal income tax liability.

10. The City encumbers dollars in its accounting system to accommodate the one-time first-round tax reimbursement payment. The Property Owner is responsible for completing the required reimbursement paperwork and delivering the paperwork to the Finance Department during the calendar year following receipt of the Grant.
11. If the Property Owner does not submit a reimbursement request for the one-time first-round reimbursement within the time limits set forth, the encumbered funds will no longer be available for the State and Federal one-time tax payment reimbursement, and the City will reallocate the funds in the budget for other purposes.
12. The City does **NOT** reimburse the Property Owner for any additional state and federal income tax liability that might arise from the one-time first-round reimbursement.

SECTION 3: RESIDENTIAL EXTERIOR PAINT PROGRAM

A. LEGAL REQUIREMENTS

1. Eligible properties are located within the Historic Residential District of the Black Hawk city limits. Both historic and non-historic elements qualify under the Program.
2. Each Residential Property is considered to participate in the Program under an initial five (5) year cycle. Once a property has received funding under this cycle, the property reverts to an eight (8) year funding cycle.
3. The Program is not a substitute for routine maintenance or a Property Owner's insurance coverage.
4. Participation in the Program requires, at a minimum, for the Property Owner to complete an application, a grant program agreement setting forth the terms and conditions of participation in the Program, a W-9 form, sign and agree to the painting proposal, and the scope of work, abide by the conditions of the building permit, submit the required reimbursement forms for the check and payment request and the federal and state tax liability for the one-time first-round reimbursement.
5. The Property Owner may be required, as needed, to enter into a power-of-attorney if they cannot be present during the project, a temporary construction easement, a temporary use permit, or a certificate of architectural compatibility for a color change.
6. If a Property Owner owns multiple residential properties, an application must be made for each eligible Property. Properties are placed on the list in the order in which the applications are received on a first-come, first-served basis.

7. If a full site and building Grant under the Historic Restoration and Community Preservation Grant Program is granted within three (3) years of the City approving funding of a Residential Exterior Paint Grant, the Property Owner agrees to reimburse the City in full the total amount funded for hard construction costs before the Grant of the full site and building is approved and financed.
8. Neither a Property Owner nor a relative of the Property Owner can be the paint contractor, subcontractor, or material supplier.
9. A Property Owner shall not disburse cash funds to the Paint Contractor for any work performed.
10. Neither the Property Owner nor the Painting Contractor can receive an advancement of payments. The City pays Grant funds on a "draw" basis.
11. CP&D and the Property Owner inspect all work for Program compliance with the paint proposal and scope of work before submittal of any invoices from the Paint Contractor to CP&D.
12. Payments are made directly to the Property Owner after CP&D receives a detailed itemized invoice and lien waiver from the Paint Contractor. The Property Owner reviews, approves, and acknowledges seeing every invoice by placing a signature or initial on the invoice and signing the request for payment within three (3) business days of receiving the paperwork from CP&D via DocuSign.
13. The Property Owner promptly completes all Grant fund transactions by signing over the check processed by the City to the Paint Contractor as set forth herein regarding FBO (For the Benefit Of) payments within three (3) business days of the check's availability. CP&D has the Property Owner sign the check in person.

B. PROCESS

1. CP&D references the Residential Exterior Paint Program Spreadsheet to identify eligible Property Owners and sends each Property Owner an email to solicit their interest in participating.
2. If the Property Owner is interested in participating, CP&D sends an application via DocuSign. The Property Owner opens the application, signs it, and dates it by a predetermined deadline. Once the Property Owner completes this task, the document automatically returns to CP&D. CP&D accepts applications in the order received on a first-come, first-serve basis.

3. CP&D and the Paint Contractor will schedule a site visit with the Property Owner to create a current conditions report identifying significant repair items, scope of work, and paint colors.
4. A Property Owner requesting a color change discusses color options with their local paint suppliers, such as Sherwin-Williams, Benjamin Moore, or Behr. They may purchase test colors to create a final palette for submission to CP&D.
5. If required, CP&D schedules the Environmental Consultant to complete lead-based paint testing on each Property.
6. CP&D schedules a Zoom or in-person meeting with each Property Owner to review the legal documents: the paint proposal and scope of work, the guide to programs, the grant program agreement, tax liability, power of attorney, W9, temporary construction easements, significant repairs by the Property Owner, paint color finalization, payment process of Paint Contractor invoices that include a check and payment request form from the Property Owner.
7. If the Property Owner commits to the Program, CP&D sends the paint proposal and scope of work, guide to programs, and grant program agreement for their signature via DocuSign. Because a power of attorney, if required, and W9 require an original signature, the Property Owner signs this paperwork at CP&D. The Property Owner obtains a no-cost building permit if required by CP&D and completes the significant repairs identified in the Paint Proposal and scope of work by April 1. If needed, CP&D works with neighboring property owners to obtain temporary construction easement agreements, the Historic Preservation Consultant and Baseline Engineering for all color changes requiring an administratively approved certificate of architectural compatibility, and the Environmental Consultant for any required lead-based paint testing.
8. If colors change, the Property Owner provides the colors selected, and CP&D initiates an administratively approved certificate of architectural compatibility with the Historic Preservation Consultant. If the color change includes more than three (3) colors, the City Council reviews and approves the certificate for architectural compatibility.
9. CP&D finalizes the proposals with the Paint Contractor. If applicable, the Paint Contractor identifies his subcontractors. All subcontractor work requires a lien waiver with each pay application.
10. CP&D requests a resolution from the City Attorney, prepares the request for council action, and submits all information to the City Clerk for inclusion in the City Council packet for its first meeting in April.

11. The City Council reviews each application, guide to programs, grant program agreement, associated temporary construction easements, power of attorney, and the paint proposal and scope of work in the order received by CP&D. Each Application is approved, conditionally approved, or denied.
12. CP&D prepares a \$10.00 payment request and submits it to the Finance Department for each Grantor granting a Temporary Construction Easement to the City.
13. CP&D issues the notice to proceed to the paint contractor via email.
14. CP&D notifies the Property Owners by email if their Project is approved, conditionally approved, or denied by the City Council.
15. CP&D issues individual building permits to track each grant project. The Paint Contractor must complete the projects within two (2) months of the permit issue date. CP&D will inform the Property Owner if a no-cost building permit for significant repairs is required.
16. CP&D notifies each Property Owner to reconfirm the target start date. The Paint Contractor confirms with each Property Owner before mobilization.
17. The Property Owner or their power of attorney must be available during the Project and flexible with the proposed timeframe. The schedule is subject to change due to weather and project progress.
18. The Paint Contractor provides individual project drawdowns at least two (2) weeks before the estimated project start date to CP&D. CP&D obtains written approval from the Property Owner within (3) three business days of the Paint Contractor providing the samples.
19. The Paint Contractor uses high-quality products approved by the City.
20. The Paint Contractor follows all lead-based paint encapsulation standards to cover surfaces containing lead-based paint.
21. The Paint Contractor selects a sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed, and stands up to abrasion. Flat paint is not acceptable.
22. The Paint Contractor coats surfaces to include exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, vertical concrete, and select outbuildings approved by the City.

23. The Paint Contractor is accountable for and assumes all responsibility when painting in adverse conditions. The Paint Contractor schedules work when weather conditions are per the manufacturer's specifications and ensures the siding is dry from dew and frost before applying paint. Work ceases in time to allow the paint to dry before dew and frost form.
24. The Contractor gently washes structure exteriors to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence.
25. The Paint Contractor masks all areas requiring protection from overspray and takes into consideration any wind. During the Project, the Paint Contractor is responsible for material damaged by paint on surfaces such as brick, concrete, roofing, vehicles, landscaping, etc.
26. The Paint Contractor performs incidental repairs, scrapes, and sands all failing paint from the substrate, including peeling and bubbling areas. Patches and caulk all joints in exterior trim, including areas where wood joins siding, all other cracks, imperfections, windows, and small holes.
27. The Paint Contractor conceals all wood siding nail holes and resets any nails separating from the siding.
28. The Paint contractor preps and primes all exposed wood surfaces. The primer coat differs in color and applies at least one (1) coat primer.
29. The Paint Contractor, at a minimum, applies at least two (2) coats of the base coat paint per the manufacturer's recommendation and thickness.
30. If transitioning from a stain to paint, at a minimum, the Paint Contractor, at a minimum, applies per the manufacturer's recommendation with a minimum thickness of one (1) coat of primer and (2) coats of paint.
31. The Paint Contractor back-rolls all sprayed surfaces.
32. The Paint Contractor ensures, at a minimum, all stains are two (2) coats with a clear natural satin finish per the manufacturer's recommendation and thickness.
33. The Paint Contractor paints all doors and windows' top and bottom edges.
34. The Paint Contractor paints the bottom edges of all siding, corner stiles, shutters, and bay windows. Remove shutters before painting and reinstall.

35. The Paint Contractor paints all roof vents and flashing black or another specified color or leaves them raw per the Property Owner's preference. Mechanical vents located within the siding match the siding color.
36. The Paint Contractor excludes painting metal roofs.
37. The Paint Contractor ensures the job is free of runs, sags, cracking, and skips, with edges cut neatly.
38. The Property Owner inspects work from start to finish, immediately identifies issues, and shares this information with CP&D and the Paint Contractor.
39. The Property Owner provides the Paint Contractor access to the entire site and work area.
40. The Property Owner removes all items on and away from the structure, outbuildings, fences, decks, and porches.
41. The Property Owner keeps all pets out of the Paint Contractor's work area and removes all pet waste daily for the project's duration. The Paint Contractor is not permitted to bring animals on the site.
42. The Paint Contractor is responsible for trash removal, provides refuse collection containers, and keeps the site clean and debris-free, including cigarette butts, daily.
43. CP&D must review and approve all change orders from the approved paint proposal and scope of work before implementation. CP&D amends the grant program agreement to reflect the additional taxable income to the Property Owner. The amendment is approved, conditionally approved, or denied by the City Council.
44. The Property Owner, Paint Contractor, and CP&D attend onsite progress meetings as needed during the project's duration.
45. CP&D schedules a final inspection upon painting completion with the Property Owner and Paint Contractor to close the Project.
46. The Paint Contractor cleans the site upon substantial completion of work. All paint chips are captured and disposed of, areas are de-masked, and exterior windows are operable and paint-free.
47. The Paint Contractor leaves the Property Owner up to one (1) quart of each paint color, varnish, and stain for a touch-up and any warranty work. The Paint Contractor supplies the paint cans and marks each can, identifying the product. The Property Owner stores the products in a climate-controlled area.

48. The Paint Contractor provides a one (1) year limited warranty from the date of substantial completion, covering all manufacturer's defects in the products and 100% of the workmanship, including cracking, peeling, fading, or chipping. Items not covered in the limited warranty include:
 - a. Acts of God that include such items as damage from fire or weather such as tornado, flooding, hail, or hurricane-force winds;
 - b. Repairs or damage caused by the Property Owner or Tenant after the job is complete;
 - c. Existing structural damage, layers of old and peeling paint, or other problems with the house that may cause a paint job to fail;
 - d. Product failure due to misuse or lack of proper maintenance by the Property Owner or Tenant;
 - e. The Property Owner or Tenant making significant product alterations affecting its performance.
49. The City releases a deposit at the start of the Project and the final payment after the substantial completion inspection and project closeout with the Property Owner. Subcontract work requires a lien waiver.
50. CP&D receives the Paint Contractor invoice, and the Property Owner signs the invoice and check and payment request form via DocuSign within three (3) business days of CP&D notification.
51. CP&D submits the check request form and invoice to the Finance Department for payment.
52. The Property Owner endorses the check, in person, for the benefit of the Paint Contractor within three (3) business days of CP&D notification.
53. CP&D sends the endorsed check to the Paint Contractor.
54. The Property Owner completes the substantial completion acknowledgment form.
55. CP&D closes the building permit, tracks, and schedules a 1-year limited warranty walk with the Paint Contractor and Property Owner.
56. The Finance Department sends the Property Owner a 1099G by January 31 of the following year.
57. CP&D sends the Property Owner the Federal and State tax liability reimbursement forms by January 31 of the following year.
58. The Property Owner completes the federal and state tax liability reimbursement forms and returns them to the Finance Department for the one-time first-round reimbursement.

Approved by Resolution 30-2024 on March 13, 2024

PROPERTY OWNER ACKNOWLEDGEMENT

I, David D. Spellman the Property Owner of the residential property addressed as
110 Marchant Street, Black Hawk, Colorado 80422

Black Hawk, Colorado, 80422, fully understand and agree to be bound by the terms and conditions of the Residential Exterior Paint Program documents set forth below:

1. Apply to participate in the Residential Exterior Paint Program;
2. Read and comply with the Residential Exterior Paint Program Guide to Programs;
3. Acknowledge the federal and state tax liability reimbursement process;
4. Meet with CP&D and the Paint Contractor to create a scope of work, finalize paint colors, and identify any substantial repairs;
5. Agree to be an active participant in the Project from start to finish or assign a power-of-attorney because I am physically unable to be in Black Hawk for the entire project;
6. Apply for a no-cost building permit for significant repairs if required by CP&D;
7. Acknowledge invoices, complete and submit the check and payment reimbursement forms within three (3) business days of invoice receipt;
8. Submit a completed W-9 form.

DocuSigned by:
By: David Spellman
785522893CCA41C...
Property Owner

Date: 4/4/2024

EXHIBIT I

**RESIDENTIAL EXTERIOR PAINT PROGRAM
PROGRAM AGREEMENT**

Approved by Resolution 30-2024 on March 13, 2024



BLACK HAWK[®]
RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the _____ day of _____, 2024, (the “*Effective Date*”) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and

(the “*Property Owner*”), whose Residential Property address is:

_____.

RECITALS

- A.*** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Residential Exterior Paint Program*”).
- B.*** The Property Owner, who is the owner of a structure located at:
_____,
Black Hawk, Colorado 80422, (the “*Residential Property*”) submitted an application under the Exterior Paint Program.

AGREEMENT

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

1. Exterior Paint Grant.

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

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

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

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

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

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

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

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the "***Project***"). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
 - 4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
 - 4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City's Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
 - 4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
 - 4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City's Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

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

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

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

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

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

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

8. **Non-Transferable.** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.
9. **Notices.** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:

City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development

If to the Property Owner:

(Insert Name, Physical Address, Mailing
Address, and Email Address)

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

10. Miscellaneous:

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

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

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

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

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

Approved by Resolution 30-2024 on March 13, 2024

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

Approved by Resolution 30-2024 on March 13, 2024

PROPERTY OWNER

By: _____
Property Owner

Approved by Resolution 30-2024 on March 13, 2024

EXHIBIT II

**RESIDENTIAL EXTERIOR PAINT PROGRAM
FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT – FORMS**

Approved by Resolution 30-2024 on March 13, 2024

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

RESIDENTIAL EXTERIOR PAINT PROGRAM GRANT YEAR 2024
CHECK AND PAYMENT REQUEST FORM

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Property Street Address: _____

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

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: \$ _____

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

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

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

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

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

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

Owner's Signature: _____ **Signature** _____ **Date** _____

Approved by Resolution 30-2024 on March 13, 2024

**INCOME TAX LIABILITY REIMBURSEMENT
TAX YEAR 2024**

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

Dear Sir or Madam:

I have completed my **Federal and State Tax Returns for Tax Year 2024**, and I am requesting the City of Black Hawk issue a check to cover my total **Federal Income Tax Liability** for receipt of the exterior residential property painting grant for my property located at _____ in the amount of \$ _____.

I certify that for the **Federal Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____ and my tax liability would have been \$ _____ without reporting the grant.

AND

I certify that I will **NOT** submit an application for the Colorado Historical Preservation Income Tax Credit. I certify that for the **State Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____. My tax liability would have been \$ _____ without reporting the grant.

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

Sincerely,

Owner's Signature

Date

Approved by Resolution 30-2024 on March 13, 2024

131 MARCHANT STREET

\$22,510.00

PAINT PROPOSAL



Independent Painting

Mobile: 720-938-5398
PO Box 672
Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 012024
Sheet No. 1
Date 01-20-24
Prepared by: Eric Miller
Work to be Performed at: 131 Marchant

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of...

Exterior Repaint of 131 Marchant St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
 2. Spot prime as needed on all raw wood using KILZ2 all purpose primer.
 3. Caulk as needed on any joints, cracks or gaps in siding, fascia, casing, etc..
 4. Set any nails and or secure loose siding/trim as needed.
 5. Paint trim complete w/ 2 coats of SW Duration ext. satin:_____ (green)
 6. Paint body complete w/ 2 coats of SW Duration ext. satin:_____ (yellow)
 7. Paint accents complete w/ 2 coats of SW Duration ext. satin:_____ (white)
 8. Spot prime and paint railing & balusters on both east and west decks.
 9. Prime and picket paint fence on south and west side.
- See below for final colors.

Note:

- All decks and attached stairs are not to be cleaned, repaired or stained.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of \$22510.00

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

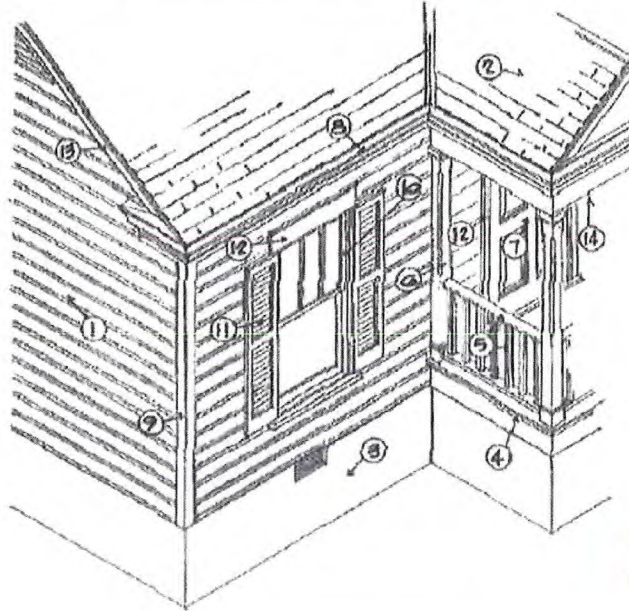
Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____

CITY OF BLACK HAWK - GENERAL FUND EXTERIOR PAINT SCHEDULE



See below for
final colors.

Applicant

Address

131 Marchant St. Black Hawk, CO 80422

Paint Manufacturer (Please submit color chips with this schedule) Valspar - Mark Twain House

Color Schedule

1	Body of House	Yellow: 3011-3
2	Roofing	N/A
3	Foundation	N/A
4	Porch Floor	Wood Sealer
5	Railing	White (Porch and Fence)
6	Columns	N/A
7	Entrance Door	Gray Brick: 6007-4C
8	Cornice	Gray Brick: 6007-4C
9	Corner Boards	Gray Brick: 6007-4C
10	Window Sash	Gray Brick: 6007-4C
11	Shutter	N/A
12	Door & Window Trim	Gray Brick: 6007-4C
13	Rake	Gray Brick: 6007-4C
14	Porch Ceiling	N/A
15	Other	SHED - Body: Gray Brick: 6007-4C, Trim: Yellow: 3011-3

Valspar - Mark Twain House



Valspar - Gray Brick - 6007-4C



Valspar - Yellow - 3011-3



131 Marchant St [REDACTED]



Color Change Recommended: Eric Miller to work directly with the H/O – H/O does not want to change colors

****Homeowner to remove all items near home**** (hot tub)

Some minor home repairs needed prior to paint. Areas identified with pictures.





Wood
fence to
be painted



Side deck
not to be
painted.
Should
sealant be
applied?
NO





Lattice
excluded



Light fixture to be
taped off and not
painted





Door and frame needs
a minor repairs



Wood around the door
frame that is rotted
needs to be replaced
before painting.



Wood windows
need to be painted





Small side porch:
Paint railings. Do
not paint decki





Flashing
painted



INITIAL
AEC
HERE





Storage room door
needs to be painted

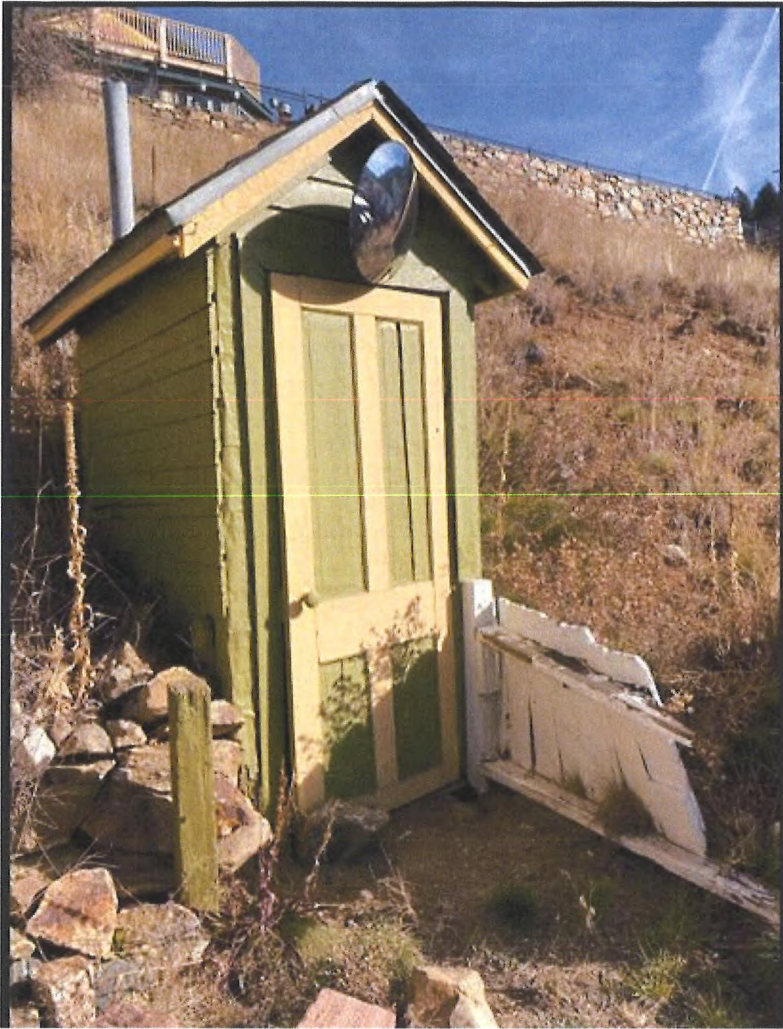


Storage room wall
has been repaired



Venting painted

INITIAL
pwc
HERE



Outhouse – Paint
as is. No
warranty.



GRANT PROGRAM AGREEMENT



BLACK HAWK[®]

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the **10th Day of April, 2024**, (the “*Effective Date*”) by and between the **City of Black Hawk**, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and **David Craft** (the “*Property Owner*”), whose Residential Property address is: **131 Marchant Street, Black Hawk, Colorado 80422**.

RECITALS

- A.** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Residential Exterior Paint Program*”).
- B.** The Property Owner, who is the owner of a structure located at: **131 Marchant Street, Black Hawk, Colorado 80422**, (the “*Residential Property*”) submitted an application under the Exterior Paint Program.

AGREEMENT

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

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **\$22,510.00** (the “***Grant***”) for the exterior paint of a Residential Property.

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

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

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

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

2.3 No Liability. The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Exterior Paint Program, whether or not the Property Owner is actually paid any funds from the Grant.

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “**Project**”). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
 - 4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
 - 4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City’s Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
 - 4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
 - 4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City’s Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

6. **Termination of the Grant.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 31, 2024** (The “***Termination Date***”), the Property Owner’s right to be paid the Grant or any portion thereof shall automatically terminate.

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

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

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

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

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

8. **Non-Transferable.** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.
9. **Notices.** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:

**City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development**

If to the Property Owner:

**David Craft
PO Box 162
Coaldale, CO 81222
Telephone: 303-910-5092
Email: topper4455@gmail.com**

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

10. Miscellaneous:

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

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

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

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

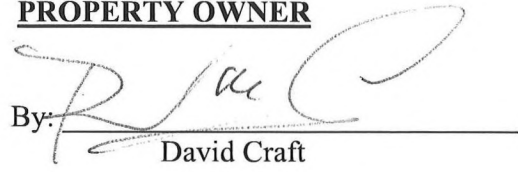
Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: _____

A handwritten signature in dark ink, appearing to read 'D. Craft', is written over a horizontal line. The signature is fluid and cursive.

David Craft

Approved by Resolution 30-2024 on March 13, 2024

GUIDE TO PROGRAMS

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 30-2024

TITLE: A RESOLUTION AMENDING THE RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS

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

Section 1. The City of Black Hawk Residential Exterior Paint Program—Guide to Programs, dated March 2024, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved.

Section 2. The March 2024 Residential Exterior Paint Program—Guide to Programs shall apply to exterior paint projects commencing after the effective date of this Resolution.

RESOLVED AND PASSED this 13th day of March, 2024.


David D. Spellman, Mayor

ATTEST:



Melissa A. Greiner, CMC/City Clerk



EXHIBIT A

RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS



CITY OF BLACK HAWK

**RESIDENTIAL EXTERIOR PAINT PROGRAM
GUIDE TO PROGRAMS**

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Exhibit II: Federal and State Tax Liability Reimbursement - Forms	

SECTION 1: PROGRAM OVERVIEW

A. PURPOSE

1. The City of Black Hawk established the Residential Exterior Paint Program to preserve the architectural character of residential properties within the Historic Residential District.
2. The Program provides a Property Owner with the resources and financial assistance needed to maintain the exterior paint on its residential buildings.
3. The Program pledges the continuation and enhancement of a functional, sustainable, healthy, and vibrant residential community.

B. DEFINITIONS

1. **Application:** A formal request to participate in the Exterior Residential Paint Program. Applications are accepted and considered on a first-come, first-served basis in the order received.
2. **Board of Aldermen:** An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.
3. **Building Official:** The City official is charged with the responsibility of administering and enforcing the City's building codes.
4. **Building Permit:** A building permit is an official approval to construct a new building or expand or remodel an existing one. Its purpose is to ensure the construction project follows all relevant regulations, including building standards, land use, and environmental protection.
5. **Certificate of Architectural Compatibility:** Land use process to document an exterior improvement to a property, such as a color change.
6. **City of Black Hawk (City):** The authority having jurisdiction over the Residential Exterior Paint Program.
7. **City Council:** The elected Board of Aldermen, plus the Mayor.
8. **Construction Hard Costs:** Costs related to labor, materials, and overhead.
9. **For the Benefit of Process:** The process where a Property Owner endorses grant fund transactions over to the Paint Contractor within three (3) business days of receiving a request from CP&D.

Approved by Resolution 30-2024 on March 13, 2024

- 10. Grant Program Agreement:** The legal agreement that makes specific Exterior Residential Paint Fund proceeds available for exterior painting of residential properties within the City Limits of the City of Black Hawk. The Property Owner agrees to use the funds per the agreed-upon parameters outlined in the document.
- 11. Grant Recipient:** Any person or their authorized agent / designated representative to whom the City of Black Hawk awards a Residential Exterior Residential Paint grant.
- 12. Guide to Programs:** This policy and procedures document outlines the parameters of the Residential Exterior Paint Program.
- 13. Historic Preservation Consultant:** a qualified professional who is an individual licensed or appropriately experienced in the discipline within which a recommendation is needed.
- 14. Municipal Code:** A collection of municipal ordinances and laws enacted and enforced by the City of Black Hawk.
- 15. Outbuildings:** Accessory structures to the original building.
- 16. Paint Contractor:** The contracting company selected to oversee and manage the painting and construction work under the Exterior Residential Paint Program.
- 17. Program:** The Residential Exterior Residential Paint Program is a private project by the Property Owner but reimbursed by the City.
- 18. Property Owner:** Property Owner per recorded City documents or designated representative as provided with written permission via a signed and notarized "Power-of-Attorney" from the Property Owner. The appointed representative can act on behalf of the Property Owner in specified or all legal and financial matters.
- 19. Qualified Properties:** All residential properties are located within the Historic Residential District of the Black Hawk city limits.
- 20. Residential Design Guidelines:** Guidelines developed to help preserve the City's character with exterior improvements to buildings.
- 21. Scope of Work:** This is a guide to help the Paint Contractor and Property Owner understand what the Project covers and does not cover. The document identifies project requirements and the work to be performed during the project and includes details on the timeline.
- 22. Substantial Completion:** The stage in the work's progress when the job, or designated portion thereof, is sufficiently complete per the Scope of Work to close the project.

Approved by Resolution 30-2024 on March 13, 2024

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

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

SECTION 2: TAX LIABILITY

A. ACKNOWLEDGEMENT

1. Weather permitting, the painting timeframe is May 1 through September 30. Project start dates are staggered and may be accelerated or delayed.
2. Any Property Owner that makes a color change after City Council approval must withdraw from the Program and reapply the following year.
3. The Program is fully funded through the City's General Fund and not from revenues received or otherwise derived from the State Historical Fund.
4. All funding is subject to the annual budget and appropriation of the General fund by the City Council.
5. The Program is considered a **private project** by the Property Owner reimbursed by the City.
6. Funds awarded by the City under approved Grants are considered income under state and federal income tax laws and reported to the taxing authorities in the manner provided by applicable law.
7. As the recipient of a Grant, the Property Owner may be required to pay income or other taxes to state and federal taxing authorities.
8. The City has no responsibility or obligation concerning any tax liability to the Property Owner as a recipient of Grant funds or benefits received under the Program.
9. The City provides a one-time first-round reimbursement of a Property Owner's state and federal income tax liability as the Grant recipient. The second-round tax liability remains the Property Owner's responsibility. The Property Owner should consult their tax advisor about whether the one-time first-round reimbursement is income and increases state and federal income tax liability.

10. The City encumbers dollars in its accounting system to accommodate the one-time first-round tax reimbursement payment. The Property Owner is responsible for completing the required reimbursement paperwork and delivering the paperwork to the Finance Department during the calendar year following receipt of the Grant.
11. If the Property Owner does not submit a reimbursement request for the one-time first-round reimbursement within the time limits set forth, the encumbered funds will no longer be available for the State and Federal one-time tax payment reimbursement, and the City will reallocate the funds in the budget for other purposes.
12. The City does **NOT** reimburse the Property Owner for any additional state and federal income tax liability that might arise from the one-time first-round reimbursement.

SECTION 3: RESIDENTIAL EXTERIOR PAINT PROGRAM

A. LEGAL REQUIREMENTS

1. Eligible properties are located within the Historic Residential District of the Black Hawk city limits. Both historic and non-historic elements qualify under the Program.
2. Each Residential Property is considered to participate in the Program under an initial five (5) year cycle. Once a property has received funding under this cycle, the property reverts to an eight (8) year funding cycle.
3. The Program is not a substitute for routine maintenance or a Property Owner's insurance coverage.
4. Participation in the Program requires, at a minimum, for the Property Owner to complete an application, a grant program agreement setting forth the terms and conditions of participation in the Program, a W-9 form, sign and agree to the painting proposal, and the scope of work, abide by the conditions of the building permit, submit the required reimbursement forms for the check and payment request and the federal and state tax liability for the one-time first-round reimbursement.
5. The Property Owner may be required, as needed, to enter into a power-of-attorney if they cannot be present during the project, a temporary construction easement, a temporary use permit, or a certificate of architectural compatibility for a color change.
6. If a Property Owner owns multiple residential properties, an application must be made for each eligible Property. Properties are placed on the list in the order in which the applications are received on a first-come, first-served basis.

7. If a full site and building Grant under the Historic Restoration and Community Preservation Grant Program is granted within three (3) years of the City approving funding of a Residential Exterior Paint Grant, the Property Owner agrees to reimburse the City in full the total amount funded for hard construction costs before the Grant of the full site and building is approved and financed.
8. Neither a Property Owner nor a relative of the Property Owner can be the paint contractor, subcontractor, or material supplier.
9. A Property Owner shall not disburse cash funds to the Paint Contractor for any work performed.
10. Neither the Property Owner nor the Painting Contractor can receive an advancement of payments. The City pays Grant funds on a "draw" basis.
11. CP&D and the Property Owner inspect all work for Program compliance with the paint proposal and scope of work before submittal of any invoices from the Paint Contractor to CP&D.
12. Payments are made directly to the Property Owner after CP&D receives a detailed itemized invoice and lien waiver from the Paint Contractor. The Property Owner reviews, approves, and acknowledges seeing every invoice by placing a signature or initial on the invoice and signing the request for payment within three (3) business days of receiving the paperwork from CP&D via DocuSign.
13. The Property Owner promptly completes all Grant fund transactions by signing over the check processed by the City to the Paint Contractor as set forth herein regarding FBO (For the Benefit Of) payments within three (3) business days of the check's availability. CP&D has the Property Owner sign the check in person.

B. PROCESS

1. CP&D references the Residential Exterior Paint Program Spreadsheet to identify eligible Property Owners and sends each Property Owner an email to solicit their interest in participating.
2. If the Property Owner is interested in participating, CP&D sends an application via DocuSign. The Property Owner opens the application, signs it, and dates it by a predetermined deadline. Once the Property Owner completes this task, the document automatically returns to CP&D. CP&D accepts applications in the order received on a first-come, first-serve basis.

3. CP&D and the Paint Contractor will schedule a site visit with the Property Owner to create a current conditions report identifying significant repair items, scope of work, and paint colors.
4. A Property Owner requesting a color change discusses color options with their local paint suppliers, such as Sherwin-Williams, Benjamin Moore, or Behr. They may purchase test colors to create a final palette for submission to CP&D.
5. If required, CP&D schedules the Environmental Consultant to complete lead-based paint testing on each Property.
6. CP&D schedules a Zoom or in-person meeting with each Property Owner to review the legal documents: the paint proposal and scope of work, the guide to programs, the grant program agreement, tax liability, power of attorney, W9, temporary construction easements, significant repairs by the Property Owner, paint color finalization, payment process of Paint Contractor invoices that include a check and payment request form from the Property Owner.
7. If the Property Owner commits to the Program, CP&D sends the paint proposal and scope of work, guide to programs, and grant program agreement for their signature via DocuSign. Because a power of attorney, if required, and W9 require an original signature, the Property Owner signs this paperwork at CP&D. The Property Owner obtains a no-cost building permit if required by CP&D and completes the significant repairs identified in the Paint Proposal and scope of work by April 1. If needed, CP&D works with neighboring property owners to obtain temporary construction easement agreements, the Historic Preservation Consultant and Baseline Engineering for all color changes requiring an administratively approved certificate of architectural compatibility, and the Environmental Consultant for any required lead-based paint testing.
8. If colors change, the Property Owner provides the colors selected, and CP&D initiates an administratively approved certificate of architectural compatibility with the Historic Preservation Consultant. If the color change includes more than three (3) colors, the City Council reviews and approves the certificate for architectural compatibility.
9. CP&D finalizes the proposals with the Paint Contractor. If applicable, the Paint Contractor identifies his subcontractors. All subcontractor work requires a lien waiver with each pay application.
10. CP&D requests a resolution from the City Attorney, prepares the request for council action, and submits all information to the City Clerk for inclusion in the City Council packet for its first meeting in April.

11. The City Council reviews each application, guide to programs, grant program agreement, associated temporary construction easements, power of attorney, and the paint proposal and scope of work in the order received by CP&D. Each Application is approved, conditionally approved, or denied.
12. CP&D prepares a \$10.00 payment request and submits it to the Finance Department for each Grantor granting a Temporary Construction Easement to the City.
13. CP&D issues the notice to proceed to the paint contractor via email.
14. CP&D notifies the Property Owners by email if their Project is approved, conditionally approved, or denied by the City Council.
15. CP&D issues individual building permits to track each grant project. The Paint Contractor must complete the projects within two (2) months of the permit issue date. CP&D will inform the Property Owner if a no-cost building permit for significant repairs is required.
16. CP&D notifies each Property Owner to reconfirm the target start date. The Paint Contractor confirms with each Property Owner before mobilization.
17. The Property Owner or their power of attorney must be available during the Project and flexible with the proposed timeframe. The schedule is subject to change due to weather and project progress.
18. The Paint Contractor provides individual project drawdowns at least two (2) weeks before the estimated project start date to CP&D. CP&D obtains written approval from the Property Owner within (3) three business days of the Paint Contractor providing the samples.
19. The Paint Contractor uses high-quality products approved by the City.
20. The Paint Contractor follows all lead-based paint encapsulation standards to cover surfaces containing lead-based paint.
21. The Paint Contractor selects a sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed, and stands up to abrasion. Flat paint is not acceptable.
22. The Paint Contractor coats surfaces to include exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, vertical concrete, and select outbuildings approved by the City.

23. The Paint Contractor is accountable for and assumes all responsibility when painting in adverse conditions. The Paint Contractor schedules work when weather conditions are per the manufacturer's specifications and ensures the siding is dry from dew and frost before applying paint. Work ceases in time to allow the paint to dry before dew and frost form.
24. The Contractor gently washes structure exteriors to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence.
25. The Paint Contractor masks all areas requiring protection from overspray and takes into consideration any wind. During the Project, the Paint Contractor is responsible for material damaged by paint on surfaces such as brick, concrete, roofing, vehicles, landscaping, etc.
26. The Paint Contractor performs incidental repairs, scrapes, and sands all failing paint from the substrate, including peeling and bubbling areas. Patches and caulk all joints in exterior trim, including areas where wood joins siding, all other cracks, imperfections, windows, and small holes.
27. The Paint Contractor conceals all wood siding nail holes and resets any nails separating from the siding.
28. The Paint contractor preps and primes all exposed wood surfaces. The primer coat differs in color and applies at least one (1) coat primer.
29. The Paint Contractor, at a minimum, applies at least two (2) coats of the base coat paint per the manufacturer's recommendation and thickness.
30. If transitioning from a stain to paint, at a minimum, the Paint Contractor, at a minimum, applies per the manufacturer's recommendation with a minimum thickness of one (1) coat of primer and (2) coats of paint.
31. The Paint Contractor back-rolls all sprayed surfaces.
32. The Paint Contractor ensures, at a minimum, all stains are two (2) coats with a clear natural satin finish per the manufacturer's recommendation and thickness.
33. The Paint Contractor paints all doors and windows' top and bottom edges.
34. The Paint Contractor paints the bottom edges of all siding, corner stiles, shutters, and bay windows. Remove shutters before painting and reinstall.

35. The Paint Contractor paints all roof vents and flashing black or another specified color or leaves them raw per the Property Owner's preference. Mechanical vents located within the siding match the siding color.
36. The Paint Contractor excludes painting metal roofs.
37. The Paint Contractor ensures the job is free of runs, sags, cracking, and skips, with edges cut neatly.
38. The Property Owner inspects work from start to finish, immediately identifies issues, and shares this information with CP&D and the Paint Contractor.
39. The Property Owner provides the Paint Contractor access to the entire site and work area.
40. The Property Owner removes all items on and away from the structure, outbuildings, fences, decks, and porches.
41. The Property Owner keeps all pets out of the Paint Contractor's work area and removes all pet waste daily for the project's duration. The Paint Contractor is not permitted to bring animals on the site.
42. The Paint Contractor is responsible for trash removal, provides refuse collection containers, and keeps the site clean and debris-free, including cigarette butts, daily.
43. CP&D must review and approve all change orders from the approved paint proposal and scope of work before implementation. CP&D amends the grant program agreement to reflect the additional taxable income to the Property Owner. The amendment is approved, conditionally approved, or denied by the City Council.
44. The Property Owner, Paint Contractor, and CP&D attend onsite progress meetings as needed during the project's duration.
45. CP&D schedules a final inspection upon painting completion with the Property Owner and Paint Contractor to close the Project.
46. The Paint Contractor cleans the site upon substantial completion of work. All paint chips are captured and disposed of, areas are de-masked, and exterior windows are operable and paint-free.
47. The Paint Contractor leaves the Property Owner up to one (1) quart of each paint color, varnish, and stain for a touch-up and any warranty work. The Paint Contractor supplies the paint cans and marks each can, identifying the product. The Property Owner stores the products in a climate-controlled area.

Approved by Resolution 30-2024 on March 13, 2024

48. The Paint Contractor provides a one (1) year limited warranty from the date of substantial completion, covering all manufacturer's defects in the products and 100% of the workmanship, including cracking, peeling, fading, or chipping. Items not covered in the limited warranty include:
 - a. Acts of God that include such items as damage from fire or weather such as tornado, flooding, hail, or hurricane-force winds;
 - b. Repairs or damage caused by the Property Owner or Tenant after the job is complete;
 - c. Existing structural damage, layers of old and peeling paint, or other problems with the house that may cause a paint job to fail;
 - d. Product failure due to misuse or lack of proper maintenance by the Property Owner or Tenant;
 - e. The Property Owner or Tenant making significant product alterations affecting its performance.
49. The City releases a deposit at the start of the Project and the final payment after the substantial completion inspection and project closeout with the Property Owner. Subcontract work requires a lien waiver.
50. CP&D receives the Paint Contractor invoice, and the Property Owner signs the invoice and check and payment request form via DocuSign within three (3) business days of CP&D notification.
51. CP&D submits the check request form and invoice to the Finance Department for payment.
52. The Property Owner endorses the check, in person, for the benefit of the Paint Contractor within three (3) business days of CP&D notification.
53. CP&D sends the endorsed check to the Paint Contractor.
54. The Property Owner completes the substantial completion acknowledgment form.
55. CP&D closes the building permit, tracks, and schedules a 1-year limited warranty walk with the Paint Contractor and Property Owner.
56. The Finance Department sends the Property Owner a 1099G by January 31 of the following year.
57. CP&D sends the Property Owner the Federal and State tax liability reimbursement forms by January 31 of the following year.
58. The Property Owner completes the federal and state tax liability reimbursement forms and returns them to the Finance Department for the one-time first-round reimbursement.

PROPERTY OWNER ACKNOWLEDGEMENT

I, DAVID M. CRAFT the Property Owner of the residential property addressed as
131 MARSHART STREET

Black Hawk, Colorado, 80422, fully understand and agree to be bound by the terms and conditions of the Residential Exterior Paint Program documents set forth below:

1. Apply to participate in the Residential Exterior Paint Program;
2. Read and comply with the Residential Exterior Paint Program Guide to Programs;
3. Acknowledge the federal and state tax liability reimbursement process;
4. Meet with CP&D and the Paint Contractor to create a scope of work, finalize paint colors, and identify any substantial repairs;
5. Agree to be an active participant in the Project from start to finish or assign a power-of-attorney because I am physically unable to be in Black Hawk for the entire project;
6. Apply for a no-cost building permit for significant repairs if required by CP&D;
7. Acknowledge invoices, complete and submit the check and payment reimbursement forms within three (3) business days of invoice receipt;
8. Submit a completed W-9 form.

By: 
Property Owner

Date: 4/4/24

EXHIBIT I

**RESIDENTIAL EXTERIOR PAINT PROGRAM
PROGRAM AGREEMENT**

Approved by Resolution 30-2024 on March 13, 2024



BLACK HAWK[®]
RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the _____ day of _____, 2024, (the “*Effective Date*”) by and between the **CITY OF BLACK HAWK**, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and

(the “*Property Owner*”), whose Residential Property address is:

_____.

RECITALS

- A.** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Residential Exterior Paint Program*”).
- B.** The Property Owner, who is the owner of a structure located at:
_____,
Black Hawk, Colorado 80422, (the “*Residential Property*”) submitted an application under the Exterior Paint Program.

AGREEMENT

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

1. Exterior Paint Grant.

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

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

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

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

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

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

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

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the "***Project***"). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
 - 4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
 - 4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City's Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
 - 4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
 - 4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City's Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

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

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

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

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

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

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

8. **Non-Transferable.** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.
9. **Notices.** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:

City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development

If to the Property Owner:

(Insert Name, Physical Address, Mailing
Address, and Email Address)

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

10. Miscellaneous:

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

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

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

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

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

Approved by Resolution 30-2024 on March 13, 2024

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: _____
Property Owner

Approved by Resolution 30-2024 on March 13, 2024

EXHIBIT II

**RESIDENTIAL EXTERIOR PAINT PROGRAM
FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT – FORMS**

Approved by Resolution 30-2024 on March 13, 2024

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

RESIDENTIAL EXTERIOR PAINT PROGRAM GRANT YEAR 2024

CHECK AND PAYMENT REQUEST FORM

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Property Street Address: _____

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

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: \$ _____

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

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

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

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

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

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

Owner's Signature: _____ **Date** _____
Signature Date

Approved by Resolution 30-2024 on March 13, 2024

**INCOME TAX LIABILITY REIMBURSEMENT
TAX YEAR 2024**

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

Dear Sir or Madam:

I have completed my **Federal and State Tax Returns for Tax Year 2024**, and I am requesting the City of Black Hawk issue a check to cover my total **Federal Income Tax Liability** for receipt of the exterior residential property painting grant for my property located at _____ in the amount of \$ _____.

I certify that for the **Federal Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____ and my tax liability would have been \$ _____ without reporting the grant.

AND

I certify that I will **NOT** submit an application for the Colorado Historical Preservation Income Tax Credit. I certify that for the **State Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____. My tax liability would have been \$ _____ without reporting the grant.

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

Sincerely,

Owner's Signature

Date

Approved by Resolution 30-2024 on March 13, 2024

141 MARCHANT STREET

\$30,150.00

PAINT PROPOSAL



Independent Painting

Mobile: 720-938-5398

PO Box 672

Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615

Proposal No. 011924
Sheet No. 1
Date 01-19-24
Prepared by: Eric Miller
Work to be Performed at: 141 Marchant

Proposal

We hereby propose to furnish the materials and perform the labor necessary for the completion of...

Exterior Repaint of 141 Marchant St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Spot prime as needed on all raw wood using KILZ2 all purpose primer.
3. Caulk as needed on any joints, cracks or gaps in siding, fascia, casing, etc..
4. Set any nails and or secure loose siding/trim as needed.
5. Tape/caulk front door jamb sidelight glass and glass on 3x8 panel doors sets @ front porch.
6. Paint trim complete w/ 2 coats of SW Duration ext. satin:_____ (white)
7. Paint body complete w/ 2 coats of SW Duration ext. satin: BM156 Van Deusen Blue
8. Prime and picket paint fence on west side. Includes east side fencing, front porch railing, back stair railings, doors and door trim.
9. Prep, spot prime and paint metal handrail/fencing/balusters at front stairwell entry from Marchant w/ 2 coats of SW industrial DTM.
10. Clean, sand and apply one coat of ProLuxe SRD stain to front porch.

Note:

- All gutters and down spouts are not to be painted.
- All windows (w/ exception to those listed on line 5) will not be painted, only casing surrounds.
- Small wood stairwell on westside of home not to be stained.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specifications submitted for above work and completed in a workmanlike manner for the sum of \$30150.00

Payments will be made as follows 1/2 down or upon delivery of material 1/2 upon completion

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control

Quotation valid for _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

DocuSigned by:
Signature Richard or Jeanne Lessner
21D395DD037B415...

Date 4/2/2024

141 Marchant St



Color Change Requested: Likes the colors of 250 Chase St.

Body - Van Deusen Blue HC-156

Trim – Classic Light Buff SW0050

No accent color requested

****Homeowner to remove all items near home****

No home repairs needed, some caulking will need to be done.

DS
RON

Paint front porch railing, all doors and door trim



Railing
will be
included
in bid



Front porch is bare wood, H/O would like sealant put on.

Per H/O, do not paint shutters but historic windows/doors will be painted



Paint outside of windows but not inside of windows.

DS
RON



Per H/O, only paint frames of windows. Do not paint the inside of the windows.



Rear of house has difficult access.

DS
RON



Per H/O
do not
paint
gutters

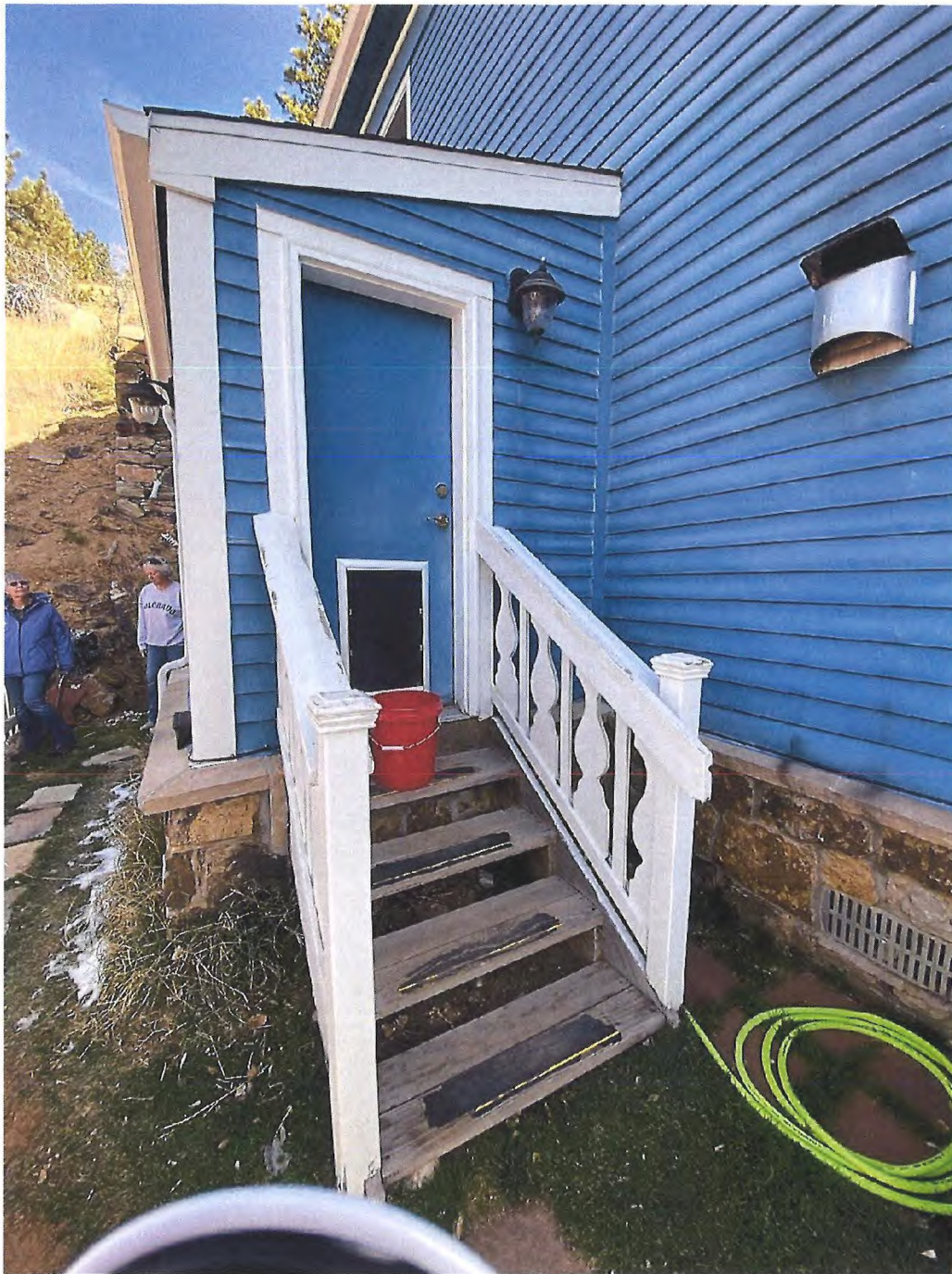
DS
RON



Flashing is painted



DS
RON



Back stairs -
excluded

Paint back stair railings



DS
RON



Wood fence to be painted

Includes picket fencing on both
east and west side of the property

GRANT PROGRAM AGREEMENT



BLACK HAWK[®]

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the "***Agreement***") is made as of the **10th Day of April, 2024**, (the "***Effective Date***") by and between the **City of Black Hawk**, a municipal corporation organized and existing under the laws of the State of Colorado (the "***City***") and **Richard or Jeanne Lessner** (the "***Property Owner***"), whose Residential Property address is: **141 Marchant Street, Black Hawk, Colorado 80422**.

RECITALS

- A.** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the "***Residential Exterior Paint Program***").
- B.** The Property Owner, who is the owner of a structure located at: **141 Marchant Street, Black Hawk, Colorado 80422**, (the "***Residential Property***") submitted an application under the Exterior Paint Program.

AGREEMENT

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

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **\$30,150.00** (the “***Grant***”) for the exterior paint of a Residential Property.

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

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

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

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

2.3 No Liability. The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Exterior Paint Program, whether or not the Property Owner is actually paid any funds from the Grant.

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “**Project**”). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
 - 4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
 - 4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City’s Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
 - 4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
 - 4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City’s Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

6. **Termination of the Grant.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 31, 2024** (The “**Termination Date**”), the Property Owner’s right to be paid the Grant or any portion thereof shall automatically terminate.

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

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

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

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

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

8. **Non-Transferable.** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.
9. **Notices.** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:

**City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development**

If to the Property Owner:

**Richard or Jeanne Lessner
PO Box 74
Black Hawk, CO 80422
Telephone: 303-514-0612
Email: rnelessner@gmail.com**

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

10. Miscellaneous:

- 10.1 Amendments and Supplements:** This Agreement may not be amended, modified, or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.
- 10.2 Severability.** In the event any provision of this Agreement is deemed to be illegal, invalid, or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.
- 10.3 Standard of Approval.** Where within this Agreement, the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute, and uncontrolled discretion.
- 10.4 Waiver.** The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Agreement.
- 10.5 Time of the Essence.** Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: DocuSigned by:
Richard or Jeanne Lessner
Richard or Jeanne Lessner

GUIDE TO PROGRAMS

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 30-2024

TITLE: A RESOLUTION AMENDING THE RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS

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

Section 1. The City of Black Hawk Residential Exterior Paint Program—Guide to Programs, dated March 2024, attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved.

Section 2. The March 2024 Residential Exterior Paint Program—Guide to Programs shall apply to exterior paint projects commencing after the effective date of this Resolution.

RESOLVED AND PASSED this 13th day of March, 2024.


David D. Spellman, Mayor

ATTEST:


Melissa A. Greiner, CMC, City Clerk



EXHIBIT A

RESIDENTIAL EXTERIOR PAINT PROGRAM - GUIDE TO PROGRAMS



CITY OF BLACK HAWK

**RESIDENTIAL EXTERIOR PAINT PROGRAM
GUIDE TO PROGRAMS**

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SECTION 1: PROGRAM OVERVIEW

A. PURPOSE

1. The City of Black Hawk established the Residential Exterior Paint Program to preserve the architectural character of residential properties within the Historic Residential District.
2. The Program provides a Property Owner with the resources and financial assistance needed to maintain the exterior paint on its residential buildings.
3. The Program pledges the continuation and enhancement of a functional, sustainable, healthy, and vibrant residential community.

B. DEFINITIONS

1. **Application:** A formal request to participate in the Exterior Residential Paint Program. Applications are accepted and considered on a first-come, first-served basis in the order received.
2. **Board of Aldermen:** An elected six-member panel authorized with decision-making powers for the governance of the City of Black Hawk.
3. **Building Official:** The City official is charged with the responsibility of administering and enforcing the City's building codes.
4. **Building Permit:** A building permit is an official approval to construct a new building or expand or remodel an existing one. Its purpose is to ensure the construction project follows all relevant regulations, including building standards, land use, and environmental protection.
5. **Certificate of Architectural Compatibility:** Land use process to document an exterior improvement to a property, such as a color change.
6. **City of Black Hawk (City):** The authority having jurisdiction over the Residential Exterior Paint Program.
7. **City Council:** The elected Board of Aldermen, plus the Mayor.
8. **Construction Hard Costs:** Costs related to labor, materials, and overhead.
9. **For the Benefit of Process:** The process where a Property Owner endorses grant fund transactions over to the Paint Contractor within three (3) business days of receiving a request from CP&D.

Approved by Resolution 30-2024 on March 13, 2024

- 10. Grant Program Agreement:** The legal agreement that makes specific Exterior Residential Paint Fund proceeds available for exterior painting of residential properties within the City Limits of the City of Black Hawk. The Property Owner agrees to use the funds per the agreed-upon parameters outlined in the document.
- 11. Grant Recipient:** Any person or their authorized agent / designated representative to whom the City of Black Hawk awards a Residential Exterior Residential Paint grant.
- 12. Guide to Programs:** This policy and procedures document outlines the parameters of the Residential Exterior Paint Program.
- 13. Historic Preservation Consultant:** a qualified professional who is an individual licensed or appropriately experienced in the discipline within which a recommendation is needed.
- 14. Municipal Code:** A collection of municipal ordinances and laws enacted and enforced by the City of Black Hawk.
- 15. Outbuildings:** Accessory structures to the original building.
- 16. Paint Contractor:** The contracting company selected to oversee and manage the painting and construction work under the Exterior Residential Paint Program.
- 17. Program:** The Residential Exterior Residential Paint Program is a private project by the Property Owner but reimbursed by the City.
- 18. Property Owner:** Property Owner per recorded City documents or designated representative as provided with written permission via a signed and notarized "Power-of-Attorney" from the Property Owner. The appointed representative can act on behalf of the Property Owner in specified or all legal and financial matters.
- 19. Qualified Properties:** All residential properties are located within the Historic Residential District of the Black Hawk city limits.
- 20. Residential Design Guidelines:** Guidelines developed to help preserve the City's character with exterior improvements to buildings.
- 21. Scope of Work:** This is a guide to help the Paint Contractor and Property Owner understand what the Project covers and does not cover. The document identifies project requirements and the work to be performed during the project and includes details on the timeline.
- 22. Substantial Completion:** The stage in the work's progress when the job, or designated portion thereof, is sufficiently complete per the Scope of Work to close the project.

Approved by Resolution 30-2024 on March 13, 2024

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

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

SECTION 2: TAX LIABILITY

A. ACKNOWLEDGEMENT

1. Weather permitting, the painting timeframe is May 1 through September 30. Project start dates are staggered and may be accelerated or delayed.
2. Any Property Owner that makes a color change after City Council approval must withdraw from the Program and reapply the following year.
3. The Program is fully funded through the City's General Fund and not from revenues received or otherwise derived from the State Historical Fund.
4. All funding is subject to the annual budget and appropriation of the General fund by the City Council.
5. The Program is considered a **private project** by the Property Owner reimbursed by the City.
6. Funds awarded by the City under approved Grants are considered income under state and federal income tax laws and reported to the taxing authorities in the manner provided by applicable law.
7. As the recipient of a Grant, the Property Owner may be required to pay income or other taxes to state and federal taxing authorities.
8. The City has no responsibility or obligation concerning any tax liability to the Property Owner as a recipient of Grant funds or benefits received under the Program.
9. The City provides a one-time first-round reimbursement of a Property Owner's state and federal income tax liability as the Grant recipient. The second-round tax liability remains the Property Owner's responsibility. The Property Owner should consult their tax advisor about whether the one-time first-round reimbursement is income and increases state and federal income tax liability.

Approved by Resolution 30-2024 on March 13, 2024

10. The City encumbers dollars in its accounting system to accommodate the one-time first-round tax reimbursement payment. The Property Owner is responsible for completing the required reimbursement paperwork and delivering the paperwork to the Finance Department during the calendar year following receipt of the Grant.
11. If the Property Owner does not submit a reimbursement request for the one-time first-round reimbursement within the time limits set forth, the encumbered funds will no longer be available for the State and Federal one-time tax payment reimbursement, and the City will reallocate the funds in the budget for other purposes.
12. The City does **NOT** reimburse the Property Owner for any additional state and federal income tax liability that might arise from the one-time first-round reimbursement.

SECTION 3: RESIDENTIAL EXTERIOR PAINT PROGRAM

A. LEGAL REQUIREMENTS

1. Eligible properties are located within the Historic Residential District of the Black Hawk city limits. Both historic and non-historic elements qualify under the Program.
2. Each Residential Property is considered to participate in the Program under an initial five (5) year cycle. Once a property has received funding under this cycle, the property reverts to an eight (8) year funding cycle.
3. The Program is not a substitute for routine maintenance or a Property Owner's insurance coverage.
4. Participation in the Program requires, at a minimum, for the Property Owner to complete an application, a grant program agreement setting forth the terms and conditions of participation in the Program, a W-9 form, sign and agree to the painting proposal, and the scope of work, abide by the conditions of the building permit, submit the required reimbursement forms for the check and payment request and the federal and state tax liability for the one-time first-round reimbursement.
5. The Property Owner may be required, as needed, to enter into a power-of-attorney if they cannot be present during the project, a temporary construction easement, a temporary use permit, or a certificate of architectural compatibility for a color change.
6. If a Property Owner owns multiple residential properties, an application must be made for each eligible Property. Properties are placed on the list in the order in which the applications are received on a first-come, first-served basis.

7. If a full site and building Grant under the Historic Restoration and Community Preservation Grant Program is granted within three (3) years of the City approving funding of a Residential Exterior Paint Grant, the Property Owner agrees to reimburse the City in full the total amount funded for hard construction costs before the Grant of the full site and building is approved and financed.
8. Neither a Property Owner nor a relative of the Property Owner can be the paint contractor, subcontractor, or material supplier.
9. A Property Owner shall not disburse cash funds to the Paint Contractor for any work performed.
10. Neither the Property Owner nor the Painting Contractor can receive an advancement of payments. The City pays Grant funds on a "draw" basis.
11. CP&D and the Property Owner inspect all work for Program compliance with the paint proposal and scope of work before submittal of any invoices from the Paint Contractor to CP&D.
12. Payments are made directly to the Property Owner after CP&D receives a detailed itemized invoice and lien waiver from the Paint Contractor. The Property Owner reviews, approves, and acknowledges seeing every invoice by placing a signature or initial on the invoice and signing the request for payment within three (3) business days of receiving the paperwork from CP&D via DocuSign.
13. The Property Owner promptly completes all Grant fund transactions by signing over the check processed by the City to the Paint Contractor as set forth herein regarding FBO (For the Benefit Of) payments within three (3) business days of the check's availability. CP&D has the Property Owner sign the check in person.

B. PROCESS

1. CP&D references the Residential Exterior Paint Program Spreadsheet to identify eligible Property Owners and sends each Property Owner an email to solicit their interest in participating.
2. If the Property Owner is interested in participating, CP&D sends an application via DocuSign. The Property Owner opens the application, signs it, and dates it by a predetermined deadline. Once the Property Owner completes this task, the document automatically returns to CP&D. CP&D accepts applications in the order received on a first-come, first-serve basis.

3. CP&D and the Paint Contractor will schedule a site visit with the Property Owner to create a current conditions report identifying significant repair items, scope of work, and paint colors.
4. A Property Owner requesting a color change discusses color options with their local paint suppliers, such as Sherwin-Williams, Benjamin Moore, or Behr. They may purchase test colors to create a final palette for submission to CP&D.
5. If required, CP&D schedules the Environmental Consultant to complete lead-based paint testing on each Property.
6. CP&D schedules a Zoom or in-person meeting with each Property Owner to review the legal documents: the paint proposal and scope of work, the guide to programs, the grant program agreement, tax liability, power of attorney, W9, temporary construction easements, significant repairs by the Property Owner, paint color finalization, payment process of Paint Contractor invoices that include a check and payment request form from the Property Owner.
7. If the Property Owner commits to the Program, CP&D sends the paint proposal and scope of work, guide to programs, and grant program agreement for their signature via DocuSign. Because a power of attorney, if required, and W9 require an original signature, the Property Owner signs this paperwork at CP&D. The Property Owner obtains a no-cost building permit if required by CP&D and completes the significant repairs identified in the Paint Proposal and scope of work by April 1. If needed, CP&D works with neighboring property owners to obtain temporary construction easement agreements, the Historic Preservation Consultant and Baseline Engineering for all color changes requiring an administratively approved certificate of architectural compatibility, and the Environmental Consultant for any required lead-based paint testing.
8. If colors change, the Property Owner provides the colors selected, and CP&D initiates an administratively approved certificate of architectural compatibility with the Historic Preservation Consultant. If the color change includes more than three (3) colors, the City Council reviews and approves the certificate for architectural compatibility.
9. CP&D finalizes the proposals with the Paint Contractor. If applicable, the Paint Contractor identifies his subcontractors. All subcontractor work requires a lien waiver with each pay application.
10. CP&D requests a resolution from the City Attorney, prepares the request for council action, and submits all information to the City Clerk for inclusion in the City Council packet for its first meeting in April.

11. The City Council reviews each application, guide to programs, grant program agreement, associated temporary construction easements, power of attorney, and the paint proposal and scope of work in the order received by CP&D. Each Application is approved, conditionally approved, or denied.
12. CP&D prepares a \$10.00 payment request and submits it to the Finance Department for each Grantor granting a Temporary Construction Easement to the City.
13. CP&D issues the notice to proceed to the paint contractor via email.
14. CP&D notifies the Property Owners by email if their Project is approved, conditionally approved, or denied by the City Council.
15. CP&D issues individual building permits to track each grant project. The Paint Contractor must complete the projects within two (2) months of the permit issue date. CP&D will inform the Property Owner if a no-cost building permit for significant repairs is required.
16. CP&D notifies each Property Owner to reconfirm the target start date. The Paint Contractor confirms with each Property Owner before mobilization.
17. The Property Owner or their power of attorney must be available during the Project and flexible with the proposed timeframe. The schedule is subject to change due to weather and project progress.
18. The Paint Contractor provides individual project drawdowns at least two (2) weeks before the estimated project start date to CP&D. CP&D obtains written approval from the Property Owner within (3) three business days of the Paint Contractor providing the samples.
19. The Paint Contractor uses high-quality products approved by the City.
20. The Paint Contractor follows all lead-based paint encapsulation standards to cover surfaces containing lead-based paint.
21. The Paint Contractor selects a sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed, and stands up to abrasion. Flat paint is not acceptable.
22. The Paint Contractor coats surfaces to include exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, vertical concrete, and select outbuildings approved by the City.

23. The Paint Contractor is accountable for and assumes all responsibility when painting in adverse conditions. The Paint Contractor schedules work when weather conditions are per the manufacturer's specifications and ensures the siding is dry from dew and frost before applying paint. Work ceases in time to allow the paint to dry before dew and frost form.
24. The Contractor gently washes structure exteriors to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence.
25. The Paint Contractor masks all areas requiring protection from overspray and takes into consideration any wind. During the Project, the Paint Contractor is responsible for material damaged by paint on surfaces such as brick, concrete, roofing, vehicles, landscaping, etc.
26. The Paint Contractor performs incidental repairs, scrapes, and sands all failing paint from the substrate, including peeling and bubbling areas. Patches and caulk all joints in exterior trim, including areas where wood joins siding, all other cracks, imperfections, windows, and small holes.
27. The Paint Contractor conceals all wood siding nail holes and resets any nails separating from the siding.
28. The Paint contractor preps and primes all exposed wood surfaces. The primer coat differs in color and applies at least one (1) coat primer.
29. The Paint Contractor, at a minimum, applies at least two (2) coats of the base coat paint per the manufacturer's recommendation and thickness.
30. If transitioning from a stain to paint, at a minimum, the Paint Contractor, at a minimum, applies per the manufacturer's recommendation with a minimum thickness of one (1) coat of primer and (2) coats of paint.
31. The Paint Contractor back-rolls all sprayed surfaces.
32. The Paint Contractor ensures, at a minimum, all stains are two (2) coats with a clear natural satin finish per the manufacturer's recommendation and thickness.
33. The Paint Contractor paints all doors and windows' top and bottom edges.
34. The Paint Contractor paints the bottom edges of all siding, corner stiles, shutters, and bay windows. Remove shutters before painting and reinstall.

35. The Paint Contractor paints all roof vents and flashing black or another specified color or leaves them raw per the Property Owner's preference. Mechanical vents located within the siding match the siding color.
36. The Paint Contractor excludes painting metal roofs.
37. The Paint Contractor ensures the job is free of runs, sags, cracking, and skips, with edges cut neatly.
38. The Property Owner inspects work from start to finish, immediately identifies issues, and shares this information with CP&D and the Paint Contractor.
39. The Property Owner provides the Paint Contractor access to the entire site and work area.
40. The Property Owner removes all items on and away from the structure, outbuildings, fences, decks, and porches.
41. The Property Owner keeps all pets out of the Paint Contractor's work area and removes all pet waste daily for the project's duration. The Paint Contractor is not permitted to bring animals on the site.
42. The Paint Contractor is responsible for trash removal, provides refuse collection containers, and keeps the site clean and debris-free, including cigarette butts, daily.
43. CP&D must review and approve all change orders from the approved paint proposal and scope of work before implementation. CP&D amends the grant program agreement to reflect the additional taxable income to the Property Owner. The amendment is approved, conditionally approved, or denied by the City Council.
44. The Property Owner, Paint Contractor, and CP&D attend onsite progress meetings as needed during the project's duration.
45. CP&D schedules a final inspection upon painting completion with the Property Owner and Paint Contractor to close the Project.
46. The Paint Contractor cleans the site upon substantial completion of work. All paint chips are captured and disposed of, areas are de-masked, and exterior windows are operable and paint-free.
47. The Paint Contractor leaves the Property Owner up to one (1) quart of each paint color, varnish, and stain for a touch-up and any warranty work. The Paint Contractor supplies the paint cans and marks each can, identifying the product. The Property Owner stores the products in a climate-controlled area.

Approved by Resolution 30-2024 on March 13, 2024

48. The Paint Contractor provides a one (1) year limited warranty from the date of substantial completion, covering all manufacturer's defects in the products and 100% of the workmanship, including cracking, peeling, fading, or chipping. Items not covered in the limited warranty include:
 - a. Acts of God that include such items as damage from fire or weather such as tornado, flooding, hail, or hurricane-force winds;
 - b. Repairs or damage caused by the Property Owner or Tenant after the job is complete;
 - c. Existing structural damage, layers of old and peeling paint, or other problems with the house that may cause a paint job to fail;
 - d. Product failure due to misuse or lack of proper maintenance by the Property Owner or Tenant;
 - e. The Property Owner or Tenant making significant product alterations affecting its performance.
49. The City releases a deposit at the start of the Project and the final payment after the substantial completion inspection and project closeout with the Property Owner. Subcontract work requires a lien waiver.
50. CP&D receives the Paint Contractor invoice, and the Property Owner signs the invoice and check and payment request form via DocuSign within three (3) business days of CP&D notification.
51. CP&D submits the check request form and invoice to the Finance Department for payment.
52. The Property Owner endorses the check, in person, for the benefit of the Paint Contractor within three (3) business days of CP&D notification.
53. CP&D sends the endorsed check to the Paint Contractor.
54. The Property Owner completes the substantial completion acknowledgment form.
55. CP&D closes the building permit, tracks, and schedules a 1-year limited warranty walk with the Paint Contractor and Property Owner.
56. The Finance Department sends the Property Owner a 1099G by January 31 of the following year.
57. CP&D sends the Property Owner the Federal and State tax liability reimbursement forms by January 31 of the following year.
58. The Property Owner completes the federal and state tax liability reimbursement forms and returns them to the Finance Department for the one-time first-round reimbursement.

Approved by Resolution 30-2024 on March 13, 2024

PROPERTY OWNER ACKNOWLEDGEMENT

I, Richard or Jeanne Lessner the Property Owner of the residential property addressed as
141 Marchant Street, Black Hawk, Colorado 80422

Black Hawk, Colorado, 80422, fully understand and agree to be bound by the terms and
conditions of the Residential Exterior Paint Program documents set forth below:

1. Apply to participate in the Residential Exterior Paint Program;
2. Read and comply with the Residential Exterior Paint Program Guide to Programs;
3. Acknowledge the federal and state tax liability reimbursement process;
4. Meet with CP&D and the Paint Contractor to create a scope of work, finalize paint colors,
and identify any substantial repairs;
5. Agree to be an active participant in the Project from start to finish or assign a power-of-
attorney because I am physically unable to be in Black Hawk for the entire project;
6. Apply for a no-cost building permit for significant repairs if required by CP&D;
7. Acknowledge invoices, complete and submit the check and payment reimbursement forms
within three (3) business days of invoice receipt;
8. Submit a completed W-9 form.

DocuSigned by:
By: Richard or Jeanne Lessner
21D395DD037B415...
Property Owner

Date: 4/2/2024

Approved by Resolution 30-2024 on March 13, 2024

EXHIBIT I

**RESIDENTIAL EXTERIOR PAINT PROGRAM
PROGRAM AGREEMENT**

Approved by Resolution 30-2024 on March 13, 2024



BLACK HAWK[®]

RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “***Agreement***”) is made as of the _____ day of _____, 2024, (the “***Effective Date***”) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the “***City***”) and

(the “***Property Owner***”), whose Residential Property address is:

_____.

RECITALS

- A.** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “***Residential Exterior Paint Program***”).
- B.** The Property Owner, who is the owner of a structure located at: _____, **Black Hawk, Colorado 80422**, (the “***Residential Property***”) submitted an application under the Exterior Paint Program.

AGREEMENT

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

1. Exterior Paint Grant.

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

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

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

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

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

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

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

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “**Project**”). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Grant by the City to begin the Project.
4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Grant shall be disbursed to the Property Owner upon satisfaction of:
 - 4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.
 - 4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City’s Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.
 - 4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.
 - 4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City’s Residential Exterior Paint Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

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

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

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

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

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

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

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

8. **Non-Transferable.** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.
9. **Notices.** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City:

**City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422
ATTN: Community Planning & Development**

If to the Property Owner:

**(Insert Name, Physical Address, Mailing
Address, and Email Address)**

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

10. Miscellaneous:

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

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

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

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: _____
Property Owner

EXHIBIT II

**RESIDENTIAL EXTERIOR PAINT PROGRAM
FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT – FORMS**

Approved by Resolution 30-2024 on March 13, 2024

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

RESIDENTIAL EXTERIOR PAINT PROGRAM GRANT YEAR 2024

CHECK AND PAYMENT REQUEST FORM

FEDERAL AND STATE TAX LIABILITY REIMBURSEMENT

Property Street Address: _____

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

Mailing Address: _____

Telephone No.: _____

Check Payable To: _____

Tax Liability Grant Amount: \$ _____

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

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

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

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

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

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

Owner's Signature: _____
Signature

Date

Approved by Resolution 30-2024 on March 13, 2024

**INCOME TAX LIABILITY REIMBURSEMENT
TAX YEAR 2024**

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

Dear Sir or Madam:

I have completed my **Federal and State Tax Returns for Tax Year 2024**, and I am requesting the City of Black Hawk issue a check to cover my total **Federal Income Tax Liability** for receipt of the exterior residential property painting grant for my property located at _____ in the amount of \$ _____.

I certify that for the **Federal Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____ and my tax liability would have been \$ _____ without reporting the grant.

AND

I certify that I will **NOT** submit an application for the Colorado Historical Preservation Income Tax Credit. I certify that for the **State Income Tax Return** filed for **Tax Year 2024**, my tax liability is \$ _____. My tax liability would have been \$ _____ without reporting the grant.

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

Sincerely,

Owner's Signature

Date

Approved by Resolution 30-2024 on March 13, 2024

RESOLUTION 36-2024
A RESOLUTION AMENDING
THE POLICY REGARDING
CITIZEN COMMENTS AT
CITY COUNCIL MEETINGS

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 36-2024

**TITLE: A RESOLUTION AMENDING THE POLICY REGARDING CITIZEN
COMMENTS AT CITY COUNCIL MEETINGS**

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

Section 1. The City Council hereby amends the Policy Regarding Citizen Comments
at City Council Meetings, attached hereto as **Exhibit A**, and incorporated herein by this reference.

RESOLVED AND PASSED this 10th day of April, 2024.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk



“EXHIBIT A”
CITY OF BLACK HAWK
POLICY REGARDING CITIZEN COMMENTS
AT CITY COUNCIL MEETINGS

1. PUBLIC COMMENTS REGARDING MATTERS NOT ON THE AGENDA

Citizen comments regarding any matter not on the agenda will be allowed during the designated time on the agenda and may be disallowed at other times during the meeting.

Those wishing to address the City Council must print their names on the sign-in sheet and will be allowed a three-minute presentation per speaker. Citizens who have signed in may delegate their time to another speaker to comment on their behalf.

The Mayor or presiding officer may limit the total time for citizen comments based on the length of an agenda. In such cases, comments will be received on a first-come, first-served basis during the available time.

Large posters or signs, sound effects, audio/visual presentation equipment, or other disruptive or distracting materials may be prohibited. Handouts are encouraged to be in 8.5 x 11 format.

If a topic you wish to address is scheduled as an agenda item for a formal City Council meeting, we ask that you reserve your remarks for that specific date and time.

2. PUBLIC COMMENTS GENERALLY, INCLUDING MATTERS ON THE AGENDA

Please state your name and address for the record.

Comments should be statements, not questions. The Council may or may not respond.

Comments should be directed to the City Council and not to individual members of the public.

Presenters are urged to (1) state their concern/issue, (2) list possible solutions, and (3), if you have a handout, provide all copies for all members of the Council, the City Manager, and the City Clerk.

Respect the need for civility for effective public discussion of issues.

Focus your comments on relevant facts and your point of view.

Defamatory or abusive remarks, shouting, threats of violence, or profanity are **OUT OF ORDER** and will not be tolerated.

Citizens wishing to address the Council should dress appropriately. No shirt, no shoes, no service.

The Mayor or presiding officer has the authority to apply the “three-minute” rule stated above at public hearings if a large number of speakers wish to present comments.

Persons violating these policies may be asked to terminate their comments. In the event of repeated violations or refusal to abide by these policies or directives, the Mayor or presiding officer has the authority to direct a peace officer to remove the individual from the Council Chambers.

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Resolution Amending the Policy Regarding Citizen Comments at City Council Meetings

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

MOTION TO APPROVE Resolution 36-2024, A Resolution Approving a Policy Regarding Citizen Comments at City Council Meetings

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Amending the approved policy governing the Public Comments at Black Hawk Council meetings reducing the comment time from five (5) minutes to three (3) minutes.

AGENDA DATE: April 10, 2024

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

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

DOCUMENTS ATTACHED: Draft Amended Public Comment Policy

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:

REVIEWED BY:



Melissa A. Greiner, CMC
City Clerk



Stephen N. Cole, Acting City Manager

**LOCAL LIQUOR
AUTHORITY
CONSIDERATION OF A
REQUEST FOR A NEW
TAVERN LIQUOR
LICENSE FOR PINNACLE
MLS, LLC DBA
AMERISTAR BEER
GARDEN AT 100 RICHMAN
STREET, TO SET THE
BOUNDARIES OF THE
NEIGHBORHOOD AND
SET A DATE FOR PUBLIC
HEARING**

Colorado Liquor Retail License Application

RECEIVED

APR 03 2024

CITY OF BLACK HAWK
Liquor Enforcement Office
Date
Uploaded to
MoveIt on

* Note that the Division will not accept cash ☒ Paid by check ☐ Paid online

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other
☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
Pinnacle MLS, LLC FEIN Number
20-1290693

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
Ameristar Beer Garden 04192784-0001 720-946-4202

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
100 Richman Street

City County State ZIP Code
Black Hawk Gilpin CO 80422

4. Mailing Address (Number and Street) City or Town State ZIP Code
PO Box 45 Black Hawk CO 80422

5. Email Address
veronica.forrest@pennentertainment.com

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
N/A - New License			

Section A Nonrefundable Application Fees*

- ☐ Application Fee for New License.....\$1,100.00
☒ Application Fee for New License w/Concurrent Review.....\$1,200.00
☐ Application Fee for Transfer.....\$1,100.00

Section B Liquor License Fees*

- ☐ Add Optional Premises to H & R.....\$100.00 X _____ Total _____
☐ Add Related Facility to Resort Complex \$75.00 X _____ Total _____
☐ Add Sidewalk Service Area.....\$75.00
☐ Arts License (City).....\$308.75
☐ Arts License (County).....\$308.75
☐ Beer and Wine License (City).....\$351.25
☐ Beer and Wine License (County).....\$436.25
☐ Brew Pub License (City).....\$750.00
☐ Brew Pub License (County).....\$750.00
☐ Campus Liquor Complex (City).....\$500.00
☐ Campus Liquor Complex (County).....\$500.00
☐ Campus Liquor Complex (State).....\$500.00
☐ Club License (City).....\$308.75
☐ Club License (County).....\$308.75
☐ Distillery Pub License (City).....\$750.00
☐ Distillery Pub License (County).....\$750.00
☐ Hotel and Restaurant License (City).....\$500.00
☐ Hotel and Restaurant License (County).....\$500.00
☐ Hotel and Restaurant License w/one opt premises (City).....\$600.00
☐ Hotel and Restaurant License w/one opt premises (County).....\$600.00
☐ Liquor-Licensed Drugstore (City).....\$227.50

Section B (Cont.) Liquor License Fees*

- ☐ Liquor-Licensed Drugstore (County).....\$312.50
☐ Lodging & Entertainment - L&E (City).....\$500.00
☐ Lodging & Entertainment - L&E (County).....\$500.00
☐ Manager Registration - H & R.....\$30.00
☐ Manager Registration - Tavern.....\$30.00
☐ Manager Registration - Lodging & Entertainment.....\$30.00
☐ Manager Registration - Campus Liquor Complex.....\$30.00
☐ Optional Premises License (City).....\$500.00
☐ Optional Premises License (County).....\$500.00
☐ Racetrack License (City).....\$500.00
☐ Racetrack License (County).....\$500.00
☐ Resort Complex License (City).....\$500.00
☐ Resort Complex License (County).....\$500.00
☐ Related Facility - Campus Liquor Complex (City).....\$160.00
☐ Related Facility - Campus Liquor Complex (County).....\$160.00
☐ Related Facility - Campus Liquor Complex (State).....\$160.00
☐ Retail Gaming Tavern License (City).....\$500.00
☐ Retail Gaming Tavern License (County).....\$500.00
☐ Retail Liquor Store License-Additional (City).....\$227.50
☐ Retail Liquor Store License-Additional (County).....\$312.50
☐ Retail Liquor Store (City).....\$227.50
☐ Retail Liquor Store (County).....\$312.50
☒ Tavern License (City).....\$500.00
☐ Tavern License (County).....\$500.00
☐ Vintners Restaurant License (City).....\$750.00
☐ Vintners Restaurant License (County).....\$750.00

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure.

All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. Questions? Visit: SBG.Colorado.gov/Liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed <input checked="" type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8½" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input checked="" type="checkbox"/> A. Certificate of Incorporation <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of Organization <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$30.00 fee <input checked="" type="checkbox"/> B. If owner is managing, no fee required

Name Pinnacle, MLS, LLC	Type of License Tavern	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
		or		
Waiver by local ordinance?		<input type="checkbox"/> <input type="checkbox"/>		
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input type="checkbox"/>		
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
b. Are you a Colorado resident?		<input type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input checked="" type="checkbox"/> <input type="checkbox"/>		
		Please see attached		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord Gold Merger Sub, LLC	Tenant Pinnacle, MLS, LLC	Expires 4/30/2026		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name N/A	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				
Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input type="checkbox"/>				
Number of additional Optional Premise areas requested. (See license fee chart) _____				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				

Name Pinnacle, MLS, LLC	Type of License Tavern	Account Number
-----------------------------------	----------------------------------	----------------

19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ Yes ☐ No
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation Yes No

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ Yes ☐ No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ Yes ☐ No

c. How long has the club been incorporated? ☐ Yes ☐ No

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ Yes ☐ No

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☐ Yes ☐ No

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education? ☐ Yes ☐ No

b. Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ Yes ☐ No
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager Chamberlin	First Name of Manager Erin
---	--------------------------------------

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No
☒ Yes ☐ No

25. Related Facility - Campus Liquor Complex applicants answer the following: ☐ Yes ☐ No

a. Is the related facility located within the boundaries of the Campus Liquor Complex?
If yes, please provide a map of the geographical location within the Campus Liquor Complex.
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
----------------------	-----------------------

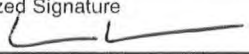
26. Tax Information. Yes No

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
Jay A Snowden	Please refer to ind. Form DR 8404-I		President	0
Christopher Rogers	Please refer to ind. Form DR 8404-I		Secretary	0
Erin Chamberlin	Please refer to ind. Form DR 8404-I		Regional VP	0

Name Pinnacle, MLS, LLC	Type of License Tavern	Account Number
<p>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</p> <p>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</p> <p>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</p> <p><input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.</p>		
Oath Of Applicant I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature 	Printed Name and Title Erin Chamberlin, Regional VP	Date 4-3-24
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority April 3, 2024	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) May 22, 2024	
For Transfer Applications Only - Is the license being transferred valid?		Yes No <input type="checkbox"/> <input type="checkbox"/>
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been: <input checked="" type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license (Check One) <input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?		Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?		<input type="checkbox"/> <input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?		<input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for City of Black Hawk	Telephone Number 303-582-2221	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date

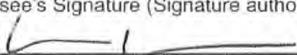
Tax Check Authorization, Waiver, and Request to Release Information

I, Erin Chamberlin am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Pinnacle, MLS, LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)		Social Security Number/Tax Identification Number	
Pinnacle, MLS, LLC		20-1290693	
Address			
111 Richman Street			
City		State	Zip
Black Hawk		CO	80422
Home Phone Number		Business/Work Phone Number	
		720-946-4000	
Printed name of person signing on behalf of the Applicant/Licensee			
Erin Chamberlin			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)			Date signed
			4-3-2024

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

STATE
COLORADO

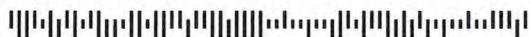
**Must collect
taxes for:**
**SALES TAX
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
04192784-0001	60-0004-001	C	052424			Mar	27	24	2025

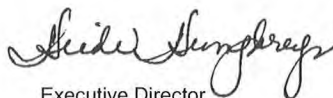
THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: BEER GARDEN

100 RICHMAN STREET BLACK HAWK CO 80422

**THIS LICENSE IS NOT
TRANSFERABLE**



AMERISTAR CASINO LLC
ATTN: TAX DEPT
PO BOX 45 111 RICHMAN ST
BLACK HAWK CO 80422-0045


Executive Director
Department of Revenue

▲ **Detach Here** ▲
IMPORTANT INFORMATION

Letter Id: L1869843216

Now that you have your license, here's what you need to know:

- Use the letter ID above and go to **Colorado.gov/RevenueOnline** to set up your online access, manage your account, file electronic returns and submit payments. **Paper returns will NOT be mailed to you.**
- Both your sales tax return **AND** payments are due by the 20th day of the month following the end date of the reporting period in order to avoid any penalty and/or interest. Be sure you know what your filing frequency is in order to avoid missing due dates.
 - *Monthly filer* due dates: On the 20th day of the month following the reporting period end date.
 - *Quarterly filer* due dates: April 20th, July 20th, October 20th and January 20th.
 - *Annual filer* due dates: January 20th following the reporting period end date.
- If no sales were made during the reporting period, you are **still** required to file a return to report zero sales were made during the reporting period. Otherwise, the Department of Revenue will assess a non-filer estimate for tax.
- All licensed retailers are required to collect and remit all state-collected sales taxes based on the location where their products are delivered.
- State law requires you to collect sales tax from your customers solely for the purpose of remitting those taxes to the Colorado Department of Revenue. Businesses are entrusted with collecting and remitting taxes that belong to the State of Colorado and local jurisdictions.
- Your Colorado Sales Tax License must be displayed in a conspicuous place at your physical location.
- Your license must be renewed and the renewal fee paid at the end of the license period ending December 31 of odd-numbered years in order to maintain a valid license. Failure to renew your license will invalidate your license, but it won't automatically close your account. In order to close your account and cease any future liability, you must file form DR 1102 with the Department of Revenue.
- Having a Colorado Sales Tax License gives you the privilege to purchase non-taxable items-for-resale. Items that you consume in the course of your business are not included in this privilege.

We strongly recommend that you set up your Revenue Online account as soon as possible in order to remain compliant.

If you have any questions regarding sales tax in Colorado, then please visit our website Colorado.gov/tax and click on "Education and Legal Research" for helpful FYIs, Regulations, Letter Rulings and Statutes. While there, you can also sign up for free Public Sales Tax Classes.

Thank you for registering with the Colorado Department of Revenue.



RECEIVED

By mgreiner at 1:47 pm, 3/7/24

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE****LIQUOR ENFORCEMENT DIVISION**1707 Cole Blvd, Suite 300
Lakewood, CO 80401**AMERISTAR CASINO BLACK HAWK LLC
dba AMERISTAR CASINO BLACK HAWK
111 RICHMAN ST
Black Hawk CO 80422****ALCOHOL BEVERAGE LICENSE**

Liquor License Number

41-92784-0001

License Expires at Midnight

January 09, 2025

License Type

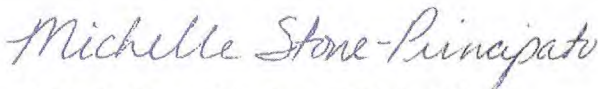
HOTEL & RESTAURANT (CITY)

Authorized Beverages

MALT, VINOUS AND SPIRITUOUS LIQUOR

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 12/26/2023 MH



Michelle Stone-Principato, Division Director



Heidi Humphreys, Interim Executive Director

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

RECEIVED

By mgreiner at 1:48 pm, 3/7/24

THIS LICENSE EXPIRES JANUARY 9, 2025

RENEWAL

STATE OF COLORADO

FEE: \$175.00

CITY OF BLACK HAWK

RETAIL LIQUOR LICENSE

FOR: _____ **HOTEL/RESTAURANT**

TO SELL AT RETAIL _____ **MALT, VINOUS & SPIRITUOUS** _____ **LIQUORS**

This is to Certify, that the Ameristar Casino Black Hawk, LLC dba Ameristar Casino Black Hawk of the State of Colorado, having applied for a License to sell Malt, Vinous, and Spirituous Liquors, and having paid to the City Treasurer the renewal sum of one hundred seventy-five dollars (\$175.00) therefore, the above applicant is hereby licensed to sell Malt, Vinous, and Spirituous Liquors for consumption on the premises as Hotel/Restaurant at 111 Richman Street in the City of Black Hawk, Colorado for a period beginning on the 10th day of January 2024, and ending on the 9th day of January 2025, unless this License is revoked sooner as provided by law. This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 3 and 4 of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City aforesaid, insofar as the same may be applicable.

IN TESTIMONY WHEREOF, The City Council has hereunto subscribed its name by its officers duly authorized this 27th day of December, 2023.

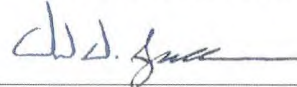
ATTEST:



Melissa A. Greiner, CMC, City Clerk



**THE CITY COUNCIL OF THE CITY OF
BLACK HAWK, COLORADO**



David D. Spellman, Mayor

RECEIVED

mmgreiner at 1:50 pm, 3/7/24

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE****LIQUOR ENFORCEMENT DIVISION**1707 Cole Blvd, Suite 300
Lakewood, CO 80401**AMERISTAR LAKE CHARLES HOLDINGS LLC
dba ALTITUDE BAR
111 RICHMAN STREET SUITE A
Black Hawk CO 80422****ALCOHOL BEVERAGE LICENSE**

Liquor License Number 03-05843	License Expires at Midnight January 14, 2025
License Type TAVERN (CITY)	
Authorized Beverages MALT, VINOUS AND SPIRITUOUS LIQUOR	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Articles 4, 3, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1707 Cole Blvd, Suite 300 Lakewood, CO 80401.

In testimony whereof, I have hereunto set my hand. 12/26/2023 MH



Michelle Stone-Principato, Division Director



Heidi Humphreys, Interim Executive Director

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

RECEIVED

By mgreiner at 1:47 pm, 3/7/24

THIS LICENSE EXPIRES JANUARY 14, 2025

RENEWAL

STATE OF COLORADO

FEE: \$175.00

CITY OF BLACK HAWK

RETAIL LIQUOR LICENSE

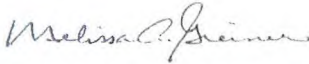
FOR: _____ TAVERN _____

TO SELL AT RETAIL _____ MALT, VINOUS & SPIRITUOUS _____ LIQUOR _____

This is to Certify, that Ameristar Lake Charles Holdings LLC dba Altitude Bar of the State of Colorado, having applied for a License to sell Malt, Vinous, and Spirituous Liquors, and having paid to the City Treasurer the renewal sum of one hundred seventy-five dollars (\$175.00), therefore, the above applicant is hereby licensed to sell Malt, Vinous, and Spirituous Liquors for consumption on the premises as Tavern at 111 Richman Street, Suite A in the City of Black Hawk, Colorado for a period beginning on the 15th day of January 2024, and ending on the 14th day of January 2025, unless this License is revoked sooner as provided by law. This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 3 and 4 of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City aforesaid insofar as the same may be applicable.

IN TESTIMONY WHEREOF, The City Council has hereunto subscribed its name by its officers duly authorized this 27th day of December, 2023.

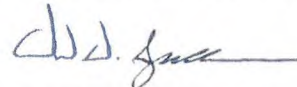
ATTEST:



Melissa A. Greiner, CMC, City Clerk



THE CITY COUNCIL OF THE CITY OF
BLACK HAWK, COLORADO



David D. Spellman, Mayor

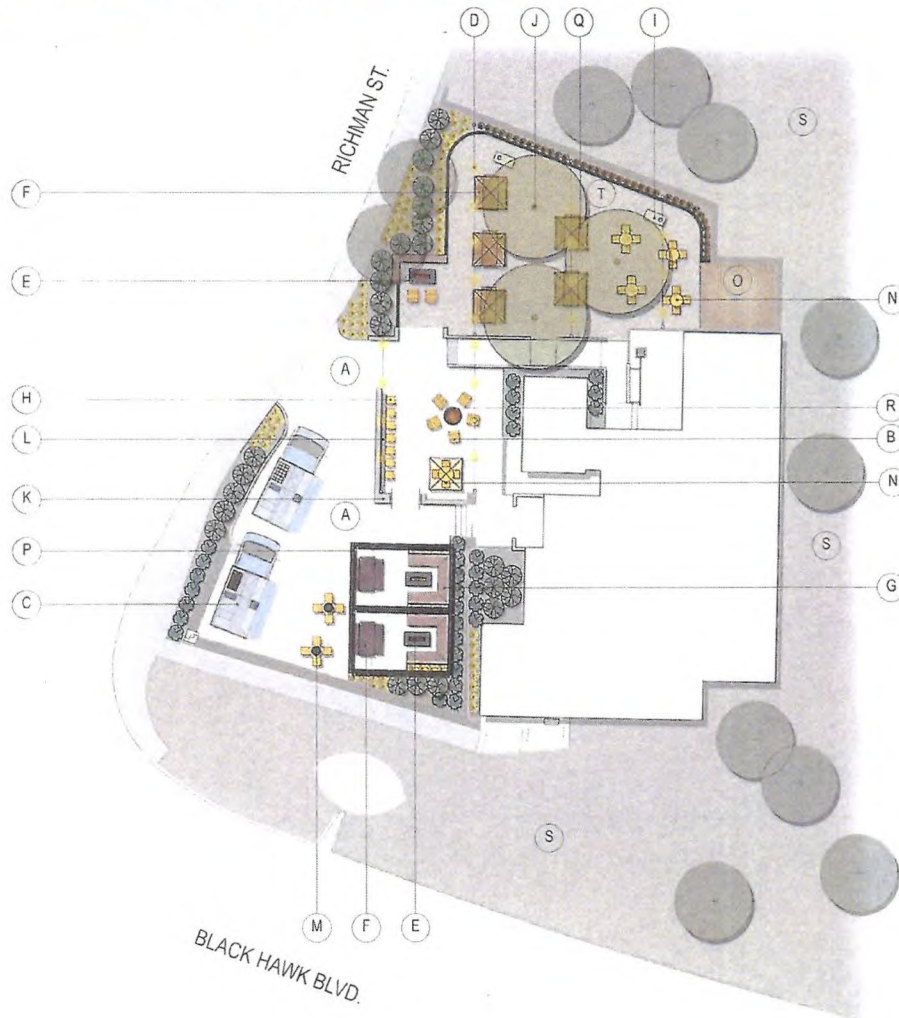
RECEIVED

MAR 19 2024

Ameristar Casino Black Hawk Current Liquor Licenses City of Black Hawk
Administrative Services

Liquor License Name	Liquor License Type	Liquor License Number	Expiration
Ameristar Liquor License	Hotel & Restaurant	41-92784-0001	January 9 th , 2025
Altitude Bar Liquor License	Tavern	03-05843	January 14 th , 2025

RICHMAN BEER GARDEN CONCEPT



KEY:

- (A) COLORED CONCRETE PAVING
- (B) ADIRONDACK CHAIRS
- (C) FOOD TRUCKS
- (D) BISTRO LIGHTING
- (E) RECTANGULAR FIRE PIT
- (F) PICNIC TABLE
- (G) CUSTOM WOOD LOUNGE
- (H) BAR STOOLS
- (I) CORN HOLE BOARDS
- (J) DECIDUOUS SHADE TREE
- (K) STONE VENEER RETAINING WALL
- (L) HIGH TOP BAR
- (M) WHISKEY BARREL TABLE
- (N) MOVABLE TABLES & CHAIRS
- (O) SYNTHETIC WOOD DECK
- (P) SHADE STRUCTURE
- (Q) UMBRELLA
- (R) CIRCULAR FIRE PIT
- (S) EXISTING LANDSCAPE
- (T) CRUSHER FINES

PREPARED FOR:
AMERISTAR CASINO RESORT & SPA BLACK HAWK

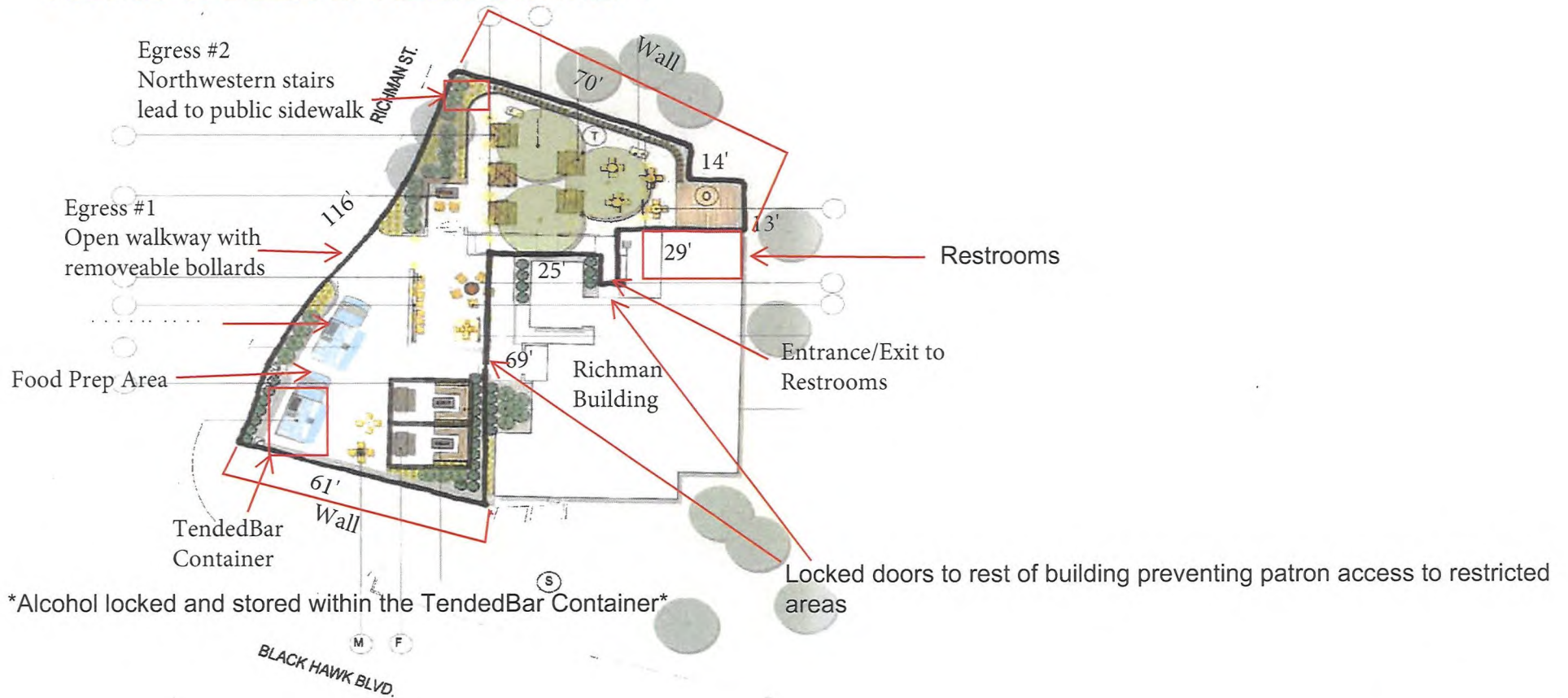
SITE PLAN CONCEPT

RICHMAN BEER GARDEN
BLACK HAWK CO. 801/22



Signage will be posted at all entrances/exits and restroom area indicating that no alcoholic beverages are allowed beyond the beer garden area.

RICHMAN BEER GARDEN CONCEPT



PREPARED FOR:
AMERISTAR CASINO RESORT & SPA BLACK HAWK
FEBRUARY 10, 2012

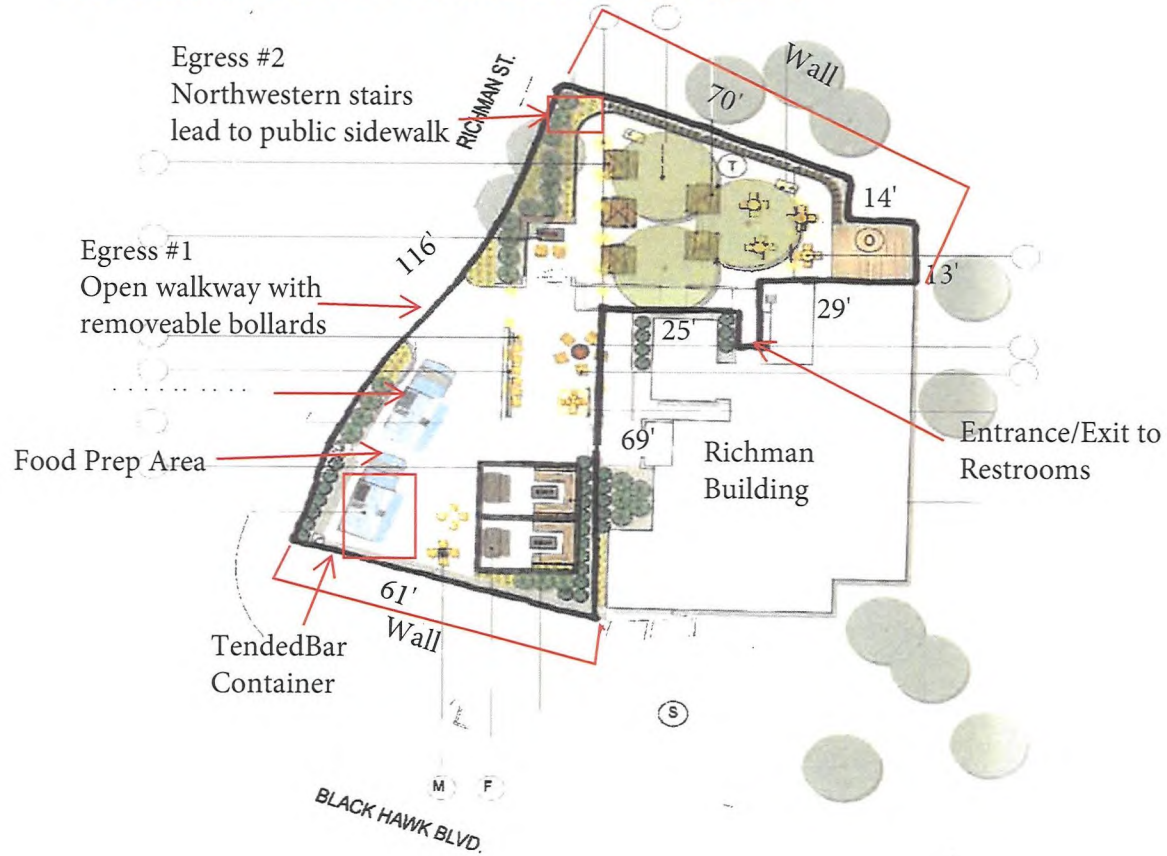
SITE PLAN CONCEPT

RICHMAN BEER GARDEN
BLACK HAWK, CO. 80419

RECEIVED

By mgreiner at 1:48 pm, 3/7/24

RICHMAN BEER GARDEN CONCEPT



PREPARED FOR:
AMERISTAR CASINO RESORT & SPA BLACK HAWK
FEBRUARY 10

SITE PLAN CONCEPT

RICHMAN BEER GARDEN
BLACK HAWK

