



REGULAR MEETING AGENDA

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

April 27, 2022

ELECTED OFFICIAL TRAINING

2:30 p.m.

REGULAR MEETING

Immediately following Elected Official 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. EMPLOYEE
INTRODUCTION: Carrie Brubaker, HR Generalist
6. PRESENTATION: Colorado Mountain Bike Association (COMBA)
7. PUBLIC COMMENT: *Please limit comments to 5 minutes*
8. APPROVAL OF MINUTES: April 13, 2022
9. PUBLIC HEARINGS:
 - A. CB6, An Ordinance Repealing Section 8-111 of the City of Black Hawk Municipal Code
 - B. CB7, An Ordinance Amending Section 6-78 of the Black Hawk Municipal Code Relating to Festival Permits
 - C. CB8, An Ordinance Amending Section 4-192(b)(25) of the Black Hawk Municipal Code Regarding Occupational Taxes for Liquor-Licensed Establishments
 - D. CB9, An Ordinance Approving the FTA Section 5311 American Rescue Plan (ARP) Act Grant Administered by Colorado Department of Transportation, Division of Transit and Rail with the City of Black Hawk dba Black Hawk and Central City Tramway in an Amount not to Exceed \$166,039.00
 - E. Resolution 27-2022, A Resolution Conditionally Approving a Certificate of Architectural Compatibility for the Gregory Street Comprehensive Sign Plan Amendment
 - F. Resolution 28-2022, A Resolution Conditionally Approving a Certificate of Architectural Compatibility for an Amendment to the Comprehensive Sign Plan for the Isle Horseshoe Casino and Hotel
10. ACTION ITEMS:
 - A. Resolution 29-2022, A Resolution Approving an Agreement for Professional Services Between the City of Black Hawk and Independent Painting
 - B. Resolution 30-2022, A Resolution Approving a Change Order on a Time and Materials Basis with Grapes and Sons for Stacking Boulder Retaining Walls and Hydroseeding Slopes in the Amount Not to Exceed \$134,320.75
 - C. Resolution 31-2022, A Resolution Approving the General License Between the City of Black Hawk, Colorado and the Gregory Street Hard District Business Marketing Association

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

- D. Resolution 32-2022, A Resolution Approving the 2022-2023 Contract with Delta Dental in the Estimated Amount of \$118,938 for Group Dental Insurance
- E. Resolution 33-2022, A Resolution Approving the 2022-2023 Contract with Kaiser Permanente in the Estimated Amount of \$1,004,978 for Group Health Insurance
- F. Resolution 34-2022, A Resolution Approving the First Amendment to Commercial Lease with JKQ Consolidated, LLC for the Property Located at 200 Gregory Street, Black Hawk, Colorado

11. CITY MANAGER REPORTS: Announcement of Award

12. CITY ATTORNEY:

13. EXECUTIVE SESSION:

Executive Session 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) regarding potential legislation, and to instruct negotiators regarding City-owned land on Gregory Hill, the Gregory Street HARD District, and other City-owned property, pursuant to C.R.S § 24-6-402(4)(e).

14. ADJOURNMENT:

MISSION STATEMENT

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



City of Black Hawk New Employee Introduction



Carrie Brubaker
Human Resource Generalist

Prior to joining the City of Black Hawk, I was the HR Supervisor/Generalist at Eldora Mountain Resort. During my time at Eldora, I helped the company recruit, retain, and improve the overall employee morale. In addition to my primary job functions, I was recognized by Eldora for my extraordinary commitment to hiring over 600 workers each Winter Season.

I grew up in the area and graduated from Nederland High School. I played Basketball, Volleyball, and Soccer throughout my high school career. I also rode horses and completed nearly the entire Colorado Trail on horseback. After graduating high school, I moved to Durango to attend Fort Lewis College. I moved back to Black Hawk in 2009 and haven't left since. I have two young boys that attend Gilpin Elementary School: they are seven, and five, and full of energy! They love to ski, ride bikes, hunt for rocks, and they love science experiments.

When I'm not keeping busy with the boys, you can find me outside with the dogs! We have 2 dogs, 1 cat, and 2 fish. I love the warm weather, hiking, camping, snowboarding, and spending time on the water. I have also started creating macramé hangers and wall art in my free time.

I can't wait to meet you all and make a lasting career here. Please stop in and say hello, I look forward to meeting you!

~ Carrie Brubaker



**City of Black Hawk
City Council**

April 13, 2022

MEETING MINUTES

Municipal Judge Ronald Carlson 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, April 13, 2022, at 3:00 p.m.

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

Staff Present: City Attorney Hoffmann, City Manager Cole, Police Chief Moriarty, Finance Director Hillis, City Engineer Reed, Community Planning & Development Director Linker, Baseline Consultant Harris, and Deputy City Clerk Martin.

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

3. **AGENDA CHANGES:** Deputy City Clerk Martin noted that Action Item C, Resolution 26-2022 was added to the agenda.

4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. City Council noted no conflicts.

City Attorney Hoffmann asked the audience if there were any objections to any member of the Council voting on any issue on the agenda this afternoon. There were no objections noted.

5. **SWEARING IN OF INCUMBENTS:** Judge Carlson was present to perform the swearing-in ceremony for Aldermen incumbents Linda Armbright, Jim Johnson, and Hal Midcap.

6. EXECUTIVE
SESSION:

City Attorney Hoffmann recommended item number 2 only for Executive Session regarding the City's Trademarks and City land use issues.

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:03 p.m. to hold a conference with the City's attorney to receive legal advice on specific legal questions pursuant to C.R.S. § 24-6-402(4)(b).

MOTION PASSED

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

**MOTION TO
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 3:13 p.m.

MOTION PASSED

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

Mayor Spellman reconvened back into the regular open session at 3:13 p.m.

7. PUBLIC COMMENT:

Deputy City Clerk Martin announced that Brian Watts signed up to speak.

Mr. Watts, owner and CEO of the Rick Thomas Distillery at 830 Miners Road, provided an update on the distillery. He explained that construction delays and equipment lead time issues were the biggest challenges. If everything goes well, he said, they expect to be in production by September 1, give or take 15 days. He said when they get a firm opening date, they will invite everyone for a grand opening with an initial sip of the new product. They will have a second line of spirits for vodka and whiskey to release to the local market under a separate label. He thanked City Manager Cole and his staff and said they have been excellent to work with. He said he had worked on construction projects in many different states, and this has been, by far, the best process he's gone through. They plan to have a tasting room but probably not for the first two years wanting to wait until the product comes out of the barrels. Everyone was pleased with the updates.

8. APPROVAL OF
MINUTES:

March 23, 2022

**MOTION TO
APPROVE**

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

MOTION PASSED

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

9. PUBLIC HEARINGS:

A. Resolution 22-2022, A Resolution Amending the City of Black Hawk 2021 Budget

B. Resolution 23-2022, A Resolution Amending the City of Black Hawk 2022 Budget

Mayor Spellman read the titles and opened the public hearings.

Finance Director Hillis introduced these items. He explained that the 2021 amendments included several number of capital projects carried over into 2022, and the 2022 amendment was for the water fund.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on Resolution 22-2022, a Resolution amending the City of Black Hawk 2021 Budget, and Resolution 23-2022, a Resolution amending the City of Black Hawk 2022 Budget open and invited anyone wanting to address the Board either “for” or “against” the proposed Resolutions to come forward.

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

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 22-2022, a Resolution amending the City of Black Hawk 2021 Budget.

MOTION PASSED

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

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 23-2022, a Resolution amending the City of Black Hawk 2022 Budget.

MOTION PASSED

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

C. Local Liquor License Authority Consideration of a New Hotel & Restaurant Liquor License for JKQ Consolidated, LLC dba JKQ BBQ & Grill at 200 Gregory Street

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann provided the purpose of the hearing and explained the Council's role in acting as the Local Liquor Licensing Authority to determine if the applicant is eligible to hold this license and if there is a need for this type of license in the neighborhood.

The applicant and managing member of JKQ Consolidated, LLC at 200 Gregory Street, Kara Tinucci, introduced herself for the record and shared her signature-gathering experience for the petitions. She said that the residents she spoke to were excited to have a place in the City for dinner with the kids, and the businesses were excited for their employees to have another option for lunch and potential happy hour. She said the response from the community was very supportive, with only one person choosing not to sign the petition. She explained how she conducted the petition and confirmed that she submitted the petition to the City Clerk's office. City Attorney Hoffmann requested the petitions be an exhibit and admitted as part of the record. When asked, Mrs. Tinucci replied they hoped for a May 1st opening day as there were some delays with electrical issues.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on the Local Liquor Authority consideration of a New Hotel & Restaurant Liquor License for JKQ Consolidated LLC dba JKQ BBQ & Grill at 200 Gregory Street open and invited anyone wanting to address the Board either "for" or "against" the proposed Hotel & Restaurant Liquor License to come forward.

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

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve the new Hotel & Restaurant Liquor License for JKQ Consolidated, LLC dba JKQ BBQ & Grill at 200 Gregory Street.

MOTION PASSED

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

10. ACTION ITEMS:

A. Resolution 24-2022, A Resolution Approving an Exemption Plat for Black Hawk Park, Exemption No. 1 Final Plat

Mayor Spellman read the title.

Baseline Engineering Consultant Harris introduced this item related to Lot 7 of the Black Hawk Park Final Plat subdivision.

**MOTION TO
APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 24-2022, a Resolution approving an Exemption Plat for Black Hawk Park, Exemption No. 1 Final Plat.

MOTION PASSED

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

B. Resolution 25-2022, A Resolution Approving a Trademark License Agreement with the Gregory Street Hard District Business Marketing Association

Mayor Spellman read the title.

City Manager Cole explained that this approval would streamline the review process for the Gregory Street businesses to access our Trademark images and apply through the association to use the images, which would ultimately get funneled through the City Manager for final review and approval.

**MOTION TO
APPROVE**

Alderman Armbricht **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 25-2022, a Resolution approving a Trademark License Agreement with the Gregory Street Hard District Business Marketing Association.

MOTION PASSED

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

C. Resolution 26-2022, A Resolution Approving the Contract to Buy and Sell Real Estate (Land) Between the City as Buyer and Eagle Property, LLC as Seller

Mayor Spellman read the title.

City Manager Cole described the purchase of four parcels from Eagle Property, LLC. The parcels are located at 7501 Black Hawk Blvd. and consist of the Smith Lode 502, Mill Site 12, Mill Site 13, and an easement on Mill Site 13. The purchase price is \$250,000 plus any closing costs that may incur. City Attorney Hoffmann noted the schedule included in the contract would move quickly, and closing will be within 30 days from today.

**MOTION TO
APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 26-2022, a Resolution approving the Contract to Buy and Sell Real Estate (land) between the City as buyer and Eagle Property, LLC as seller.

MOTION PASSED

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

**11. CITY MANAGER
REPORTS:**

City Manager Cole had nothing to report.

12. CITY ATTORNEY:

City Attorney Hoffmann shared a discussion down at the legislature related to Fentanyl and that it is still ongoing. He said Police Chief Moriarty is very interested in this as there are a lot of impacts on reduced penalties for drug offenses here in Black Hawk. He said he was monitoring the situation and commented that it definitely affects the gaming experience.

**13. EXECUTIVE
SESSION:**

City Attorney Hoffmann recommended items number 2 and 5 only for Executive Session and the specific legal issues related to recreational facilities for the City of Black Hawk and potential legislature.

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

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

MOTION PASSED

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

**MOTION TO
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 4:35 p.m.

MOTION PASSED

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

14. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 4:35 p.m.

Michele. Martin, CMC
Deputy City Clerk

David D. Spellman
Mayor

**COUNCIL BILL 6
ORDINANCE 2022-6
AN ORDINANCE
REPEALING SECTION 8-
111 OF THE CITY OF
BLACK HAWK
MUNICIPAL CODE**

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

COUNCIL BILL NUMBER: CB6

ORDINANCE NUMBER: 2022-6

**TITLE: AN ORDINANCE REPEALING SECTION 8-111 OF THE CITY OF
 BLACK HAWK MUNICIPAL CODE**

WHEREAS, the City Council of the City of Black Hawk originally adopted Section 8-111 of the City of Black Hawk Municipal Code based on traffic safety concerns related to the interaction between bicycles and motor vehicles on the City's narrow mountain roads;

WHEREAS, based on changed circumstances since the original adoption of Section 8-111, the City desires to repeal Section 8-111, while continuing to evaluate safety concerns following such repeal, including whether unlimited bicycle traffic on such narrow mountain roads creates public safety concerns, including, but not limited to, increased accidents and/or congestion on such roads.

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

Section 1. Section 8-111 of the City of Black Hawk Municipal Code is hereby repealed.

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

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

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

READ, PASSED AND ORDERED POSTED this 27th day of April, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Recommendation for the City of Black Hawk to repeal Section 8-111 of the Black Hawk Municipal Code.

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

MOTION TO APPROVE *CB6, an Ordinance repealing Section 8-111 of the City of Black Hawk Municipal Code*

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City Council originally adopted Section 8-111 of the Municipal Code based on traffic concerns. As circumstances have changed, staff recommends the repeal of Section 8-111 while continuing to monitor bike activity to include accidents and congestion.

AGENDA DATE: April 27, 2022

DEPARTMENT DIRECTOR APPROVAL: [] Yes [X] No

STAFF PERSON RESPONSIBLE: Stephen Cole, City Manager

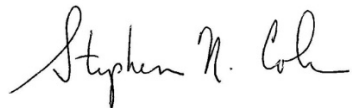
DOCUMENTS ATTACHED: None

RECORD: [] Yes [X] No

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

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

SUBMITTED BY:



Stephen N. Cole, City Manager

**COUNCIL BILL 7
ORDINANCE 2022-7
AN ORDINANCE
AMENDING SECTION 6-78
OF THE BLACK HAWK
MUNICIPAL CODE
RELATING TO FESTIVAL
PERMITS**

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

COUNCIL BILL NUMBER: CB7

ORDINANCE NUMBER: 2022-7

**TITLE: AN ORDINANCE AMENDING SECTION 6-78 OF THE BLACK HAWK
MUNICIPAL CODE RELATING TO FESTIVAL PERMITS**

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

Section 1. Section 6-78 of the City of Black Hawk Municipal Code is amended to read
as follows:

Sec 6-78. Festival Permits.

(a) Permit Required. A licensee wishing to host a festival must first obtain a permit from the state and the local licensing authority. However, a limited winery or winery licensee is not required to obtain a festival permit from the local licensing authority. A licensee applying for both a festival permit and a special event permit from the state does not need to obtain a festival permit from the local licensing authority.

(b) Licensees Eligible. The following license types are eligible to apply for a local festival permit.

- (1) Beer and wine;
- (2) Brew pub;
- (3) Distillery pub;
- (4) Hotel and restaurant;
- (5) Manufacturer;
- (6) Tavern;
- (7) Vintner's restaurant; and
- (8) Wholesaler.

(c) Joint Participation. The licensee who hosts the festival must be the licensee who files the application for the festival permit; however, other licensees of the type described in subsection (b) of this Section, and in addition, a limited winery

or winery licensee, may jointly participate under the permit issued to the licensee that applied for the permit.

(d) Number of festivals. A festival permit granted hereunder allows a licensee to hold nine (9) festivals during the twelve (12) month period after the permit is issued. To hold any festival after the initial festival, which is described in the initial application for a festival permit, the permittee must file a supplemental application with the state and local licensing authorities as described in subsection (h) of this Section 6-78.

(e) Length and hours of festival. In no case shall a festival be held for longer than for a seventy-two (72) hour period. In addition, the hours of a festival on each day within the seventy-two (72) hour period shall be limited to between 8:00 a.m. and 10:00 p.m. on any day the festival is being conducted.

(f) Application. Application for issuance of a festival permit. The applicant for a festival permit must:

- (1) Specify the licensed premises for the first festival to be held;
- (2) File the application with the local licensing authority at least thirty (30) days before the first festival is to be held; and
- (3) Establish the physical boundaries of the festival permit area in a manner to assure to the satisfaction of the local licensing authority that alcohol beverages will be kept within the physical boundaries of the festival permit area.

(g) Denial of a festival permit. The local licensing authority may deny a festival permit, or a supplemental application, as described in subsection (h) of this Section 6-78, for the following reasons:

- (1) A documented history of violations;
- (2) The filing of an incomplete or late application; or
- (3) A finding that the application, if granted, would result in violation of state or local laws, rules, or regulations.

(h) Supplemental Applications. To hold any additional festival after the initial festival, which was described in the initial application, the permittee must notify the state and local licensing authority and include the information required in subsections (f)(1) and (f)(3) of this Section 6-78 at least ten (10) days prior to any additional festival being held.

(i) Administrative Approval. The City Clerk is authorized to administratively approve on behalf of the local licensing authority a festival permit.

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

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

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

READ, PASSED AND ORDERED POSTED this 27th day of April, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Amend Section 6-78 of the Municipal Code regarding Festival Permits.

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

MOTION TO APPROVE CB7, an Ordinance amending Section 6-78 of the Black Hawk Municipal Code relating to Festival Permits.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On October 13, 2021, City Council approved adding a new Section 6-78 relating to Festival Permits to the Black Hawk Municipal Code. Since then, the City Clerk's office has made recommendations, such as limiting the permit hours to between 8:00 am and 10:00 pm and asking the applicant to file the application at least 30 days before the first festival, as opposed to the 10 previously stated.

AGENDA DATE: April 27, 2022

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

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

DOCUMENTS ATTACHED: Ordinance 2022-7

RECORD: []Yes [X]No

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

SUBMITTED BY:



Melissa A. Greiner, City Clerk

REVIEWED BY:



Stephen N. Cole, City Manager

**COUNCIL BILL 8
ORDINANCE 2022-8
AN ORDINANCE
AMENDING SECTION 4-
192(b)(25) OF THE BLACK
HAWK MUNICIPAL CODE
REGARDING
OCCUPATIONAL TAXES
FOR LIQUOR-LICENSED
ESTABLISHMENTS**

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

COUNCIL BILL NUMBER: CB8

ORDINANCE NUMBER: 2022-8

TITLE: AN ORDINANCE AMENDING SECTION 4-192(b)(25) OF THE BLACK HAWK MUNICIPAL CODE REGARDING OCCUPATIONAL TAXES FOR LIQUOR-LICENSED ESTABLISHMENTS

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

Section 1. Section 4-192(b)(25) the City of Black Hawk Municipal Code is amended to read as follows:

Sec. 4–192. Occupational Taxes.

* * *

(b) The following businesses, professions, and occupations shall pay an annual occupational tax as follows:

* * *

(25) Liquor license:

a. All liquor licensed establishments licensed within the meaning of Article 3 of Title 44, as the same may be amended from time to time, located within gaming establishments or located within any gaming district of the City shall pay the amount of seven hundred dollars (\$700.00); and

b. All liquor licensed establishments licensed within the meaning of Article 3 of Title 44, as the same may be amended from time to time, located outside of the gaming district of the City shall pay the amount of fifty dollars (\$50.00).

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

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

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

READ, PASSED, AND ORDERED POSTED this 27th day of April, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Amend Section 4-192(b)(25) of the Municipal Code regarding Occupational Taxes for Liquor Licensees.

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

MOTION TO APPROVE CB8, an Ordinance amending Section 4-192(b)(25) of the Black Hawk Municipal Code regarding Occupational Taxes for Liquor-Licensed Establishments.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

City Council directed staff to separate the Liquor License categories falling under the Occupational Tax code into those within the gaming establishments or Gaming District and those located outside the Gaming District.

AGENDA DATE: April 27, 2022

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

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

DOCUMENTS ATTACHED: Ordinance 2022-8

RECORD: ☐ Yes ☒ No

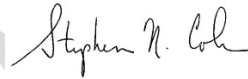
CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



Melissa A. Greiner, City Clerk

REVIEWED BY:



Stephen N. Cole, City Manager

**COUNCIL BILL 9
ORDINANCE 2022-9
AN ORDINANCE
APPROVING THE FTA
SECTION 5311 AMERICAN
RESCUE PLAN (ARP) ACT
GRANT ADMINISTERED BY
COLORADO DEPARTMENT
OF TRANSPORTATION,
DIVISION OF TRANSIT AND
RAIL WITH THE CITY OF
BLACK HAWK dba BLACK
HAWK AND CENTRAL
CITY TRAMWAY IN AN
AMOUNT NOT TO EXCEED
\$166,039.00**

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

COUNCIL BILL NUMBER: CB9

ORDINANCE NUMBER: 2022-9

TITLE: AN ORDINANCE APPROVING THE FTA SECTION 5311 AMERICAN RESCUE PLAN (ARP) ACT GRANT ADMINISTERED BY COLORADO DEPARTMENT OF TRANSPORTATION, DIVISION OF TRANSIT AND RAIL WITH THE CITY OF BLACK HAWK dba BLACK HAWK AND CENTRAL CITY TRAMWAY IN AN AMOUNT NOT TO EXCEED \$166,039.00

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

Section 1. The City of Black Hawk hereby approves the FTA Section 5311 American Rescue Plan (ARP) Act Grant administered by Colorado Department of Transportation, Division of Transit and Rail with the City of Black Hawk dba Black Hawk and Central City Tramway in an amount not to exceed \$166,039.00, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

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

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

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

READ, PASSED AND ORDERED POSTED this 27th day of April, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Acceptance of 2022 American Rescue Plan (ARP) Act FTA Section 5311 Grant administered by Colorado Department of Transportation, Division of Transit and Rail, for the Black Hawk and Central City Tramway.

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

MOTION TO APPROVE Council Bill 2022-9, an Ordinance approving the FTA Section 5311 American Rescue Plan (ARP) Act Grant administered by Colorado Department of Transportation, Division of Transit and Rail with the City of Black Hawk dba Black Hawk and Central City Tramway in an amount not to exceed \$166,039.00.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City was successful in being awarded a 2022 ARP Act FTA 5311 Grant for operating the shuttle service. This grant is administered by CDOT. This grant amount is \$166,039.00 and requires no match, i.e. 100% reimbursable. This grant will be used to offset some of the costs incurred with our contract operator MV as well as some other operating expenses for the service.

AGENDA DATE: April 27, 2022

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Thomas Isbester

DOCUMENTS ATTACHED: Grant Agreement

RECORD: ☐ Yes ☒ No

CoBH CERTIFICATE OF INSURANCE REQUIRED ☐ Yes ☒ No

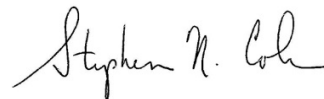
CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



Thomas Isbester, Public Works Director

REVIEWED BY:



Stephen N. Cole, City Manager

STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

State Agency Department of Transportation	Agreement Number / PO Number 22-HTR-ZL-00217 / 491002874
Subrecipient CITY OF BLACK HAWK	Agreement Performance Beginning Date The Effective Date
Subaward Agreement Amount Federal Funds Maximum Amount (100%) \$166,039.00 Local Funds Local Match Amount (0%) \$0.00 Agreement Total \$166,039.00	Initial Agreement Expiration Date June 30, 2023 Fund Expenditure End Date June 30, 2023 Agreement Authority Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149.
Agreement Purpose In accordance with the American Rescue Plan (ARP) Act, additional assistance funding has been made available through a discretionary process to eligible recipients or subrecipients of Urbanized Area Formula funds (49 U.S.C. 5307) or Rural Area Formula funds (49 U.S.C. 5311) in response to Coronavirus disease 2019 (COVID-19). Eligible expenses are operating costs related to operations, personnel, cleaning, and sanitization combating the spread of pathogens on transit systems, and debt service payments incurred to maintain operations and avoid layoffs and furloughs as a result of COVID-19.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work and Budget. 2. Exhibit B – Sample Option Letter. 3. Exhibit C – Federal Provisions. 4. Exhibit D – Required Federal Contract/Agreement Clauses. 5. Exhibit E – Verification of Payment. <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Exhibit C – Federal Provisions. 2. Exhibit D – Required Federal Contract/Agreement Clauses. 3. Colorado Special Provisions in §17 of the main body of this Agreement. 4. The provisions of the other sections of the main body of this Agreement. 5. Exhibit A – Statement of Work and Budget. 6. Executed Option Letters (if any). 	
Principal Representatives <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> For the State: Moira Moon Division of Transit and Rail Colorado Dept. of Transportation 2829 W. Howard Place Denver, CO 80204 moira.moon@state.co.us </div> <div style="width: 45%;"> For Subrecipient: Tom Isbester CITY OF BLACK HAWK PO BOX 68 BLACK HAWK, CO 80422 tisbester@cityofblackhawk.org </div> </div>	

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

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

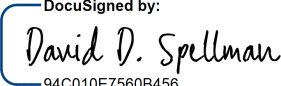


<p align="center">SUBRECIPIENT CITY OF BLACK HAWK</p> <p>DocuSigned by:  94C010E7560B456...</p> <hr/> <p>David D. Spellman</p> <hr/> <p>By: Print Name of Authorized Individual</p> <p>Date: 3/12/2022</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p>DocuSigned by:  F854C7673FF6498...</p> <hr/> <p>By: Amber Blake, Director Division of Transit and Rail</p> <p>Date: 3/16/2022</p>
<p align="center">2nd State or Subrecipient Signature if needed</p> <hr/> <hr/> <p>By: Print Name of Authorized Individual</p> <p>Date: _____</p>	<p align="center">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>N/A</p> <hr/> <p>By: Assistant Attorney General</p> <p>Date: _____</p>
<p align="center">In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  BDA801C5CFAC478...</p> <hr/> <p>By: Department of Transportation</p> <p align="right">Effective Date: 3/16/2022</p>	

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State’s Option

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

D. End of Term Extension

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

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

F. Subrecipient's Termination Under Federal Requirements

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

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

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

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

4. STATEMENT OF WORK AND BUDGET

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

5. PAYMENTS TO SUBRECIPIENT

A. Subaward Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

v. Federal Recovery

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

C. Matching Funds

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

D. Reimbursement of Subrecipient Costs

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

Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.

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

E. Close-Out

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports

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

B. Litigation Reporting

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

C. Performance and Final Status

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

D. Violations Reporting

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

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

7. SUBRECIPIENT RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Data Protection and Handling

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

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

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

10. INSURANCE

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

A. Workers' Compensation

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

B. General Liability

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

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

C. Automobile Liability

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

D. Additional Insured

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

E. Primacy of Coverage

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

F. Cancellation

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

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

G. Subrogation Waiver

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

H. Public Entities

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

I. Certificates

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

11. BREACH OF AGREEMENT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach of Agreement

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

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

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

B. Subrecipient's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

14. NOTICES and REPRESENTATIVES

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

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of

Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Subrecipient shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Subrecipient

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

16. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

K. External Terms and Conditions

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

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

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

O. Third Party Beneficiaries

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

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

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

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

T. Indemnification

i. General Indemnification

Subrecipient shall indemnify, save, and hold harmless the State, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Subrecipient, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Subrecipient in violation of §8 may be cause for legal action by third parties against Subrecipient, the State, or their respective agents. Subrecipient shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Subrecipient, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Subrecipient shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

U. Federal Provisions

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

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

Subrecipient shall perform its duties hereunder as an independent contractor and not as an employee. Neither Subrecipient nor any agent or employee of Subrecipient shall be deemed to be an agent or employee of the State. Subrecipient shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Subrecipient and its employees and agents**

are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Subrecipient or any of its agents or employees. Subrecipient shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Subrecipient shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

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

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

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Subrecipient certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

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

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

EXHIBIT A, STATEMENT OF WORK AND BUDGET

Project Description*	2022 5311 Operating using American Rescue Plan (ARP) Funds					
Federal Awarding Agency	Federal Transit Administration (FTA)					
Federal Regional Contact	Cindy Terwilliger					
Federal Award Date	To Be Determined					
Project End Date	June 30, 2023					
FAIN	To Be Determined	CFDA#	20.509			
CFDA Title	Formula Grants for Rural Areas Program	SAM UEID#	NZ3ZU3CCPAY6			
Subrecipient	Black Hawk, City of	DUNS #	008384836			
Contact Name	Tom Isbester	Vendor #	2000406			
Address	987 Miners Mesa Road Black Hawk, CO 80422-0068	Phone #	(303) 582-1324			
Email	tisbester@cityofblackhawk.org	Indirect Rate	N/A			
Total Project Budget						\$166,039.00
Budget	WBS**	ALI	Federal Funds	Local Funds	Total	
Operating	21-11-4ARPA.BHWK.600	30.09.08	100%	\$166,039.00	0%	\$0.00
Total Project Amount Encumbered via this Subaward Agreement						\$166,039.00

*This is not a research and development grant.

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

A. Project Description

City of Black Hawk shall maintain the existence of public transportation services through but not limited to the following goals:

1. Support transit operations to prevent, prepare for, and respond to COVID-19 (see Section D for more details);
2. Enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs;
3. Assist in the maintenance, development, improvement and use of public transportation in their Transportation Planning Region (TPR);
4. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and
5. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

This funding provides support for the services described above for the performance period from January 1, 2022 to June 30, 2023.

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Reimbursement Request in COTRAMS	Monthly
Submit Quarterly Reports in COTRAMS	Quarterly
Submit Final Reimbursement Request in COTRAMS	9/1/2023
IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Subaward Agreement: June 30, 2023 .	

2. Performance will be reviewed throughout the duration of this Subaward Agreement. City of Black Hawk shall report to the CDOT Project Manager whenever one or more of the following occurs:
 - a. Budget or schedule changes;
 - b. Scheduled milestone or completion dates are not met;
 - c. Identification of problem areas and how the problems will be resolved; and/or
 - d. Expected impacts and the efforts to recover from delays.

C. Project Budget

1. The Total Project Budget is \$166,039.00. CDOT will pay 100% of the eligible, actual operating costs, up to the maximum amount of \$166,039.00. CDOT will retain any remaining balance of the federal share of ARP FTA-5311 Funds. City of Black Hawk shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from Federal Funds for the federal share of eligible, actual costs. For CDOT accounting purposes, the Federal Funds of \$166,039.00 (100%) for operating costs, will be encumbered for this Subaward Agreement.
2. No refund or reduction of the amount of City of Black Hawk's share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.
3. Per the terms of this Subaward Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer Federal Funds for this Project under the terms of this Subaward Agreement, provided that the federal share of FTA funds to be administered by CDOT are made available and remain available. City of Black Hawk shall initiate and prosecute to completion all actions necessary to enable City of Black Hawk to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Allowable Costs

1. City of Black Hawk shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.475; FTA C 5010.1E Chapter VI: Financial Management; Master Agreement, Section 6 "Non-Federal Share;" and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously, shall also be considered.

City of Black Hawk's operating expenses (net fare revenue) are eligible beginning January 1, 2022. Those costs include

- a. Paying administrative leave of operations personnel due to reductions in services or quarantine; paratransit service operating expenses;
- b. Items having a useful life of less than one year, including personal protective equipment and cleaning supplies; or
- c. Costs directly related to system operations.

City of Black Hawk at a minimum, should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.

2. If City of Black Hawk elects to take administrative assistance, eligible costs may include but are not limited to: general administrative expenses (e.g., salaries of the project director, secretary, and bookkeeper); marketing expenses; insurance premiums or payments to a self-insurance reserve; office supplies; facilities and equipment rental; standard overhead rates; and the costs of administering drug and alcohol testing. Additionally, administrative costs for promoting and coordinating ridesharing are eligible as project administration if the activity is part of a coordinated public transportation program.
3. Eligible expenses under ARP funds cannot also be reimbursed utilizing regular 5311, CARES, or CRRSAA Act funds.
4. No eligible expenses can be charged to this subaward agreement until the previously awarded subaward agreement has been fully expensed in the following order: CARES, CRRSAA, ARPA. For subrecipients who have a previous subaward agreement (or agreements) for multiple funding types (e.g. both operating and administrative funds) that is still active, if one of those funding types has been fully exhausted and there are eligible expenses that can be charged to this subaward agreement, only those expenses related to that funding type are allowed to be charged to this subaward agreement. However, any remaining expenses that would fall under the other category may not be charged to this subaward agreement until that funding type is fully expensed from that particular subaward agreement.

E. Reimbursement Eligibility

1. City of Black Hawk must submit invoice(s) monthly via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance (January 1, 2022 – June 30, 2023) of this Subaward Agreement.
2. Reimbursement requests must be within the limits of Section D., Allowable Costs, of this Subaward Agreement.
3. City of Black Hawk must submit the final invoice within sixty (60) calendar days of June 30, 2023, and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) days of issuance of the final reimbursement payment.

F. Training

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

G. Restrictions on Lobbying

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

H. Special Conditions

1. City of Black Hawk will comply with all requirements imposed by CDOT on City of Black Hawk so that the federal award is used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.
2. City of Black Hawk agrees that if it receives federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to CDOT, and reimburse CDOT for any federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.

3. City of Black Hawk must permit CDOT and their auditors to have access to City of Black Hawk's records and financial statements as necessary, with reasonable advance notice.
4. Record retention shall adhere to the requirements outlined in 2 CFR 200.334 and FTA C 5010.1E.
5. City of Black Hawk cannot request reimbursement for costs on this project from more than one Federal Awarding Agency or other federal awards (i.e., no duplicate billing).
6. City of Black Hawk must obtain prior CDOT approval, in writing, if FTA funds are intended to be used for payment of a lease or for third-party contracts.
7. If receiving FTA 5311 funding, City of Black Hawk shall advertise its fixed route and/or rural based service as available to the general public and service will not be explicitly limited by trip purpose or client type.
8. If receiving FTA 5311 funding, City of Black Hawk shall maintain and report annually all information required by NTD and any other financial, fleet, or service data.
9. If receiving FTA 5311 or 5339 funding, City of Black Hawk will ensure subcontractors and subrecipients comply with FTA Drug and Alcohol Regulations.
10. City of Black Hawk will comply with the Federal Transit Administration (FTA) Drug and Alcohol Regulations, to include on time submission to FTA's Drug and Alcohol Management Information System (DAMIS).
11. City of Black Hawk shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.
12. City of Black Hawk shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients." The Party shall also facilitate FTA's compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients."
13. City of Black Hawk will provide transportation services to persons with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
14. City of Black Hawk shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA Subrecipients.
15. City of Black Hawk shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, City of Black Hawk shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
16. City of Black Hawk shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.
17. City of Black Hawk shall update its Agency Profile in COTRAMS with any alterations to existing construction or any new construction in accordance with FTA Circular 4710.1.

18. If applicable, City of Black Hawk will adopt a Transit Asset Management Plan that complies with regulations implementing 49 U.S.C. § 5326(d).
19. City of Black Hawk shall include nondiscrimination language and the Disadvantaged Business Enterprise (DBE) assurance in all contracts and solicitations in accordance with DBE regulations, 49 CFR part 26 and CDOT's DBE program.

EXHIBIT B, SAMPLE OPTION LETTER

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

1. OPTIONS:

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

2. REQUIRED PROVISIONS:

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

B. **For use with Options 1(A):** The Subaward Agreement Amount table on the Agreement's Cover Page is hereby deleted and replaced with the Current Subaward Agreement Amount table shown above.

3. OPTION EFFECTIVE DATE:

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

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

1. APPLICABILITY OF PROVISIONS

- 1.1. The Contract to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.

2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
- 2.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
- 2.1.1.1. Awards may be in the form of:
- 2.1.1.1.1. Grants;
- 2.1.1.1.2. Contracts;
- 2.1.1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 2.1.1.1.4. Loans;
- 2.1.1.1.5. Loan Guarantees;
- 2.1.1.1.6. Subsidies;
- 2.1.1.1.7. Insurance;
- 2.1.1.1.8. Food commodities;
- 2.1.1.1.9. Direct appropriations;
- 2.1.1.1.10. Assessed and voluntary contributions; and
- 2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 2.1.1.2. Award **does not** include:
- 2.1.1.2.1. Technical assistance, which provides services in lieu of money;
- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 2.1.1.2.3. Any award classified for security purposes; or
- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Contract” means the Agreement or Subaward Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Contract or Subaward Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes Subrecipients and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
 - 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 2.1.5.2. A foreign public entity;
 - 2.1.5.3. A domestic or foreign non-profit organization;
 - 2.1.5.4. A domestic or foreign for-profit organization; and
 - 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Sub award to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subrecipient. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the sub recipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the sub recipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;

- 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE

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

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

5. TOTAL COMPENSATION

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 5.1.2. In the preceding fiscal year, Contractor received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
 - 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
 - 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of

producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Sub award was made:
 - 8.1.1.1. Subrecipient DUNS Number;
 - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient Parent DUNS Number;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:
 - 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Sub recipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.
- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:
- 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subawards of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

13. CERTIFICATIONS

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed, or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT D, REQUIRED FEDERAL CONTRACT/AGREEMENT CLAUSES

All FTA-Assisted Third-Party Contracts and Subawards from the Current FTA Master Agreement [FTA MA(23)]

Section 3.l. – No Federal government obligations to third-parties by use of a disclaimer

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

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

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

False or Fraudulent Statements or Claims.

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

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

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

- e. Closeout. Closeout of the Award does not alter the record retention or access requirements of this section of the Master Agreement.

3.G – Federal Changes

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

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

12 – Civil Rights

- a. Nondiscrimination – Title VI of the Civil Rights Act. The Subrecipient agrees to, and assures that each Third-Party Participant, will:
 - (1) Prohibit discrimination on the basis of race, color, or national origin,
 - (2) Comply with:
 - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,
 - (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, and
 - (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
 - (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
 - (c) All other applicable federal guidance that may be issued.
- b. Equal Employment Opportunity.
 - (1) Federal Requirements and Guidance. The Subrecipient agrees to, and assures that each Third-Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
 - (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,
 - (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,
 - (d) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and
 - (e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
 - (2). Specifics. The Subrecipient agrees to, and assures that each Third-Party Participant will:
 - (a) Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,
 - (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1 Recruitment advertising, recruitment, and employment,
 - 2 Rates of pay and other forms of compensation,
 - 3 Selection for training, including apprenticeship, and upgrading, and
 - 4 Transfers, demotions, layoffs, and terminations, but
 - (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and
 - (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
 - (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and

- (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- c. Nondiscrimination on the Basis of Disability. The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
 - (1) Federal laws, including:
 - (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities,
 - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but
 - 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer,"
 - (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,
 - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - (e) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
 - (2) Federal regulations and guidance, including:
 - (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37,
 - (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38,
 - (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
 - (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
 - (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
 - (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
 - (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F,
 - (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194,
 - (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609,
 - (k) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
 - (l) Other applicable federal civil rights and nondiscrimination regulations and guidance.

Incorporation of FTA Terms – 16.a.

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

Energy Conservation – 26.j

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

Applicable to Awards exceeding \$10,000**Section 11. Right of the Federal Government to Terminate.**

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

Applicable to Awards exceeding \$25,000

From Section 4. Ethics.

- a. Debarment and Suspension. The Subrecipient agrees to the following:
 - (1) It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
 - (2) It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third-Party Participant that is debarred or suspended except as authorized by:
 - (a) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200,
 - (b) U.S. OMB regulatory guidance, “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto,
 - (c) Executive Orders No. 12549, “Uniform Suspension, Debarment, or Exclusion of Participants from Procurement or Nonprocurement Activity,” October 13, 1994,” 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, “Debarment and Suspension,” August 16, 1989, 31 U.S.C. § 6101 note, and
 - (d) Other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Subrecipients or Third-Party Participants.
 - (3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200.
 - (4) It will include, and require each Third-Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (a) Complies with federal debarment and suspension requirements, and
 - (b) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
 - (5) If the Subrecipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Subrecipient will provide immediate written notice to the:
 - (a) FTA Regional Counsel for the Region in which the Subrecipient is located or implements the Agreement,
 - (b) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
 - (c) FTA Chief Counsel.

Applicable to Awards exceeding the simplified acquisition threshold (\$100,000-see Note)*Note: Applicable when tangible property or construction will be acquired***Section 15. Preference for United States Products and Services.**

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

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

Section 39. Disputes, Breaches, Defaults, or Other Litigation.

- a. FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving the Award, the accompanying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- b. Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Subrecipient is located.
 - (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - (3) If the Subrecipient has credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Subrecipient, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Subrecipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Subrecipient is located.
- c. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Agreement. Notwithstanding the preceding sentence, the Subrecipient may return all liquidated damages it receives to its Award Budget for its Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Subrecipient receives FTA's prior written concurrence.
- d. Enforcement. The Subrecipient must pursue its legal rights and remedies available under any third-party agreement, or any federal, state, or local law or regulation.

Applicable to Awards exceeding \$100,000 by Statute

From Section 4. Ethics.

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

Section 26. Environmental Protections – Clean Air and Clean Water

Other Environmental Federal Laws. The Subrecipient agrees to comply or facilitate compliance and assures that its Third Party Participants will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act,

Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management.")

Applicable with the Transfer of Property or Persons

Section 15. Preference for United States Products and Services.

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

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

Applicable to Construction Activities

Section 24. Employee Protections.

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

From Section 16

- b. Bonding. The Subrecipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:
 - 1 Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.
 - 2 Activities Not Involving Construction. For each Project or related activities implementing the Agreement not involving construction, the Subrecipient will not impose excessive bonding and will follow FTA guidance.

From Section 23

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

Section 12 Civil Rights D.3

- d. Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:
 - a. U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and
 - b. Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

Applicable to Nonconstruction Activities

From Section 24. Employee Protections

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

Applicable to Transit Operations

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

Section 28. Charter Service.

- a. Prohibitions. The Recipient agrees that neither it nor any Third-Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, “Charter Service,” 49 C.F.R. part 604, any other Federal Charter Service regulations, federal requirements, or federal guidance.
- b. Exceptions. Apart from exceptions to the Charter Service restrictions in FTA’s Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

- (1) FTA's Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Subrecipient uses that federal assistance for FTA program purposes only, and
 - (2) FTA's Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Subrecipient uses that federal assistance for program purposes only.
- c. Violations. If it or any Third Party Participant engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA's Charter Service regulations, 49 C.F.R. part 604, appendix D, or barring it or the Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

Section 29. School Bus Operations.

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

From Section 35 Substance Abuse

c. Alcohol Misuse and Prohibited Drug Use.

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

Applicable to Planning, Research, Development, and Documentation Projects

Section 17. Patent Rights.

- a. General. The Subrecipient agrees that:
 - (1) Depending on the nature of the Agreement, the Federal Government may acquire patent rights when the Subrecipient or Third-Party Participant produces a patented or patentable invention, improvement, or discovery;
 - (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Agreement; or
 - (3) When a patent is issued or patented information becomes available as described in the preceding section 17.a.(2) of this Master Agreement (FTA MA(23)), the Subrecipient will notify FTA immediately and provide a detailed report satisfactory to FTA.
- b. Federal Rights. The Subrecipient agrees that:
 - (1) Its rights and responsibilities, and each Third-Party Participant's rights and responsibilities, in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof, and
 - (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the

Subrecipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200 et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401.

- c. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Subrecipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Agreement are program income and must be used in compliance with applicable federal requirements.

Section 18. Rights in Data and Copyrights.

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

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

Miscellaneous Special Requirements

From Section 12. Civil Rights.

- a. **Disadvantaged Business Enterprise (and Prompt Payment and Return of Retainage).** To the extent authorized by applicable federal laws, regulations, or requirements, the Subrecipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Agreement as follows:
 - (1) **Statutory and Regulatory Requirements.** The Subrecipient agrees to comply with:
 - (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
 - (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement (FTA MA(23)).
 - (2) **DBE Program Requirements.** A Subrecipient that receives planning, capital and/or operating assistance and that will award prime third-party contracts exceeding \$250,000 the requirements of 49 C.F.R. part 26.
 - (3) **Special Requirements for a Transit Vehicle Manufacturer (TVM).** The Subrecipient agrees that:
 - (a) **TVM Certification.** Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and
 - (b) **Reporting TVM Awards.** Within 30 days of any third-party contract award for a vehicle purchase, the Subrecipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award management system. The Subrecipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.
 - (4) **Assurance.** As required by 49 C.F.R. § 26.13(a):
 - (a) **Recipient Assurance.** The Subrecipient agrees and assures that:

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

From Section 12. Civil Rights.

- b. Nondiscrimination on the Basis of Disability. The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
- (1) Federal laws, including:
 - (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities,
 - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but
 - 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,”
 - (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,
 - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - (e) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
 - (2) Federal regulations and guidance, including:
 - (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,

- (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
- (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
- (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
- (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F,
- (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194,
- (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609,
- (k) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
- (l) Other applicable federal civil rights and nondiscrimination regulations and guidance.

Section 16. Procurement. For Assignability

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

State Requirements

Section 37. Special Notification Requirements for States.

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

EXHIBIT E, VERIFICATION OF PAYMENT

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

☐ **Verification of Payment –**

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

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

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

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

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

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

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

RESOLUTION 27-2022
A RESOLUTION
CONDITIONALLY
APPROVING A
CERTIFICATE OF
ARCHITECTURAL
COMPATIBILITY FOR
THE GREGORY STREET
COMPREHENSIVE SIGN
PLAN AMENDMENT

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

Resolution No. 27-2022

**TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF
ARCHITECTURAL COMPATIBILITY FOR THE GREGORY STREET
COMPREHENSIVE SIGN PLAN AMENDMENT**

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

Section 1. The City Council hereby conditionally approves a Certificate of
Architectural Compatibility for the Gregory Street Comprehensive Sign Plan Amendment, with
the following conditions:

- A. All proposed sign installations shall match the Comprehensive Sign
Plan, as submitted;
- B. Proper building, electrical, sign, or other required permits shall be applied for and
approved prior to the installation of any new sign; and
- C. The approval of the Certificate of Architectural Compatibility is valid for one
hundred eighty (180) days.

RESOLVED AND PASSED this 27th day of April, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a request for a Certificate of Architectural Compatibility for an amendment to the Gregory Street Comprehensive Sign Plan which proposes additional signs for properties described in Exhibit A and generally located between 496 and 221 Gregory Street, Black Hawk, Colorado, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, April 27, 2022, at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers, located at 211 Church Street, Black Hawk, CO 80422, or at such other time or place in the event this hearing is adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner, CMC
City Clerk

EXHIBIT A

CITY OF BLACK HAWK BLOCK 26, LOT 1 THRU LOT 14; BLOCK 27, LOT 1 THRU LOT 7; BLOCK 28, LOT 1, LOT 2 and LOT 5A; BLOCK 31 LOT 1 THRU LOT 17; BLOCK 32, LOT 1 THRU LOT 7 and LOT 11 THRU LOT 15; AND BLOCK 33 LOT 1 THRU LOT 9.

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Certificate of Architectural Compatibility: Gregory Street HARD District Comprehensive Sign Plan (CSP) Amendment, P-21-08.

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

MOTION TO APPROVE *Resolution 27-2022 a Resolution Conditionally Approving a Certificate of Architectural Compatibility for the Gregory Street Comprehensive Sign Plan Amendment.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER: This request is to update the existing Gregory Street Comprehensive Sign Plan (CSP) in order to provide additional signs to help identify places and amenities within the HARD District along Gregory Street. City Council review is required because the proposed increase in sign area is greater than ten percent (10%) of the previously approved sign area. The ***DRAFT*** version of the CSP is attached and staff will have a final version to the City Council in advance of the City Council meeting. Small edits are being made to add Crook's Palace signs into this CSP plan.

AGENDA DATE: 4/27/2022

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

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

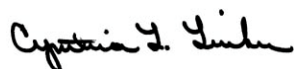
DOCUMENTS ATTACHED: Resolution 27-2022
Staff Report
Gregory Street CSP Amendment

RECORD: ☐ Yes ☒ No

CoBH CERTIFICATE OF INSURANCE REQUIRED ☐ Yes ☒ No

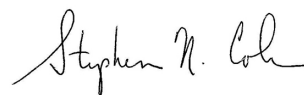
CITY ATTORNEY REVIEW: ☐ Yes ☒ N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager



Vincent Harris, AICP, Baseline Corporation

Staff Report

STAFF REPORT: Certificate of Architectural Compatibility:

Gregory Street Comprehensive Sign Plan (CSP) Amendment within the History Appreciation Recreation Destination (HARD) District

For: City Council


Project Number: P-21-08

Property Address: 221 – 469 Gregory Street, Black Hawk, CO 80422

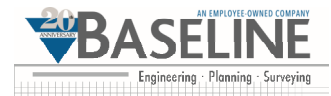
Applicants: Stephen N. Cole, City Manager – City of Black Hawk

Zoning: History Appreciation Recreation Destination (HARD)

Prepared by: Julie Esterl - Baseline Corporation

Approved by: Vincent Harris, AICP - Baseline Corporation 

Reviewed by: Cynthia Linker, CP&D Director



BACKGROUND:

On March 24, 2021 by Resolution No. 14-2021, the City of Black Hawk approved the original Gregory Street Comprehensive Sign Plan (CSP) which established requirements for all signs within the Gregory Street HARD District and approved a number of signs planned for the Gregory Plaza. Since that approval and the completion of the Gregory Plaza, City staff has determined a need for additional signs designed to help identify the Gregory Plaza, Gregory Point at Mountain City, the Bobtail Mine, the Livery Lot and the St. Charles Carriage House. The original Gregory Street CSP included 28 signs and 272.88 square feet of total sign area. The proposed Gregory Street CSP Amendment includes 19 additional signs and 352.93 additional square feet of sign area. Nine of the additional signs are proposed for the St. Charles Carriage House which was not included in the original Gregory Street CSP. Two additional signs are proposed for the McAfee House, one sign has been added near the clock tower, and seven signs are proposed for placement on the site walls along Gregory Street as place identifiers. The total number of existing and proposed signs is 47, and the total existing and proposed sign area is 625.81 square feet. The total allowed sign area for the Gregory Street HARD District is 4,332,15 square feet. Sign area calculations are outlined below in the Review section of this staff report.

Additional sign details for understanding of the following images related to City signs proposed.

- All signs shown on the St. Charles Carriage House are to be painted onto the brick, just like the painted letters on the Fire Truck display building.
- All Gregory Plaza, Bobtail Mine, Gregory Point, and The Livery Lot signs will be fabricated as individual letters made of black metal with a gloss powder coat. Two signs for Gregory Plaza will have ground mounted up-lights for night time illumination. The other individual letter metal signs will have light from street lights to illuminate and see them at night.

Update: Since the initial writing of this staff report, the City has requested that the Crook's Palace signs also be included with the Gregory Street Comprehensive Sign Plan at this time. The CSP attached with this staff report is therefore a draft version. The final version will be distributed to the City Council in advance of the City Council meeting.

Figure 1: Location Map

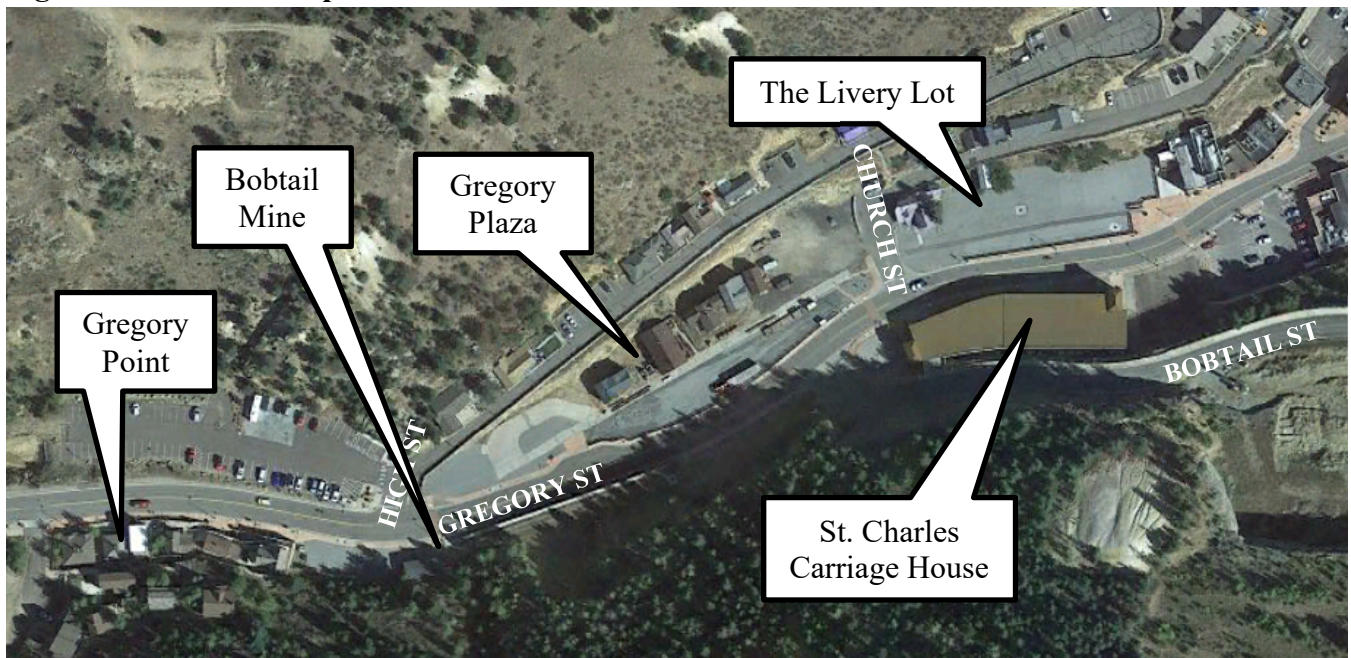


Figure 2a: Proposed Sign Locations – Gregory Point at Mountain City

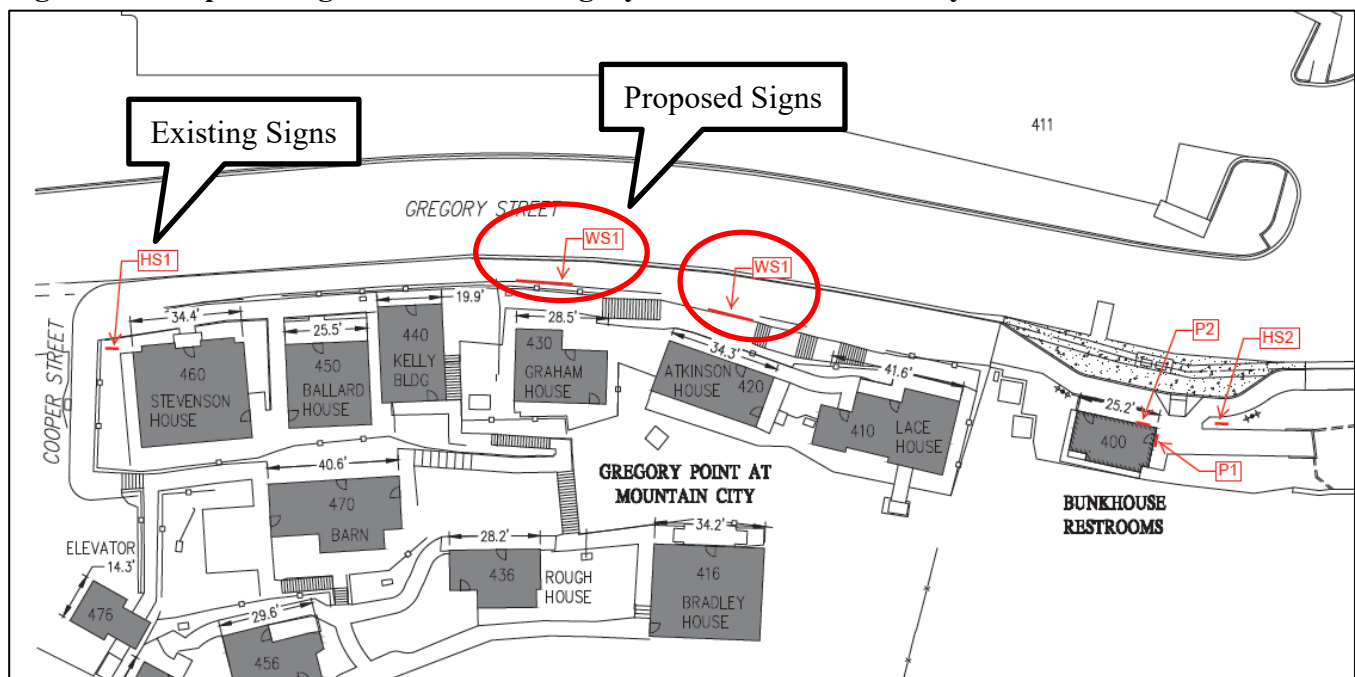


Figure 2b: Proposed Signs – Gregory Point at Mountain City



Figure 3a: Proposed Sign Locations – Gregory Plaza

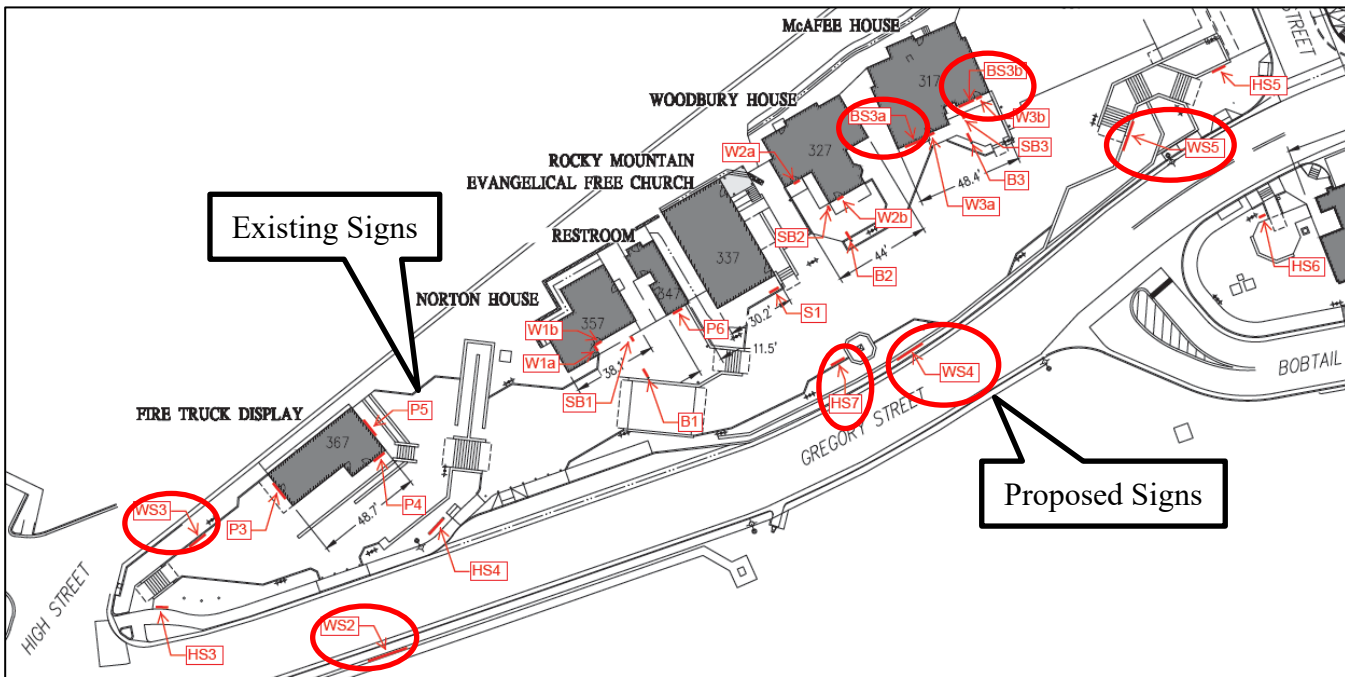


Figure 3b: Proposed Signs – Gregory Plaza

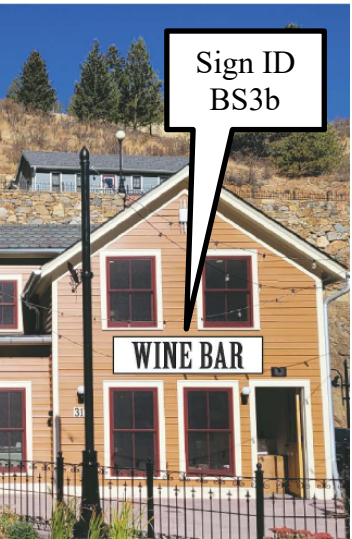


Figure 4a: Proposed Sign Locations – Lower Gregory Street

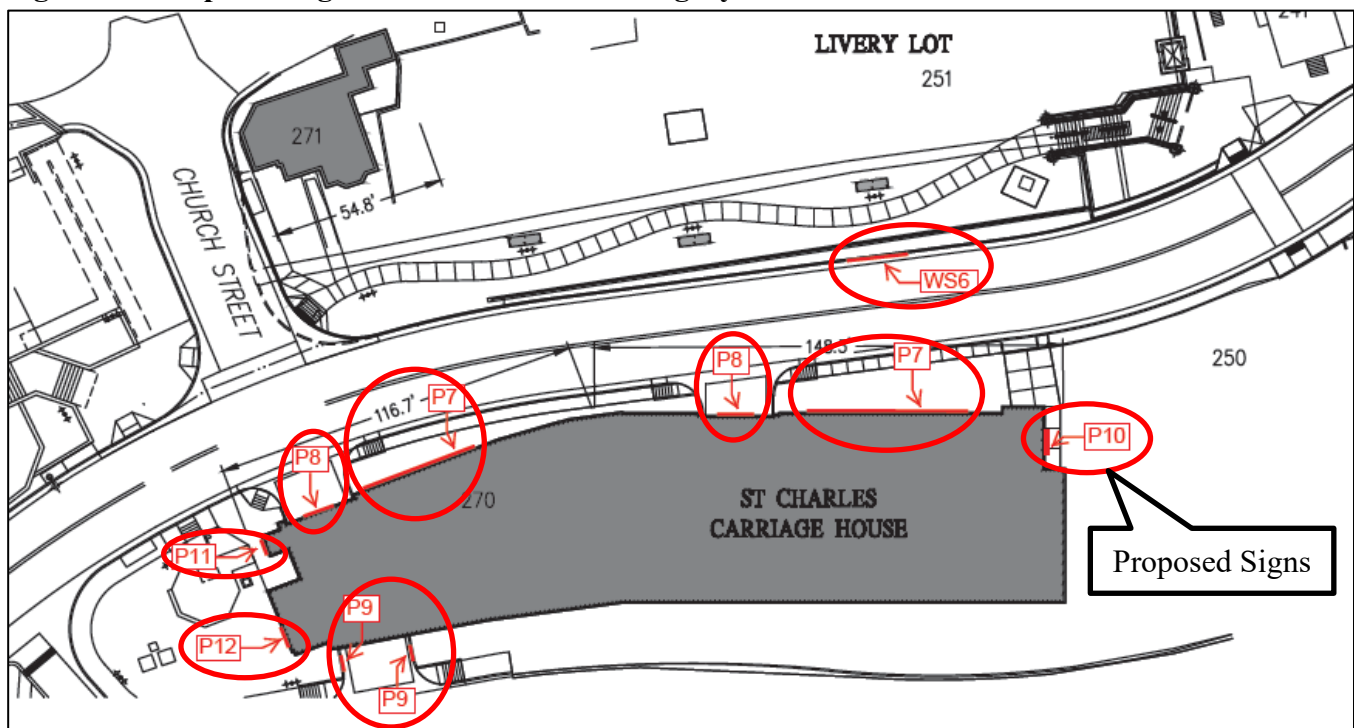


Figure 4b: Proposed Signs – Lower Gregory Street



Figure 4c: Proposed Signs – Lower Gregory Street



Figure 4d: Proposed Signs – Lower Gregory Street



Figure 4e: Proposed Signs – Lower Gregory Street



Figure 4f: Proposed Signs – Lower Gregory Street



NOTICE: The Black Hawk Municipal Code requires a noticed public hearing for City Council review of a Comprehensive Sign Plan Amendment that increase the total sign area by more than ten percent (10%) of the previously approved sign area. Required newspaper publication and sign postings have been completed.

REFERRAL: The Gregory Street Comprehensive Sign Plan Amendment was sent out on referral to the HARD District Sign Committee on April 5, 2022. Comments received have been incorporated in to the final CSP.

REVIEW: The Black Hawk Municipal Code Chapter 15 (Sign Code) regulates signs within the City. Section 15-51 addresses signs allowed within a subset of nonresidential districts of the City which are located within the History Appreciation Recreation Destination (HARD) zone district. Section 15-52 establishes the HARD District Sign Committee as a reviewing body for comprehensive sign plans in the HARD District and establishes criteria for recommendations of approval.

Section 15-61 addresses the methods of calculating the total allowable square footage of signage based on the length of building frontage. One square foot of sign area is allowed for every one linear foot of building frontage. In addition, a minimum of 128 square feet of sign area is allowed for all buildings regardless of street frontage length.

All but one of the 23 buildings included with the Gregory Street CSP Amendment have frontages that are shorter than 128 feet, and therefore are allowed the minimum of 128 square feet of sign area per building. The combined allowed sign area for the Gregory Street buildings is calculated as follows: 23 buildings x 128 linear feet = 2,944 square feet; plus 265 linear feet for the St. Charles Carriage House = 3,209 square feet. The Sign Code also permits an increase in allowed sign area of 135% if the signs are included in a Comprehensive Sign Plan. Therefore, the total allowed sign area for the Gregory Street Comprehensive Sign Plan Amendment is $3,209 \times 1.35 = 4,332.15$ square feet.

The Gregory Street Comprehensive Sign Plan Amendment proposes 47 signs and a total of 625.81 square feet, which is well below the total allowed sign area.

Applicable City of Black Hawk Regulations

Excerpts from:

***The City of Black Hawk
Municipal Code
Chapter 15 – Sign Code***

Article III – Sign Standards

Division 3 - History Appreciation Recreation Destination District

Sec. 15-52. - Permanent sign permit approval.

- (a) The owner of any building, group of buildings, public areas, or recreational site or trail located in the HARD District is required to submit a comprehensive sign plan application and a certificate of architectural compatibility application prior to issuance of a sign permit for a given property. The HARD District Sign Committee shall review any proposals prior to City Council. City Council approval of a comprehensive sign plan and a certificate of architectural compatibility are required prior to any action listed below in Section 15-52(a)(1) through (4). The regulations governing a comprehensive sign plan and certificate of architectural compatibility can be found in Section 15-13 (comprehensive sign plan) of this Chapter and Section 16-368 (City Council design review and compatibility process) of the Black Hawk Municipal Code, respectively. Approval is required for:*
- (1) Initial sign installation (including a change in signage due to change in business name).*
 - (2) Major modifications (changes to greater than ten percent (10%) of the initial approved comprehensive sign plan sign area).*

- (3) *Signage for permitted secondary uses occupying the same structure as a principal use. The secondary use's signage shall be subordinate to the principal use.*
- (4) *Initial installation of any electronic message centers of any size. Replacement of a previously approved electronic message center is allowed to be approved administratively by staff only if the replacement sign is the exact same dimensions and in the same location.*

Staff Comment: Approval of the proposed Gregory Street Comprehensive Sign Plan Amendment must be accomplished prior to the request for sign permit(s) for additional signs in the Gregory Street HARD District. The proposed CSP Amendment was forwarded to the HARD District Sign Committee for review. All comments received from the HARD District Sign Committee have been incorporated into the CSP Amendment included with this staff report. The proposed amendment includes additional proposed sign area that totals more than ten percent (10%) of the original approved sign area, and therefor requires City Council review and approval.

- (b) *HARD District Sign Committee review. Within thirty (30) days of receipt of a complete application, the HARD District Sign Committee shall review and recommend approval or denial of the application to City Council or the Director, as the case may be. The application shall be recommended for approval if:*
 - (1) *Implementation of the sign plan will provide signage that is compatible with the surrounding development and designed with a high-quality appearance;*
 - (2) *Implementation of the sign plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood and development area;*
 - (3) *Implementation of the sign plan will provide signage consistent with the architecture and site plan characteristics of the proposed or existing project;*
 - (4) *Implementation of the sign plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics; and*
 - (5) *Implementation of the sign plan will be materially beneficial in achieving the goals and objectives cited in the purpose of the Sign Code.*

Staff Comment: The HARD District Sign Committee has recommended approval of the proposed Gregory Street Comprehensive Sign Plan Amendment based on the following criteria:

- (1) The proposed signs are designed with materials, colors and fonts that are compatible with the surrounding development and the historic nature of Gregory Plaza and the Gregory Street HARD District.
- (2) The proposed signs have been designed to be scaled appropriately for each sign location.
- (3) The proposed signs are consistent with the surrounding architecture and site characteristics. The signs proposed for the St. Charles Carriage House are consistent in color, size and text font of existing signs within the Gregory Plaza.
- (4) Implementation of the proposed CSP Amendment will be beneficial in achieving the goals and objectives of the City's aesthetic standards as included in the Commercial Design Guidelines which include sensitivity to historic signage forms, materials and text fonts.
- (5) Implementation of the proposed CSP Amendment will be beneficial in achieving the goals and objectives cited in the purpose of the Sign Code which includes creating a balanced system of signs to facilitate easy communication and avoid visual clutter.

STAFF SUMMARY:

Staff from Baseline Corporation has evaluated the proposed Gregory Street Comprehensive Sign Plan Amendment and finds the proposal in compliance with the History Appreciation Recreation Destination (HARD) District section of the Sign Code and consistent with the Commercial Design Guidelines pertaining to signage. The proposed CSP Amendment was reviewed by the HARD District Sign Committee and is forwarded to the City Council with a recommendation of approval.

In summary, Staff recommends that a Certificate of Architectural Compatibility for the Gregory Street Comprehensive Sign Plan Amendment be granted, subject to the following conditions:

1. All proposed sign installations shall match the Comprehensive Sign Plan, as submitted;
2. Proper building, electrical, sign, or other required permits shall be applied for and approved prior to the installation of any new sign; and
3. The approval of the Certificate of Architectural Compatibility is valid for one hundred eighty (180) days.

FINDINGS:

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

The proposed Gregory Street Comprehensive Sign Plan Amendment meets the intent of the criteria outlined in Section 15-52 of the Municipal Code and those found in Black Hawk's Commercial Design Guidelines as noted and evaluated in the staff report presented to City Council.

RECOMMENDATION:

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

MOTION TO APPROVE *Resolution No. 27-2022, a Resolution Conditionally Approving a Certificate of Architectural Compatibility for the Gregory Street Comprehensive Sign Plan Amendment with the following conditions:*

1. All proposed sign installations shall match the Comprehensive Sign Plan, as submitted;
2. Proper building, electrical, sign, or other required permits shall be applied for and approved prior to the installation of any new sign; and
3. The approval of the Certificate of Architectural Compatibility is valid for one hundred eighty (180) days.

ATTACHMENTS:

- Gregory Street Comprehensive Sign Plan dated April 2022

Applicant's Submittal

Gregory Street HARD District® Comprehensive Sign Plan Amendment

221-496 Gregory Street, Black Hawk
April 2022

DRAFT



Certificate of Completeness

This Comprehensive Sign Plan has been approved by the Black Hawk City Council on _____, 202__.

Resolution No. _____

This Document represents the approved Comprehensive Sign Plan Including any conditions by City Council.

Completeness certification by Baseline Corporation this _____ day of _____, 202__.

Signature: _____

Vincent Harris, AICP – Planning Director

On behalf of the City of Black Hawk

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DRAFT



Purpose

The Gregory Street Comprehensive Sign Plan establishes requirements for all signs within the Gregory Street HARD District®. It shall be used as a reference, along with building and zoning codes, for all business developments in the District. This will encourage a distinct identity for Gregory Street and the HARD District® through uniform materials, colors, and styles reflecting the Black Hawk mining Community that makes the City unique.

Gregory Street HARD District®

The History Appreciation Recreation Destination District (HARD District®) was established in March of 2013 and is dedicated to public use, allowing the City of Black Hawk to provide recreation and destination activities for the residents and visitors of the City of Black Hawk. The District includes properties on both sides of Gregory Street from Gregory Point at Mountain City down to Crooks Palace. The historic nature of this District, with its vintage houses and classic commercial structures, is common to the 19th Century mining era. The HARD District® presents the opportunity to highlight the historic character of the City. It is for this reason that The HARD District® is a priority and drives the design behind this sign plan. This sign plan shall be considered jointly with the Gregory Street Sub-Area Plan as they both outline improvements planned for the District. Any mention of the HARD District® Sign Committee is in reference to the body established in Section 15-51(d) of the City Municipal Code.

Context - Locating Signage in the HARD District®

Sign locations have been determined for each individual structure based on historical appropriateness, visibility, public safety, aesthetic appeal, and structural integrity. City Staff also considered other design elements, including lighting, fencing, stairs, and architectural features to determine sign locations.

Plan Updates and Amendments

Once this Comprehensive Sign Plan is approved and adopted, additional signs and changes to the size of existing signs will require review and approval. Additions or changes that consist of 10% or less of the total approved sign area can be reviewed administratively. Additions or changes that increase the total approved sign area by more than 10% will require review and approval by the Black Hawk City Council.

Objectives

Signage helps people orient themselves in physical space and navigate from place to place. It is a functional wayfinding system that can present a theme unique to a place in order to communicate information to visitors. A branded design that is consistent in style, color, and theme throughout a district or area can enhance a sense of place identity.

Historical Aesthetic, Identifying the HARD District®

Redevelopment of the Gregory Street corridor is an effort to preserve Black Hawk's rich history that is reflected today in the core of downtown as well as residential areas throughout the City. The HARD District® is characterized by historic residences and strong 2-3 story flat-faced commercial architecture common to the 19th century mining era.

The City of Black Hawk Comprehensive Plan states the goals for the Hard District® are as follows: transition from a local gaming area to a regional resort destination, promote heritage tourism, encourage diversified commercial development that complements gaming, strengthen outdoor recreational opportunities, and expand public transportation. This area is designated as a pedestrian-friendly plaza where restaurants, craft breweries, tasting rooms, boutique lodging, historic tourism, festivals and specialty fairs attract visitors from within and outside of Colorado. Signage is a crucial part of creating a sense of place in the District.

Design for Historic Gregory Street

The sign types and designs on these pages represent a specific design that has been developed in order to reinforce the spirit of the HARD District®.

Entryway and wayfinding signage follow specific design themes so as to offer easy-to-recognize maps and highlights for visitors to reference while in the District. This repetition in design is intended to make the visitor feel that they can quickly and easily find information they need to orient and educate themselves in the environment.

Commercial signage aesthetics are drawn from existing and vintage signage, photographs, and other historic references. There are a few options to choose from, but tenants in the HARD District® buildings are restricted to specific sign designs and placement based

on the Sign Plan establishing guidance and recommendations.

Signage colors are encouraged to be chosen from the *historic color palette*, as defined in the Commercial Design Guidelines. Alternatives to that palette will be reviewed by the HARD District® Sign Committee.



Design Review

The HARD District® Sign Committee will perform initial review of the Gregory Street Comprehensive Sign Plan prior to review and approval by the City Council. Once the Gregory Street Comprehensive Sign Plan is approved, signs included in the Plan will not require additional approvals. Proposed Gregory Street signs NOT included in this Plan must be included in an approved Amendment to this Plan or an approved Tenant Sign Plan prior to issuance of a Sign Permit.

Sign and Building Permits

Sign permits are required. The owner or the owner’s authorized representative may apply for a sign permit for signs that identify the business or for signs providing information regarding the services of the business being advertised on the subject property.

Procedures for obtaining a sign permit shall be in compliance with the City of Black Hawk Municipal Code Section 15 Article II.

Building permits are required for installation of an approved sign.

4 | GENERAL PRINCIPLES FOR SIGN PLANNING

Guidlines for Planning and Scale

All wayfinding and commercial signage designs and guidelines were developed to create an environment of information sharing that is human-scale, approachable, aesthetically pleasing, and true to the character of the HARD District®.

As the tables on the following pages show, properties are allowed a specific amount of square footage for their signage. Tenants must adhere to the location and type of signs predetermined by this Plan.

Temporary Signs

Section 15-54 of the Black Hawk Sign Code allows the Hard District® Sign Committee to review and approve temporary signs in the HARD District®. Temporary signs in the HARD District® may be placed amongst a grouping of buildings, may be placed on a fence or wall, and are restricted in size to eight feet times the length of the lot.

Considering Sign Types

The following sign types are allowed by the City of Black Hawk for commercial uses within the Gregory Street HARD District®.

Freestanding Pole Signs

In areas where it is inappropriate to hang a sign on a building or other structure, a freestanding pole sign can accommodate the approved blade sign design for a commercial space. Please reference page 17 for a visual detail of this option.

Blade Signs

Blade signs are perhaps the most common type of sign to be found in historic commercial areas. A specific design approved by City staff is included on page 17 and may be hung on a commercial building face, beam, or other support.

Wall Signs

Wall signs, referenced on page 23 - 27, are allowed when a sign affixed to the building face is the most aesthetically, structurally, and historically appropriate choice for a commercial space.

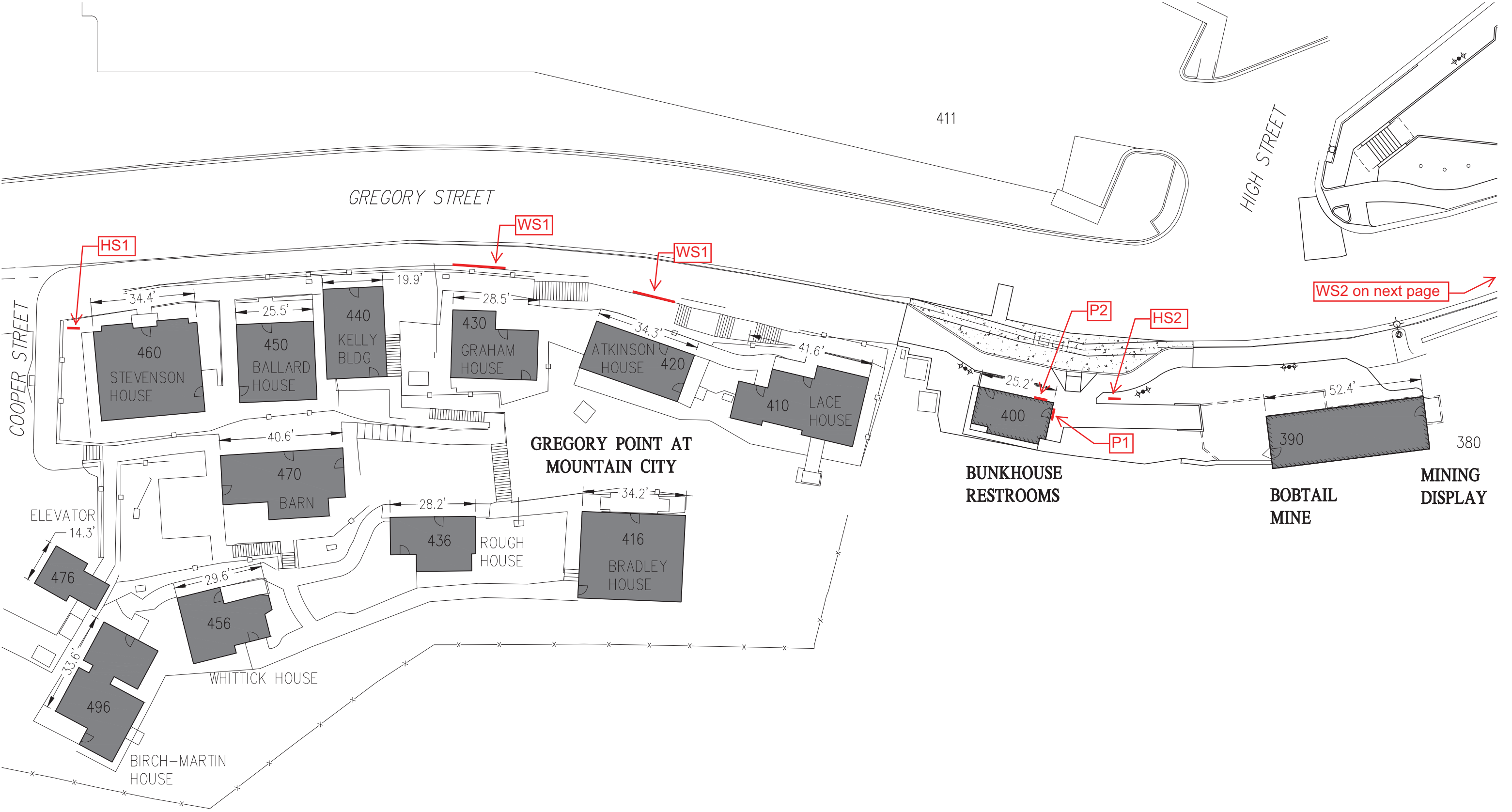
Window and Door Signs

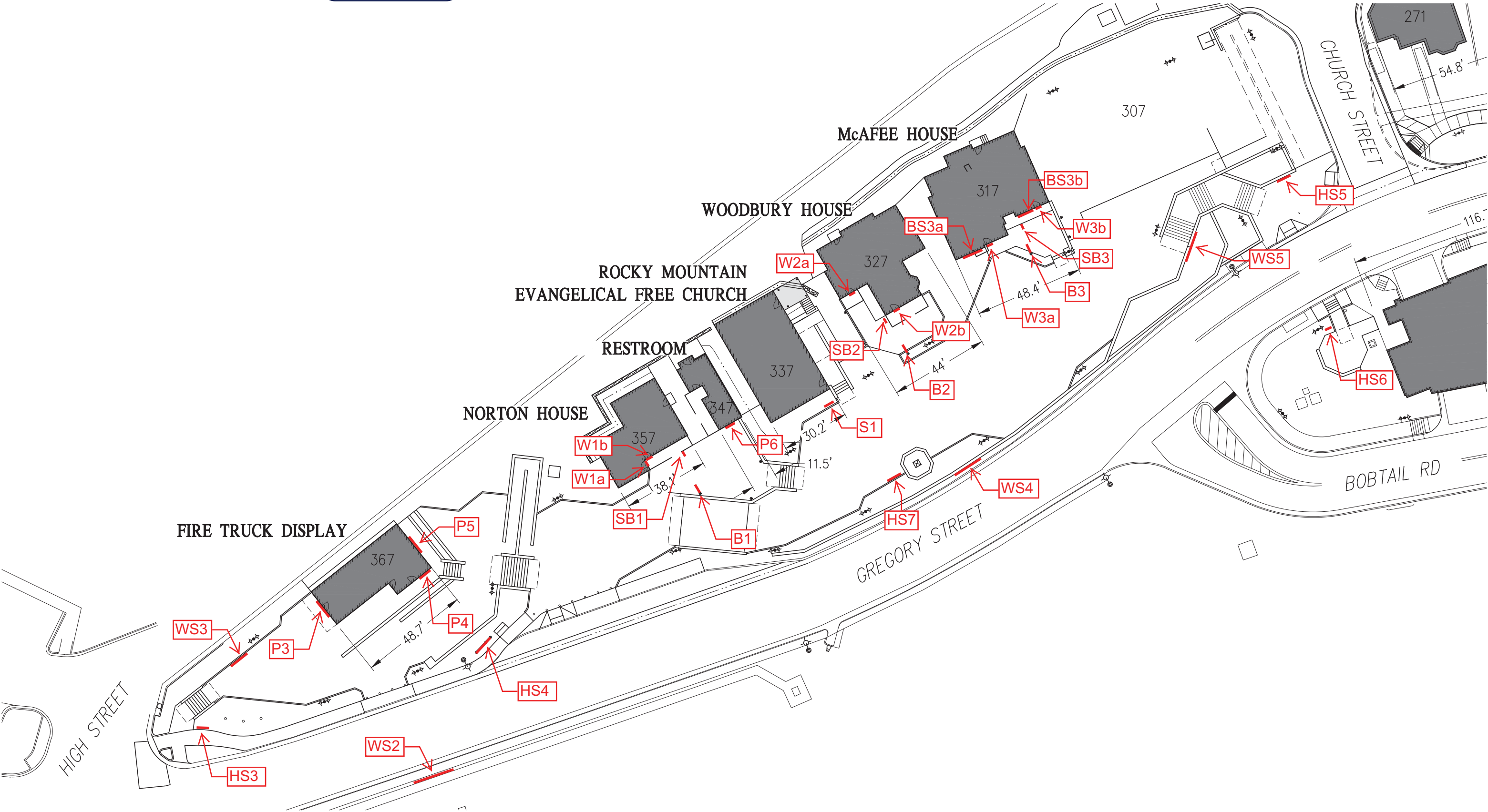
Window and door signs are allowed on commercial spaces but must not exceed twenty-five (25) percent of the window or door area. Color of window signs must be approved by the HARD District® Sign Committee.

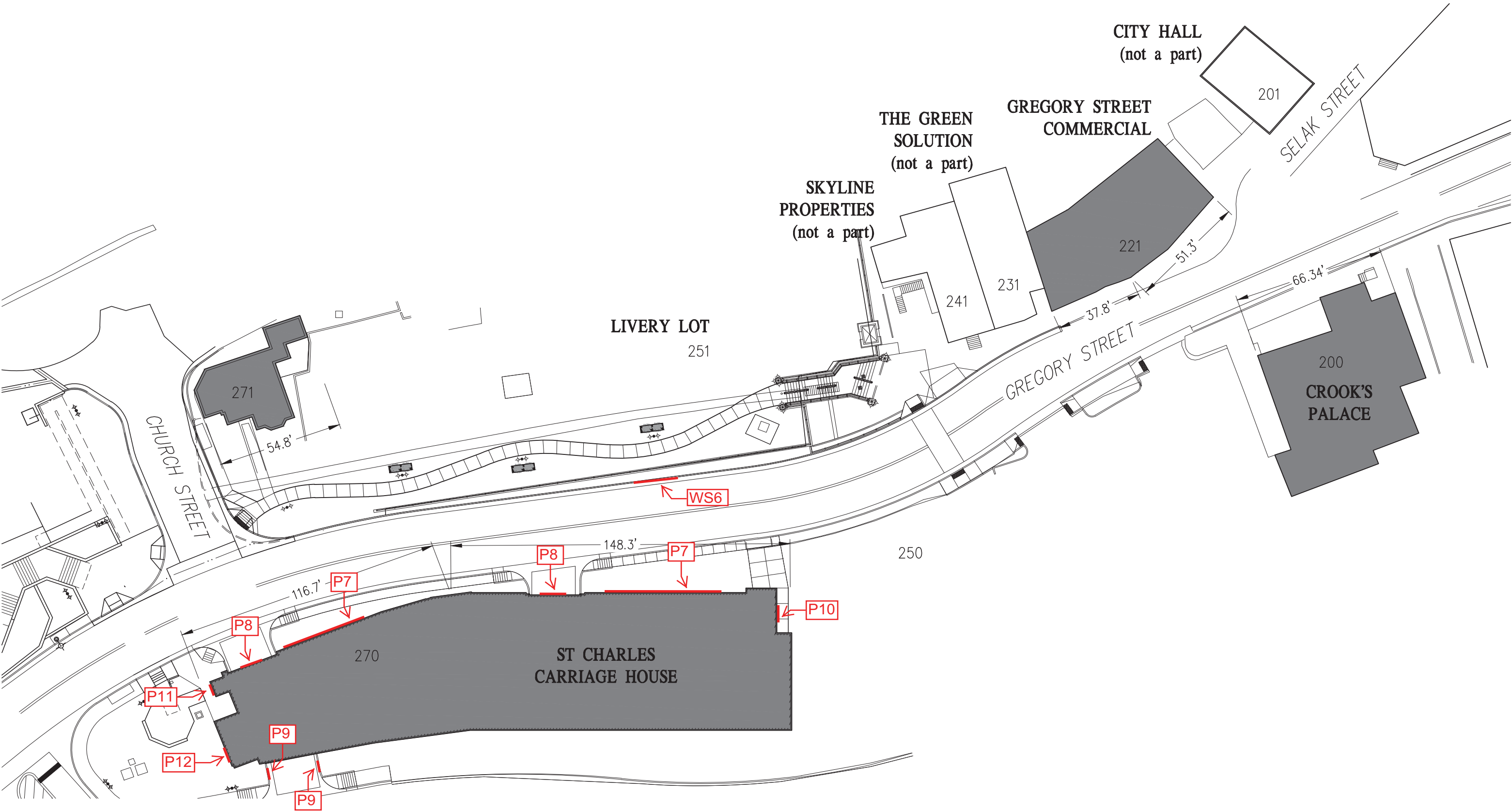
Sandwich Board (Ground) Signs

One freestanding sandwich board (or ground) sign has been approved with this plan for each commercial building. Dimensions, logo, and materials are represented on Page 18. Contact the Community Planning & Development Department for information on obtaining a sandwich board sign.









BUILDING FRONTAGE & ALLOWABLE SIGN CALCULATION	
Total Building Frontage (LF):	1,054.80 LF
Allowable Sign Area (SF): (Per Section 15-61 of the Sign Code – each building is allowed a minimum of 128 SF)	3,209.00 SF
Total Allowed Sign Area Calculation (SF): (Per Section 15-61 of the Sign Code – sign area awarded for a comprehensive sign plan equals the total building frontage x 135%)	4,332.15 SF
Total Proposed Sign Area	625.81 SF

GREGORY POINT AT MOUNTAIN CITY & BOBTAIL POINT									
Sign ID	Gregory Street Address – Name of Building	Building Frontage (LF)	Allowed Sign Area (SF)	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet
TBD	496 – Birch-Martin House	33.6	128						TBD
TBD	476 – Elevator	14.3	128						TBD
TBD	470 – Barn	40.6	128						TBD
TBD	460 – Stevenson House	34.4	128						TBD
TBD	456 – Whittick House	29.6	128						TBD
TBD	450 – Ballard House	25.5	128						TBD
TBD	440 – Kelly Building	19.9	128						TBD
TBD	436 – Rough House	28.2	128						TBD
TBD	430 – Graham House	28.5	128						TBD
TBD	420 – Atkinson House	34.3	128						TBD
TBD	416 – Bradley House	34.2	128						TBD
TBD	410 – Lace House	41.6	128						TBD
P1	400 – Bunkhouse Restrooms	25.2	128	Paint on Building	1	3'-0" x 0'-8" (3' x 0.67')	East elevation	None	2.01
P2				Paint on Building	1	4'-8" x 1'-6" (4.67' x 1.5')	North elevation	None	7.01
TBD	390 – Bobtail Mine	52.4	128						TBD
TBD	380 – Mining Display	0	128						TBD
Sign ID	Historical Signs (HS) & Wall Signs (WS)	Building Frontage (LF)	Allowed Sign Area (SF)	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet
HS1	S/F Directory Sign 5	0	0	Free Standing	1	5'-0" x 3'-0" (5' x 3')	SE corner of Cooper Street and Gregory Street	Indirect	15.00
HS2	S/F LCD Monitor Directory and Tram Stop Topper Sign 2	0	0	Free Standing	2	Monitor 1'-6" x 3'-6" (1.5' x 3.5') Topper: 2'-0" x 1'-8" (2' x 1.67') (double sided)	On Gregory Street between Bunkhouse Restrooms and Bobtail Mine	Indirect	5.25 6.68
WS1	Gregory Point Wall Sign	0	0	Wall Sign	2	19'-9" x 1'-8"	On Gregory Street wall in front of 410 – 496 Gregory Street addresses	None	32.90
WS2	Bobtail Point Wall Sign	0	0	Wall Sign	1	18'-6" x 1'-8"	Gregory Street between Bobtail Street and the Bobtail Mine	None	30.82
	GREGORY POINT/BOBTAIL POINT SUBTOTALS	442.3	1,920		8				99.67



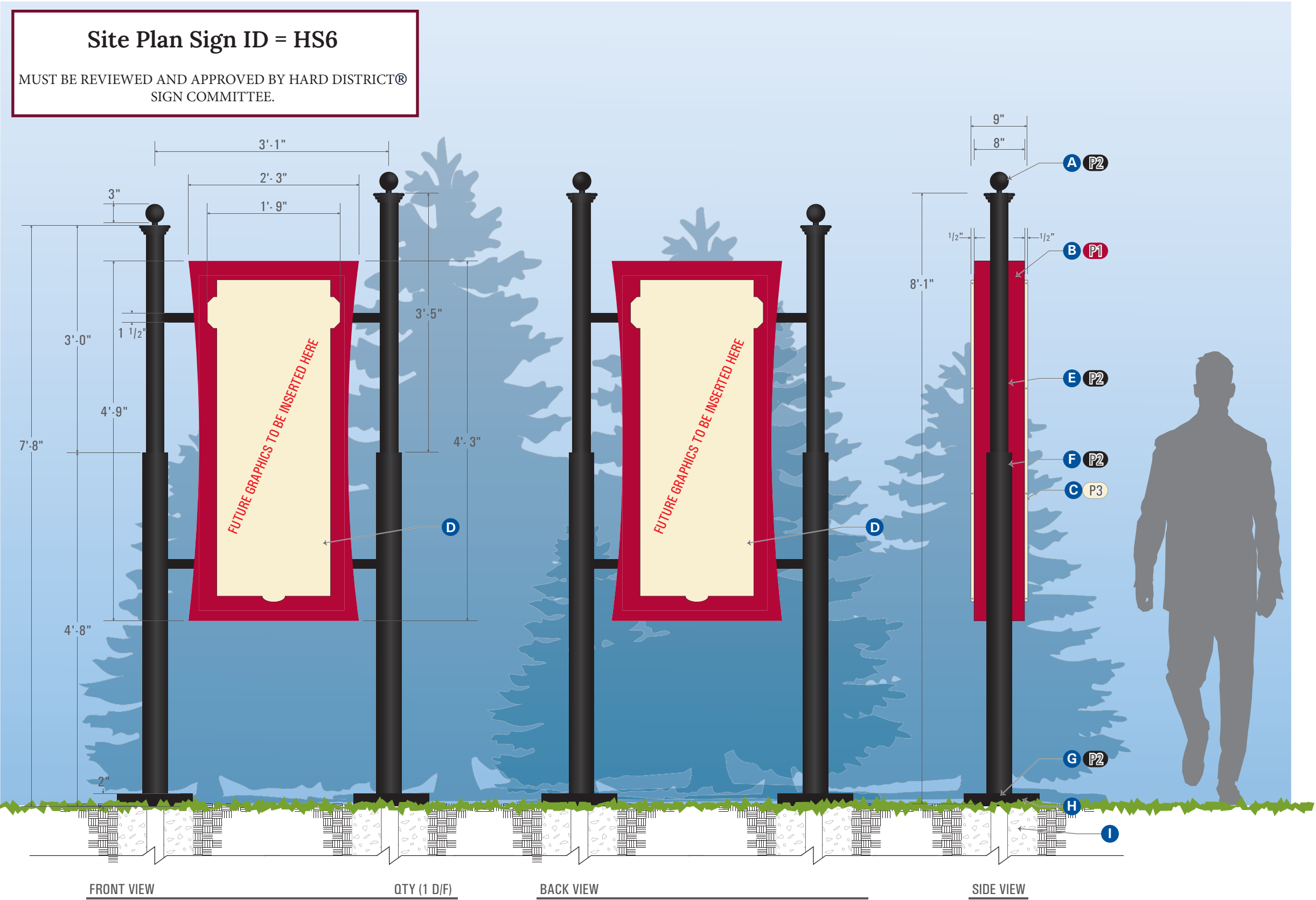
GREGORY PLAZA									
Sign ID	Gregory Street Address – Name of Building	Building Frontage (LF)	Allowed Sign Area (SF)	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet
P3	367 – Fire Truck Display	48.7	128	Paint on Building	1	20.25" x 132" (1.69' x 11')	West elevation	None	18.59
P4				Paint on Building	1	20.25" x 132" (1.69' x 11')	South elevation	None	18.59
P5				Paint on Building	1	20.25" x 132" (1.69' x 11')	East elevation	None	18.59
B1	357 – Norton House	38.1	128	Blade with Medallion	1	Blade: 2' x 3' (double sided) Medallion: 1' x 1' (double sided)	Catenary Light Pole	None	14
SB1				Sandwich Board with Medallion	1	SB: 2' x 3' (double sided) Medallion: 1' x 1' (double sided)	Plaza	None	14
W1a W1b				Window	2	Not to exceed 25% of window	Front Door	None	3
P6	347 – Restroom	11.5	128	Paint on Building	1	4'-8" x 1'-6" (4.67' x 1.5')	South elevation	None	7.01
B2	327 – Woodbury House	44	128	Blade with Medallion	1	Blade: 2' x 3' (double sided) Medallion: 1' x 1' (double sided)	Catenary Light Pole	None	14
SB2				Sandwich Board with Medallion	1	SB: 2' x 3' (double sided) Medallion: 1' x 1' (double sided)	Plaza	None	14
W2a W2b				Window	2	Not to exceed 25% of window	Front Door	None	3
B3	317 – McAfee House	48.4	128	Blade with Medallion	1	Blade: 2' x 3' (double sided) Medallion: 1' x 1' (double sided)	Catenary Light Pole	None	14
SB3				Sandwich Board with Medallion	1	SB: 2' x 3' (double sided) Medallion: 1' x 1' (double sided)	Plaza	None	14
W3a W3b				Window	2	Not to exceed 25% of window	Front Door	None	3
BS3a				Wall/Building Sign	1	2' x 10'	Left Front Building Façade	None	20
BS3b				Wall/Building Sign	1	2' x 8'	Right Front Building Façade	None	16
TBD	307 - TBD	0	0						TBD
Sign ID	Historical Signs (HS) & Wall Signs (WS)	Building Frontage (LF)	Allowed Sign Area (SF)	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet
HS3	Historic Sign at High Street	0	0	Free Standing	1	5'-0" x 3'-0" (5' x 3')	NE corner of High Street and Gregory Street	Indirect	15.00
HS4	Historic Sign with LCD Monitor and Tram Topper at Tram Stop	0	0	Free Standing	3	Directory: 4'-7.5" x 3'-2" (4.63' x 3.17') Monitor: 3'-6" x 1'-6" (3.5' x 1.5') Topper: 2'-0" x 1'-8" (2' x 1.67') (double sided)	On Gregory Street at Tram Stop	Indirect LCD Indirect	14.68 5.25 6.68
HS5	Historic Sign at Church Street	0	0	Free Standing	1	5'-0" x 3'-0" (5' x 3')	NW corner of Church Street and Gregory Street	Indirect	15.00
HS6	Historic Sign at St. Charles Carriage House	0	0	Free Standing	1	1'-9" x 4'-3" (1.75' x 4.25') (double sided)	West of Carriage House	Indirect	14.88
HS7	Historic Clock Tower Sign	0	0	Podium Sign	1	6'-4" x 4'-0	On Gregory Plaza next to The Clock Tower	None	25.33
WS3	Gregory Plaza Wall Sign at High Street	0	0	Wall Sign	1	11'-2" x 3'-8"	On Gregory Street at High Street	Direct	40.94
WS4	Gregory Plaza Wall Sign on Gregory Street	0	0	Wall Sign	1	18'-0" x 1'-6"	On Gregory Street facing Bobtail Street	None	27.00
WS5	Gregory Plaza Wall Sign at Church Street	0	0	Wall Sign	1	6'-8" x 2'-4"	On Gregory Street at Church Street	Direct	15.55
GREGORY PLAZA SUBTOTALS		190.7	640		28				372.09



LOWER GREGORY STREET									
Sign ID	Gregory Street Address and Name of Building	Building Frontage (LF)	Allowed Sign Area (SF)	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet
TBD	271 – Vacant Building	37.5	128						TBD
TBD	251 – Livery Lot	TBD	TBD						TBD
TBD	250 – Vacant Lot	TBD	TBD						TBD
TBD	221 a – Commercial Rental Space	89.1	128						TBD
TBD	221 b – Commercial Rental Space								TBD
TBD	221 c – Commercial Rental Space								TBD
TBD	221 d – Commercial Rental Space								TBD
TBD	200 – Crook’s Palace								TBD
P7	270 – St. Charles Carriage House	265	265	Paint on Brick (advertising)	2	37’-3” x 1’-8”	On Building Façade on Gregory Street	None	123.67
P8				Paint on Arch (Non-advertising)	2	4’-0 x 8.5”	Above Drive Entrances on Gregory Street	None	Exempt
P9				Paint on Wall (Non-advertising)	2	4’-5” x 1’-8”	On Drive Entrance Walls on Bobtail Street	None	Exempt
P10				Paint on Brick (Non-advertising)	1	9’-0” x 1’-6”	On Building Façade facing Crook’s Palace	None	Exempt
P11				Paint on Brick (Non-advertising)	1	10’-11” x 1’-10”	On Building Façade facing Bobtail Street	None	Exempt
P12				Paint on Brick (Non-advertising)	1	7’-8” x 1’-4”	On Building Façade facing Bobtail Street	None	Exempt
WS6	The Livery Lot Wall Sign	0	0	Wall Sign	1	14’-11” x 1’-6”	On Gregory Street in front of The Livery Lot	None	22.38
LOWER GREGORY STREET SUBTOTALS		391.6	521		10				146.05

TOTALS	1054.8	3209	47	625.81
SIGN AREA CALCULATION	Allowed Sign Area x 1.35 (for Comprehensive Sign Plans – Section 15-61) 3,209 x 1.35 = 4,332.15 sq. ft.			
TOTAL ALLOWED SIGN AREA (sq. ft.)				4,332.15





SCOPE OF WORK

MANUFACTURE & INSTALL NEW EXTERIOR
DIRECTORY SIGN
TECH SURVEY REQUIRED PRIOR TO PRODUCTION

SIGN SPECIFICATIONS

- A SPHERE / DECROTIVE CAP**
3" DIA. ALUMINUM SPHERES PAINTED WITH SATIN
FINISH ATTACHED TO PIPE W/ DECROTIVE ALUMINUM
CAPS
- B CABINET**
8" DEEP ALUMINUM FRAMING WITH 1/8" ALUMINUM
ATTACHED & PAINTED WITH A SATIN FINISH. CABINET
ATTACHED TO EACH PIPE W/ 1 1/2" ALUMINUM SQUARE
TUBES
- C PAN PANEL**
1/2" DEEP REVERSE CONSTRUCTED ALUMINUM PAN.
FACE & RETURNS PAINTED WITH A SATIN FINISH. 1/2" X
1/2" X 1/8" INTERNAL ANGLE PAN TO ATTACH TO
FRAME W/ COUNTERSUNK SCREWS AS REQ'D.
ATTACHED TO RED CABINET W/ PROPER HARDWARE AS
REQ'D
- D DP VINYL**
PRINTED CONTROL TAC W/ CLEAR LAMINATE
- APPLIED 1ST SURFACE ON BACKER PANEL
- E PIPE**
2 7/8" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A
POWDER COAT FINISH WELDED TO 4" DIA. PIPE W/
PLUG WELDS
*ESD DRAWING REQUIRED
- F PIPE**
4" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A
POWDER COAT FINISH. PIPE TO BE 4' BELOW GRADE.
*ESD DRAWING REQUIRED
- G MOUNTING COVER**
12" DIA. .063" THICK ALUMINUM PAINTED WITH A
POWDER COAT FINISH
- H BASE PLATE**
8" DIA. 3/8 ALUMINUM BASE PLATE W/ ANCHOR BOLTS
ATTACHED TO CONCRETE CAISSON
- I CAISSON/POLE**
CONCRETE CAISSON FOR A 4" SCHEDULE 40 STEEL PIPE
*ESD DRAWING REQUIRED

COLOR KEY

- P1** MP - TBD SATIN FINISH
- P2** BLACK POWDER COAT
- P3** MP 25833 BONE WHITE - SATIN

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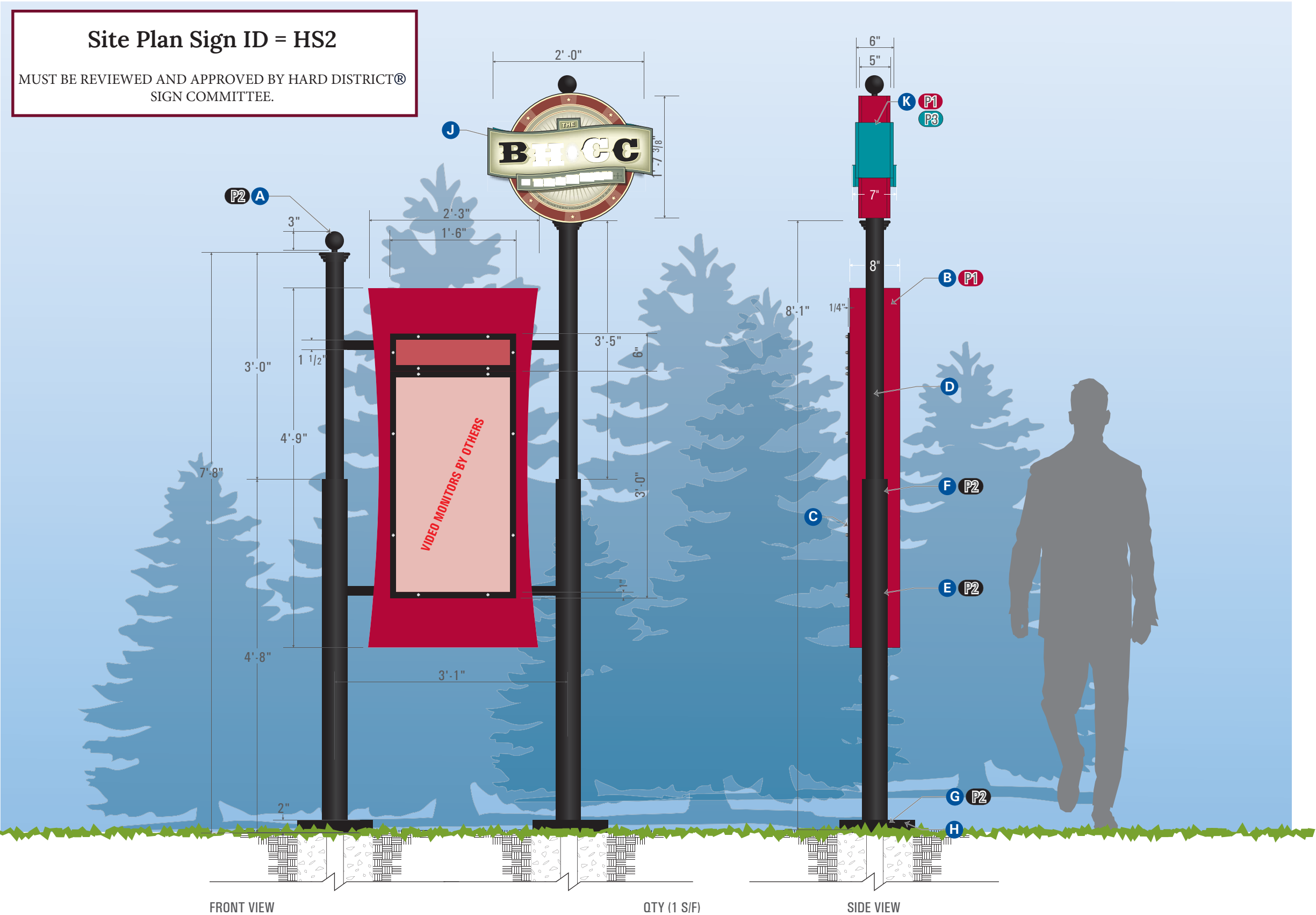
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SCOPE OF WORK

MANUFACTURE & INSTALL NEW EXTERIOR
DIRECTORY SIGN
TECH SURVEY REQUIRED PRIOR TO PRODUCTION

SIGN SPECIFICATIONS

- A SPHERE / DECROTIVE CAP**
3" DIA. ALUMINUM SPHERES PAINTED WITH SATIN FINISH ATTACHED TO PIPE W/ DECROTIVE ALUMINUM CAPS
- B CABINET**
8" DEEP ALUMINUM FRAMING WITH 1/8" ALUMINUM ATTACHED & PAINTED WITH A SATIN FINISH. CABINET ATTACHED TO EACH PIPE W/ 1 1/2" ALUMINUM SQUARE TUBES. LEAVE ROOM INSIDE FOR (2) 18" x 34" LCD MONITORS (TBD - BY OTHERS)
- C FACE & RETAINERS**
1" x 1/4" THICK FLAT BAR RETAINERS PAINTED WITH A BLACK POWDER COAT FINISH MOUNTED TO CABINET W/ 3/8" BOLTS & ACORN NUTS TO MATCH EXISTING. CLEAR POLYCARBONATE FACES TO PROTECT MONITORS
- D PIPE**
2 7/8" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A BLACK POWDER COAT FINISH WELDED TO 4" DIA. PIPE W/ PLUG WELDS
**ESD DRAWING REQUIRED*
- E PIPE**
4" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A POWDER COAT FINISH. PIPE TO BE 4' BELOW GRADE.
**ESD DRAWING REQUIRED*
- F MOUNTING COVER**
12" DIA. .063" THICK ALUMINUM PAINTED WITH A POWDER COAT FINISH
- G BASE PLATE**
12" DIA. 3/8 ALUMINUM BASE PLATE W/ ANCHOR BOLTS ATTACHED TO CONCRETE CAISSON
- H BASE PLATE**
8" DIA. 3/8 ALUMINUM BASE PLATE W/ ANCHOR BOLTS ATTACHED TO CONCRETE CAISSON
- I CAISSON/POLE**
CONCRETE CAISSON FOR A 4" SCHEDULE 40 STEEL PIPE
**ESD DRAWING REQUIRED*
- J TRAM STOP TOPPER**
CONSTRUCTION / GRAPHICS TBD
- K MULTI-LAYERED DOUBLE FACED PAN CHANNEL**
5"-7" DEEP FRONT LIT LOGO
1" PAINTED TRIM CAP AND RETURNS (GREEN/RED TBD)
7328 WHITE 3/16" ACRYLIC FACE W/ DIGITALLY PRINTED TRANS VINYL GRAPHICS APPLIED 1ST SURFACE
INTERNALLY ILLUMINATED BY 6500-7000K WHITE LEDS
POLE MOUNTED WITH PROPER HARDWARE AS REQ'D

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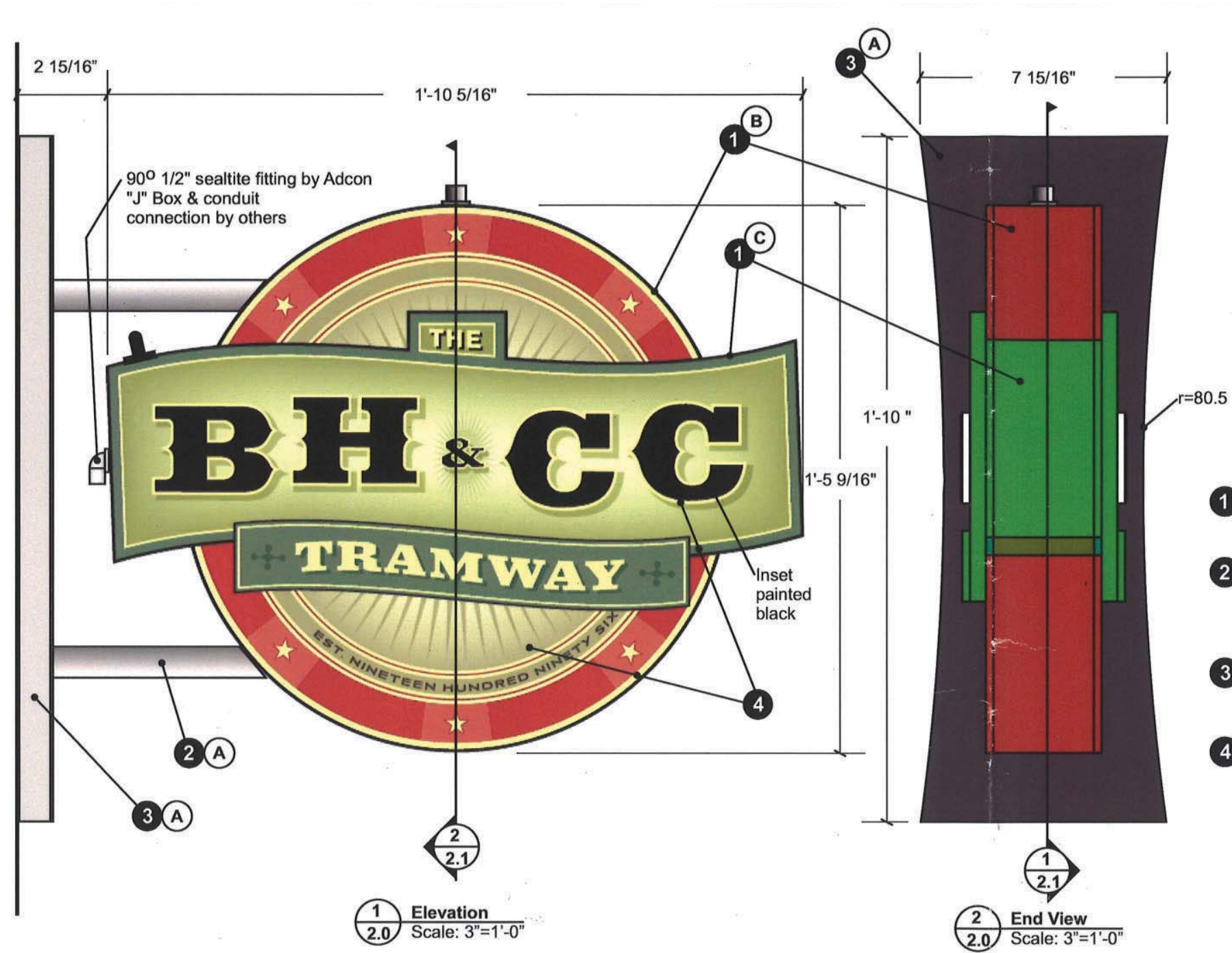
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Sign Type B.4 D/F Wall Mount Sign (Qty: 3)

- 1 Cabinet Frame: Routed .090 aluminum perimeter rings welded to formed .090 aluminum returns. Use 1/2" aluminum tubing and formed .090 aluminum channel for internal bracing.
 - 2 Mounting Bracket: 1"x1/8" aluminum round tubing bolts to frame inside cabinet. Tubing welds to 3/16" aluminum plate inside 1" deep .090 aluminum Escutcheon. Plate bolts to wall with 3/8" anchors as required. Use top tube for wireway to wall.
 - 3 Escutcheon: Routed .090 aluminum face welded to formed .090"x1" returns. Fasten to clips welded to mounting plate with countersink screws into return. Paint screw heads to match.
 - 4 Face: Various thicknesses of Routed acrylic glued together to form multi-layered graphic. Face attaches to frame with custom retainer and countersink screws into return of cabinet.
- Copy: "BH & CC" shall be F.C.O. 1/4" Ivory translucent acrylic with .040 aluminum laminated insets. Letters are glued to 1/2" clear acrylic backer. *
- Copy: "TRAMWAY" and background banner are digital printed image laminated to 1/4" clear acrylic glued to 1/2" clear acrylic backer.
- Copy: All other copy and background graphics are digital printed images and laminated to corresponding acrylic layer below.
- Note: All edges of acrylic layers shall be painted to match color of cabinet returns. Except BH & CC
- 5 Illumination: 12mm ELG white 6500 Mercury Argon tubing. Use 120V, 2.1 amps (Approx) outdoor UL approved mini transformer as required.
*=Laminated .040 Alum. inset painted gloss black.

COLORS & FINISHES:

- (A) Powder Coat Black (Gloss)
- (B) MPC 11531 Dark Red (PMS 216) Semi gloss
- (C) To Match PMS 5545 Green (Semi gloss)

NOTE: Digital Graphics by Fineline.
Final client approval pending.



Advertising Concepts Incorporated
3725 Canal Drive,
Fort Collins, CO 80524
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www.adcon-signs.com

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Shop Drawing
12-08-04
Sign Type B.4
D/F Wall Mount Sign

City of Black Hawk
BH & CC Tramway
Black Hawk, CO

Drawn by: Brent C.
Account Manager: Merv E.
Project Manager: Gary J.

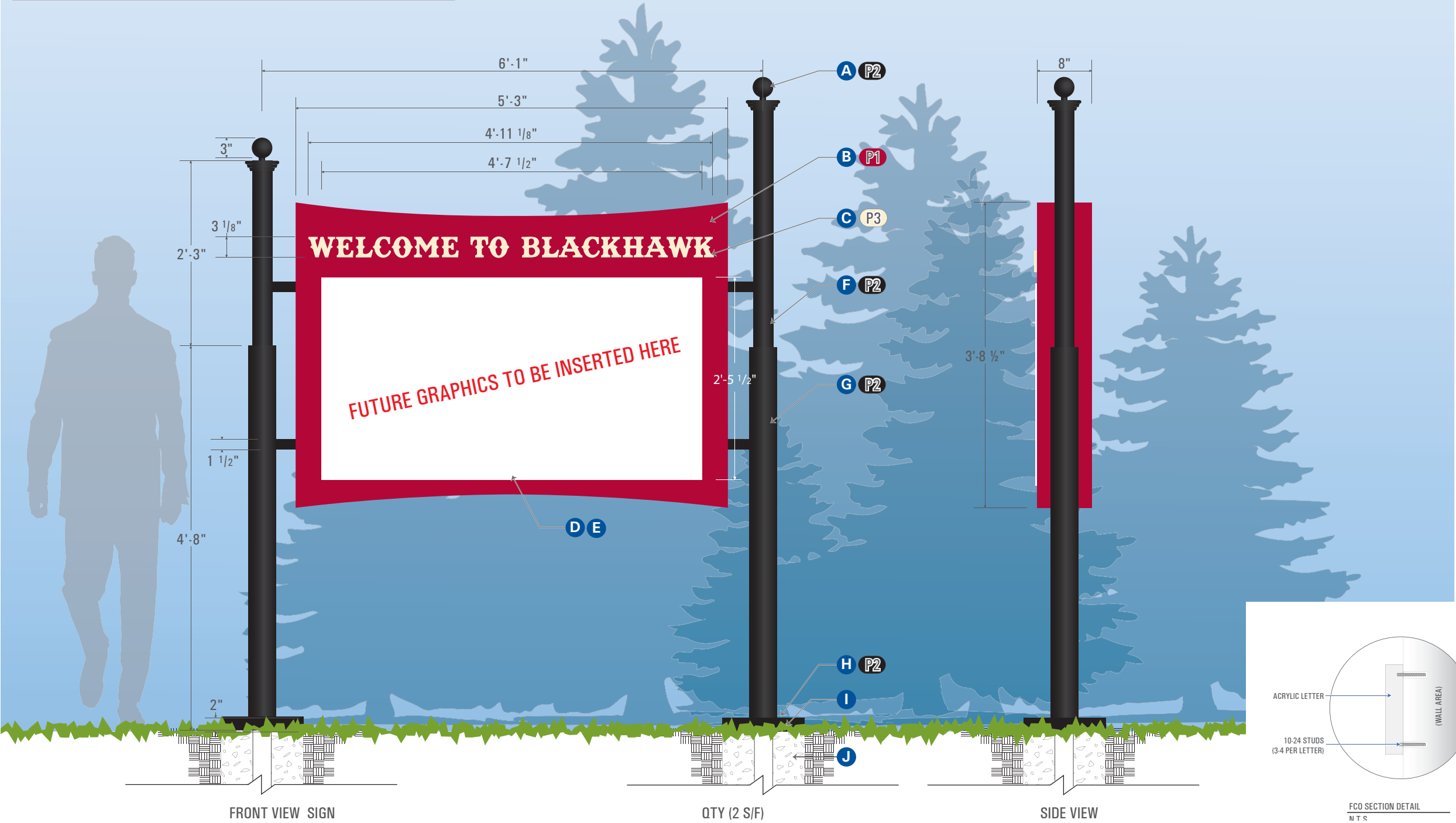




Site Plan Sign ID = HS3

Site Plan Sign ID = HS5

MUST BE REVIEWED AND APPROVED BY HARD DISTRICT®
SIGN COMMITTEE.



SCOPE OF WORK

MANUFACTURE & INSTALL NEW EXTERIOR
DIRECTORY SIGN
TECH SURVEY REQUIRED PRIOR TO PRODUCTION

SIGN SPECIFICATIONS

- A SPHERE / DECROTIVE CAP**
3" DIA. ALUMINUM SPHERES PAINTED WITH SATIN FINISH ATTACHED TO PIPE W/ DECROTIVE ALUMINUM CAPS
- B CABINET**
8" DEEP ALUMINUM FRAMING WITH 1/8" ALUMINUM ATTACHED & PAINTED WITH A SATIN FINISH. CABINET ATTACHED TO EACH PIPE W/ 1 1/2" ALUMINUM SQUARE TUBES
- C FCO**
3/8" THICK CLEAR ACRYLIC PAINTED WITH A SATIN FINISH. FLUSH MOUNTED WITH STUDS
- D BACKER**
1/4" ALUMINUM PAINTED WITH A SATIN FINISH ATTACHED CABINET FACE. WITH 3/8" HARDWARE
- E DP VINYL**
PRINTED CONTROL TAC W/ CLEAR LAMINATE - APPLIED 1ST SURFACE ON BACKER PANEL
- F PIPE**
2 7/8" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A POWDER COAT FINISH WELDED TO 4" DIA. PIPE W/ PLUG WELDS
**ESD DRAWING REQUIRED*
- G PIPE**
4" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A POWDER COAT FINISH. PIPE TO BE 4' BELOW GRADE.
**ESD DRAWING REQUIRED*
- H MOUNTING COVER**
12" DIA. .063" THICK ALUMINUM PAINTED WITH A POWDER COAT FINISH
- I BASE PLATE**
8" DIA. 3/8 ALUMINUM BASE PLATE W/ ANCHOR BOLTS ATTACHED TO CONCRETE CAISSON
- J CAISSON/POLE**
CONCRETE CAISSON FOR A 4" SCHEDULE 40 STEEL PIPE
**ESD DRAWING REQUIRED*

COLOR KEY

- P1** MP - TBD SATIN FINISH
- P2** BLACK POWDER COAT
- P3** MP 25833 BONE WHITE - SATIN

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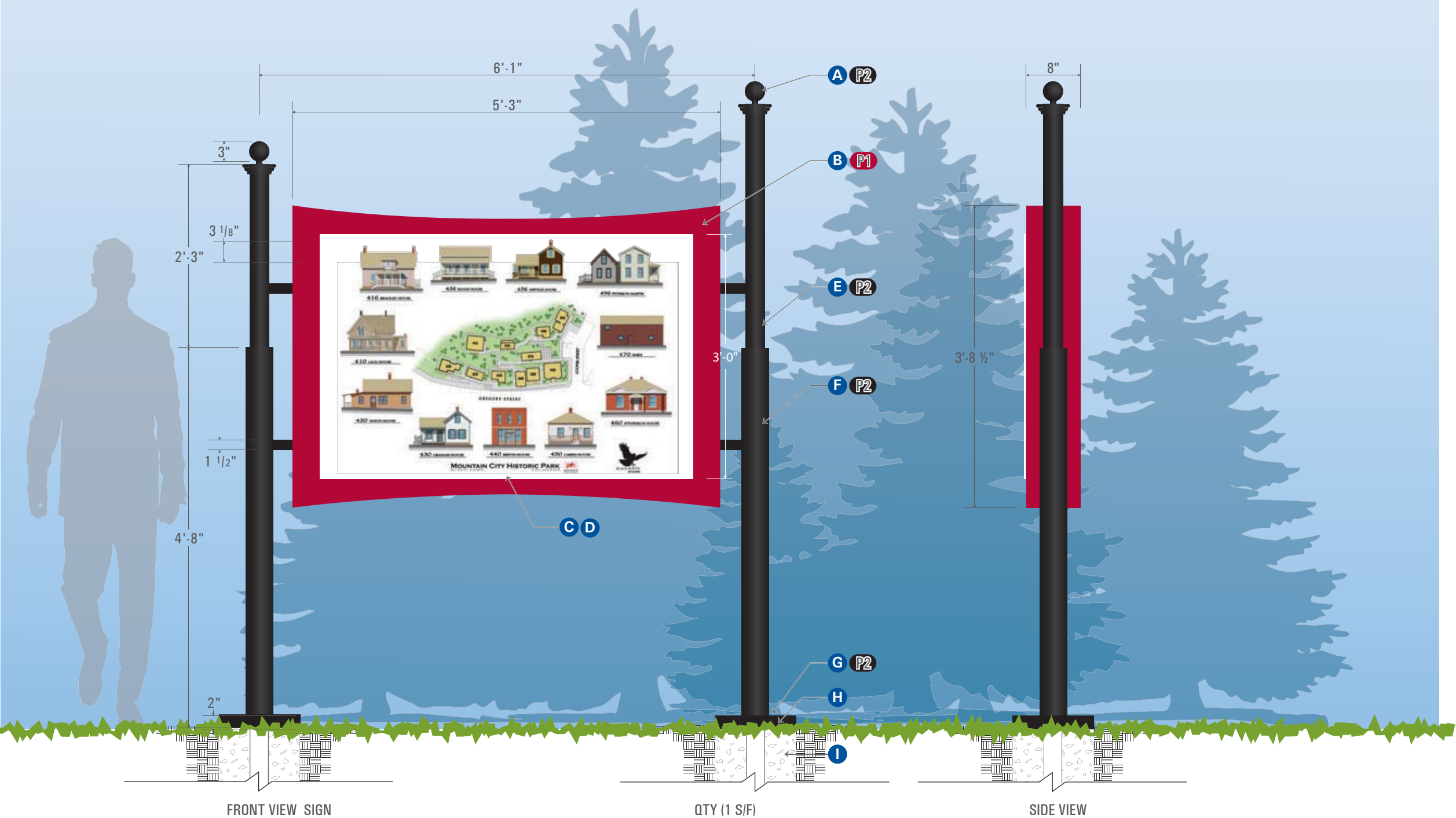
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USA



Site Plan Sign ID = HS1

MUST BE REVIEWED AND APPROVED BY HARD DISTRICT® SIGN COMMITTEE.



SCOPE OF WORK

REMOVE AND DISPOSE EXISTING DIRECTORY
MANUFACTURE & INSTALL NEW EXTERIOR
DIRECTORY SIGN

TECH SURVEY REQUIRED PRIOR TO PRODUCTION

SIGN SPECIFICATIONS

- A SPHERE / DECROTIVE CAP**
3" DIA. ALUMINUM SPHERES PAINTED WITH SATIN
FINISH ATTACHED TO PIPE W/ DECROTIVE ALUMINUM
CAPS
- B CABINET**
8" DEEP ALUMINUM FRAMING WITH 1/8" ALUMINUM
ATTACHED & PAINTED WITH A SATIN FINISH. CABINET
ATTACHED TO EACH PIPE W/ 1 1/2" ALUMINUM SQUARE
TUBES
- C BACKER**
1/4" ALUMINUM PAINTED WITH A SATIN FINISH
ATTACHED CABINET FACE. WITH 3/8" HARDWARE
- D DP VINYL**
PRINTED CONTROL TAC W/ CLEAR LAMINATE
- APPLIED 1ST SURFACE ON BACKER PANEL
- E PIPE**
2 7/8" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A
POWDER COAT FINISH WELDED TO 4" DIA. PIPE W/
PLUG WELDS
**ESD DRAWING REQUIRED*
- F PIPE**
4" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A
POWDER COAT FINISH. PIPE TO BE 4' BELOW GRADE.
**ESD DRAWING REQUIRED*
- G MOUNTING COVER**
12" DIA. .063" THICK ALUMINUM PAINTED WITH A
POWDER COAT FINISH
- H BASE PLATE**
8" DIA. 3/8 ALUMINUM BASE PLATE W/ ANCHOR BOLTS
ATTACHED TO CONCRETE CAISSON
- I CAISSON/POLE**
CONCRETE CAISSON FOR A 4" SCHEDULE 40 STEEL PIPE
**ESD DRAWING REQUIRED*

COLOR KEY

- P1** MP - TBD SATIN FINISH
- P2** BLACK POWDER COAT

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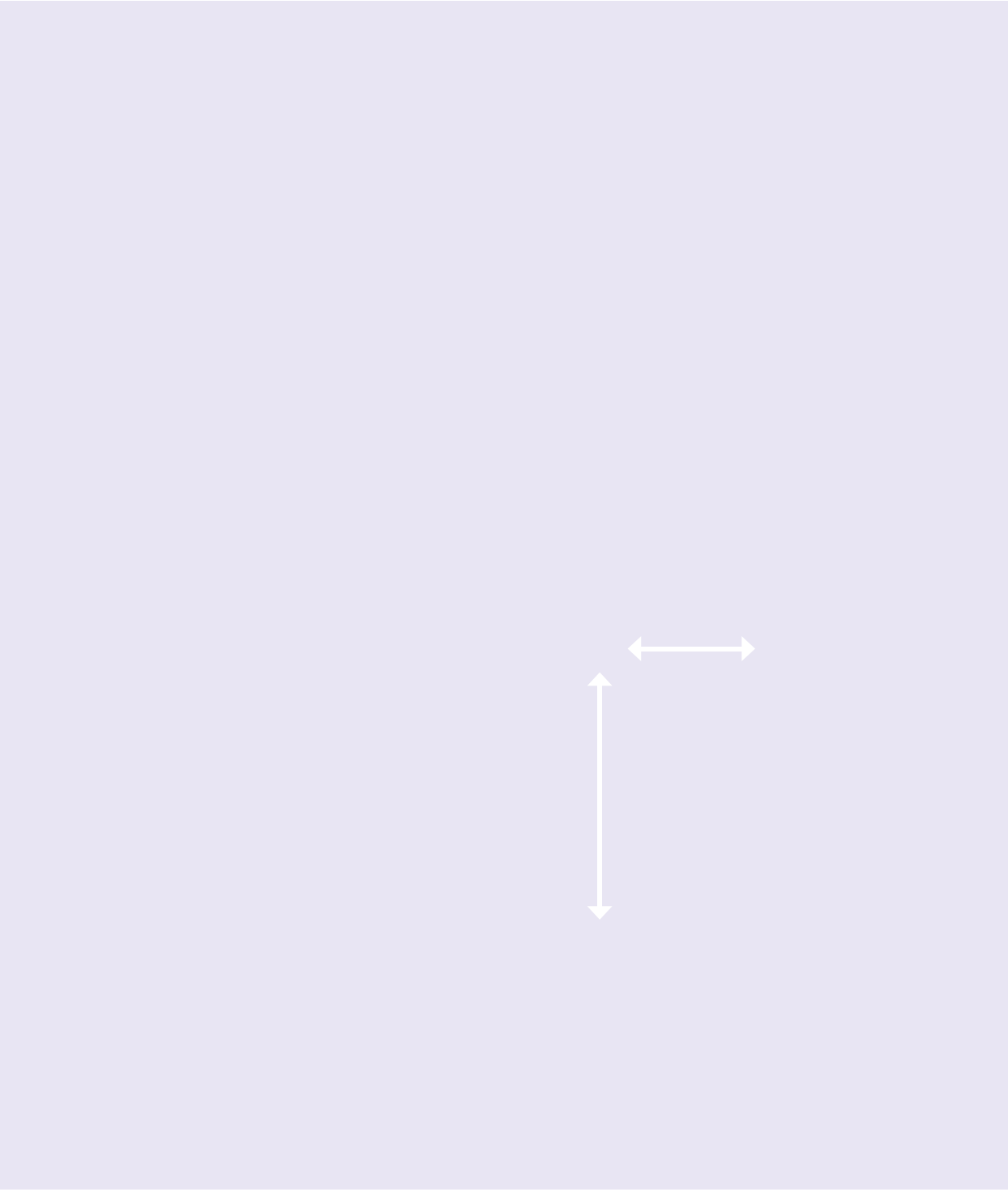
Sandwich Board Sign - SB

- Site Plan Sign ID = SB1
- Site Plan Sign ID = SB2
- Site Plan Sign ID = SB3



Crook's Place Holder

Place Holder



- Site Plan Sign ID = P3
- Site Plan Sign ID = P4
- Site Plan Sign ID = P5



Site Plan Sign ID = P1

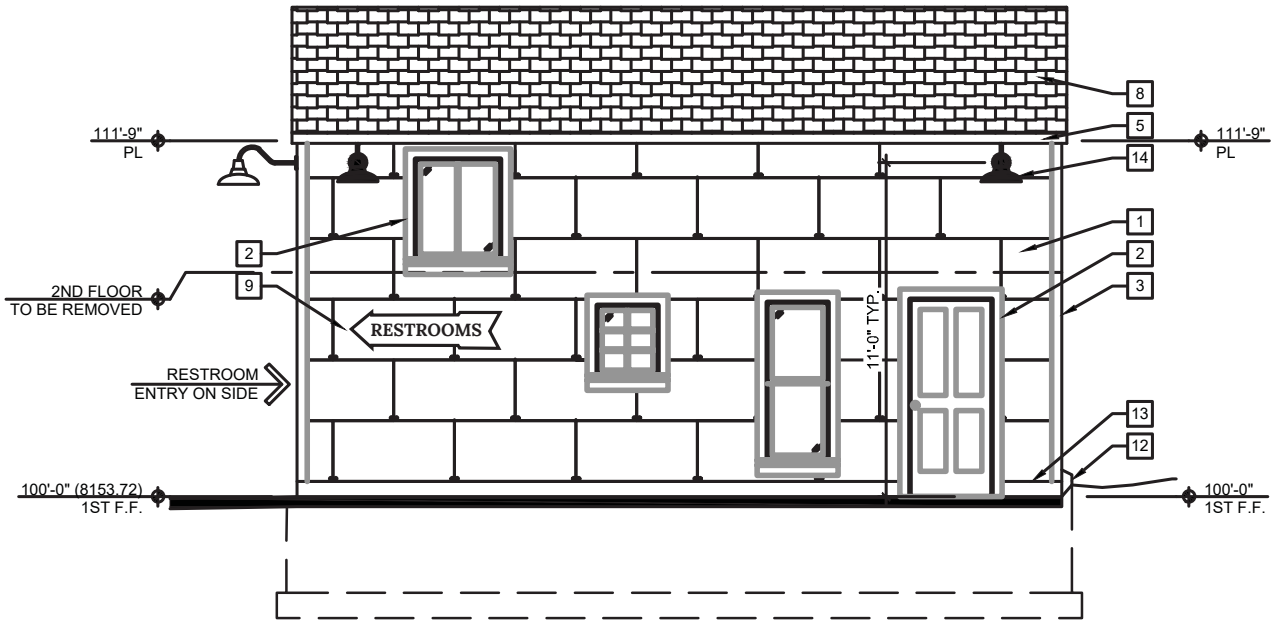
Site Plan Sign ID = P2

Sign Specs: treat corten in advance of painting background arrow, then paint letters on painted arrow in Chunk Five font.
Maroon Color: PMS: 1815; C:35 M:100 Y:100 K:40; R:116 F:20 R:22; HEX# 741416
Cream Color: PMS: 7499; C:5 M:5 Y:20 K:0; R:241 R:234 R:207; HEX# F1EACF
Black Color: PMS: BLACK; C:0, M:0, Y:0, K:100; R:0, R:0, R:0; HEX: 000000

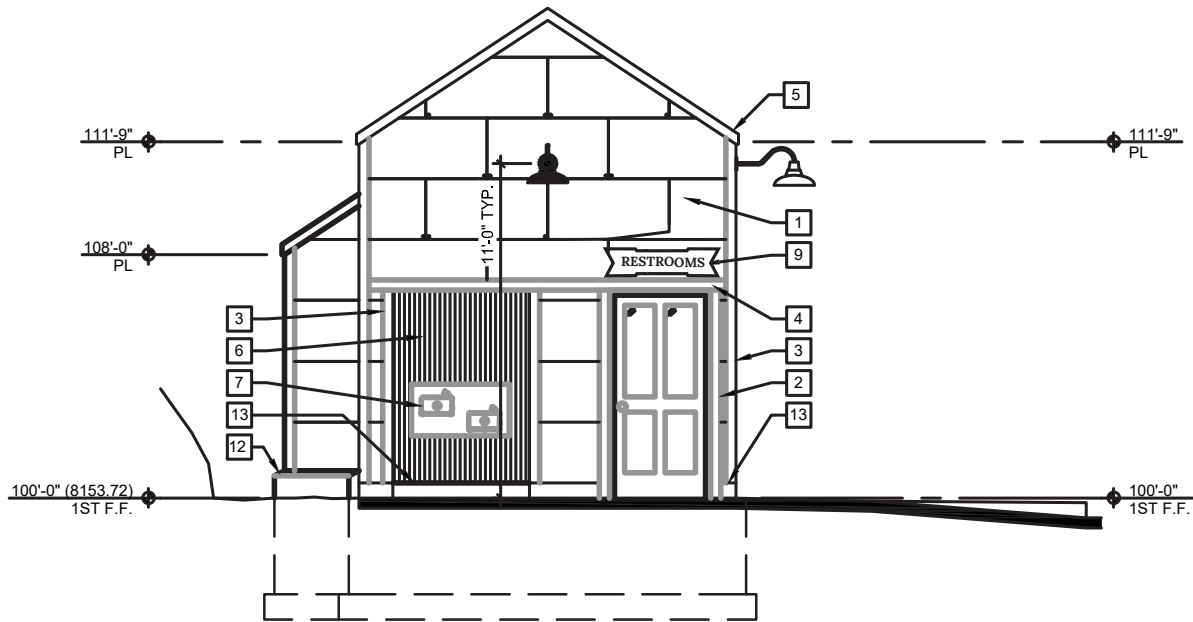
BUNKHOUSE RESTROOM



NORTH ELEVATION



EAST ELEVATION



Site Plan Sign ID = P6

Sign Specs: treat corten in advance of painting background arrow, then paint letters on painted arrow in Chunk Five font.
Maroon Color: PMS: 1815; C:35 M:100 Y:100 K:40; R:116 F:20 R:22; HEX# 741416
Cream Color: PMS: 7499; C:5 M:5 Y:20 K:0; R:241 R:234 R:207; HEX# F1EACF
Black Color: PMS: BLACK; C:0, M:0, Y:0, K:100; R:0, R:0, R:0; HEX: 000000



Site Plan Sign ID = P1



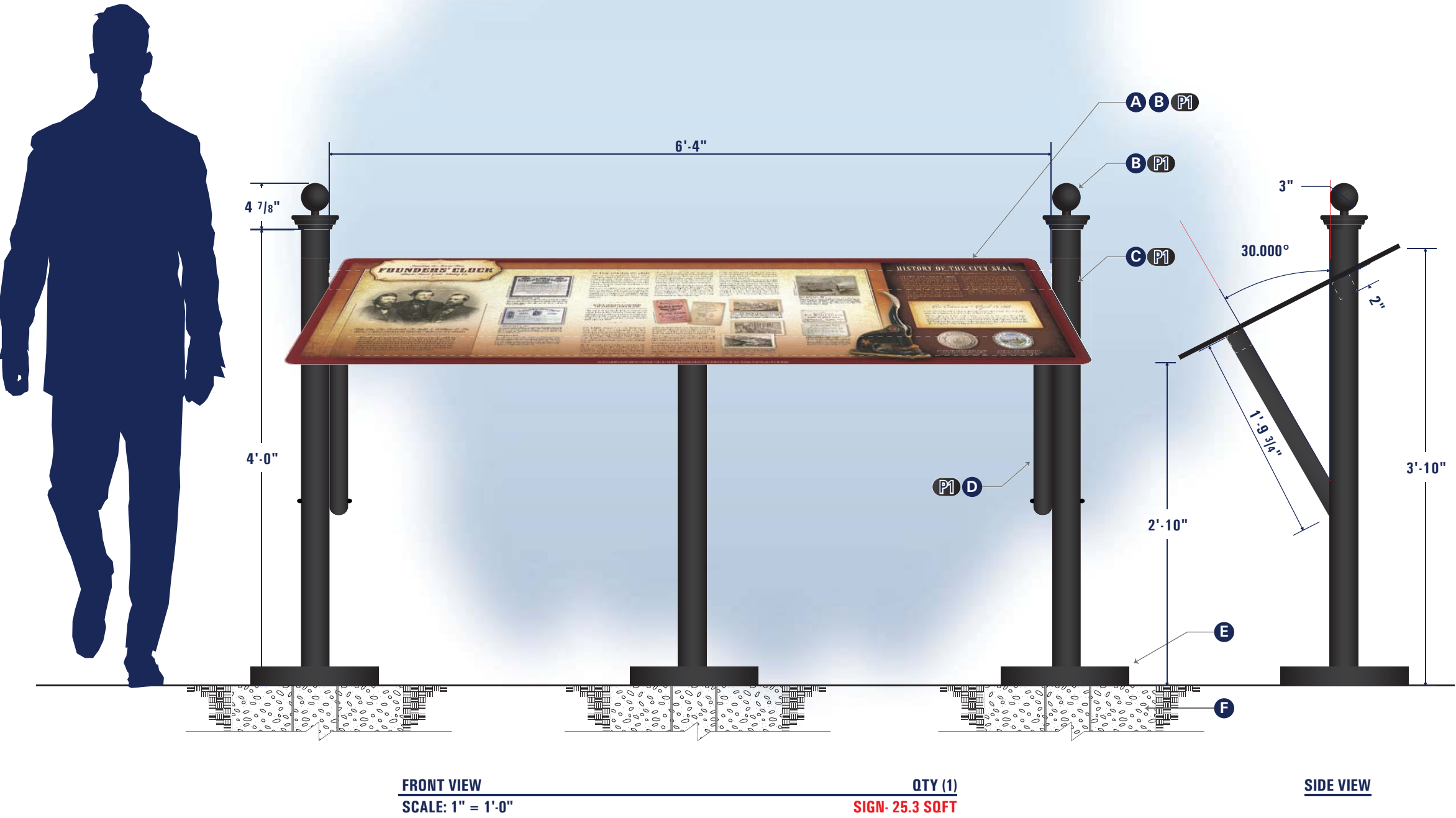
Site Plan Sign ID = P2, P6



SOUTH ELEVATION



Site Plan Sign ID = HS7



SCOPE OF WORK

MANUFACTURE & INSTALL NEW S/F TRAIL SIGN
TECH SURVEY REQUIRED PRIOR TO PRODUCTION

SIGN SPECIFICATIONS

- A PANEL**
1/2" THICK EXTERIOR GRADE HIGH PRESSURE LAMINATE PANEL WITH PRINTED ARTWORK ON FACE. MATTE FINISH. PAINTED ON BACK SIDE WITH A GLOSS FINISH.
- B SPHERE / DECORATIVE CAP**
3" DIA. ALUMINUM SPHERES PAINTED WITH GLOSS FINISH ATTACHED TO PIPE W/ DECORATIVE ALUMINUM CAPS
- C POLES**
(3) 3" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A GLOSS FINISH WELDED TO 2" SQUARE TUBE CROSS MEMBERS AND PANEL.
- D POLE SUPPORTS**
2" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A GLOSS FINISH WELDED TO 2" SQUARE TUBE CROSS MEMBERS AND ATTACHED TO SIDE POLES WITH THROUGH BOLTS AND ACORN NUTS
- E MOUNTING COVER**
13.5" DIA. ALUMINUM ESCUTCHEON COVER WITH .080 ALUMINUM RETURNS PAINTED WITH A GLOSS FINISH
- F BASE PLATE MOUNT**
13" SQUARE 1" THICK STEEL BASE PLATE. WELDED TO 3" SCHEDULE 40 STEEL POLE. MOUNTED WITH (4) J-BOLTS SET INTO 1.5' X 4' CONCRETE CAISSON
*ESD DRAWING REQUIRED

COLOR KEY

P1 MP - BLACK GLOSS FINISH



Site Plan Sign ID = BS3a

Site Plan Sign ID = BS3b

Sign: 24" x 120"
Letter Height: 17"
Font: BirchStd

Single Side .090" Aluminum Sign Face
Painted SW Classical White-SW 2829 w/ 3m 7125 Black Vinyl Graphics
1" x 1" x 1/8" Architectural Aluminum Mounting Brackets
3/8" Lag Bolt Fasteners to Building Framing
Sealed w/ 100% Silicone
No Visible Fasteners & Sign Face to be 1" off Building

Sign: 24" x 96"
Letter Height: 17"
Font: BirchStd



Site Plan Sign ID = WS5

DAYTIME



NIGHTTIME



Site Plan Sign ID = WS5

DAYTIME



NIGHTTIME



Site Plan Sign ID = WS4



DAYTIME



Site Plan Sign ID = WS3



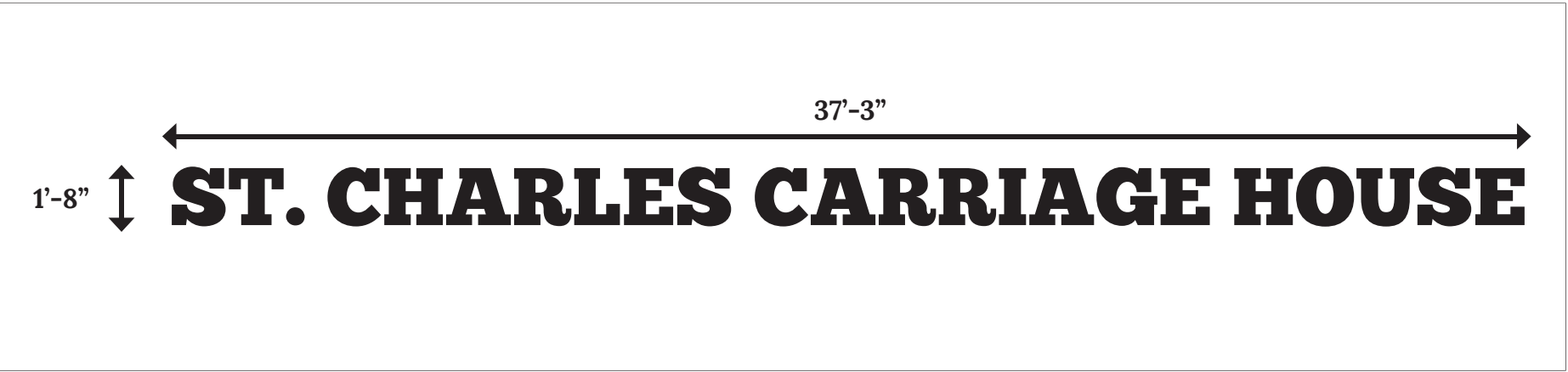
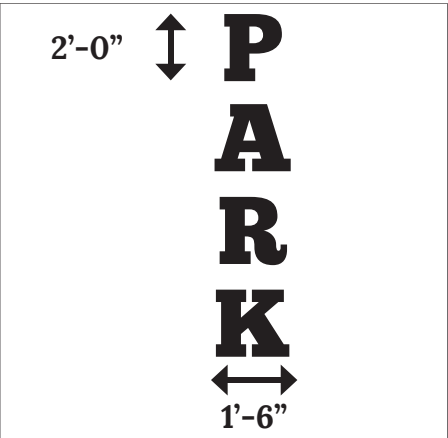
DAYTIME



NIGHTTIME



Site Plan Sign ID = P7
Site Plan Sign ID = P8
Site Plan Sign ID = P10



DAYTIME



Site Plan Sign ID = P7
Site Plan Sign ID = P8

8.5" ↑ **PUBLIC PARKING**

1'-8" ↑ **ST. CHARLES CARRIAGE HOUSE** 37'-3"



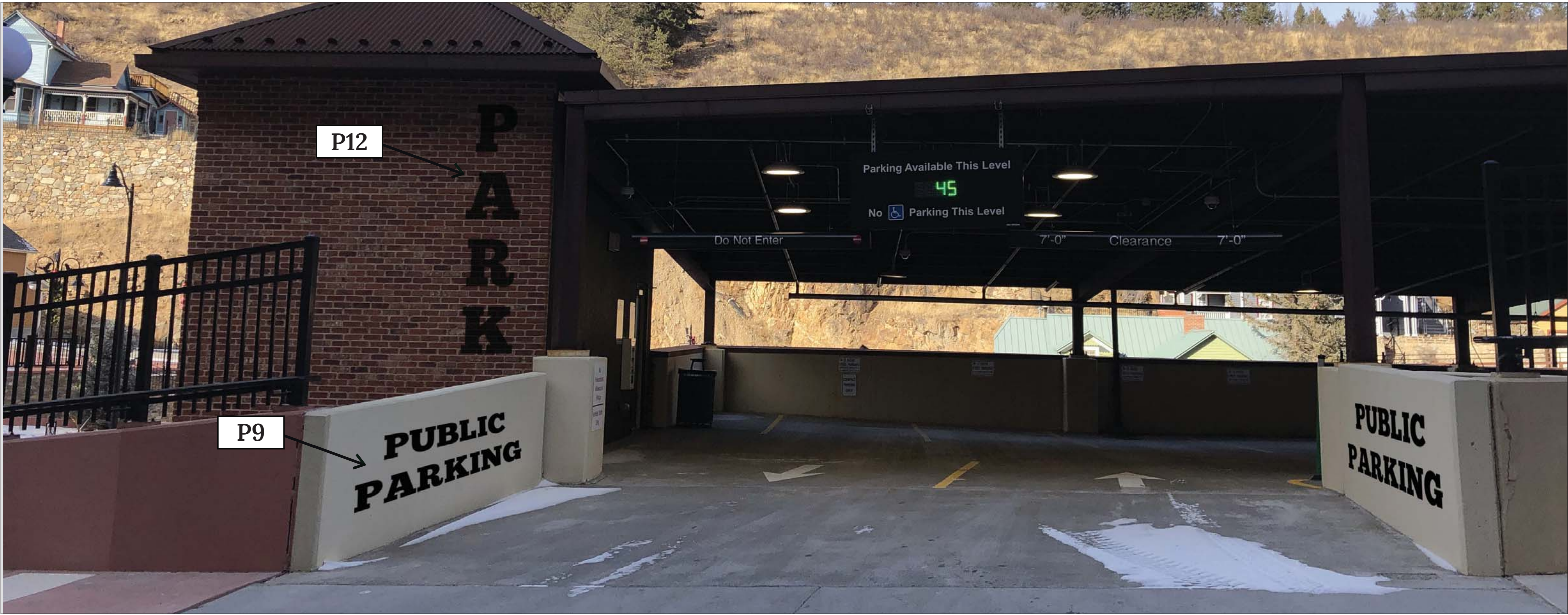
Site Plan Sign ID = P11
Site Plan Sign ID = P12

2'-0" \updownarrow **P**
A
R
K
 \longleftrightarrow 1'-6"

7'-11" \longleftrightarrow
 \updownarrow 9" **ST. CHARLES**
CARRIAGE HOUSE
 \longleftrightarrow 10'-11"



Site Plan Sign ID = P9
Site Plan Sign ID = P12



Site Plan Sign ID = WS6



Site Plan Sign ID = WS2



Site Plan Sign ID = WS1
Site Plan Sign ID = WS1



Gregory Street HARD District® Comprehensive Sign Plan Amendment

221-496 Gregory Street, Black Hawk
April 2022

FINAL



Certificate of Completeness

This Comprehensive Sign Plan has been approved by the Black Hawk City Council on _____, 202__.

Resolution No. _____

This Document represents the approved Comprehensive Sign Plan Including any conditions by City Council.

Completeness certification by Baseline Corporation this _____ day of _____, 202__.

Signature: _____

Vincent Harris, AICP – Planning Director

On behalf of the City of Black Hawk

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1 | INTRODUCTION

Purpose

The Gregory Street Comprehensive Sign Plan establishes requirements for all signs within the Gregory Street HARD District®. It shall be used as a reference, along with building and zoning codes, for all business developments in the District. This will encourage a distinct identity for Gregory Street and the HARD District® through uniform materials, colors, and styles reflecting the Black Hawk mining Community that makes the City unique.

Gregory Street HARD District®

The History Appreciation Recreation Destination District (HARD District®) was established in March of 2013 and is dedicated to public use, allowing the City of Black Hawk to provide recreation and destination activities for the residents and visitors of the City of Black Hawk. The District includes properties on both sides of Gregory Street from Gregory Point at Mountain City down to Crooks Palace. The historic nature of this District, with its vintage houses and classic commercial structures, is common to the 19th Century mining era. The HARD District® presents the opportunity to highlight the historic character of the City. It is for this reason that The HARD District® is a priority and drives the design behind this sign plan. This sign plan shall be considered jointly with the Gregory Street Sub-Area Plan as they both outline improvements planned for the District. Any mention of the HARD District® Sign Committee is in reference to the body established in Section 15-51(d) of the City Municipal Code.

Context - Locating Signage in the HARD District®

Sign locations have been determined for each individual structure based on historical appropriateness, visibility, public safety, aesthetic appeal, and structural integrity. City Staff also considered other design elements, including lighting, fencing, stairs, and architectural features to determine sign locations.

Plan Updates and Amendments

Once this Comprehensive Sign Plan is approved and adopted, additional signs and changes to the size of existing signs will require review and approval. Additions or changes that consist of 10% or less of the total approved sign area can be reviewed administratively. Additions or changes that increase the total approved sign area by more than 10% will require review and approval by the Black Hawk City Council.

2 | OVERALL SIGN CONSIDERATIONS

Objectives

Signage helps people orient themselves in physical space and navigate from place to place. It is a functional wayfinding system that can present a theme unique to a place in order to communicate information to visitors. A branded design that is consistent in style, color, and theme throughout a district or area can enhance a sense of place identity.

Historical Aesthetic, Identifying the HARD District®

Redevelopment of the Gregory Street corridor is an effort to preserve Black Hawk's rich history that is reflected today in the core of downtown as well as residential areas throughout the City. The HARD District® is characterized by historic residences and strong 2-3 story flat-faced commercial architecture common to the 19th century mining era.

The City of Black Hawk Comprehensive Plan states the goals for the Hard District® are as follows: transition from a local gaming area to a regional resort destination, promote heritage tourism, encourage diversified commercial development that complements gaming, strengthen outdoor recreational opportunities, and expand public transportation. This area is designated as a pedestrian-friendly plaza where restaurants, craft breweries, tasting rooms, boutique lodging, historic tourism, festivals and speciality fairs attract visitors from within and outside of Colorado. Signage is a crucial part of creating a sense of place in the District.

Design for Historic Gregory Street

The sign types and designs on these pages represent a specific design that has been developed in order to reinforce the spirit of the HARD District®.

Entryway and wayfinding signage follow specific design themes so as to offer easy-to-recognize maps and highlights for visitors to reference while in the District. This repetition in design is intended to make the visitor feel that they can quickly and easily find information they need to orient and educate themselves in the environment.

Commercial signage aesthetics are drawn from existing and vintage signage, photographs, and other historic references. There are a few options to choose from, but tenants in the HARD District® buildings are restricted to specific sign designs and placement based

on the Sign Plan establishing guidance and recommendations.

Signage colors are encouraged to be chosen from the *historic color palette*, as defined in the Commercial Design Guidelines. Alternatives to that palette will be reviewed by the HARD District® Sign Committee.



Design Review

The HARD District® Sign Committee will perform initial review of the Gregory Street Comprehensive Sign Plan prior to review and approval by the City Council. Once the Gregory Street Comprehensive Sign Plan is approved, signs included in the Plan will not require additional approvals. Proposed Gregory Street signs NOT included in this Plan must be included in an approved Amendment to this Plan or an approved Tenant Sign Plan prior to issuance of a Sign Permit.

Sign and Building Permits

Sign permits are required. The owner or the owner’s authorized representative may apply for a sign permit for signs that identify the business or for signs providing information regarding the services of the business being advertised on the subject property.

Procedures for obtaining a sign permit shall be in compliance with the City of Black Hawk Municipal Code Section 15 Article II.

Building permits are required for installation of an approved sign.

4 | GENERAL PRINCIPLES FOR SIGN PLANNING

Guidlines for Planning and Scale

All wayfinding and commercial signage designs and guidelines were developed to create an environment of information sharing that is human-scale, approachable, aesthetically pleasing, and true to the character of the HARD District®.

As the tables on the following pages show, properties are allowed a specific amount of square footage for their signage. Tenants must adhere to the location and type of signs predetermined by this Plan.

Temporary Signs

The City of Black Hawk has established the Gregory Street HARD District® Business Marketing Association which may organize and promote events at the Gregory Plaza. The Marketing Association will review all proposed temporary signs for all events it organizes. Once approved by the Marketing Association, all proposed temporary signs shall be submitted to the Gregory Street HARD District® Sign Committee for final review and approval in accordance with Section

15-54 of the Black Hawk Sign Code. Temporary signs in the HARD District® may be placed amongst a grouping of buildings, may be placed on a fence or wall, and are restricted in size to eight feet times the length of the lot.

5 | SIGN TYPES FOR COMMERCIAL USES

Considering Sign Types

The following sign types are allowed by the City of Black Hawk for commercial uses within the Gregory Street HARD District®.

Freestanding Pole Signs

In areas where it is inappropriate to hang a sign on a building or other structure, a freestanding pole sign can accommodate the approved blade sign design for a commercial space. Please reference page 17 for a visual detail of this option.

Blade Signs

Blade signs are perhaps the most common type of sign to be found in historic commercial areas. A specific design approved by City staff is included on page 17 and may be hung on a commercial building face, beam, or other support.

Wall Signs

Wall signs, referenced on page 23 - 27, are allowed when a sign affixed to the building face is the most aesthetically, structurally, and historically appropriate choice for a commercial space.

Window and Door Signs

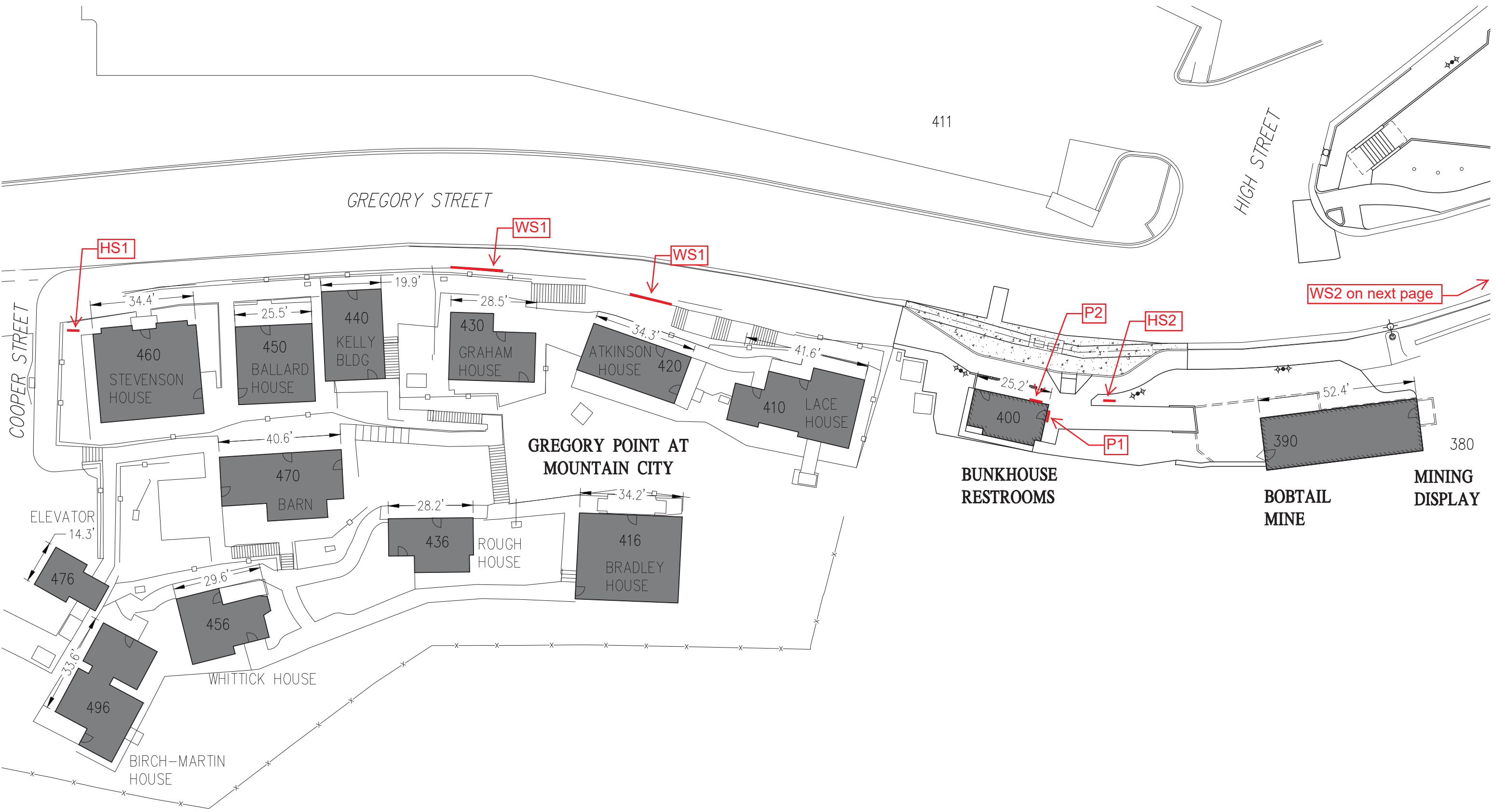
Window and door signs are allowed on commercial spaces but must not exceed twenty-five (25) percent of the window or door area. Color of window signs must be approved by the HARD District® Sign Committee. Please reference page 19 for a visual detail of this option.

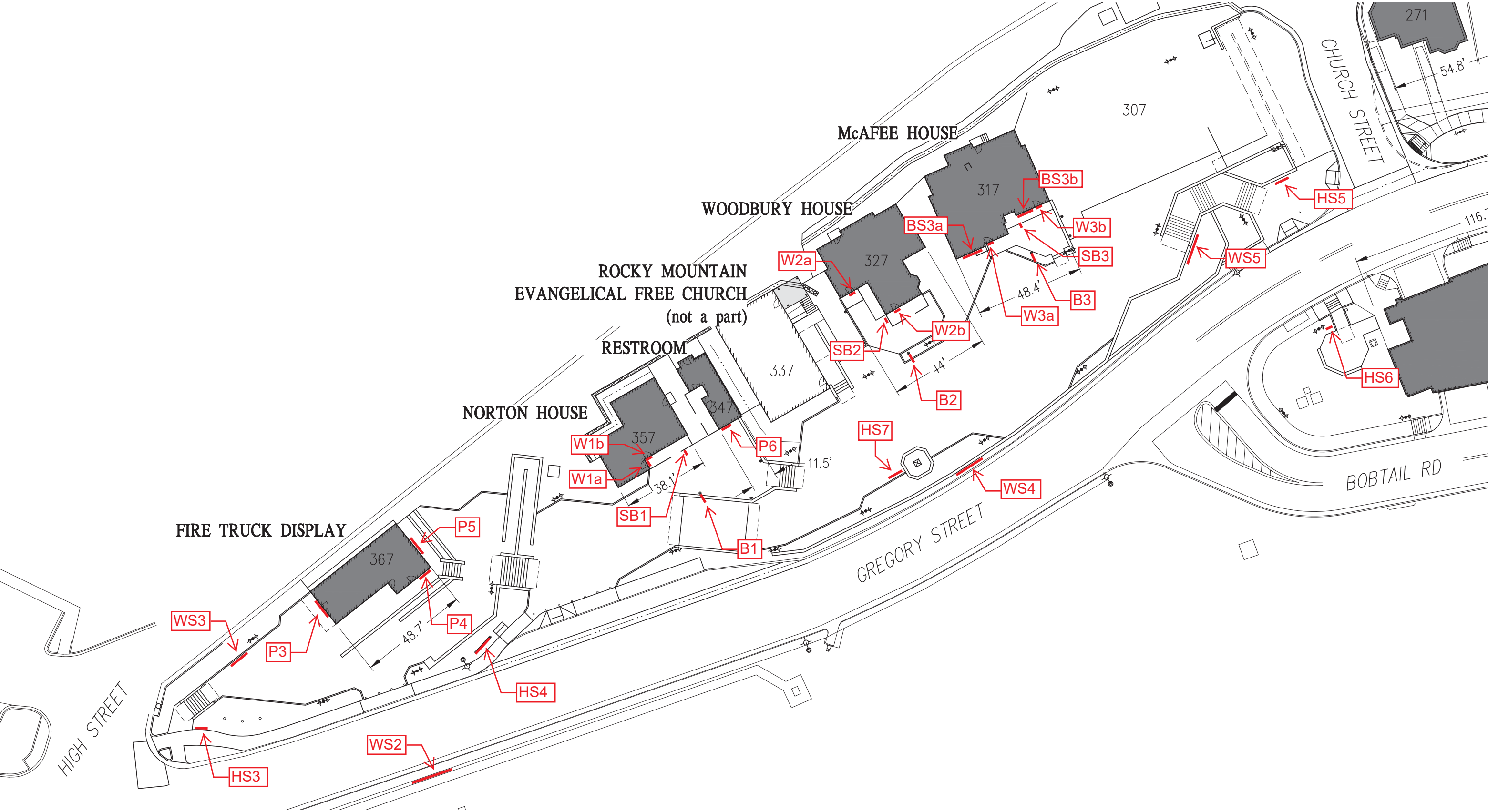
Sandwich Board (Ground) Signs

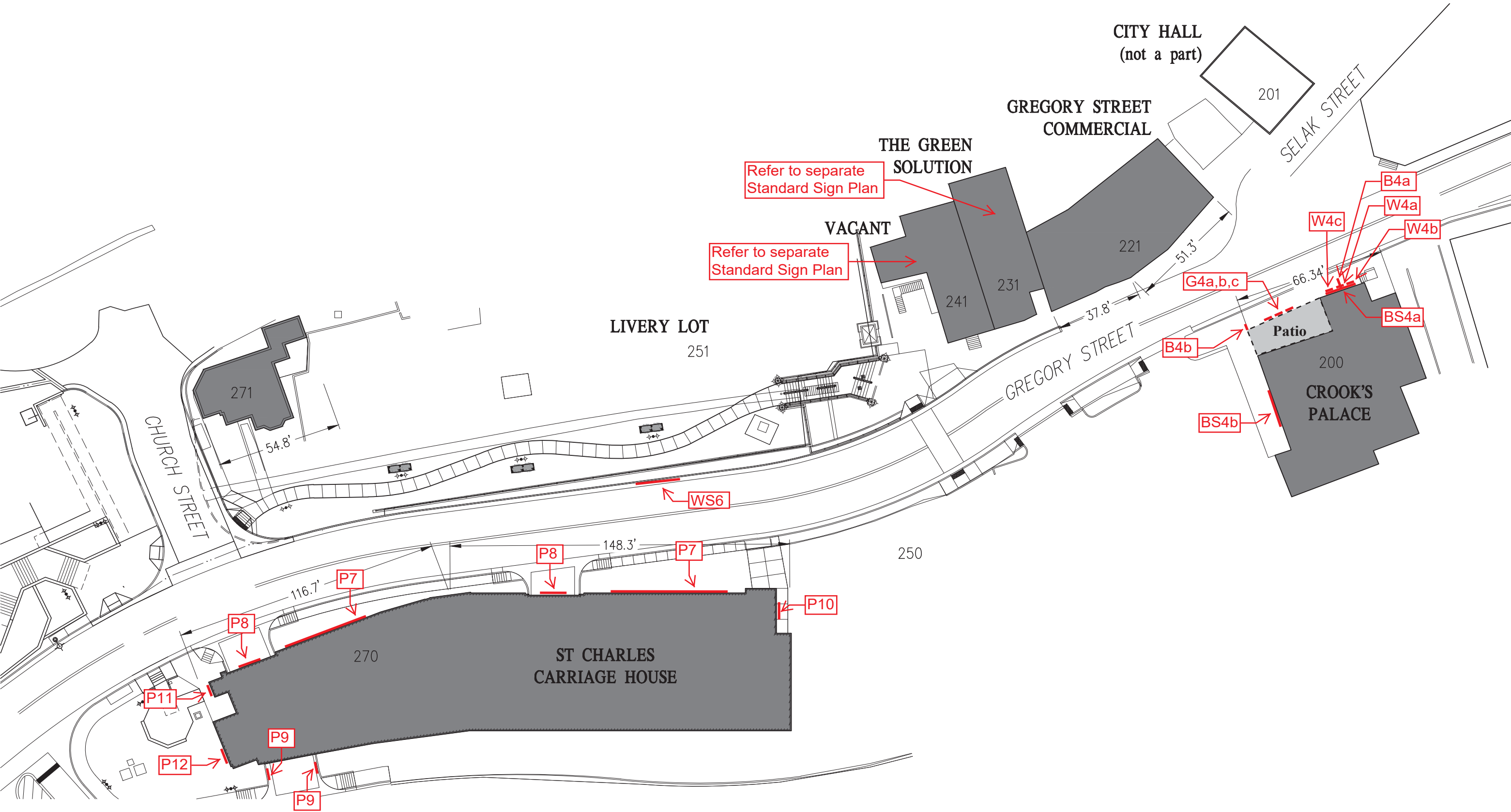
One freestanding sandwich board (or ground) sign has been approved with this plan for each commercial building. Dimensions, logo, and materials are represented on Page 18. Contact the Community Planning & Development Department for information on obtaining a sandwich board sign.



6 | Gregory Point at Mountain City and Bobtail Point Site Plan







BUILDING FRONTAGE & ALLOWABLE SIGN CALCULATION	
Total Building Frontage (LF):	1,090.94 LF
Allowable Sign Area (SF): (Per Section 15-61 of the Sign Code – each building is allowed a minimum of 128 SF)	3,209.00 SF
Total Allowed Sign Area Calculation (SF): (Per Section 15-61 of the Sign Code – sign area awarded for a comprehensive sign plan equals the total building frontage x 135%)	4,332.15 SF
Total Proposed Sign Area	803.15 SF

GREGORY POINT AT MOUNTAIN CITY & BOBTAIL POINT									
Sign ID	Gregory Street Address – Name of Building	Building Frontage (LF)	Allowed Sign Area (SF)	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet
TBD	496 – Birch-Martin House	33.6	128						TBD
TBD	476 – Elevator	14.3	128						TBD
TBD	470 – Barn	40.6	128						TBD
TBD	460 – Stevenson House	34.4	128						TBD
TBD	456 – Whittick House	29.6	128						TBD
TBD	450 – Ballard House	25.5	128						TBD
TBD	440 – Kelly Building	19.9	128						TBD
TBD	436 – Rough House	28.2	128						TBD
TBD	430 – Graham House	28.5	128						TBD
TBD	420 – Atkinson House	34.3	128						TBD
TBD	416 – Bradley House	34.2	128						TBD
TBD	410 – Lace House	41.6	128						TBD
P1	400 – Bunkhouse Restrooms	25.2	128	Paint on Building	1	3’-0” x 0’-8” (3’ x 0.67’)	East elevation	None	2.01
P2				Paint on Building	1	4’-8” x 1’-6” (4.67’ x 1.5’)	North elevation	None	7.01
TBD	390 – Bobtail Mine	52.4	128						TBD
TBD	380 – Mining Display	0	128						TBD
Sign ID	Historical Signs (HS) & Wall Signs (WS)	Building Frontage (LF)	Allowed Sign Area (SF)	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet
HS1	Historic Information Sign at Cooper Street	0	0	Free Standing	1	5’-0” x 3’-0” (5’ x 3’)	SE corner of Cooper Street and Gregory Street	Indirect	15.00
HS2	LCD Monitor and Tram Stop Topper Sign at Bobtail Mine	0	0	Free Standing	2	Monitor 1’-6” x 3’-6” (1.5’ x 3.5’) Topper: 2’-0” x 1’-8” (2’ x 1.67’) (double sided)	On Gregory Street between Bunkhouse Restrooms and Bobtail Mine	Indirect	5.25 6.68
WS1	Gregory Point Wall Sign	0	0	Wall Sign	2	19’-9” x 1’-8”	On Gregory Street wall in front of 410 – 496 Gregory Street addresses	None	32.90
WS2	Bobtail Point Wall Sign	0	0	Wall Sign	1	18’-6” x 1’-8”	Gregory Street between Bobtail Street and the Bobtail Mine	None	30.82
	GREGORY POINT/BOBTAIL POINT SUBTOTALS	442.3	1,920		8				99.67



7 | Sign Area Calculations

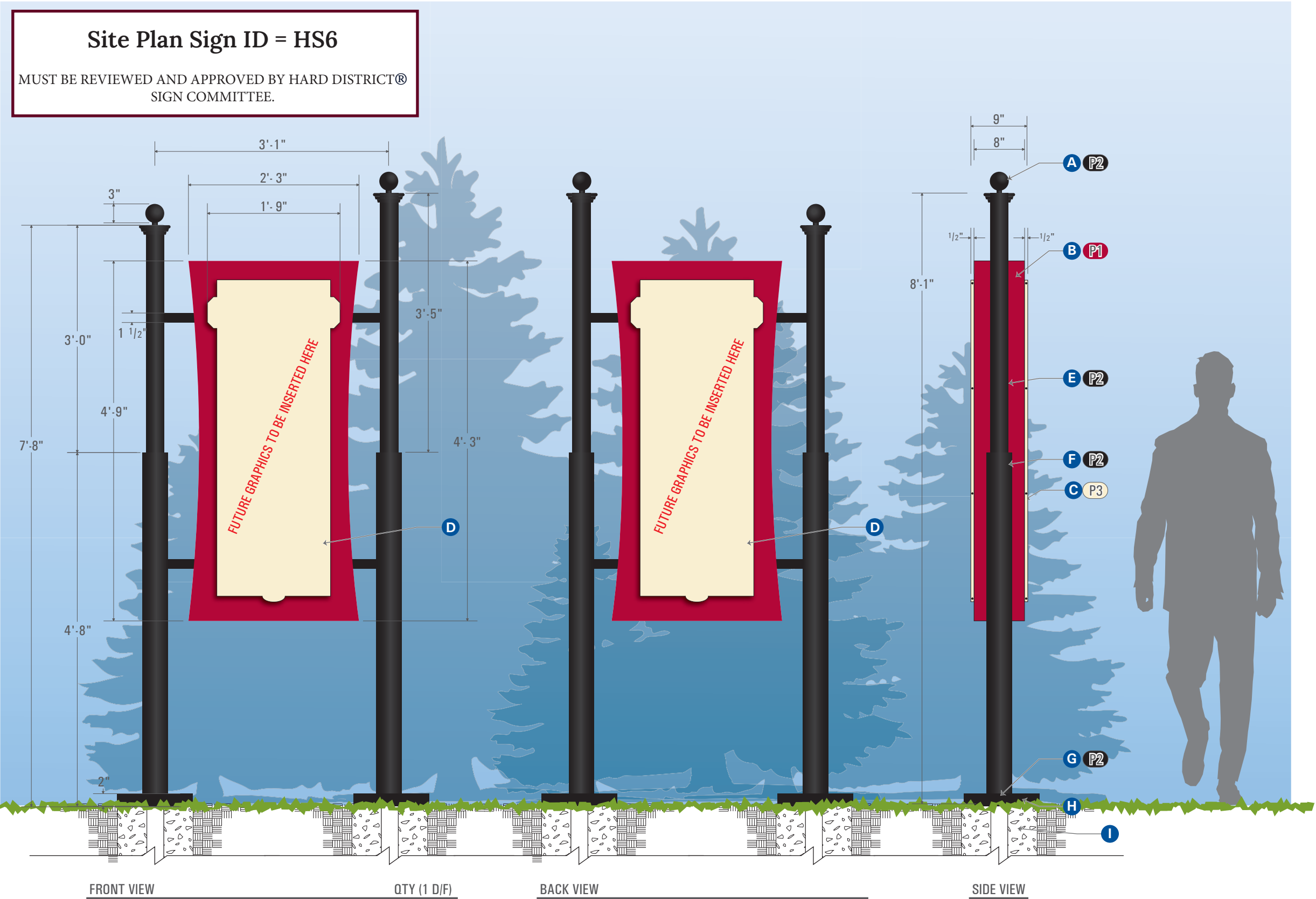
GREGORY PLAZA									
Sign ID	Gregory Street Address – Name of Building	Building Frontage (LF)	Allowed Sign Area (SF)	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet
P3	367 – Fire Truck Display	48.7	128	Paint on Building	1	20.25” x 132” (1.69’ x 11’)	West elevation	None	18.59
P4				Paint on Building	1	20.25” x 132” (1.69’ x 11’)	South elevation	None	18.59
P5				Paint on Building	1	20.25” x 132” (1.69’ x 11’)	East elevation	None	18.59
B1	357 – Norton House	38.1	128	Blade with Medallion	1	Blade: 2’ x 3’ (double sided) Medallion: 1’ x 1’ (double sided)	Catenary Light Pole	None	14.00
SB1				Sandwich Board with Medallion	1	SB: 2’ x 3’ (double sided) Medallion: 1’ x 1’ (double sided)	Plaza	None	14.00
W1a W1b				Window	2	Not to exceed 25% of window	Front Door	None	3.00
P6	347 – Restroom	11.5	128	Paint on Building	1	4’-8” x 1’-6” (4.67’ x 1.5’)	South elevation	None	7.01
B2	327 – Woodbury House	44	128	Blade with Medallion	1	Blade: 2’ x 3’ (double sided) Medallion: 1’ x 1’ (double sided)	Catenary Light Pole	None	14.00
SB2				Sandwich Board with Medallion	1	SB: 2’ x 3’ (double sided) Medallion: 1’ x 1’ (double sided)	Plaza	None	14.00
W2a W2b				Window	2	Not to exceed 25% of window	Front Door	None	3.00
B3	317 – McAfee House	48.4	128	Blade with Medallion	1	Blade: 2’ x 3’ (double sided) Medallion: 1’ x 1’ (double sided)	Catenary Light Pole	None	14.00
SB3				Sandwich Board with Medallion	1	SB: 2’ x 3’ (double sided) Medallion: 1’ x 1’ (double sided)	Plaza	None	14.00
W3a W3b				Window	2	Not to exceed 25% of window	Front Door	None	3.00
BS3a				Wall/Building Sign	1	2’ x 10’	Left Front Building Façade	None	20.00
BS3b				Wall/Building Sign	1	2’ x 8’	Right Front Building Façade	None	16.00
TBD	307 - TBD	0	0						TBD
Sign ID	Historical Signs (HS) & Wall Signs (WS)	Building Frontage (LF)	Allowed Sign Area (SF)	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet
HS3	Historic Information Sign at High Street	0	0	Free Standing	1	5’-0” x 3’-0” (5’ x 3’)	NE corner of High Street and Gregory Street	Indirect	15.00
HS4	LCD Monitor and Tram Stop Topper at Gregory Plaza	0	0	Free Standing	3	Directory: 4’-7.5” x 3’-2” (4.63’ x 3.17’) Monitor: 3’-6” x 1’-6” (3.5’ x 1.5’) Topper: 2’-0” x 1’-8” (2’ x 1.67’) (double sided)	On Gregory Street at Tram Stop	Indirect LCD Indirect	14.68 5.25 6.68
HS5	Historic Information Sign at Church Street	0	0	Free Standing	1	5’-0” x 3’-0” (5’ x 3’)	NW corner of Church Street and Gregory Street	Indirect	15.00
HS6	Historic Information Sign at St. Charles Carriage House	0	0	Free Standing	1	1’-9” x 4’-3” (1.75’ x 4.25’) (double sided)	West of Carriage House	Indirect	14.88
HS7	Historic Information Sign at Clock Tower	0	0	Podium Sign	1	6’-4” x 4’-0	On Gregory Plaza next to The Clock Tower	None	25.33
WS3	Gregory Plaza Wall Sign at High Street	0	0	Wall Sign	1	11’-2” x 3’-8”	On Gregory Street at High Street	Direct	40.94
WS4	Gregory Plaza Wall Sign on Gregory Street	0	0	Wall Sign	1	18’-0” x 1’-6”	On Gregory Street facing Bobtail Street	None	27.00
WS5	Gregory Plaza Wall Sign at Church Street	0	0	Wall Sign	1	6’-8” x 2’-4”	On Gregory Street at Church Street	Direct	15.55
GREGORY PLAZA SUBTOTALS		190.7	640		28				372.09



LOWER GREGORY STREET									
Sign ID	Gregory Street Address and Name of Building	Building Frontage (LF)	Allowed Sign Area (SF)	Sign Type	Quantity	Size	Location	Illumination	Total Square Feet
TBD	271 – Vacant Building	37.5	128						TBD
TBD	251 – Livery Lot	TBD	TBD						TBD
TBD	250 – Vacant Lot	TBD	TBD						TBD
TBD	221 a – Commercial Rental Space	89.1	128						TBD
TBD	221 b – Commercial Rental Space								TBD
TBD	221 c – Commercial Rental Space								TBD
TBD	221 d – Commercial Rental Space								TBD
BS4a	200 – Crook’s Palace	66.34	128	Wall/Building Sign	1	16’-3” x 2’-0” (16.25’ x 2’)	Front Façade	Indirect	32.5
BS4b				Wall/Building Sign	1	19’-2” x 3’-7” (19.17 x 3.58)	West Façade	Indirect	68.63
B4a				Double Sided Blade	1	4’-4” x 2’-10” (4.33’ x 2.83’)	Above Front Door	Indirect	24.50
B4b				Double Sided Blade	1	4’-4” x 2’-10” (4.33’ x 2.83’)	Along Patio	Indirect	24.50
W4a				Window	1	1’-2” x 1’-6” (1.17’ x 1.5’)	Above Front Door	None	1.76
W4b				Window	1	3’-0” x 4’-2” (3’ x 4.17’)	East of Front Door	None	12.51
W4c				Window	1	3’-0” x 4’-2” (3’ x 4.17’)	West of Front Door	None	12.51
G4a				Glass	1	3’-0” x 1’-0” (3’ x 1’)	On Patio Glass Partition	None	3.00
G4b				Glass	1	2’-1” x 1’-2” (2.08’ x 1.17’)	On Patio Glass Partition	None	2.43
G4c				Glass	1	3’-0” x 1’-0” (3’ x 1’)	On Patio Glass Partition	None	3.00
P7	270 – St. Charles Carriage House	265	265	Paint on Brick (advertising)	2	37’-3” x 1’-8”	On Building Façade on Gregory Street	None	123.67
P8				Paint on Arch (Non-advertising)	2	4’-0 x 8.5”	Above Drive Entrances on Gregory Street	None	Exempt
P9				Paint on Wall (Non-advertising)	2	4’-5” x 1’-8”	On Drive Entrance Walls on Bobtail Street	None	Exempt
P10				Paint on Brick (Non-advertising)	1	9’-0” x 1’-6”	On Building Façade facing Crook’s Palace	None	Exempt
P11				Paint on Brick (Non-advertising)	1	10’-11” x 1’-10”	On Building Façade facing Bobtail Street	None	Exempt
P12				Paint on Brick (Non-advertising)	1	7’-8” x 1’-4”	On Building Façade facing Bobtail Street	None	Exempt
WS6	The Livery Lot Wall Sign	0	0	Wall Sign	1	14’-11” x 1’-6”	On Gregory Street in front of The Livery Lot	None	22.38
LOWER GREGORY STREET SUBTOTALS		457.94	649		20				331.39

	TOTALS	1090.94	3209		56				803.15
	SIGN AREA CALCULATION	Allowed Sign Area x 1.35 (for Comprehensive Sign Plans – Section 15-61) 3,209 x 1.35 = 4,332.15 sq. ft.							
	TOTAL ALLOWED SIGN AREA (sq. ft.)	4,332.15							
	TOTAL PROPOSED SIGN AREA (sq. ft.)	803.15							





SCOPE OF WORK

MANUFACTURE & INSTALL NEW EXTERIOR
DIRECTORY SIGN
TECH SURVEY REQUIRED PRIOR TO PRODUCTION

SIGN SPECIFICATIONS

- A SPHERE / DECROTIVE CAP**
3" DIA. ALUMINUM SPHERES PAINTED WITH SATIN
FINISH ATTACHED TO PIPE W/ DECROTIVE ALUMINUM
CAPS
- B CABINET**
8" DEEP ALUMINUM FRAMING WITH 1/8" ALUMINUM
ATTACHED & PAINTED WITH A SATIN FINISH. CABINET
ATTACHED TO EACH PIPE W/ 1 1/2" ALUMINUM SQUARE
TUBES
- C PAN PANEL**
1/2" DEEP REVERSE CONSTRUCTED ALUMINUM PAN.
FACE & RETURNS PAINTED WITH A SATIN FINISH. 1/2" X
1/2" X 1/8" INTERNAL ANGLE PAN TO ATTACH TO
FRAME W/ COUNTERSUNK SCREWS AS REQ'D.
ATTACHED TO RED CABINET W/ PROPER HARDWARE AS
REQ'D
- D DP VINYL**
PRINTED CONTROL TAC W/ CLEAR LAMINATE
- APPLIED 1ST SURFACE ON BACKER PANEL
- E PIPE**
2 7/8" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A
POWDER COAT FINISH WELDED TO 4" DIA. PIPE W/
PLUG WELDS
*ESD DRAWING REQUIRED
- F PIPE**
4" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A
POWDER COAT FINISH. PIPE TO BE 4' BELOW GRADE.
*ESD DRAWING REQUIRED
- G MOUNTING COVER**
12" DIA. .063" THICK ALUMINUM PAINTED WITH A
POWDER COAT FINISH
- H BASE PLATE**
8" DIA. 3/8 ALUMINUM BASE PLATE W/ ANCHOR BOLTS
ATTACHED TO CONCRETE CAISSON
- I CAISSON/POLE**
CONCRETE CAISSON FOR A 4" SCHEDULE 40 STEEL PIPE
*ESD DRAWING REQUIRED

COLOR KEY

- P1** MP - TBD SATIN FINISH
- P2** BLACK POWDER COAT
- P3** MP 25833 BONE WHITE - SATIN

bcsigns
BSC CUSTOM
ARCHITECTURAL - LIGHTING

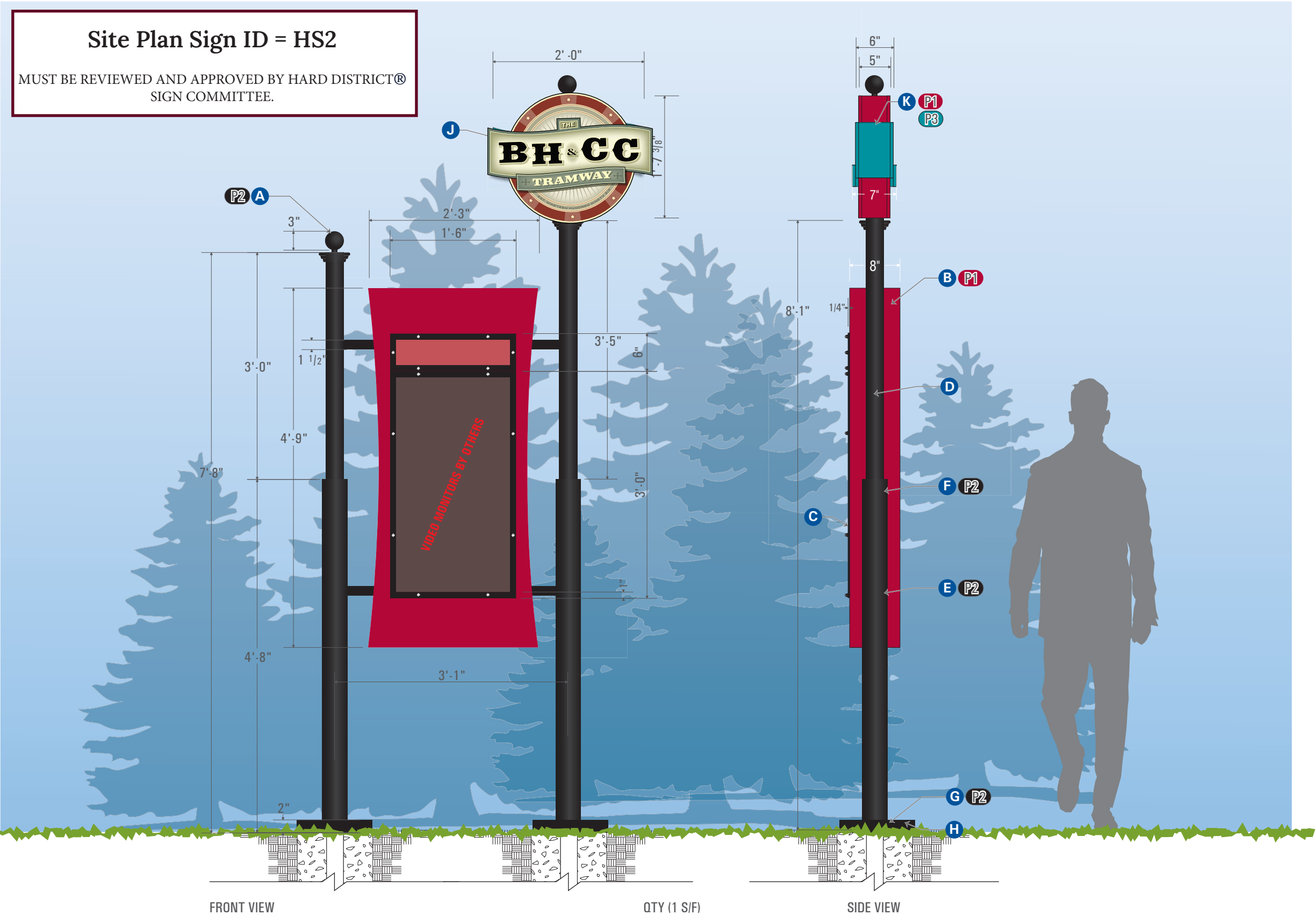
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COLORADO

WSA





SCOPE OF WORK

MANUFACTURE & INSTALL NEW EXTERIOR
DIRECTORY SIGN
TECH SURVEY REQUIRED PRIOR TO PRODUCTION

SIGN SPECIFICATIONS

- A SPHERE / DECROTIVE CAP**
3" DIA. ALUMINUM SPHERES PAINTED WITH SATIN FINISH ATTACHED TO PIPE W/ DECROTIVE ALUMINUM CAPS
- B CABINET**
8" DEEP ALUMINUM FRAMING WITH 1/8" ALUMINUM ATTACHED & PAINTED WITH A SATIN FINISH. CABINET ATTACHED TO EACH PIPE W/ 1 1/2" ALUMINUM SQUARE TUBES. LEAVE ROOM INSIDE FOR (2) 18" x 34" LCD MONITORS (TBD - BY OTHERS)
- C FACE & RETAINERS**
1" x 1/4" THICK FLAT BAR RETAINERS PAINTED WITH A BLACK POWDER COAT FINISH MOUNTED TO CABINET W/ 3/8" BOLTS & ACORN NUTS TO MATCH EXISTING. CLEAR POLYCARBONATE FACES TO PROTECT MONITORS
- D PIPE**
2 7/8" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A BLACK POWDER COAT FINISH WELDED TO 4" DIA. PIPE W/ PLUG WELDS
**ESD DRAWING REQUIRED*
- E PIPE**
4" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A POWDER COAT FINISH. PIPE TO BE 4' BELOW GRADE.
**ESD DRAWING REQUIRED*
- F MOUNTING COVER**
12" DIA. .063" THICK ALUMINUM PAINTED WITH A POWDER COAT FINISH
- G BASE PLATE**
12" DIA. 3/8 ALUMINUM BASE PLATE W/ ANCHOR BOLTS ATTACHED TO CONCRETE CAISSON
- H BASE PLATE**
8" DIA. 3/8 ALUMINUM BASE PLATE W/ ANCHOR BOLTS ATTACHED TO CONCRETE CAISSON
- I CAISSON/POLE**
CONCRETE CAISSON FOR A 4" SCHEDULE 40 STEEL PIPE
**ESD DRAWING REQUIRED*
- J TRAM STOP TOPPER**
CONSTRUCTION / GRAPHICS TBD
- K MULTI-LAYERED DOUBLE FACED PAN CHANNEL**
5"-7" DEEP FRONT LIT LOGO
1" PAINTED TRIM CAP AND RETURNS (GREEN/RED TBD)
7328 WHITE 3/16" ACRYLIC FACE W/ DIGITALLY PRINTED TRANS VINYL GRAPHICS APPLIED 1ST SURFACE
INTERNALLY ILLUMINATED BY 6500-7000K WHITE LEDS
POLE MOUNTED WITH PROPER HARDWARE AS REQ'D

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7245 W. 116th Pl. Broomfield, CO 80020

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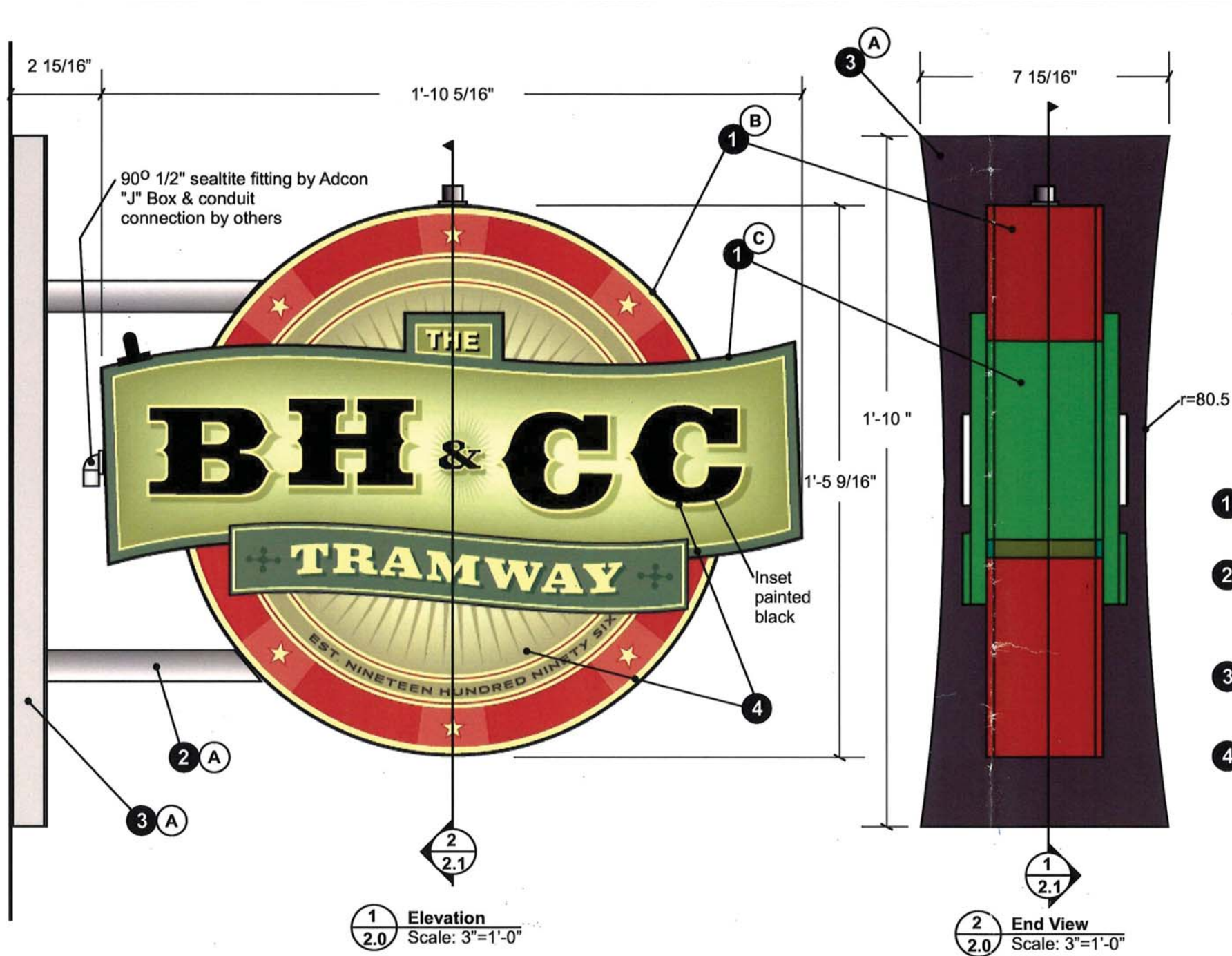
UL

CSA

WISA

ANSI





Sign Type B.4 D/F Wall Mount Sign (Qty: 3)

- 1 Cabinet Frame: Routed .090 aluminum perimeter rings welded to formed .090 aluminum returns. Use 1/2" aluminum tubing and formed .090 aluminum channel for internal bracing.
- 2 Mounting Bracket: 1"x1/8" aluminum round tubing bolts to frame inside cabinet. Tubing welds to 3/16" aluminum plate inside 1" deep .090 aluminum Escutcheon. Plate bolts to wall with 3/8" anchors as required. Use top tube for wireway to wall.
- 3 Escutcheon: Routed .090 aluminum face welded to formed .090"x1" returns. Fasten to clips welded to mounting plate with countersink screws into return. Paint screw heads to match.
- 4 Face: Various thicknesses of Routed acrylic glued together to form multi-layered graphic. Face attaches to frame with custom retainer and countersink screws into return of cabinet.

Copy: "BH & CC" shall be F.C.O. 1/4" Ivory translucent acrylic with .040 aluminum laminated insets. Letters are glued to 1/2" clear acrylic backer. *

Copy: "TRAMWAY" and background banner are digital printed image laminated to 1/4" clear acrylic glued to 1/2" clear acrylic backer.

Copy: All other copy and background graphics are digital printed images and laminated to corresponding acrylic layer below.

Note: All edges of acrylic layers shall be painted to match color of cabinet returns. Except BH & CC

- 5 Illumination: 12mm ELG white 6500 Mercury Argon tubing. Use 120V, 2.1 amps (Approx) outdoor UL approved mini transformer as required.
*=Laminated .040 Alum. inset painted gloss black.

COLORS & FINISHES:

- (A) Powder Coat Black (Gloss)
- (B) MPC 11531 Dark Red (PMS 216) Semi gloss
- (C) To Match PMS 5545 Green (Semi gloss)

NOTE: Digital Graphics by Fineline.
Final client approval pending.

ADCON

Advertising Concepts Incorporated
3725 Canal Drive,
Fort Collins, CO 80524
970 484 3637
www.adcon-signs.com

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Shop Drawing
12-08-04

Sign Type B.4
D/F Wall Mount Sign

City of Black Hawk
BH & CC Tramway
Black Hawk, CO

Drawn by: Brent C.
Account Manager: Merv E.
Project Manager: Gary J.

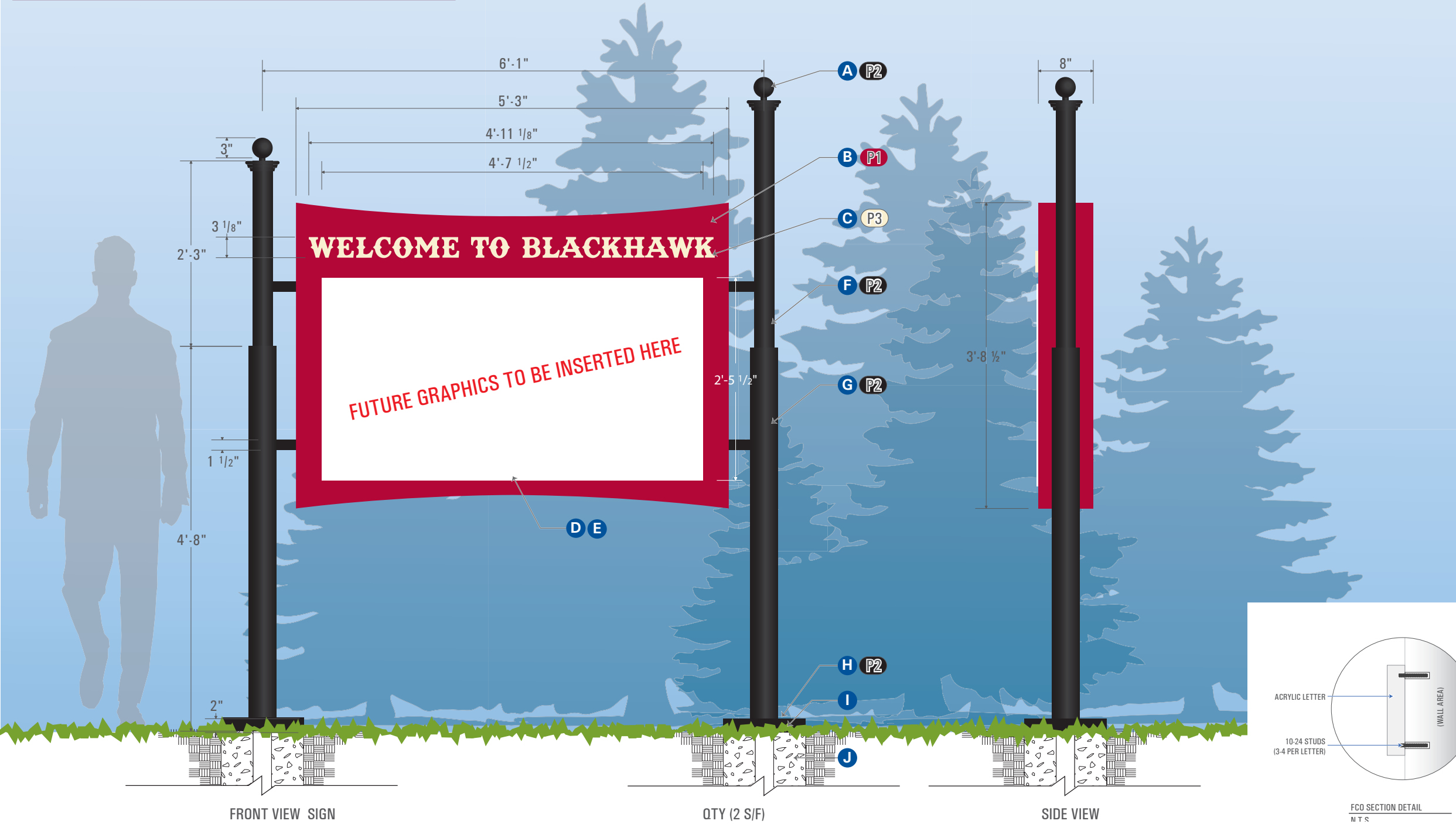




Site Plan Sign ID = HS3

Site Plan Sign ID = HS5

MUST BE REVIEWED AND APPROVED BY HARD DISTRICT®
SIGN COMMITTEE.



SCOPE OF WORK

MANUFACTURE & INSTALL NEW EXTERIOR
DIRECTORY SIGN
TECH SURVEY REQUIRED PRIOR TO PRODUCTION

SIGN SPECIFICATIONS

- A SPHERE / DECROTIVE CAP**
3" DIA. ALUMINUM SPHERES PAINTED WITH SATIN
FINISH ATTACHED TO PIPE W/ DECROTIVE ALUMINUM
CAPS
- B CABINET**
8" DEEP ALUMINUM FRAMING WITH 1/8" ALUMINUM
ATTACHED & PAINTED WITH A SATIN FINISH. CABINET
ATTACHED TO EACH PIPE W/ 1 1/2" ALUMINUM SQUARE
TUBES
- C FCO**
3/8" THICK CLEAR ACRYLIC PAINTED WITH A SATIN
FINISH. FLUSH MOUNTED WITH STUDS
- D BACKER**
1/4" ALUMINUM PAINTED WITH A SATIN FINISH
ATTACHED CABINET FACE. WITH 3/8" HARDWARE
- E DP VINYL**
PRINTED CONTROL TAC W/ CLEAR LAMINATE
- APPLIED 1ST SURFACE ON BACKER PANEL
- F PIPE**
2 7/8" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A
POWDER COAT FINISH WELDED TO 4" DIA. PIPE W/
PLUG WELDS
**ESD DRAWING REQUIRED*
- G PIPE**
4" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A
POWDER COAT FINISH. PIPE TO BE 4' BELOW GRADE.
**ESD DRAWING REQUIRED*
- H MOUNTING COVER**
12" DIA. .063" THICK ALUMINUM PAINTED WITH A
POWDER COAT FINISH
- I BASE PLATE**
8" DIA. 3/8 ALUMINUM BASE PLATE W/ ANCHOR BOLTS
ATTACHED TO CONCRETE CAISSON
- J CAISSON/POLE**
CONCRETE CAISSON FOR A 4" SCHEDULE 40 STEEL PIPE
**ESD DRAWING REQUIRED*

COLOR KEY

- P1** MP - TBD SATIN FINISH
- P2** BLACK POWDER COAT
- P3** MP 25833 BONE WHITE - SATIN

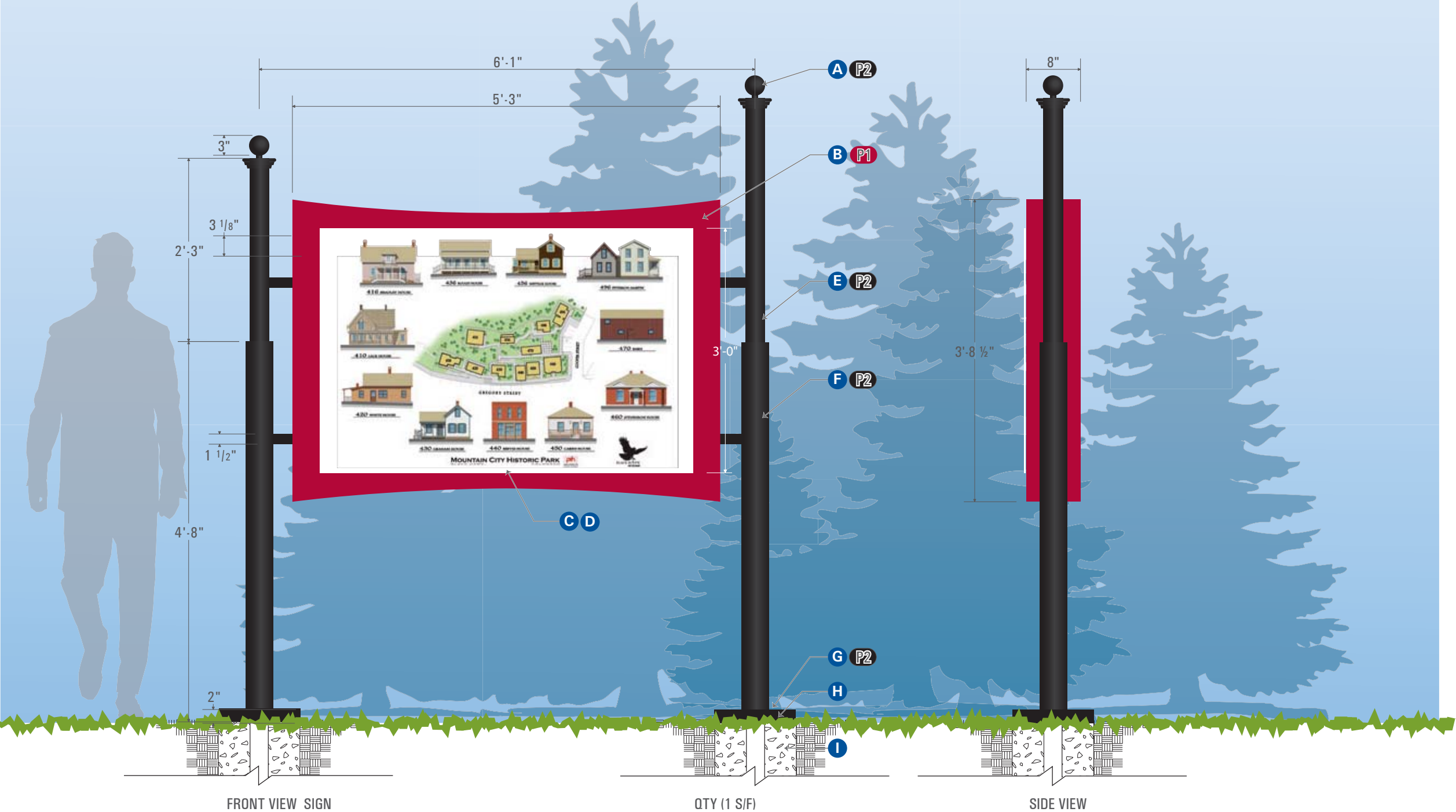
bscsigns
BSCCUSTOM
ARCHITECTURAL - LIGHTING

7245 W. 116th Pl. Broomfield, CO 80020
303.464.0644
www.bscsigns.com www.bscscustom.com



Site Plan Sign ID = HS1

MUST BE REVIEWED AND APPROVED BY HARD DISTRICT® SIGN COMMITTEE.



SCOPE OF WORK

REMOVE AND DISPOSE EXISTING DIRECTORY
MANUFACTURE & INSTALL NEW EXTERIOR
DIRECTORY SIGN
TECH SURVEY REQUIRED PRIOR TO PRODUCTION

SIGN SPECIFICATIONS

- A SPHERE / DECROTIVE CAP**
3" DIA. ALUMINUM SPHERES PAINTED WITH SATIN
FINISH ATTACHED TO PIPE W/ DECROTIVE ALUMINUM
CAPS
- B CABINET**
8" DEEP ALUMINUM FRAMING WITH 1/8" ALUMINUM
ATTACHED & PAINTED WITH A SATIN FINISH. CABINET
ATTACHED TO EACH PIPE W/ 1 1/2" ALUMINUM SQUARE
TUBES
- C BACKER**
1/4" ALUMINUM PAINTED WITH A SATIN FINISH
ATTACHED CABINET FACE. WITH 3/8" HARDWARE
- D DP VINYL**
PRINTED CONTROL TAC W/ CLEAR LAMINATE
- APPLIED 1ST SURFACE ON BACKER PANEL
- E PIPE**
2 7/8" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A
POWDER COAT FINISH WELDED TO 4" DIA. PIPE W/
PLUG WELDS
**ESD DRAWING REQUIRED*
- F PIPE**
4" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A
POWDER COAT FINISH. PIPE TO BE 4' BELOW GRADE.
**ESD DRAWING REQUIRED*
- G MOUNTING COVER**
12" DIA. .063" THICK ALUMINUM PAINTED WITH A
POWDER COAT FINISH
- H BASE PLATE**
8" DIA. 3/8 ALUMINUM BASE PLATE W/ ANCHOR BOLTS
ATTACHED TO CONCRETE CAISSON
- I CAISSON/POLE**
CONCRETE CAISSON FOR A 4" SCHEDULE 40 STEEL PIPE
**ESD DRAWING REQUIRED*

COLOR KEY

- P1** MP - TBD SATIN FINISH
- P2** BLACK POWDER COAT

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ARCHITECTURAL - LIGHTING

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303.464.0644
www.bcsigns.com www.bscustom.com

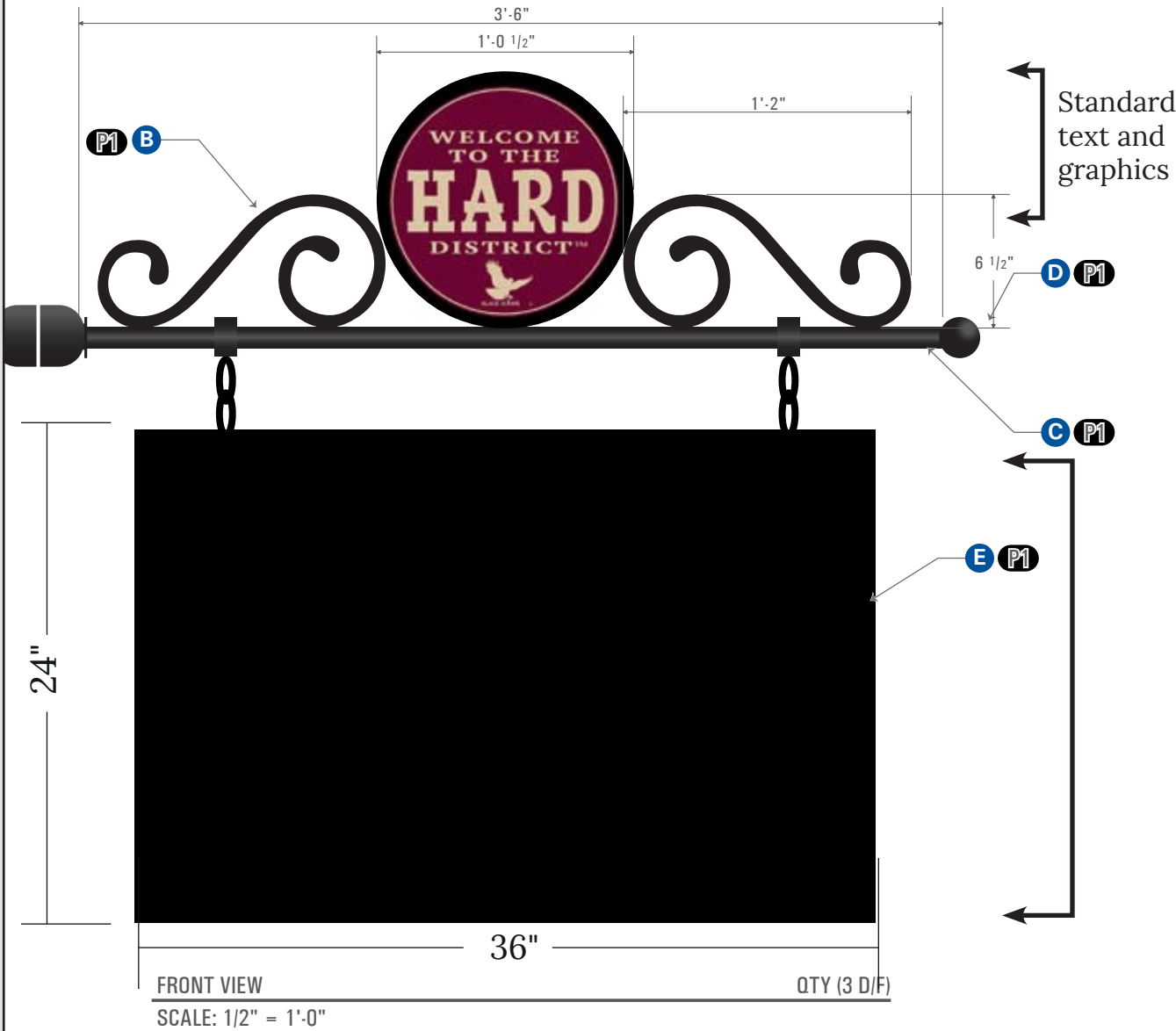
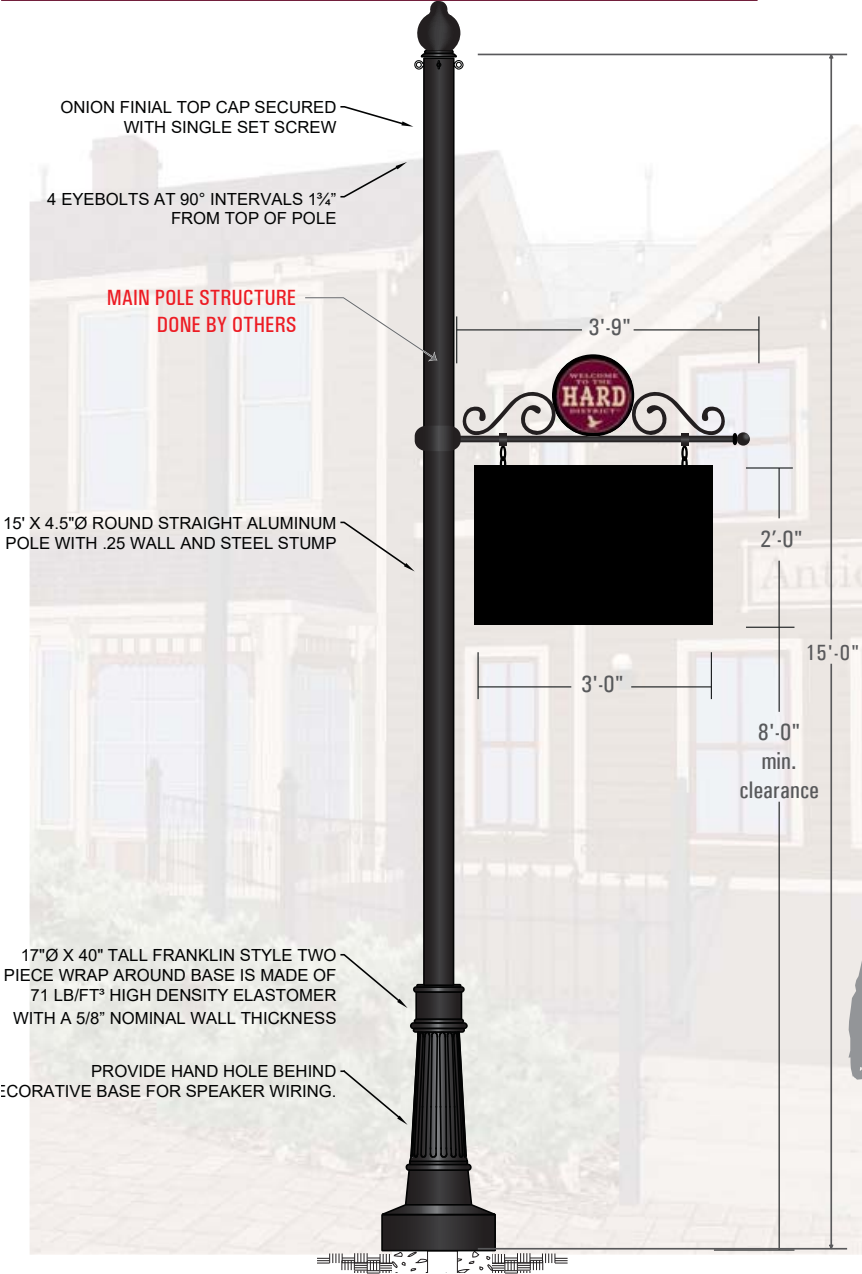


Site Plan Sign ID = B1

Site Plan Sign ID = B2

Site Plan Sign ID = B3

MUST BE REVIEWED AND APPROVED BY HARD DISTRICT® SIGN COMMITTEE.



OPTION: BLADE SIGN ATTACHED TO BUILDING.
HARD DISTRICT® LOGO NOT REQUIRED.

SCOPE OF WORK

MANUFACTURE & INSTALL NEW D/F BLADE SIGN W/
POLE ATTACHMENT

TECH SURVEY REQUIRED PRIOR TO PRODUCTION

SIGN SPECIFICATIONS

- A CANTILEVER SIGN MOUNT**
ORNAMENTAL ALUMINUM HUB SIGN MOUNT WITH
THREADED SIGN ARM, PAINTED WITH A GLOSS FINISH.
- B MEDALLION / DECORATIVE SCROLLS**
ROUTED 1/4" ALUMINUM PAINTED WITH A GLOSS
FINISH WELDED TO SIGN ARM.
**MEDALLION GRAPHICS PROVIDED BY BASELINE
ENGINEERING*
- C SIGN ARM**
1" DIA. 1-WAY HINGED RIGID ALUMINUM POLE WITH
CLAMP PAINTED WITH A GLOSS FINISH.
- D DECORATIVE BALL CAP**
2" DIA. BALL PAINTED WITH A GLOSS FINISH. ATTACHED
TO SIGN ARM.
- E BLADE SIGN PANEL**
1/8" ALUMINUM PAINTED WITH A GLOSS FINISH.
ATTACHED TO CHAIN.
**GRAPHICS WILL BE SUPPLIED WHEN TENANTS MOVE
INTO RETAIL SPACES (TBD)*

COLOR KEY

P1 MP - BLACK GLOSS FINISH

Rectangle or oval shape
permitted. Material allowed
includes wood; no plastic or
fabric.



EXAMPLE OF CANTILEVER SIGN MOUNT
NTS

BSCCUSTOM
ARCHITECTURAL · LIGHTING

7245 W. 116th Pl. Broomfield, CO 80020
303.464.0644
www.bcsigns.com www.bscustom.com



Sandwich Board Sign - SB

- Site Plan Sign ID = SB1
- Site Plan Sign ID = SB2
- Site Plan Sign ID = SB3

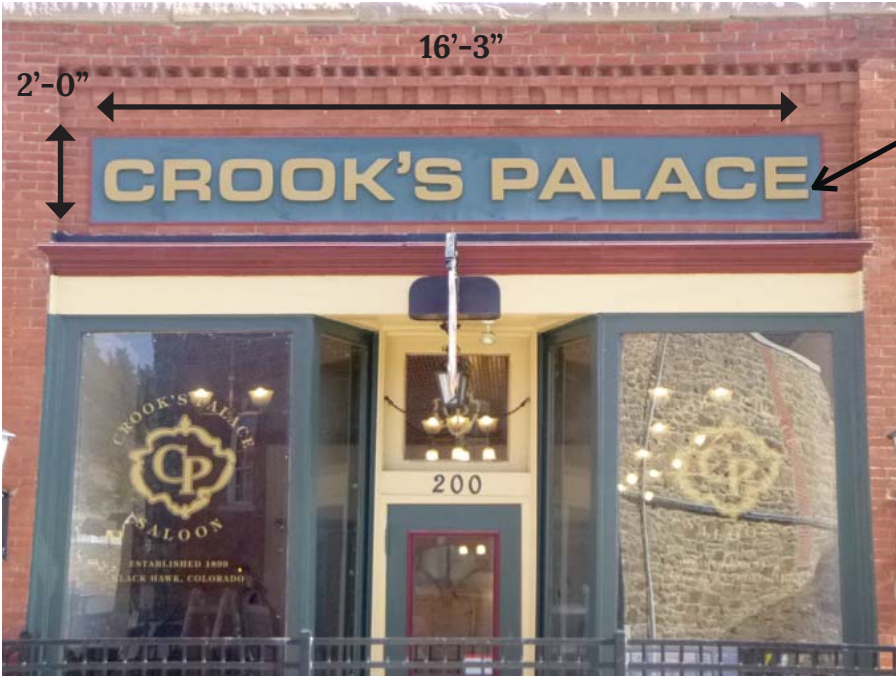


Crook's Palace Building Wall Signs

- Site Plan Sign ID = BS4a
- Site Plan Sign ID = BS4b



(EXISTING TO REMAIN WITH POSSIBLE MODIFICATIONS)

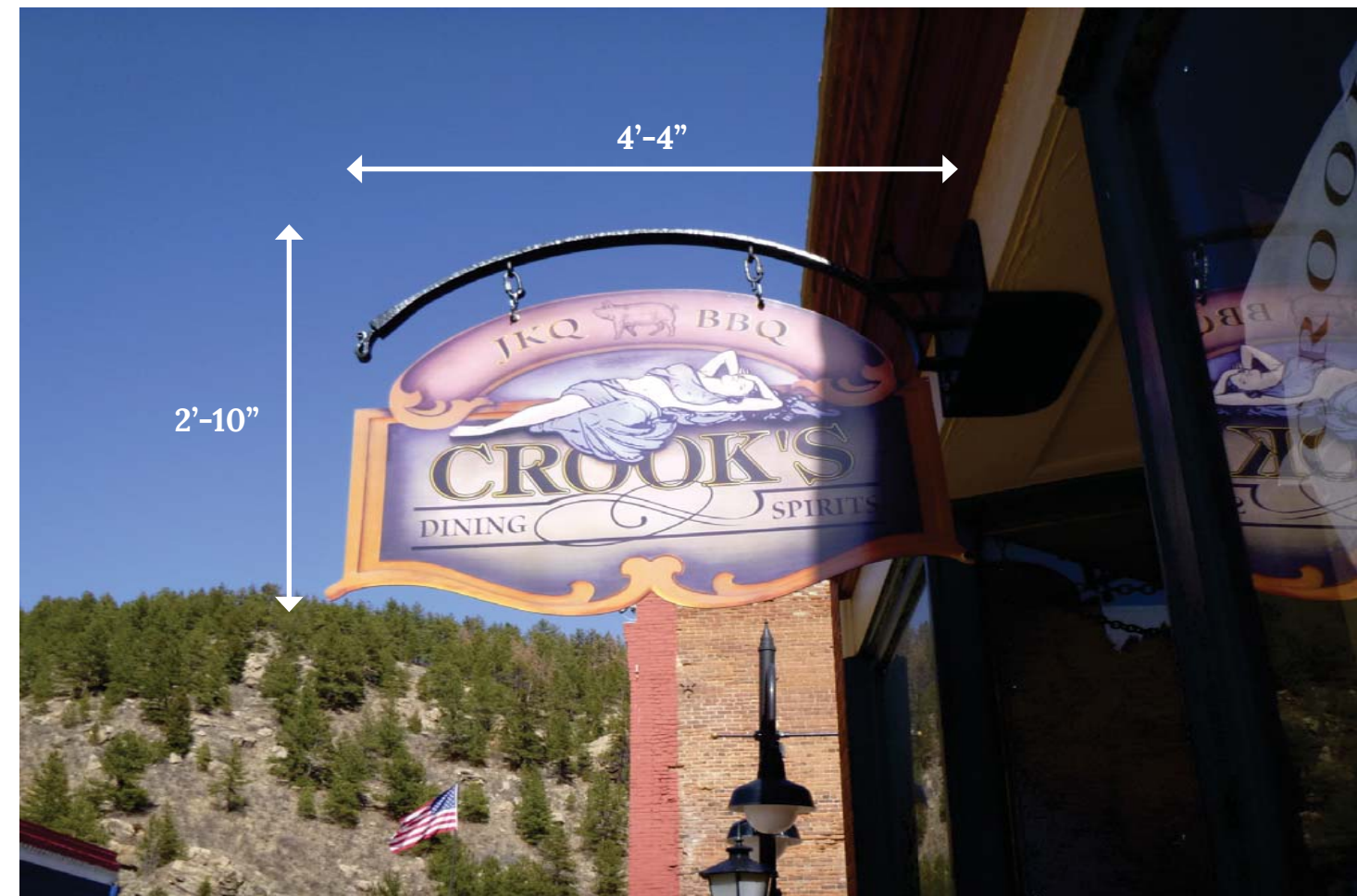


(EXISTING TO REMAIN)

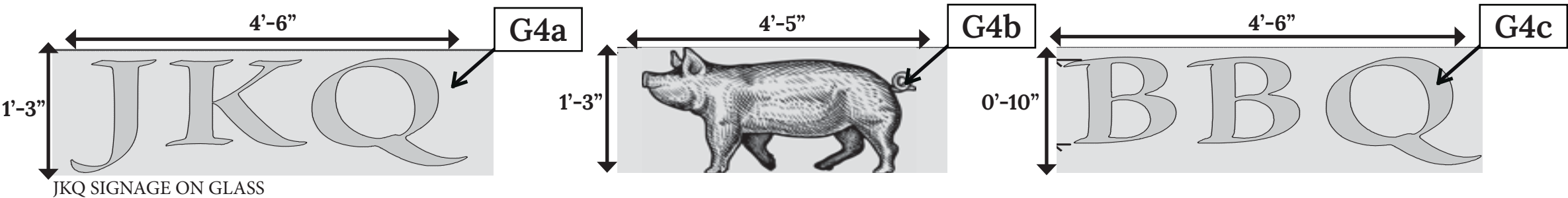


Crook's Palace Blade Signs

Site Plan Sign ID = B4a
Site Plan Sign ID = B4b



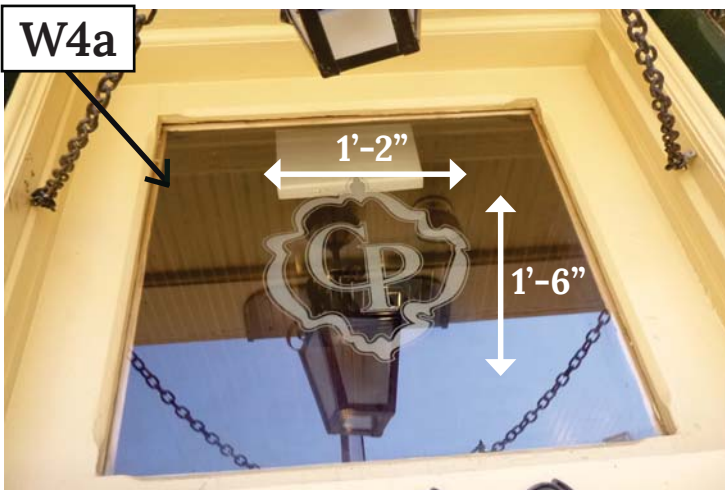
BLADE SIGN OVER FRONT DOOR (NEW) AND BLADE SIGN ALONG PARTITION (NEW)



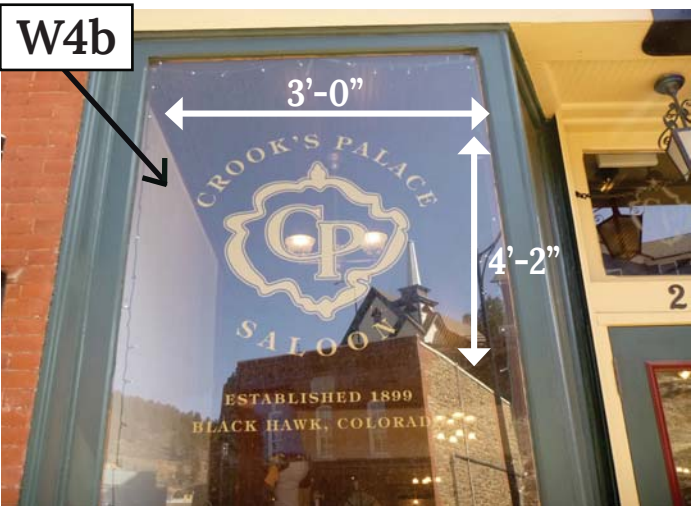
Crook's Palace Window Signs

Site Plan Sign ID = W4a
Site Plan Sign ID = W4b
Site Plan Sign ID = W4c

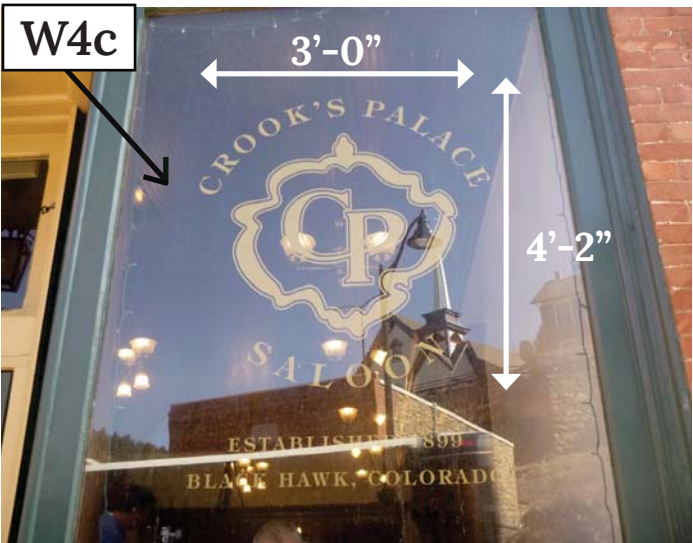
Site Plan Sign ID = G4a
Site Plan Sign ID = G4b
Site Plan Sign ID = G4c



DECAL OVER FRONT DOOR (EXISTING)



DECAL EAST OF FRONT DOOR (NEW)



DECAL WEST OF FRONT DOOR (NEW)

- Site Plan Sign ID = P3
- Site Plan Sign ID = P4
- Site Plan Sign ID = P5



Site Plan Sign ID = P1

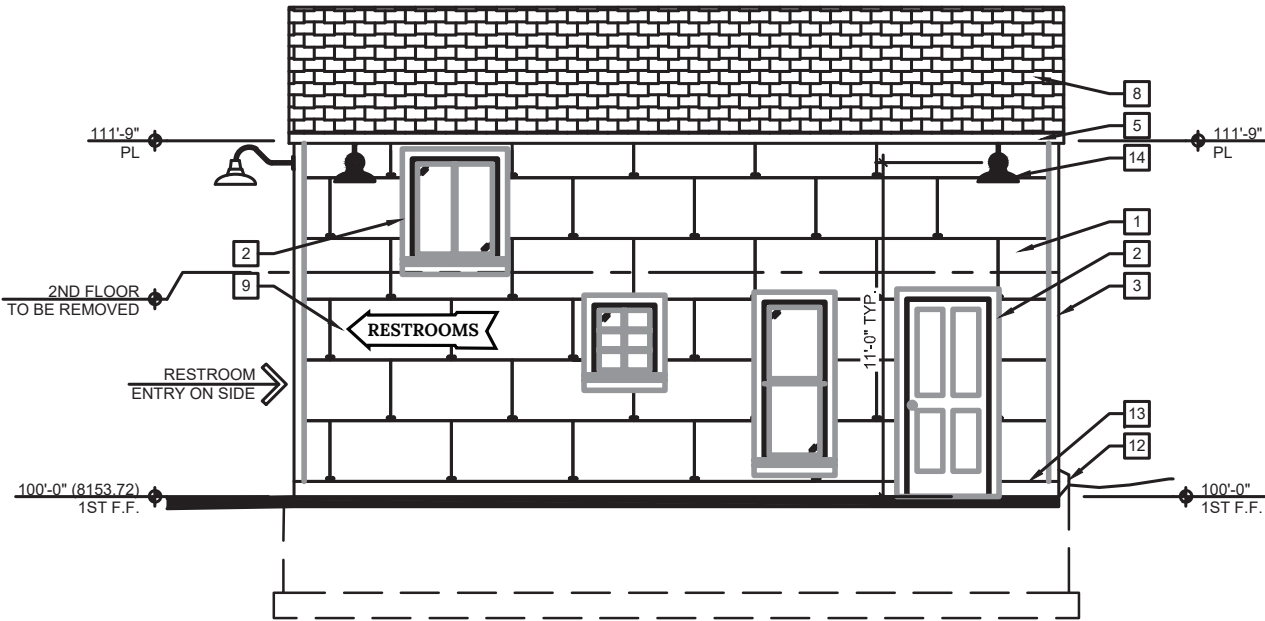
Site Plan Sign ID = P2

Sign Specs: treat corten in advance of painting background arrow, then paint letters on painted arrow in Chunk Five font.
Maroon Color: PMS: 1815; C:35 M:100 Y:100 K:40; R:116 F:20 R:22; HEX# 741416
Cream Color: PMS: 7499; C:5 M:5 Y:20 K:0; R:241 R:234 R:207; HEX# F1EACF
Black Color: PMS: BLACK; C:0, M:0, Y:0, K:100; R:0, R:0, R:0; HEX: 000000

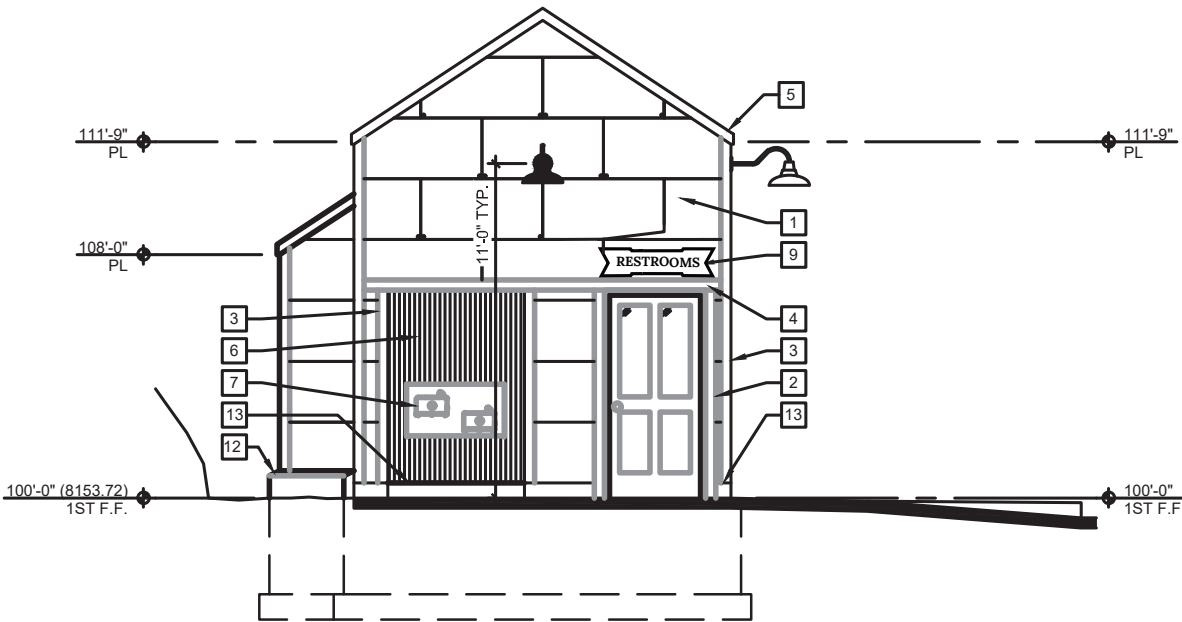
BUNKHOUSE RESTROOM



NORTH ELEVATION



EAST ELEVATION



Site Plan Sign ID = P6

Sign Specs: treat corten in advance of painting background arrow, then paint letters on painted arrow in Chunk Five font.
Maroon Color: PMS: 1815; C:35 M:100 Y:100 K:40; R:116 F:20 R:22; HEX# 741416
Cream Color: PMS: 7499; C:5 M:5 Y:20 K:0; R:241 R:234 R:207; HEX# F1EACF
Black Color: PMS: BLACK; C:0, M:0, Y:0, K:100; R:0, R:0, R:0; HEX: 000000



Site Plan Sign ID = P1



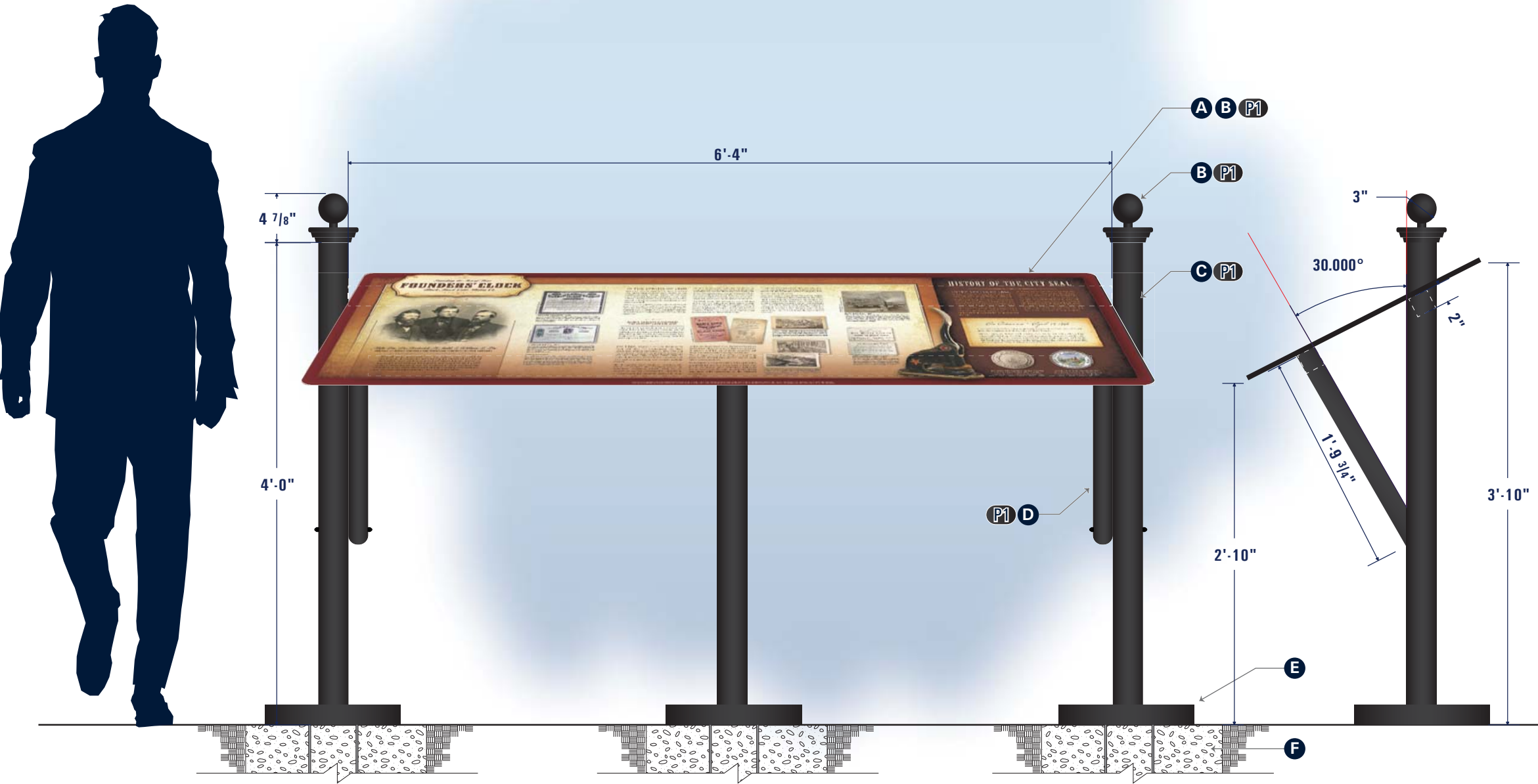
Site Plan Sign ID = P2, P6



SOUTH ELEVATION



Site Plan Sign ID = HS7



FRONT VIEW QTY (1)
SCALE: 1" = 1'-0" SIGN- 25.3 SQFT

SIDE VIEW

SCOPE OF WORK

MANUFACTURE & INSTALL NEW S/F TRAIL SIGN
TECH SURVEY REQUIRED PRIOR TO PRODUCTION

SIGN SPECIFICATIONS

- A PANEL**
1/2" THICK EXTERIOR GRADE HIGH PRESSURE LAMINATE PANEL WITH PRINTED ARTWORK ON FACE. MATTE FINISH. PAINTED ON BACK SIDE WITH A GLOSS FINISH.
- B SPHERE / DECORATIVE CAP**
3" DIA. ALUMINUM SPHERES PAINTED WITH GLOSS FINISH ATTACHED TO PIPE W/ DECORATIVE ALUMINUM CAPS
- C POLES**
(3) 3" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A GLOSS FINISH WELDED TO 2" SQUARE TUBE CROSS MEMBERS AND PANEL.
- D POLE SUPPORTS**
2" SCHEDULE 40 ALUMINUM PIPE PAINTED WITH A GLOSS FINISH WELDED TO 2" SQUARE TUBE CROSS MEMBERS AND ATTACHED TO SIDE POLES WITH THROUGH BOLTS AND ACORN NUTS
- E MOUNTING COVER**
13.5" DIA. ALUMINUM ESCUTCHEON COVER WITH .080 ALUMINUM RETURNS PAINTED WITH A GLOSS FINISH
- F BASE PLATE MOUNT**
13" SQUARE 1" THICK STEEL BASE PLATE. WELDED TO 3" SCHEDULE 40 STEEL POLE. MOUNTED WITH (4) J-BOLTS SET INTO 1.5' X 4' CONCRETE CAISSON
***ESD DRAWING REQUIRED**

COLOR KEY

P1 MP - BLACK GLOSS FINISH



Site Plan Sign ID = BS3a

Site Plan Sign ID = BS3b

Sign: 24" x 120"
Letter Height: 17"
Font: BirchStd

Single Side .090" Aluminum Sign Face
Painted SW Classical White-SW 2829 w/ 3m 7125 Black Vinyl Graphics
1" x 1" x 1/8" Architectural Aluminum Mounting Brackets
3/8" Lag Bolt Fasteners to Building Framing
Sealed w/ 100% Silicone
No Visible Fasteners & Sign Face to be 1" off Building

Sign: 24" x 96"
Letter Height: 17"
Font: BirchStd



Site Plan Sign ID = WS5

DAYTIME



NIGHTTIME



Site Plan Sign ID = WS5

DAYTIME



NIGHTTIME



Site Plan Sign ID = WS4



DAYTIME



Site Plan Sign ID = WS3

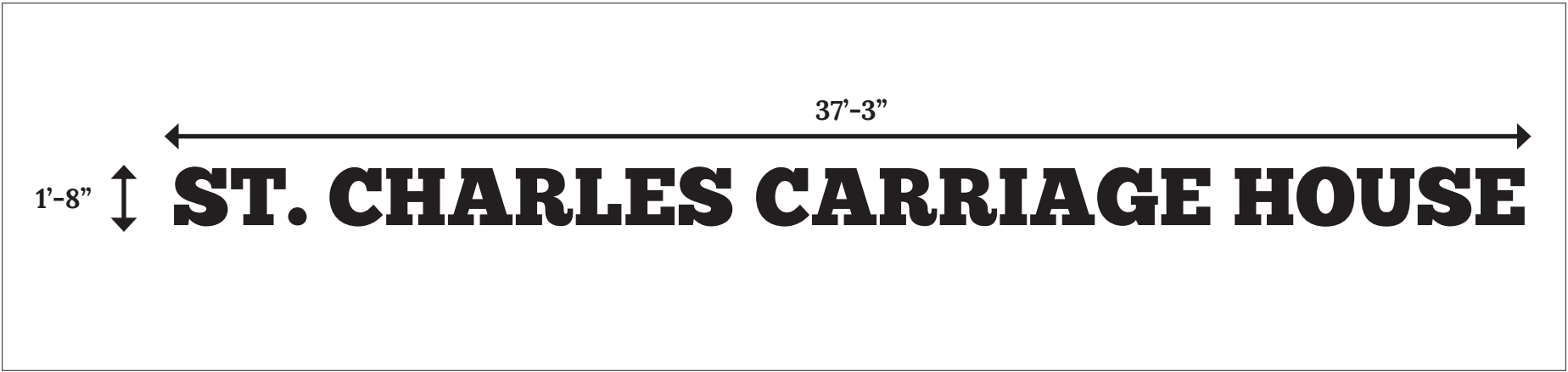
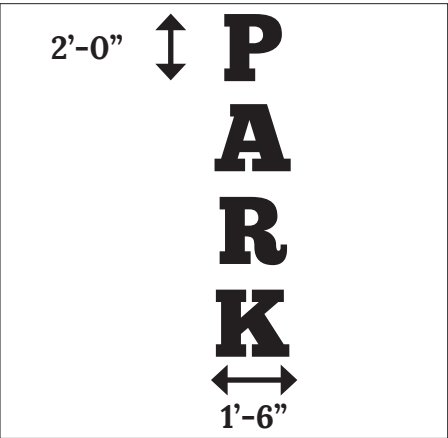
DAYTIME



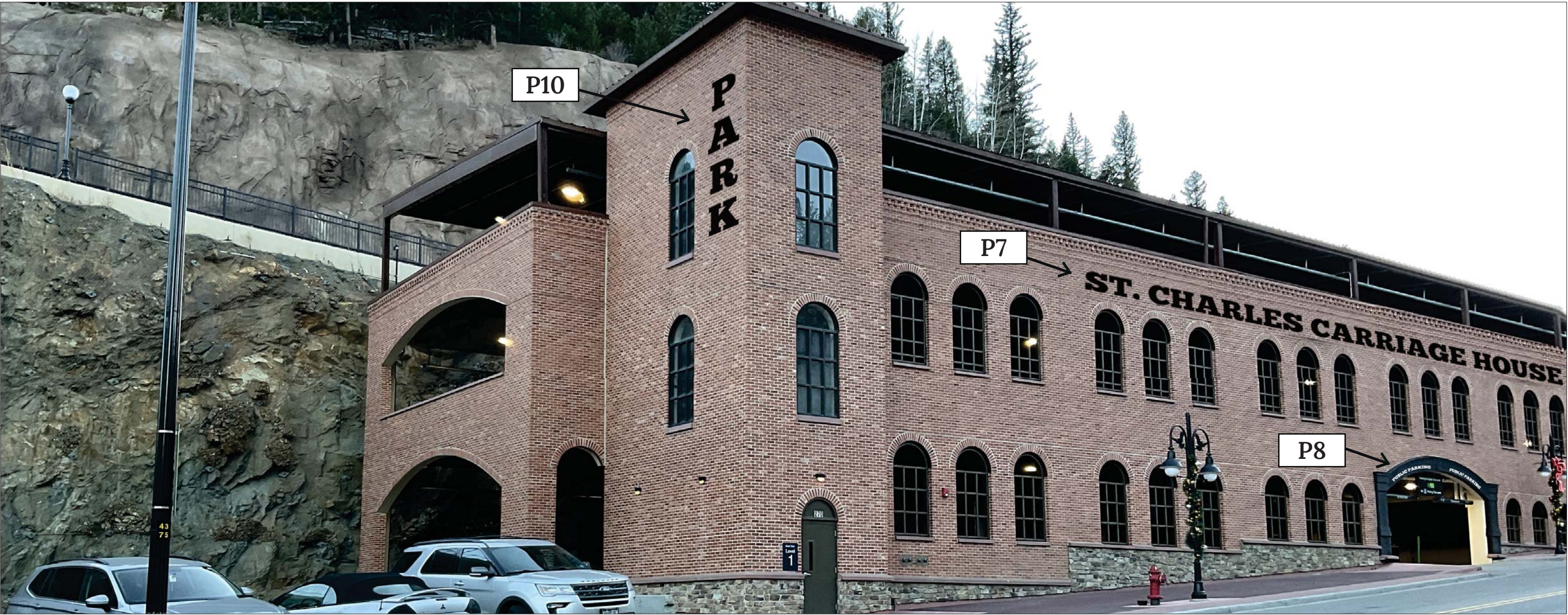
NIGHTTIME



Site Plan Sign ID = P7
Site Plan Sign ID = P8
Site Plan Sign ID = P10



DAYTIME



Site Plan Sign ID = P7
Site Plan Sign ID = P8

8.5" ↑ **PUBLIC PARKING**

1'-8" ↑ **ST. CHARLES CARRIAGE HOUSE** 37'-3"



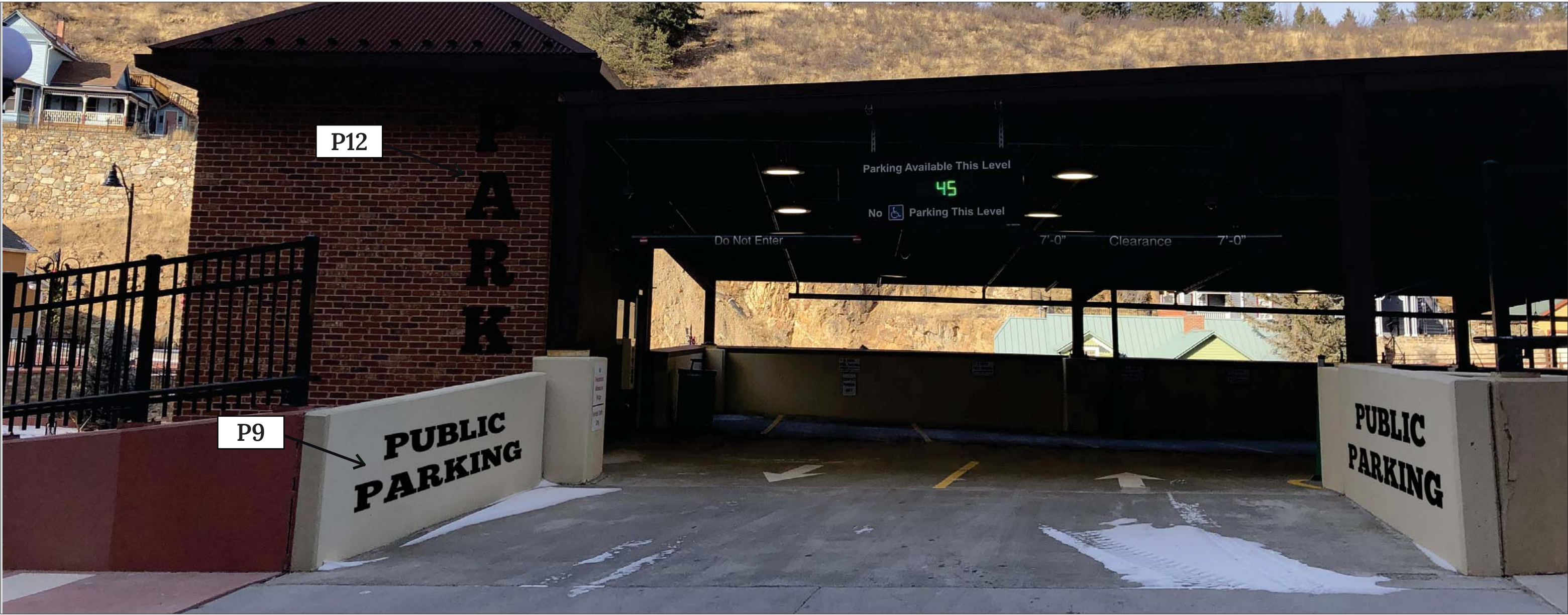
Site Plan Sign ID = P11
Site Plan Sign ID = P12

2'-0" \updownarrow **P
A
R
K**
 \longleftrightarrow 1'-6"

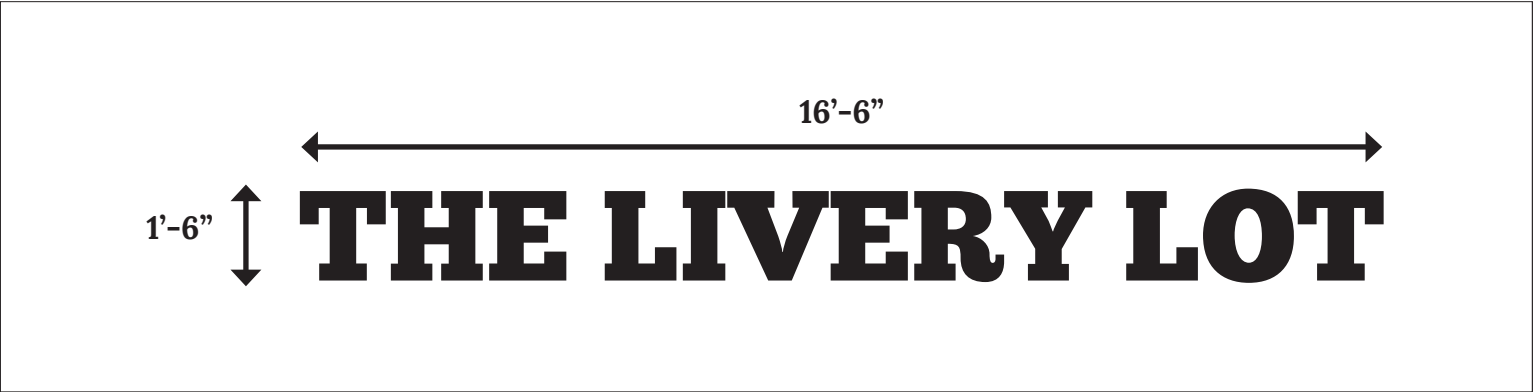
7'-11" \longleftrightarrow **ST. CHARLES
CARRIAGE HOUSE**
 \longleftrightarrow 10'-11"



Site Plan Sign ID = P9
Site Plan Sign ID = P12



Site Plan Sign ID = WS6



Site Plan Sign ID = WS2



Site Plan Sign ID = WS1
Site Plan Sign ID = WS1



RESOLUTION 28-2022

**A RESOLUTION
CONDITIONALLY
APPROVING A
CERTIFICATE OF
ARCHITECTURAL
COMPATIBILITY FOR AN
AMENDMENT TO THE
COMPREHENSIVE SIGN
PLAN FOR THE ISLE
HORSESHOE CASINO AND
HOTEL**

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

Resolution No. 28-2022

**TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF
ARCHITECTURAL COMPATIBILITY FOR AN AMENDMENT TO THE
COMPREHENSIVE SIGN PLAN FOR THE ISLE HORSESHOE CASINO
AND HOTEL**

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

Section 1. The City Council hereby conditionally approves the Certificate of
Architectural Compatibility for an Amendment to the Comprehensive Sign Plan for the Isle
Horseshoe Casino and Hotel, with the following conditions:

- A. Proper building, electrical, and sign permits shall be applied for and approved prior to the
installation of any new sign;
- B. During building permit application, signs within this application will need to be stamped
by a Colorado licensed professional engineer. referencing the 2015 IBC Appendix H;
Sections H105 for Wind, Seismic and Attachments;
- C. The building façade shall be repaired and finished behind the existing Isle sign mounted
near Miners Road; and repairs must be completed and finished to match the existing
shotcrete material and color in the area of the new proposed MN-1 sign adjacent to Miners
Road;
- D. The Certificate of Architectural Compatibility approval is valid for up to 6 months from
the approval date.
- E. A final PDF copy of the plans shall be submitted with all clouding removed.

RESOLVED AND PASSED this 27th day of April, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a request for a Comprehensive Sign Plan to remove and replace some illuminated signs and install additional signage for parking, valet, and hotel, located on property described in Exhibit A and generally located at the Isle of Capri Black Hawk, 401 Main Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, April 27, 2022, at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers, located at 211 Church Street, Black Hawk, CO 80422, or at such other time or place in the event this hearing is adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner, CMC
City Clerk

EXHIBIT A

S: 7 T: 3S R: 72W SUBD: BLACK HAWK BLOCK: 051 LOT: 004

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:

To consider a Resolution to approve a Comprehensive Sign Plan Amendment for the Isle-Horseshoe Casino and Hotel (22BH-PL07&PL10).

RECOMMENDATION:

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

MOTION TO APPROVE *Resolution 28-2022 Conditionally Approving a Certificate of Architectural Compatibility for an Amendment to the Comprehensive Sign Plan for the Isle Horseshoe Casino and Hotel.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk has received an application from Gil Sanchez, YESCO requesting approval of a Comprehensive Sign Plan for the Isle-Horseshoe Casino and Hotel. The application proposes to remove and replace some illuminated signs and install additional signage for parking, valet, and hotel, related to the rebranding of the property from Isle-Eldorado. Refer to the Staff Report included with this Request for Council Action.

AGENDA DATE:

April 27, 2022

WORKSHOP DATE:

N/A

FUNDING SOURCE:

N/A

DEPARTMENT DIRECTOR APPROVAL:

[X]Yes []No

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker
CP&D Director

DOCUMENTS ATTACHED:

Resolution 28-2022
Staff Report
Horseshoe Casino & Hotel
CSP Amendment

RECORD:

[]Yes [X]No

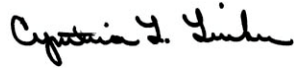
CoBH CERTIFICATE OF INSURANCE REQUIRED

[]Yes [X]No

CITY ATTORNEY REVIEW:

[]Yes [X]N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director



Vincent Harris, AICP, Baseline Corporation

REVIEWED BY:



Stephen N. Cole, City Manager

Staff Report

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

Date prepared: April 7, 2022
Meeting Date: April 27, 2022

STAFF REPORT: Certificate of Architectural Compatibility (COAC) for a Comprehensive Sign Plan Amendment for the Isle-Horseshoe Casino Rebranding.

For: City Council
Project: 22BH-PL07-PL10 –Isle-Horseshoe Comprehensive Sign Plan Amendment
Property Address: 401 Main Street
Applicant: Gil Sanchez, Young Electric Sign Company (YESCO)
Zoning: Gaming Outstanding Lodging and Dining (GOLD) District
Prepared by: Alyssa Rivas, Baseline Corporation
Approved by: Vincent Harris, Baseline Corporation
Reviewed by: Cynthia Linker, CP&D












BACKGROUND:

On March 28, 2022 the City of Black Hawk received an application for a Certificate of Architectural Compatibility from Gil Sanchez, YESCO, on behalf of the Isle Casino. The casino is rebranding from the previously approved name change (by virtue of a sign plan approved 2 years ago) from the Eldorado Resort to the Horseshoe Casino and Hotel. The application proposes an Amendment to the existing Comprehensive Sign Plan (CSP) for the property located at 401 Main Street, and proposes to remove and replace some illuminated signs and install additional signage for parking, valet, and hotel. The total allowed sign area for the property is 2,401 square feet. The CSP Amendment proposes 2,228.2 square feet of sign area. Resolution 29-2011 approved a variance for the allowed sign area which increased the total sign area allowed to 2,401 square feet. The proposed amendment to the existing CSP complies with the total allowed sign area.










Sign Location Map (New Signage)






Proposed Sign Details

NEW SIGNS				COMPREHENSIVE SIGN PLAN AMENDMENT 2022			
SIGNAGE	ALPHANUMERIC IDENTIFIER	COPY	SIZE	QTY	ILLUMINATION	ELEVATION	SQ FT
	BG-1	HORSESHOE	6'-9 1/2" X 58'-7"	1	INTERNAL LED	EAST	397.89
	BG-2	LOGO	15'-6 1/2" X 11'-7"	1	INTERNAL	EAST	180.02
	BG-3	LOGO	10'-5 1/4" X 7'-9 1/4"	1	INTERNAL	WEST	81.11
	BG-4	HORSESHOE CASINO HOTEL	1'-7" X 14'-3 1/4" 1'-4" X 13'-5"	1	INTERNAL	WEST	40.47
	BG-5	SELF PARK →	1'-7 3/4" X 13'-8 1/2"	1	INTERNAL	WEST	22.56
	BG-6	↑ HOTEL	1'-8 1/4" X 9'-3"	1	INTERNAL	WEST	15.61
	BG-7	VALET	1'-8 1/4" X 8'-11"	1	INTERNAL	WEST	15.05
	BG-8	↑ SELF PARK	1'-8 1/4" X 7'-10 1/2" 1'-8 1/4" X 5'-11 3/4"	1	INTERNAL	WEST	23.38
	MN-1	SELF PARK ← HORSESHOE → LADY LUCK	4'-9" X 3'-8 1/2"	1	INTERNAL	RIGHT of WAY	17.61
TOTAL SQUARE FEET OF NEW SIGNAGE							793.70

Existing Sign Details

EXISTING SIGNS TO REMAIN				COMPREHENSIVE SIGN PLAN AMENDMENT 2022			
SIGNAGE	ALPHANUMERIC IDENTIFIER	COPY	SIZE	QTY	ILLUMINATION	ELEVATION	SQ FT
	S-2	VARIES	25'-0" X 50'-0"	1	INTERNAL	EAST	1250
	ES-1	ISLE HOTEL & CASINO VALET, SELF PARKING, & HOTEL CHECK-IN LADY LUCK CASINO & HOTEL	4'-10" X 6'-0"	1	INTERNAL	NORTH	28.99
	ES-2	VALET	1'-10" X 6'-0"	1	INTERNAL	NORTH	10.99
	ES-3	DO NOT ENTER	1'-3" X 7'-0"	1	NO	NORTH	8.75
	ES-4	PUBLIC PARKING CLEARANCE 7'-0"	1'-3" X 7'-0"	1	NO	NORTH	8.75
	ES-5	SELF PARK	1'-10" X 6'-0"	1	INTERNAL	NORTH	10.99
	ES-6	VARIES	6'-8" X 12'-10"	1	INTERNAL	CORNER OF MAIN ST & MINERS MESA ST.	85.55
	ES-9	DO NOT ENTER	1'-3" X 7'-0"	1	NO	WEST	8.75
	ES-10	CAUTION MERGING TRAFFIC	1'-3" X 7'-0"	1	NO	WEST	8.75
SUB TOTAL SQUARE FEET OF EXISTING SIGNAGE							1421.52

EXISTING SIGNS TO REMAIN				COMPREHENSIVE SIGN PLAN AMENDMENT 2022			
SIGNAGE	ALPHANUMERIC IDENTIFIER	COPY	SIZE	QTY	ILLUMINATION	COMMENT	SQ FT
	PS-1	WIN ME	2'-0" X 8'-0"	2	NO	DOES NOT COUNT TOWARD TOTAL SIGN AREA	EXEMPT
	A	STARBUCKS LOGO	24" DIAMETER	1	INTERNAL	NORTH	4.0
	B	STARBUCKS LOGO	36" DIAMETER	1	INTERNAL	NORTH	9.0

The proposed CSP Amendment has been reviewed by staff for compliance with Chapter 15 – Sign Code of the Black Hawk Municipal Code.

REVIEW:

Section 15-13 of the Black Hawk Municipal Code regulates the need for Comprehensive Sign Plans (CSP). This staff report relates the need for City Council to review and take action on the proposed CSP.

Notice: The Black Hawk Municipal Code requires a public hearing necessitating a notice in the paper and posting of the property. Both the notification and posting have been completed.

Referral: The CSP application was sent out on referral on April 4, 2022. There were no comments.

Process: The CSP process is provided by the City of Black Hawk Municipal Code to offer more flexibility with the number, size, proportion and balance of signs. The Municipal Code permits a total allowable square footage of signage to be calculated at one square foot per linear foot of building frontage. The property abuts public right-of-way on two sides: Main Street to the north, and Miners Road to the west. In total, the building façade on the subject property abuts 827.3 linear feet of public right-of-way. According to sign regulations, properties with approved Comprehensive Sign Plans with electronic messaging centers are allowed up to 170% of the permitted sign area, permitting The Isle-Horseshoe up to 1,406.46 square feet of total sign area. A variance for additional sign area was approved by the City Council in 2014, which allows 2,401 square feet of total sign area.

Proposed Sign Area: The Isle-Horseshoe CSP Amendment proposes 793.70 square feet of new sign area, in addition to the 1,434.52 square feet of existing sign area, for a total of 2,228.22 of sign area. The total allowed sign area is 2,401 square feet based on the variance approved in 2011. Because the proposed sign area is 172.78 square feet less than the allowed sign area, no new variance is requested.

APPLICABLE CITY OF BLACK HAWK REGULATIONS:

Excerpts from:

The City of Black Hawk Municipal Code Chapter 15 – Sign Code

Sec. 15-11. - Sign permit.

- (a) Sign permit required. No on-site sign shall be erected, altered, reconstructed, maintained or moved in the City without first securing a permit from the City unless specifically allowed without a permit by this Chapter. The content of the message or speech displayed on the sign shall not be reviewed or considered in determining whether to approve or deny a sign permit. Application for a permit shall be obtained from the Planning Department. Off-premise signs are not allowed.*
- (b) The owner or the owner's authorized representative may apply for a sign permit for signs that identify the business or for signs providing information regarding the services of the business being advertised on the subject property.*
- (c) Sign permits shall be reviewed and approved in accordance with a property's approved standard sign plan or comprehensive sign plan, as the case may be.*
- (d) The application for a sign permit shall be made on permit application forms provided by the Planning Department. All applications for sign permits shall be accompanied by payment of the fees provided by the fee schedule. The permit fee will be used to review the application and is not refundable or transferable.*

Sec. 15-13(a). Comprehensive sign plans. Purpose.

The comprehensive sign plan is the device and process employed by the City to ensure an appropriate balance between building architecture, signage and neighborhood aesthetics. This Section assumes that strict compliance with preceding sections of this Chapter provides effective signage for smaller properties and developments and meets community goals for appearance and safety. However, as developments grow in size, opportunities for more effective signage increases. Larger sites offer opportunities for alternative regulation of the number, size, proportion and balance of signs according to alternative standards consistent with the types of establishments, state of the art technology and their approved architecture character.

Sec. 15-13(b) Applicability. *A Comprehensive Sign Plan is required for each of the following uses:*

- (1) Any building located in a nonresidential district wanting to have additional sign area than allowed in a Standard Sign Plan and wanting the ability to utilize special event banners and signs for any special event as defined in the Black Hawk Municipal Code. The regulations governing a Certificate of Architectural Compatibility can be found in Section 16-368 (City Council historic review process) of the Black Hawk Municipal Code.*

Staff Comment: The applicant is required to submit an application to amend the existing CSP, which proposed sign area is less than the 2,401 square foot allowance approved by the 2011 variance for sign area allowed on this property.

Sec. 15-13 (c) Application filing. *Applications for Comprehensive Sign Plans shall be submitted to the Planning Department.*

Sec. 15-13 (d) Submittal requirements.

- (1) Applicants must submit a detailed Comprehensive Sign Plan with attached written stipulations for review and approval. Such stipulations shall consider all appropriate concerns including, but not limited to, the following items: location, relationship of signs to adjacent properties, size, height, color, lighting, technology options, orientation, construction materials and typography.*
- (2) Comprehensive Sign Plans shall include:*
 - a. All signs, their location in site plan format, and color renderings of the proposed signage. Where sign lighting will have a significant impact on the visual interpretation of the sign, color renderings should be submitted to show the effects of the proposed signs and lighting.*
 - b. Dimensions of each proposed sign listed in a chart summarizing the total area of each and all proposed signs together with the total allowed sign area for the property. The height above grade shall be indicated for blade signs and freestanding signs.*
 - c. A statement as to the calculation of the allowed sign area based on the appropriate building frontage length for the building.*

d. The site plan shall include the property lines of the subject site in order to determine that all signage is contained on the property.

Staff Comment: The applicant has prepared a CSP in accordance with City regulations.

Sec. 15-13 (e) In case of projecting or blade signs that utilize the airspace above public right-of-way, a license agreement will be generated by the City of Black Hawk for the applicant to review and it shall be reviewed for approval by City Council.

Staff Comment: There are no new signs proposed as part of the CSP amendment that will project into the public right of way. An existing license agreement between the applicant and the City of Black Hawk accounts for the existing wall signs/blade signs that project over the City right of way.

Sec. 15-13(f) No minimum or maximum standards are established for the Comprehensive Sign Plan, except as follows:

- (1) The total sign area proposed may not exceed one hundred and thirty-five percent (135%) of the permitted sign area allowed on the subject property as calculated and regulated in Section 15-61. An additional thirty-five percent (35%) of sign area may be granted to a Comprehensive Sign Plan if the application includes the use of electronic message signs (EMS). Therefore, the total sign area proposed may be a maximum of one-hundred and seventy percent (170%) of the permitted sign area allowed on the subject property, if all requirements are met.*

Staff Comment: This CSP Amendment proposes 2,228.22 square feet of sign area, which is 172.78 square feet less than the allowed sign area of 2,401 square feet. Therefore, the application complies with the Municipal Code regulation that the total proposed sign area does not exceed the variance approved by City Council for the permitted sign area.

- (2) Permanent window signage shall meet the requirements as set forth in Section 15-43(8).*

- (3) Temporary Banner Sign and Special Event Signs:*

a. Temporary Banner Sign: One temporary vinyl style banner sign is allowed only if included in an approved Comprehensive Sign Plan. A temporary banner sign shall not count toward the maximum sign area permitted for a given business and shall adhere to the following regulations:

- 1. There shall not be more than one (1) Temporary Banner Sign attached to the building; and*
- 2. Such sign shall be placed in the approved designated display location on the building and shall be constructed out of high-quality material; and*
- 3. Such sign shall be allowed to be made of flexible plastic, cardboard, vinyl, fabric or similar non-rigid water-proof material; and*
- 4. Such sign shall be attached in an inconspicuous manner without zip ties, ropes or other similar visible material; and*
- 5. Such sign shall be adhered to the building with grommets and be attached with nuts, bolts or other similar non-visible fasteners; and*
- 6. Such sign shall not exceed thirty-two (32) square feet in size; and*

7. *Placement of such sign shall be allowed for thirty (30) consecutive days, six (6) times in a calendar year as specified by the business owner and proper notification to the Planning Department for such days.*

b. Special Event Signs: Special Event Signs are allowed only if included in an approved Comprehensive Sign Plan Signs that are related to approved special events as defined in this Chapter 15 and Article X of Chapter 6 (Section 6-332) shall adhere to these regulations and are also subject to approval of a sign permit from the Planning Department and approval by staff, subject to and adhere to the following:

- 1. Special Event Signs are allowed with the permitted special event provided that the sign area shall be limited to a total of seventy-five (75) square feet and a maximum of three (3) such signs. Such signs must be on private property and securely attached to the wall of a permitted building or permitted structure on the site in a manner that does not allow the sign to wave or flap in any way; and*
- 2. Special Event Signs and any other approved special event associated items shall be located within one-hundred (100) feet of the permitted special event area on the property which must be shown on the Comprehensive Sign Plan and sign permit for the special event.*
- 3. Method of attachment shall be shown in detail in the Comprehensive Sign Plan and no strings, rope or similar attachment item shall be visible from 50 feet or more from such attachment location; and*
- 4. Special Event Signs shall not be placed above the roof line of any building or structure; and.*
- 5. Special Event signs shall not be counted toward the allowed sign area for a property or business.*

Staff Comment: Permanent window signs and special event signs are not included as a part of this CSP Amendment. The applicant is proposing to continue the longstanding temporary banner sign as included in the CSP for the automotive car display when they have a car for display as allowed by the City Code.

Sec. 15-13(g) *The Comprehensive Sign Plan shall be reviewed in terms of its impact on surrounding land uses and its compatibility with the purposes of this Chapter and with other City planning and zoning programs and regulations.*

Sec. 15-13(i) Council review and approval. *Within sixty (60) days of receipt of a complete application, the Council shall act to approve, approve with conditions or deny the application. The comprehensive sign plan shall be approved if:*

- (1) Implementation of the comprehensive sign plan will provide signage more compatible with the surrounding development and designed with a high-quality appearance; and*

Staff Comment: The proposed signs are compatible with the other signs currently existing on the Isle Casino and garage, and are also consistent with signs on other buildings that surround the property in the heart of Black Hawk's gaming district.

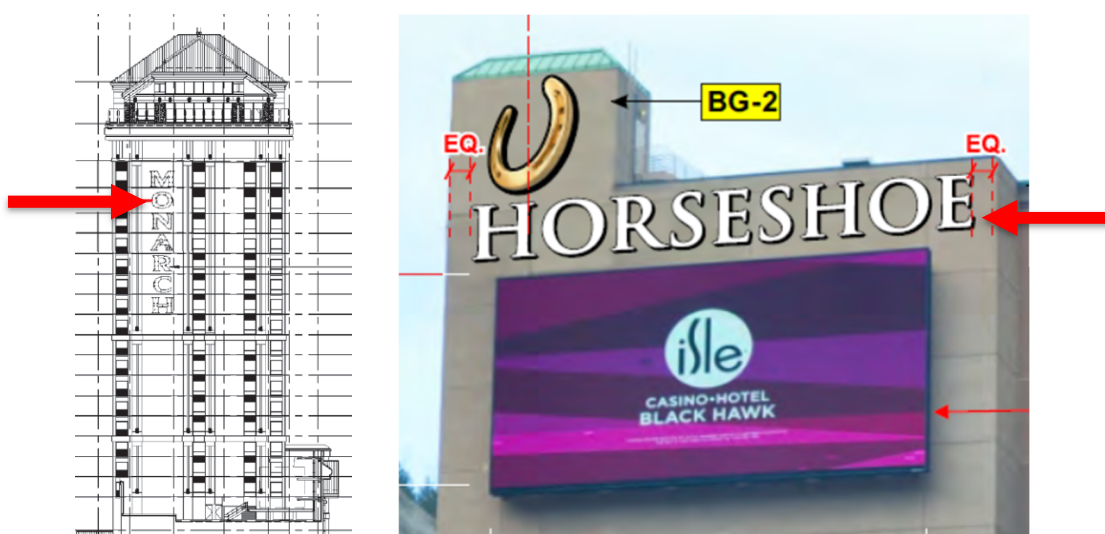
- (2) Implementation of the comprehensive sign plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood and development area; and*

Staff Comment: The proposed signs are compatible with surrounding properties in terms of size and scale. The signs do not over-encumber the façade of the subject building and complement the existing architecture.

(3) Implementation of the comprehensive sign plan will provide signage consistent with the architecture and site plan characteristics of the proposed or existing project; and

Staff Comment: Existing and new signs are consistent in both size and form with the architecture and site characteristics. To give a sense of comparison, the vertical sign on the Monarch Hotel north of the subject property is 845 square feet. The largest proposed sign on the Isle-Horseshoe is 397.89 square feet. Though the signs are different sizes, they are visually and proportionally similar in relation to the building façade on which they are placed. See comparison illustrations below.

Monarch and Isle-Horseshoe Comparison Illustrations – not to scale:



(4) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics; and

Staff Comment: The City of Black Hawk Commercial Design Guidelines indicates that “Signage shall complement the architecture of a building and not clutter the face of the building. One or two larger signs are preferable to several smaller signs.” The Isle-Horseshoe CSP Amendment meets these objectives.

(5) Implementation of the comprehensive sign plan will be materially beneficial in achieving the goals and objectives cited in the purpose of the Sign Code;

Staff Comment: The proposed sign plan meets the purpose of the Comprehensive Sign Plan program.

STAFF COMMENT SUMMARY:

Staff from Baseline Corporation reviewed and evaluated the request for the Certificate of Architectural Compatibility for a Comprehensive Sign Plan Amendment as provided by the Isle Casino, and finds the document to be in compliance with the regulations established in Section 15-13 of the Sign Code.

Overall, Baseline suggests that the application and proposed amendments to the Isle-Horseshoe Casino Comprehensive Sign Plan complies with the intent and character of the Commercial Design Guidelines and for continued development of a successful business in the City of Black Hawk.

Staff recommends that a **Certificate of Architectural Compatibility for the proposed Comprehensive Sign Plan Amendment** for the Isle Horseshoe Casino be approved, subject to following conditions:

1. Proper building, electrical, and sign permits shall be applied for and approved prior to the installation of any new sign;
2. During building permit application, signs within this application will need to be stamped by a Colorado licensed professional engineer. referencing the 2015 IBC Appendix H; Sections H105 for Wind, Seismic and Attachments;
3. The building façade shall be repaired and finished behind the existing Isle sign mounted near Miners Road; and repairs must be completed and finished to match the existing shotcrete material and color in the area of the new proposed MN-1 sign adjacent to Miners Road;
4. The Certificate of Architectural Compatibility approval is valid for up to 6 months from the approval date.
5. A final PDF copy of the plans shall be submitted with all clouding removed.

FINDINGS:

The City Council may approve, conditionally approve, or deny the application for a **Certificate of Architectural Compatibility for a Comprehensive Sign Plan**. Sections 15-13 (a) Purpose and (b) Applicability provide the ability of the property owner to submit the application. Following are findings that can be referred to relate to the criteria in Section 15-13(i):

- (1) Implementation of the Comprehensive Sign Plan will provide signage that is compatible with the surrounding development and designed with a high-quality appearance; and
- (2) Implementation of the Comprehensive Sign Plan will result in architecture and graphics of a scale appropriate for the surrounding neighborhood and development area; and
- (3) Implementation of the Comprehensive Sign Plan will provide signage consistent with the architecture and site plan characteristics of the proposed or existing project; and
- (4) Implementation of the Comprehensive Sign Plan will be materially beneficial in achieving the goals and objectives of the City's standards that relate to community design and aesthetics; and

(5) Implementation of the Comprehensive Sign Plan will be materially beneficial in achieving the goals and objectives cited in the purpose of the Sign Code.

RECOMMENDATION:

Baseline Staff recommends City Council consider **Resolution 28-2022 CONDITIONALLY APPROVING a Certificate of Architectural Compatibility for an Amendment to the Comprehensive Sign Plan for the Isle Horseshoe Casino** as submitted and included with this staff report. The conditions are as follows:

1. Proper building, electrical, and sign permits shall be applied for and approved prior to the installation of any new sign;
2. During building permit application, signs within this application will need to be stamped by a Colorado licensed professional engineer, referencing the 2015 IBC Appendix H; Sections H105 for Wind, Seismic and Attachments;
3. The building façade shall be repaired and finished behind the existing Isle sign mounted near Miners Road; and repairs must be completed and finished to match the existing shotcrete material and color in the area of the new proposed MN-1 sign adjacent to Miners Road;
4. The Certificate of Architectural Compatibility approval is valid for up to 6 months from the approval date.
5. A final PDF copy of the plans shall be submitted with all clouding removed.

ATTACHMENTS:

1. Land Development Application
2. Comprehensive Sign Plan Document
3. Cover Letter

Applicant's Submittal



HORSESHOE®

Caesar's Entertainment

EXTERIOR SIGNAGE REBRAND

COMPREHENSIVE SIGN PLAN AMENDMENT 2022

March 28, 2022

RE: Rebranding Comprehensive Sign Package

Property Information

Isle of Capri Casino

401 Main Street

Black Hawk, CO 80422

Property Owner:

Isle of Capri Blackhawk, L.L.C.

dba Isle Casino Hotel Black Hawk

Contact Numbers:

Norris Hamilton - VP & General Manager

303 998-7710

Randee Bach - VP of Construction & Design

314 581-9746

Kevin Keens - Project Director

314 337-9891

Sign Package Prepared by:

YESCO, LLC

800 B Bennie Ln

Reno, NV 88512

CERTIFICATE OF COMPLETENESS

This Comprehensive Sign Plan has been approved by the Black Hawk City Council on _____, 202__.

Resolution No. _____

This document represents the approved Comprehensive Sign Plan including any conditions by City Council.

Completeness certification by Baseline Corporation this _____ day of _____, 202__.

Signature: _____

Vincent Harris, AICP - Planning Director

On behalf of the City of Black Hawk



YESCO®

YESCO LLC

800-B Bennie Lane

Reno, NV 89512

Office: 775.359.3131

NV. CONTRACTOR LICENSE NO.
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Note: The cost of providing electrical wiring to the sign area, all required permits and all special inspections are no included in this sign proposal.

Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

CLIENT:

Ceasars Entertainment

401 MAIN ST

ADDRESS:

BLACKHAWK, CO

CITY:

TOM WEATHERBY

ACCOUNT EXECUTIVE:

DESIGNER	DATE
4 JULIO RAMIREZ	2/3/19
5 JIM GRANDE	2/20/19
6 JIM GRANDE	2/26/19
7 GIL SANCHEZ	5/16/19
8 GIL SANCHEZ	3/06/20
9 GIL SANCHEZ	3/19/20
10 GIL SANCHEZ	1/19/22
11 GIL SANCHEZ	1/20/22
12 GIL SANCHEZ	3/28/22
13 GIL SANCHEZ	4/12/22

APPROVAL

CUSTOMER DATE

LANDLORD DATE

4/10/19

DESIGN DATE

SALES DATE

DESIGN NUMBER

OPY-20406

JOB / PROJECT NUMBER

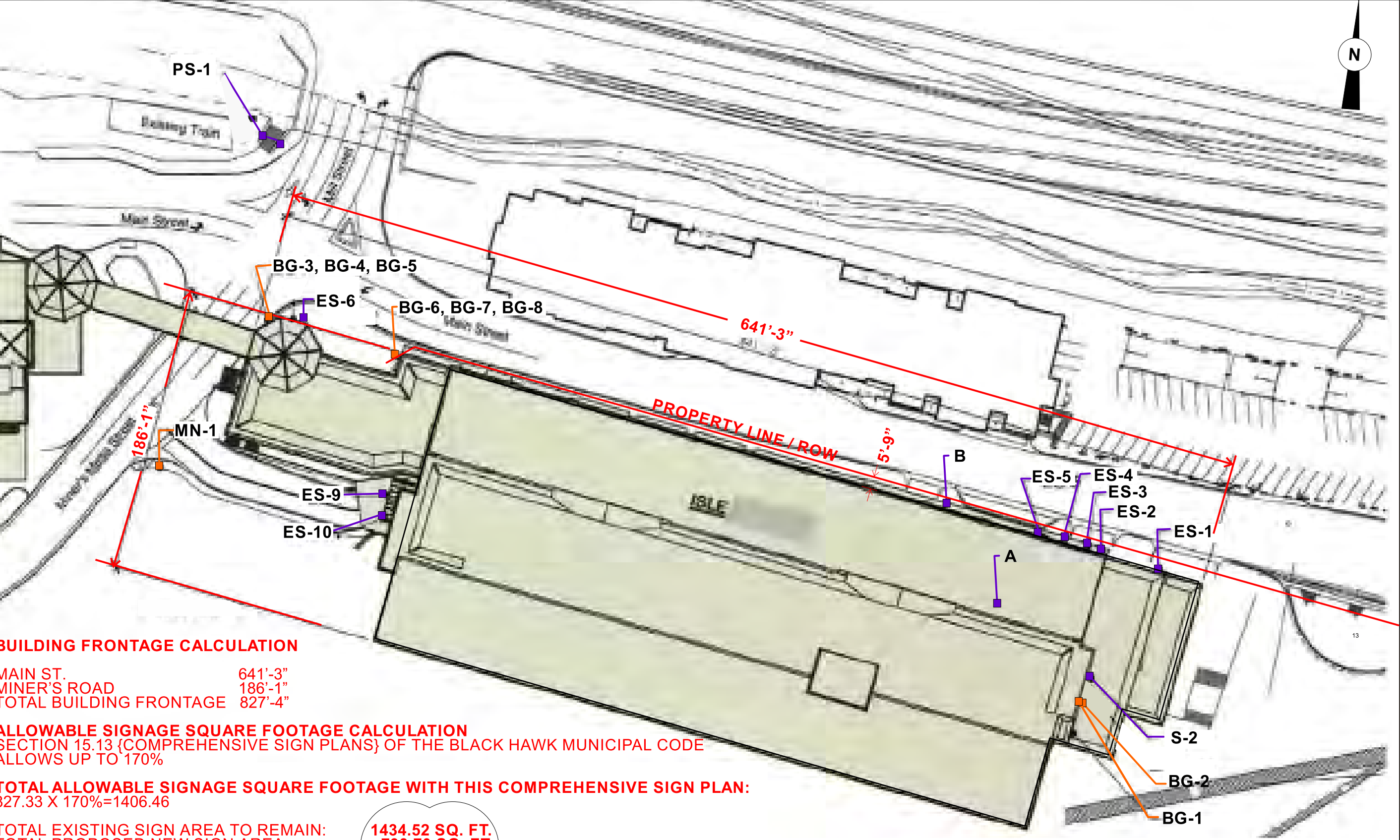
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NEW & EXISTING SIGNS

COMPREHENSIVE SIGN PLAN AMENDMENT 2022



BUILDING FRONTAGE CALCULATION

MAIN ST. 641'-3"
MINER'S ROAD 186'-1"
TOTAL BUILDING FRONTAGE 827'-4"

ALLOWABLE SIGNAGE SQUARE FOOTAGE CALCULATION
SECTION 15.13 {COMPREHENSIVE SIGN PLANS} OF THE BLACK HAWK MUNICIPAL CODE
ALLOWS UP TO 170%

TOTAL ALLOWABLE SIGNAGE SQUARE FOOTAGE WITH THIS COMPREHENSIVE SIGN PLAN:
827.33 X 170%=1406.46

TOTAL EXISTING SIGN AREA TO REMAIN: 1434.52 SQ. FT.
TOTAL PROPOSED NEW SIGN AREA: 793.70 SQ. FT.
TOTAL EXISTING AND PROPOSED SIGN AREA: 2228.22 SQ. FT.

LEGEND

- EXISTING SIGN TO REMAIN
- NEW SIGN

Sign MN-1 is located in the public right-of-way.
Resolution 39-2020 approved the License Agreement for the location of this sign.



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800-B Bennie Lane
Reno, NV 89512
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GIL SANCHEZ	3/28/22
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SITE PLAN / NOT TO SCALE



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ARCHIVE NUMBER

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NEW SIGNS

COMPREHENSIVE SIGN PLAN AMENDMENT 2022

SIGNAGE	ALPHANUMERIC IDENTIFIER	COPY	SIZE	QTY	ILLUMINATION	ELEVATION	SQ FT
HORSESHOE	BG-1	HORSESHOE	6'-9 1/2" X 58'-7"	1	INTERNAL LED	EAST	397.89
	BG-2	LOGO	15'-6 1/2" X 11'-7"	1	INTERNAL	EAST	180.02
	BG-3	LOGO	10'-5 1/4" X 7'-9 1/4"	1	INTERNAL	WEST	81.11
HORSESHOE CASINO • HOTEL	BG-4	HORSESHOE CASINO HOTEL	1'-7" X 14'-3 1/4" 1'-4" X 13'-5"	1	INTERNAL	WEST	40.47
SELF PARK ⇄	BG-5	SELF PARK ➡	1'-7 3/4" X 13'-8 1/2"	1	INTERNAL	WEST	22.56
↑ HOTEL	BG-6	↑ HOTEL	1'-8 1/4" X 9'-3"	1	INTERNAL	WEST	15.61
↑ VALET	BG-7	VALET	1'-8 1/4" X 8'-11"	1	INTERNAL	WEST	15.05
↑ SELF PARK	BG-8	↑ SELF PARK	1'-8 1/4" X 7'-10 1/2" 1'-8 1/4" X 5'-11 3/4"	1	INTERNAL	WEST	23.38
	MN-1	SELF PARK ← HORSESHOE → LADY LUCK	4'-9" X 3'-8 1/2"	1	INTERNAL	RIGHT of WAY	17.61

TOTAL SQUARE FEET OF NEW SIGNAGE

793.70


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CLIENT:

Ceasars Entertainment

401 MAIN ST











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CITY:

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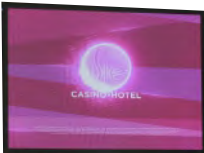


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EXISTING SIGNS TO REMAIN

COMPREHENSIVE SIGN PLAN AMENDMENT 2022

SIGNAGE	ALPHANUMERIC IDENTIFIER	COPY	SIZE	QTY	ILLUMINATION	ELEVATION	SQ FT
	S-2	VARIES	25'-0" X 50'-0"	1	INTERNAL	EAST	1250
	ES-1	ISLE HOTEL & CASINO VALET, SELF PARKING, & HOTEL CHECK-IN LADY LUCK CASINO & HOTEL	4'-10" X 6'-0"	1	INTERNAL	NORTH	28.99
	ES-2	VALET	1'-10" X 6'-0"	1	INTERNAL	NORTH	10.99
	ES-3	DO NOT ENTER	1'-3" X 7'-0"	1	NO	NORTH	8.75
	ES-4	PUBLIC PARKING CLEARANCE 7'-0"	1'-3" X 7'-0"	1	NO	NORTH	8.75
	ES-5	SELF PARK	1'-10" X 6'-0"	1	INTERNAL	NORTH	10.99
	ES-6	VARIES	6'-8" X 12'-10"	1	INTERNAL	CORNER OF MAIN ST & MINERS MESA ST.	85.55
	ES-9	DO NOT ENTER	1'-3" X 7'-0"	1	NO	WEST	8.75
	ES-10	CAUTION MERGING TRAFFIC	1'-3" X 7'-0"	1	NO	WEST	8.75

SUB TOTAL SQUARE FEET OF EXISTING SIGNAGE 1421.52


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









ADDRESS:

BLACKHAWK, CO

CITY:

TOM WEATHERBY

ACCOUNT EXECUTIVE:

DESIGNER	DATE
 JULIO RAMIREZ	2/3/19
 JIM GRANDE	2/20/19
 JIM GRANDE	2/26/19
 GIL SANCHEZ	5/16/19
 GIL SANCHEZ	3/06/20
 GIL SANCHEZ	3/19/20
 GIL SANCHEZ	1/19/22
 GIL SANCHEZ	1/20/22
 GIL SANCHEZ	3/28/22
 GIL SANCHEZ	4/12/22

APPROVAL

CUSTOMER DATE

LANDLORD DATE

 4/10/19

DESIGN DATE

SALES DATE

DESIGN NUMBER

OPY-20406




JOB / PROJECT NUMBER

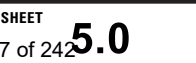
ARCHIVE NUMBER

SHEET

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COMPREHENSIVE SIGN PLAN AMENDMENT 2022

SIGNAGE	ALPHANUMERIC IDENTIFIER	COPY	SIZE	QTY	ILLUMINATION	COMMENT	SQ FT
	PS-1	WIN ME	2'-0" X 8'-0"	2	NO	DOES NOT COUNT TOWARD TOTAL SIGN AREA	EXEMPT
	A	STARBUCKS LOGO	24" DIAMETER	1	INTERNAL	NORTH	4.0
	B	STARBUCKS LOGO	36" DIAMETER	1	INTERNAL	NORTH	9.0
			SUB TOTAL SQUARE FEET OF EXISTING SIGNAGE				13.0
			TOTAL SQUARE FEET OF EXISTING SIGNAGE				1434.52
							13
							13
TOTAL SQUARE FEET OF PROPOSED AND EXISTING SIGNAGE							2228.22





YESCO LLC

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Reno, NV 89512
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NV. CONTRACTOR LICENSE NO.
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9 GIL SANCHEZ	3/19/20
10 GIL SANCHEZ	1/19/22
11 GIL SANCHEZ	1/20/22
12 GIL SANCHEZ	3/28/22
13 GIL SANCHEZ	4/12/22

APPROVAL

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LANDLORD DATE

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DESIGN NUMBER

OPY-20406

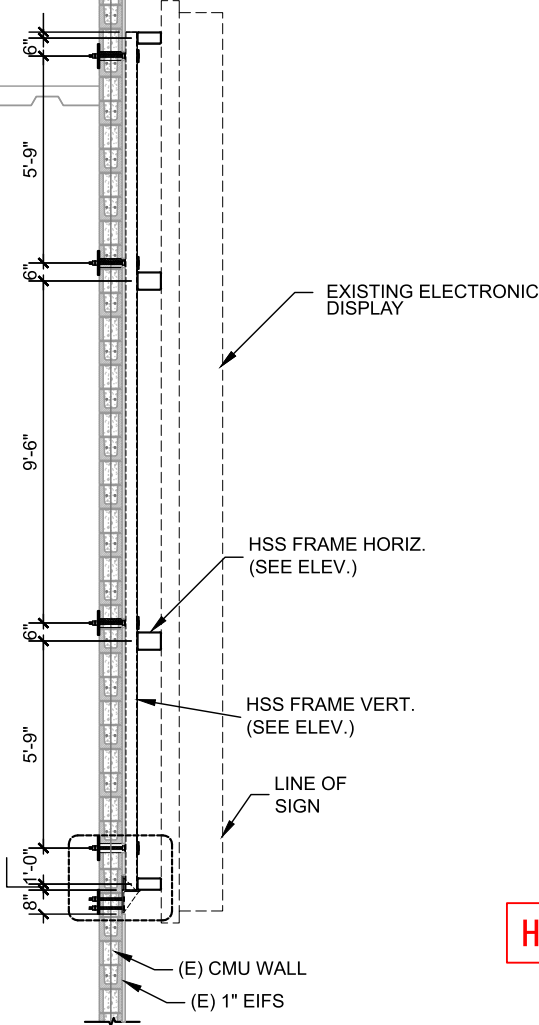
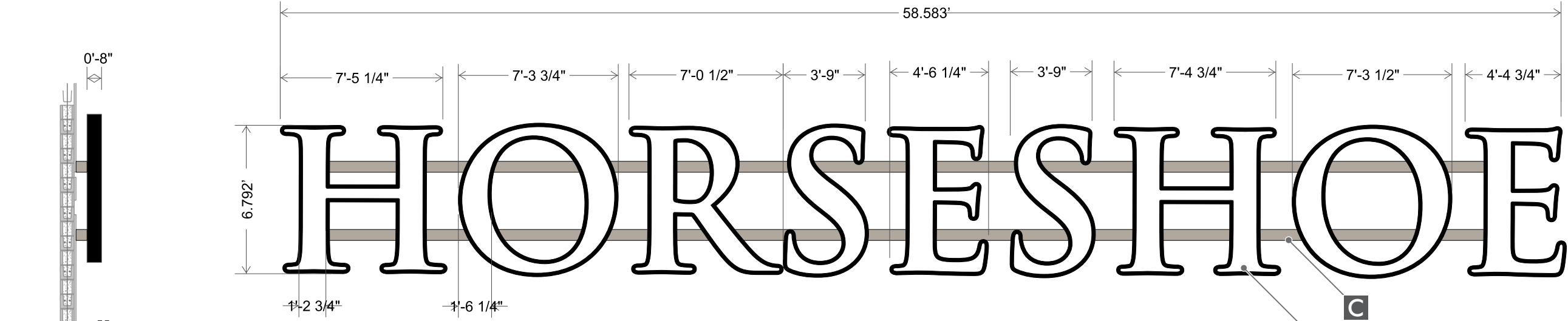
JOB / PROJECT NUMBER

ARCHIVE NUMBER

SHEET
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NEW SIGN

COMPREHENSIVE SIGN PLAN AMENDMENT 2022



A SECTION
Scale: 3/16"=1'-0"



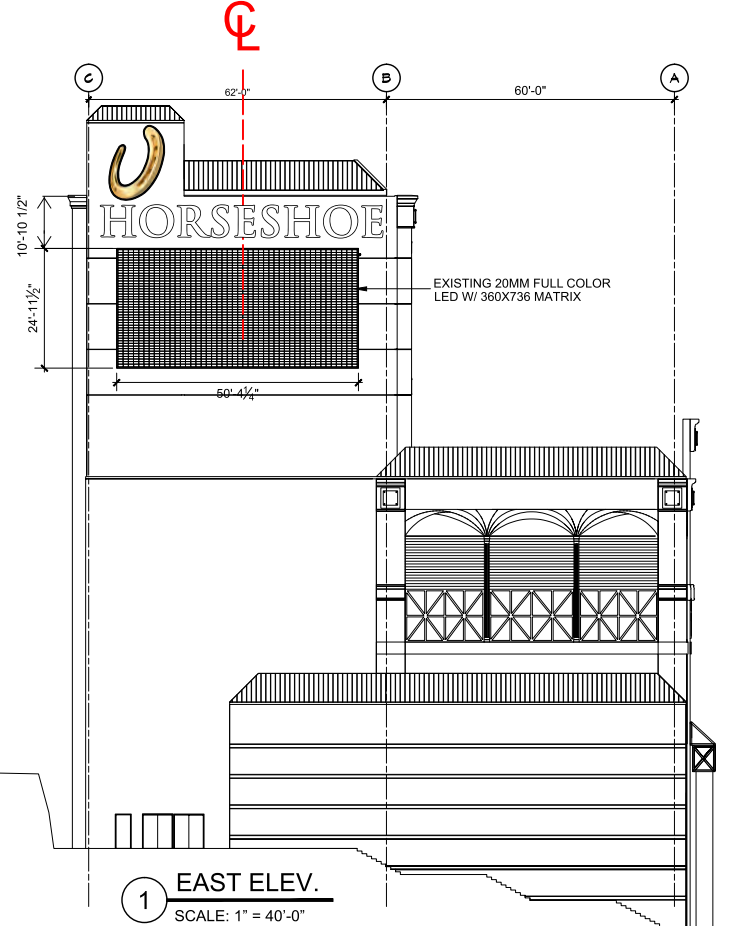
BG-2 SINGLE FACE ILLUMINATED
Scale: 3/16"=1'-0"

BG-1 SINGLE FACE ILLUMINATED
Scale: 3/16"=1'-0"

SIGN AREA	
AREA	180.02 ft ²

SIGN AREA	
AREA	397.89 ft ²

HIGH RESOLUTION FILE TO BE PROVIDED BY CUSTOMER



1 EAST ELEV.
SCALE: 1" = 40'-0"

SCOPE OF WORK

MANUFACTURE AND INSTALL ONE(1) SET OF ILLUMINATED LETTERS AND LOGO CABINET.

SIGN SPECS

A	CABINET	LIGHTING	WHITE LED
		FACE	WHITE POLYCARBONATE
		RETAINER	2" FLAT, PAINTED
		RETURN	8" DEEP, PAINTED
		FINISH	SEMIGLOSS
B	LOGO	LIGHTING	WHITE LED
		FACE	WHITE POLYCARBONATE
		GRAPHIC	FIRST SURFACE DIGITAL PRINT
		RETAINER	2 1/2" FLAT, PAINTED
		RETURN	8" DEEP, PAINTED
		FINISH	SEMIGLOSS
C	SUPPORTS	HORIZONTAL SUPPORTS ACTING AS WIREWAY TO POWER IN MECHANICAL ROOM, PAINTED TO MATCH BUILDING	

GENERAL NOTES:

WALL TYPE	CMU BLOCK AND STEEL STUDS
MOUNTING	AS SHOWN
NOTE	FIELD SURVEY REQUIRED BEFORE FABRICATION

COLOR KEY

PAINT	COLOR	SHERWIN WILLIAMS
		BLACK
PAINT	COLOR	SHERWIN WILLIAMS
		BLACK
PAINT	COLOR	SHERWIN WILLIAMS
		TBD - TO MATCH BUILDING

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Ceasars Entertainment

401 MAIN ST
ADDRESS:
BLACKHAWK, CO
CITY:

TOM WEATHERBY
ACCOUNT EXECUTIVE:

DESIGNER	DATE
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6 JIM GRANDE	2/26/19
7 GIL SANCHEZ	5/16/19
8 GIL SANCHEZ	3/06/20
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10 GIL SANCHEZ	1/19/22
11 GIL SANCHEZ	1/20/22
12 GIL SANCHEZ	3/28/22
13 GIL SANCHEZ	4/12/22

APPROVAL

CUSTOMER DATE

LANDLORD DATE
DESIGN DATE

SALES DATE

DESIGN NUMBER
OPY-20406

JOB / PROJECT NUMBER

ARCHIVE NUMBER

SHEET
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△ GIL SANCHEZ	4/12/22

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LANDLORD DATE
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SALES DATE

DESIGN NUMBER
OPY-20406

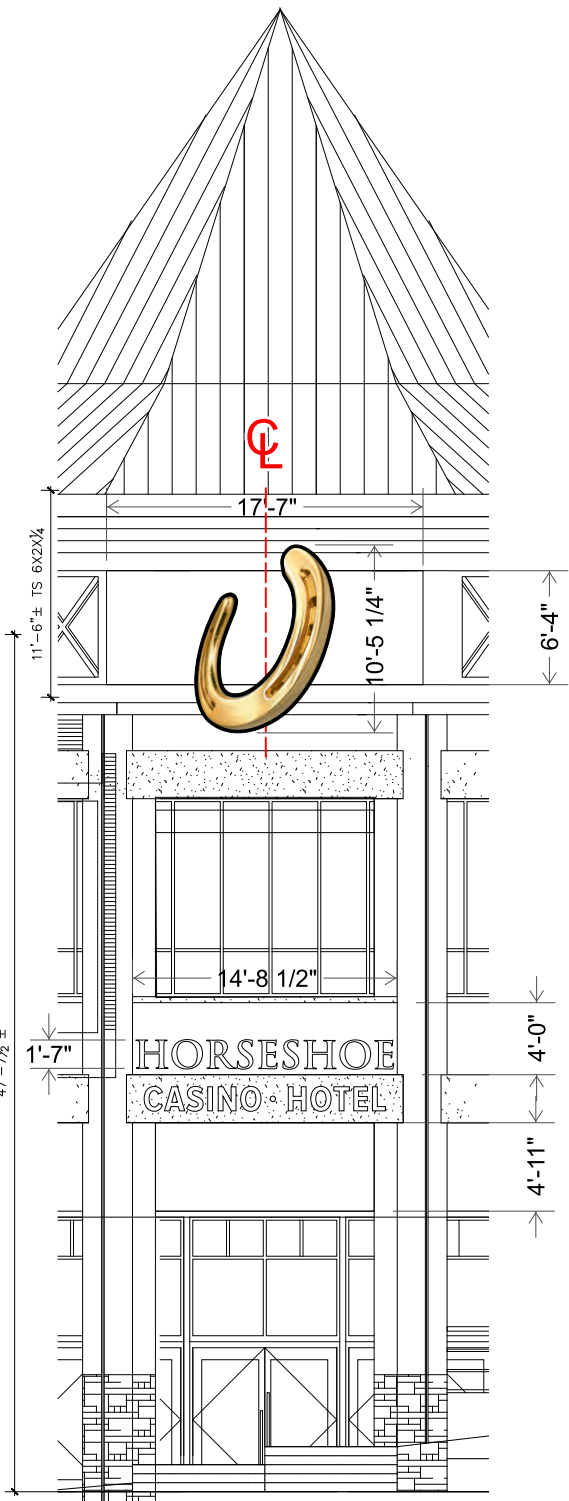
JOB / PROJECT NUMBER

ARCHIVE NUMBER

SHEET
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NEW SIGNS

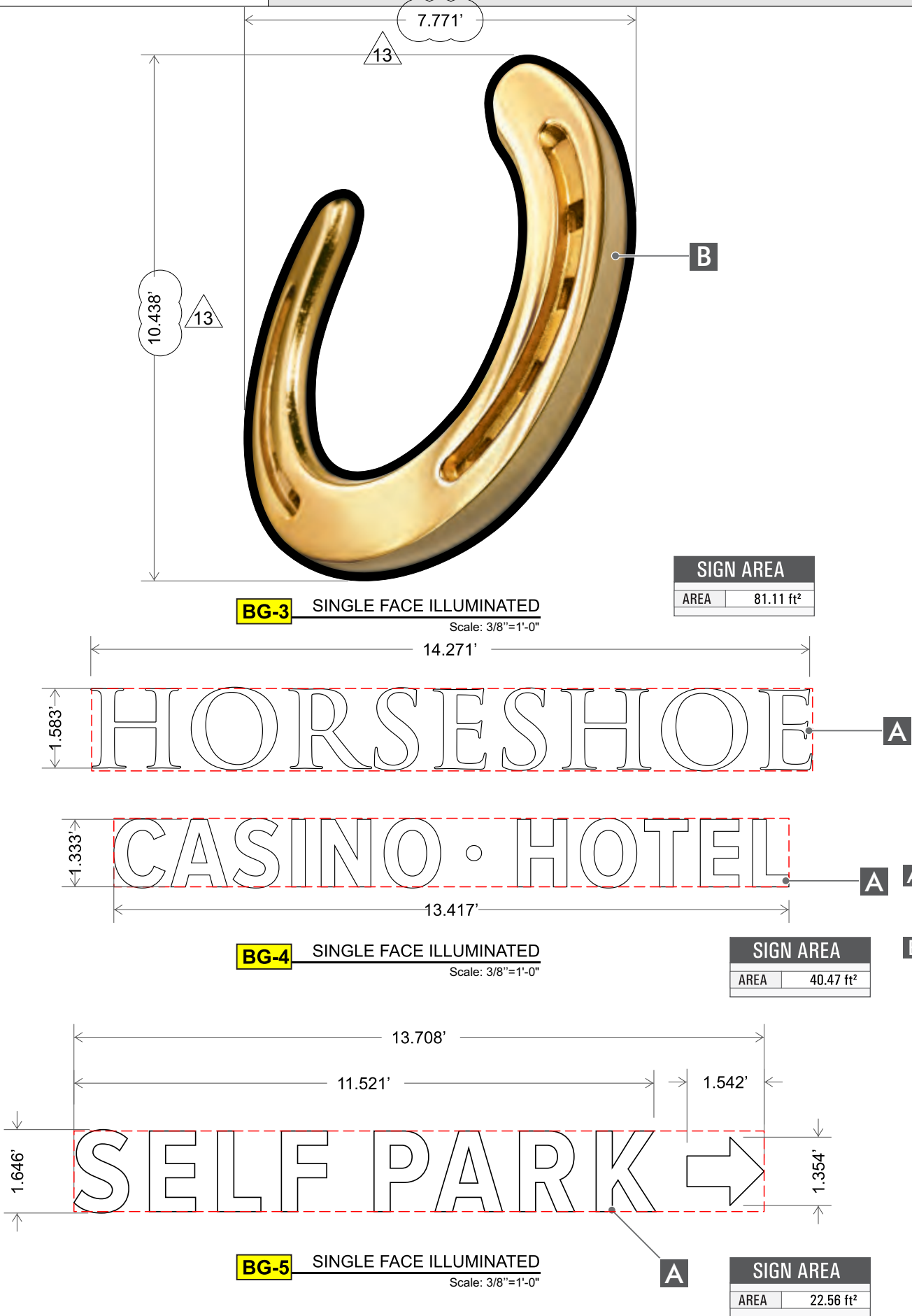
COMPREHENSIVE SIGN PLAN AMENDMENT 2022



1 SIGN A ELEVATION
scale 3/32"=1'-0"

SIDE VIEW

SIDE VIEW



SIGN AREA	
AREA	81.11 ft²

BG-3 SINGLE FACE ILLUMINATED
Scale: 3/8"=1'-0"

SIGN AREA	
AREA	40.47 ft²

BG-4 SINGLE FACE ILLUMINATED
Scale: 3/8"=1'-0"

SIGN AREA	
AREA	22.56 ft²

BG-5 SINGLE FACE ILLUMINATED
Scale: 3/8"=1'-0"

SCOPE OF WORK

MANUFACTURE AND INSTALL INTERNALLY ILLUMINATED CHANNEL LETTERS.

SIGN SPECS

A	PAN CHANNEL LIGHTING	WHITE LED
	FACE COLOR	WHITE ACRYLIC
	TRIM CAP COLOR	BLACK
	RETURN COLOR	BLACK
B	LOGO LIGHTING	WHITE LED
	FACE	WHITE POLYCARBONATE
	GRAPHIC	FIRST SURFACE DIGITAL PRINT
	RETAINER	2" FLAT, PAINTED
	RETURN	8" DEEP, PAINTED
	FINISH	SEMIGLOSS
REMOVAL		REMOVE EXISTING LOGO SIGN AND DISPOSE

GENERAL NOTES:

WALL TYPE	TO BE DETERMINED
MOUNTING	FLUSH TO WALL
NOTE	FIELD SURVEY REQUIRED BEFORE FABRICATION

COLOR KEY

ALUMINUM
COLOR BLACK

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9 GIL SANCHEZ	3/19/20
10 GIL SANCHEZ	1/19/22
11 GIL SANCHEZ	1/20/22
12 GIL SANCHEZ	3/28/22
13 GIL SANCHEZ	4/12/22

APPROVAL

CUSTOMER DATE

LANDLORD DATE

DESIGN DATE

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OPY-20406

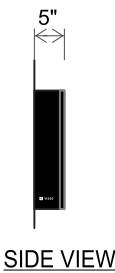
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ARCHIVE NUMBER

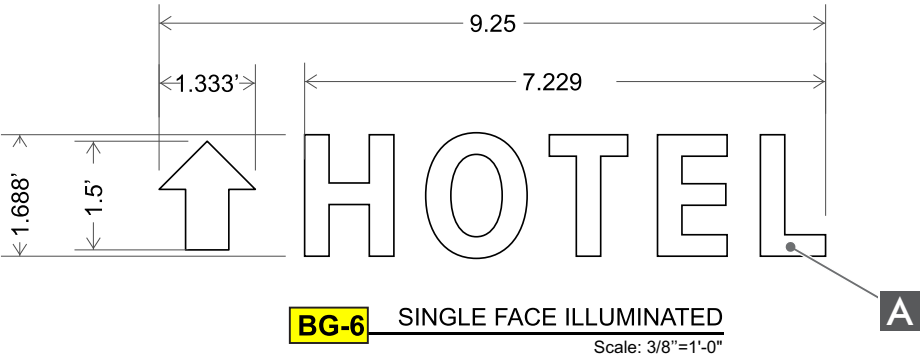
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9.0



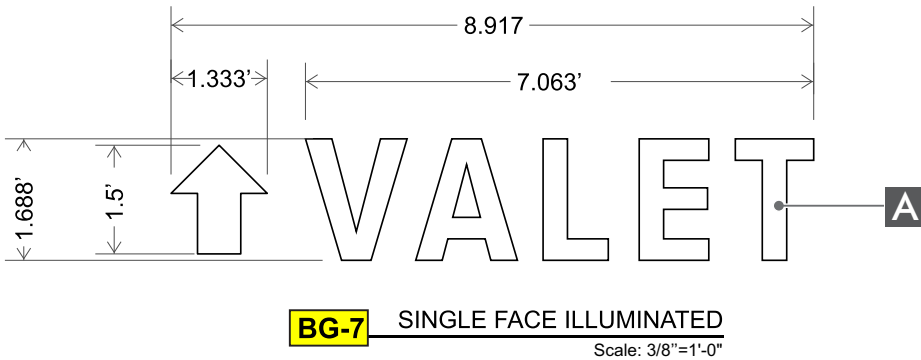
SIDE VIEW



SIGN AREA	
AREA	15.61 ft²



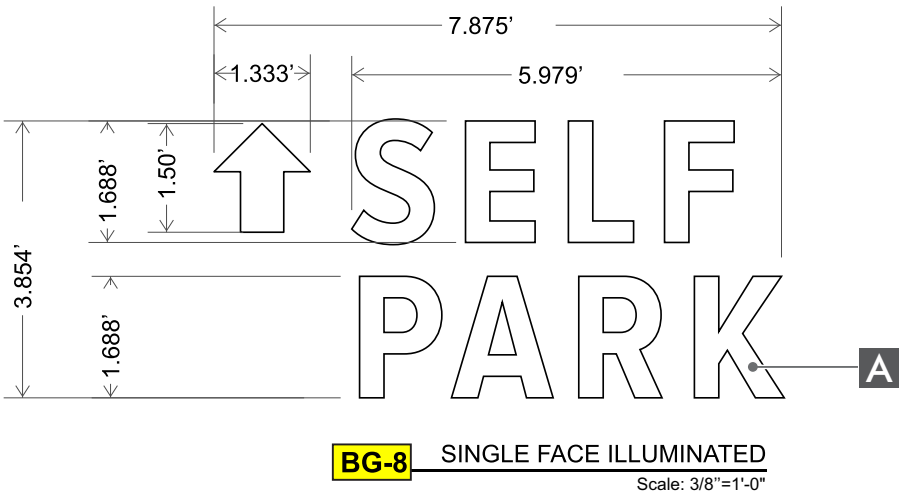
SIDE VIEW



SIGN AREA	
AREA	15.05 ft²



SIDE VIEW



SIGN AREA	
AREA	23.38 ft²

SCOPE OF WORK

MANUFACTURE AND INSTALL INTERNALLY ILLUMINATED CHANNEL LETTERS.

SIGN SPECS

A	PAN CHANNEL	LIGHTING	WHITE LED
		FACE COLOR	WHITE ACRYLIC
		TRIM CAP COLOR	BLACK
		RETURN COLOR	BLACK
B	LOGO	LIGHTING	WHITE LED
		FACE	WHITE ACRYLIC
		GRAPHIC	FIRST SURFACE DIGITAL PRINT
		TRIM CAP COLOR	BLACK
		RETURN	5" DEEP, BLACK
		FINISH	SEMIGLOSS
REMOVAL		REMOVE EXISTING LOGO SIGN AND DISPOSE	

GENERAL NOTES:

WALL TYPE	TO BE DETERMINED
MOUNTING	FLUSH TO WALL
NOTE	FIELD SURVEY REQUIRED BEFORE FABRICATION

COLOR KEY

	ALUMINUM
COLOR	BLACK
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









CLIENT:

Ceasars Entertainment

401 MAIN ST
ADDRESS:


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TOM WEATHERBY
ACCOUNT EXECUTIVE:

DESIGNER	DATE
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 GIL SANCHEZ	3/19/20
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 GIL SANCHEZ	1/20/22
 GIL SANCHEZ	3/28/22
 GIL SANCHEZ	4/12/22

APPROVAL

CUSTOMER DATE

LANDLORD DATE
 4/10/19

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ARCHIVE NUMBER



ART SUPERIMPOSED ON PHOTO · SHOWN AT APPROXIMATE RELATIVE SCALE



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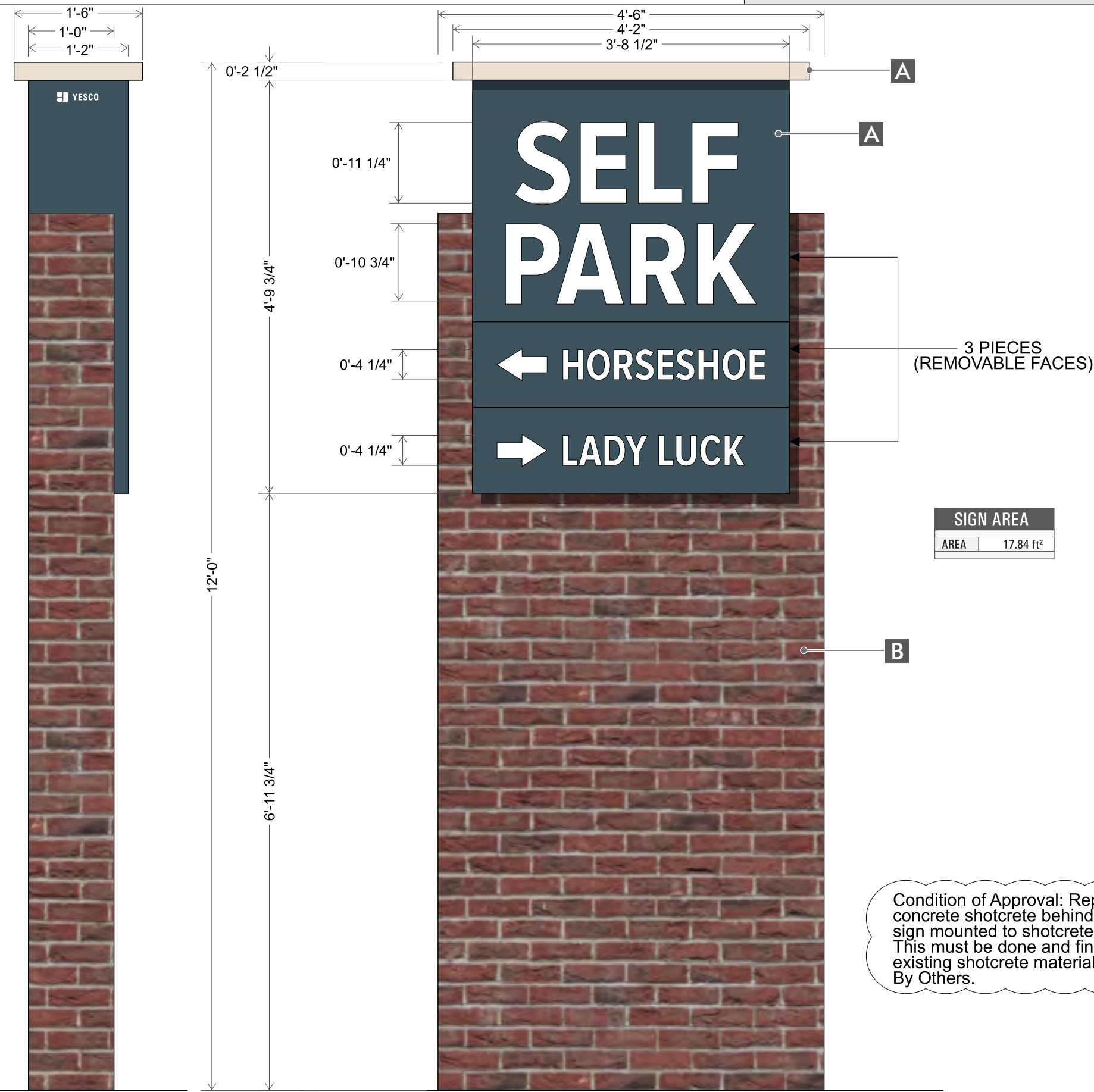
JOB / PROJECT NUMBER

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NEW SIGN

COMPREHENSIVE SIGN PLAN AMENDMENT 2022



SIDE VIEW

MN-1 SINGLE FACE ILLUMINATED

Scale: 3/4"=1'-0"

SCOPE OF WORK	
MANUFACTURE AND INSTALL ONE(1) S/F ILLUMINATED MONUMENT SIGN	

SIGN SPECS

A	CABINET	LIGHTING	WHITE LED
		CABINET	ALUMINUM CONSTRUCTION
			PAINTED
		COLOR	TBD
		FINISH	SEMI-GLOSS
		COPY	ALUM ROUTED OUT AND WHITE POLYCARBONATE BACKED-UP
B	BRICK	BRICK BY CUSTOMER	
	REMOVAL	REMOVE EXISTING SIGN AND DISPOSE	

GENERAL NOTES:

NOTE	FIELD SURVEY REQUIRED BEFORE FABRICATION
------	--

COLOR KEY

PAINT	SHERWIN WILLIAMS	
	COLOR	TBD
PAINT	SHERWIN WILLIAMS	
	COLOR	TBD

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NIGHTTIME VIEW



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△ GIL SANCHEZ	4/12/22

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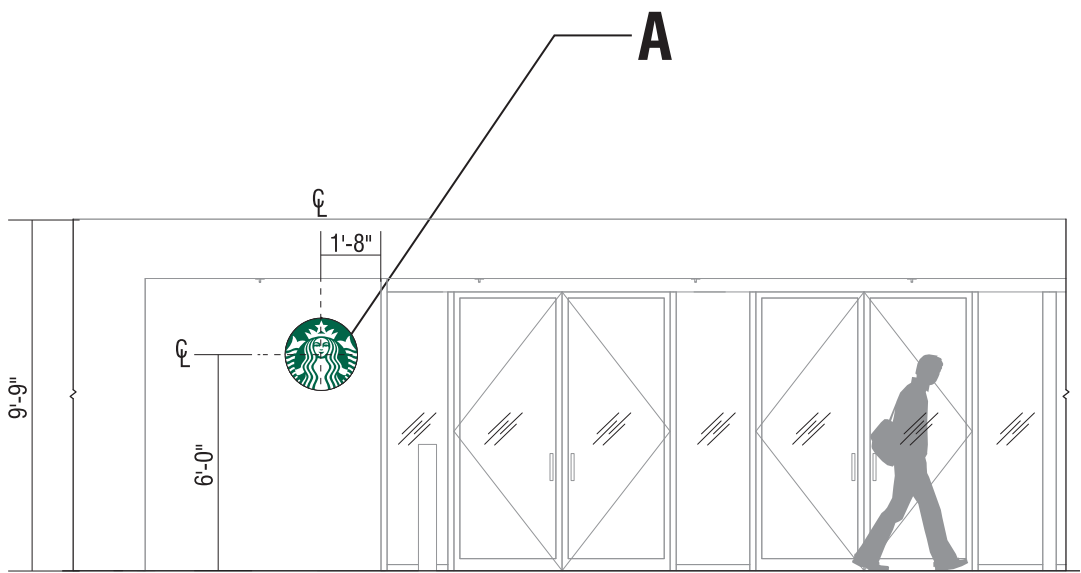
JOB / PROJECT NUMBER

ARCHIVE NUMBER

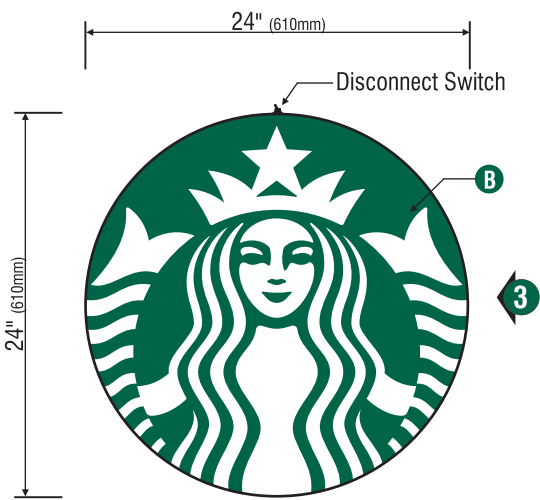
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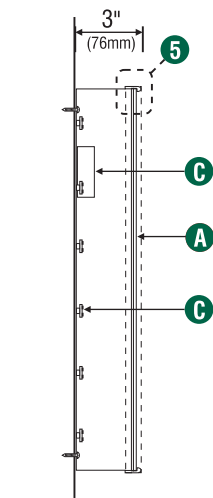
12.0



1 Exterior Entry Elevation
Approximate Scale: 3/16" = 1'-0"



1 Front View
Scale: 1" = 1'-0"



2 Section View
Scale: 1" = 1'-0"



3 Side View
Scale: 1" = 1'-0"

A - Design ID #13161

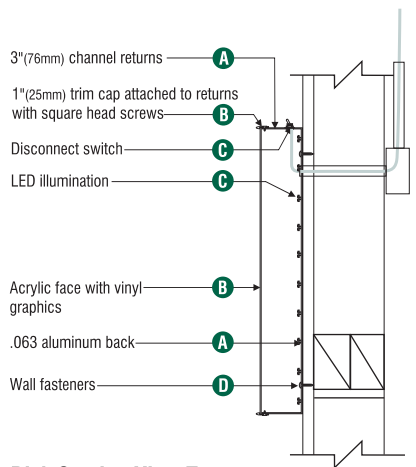
One (1) single face backlit illuminated logo wall sign.

- A** Single faced internally illuminated wall mount logo disk. Cabinet to be 3"(76mm) deep, fabricated aluminum sidewalls and back. Paint cabinet black polyurethane. Faces to be 3/16"(5mm) Acrylite 015-2GP backed with 1/8" clear polycarbonate. 1"(25mm) black trimcap with square head screws retainer edging.
- B** Graphics of logo to be 1st surface 3M Translucent Scotchcal vinyl- Holly Green #3630-76. Siren to show thru White.
- C** Internally illuminate with Sloan mini, White 6500k LEDs. Internal powersupply.
- D** Fasten to wall with required fasteners. (Brick wall, exterior mount)

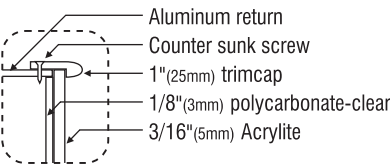
Sign must be approved by the National Electrical Code, Underwriters Laboratory, CUL, and all applicable local codes. Disconnect switch in primary to be within sight of sign (sign includes power supply enclosure) REF: NEC 110-3[B] 600-2, 600-4. Primary electrical source 1/2"(13mm) conduit minimum) REF: NEC 600-6, 600-21(provided by installer).



Disk 24in (610mm) S/F Illuminated Flush Mounted Wall Sign EVOLVED			
Size	Sq.Ft.	Volts	
24" (610mm)	4.0	120	



4 Disk Section View Typ.
NTS



5 Enlarged Detail
Scale: 3" = 1'-0"

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CLIENT:


Ceasars Entertainment

401 MAIN ST
ADDRESS:
BLACKHAWK, CO
CITY:

TOM WEATHERBY
ACCOUNT EXECUTIVE:

DESIGNER	DATE
4 JULIO RAMIREZ	2/3/19
5 JIM GRANDE	2/20/19
6 JIM GRANDE	2/26/19
7 GIL SANCHEZ	5/16/19
8 GIL SANCHEZ	3/06/20
9 GIL SANCHEZ	3/19/20
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11 GIL SANCHEZ	1/20/22
12 GIL SANCHEZ	3/28/22
13 GIL SANCHEZ	4/12/22

APPROVAL

CUSTOMER	DATE
LANDLORD	DATE
	4/10/19
DESIGN	DATE

SALES	DATE
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DESIGN NUMBER
OPY-20406

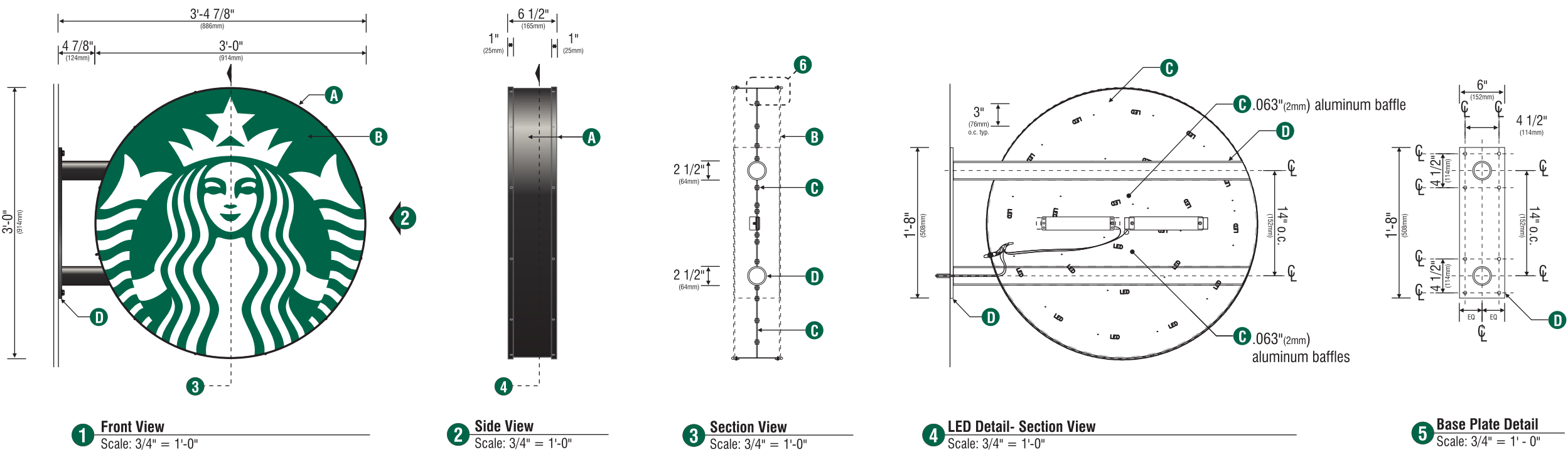
JOB / PROJECT NUMBER

ARCHIVE NUMBER

SHEET
85 of 241 **13.0**

EXISTING SIGN

COMPREHENSIVE SIGN PLAN AMENDMENT 2022



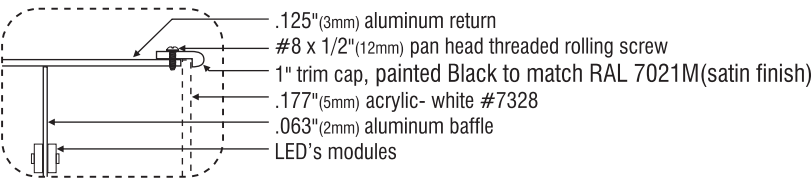
B - Design ID #14097

(1) double face backlit illuminated logo blade cabinet sign

- A Double faced internally illuminated blade mounted logo disk cabinet to be 6 1/2" (165mm) deep, fabricated from .125" (3mm) aluminum, painted Black to match RAL 7021M(satin finish).
- B Faces to be .177" (5mm) translucent acrylic- White #7328. Siren logo background graphics to be first surface applied translucent 3M Scotchcal vinyl- Holly Green #3630-76. Retainment of face to be 1" (25mm) trim cap, painted Black to match RAL 7021M(satin finish). Attach retainer and face to cabinet returns with #8 x 1/2" (12mm) pan head threaded rolling screws, painted Black to match RAL 7021M(satin finish).
- C Internally illuminate with Sloan 6500k White Prism modules, mounted on an internal .063" (2mm) aluminum baffle with self contained power supply (s) recessed into middle aluminum baffle. All electrical components are removable for service.
- D Support structure to be 2 1/2" o.d. (64mm) x 3/16" (5mm) aluminum pipe, welded to wall plate 20" (508mm) X 6" (152mm) X 3/8" (6mm) aluminum. Fasten securely to wall with 3/8" (10mm) dia. grade 5 bolts with nuts, flat and lock washers, paint exposed support Black to match RAL 7021M(satin finish).
- E Sign must meet all regulations in the National Electric Sign Code as well as any local or state codes. As per NEC 600.6 sign is equipt with a service disconnect switch. Sign must be listed as an Electrical Sign per Underwriters Laboratories UL48 and/or CSA and bear the appropriate UL, CUL, or CSA relevant certification marks. Primary power by electrical contractor per NEC.



NOTE: Verify height to grade requirements.



6 Enlarged Detail
Scale: 3" = 1'-0"



3 Parking Entry Elevation
Scale: NTS

Disk Blade Illuminated Wall Mounted Evolved - 36in, 915mm 14097			
Size	Sq. Ft. ¹	Volts	Amps
36" (915mm)	9.00	120	0.85

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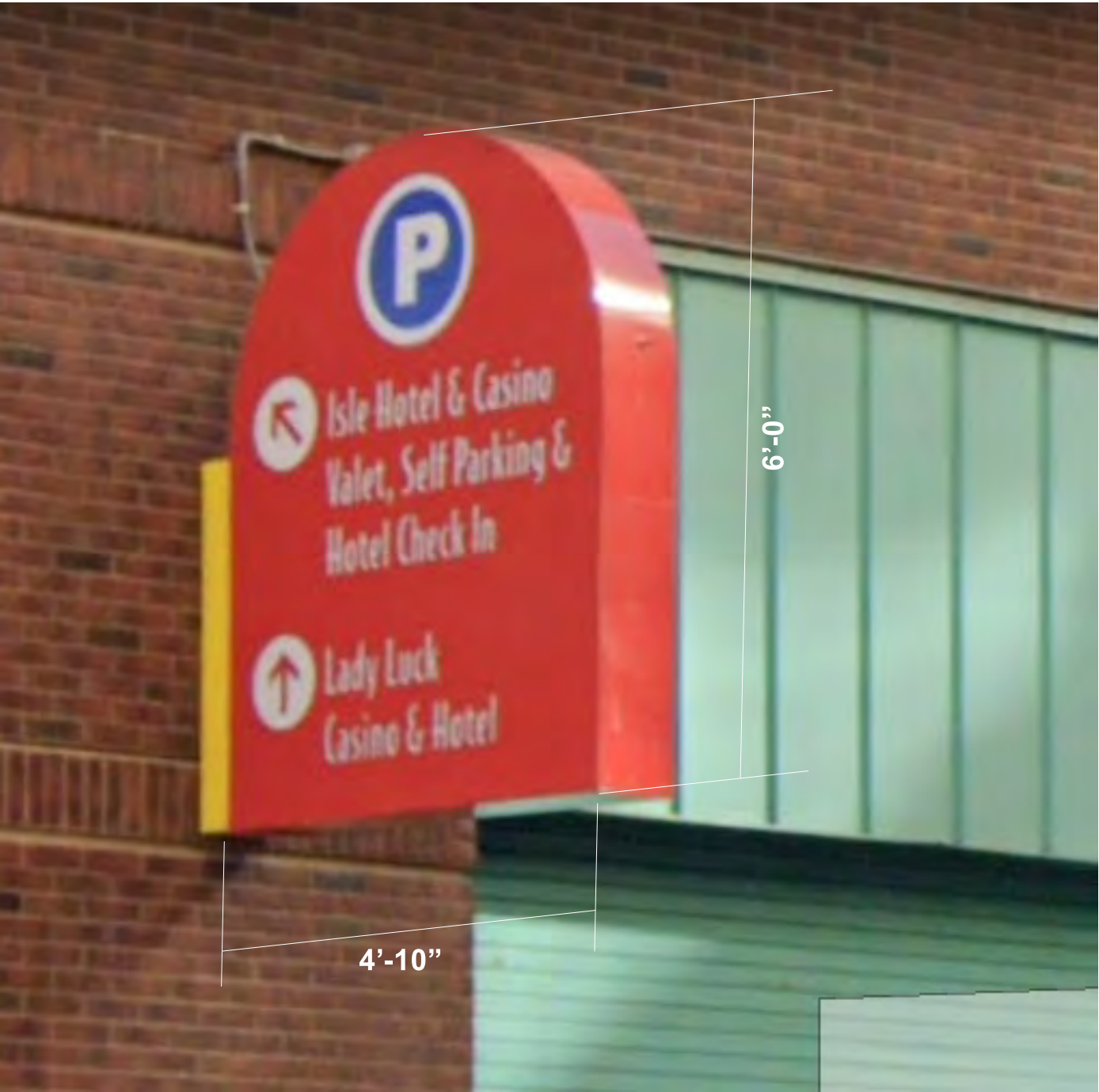
JOB / PROJECT NUMBER

ARCHIVE NUMBER



ES-1 - DIRECTIONAL WALL SIGN

NTS



ES-1 - DIRECTIONAL WALL SIGN

NTS



YESCO LLC

800-B Bennie Lane
Reno, NV 89512
Office: 775.359.3131

NV CONTRACTOR LICENSE NO.
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




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ES-2, ES-5 & “B” - VALET, PARKING & STARBUCKS WALL SIGNS

NTS



ES-2 - PARKING WALL SIGN

NTS



ES-5 - PARKING WALL SIGN

NTS



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






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ARCHIVE NUMBER

EXISTING SIGN TO REMAIN

COMPREHENSIVE SIGN PLAN AMENDMENT 2022



ES-3 & ES-4 - NORTH ELEVATION

NTS



ES-9 & ES-10 -WEST ELEVATION

NTS



ES-3 & ES-9 - DIRECTIONAL PARKING SIGNS

NTS




ES-4 - DIRECTIONAL PARKING SIGN

NTS



ES-10 - DIRECTIONAL PARKING SIGN

NTS



YESCO LLC

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





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Ceasars Entertainment


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SALES	DATE

DESIGN NUMBER

OPY-20406

JOB / PROJECT NUMBER

ARCHIVE NUMBER

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89 of 242

17.0



ES-6 - VIDEO BOARD

NTS



ES-6 - VIDEO BOARD

NTS



YESCO[®]

YESCO LLC

800-B Bennie Lane
Reno, NV 89512
Office: 775.359.3131

NV CONTRACTOR LICENSE NO.
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








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SHEET
90 of 242

18.0



PS-1 - BANNER

NTS



PS-1 - BANNER

NTS



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NV CONTRACTOR LICENSE NO.
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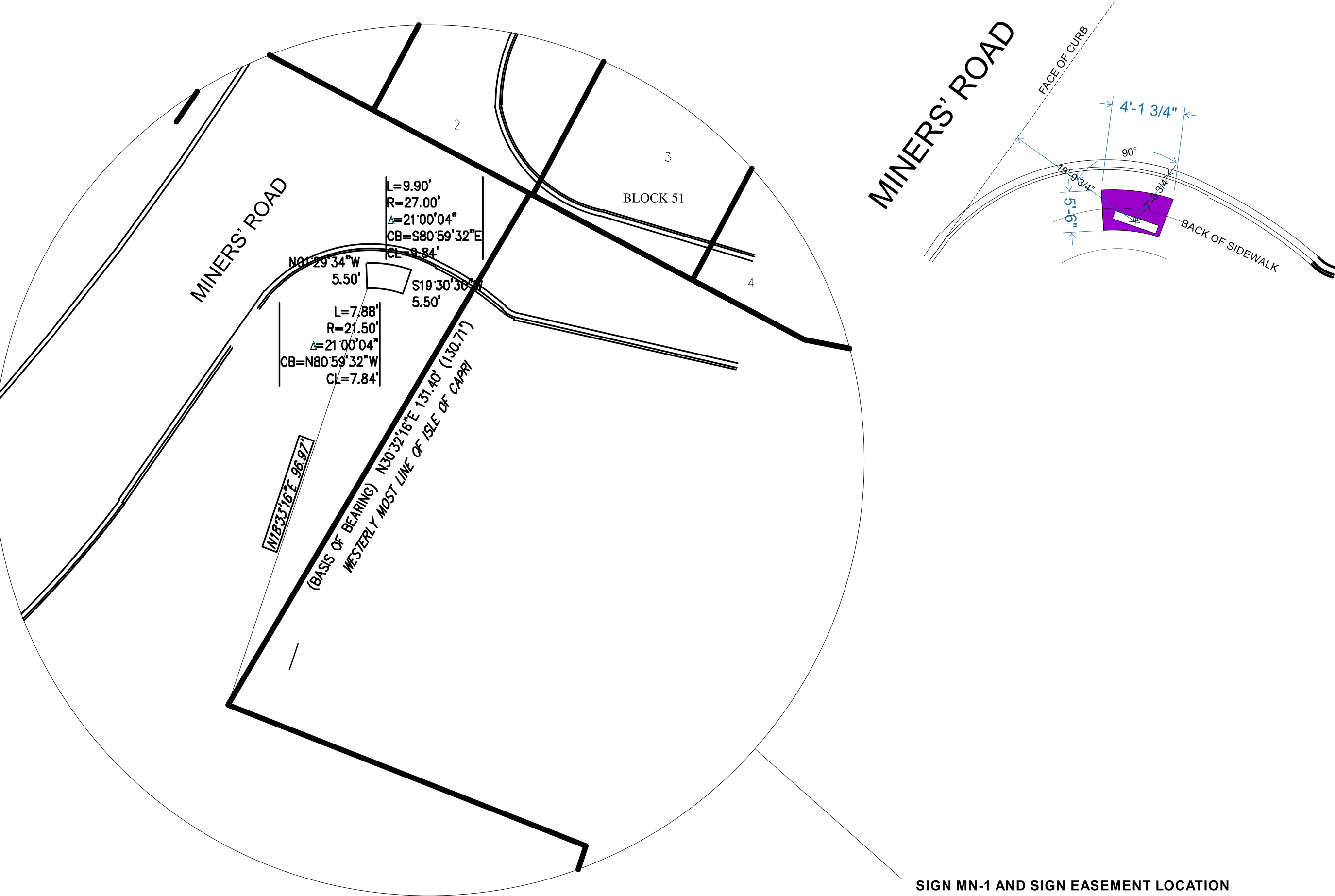
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SIGN MN-1 LICENSE AGREEMENT EXHIBIT

COMPREHENSIVE SIGN PLAN AMENDMENT 2022



SIGN MN-1 AND SIGN EASEMENT LOCATION


YESCO
YESCO LLC
800-B Bennie Lane
Reno, NV 89512
Office: 775.359.3131
NV CONTRACTOR LICENSE NO.
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RESOLUTION 29-2022
A RESOLUTION
APPROVING AN
AGREEMENT FOR
PROFESSIONAL
SERVICES BETWEEN THE
CITY OF BLACK HAWK
AND INDEPENDENT
PAINTING

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

Resolution No. 29-2022

TITLE: A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF BLACK HAWK AND INDEPENDENT PAINTING

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 Agreement for Professional Services between the City of Black Hawk and Independent Painting, attached hereto as **Exhibit A**, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 27th day of April, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
INDEPENDENT PAINTING**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this **27th day of April, 2022** by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **INDEPENDENT PAINTING** hereinafter referred to as "Contractor").

RECITALS:

A. The City requires a **paint contractor that specializes in comprehensive painting services for exterior residential work providing all supervision, labor, lead paint certifications, equipment, tools, supplies, materials, and a one-year warranty that encompasses each residential project on an "on-call" basis** (the "Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City **on-call consulting services to assist the City with providing exterior residential painting services within the City of Black Hawk**.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in **Exhibit A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

IV. COMPENSATION

A. Compensation shall not exceed **amounts as described in Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **January 11, 2023**.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Workers Without Authorization.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Prohibited Acts. Contractor shall not:

a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or sub-contractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of the Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by the Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of the Agreement insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

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

The completed certificate of insurance shall be sent to:

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

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

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

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

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

XIII. INDEPENDENT CONTRACTOR

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

XIV. NO WAIVER

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

XV. NOTICE

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

The City:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia Linker
Community Planning & Development Director**

The Contractor:

**Eric Miller
Independent Painting
P.O. Box 672
Central City, CO 80427**

XVI. ENTIRE AGREEMENT

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

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

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

INDEPENDENT PAINTING


By: Eric Miller

Its: Owner

Date: March 28, 2022

**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH WORKERS WITHOUT AUTHORIZATION**

NOT APPLICABLE

FROM: **By:** Eric Miller, Independent Painting
 Its: Owner
 Date: March 28, 2022

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

Project Name:
On-Call Professional Services Agreement – Interior / Exterior Painting

Bid Number: N/A **Project Number:** N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 28th day of March, 2022

Prospective Contractor: Independent Painting

NOT APPLICABLE

By: _____
 Eric Miller
Title: **Owner**

NO EMPLOYEE AFFIDAVIT
COMPLETE IF APPLICABLE

1. Check and complete one:

☒

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

OR

☐

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

2. Check one.

☐

I, ERIC MILLER, am a United States citizen or legal permanent resident.

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

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

OR

☐

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

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

Executed this 28th day of March, 2022

Prospective Contractor: Independent Painting

By:

Eric Miller

Title: Owner

DEPARTMENT PROGRAM AFFIDAVIT

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

COMPLETE IF APPLICABLE

Independent Painting, Eric Miller, owner
I, ~~INSERT COMPANY CONTACT NAME AND TITLE~~, as a public contractor under
contract with the **City of Black Hawk** (the "City"), hereby affirm that:

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

Executed this 28th day of March, 2022

Prospective Contractor: Independent Painting

By: _____

Eric Miller
Eric Miller

Title: Owner

ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

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

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

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

AND

Documents that Serve to Prove Identification:

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

EXHIBIT A

SCOPE OF WORK - 2022

The **CITY OF BLACK HAWK** shall provide a **SCOPE OF WORK** to **INDEPENDENT PAINTING** on a project-by-project basis.

INDEPENDENT PAINTING shall provide a proposal based on the **SCOPE OF WORK** provided by the **CITY OF BLACK HAWK** on a project-by-project basis.

APPLICABLE CITY OF BLACK HAWK REGULATIONS

Excerpts from:

*City of Black Hawk
2022 Residential Exterior Paint Guide to Programs*

APPENDIX 1: REVIEW PROCEDURE AND CRITERIA FOR THE PROGRAM

5. PERMITTING

- a. *If the Property Owner has a color change, City Staff initiates for Administrative Approval, a Certificate of Architectural Compatibility per Black Hawk Municipal Code, Chapter 16, Article XVII – Application Procedures and Submittal Requirements – Section 16-368 – City Council Design Review and Compatibility Process.*
- b. *Subcontractors register for a business license and provide the required insurance with the City per the Black Hawk Municipal Code, Chapter 6, Article VII. Because this is a City project, the subcontractors pay no fee.*
- c. *The Paint Consultant supplies a list of its subcontractors and corresponding City registration numbers for the Grant project.*
- d. *The Paint Consultant maintains each individual project schedule from the beginning to the end of the Project and updates City Staff. City Staff informs the Property Owner of any schedule changes.*
- e. *The City waives all building permit fees for residential projects, as outlined in Chapter 18, Section 18-5 of the Black Hawk Municipal Code; however, the City creates and issues a no-charge building permit and secures appropriate inspections.*
- f. *The Paint Consultant may require a Temporary Use Permit, which City Staff executes.*
- g. *Property Owner signs and approves all paint draw-downs for color and sheen within three (3) business days of the Paint Consultant providing the samples.*

6. RESIDENTIAL EXTERIOR PAINTING WORK COMMENCES

- a. The Property Owner provides the Paint Consultant full access to the site and work area.*
- b. The Property Owner removes all items on and away from the structure, outbuildings, decks, and porches.*
- c. The Property Owner keeps all pets out of the Paint Consultants' work area.*
- d. The Property Owner removes daily all pet waste from the Paint Consultants' work area for the job's duration.*
- e. The Paint Consultant brings all necessary materials, supplies, equipment, and accessories to the site or work area.*
- f. The Paint Consultant is responsible for securing their equipment at all times. No persons are allowed on the site unless they have specific business.*
- g. The City is not responsible for the theft, loss, or damage to Paint Consultant materials, equipment, tools, or personal belongings on the site.*
- h. The Paint Consultant is responsible for trash removal, provides refuse collection containers, and keeps the site clean and free of debris, including cigarette butts.*
- i. The Paint Consultant is not permitted to bring animals on site.*
- j. The Paint Consultant performs the work according to the approved Scope of Work and is attached to the building permit.*
- k. City Staff and the Property Owner inspect the work and monitor the Project.*
- l. Change Order(s) from the approved Scope of Work must be reviewed and approved by the City before implementation. The approved Change Order amount is taxable income to the Property Owner.*
- m. Onsite progress meetings are as needed with the Property Owner, Paint Consultant, and City Staff.*

7. PAYMENTS

- a. The Property Owner submits a Check and Payment Reimbursement Request form, with the Paint Consultant's invoice, for each requested payment within three (3) business days of invoice receipt. City Staff assists with this process.*
- b. With the initial Check and Payment Reimbursement Request form, the Property Owner attaches a completed W-9, if not previously provided.*
- c. All payments for approved work are by check from the City of Black Hawk payable to the Property Owner in an FBO (For the Benefit Of) format to include the company name of the Paint Consultant for the Project.*
- d. Once the Finance Department processes the Check and Payment Reimbursement Request, the Property Owner endorses the check for each requested payment over to the Paint Consultant within three (3) business days.*
- e. By signing the Residential Exterior Paint Guide to Programs, the Property Owner acknowledges and understands the payment process to the Paint Consultant for the contracted work and understands they are not to defraud the City or the Paint Consultant during any part of the process for the Project.*
- f. The Property Owner is responsible for submitting all payment requests within three (3) business days throughout the Project's duration.*

8. RESIDENTIAL EXTERIOR PAINTING COMPLETED

- a. When the preparation and painting work has been performed according to the approved Scope of Work, the City Staff, and the Property Owner conduct a final inspection with the Paint Consultant.*
- b. The Paint Consultant cleans the site upon completion of work. All paint chips are captured and disposed of, all areas de-masked, exterior windows are free of paint and operable.*
- c. The City will release the final payment due to the Paint Consultant after the final inspection and project closeout with the Property Owner.*

APPENDIX 2: PREPARATION AND PAINTING

1. PREPARATION

- a. *Two (2) weeks before the Paint Consultant begins the Project, the Property Owner agrees to complete all necessary major repairs.*
- b. *The Paint Consultant preps the Project by gently washing the exterior to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew, or mortar efflorescence. Completes all incidental repairs such as sanding all chipping and peeling paint and patches and caulks all cracks and imperfections*
- c. *The Paint Consultant repairs, at their expense, damage to any structure or Property caused during the prep work.*

2. PAINTING – PAINT CONSULTANT

- a. *Uses Benjamin Moore or Sherwin-Williams products or recommends an alternate product to the City for approval.*
- b. *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.*
- c. *Coated Surfaces: exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood fences, wood windows, metal fences, previously painted gutters, downspouts, and vertical concrete.*
- d. *Before starting work, check products, color, and sheen to assure conformity to specified color and finish as described in the Scope of Work.*
- e. *Mask all areas requiring protection from overspray and take into consideration any wind.*
- f. *Is responsible for material damaged by paint covering surfaces such as brick, concrete, roofing, vehicles, landscaping, etc.*
- g. *Leave the Property Owner with a minimum of one (1) gallon of each color, varnish, and stain for touch up. Supply the paint cans and marks each can identifying the product. The Property Owner stores the product in a temperature-controlled area protected from temperatures below 45°F or above 95°F.*

3. PRIMER/PAINT/VARNISH/STAIN APPLICATION:

- a. *All failing paint, including peeling and bubbling areas, is scraped from the substrate.*
- b. *Caulk all cracks, windows, and patch small holes.*
- c. *Conceal all wood siding nail holes and reset any nails that may be separating from the siding.*

- d. Prep and prime all exposed wood surfaces following the Manufacture's recommendation and thickness. The primer coat differs in color.*
- e. Apply two (2) coats of each product or the Manufacture's recommendation and thickness.*
- f. If transitioning from a stain to paint, one (1) coat of primer and (2) coats of paint are applied per the Manufacture's recommendation and thickness.*
- g. If surfaces are sprayed, Paint Consultant back-rolls all surfaces.*
- h. All stain is two (2) coats with a clear natural satin finish or the Manufacture's recommendation and thickness.*
- i. The job is free of runs, sags, cracking, and skips with edges cut neatly.*
- j. The Paint Consultant schedules work to apply paint when weather conditions are per the manufacturer's specifications.*
 - 1) Siding is dry from dew and frost before applying paint, and work ceases in time to allow the paint to dry before dew and frost form.*
 - 2) Painting on exteriors is not conducted below 45°F.*
 - 3) The Paint Consultant assumes all responsibility and is accountable for painting under adverse conditions.*
- k. Paint the top and the bottom edge of all doors and windows.*
- l. Paint the bottom edge of all siding, corner stiles, shutters, and bay windows.*
- m. Paint all roof vents and flashing black or another specified color. Mechanical vents located within the siding match the siding color.*
- n. Caulk all joints in exterior trim, including areas where wood joins siding.*
- o. Consult with City Staff for appropriate sheen. Include sheen in the Scope of Work.*
- p. Sealant color to match siding or trim. Apply at windows, door frames, flashing, and jacks. Bed metal thresholds in sealant;*
- q. Provides a one (1) year warranty from substantial completion. This warranty is in addition to and is not limited to any other warranty or remedy required by law or by the Scope of Work and Program documents. All nonconforming work identified by the Property Owner and considered defective is corrected before the one (1) year warranty expires.*

INSURANCE CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2022

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

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

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME:	
	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
INSURED Eric Miller Independent Painting 207 Eureka Street Central City, CO 80427	E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State National Insurance Company, Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 8378987

REVISION NUMBER:

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

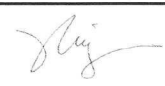
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		NXT6H5RGRZ-02-GL	09/20/2021	09/20/2022	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
	MED EXP (Any one person) \$15,000.00						
	PERSONAL & ADV INJURY \$1,000,000.00						
							GENERAL AGGREGATE \$2,000,000.00
							PRODUCTS - COMP/OP AGG \$2,000,000.00
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions	X		NXT6H5RGRZ-02-GL	09/20/2021	09/20/2022	Each Occurrence: \$25,000.00 Aggregate: \$50,000.00

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

Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Black Hawk PO Box 68 Black Hawk, CO 80422	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: A Resolution approving a specific Community Planning and Development Professional Services Agreement for Independent Painting for the calendar year 2022.

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

MOTION TO APPROVE: *A Resolution Approving a Professional Services Agreement with Independent Painting for Painting Services Associated with the Exterior Paint Program in an Amount not to Exceed \$100,000.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

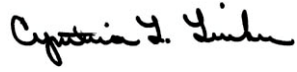
Community Planning and Development use professional services to supplement City staff time, provide an independent perspective, ensure credibility, and serve as a technical advisor to the department. The Professional Services Agreements are a budgeted item and are completed according to the individual Scopes of Work and Proposals. Staff seeks approval for the Independent Painting agreement with an effective date of April 27, 2022, through January 11, 2023. Independent Painting will assist the City with the 2022 Exterior Program, providing all painting services for the 2022 program, including labor, supervision, lead paint safe practices, equipment, tools, supplies, materials, and a one-year warranty for each project. Staff recommends approving the Professional Services Agreement for Independent Painting in an amount not to exceed \$100,000.

<u>Entity</u>	<u>Service</u>	<u>Amount</u>
Independent Painting	Exterior Paint	Not to Exceed \$100,000
<u>AGENDA DATE:</u>		March 23, 2022
<u>WORKSHOP DATE:</u>		N/A
<u>FUNDING SOURCE:</u>		010-1101-4115813 – Residential Paint Program
<u>DEPARTMENT DIRECTOR APPROVAL:</u>		[X]Yes []No
<u>STAFF PERSON RESPONSIBLE:</u>		Cynthia L. Linker, CP&D Director
<u>DOCUMENTS ATTACHED:</u>		Resolution 29-2022 Professional Services Agreement Schedule of Values Insurance Certificate
<u>RECORD:</u>		[]Yes [X]No
<u>CoBH CERTIFICATE OF INSURANCE REQUIRED</u>		[X]Yes []No

CITY ATTORNEY REVIEW:

[X]Yes []N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

RESOLUTION 30-2022
A RESOLUTION
APPROVING A CHANGE
ORDER ON A TIME AND
MATERIALS BASIS WITH
GRAPES AND SONS FOR
STACKING BOULDER
RETAINING WALLS AND
HYDROSEEDING SLOPES
IN THE AMOUNT NOT TO
EXCEED \$134,320.75

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

Resolution No. 30-2022

TITLE: A RESOLUTION APPROVING A CHANGE ORDER ON A TIME AND MATERIALS BASIS WITH GRAPES AND SONS FOR STACKING BOULDER RETAINING WALLS AND HYDROSEEDING SLOPES IN THE AMOUNT NOT TO EXCEED \$134,320.75

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

Section 1. The City Council hereby approves Change Order No. 4 on a time and materials basis to the Agreement with Grapes and Sons for moving fill material and boulders in the additional amount not to exceed \$134,320.75.

RESOLVED AND PASSED this 27th day of April, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of change order No. 4 with Grapes and Sons to stack boulder retaining walls around the Public Works site and hydroseed the new slopes in an amount not to exceed \$134,320.75.

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

MOTION TO APPROVE Resolution 30-2022, a Resolution approving a Change Order on a time and materials basis with Grapes and Sons for stacking boulder retaining walls and hydroseeding slopes in the amount not to exceed \$134,320.75.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Grapes and Sons moved the fill materials and boulders from the old CDOT site on Hwy 119 to the Public Works area and created a new storage yard template. Part of that work included the creation of retaining walls with machine stacked rocks & boulders. The desire is to continue to create these walls all around the fleet facility and the conex storage yard to cover some old scars from the original construction 15+ years ago. The work will also include the hydroseeding of the large south facing slopes created when all this material was brought in and placed.

AGENDA DATE: April 27, 2022

WORKSHOP DATE: April 27, 2022

FUNDING SOURCE: 305-3101-431-75-26

DEPARTMENT DIRECTOR APPROVAL: [x]Yes []No

STAFF PERSON RESPONSIBLE: Tom Isbester

DOCUMENTS ATTACHED: Change order #4

RECORD: []Yes []No

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

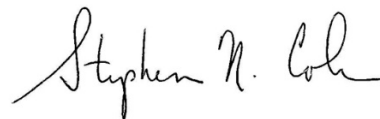
CITY ATTORNEY REVIEW: [X]Yes []N/A

SUBMITTED BY:



Thomas Isbester, Public Works Director

REVIEWED BY:



Stephen N. Cole, City Manager

CITY OF BLACK HAWK

CHANGE ORDER

Change Order No. 4

Date: April 20, 2022

Project: Move Fill Dirt & Boulders from CDOT site
Project No. 22022

Description of Change:

Work includes continuing to stack boulder retaining wall around the fleet shop and storage yard area, and the hydroseeding of the newly created slopes of the new yard and old bone yard.

CONTRACT AMOUNT \$ 0.00

CONTRACT AMOUNT FROM PREVIOUS C. O. \$ 355,700.00

AMOUNT OF THIS CHANGE ORDER \$ 134,320.75

NEW CONTRACT AMOUNT \$ 490,020.75

Additional time added to contract to complete change order: Work will be on a Time and Materials Basis under the 2022 On Call contract with the intent of completing as soon as possible.


Grapes and Sons Excavating

David D. Spellman, Mayor
City of Black Hawk

RESOLUTION 31-2022
A RESOLUTION
APPROVING THE
GENERAL LICENSE
BETWEEN THE CITY OF
BLACK HAWK,
COLORADO AND THE
GREGORY STREET HARD
DISTRICT BUSINESS
MARKETING
ASSOCIATION

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 31-2022

**TITLE: A RESOLUTION APPROVING THE GENERAL LICENSE
BETWEEN THE CITY OF BLACK HAWK, COLORADO
AND THE GREGORY STREET HARD DISTRICT
BUSINESS MARKETING ASSOCIATION**

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

Section 1. The General License by and between the City of Black Hawk and the
Gregory Street Hard District Business Marketing Association, attached hereto as **Exhibit A**, is
hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 27th day of April, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: General License Agreement with the Gregory Street HARD District Business Marketing Association for their use of the Gregory Street Plaza.

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

MOTION TO APPROVE Resolution 31-2022, a Resolution approving the General License between the City of Black Hawk, Colorado and the Gregory Street HARD District Business Marketing Association.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Gregory Street HARD District Business Marketing Association is made up of the business owners within the Gregory Street History Appreciation Recreation Destination (HARD) District. This License Agreement will streamline the approval process for using City-owned Gregory Street Plaza property to the Association and give them the authorization to review and approve any non-Association use of the Plaza, pending final approval from the City of Black Hawk City Manager and/or City Clerk's office.

AGENDA DATE: April 27, 2022

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

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

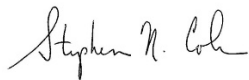
STAFF PERSON RESPONSIBLE: Steve Cole, City Manager

DOCUMENTS ATTACHED: License Agreement

RECORD: [☐]Yes [☒]No

CITY ATTORNEY REVIEW: [☒]Yes [☐]N/A

SUBMITTED BY:



Stephen N. Cole, City Manager

LICENSE TO THE GREGORY STREET HARD DISTRICT BUSINESS MARKETING ASSOCIATION

THIS LICENSE TO THE GREGORY STREET HARD DISTRICT BUSINESS MARKETING ASSOCIATION (the "General License") is made and entered into this ____ day of _____, 2022, by and between the CITY OF BLACK HAWK, Colorado whose address is 201 Selak Street, Black Hawk, Colorado 80422 (the "City") and the GREGORY STREET HARD DISTRICT BUSINESS MARKETING ASSOCIATION, whose address is _____, Black Hawk, Colorado 80422 ("Licensee").

1. **PROPERTY LICENSED.** The property that is licensed for the use in this General License is described in **Exhibit A**, which is attached hereto and incorporated by this reference ("Property Licensed"). The Property Licensed for the use described herein is subject to all easements and rights-of-way of record. In addition, the Licensee is specifically authorized to grant licenses to sub-licensees, subject to the administrative approval of the City Manager of the City of Black Hawk.

2. **RESERVATION FOR COUNCIL USE.** This License is made under and conformable to the provisions of all City of Black Hawk regulations insofar as applicable. Said provisions are incorporated herein and made part hereof by this reference and shall supersede any apparently conflicting provisions otherwise contained in the License. The City reserves the right to make full use of the Property Licensed as may be necessary or convenient in the operation of the public streets and the City retains all rights to operate, maintain, install, repair, remove or relocate any of its facilities located within the Property Licensed at any time and in such a manner as it deems necessary. In the event the City requires the use of the Property Licensed for any City event, or the City requires the Property Licensed in order to conduct any construction activities within any public areas of the Property Licensed, Licensee agrees that such City activities shall have priority over Licensee's use of the Property Licensed.

3. **INSURANCE.** Licensee shall obtain for itself, its agents, successors, assigns, lessees, licensees and agents, necessary and adequate workman's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Property Licensed, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now in effect or as hereinafter amended, and a deductible of not less than one thousand dollars (\$1,000.00). Neither Licensee nor its agents, successors and assigns shall commence any construction, placement, operation or maintenance of the fixture or structure on the Property Licensed until it has obtained all insurance required under this section and shall have filed a certificate of insurance or a certified copy of the insurance policy with the City. Each insurance policy shall list the City as an additional named insured and shall contain a clause providing that coverage shall not be cancelled by the insurance company without thirty (30) days written notice to the City of intention to cancel.

4. **USE.** Licensee covenants and agrees that it shall utilize the Property Licensed for events and other uses consistent with Licensee's purpose, and for no other purpose and not to use the Property Licensed or permit it to be used for purposes prohibited by the laws of the applicable United States, State of Colorado, or any political subdivision thereof.

5. RE-ENTRY. Licensee covenants and agrees to permit the City or its duly authorized representatives to inspect the Property Licensed and to do such other acts and things as it deems necessary for the protection of its interests therein.

6. NOTICE. Any notice required under this License shall be in writing and mailed by regular mail, or provide by hand delivery to the respective parties at the address hereinabove given.

7. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Property Licensed and no water or water rights are granted by this License.

8. PROPERTY LICENSED TAKEN "AS IS." Licensee understands and agrees that the Property Licensed is licensed "as is." The City makes no warranty, written or implied, that the Property Licensed is fit for any purpose or that it meets any federal, state, county or local law, ordinance or regulation applying to the Property Licensed.

9. LIABILITY AND INDEMNIFICATION. The City shall not be liable for any loss, injury, death or damage to any person or personal property which may arise from the use or condition of the Property Licensed including, but not limited to, loss, injury, death, or damage resulting from ice, water, rain, snow, gas, electrical wires, fire, equipment malfunctions, faulty installation, or theft. Licensee hereby expressly agrees, to the extent permitted by law, to defend, indemnify and hold harmless the City, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of Licensee's negligent use of the Property Licensed or Licensee's failure to fulfill the terms and conditions of the License.

10. TERMINATION. This General License may be terminated by the City at any time upon thirty (30) days written notice to Licensee.

11. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Gilpin County, State of Colorado.

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

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC City Clerk

**LICENSEE GREGORY STREET HARD
DISTRICT BUSINESS MARKETING
ASSOCIATION**

By: _____

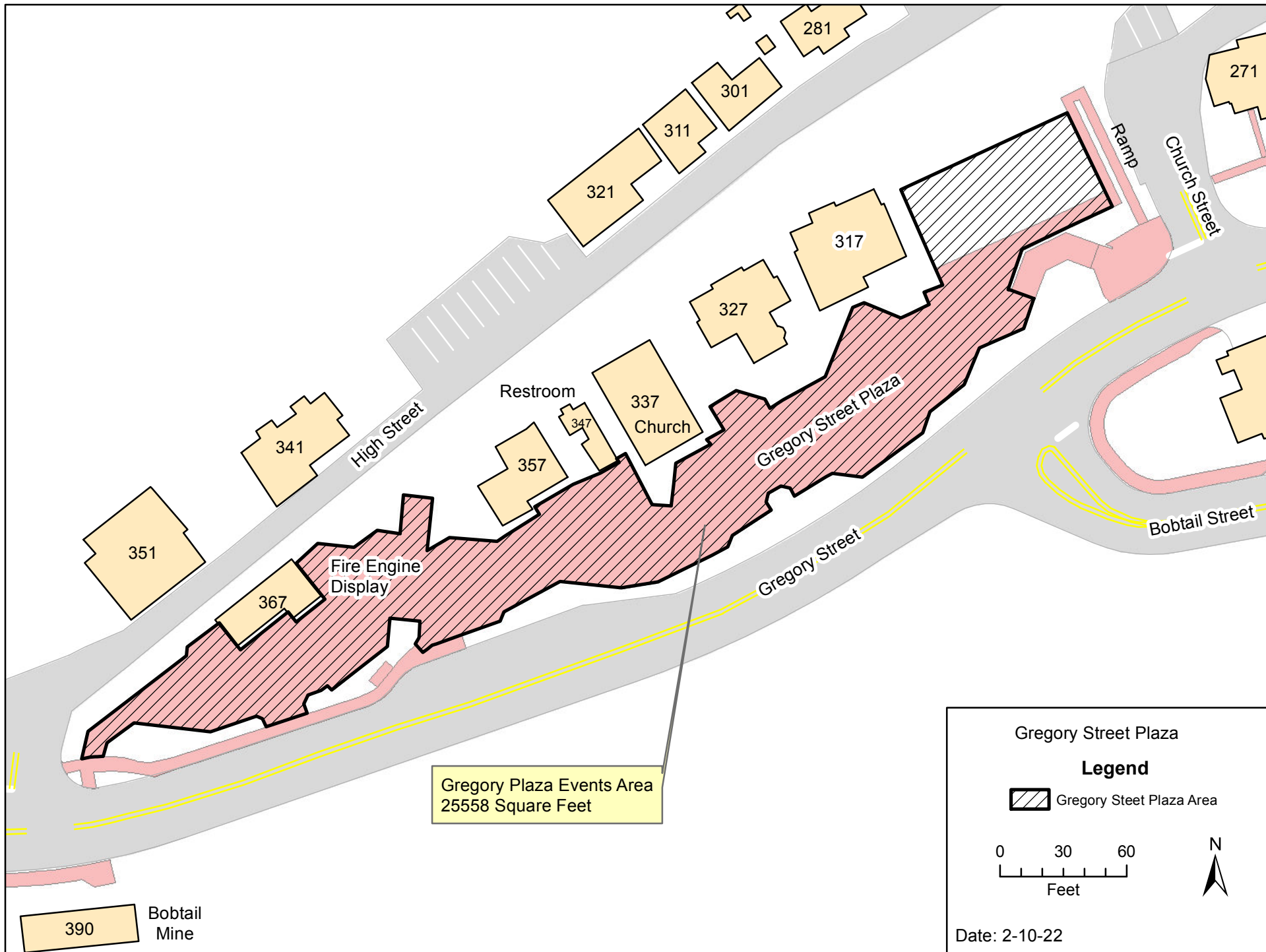
Title

Date

ATTEST:

Title

Date



RESOLUTION 32-2022
A RESOLUTION
APPROVING THE 2022-2023
CONTRACT WITH DELTA
DENTAL IN THE
ESTIMATED AMOUNT OF
\$118,938 FOR GROUP
DENTAL INSURANCE

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

Resolution No. 32-202

**TITLE: A RESOLUTION APPROVING THE 2022-2023 CONTRACT WITH
DELTA DENTAL IN THE ESTIMATED AMOUNT OF \$118,938 FOR
GROUP DENTAL INSURANCE**

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

Section 1. The City Council hereby approves the contract with Delta Dental for
Dental Insurance in the estimated amount of \$118,938.

RESOLVED AND PASSED this 27th day of April 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: 2022-2023 Dental Insurance Proposal

RECOMMENDATION:

Motion to Approve Resolution 32-2022, A Resolution Approving the 2022-2023 Contract with Delta Dental in the Estimated Amount of \$118,938 for Group Dental Insurance

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Delta Dental presented a renewal rate pass for the City's 2022-2023 benefit plan year with no change to the current plan design. The current enrollment population determines the estimated annual cost.

Staff recommends approval of the Delta Dental proposed rate increase. Staff budgeted for a 10% annual increase in the premium.

AGENDA DATE: April 27, 2022

FUNDING SOURCE: Department Specific Group Health Insurance Line Item
(xxx-xxxx-xxx-21-00)

BUDGET WORK SESSION DATE: October 27, 2021

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

RECORD: [] Yes [X] No

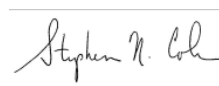
CITY ATTORNEY REVIEW: [] Yes [X] N/A

SUBMITTED BY:



Melissa Greiner
City Clerk/Administrative Services Director

REVIEWED BY:



Stephen N. Cole
City Manager

RESOLUTION 33-2022
A RESOLUTION
APPROVING THE 2022-2023
CONTRACT WITH KAISER
PERMANENTE IN THE
ESTIMATED AMOUNT OF
\$1,004,978 FOR GROUP
HEALTH INSURANCE

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

Resolution No. 33-2022

**TITLE: A RESOLUTION APPROVING THE 2022-2023 CONTRACT WITH
KAISER PERMANENTE IN THE ESTIMATED AMOUNT OF \$1,004,978
FOR GROUP HEALTH INSURANCE**

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

Section 1. The City Council hereby approves the contract with Kaiser Permanente for
Group Health Insurance in the estimated amount of \$1,004,978 for the plan year July 1, 2022 –
June 30, 2023.

RESOLVED AND PASSED this 27th day of April 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: 2022-2023 Health Insurance Proposal

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

Motion to Approve Resolution 33-2022, A Resolution Approving the 2022-2023 Contract with Kaiser Permanente in the Estimated Amount of \$1,004,978 for Group Health Insurance.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Kaiser Permanente (KP) presented a quote for health care coverage for the 2022-2023 plan year with a rate increase of 3.7% with no change to our plan design; however, IMA of Colorado negotiated on our behalf for a rate pass due to an overall decrease in claims and proactive claims management. The City budgets a 15% annual increase for medical coverage. Current population determines the basis of the quote.

Current employer HSA/457 contributions will remain in place for the new plan year. The spousal surcharge/incentive programs will also continue.

AGENDA DATE: April 27, 2022

FUNDING SOURCE: Department Specific Group Health Insurance Line Item (xxx-xxxx-xxx-21-00)

WORKSHOP DATE: October 27, 2021

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

DOCUMENTS ATTACHED: N/A

RECORD: [] Yes [X] No

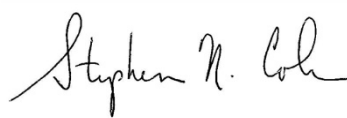
CITY ATTORNEY REVIEW: [] Yes [X] N/A

SUBMITTED BY:



Melissa Greiner, CMC
City Clerk/Administrative Services Director

REVIEWED BY:



Stephen N. Cole
City Manager

RESOLUTION 34-2022
A RESOLUTION
APPROVING THE FIRST
AMENDMENT TO
COMMERCIAL LEASE
WITH JKQ
CONSOLIDATED LLC FOR
THE PROPERTY
LOCATED AT 200
GREGORY STREET,
BLACK HAWK,
COLORADO

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

Resolution No. 34-2022

**TITLE: A RESOLUTION APPROVING THE FIRST AMENDMENT TO
COMMERCIAL LEASE WITH JKQ CONSOLIDATED LLC FOR THE
PROPERTY LOCATED AT 200 GREGORY STREET, BLACK HAWK,
COLORADO**

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 First Amendment to Commercial
Lease with JKQ Consolidated, LLC for the property located at 200 Gregory Street, Black Hawk,
Colorado, attached as **Exhibit A**, and authorizes the Mayor to sign the First Amendment to
Commercial Lease on behalf of the City.

RESOLVED AND PASSED this 27th day of April, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: First Amendment to the Commercial Lease with JKQ Consolidated, LLC for the Property Located at 200 Gregory Street, Black Hawk, Colorado.

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

MOTION TO APPROVE: Resolution 34-2022, A Resolution Approving the First Amendment to Commercial Lease with JKQ Consolidated, LLC for the Property Located at 200 Gregory Street, Black Hawk, Colorado.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The attached First Amendment to the Commercial Lease shifts the financial responsibility for the water service from the tenant to the City. Crook's Palace has been outfitted with a rather large Domestic Water tap and Fire Sprinkler tap relative to the size of the structure. These larger taps create a significant base monthly fee that would be a hardship on the tenants. In an effort to ensure the new tenants are successful, the water fees would be the responsibility of the City.

AGENDA DATE: April 27, 2022

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Commercial Lease

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:

Lance Hillis

Lance Hillis, Finance Director

REVIEWED BY:

Stephen N. Cole

Stephen N. Cole, City Manager

First Amendment to Commercial Lease

This First Amendment to Commercial Lease is made between the City of Black Hawk, herein called the City, and JKQ Consolidated, LLC, herein called the Tenant.

Section 7 of the Original Commercial Lease dated January 26, 2022 is amended to read as follows:

7. **Utilities.** Tenant shall be responsible for the payment of all utilities including sewer, electricity, gas, and any other utilities such as cable/data/internet/satellite service that Tenant may require. Provided however, the City shall provide a credit of an amount not to exceed Six Hundred Dollars (\$600.00) per month commencing April 1, 2022, and terminating on March 31, 2024, solely for the cost of gas and electric service incurred on the Premises. Furthermore, the City will maintain responsibility for the domestic water service during the entire lease term.

Entire Agreement. Except as modified herein, the Original Commercial Lease is in full force and effect and is hereby ratified by the City and the Tenant.

CITY OF BLACK HAWK, COLORADO

ATTEST:

TENANT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

My Commission expires:

Notary Public



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

4/8/2022

David Spellman
Mayor
City of Black Hawk, Colorado

Dear Mayor Spellman:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended December 31, 2020 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

4/8/2022

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Black Hawk** for its annual comprehensive financial report for the fiscal year ended December 31, 2020. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.