



REGULAR MEETING AGENDA

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

May 25, 2022
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. AGENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. PRONOUNCEMENT: 160th Anniversary of the *Weekly Register-Call*
6. PUBLIC COMMENT: *Please limit comments to 5 minutes*
7. APPROVAL OF MINUTES: May 11, 2022
8. PUBLIC HEARINGS:
 - A. CB10, An Ordinance Appointing a Director to the Board of the Black Hawk Business Improvement District
 - B. CB11, An Ordinance Amending Section 10-127 of the Black Hawk Municipal Code Regarding Harassment
 - C. CB12, An Ordinance Approving the Colorado Regional Opioid Intergovernmental Agreement (Region 10 – Clear Creek County, Gilpin County and Jefferson County)
9. ACTION ITEMS:
 - A. Resolution 39-2022, A Resolution Approving Expenditures in the Total Amount Not to Exceed \$78,227.00 for the City's Exterior Paint Program
 - B. Resolution 40-2022, A Resolution Approving a First Amendment to the Professional Services Agreement with Baseline Engineering for the Design of the Public Works Detention Pond and Public Works Storage Yard in the Amount Not to Exceed \$34,555.00
 - C. Resolution 41-2022, A Resolution Approving the Part-Time Job Description for the City of Black Hawk Water Department
 - D. Resolution 42-2022, A Resolution Authorizing the Mayor to Execute a Quitclaim Deed on Behalf of the City to a Newly Registered Elector Qualified to Serve on the Silver Dollar Metropolitan District
10. CITY MANAGER REPORT: Water Manager Job Title Change to Water Resource Engineer
11. CITY ATTORNEY REPORT:
12. EXECUTIVE SESSION:

Executive Session 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).
13. 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

Pronouncement

City of Black Hawk, Colorado

The mining camp, which would eventually become the City of Black Hawk, was established in May of 1859 as part of the Gregory Diggings. The Gregory Diggings was the location of the first lode gold discovery in the Territory of Kansas, which on February 28, 1861, became part of the Territory of Colorado. In June of 1860, William L. Lee, Dr. Frederick H. Judd, and Mylo Lee founded the town of Black Hawk Point. In the Third Session of the Colorado Territorial Legislature, on March 11, 1864, Black Hawk Point was incorporated as the City of Black Hawk, establishing Black Hawk as the second incorporated city in the Territory of Colorado, with Denver being first.

From Black Hawk's inception and through the remaining years of the 19th Century and much of the 20th Century, it was only through newspapers that Black Hawk residents and visitors learned about important issues of the day. And as it has been from the incorporation of the City, it is through newspapers that the City of Black Hawk publishes its Legal Notices, thereby meeting the legal obligation to keep its citizenry informed.

Through newspapers, the triumphs and the setbacks of the City have been reported, and it is through newspapers, the joys and sorrows of the day have been shared with the Black Hawk community.

It is now with due consideration that I, Mayor David D. Spellman, pronounce the following:

WHEREAS, the *Weekly Register-Call* can trace its publication lineage back to the *Tri-Weekly Miner's Register*, first published on July 28, 1862; and,

WHEREAS, the *Weekly Register-Call* is the undisputed oldest newspaper published in Colorado and has been published continuously in Gilpin County, never missing an edition in its 160-year history; and,

WHEREAS, even when there were competing newspapers published in Black Hawk Point or the City of Black Hawk, the *Weekly Register-Call* has diligently reported the news and happenings important to the residents and businesses of Black Hawk; and,

WHEREAS, the *Weekly Register-Call* has played a vital role in the City of Black Hawk's history as a community newspaper, recording events, both large and small, jubilant and mournful, serving as a historical archive of these events; and,

WHEREAS, it is appropriate to recognize and memorialize the *Weekly Register-Call's* significant contribution as the newspaper of record for the City of Black Hawk.

NOW, THEREFORE, I, David D. Spellman, Mayor of the City of Black Hawk, do hereby, on behalf of the Board of Alderman and the residents and businesses of the City of Black Hawk, congratulate the *Weekly Register-Call* on its 160th anniversary and extend our best wishes for the continued success of this venerable Newspaper.



GIVEN, under my hand and the Great Seal of the City of Black Hawk, this 25th day of May, in the year two thousand twenty-two, in the two hundred forty-sixth year of the Independence of the United States.

Mayor David D. Spellman



**City of Black Hawk
City Council**

May 11, 2022

MEETING MINUTES

Water Manager Jim Ford and his wife Nancy each 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, May 11, 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, Fire Chief Woolley, A and B Fire shifts, Finance Director Hillis, Public Works Director Isbester, the majority of the Public Works Department, City Engineer Reed, Water Manager Ford, Community Planning & Development Director Linker, Baseline Consultants Esterl and Rivas, numerous other City employees, and Deputy City Clerk Martin.

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

3. **AGENDA CHANGES:** City Attorney Hoffmann changed the call of the 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) and the specific legal issues were regarding potential legislation.

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

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

Mayor Spellman switched the order of the following two agenda items so the new employees could stick around for some cheesecake.

5. EMPLOYEE

INTRODUCTIONS: Nate Geerdes, Police Officer
Sheyla Romero, Police Officer
Scott Brooks, Firefighter
Steven Roybal, Firefighter
Lindsey Sweeney, Firefighter

Police Chief Moriarty and Fire Chief Woolley introduced each department's new employees and provided their various backgrounds. Each was warmly welcomed.

6. PRESENTATION: Retirement of Water Manager Jim Ford.

Mayor Spellman read Jim's plaque of deep appreciation and long service to the City of Black Hawk. He provided a background on the junior water rights the City had back in the 1970s and all the needed catch-up required. He said there was a great deal of planning, engineering, and foresight for the future of Black Hawk, and Jim was an integral part of that. He said Jim has done a tremendous job and helped position Black Hawk to where it is today. After a round of applause, the meeting paused to devour homemade cheesecakes!

7. PUBLIC COMMENT: Deputy City Clerk Martin noted that no one had signed up to speak.

8. APPROVAL OF
MINUTES: April 27, 2022

**MOTION TO
APPROVE**

Alderman Armbright **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 35-2022, A Resolution Conditionally Approving a Certificate of Architectural Compatibility for an Amendment to the Comprehensive Sign Plan for the Bally's East Casino (Golden Gulch)

- B. Resolution 36-2022, A Resolution Conditionally Approving a Certificate of Architectural Compatibility for an Amendment to the Comprehensive Sign Plan for the Bally's North Casino (Mardi Gras)**
- C. Resolution 37-2022, A Resolution Conditionally Approving a Certificate of Architectural Compatibility for an Amendment to the Comprehensive Sign Plan for the Bally's West Casino (Golden Gates)**

Mayor Spellman combined the agenda items, read the titles, and opened the public hearings.

Baseline Engineering Consultant Rivas went through the combined rebranding presentations, which noted each new Bally's sign's locations and sizes. The applicant and General Manager of the Bally's properties, Brandon Lenssen, was present to answer any questions. He thanked Council for their time in considering this approval, and he was excited about the change.

PUBLIC HEARING:

Mayor Spellman declared Public Hearings on Resolution 35-2022, a Resolution conditionally approving a Certificate of Architectural Compatibility for an amendment to the Comprehensive Sign Plan for the Bally's East Casino (Golden Gulch), Resolution 36-2022, a Resolution conditionally approving a Certificate of Architectural Compatibility for an amendment to the Comprehensive Sign Plan for the Bally's North Casino (Mardi Gras), and Resolution 37-2022, a Resolution conditionally approving a Certificate of Architectural Compatibility for an amendment to the Comprehensive Sign Plan for the Bally's West Casino (Golden Gates) open and invited anyone wanting to address the Board either "for" or "against" the proposed Resolutions to come forward.

Tom Feeney, a City resident, also thanked Council and stated that with the casino rebranding from the last meeting and now this rebranding, the City has two tremendous names in the gaming world right here in Black Hawk; he was excited for the benefits to the City.

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

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 35-2022, a Resolution conditionally approving a Certificate of Architectural Compatibility for an amendment to the Comprehensive Sign Plan for the Bally's East Casino (Golden Gulch), Resolution 36-2022, a Resolution conditionally approving a Certificate of Architectural Compatibility for an amendment to the Comprehensive Sign Plan for the Bally's North Casino (Mardi Gras), and Resolution 37-2022, a Resolution conditionally approving a Certificate of Architectural Compatibility for an amendment to the Comprehensive Sign Plan for the Bally's West Casino (Golden Gates).

MOTION PASSED

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

10. ACTION ITEMS:

A. Resolution 38-2022, A Resolution Approving the License Agreement Between the City of Black Hawk, Colorado and Boulder Mountainbike Alliance

Mayor Spellman read the title.

Deputy City Clerk introduced this item. She said the Clerk's office received a Special Event application from the Boulder Mountainbike Alliance for an E-Mountain bike demo at Hidden Treasure Trailhead planned for June 4, 2022. A license agreement is required since it is City-owned property.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 38-2022, a Resolution approving the License Agreement between the City of Black Hawk, Colorado and Boulder Mountainbike Alliance.

MOTION PASSED

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

Mayor Spellman added that June 4th is also the City's Founder's Day event on the plaza and the grand opening of JKQ BBQ at Crook's Palace, so this event will complement those very nicely.

11. CITY MANAGER REPORT:

City Manager Cole had nothing to report.

12. CITY ATTORNEY REPORT:

City Attorney Hoffmann had nothing to report.

13. EXECUTIVE SESSION:

City Attorney Hoffmann recommended item number 2 and the specific legal issues related to potential legislation.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:37 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 3:45 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 3:45 p.m.

Michele Martin, CMC
Deputy City Clerk

David D. Spellman
Mayor

**COUNCIL BILL 10
ORDINANCE 2022-10
AN ORDINANCE
APPOINTING A
DIRECTOR TO THE
BOARD OF THE BLACK
HAWK BUSINESS
IMPROVEMENT DISTRICT**

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

COUNCIL BILL NUMBER: CB10

ORDINANCE NUMBER: 2022-10

**TITLE: AN ORDINANCE APPOINTING A DIRECTOR TO THE BOARD OF THE
 BLACK HAWK BUSINESS IMPROVEMENT DISTRICT**

WHEREAS, the Black Hawk Business Improvement District (the "BID") was organized by Councilman's Bill Number 26, Ordinance Number 95-8 of the City of Black Hawk on July 26, 1995. Under that Ordinance and subsequent enactments, the Board of Directors of the BID has been appointed by the City Council. All Board members must, by law, be electors of the BID; and

WHEREAS, the BID currently has a vacancy on the Board of Directors that is required to be filled by the City Council.

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

Section 1. Based upon the recommendations provided by owners of taxable property in the BID and other information available to the City, and finding that there is presently a vacancy to be filled on the BID Board, pursuant to Section 31-25-1209(1)(b), C.R.S., the City Council hereby appoints the following elector of the BID to the office of Director of the BID:

Michelle Shriver

and congratulates her on her appointment.

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 25th day of May, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Appointing a Director to the Board of the Black Hawk Business Improvement District

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

MOTION TO APPROVE Council Bill 10, An Ordinance Appointing a Director to the Board of the Black Hawk Business Improvement District.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Black Hawk Business Improvement District (BID) was organized by Ordinance Number 95-8 of the City of Black Hawk on July 26, 1995. Under that Ordinance and subsequent enactments, all Board members must, by law, be electors of the District and shall be appointed by the City Council.

At its meeting on May 17, 2022, the BID confirmed Michelle Shriver, with a unanimous recommendation, as the replacement for Craig Pleva at the Monarch Casino and is requesting City Council appoint Ms. Shriver to the Board of Directors of the BID.

AGENDA DATE: May 25, 2022

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

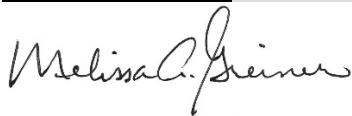
DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ N/A

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

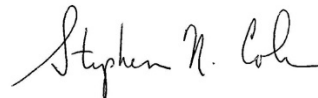
RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



Melissa A. Greiner, CMC
City Clerk



Stephen N. Cole
City Manager

Black Hawk Business Improvement District
P. O. Box 663
Black Hawk, CO 80422
lhailey@centurylink.net
303-585-1726 (cell/text)
303-582-3165

May 17, 2022

Corey Y. Hoffmann Esq.
 Hayes Phillips Hoffmann & Carberry
 1350 17th Street, Suite 450
 Denver, CO 80202

via email

**RE: REPLACEMENT BOARD MEMBER/BLACK HAWK BUSINESS
 IMPROVEMENT DISTRICT**

Dear City Attorney Hoffmann:

The Board of Directors of the Black Hawk Business Improvement District (“BID”) has directed me to request that the City of Black Hawk appoint Michelle Shriver as the designated elector of Monarch Casino to the Board of Directors of the BID. Ms. Shriver is replacing Craig Pleva.

Ms. Shriver is a Colorado Registered voter and was confirmed by the BID Board at their May 17, 2022 Board meeting, receiving the Board’s unanimous recommendation for appointment to the BID Board at the City Council’s earliest opportunity.

If you have any questions, please do not hesitate to contact me.

Thank you,

Black Hawk Business Improvement District

/s/ Lynnette Hailey
 District Manager

Attachments

CC: Thomas George, Esq.
 David D. Spellman, Mayor
 Melissa Greiner, BH City Clerk w/attachments

**COUNCIL BILL 11
ORDINANCE 2022-11
AN ORDINANCE
AMENDING SECTION 10-
127 OF THE BLACK HAWK
MUNICIPAL CODE
REGARDING
HARASSMENT**

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

COUNCIL BILL NUMBER: CB11

ORDINANCE NUMBER: 2022-11

TITLE: AN ORDINANCE AMENDING SECTION 10-127 OF THE BLACK HAWK MUNICIPAL CODE REGARDING HARASSMENT

WHEREAS, the Colorado Supreme Court's recent decision in *People v. Moreno*, 22 CO 15 (2022) modified C.R.S. § 18-9-111(1)(e) by striking language that it found created an impermissible restriction on free speech; and

WHEREAS, Black Hawk Municipal Code § 10-127(a)(4) contains substantially similar language to C.R.S. § 18-9-111(1)(e).

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

Section 1. Section 10-127 of the Black Hawk Municipal Code is amended to read as follows:

Sec. 10-127 – Harassment

- (a) A person commits harassment if, with intent to harass, annoy or alarm another person, he or she:

* * *

- (4) Initiates communication with a person in any medium, anonymously or otherwise, in a manner intended to threaten bodily injury or property damage, or makes any comment, request, suggestion or proposal in any medium which is obscene;

* * *

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 25th day of May, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Request to Amend Section 10-127 of the Black Hawk Municipal Code regarding Harassment

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

MOTION TO APPROVE Council Bill 11, an Ordinance amending Section 10-127 of the Black Hawk Municipal Code regarding harassment.

SUMMARY AND BACKGROUND OF SUBJECT MATTER

The Colorado Supreme Court's recent decision in *People v. Moreno*, 22 CO 15 (2022) modified C.R.S. § 18-9-111(1)(e) by striking language that it found created an impermissible restriction on free speech; and Black Hawk Municipal Code § 10-127(a)(4) contains substantially similar language to C.R.S. § 18-9-111(1)(e).

Therefore, Section 10-127 of the Black Hawk Municipal Code is amended to read as follows:

Sec. 10-127 – Harassment

- (a) A person commits harassment if, with intent to harass, annoy or alarm another person, he or she:

* * *

- (4) Initiates communication with a person in any medium, anonymously or otherwise, in a manner intended to threaten bodily injury or property damage, or makes any comment, request, suggestion or proposal in any medium which is obscene;

* * *

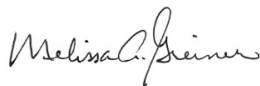
AGENDA DATE: May 25, 2022

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann, City Attorney

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

SUBMITTED BY:

REVIEWED BY:




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

Stephen N. Cole
City Manager

**COUNCIL BILL 12
ORDINANCE 2022-12
AN ORDINANCE
APPROVING THE
COLORADO REGIONAL
OPIOID
INTERGOVERNMENTAL
AGREEMENT (REGION 10
- CLEAR CREEK COUNTY,
GILPIN COUNTY AND
JEFFERSON COUNTY)**

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

COUNCIL BILL NUMBER: CB12

ORDINANCE NUMBER: 2022-12

TITLE: AN ORDINANCE APPROVING THE COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (REGION 10 - CLEAR CREEK COUNTY, GILPIN COUNTY AND JEFFERSON COUNTY)

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

Section 1. The Colorado Regional Opioid Intergovernmental Agreement (Region 10 - Clear Creek County, Gilpin County and Jefferson County), attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

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

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

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

READ, PASSED AND ORDERED POSTED this 25th day of May, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Colorado Regional Opioid Intergovernmental Agreement (Region 10 – Clear Creek County, Gilpin County and Jefferson County)

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

MOTION TO APPROVE Council Bill 12, an Ordinance approving the Colorado Regional Opioid Intergovernmental Agreement (Region 10 – Clear Creek County, Gilpin County and Jefferson County).

SUMMARY AND BACKGROUND OF SUBJECT MATTER


Last fall, the City of Black Hawk executed the Colorado Opioids Settlement Memorandum of Understanding, which set up a number of regions for purposes of opioid abatement. The City of Black Hawk is part of Region 10. Representatives of counties and municipalities in Region 10 have been meeting to organize the region and have created an Intergovernmental Agreement to formalize regional governance. Region members and representatives to the State of Colorado need to be certified to receive abatement funds for the region, which will be available as early as July.

AGENDA DATE: May 25, 2022

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann, City Attorney

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

SUBMITTED BY:



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

REVIEWED BY:



Stephen N. Cole
City Manager

COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT

(Region 10 - Clear Creek County, Gilpin County and Jefferson County)

THIS COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is dated _____, 2022 (the “Effective Date”) and is by and between the County of Jefferson, State of Colorado (“Jefferson County”), County of Clear Creek, State of Colorado (“Clear Creek County”), County of Gilpin, State of Colorado (“Gilpin County”), City of Arvada, City of Black Hawk, Town of Bow Mar, City of Central City, City of Edgewater, Town of Empire, Town of Georgetown, City of Golden, City of Idaho Springs, City of Lakewood, City of Littleton, Town of Morrison, Town of Mountain View, Town of Silver Plume, Town of Superior, City of Westminster, and City of Wheatridge, each individually herein a “Party” and collectively the “Parties” of the “Participating Local Governments.”

RECITALS

A. Communities throughout the state of Colorado are suffering from the epidemic of opioid addiction; this epidemic has not only affected individuals and families across the state, but it has also burdened the local and state governments charged with providing the services needed to address the wave of addiction.

B. Local and state governments across the nation, including in Colorado, have filed lawsuits against opioid manufacturers, distributors, and pharmacies for creating the opioid epidemic.

C. The State of Colorado and numerous local governments within the State of Colorado, each a “Participating Local Government,” executed the Colorado Opioids Summary Memorandum of Understanding in 2021 (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado as settlements of the nationwide lawsuits are completed.

D. This Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU, and all Opioid Funds, regardless of allocation, shall be used for Approved Purposes as identified in the Colorado MOU.

E. In accordance with the Colorado MOU, Participating Local Governments shall organize themselves into “Regions,” as further depicted in Exhibit E to the Colorado MOU (the “Colorado Regions”).

F. Clear Creek County, Gilpin County and Jefferson County constitute one of the regions established by the Colorado MOU (the “Region” or “Region 10”).

G. Regions within the State of Colorado are eligible for a direct allocation of Opioid Funds through a Regional Share as detailed in the Colorado MOU.

H. The Colorado MOU also establishes the procedures by which each Colorado Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation.

I. The procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council to manage the Opioid Funds.

J. The undersigned Participating Local Governments desire to enter into this Agreement and to detail the procedures for the Parties to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS.** The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of this Agreement.
2. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in this Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU which are incorporated herein by reference. Unless the context clearly requires a distinction between this Agreement and the Colorado MOU, all references to “Agreement” shall include the Colorado MOU.
3. **TERM.** The Agreement will commence on the effective date of the Colorado MOU which is anticipated to be on or about January 2, 2022, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement.
4. **REGIONAL COUNCIL.**

4.1. Purpose. In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Parties, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region’s Share of Opioid Funds is administered. The purpose of this Agreement is to establish the Regional Council for Region 10 and to detail the Agreement of the Parties surrounding its operation. A local government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.

4.2. Duties. The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of Region 10 and following the procedures outlined in the

Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing two-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

4.3. Membership. The Parties agree that the Region 10 Regional Council shall consist of three (3) County Members, three (3) rotating City Members, three (3) public health representatives, three (3) human service department representatives, three (3) law enforcement representative and one (1) court system representative along with the non-voting members all as more particularly described below shall be referred to herein as the “Regional Council Members” or “Regional Council.” **Note: All voting members of the Regional Council MUST be an employee of one of the Participating Local Governments as set forth in the Colorado MOU or governmental representatives or elected officials as set forth in the Colorado Attorney General’s Interpretation of Section F5(a) of the Colorado Opioids Settlement Memorandum of Understanding dated January 18, 2022, or such other interpretations as may be issued by the Colorado Attorney General’s Office from time to time.** The Parties may interpret this Agreement such that it is consistent with opinions or positions of the Office of the Colorado Attorney General without revisions to the Agreement.

4.3.1. County Voting Members.

4.3.1.1. County Voting Member Designation. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) County Voting Member to the Regional Council (collectively, the “County Members” or the “County Voting Members”). The County Voting Member for each county may be a current elected County Commissioner or a senior member of staff with decision making authority for such Participating Local Government at such Parties’ discretion, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

4.3.1.2. Alternate County Voting Member. Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated County Voting Member described above (the “Alternate County Voting Member”).

4.3.1.3. County Voting Member Term. There shall be no restriction on the term of a County Voting Member or Alternate County Voting Member. Each county shall appoint such County Voting Member and Alternate County Voting Member as such jurisdiction sees fit who shall serve until a successor is duly appointed as established by such county’s policies and procedures. Any changes in the County Voting Member or

Alternate County Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.1.4. County Voting Member Removal. A county may, in its sole discretion, remove its appointed County Voting Member or Alternate County Voting Member from the Regional Council at any time and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

4.3.2. City Voting Members.

4.3.2.1. City Voting Member Designation. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) city, town or municipality voting member to the Regional Council (collectively, the “City Voting Members”) from among the cities, towns or municipalities that are Participating Local Governments within each jurisdiction. The City Voting Member for each jurisdiction may be an elected official, city/town manager or a senior member of city/town staff with decision making authority for such Participating Local Government, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

4.3.2.2. Alternate City Voting Member. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall also appoint one alternate representative to serve on the Regional Council in the absence of the designated City Voting Member described above (the “Alternate City Voting Member”). For simplicity with the rotating the City Voting Members, the parties should select an Alternate City Voting Member from the same Participating Local Government as the City Voting Member; provided however, the Alternate City Voting Member does not have to be from the same Participating Local Government.

4.3.2.3. City Voting Member Term. Any City Voting Member shall serve a term of two (2) years from the date of appointment. It is the intent of the Parties that the City Voting Members shall be a rotating member and a new city, town or municipality within each county shall be designated every two years; however, if no city, town or municipality member of the Participating Local Governments volunteers or desires to be on the Regional Council, there is no requirement that the City Voting Member rotate and each county shall appoint the City Voting Member they deem most appropriate for the position. Any changes in the City

Voting Member or Alternate City Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.2.4. Removal. Each county may remove its designated City Voting Member at any time. If so removed, the county shall appoint a replacement representative to fill the remainder of the removed City Voting Member's term. Fulfilling an incomplete term is not considered part of the two-year term. Written notice of the removal and election should be provided to the Regional Fiscal Agent and the Regional Fiscal Agent will assist with the election process.

4.3.3. Public Health Voting Members.

4.3.3.1. Public Health Voting Member Designation. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) Public Health Voting Member to the Regional Council (collectively, the "Public Health Voting Members") from among the Participating Local Governments within each jurisdiction. The Public Health Voting Member for each county should be a member of the public health department staff with decision making authority for such Participating Local Government with relevant public health experience, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

4.3.3.2. Alternate Public Health Voting Member. Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated Public Health Voting Member described above (the "Alternate Public Health Voting Member"). The Alternate Public Health Voting Member shall be a member of the public health department staff of the Participating Local Government, and shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

4.3.3.3. Public Health Voting Member Term. There shall be no restriction on the term of a Public Health Voting Member or Alternate Public Health Voting Member. Any changes in the Public Health Voting Member or Alternate Public Health Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.3.4. Public Health Voting Member Removal. A county may, in its sole discretion, remove its appointed Public Health Voting Member or Alternate Public Health Voting Member from the Regional Council at any time and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

4.3.4. Human Services Voting Members.

4.3.4.1. Human Services Voting Member Designation. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) Human Services Voting Member to the Regional Council (collectively, the “Human Services Voting Members”) from among the Participating Local Governments within each jurisdiction. The Human Services Voting Member for each county should be a city/town/county manager or a senior member of staff within the human services department with decision making authority for such Participating Local Government with relevant human services experience, and shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

4.3.4.2. Alternate Human Services Voting Member. Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated Human Services Voting Member described above (the “Alternate Human Services Voting Member”). The Alternate Human Services Voting Member shall be a member of the human services department of the Participating Local Government, and shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

4.3.4.3. Human Services Voting Member Term. There shall be no restriction on the term of a Human Services Voting Member or Alternate Human Services Voting Member. Any changes in the Human Services Voting Member or Alternate Human Services Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.4.4. Human Services Voting Member Removal. A county may, in its sole discretion, remove its appointed Human Services Voting Member or Alternate Human Services Voting Member from the Regional Council at any time and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

4.3.5. Law Enforcement Voting Member.

4.3.5.1. Law Enforcement Voting Member Designation. Each of the three counties in the Region, Clear Creek County, Gilpin County and Jefferson County, shall appoint one (1) Law Enforcement Voting Member to the Regional Council (collectively, the “Law Enforcement Voting Members”) from among the Participating Local Governments experience within each jurisdiction. The Law Enforcement Voting Member may be an

elected official, city/town/county manager or a senior member of staff with decision making authority for such Participating Local Government with relevant law enforcement experience and may include the sheriff, police, district attorney or other law enforcement officials consistent with the Colorado MOU and the Colorado Attorney General's interpretation of the Colorado MOU as stated in Section 4.3 above. Such party shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. Each county shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent as described below.

4.3.5.2. Alternate Law Enforcement Voting Member. Each county shall be entitled to appoint one alternate representative to serve on the Regional Council in the absence of the designated Law Enforcement Voting Member described above (the "Alternate Law Enforcement Voting Member"). The Alternate Law Enforcement Voting Member shall be an employee of a Participating Local Government or governmental representative consistent with the terms of the Colorado MOU, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

4.3.5.3. Law Enforcement Voting Member Term. Any Law Enforcement Voting Members shall serve a term of two (2) years from the date of appointment. It is the intent of the Parties that the Law Enforcement Voting Member shall be a rotating member and a new representative within each county shall be designated every two years; however, if no law enforcement members of Participating Local Governments volunteer or desire to be on the Regional Council, there is no requirement that the Law Enforcement Voting Member rotate and each county shall appoint the Law Enforcement Voting Member they deem most appropriate for the position. Any changes in the Law Enforcement Voting Member or Alternate Law Enforcement Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.6. Court System Voting Member.

4.3.6.1. Court System Voting Member Designation. Each of the then acting County Members shall nominate an individual, as provided in this Section 4.3.6, from the courts system within each county to act as the "Court System Voting Member." The Court System Voting Member may include the judges, magistrates, or other court system officials; provided, that, such voting member must be an employee of a Participating Local Government or a governmental representative as required by the Colorado MOU and the Colorado Attorney General's interpretation of the Colorado MOU as stated in Section 4.3 above. The party shall be qualified, willing, and able to assume and perform the duties and responsibilities required of

the appointment. The current County Members shall unanimously approve the appointment of the Court System Voting Member as provided in this Section 4.3.6. The County Members shall provide information of its appointment of the Court System Voting Member to the Regional Fiscal Agent as described below.

4.3.6.2. Alternate Court System Voting Member. The County Members shall be entitled to nominate and appoint one alternate representative to serve on the Regional Council in the absence of the designated County System Voting Member described above (the “Alternate Court System Voting Member”). The Alternate Court System Voting Member shall be an employee of a Participating Local Government or a governmental representative as required by the Colorado MOU and the Colorado Attorney General’s interpretation of the Colorado MOU as stated in Section 4.3 above, and be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment.

4.3.6.3. Court System Voting Member Term and Voting. Any Court System Voting Members shall serve a term of two (2) years from the date of appointment or until a successor is duly elected. The County Members shall vote every two years to determine whether the Court System Voting Member shall continue as appointed or if the parties desire to appoint a different representative to the position. All of the County Members shall agree upon any appointment to the Court System Voting Member. Any changes in the Court System Voting Member or Alternate Court System Voting Member shall be communicated promptly to the Regional Fiscal Agent.

4.3.6.4. Court System Voting Member Removal. The County Members may, in their sole discretion, remove their appointed Court System Voting Member or Alternate Court System Voting Member from the Regional Council at any time by a unanimous vote and appoint a successor thereto by providing written notice to the Regional Fiscal Agent.

4.3.7. Non-Voting Members. Non-voting members shall serve in an advisory capacity to the Regional Council. Any non-voting members shall be appointed by the Voting Members of the Regional Council as provided herein (“Non-Voting Members”) and shall be comprised of the following:

- Representatives from behavioral health providers;
- Representatives from health care providers;
- Recovery/treatment experts;
- Other Participating Local Government representatives;
- A representative from the Attorney General’s Office; and
- Community representative(s), preferably those with lived experience with the opioid crisis.

Non-Voting Members will be provided an opportunity to participate in the Regional Council as set forth herein without executing this Agreement or any amendment thereto. The Regional Council will use reasonable efforts to avoid appointing providers who receive, or may receive, Opioid Funds as Non-Voting Members; however, if a provider does receive Opioid Funds and participates as a Non-Voting Member such conflict of interest shall be disclosed at *each* meeting. Further the Regional Council will use reasonable efforts to maintain a diversity and equitable distribution of Non-Voting Members from across all three jurisdictions which reflects the populations and composition of the counties within the Region. For purposes of this Agreement, there may be some non-discretionary Non-Voting Members and some discretionary Non-Voting Members as defined below.

4.3.7.1. Discretionary Non-Voting Members.

4.3.7.1.1. Discretionary Non-Voting Members

Designation. The Voting Members of the Regional Council shall nominate potential parties to serve as advisors to the Regional Council. The party shall be qualified, willing, and able to assume and perform the duties and responsibilities required of the appointment. The parties shall confirm a nominee's willingness to participate on the Regional Council and at a regularly called meeting of the Regional Council vote on the appointment of the Discretionary Non-Voting Members. The selected Discretionary Non-Voting Members shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent.

4.3.7.1.2. Discretionary Non-Voting Member Term. Any Discretionary Non-Voting Members shall serve a term of two (2) years from the date of election or until a successor is duly elected. Discretionary Non-Voting Member shall serve at the pleasure of the Regional Council and there is no limit on the number of terms that a Discretionary Non-Voting Member may serve. Any changes in the Discretionary Non-Voting Member status shall be communicated promptly to the Regional Fiscal Agent.

4.3.7.1.3. Removal. The Voting Members of the Regional Council may, by super majority approval, remove a Discretionary Non-Voting Member at any time.

4.3.7.2. Non-Discretionary Non-Voting Members.

4.3.7.2.1. Non-Discretionary Non-Voting Members

Designation. In order to provide an incentive for additional parties to enter into the Colorado MOU and join the nationwide settlements, it may be necessary to appoint Non-Discretionary

Non-Voting Members to the Regional Council. If a school district of any size or a fire district covering a population of 25,000 or greater within the Region executes the Colorado MOU and provides notice to the Regional Council of such party's desire to exercise their rights to a Non-Discretionary Non-Voting Membership on the Regional Council, then the County Member from the county in which such party is organized shall appoint a representative from such school district or fire district as a Non-Discretionary Non-Voting Member to the Regional Council. The other Members of the Regional Council shall not object to the appointment of Non-Discretionary Non-Voting Members so long as such entity has executed the Colorado MOU and the nationwide settlements as required by Participating Local Governments. The selected Non-Discretionary Non-Voting Members shall provide written notice of the name and contact information of its appointment to the Regional Fiscal Agent.

4.3.7.2.2. Non-Discretionary Non-Voting Member Term.

Any Non-Discretionary Non-Voting Members shall serve until a successor is duly appointed. Non-Discretionary Non-Voting Member shall serve at the pleasure of the underlying school district or large fire district provided that the County Member shall make the formal appointment to the Regional Council after consultation with such school district or large fire district, and there is no limit on the number of terms that a Non-Discretionary Non-Voting Member may serve. Any changes in the Non-Discretionary Non-Voting Member status shall be communicated promptly to the Regional Fiscal Agent.

4.3.7.2.3. Removal. The County Members of the Regional Council may, by super majority approval, remove a Non-Voting Member at any time and the underlying school district or large fire district will be required to nominate a different individual for appointment as a Non-Discretionary Non-Voting Member.

4.3.8. Regional Council Member Commitments. Regional Council Voting Members and Non-Voting Members are expected to attend all regular and special meetings of the Regional Council unless formally excused from the meeting. If a Member does not attend at least 75%, excluding excused absences, of the duly called meetings of the Regional Council in a calendar year, such Member, Voting or Non-Voting, may be removed and each county, the County Members, or the Regional Council, as applicable, may appoint a new Voting or Alternate Voting Member to the position who can meet the above commitments.

4.4. Powers and Governance. Except as otherwise provided herein, the Regional Council, acting by and through the Voting Members, shall possess all of the powers, privileges, and duties set forth in the Bylaws. The Bylaws as attached hereto as Exhibit A shall be the official Bylaws of the Regional Council as of the Effective Date until such time as the Bylaws are amended as provided therein. Any governing documents must be consistent with the other provisions in this Agreement and the Colorado MOU.

4.5. Authority. The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority, it may seek guidance from the legal counsel of the Regional Council's Fiscal Agent at the time the issue arises; provided, that, if there is a conflict among the parties, legal counsel for the Regional Council's Fiscal Agent may recommend separate legal counsel for the parties.

4.6. Collaboration. The Regional Council shall facilitate collaboration between the Colorado Attorney's General's Office, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

4.7. Transparency. The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

4.8. Conflicts of Interest and Ethics. Members of the Regional Council shall abide by the ethics laws and conflict-of-interest rules applicable to local government officials under local and state law.

4.9. Decision Making. The Regional Council shall seek to make all decisions by consensus. In making decisions the Regional Council shall consider equity, which includes division of Opioid Funds in accordance with both populations of each county geographic region, the degree of impact of the opioid crisis in each geographic region, and economies of scale that may be achieved by consolidating resources. In the event consensus cannot be achieved, the Regional Council shall make decisions by a super majority vote of its Voting Members. For purposes of this Agreement, super majority vote shall have the meaning set forth in the Bylaws.

4.10. Compensation. Members of the Regional Council shall not receive compensation for their services. Individual Participating Local Governments may provide for reimbursement of a participant's reasonable and necessary expenses incurred on behalf of, and authorized by, the Regional Council to the extent permitted by law.

5. REGIONAL FISCAL AGENT.

5.1. Purpose. According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid Funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

5.2. Designation. The Parties to this Agreement hereby designate Jefferson County as the fiscal agent for the Region (the "Regional Fiscal Agent").

5.3. Duties. Jefferson County, as the Regional Fiscal Agent, shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Regional Fiscal Agent shall perform certain recordkeeping duties outlined below.

5.3.1. Opioid Funds. The Regional Fiscal Agent shall receive all Opioid Funds as distributed by the Abatement Council. The Opioid Funds shall be segregated from other funds held by the Regional Fiscal Agent, which may be accomplished by creating a separate fund or account to hold the proceeds or as otherwise required by the Colorado MOU. Upon direction by the Regional Council, the Regional Fiscal Agent shall make any such Opioid Funds available to the Regional Council or their authorized designees. At this time, the LG shares will not be pooled and shall remain separate or as directed by each Participating Local Government in accordance with the terms of the Colorado MOU. Any individual Participating Local Government may elect to include its LG shares with the Regional Council's Opioid Funds by making such election to the Regional Fiscal Agent and notifying the Abatement Council as necessary. Such election to pool its LG shares shall be applicable until such election is withdrawn by written notice to the Regional Fiscal Agent and the Abatement Council. Once LG shares are pooled with the Opioid Funds for the Region, they will not be separated and will be distributed constituent with the direction of the Regional Council as with all of the Opioid Funds. Notices to withdraw the pooling election will only be applicable for funds received after the withdrawal notice has been submitted and will not be retroactive.

5.3.2. Reporting. On an annual basis, as determined by the Abatement Council, the Regional Fiscal Agent shall provide to the Abatement Council with the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its two-year plan.

5.3.3. Recordkeeping. The Regional Fiscal Agent shall maintain necessary records with regard to the Regional Council's meetings, decisions, plans, and expenditure data.

5.4. Authority. The Regional Fiscal Agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional Fiscal Agent.

5.5. Principal Office. The principal office of the Regional Council shall be the Regional Fiscal Agent's address at the Jefferson County Finance Office, 100 Jefferson County Parkway, Suite 4550 Golden, CO 80419. Written notice of any change in the location of the Regional Council's principal office shall be provided in advance to all of the Participating Local Governments and the Abatement Council.

6. REGIONAL TWO-YEAR PLAN.

6.1. Requirements. In accordance with the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a two-year plan identifying the Approved Purposes for which the requested funds will be used.

6.2. Development of Two-Year Plan. In developing a two-year plan, the Regional Council shall solicit recommendations and information from all Parties and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a two-year plan.

6.3. Amendment. At any point, a Regional Council's two-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

7. ABATEMENT COUNCIL REGIONAL SHARE AMOUNT. If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.

8. LIABILITY AND GOVERNMENTAL IMMUNITY.

8.1. Liability of Participating Local Governments. The Regional Council shall be responsible for directing the actions within the Region. The liability of the Regional Council is limited to the available funds of the Regional Share. The Parties acknowledge and agree that the Participating Local Governments, rather than the Regional Council, shall be the parties contracting for services for Approved Purposes pursuant to the then-current two-year plan. The Regional Council will provide the funding for the Approved Purposes and direct that funding to the appropriate Participating Local Government for implementation. For purposes of clarity, the Regional Council described herein shall not constitute a separate legal entity.

8.2. Indemnification. To the extent permitted by law, each Participating Local Government and each Non-Voting Member entity shall defend and indemnify its Members, officers, and agents in connection with any claim or actual or threatened suit, action, proceeding in which such Member may be involved in its official capacity by reason of being or having been such a Member, officer, or agent, or by reason of any action or omission by such Member or participant of the Regional Council, and shall pay any judgment resulting therefrom. Such indemnification and duty to defend shall be further subject to and limited by the resources of the Participating Local Government or Non-Voting Member entity available for such purposes, including available insurance coverage. Each Parties' obligations to defend and indemnify its Members, officers, and employees shall be in accordance with and subject to the limitations of the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S.

8.3. Insurance. Each Participating Local Government shall maintain insurance or self-insure with respect to its affairs and employees against such casualties and contingencies of such types and in such amounts as such Party may determine from time to time, in its discretion.

8.4. Governmental Immunities.

8.4.1. The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by any Party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

8.4.2. The Parties agree that in the event any claim or suit is brought against any Parties by any third party as a result of the operation of this Agreement, all Parties will cooperate with each other, and with the insuring entities of all applicable Parties, in defending such claim or suit.

9. TERMINATION. The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the other Parties.

10. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Colorado. Venue and jurisdiction for any dispute arising hereunder shall lie with the District Court of Jefferson County.

11. NOTICES. The contact information for each Party's notice representative is designated on the signature page and such person shall be the point of contact for coordination with respect to this Agreement. "Key Notices" under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly

reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the address as indicated on the signature page for the Participating Local Government.

12. INFORMATIONAL OBLIGATIONS. Each Party hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

13. GENERAL TERMS AND CONDITIONS

13.1. Independent Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

13.2. Assignment. This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.

13.3. Integration and Amendment. This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by a super majority (75%) of the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.

13.4. No Construction Against Drafting Party. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

13.5. 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.

13.6. Statutes, Regulations, and Other Authority. Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

13.7. Compliance with the Laws. The Parties shall observe and comply with all applicable laws, including but not limited to federal, state, and local laws, regulations, rules, or ordinances that affect those employed or engaged by it with respect to this Agreement.

13.8. Conflict of Interest. No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

13.9. Inurement. The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

13.10. Survival. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

13.11. Waiver of Rights and Remedies. This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

13.12. No Third-Party Beneficiaries. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

13.13. Records Retention. The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the requesting Parties upon request.

13.14. Execution by Counterparts; Electronic Signatures and Records. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

13.15. Authority to Execute. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written, the Effective Date of this Agreement.

CLEAR CREEK COUNTY, COLORADO

By: _____

Sean C. Wood, Chairman
Board of County Commissioners

Approved as to Form:

ATTEST:

County Attorney

Clerk to the Board

Notice Contact Information:

Clear Creek County
Attn: Brian D. Bosshardt, County Manager
PO Box 2000
Georgetown, CO 80444
Phone: 303-679-2490
Email: bbosshardt@clearcreekcounty.us

With a copy to:

Peter A. Lichtman, County Attorney
PO Box 2000
Georgetown, CO 80444
Phone: 303-679-2454
Email: plichtman@clearcreekcounty.us

GILPIN COUNTY, COLORADO

By and through its Board of County Commissioners

By: _____
Sandy Hollingsworth, Chair
Board of County Commissioners

Approved as to Form:

ATTEST:

County Attorney

Clerk to the Board

Notice Contact Information:

Gilpin County
Attn: Ray Rears, County Manager
PO Box 366 (Mail)
203 Eureka St. (Delivery)
Gilpin County, CO 80427
Phone: 303-582-5214 ext. 2600
Email: rrears@gilpincounty.org

With a copy to:

Bradford R. Benning, County Attorney
PO Box 366 (Mail)
203 Eureka St. (Delivery)
Gilpin County, CO 80427
Phone: 303-515-4377
Email: rrears@gilpincounty.org

COUNTY OF JEFFERSON

By: _____
Lesley Dahlkemper, Chair
Board of County Commissioners

Notice Contact Information:

Jefferson County
Attn: Board of County Commissioners
100 Jefferson County Parkway, Suite 5000
Golden, CO 80419
Phone: (303) 271-8525
Email: commish@jeffco.us

with copy to:

Jefferson County Attorney's Office
100 Jefferson County Parkway, Suite 5500
Golden, CO 80419
Phone: (303) 271- 8900
Email: CAOcontracts@jeffco.us

Approved as to Form:

County Attorney

CITY OF _____

By: _____

Its: _____

Notice Contact Information:

_____ City

Attn:

Mailing Address:

Phone:

Email:

Approved as to Form:

City Attorney

Exhibit A

Bylaws of Regional Council – Region 10

(See attached)

BYLAWS OF THE REGION 10 – OPIOID REGIONAL COUNCIL

ARTICLE I PURPOSE

1.1 Purpose. In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Participating Local Governments, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region’s Share of Opioid Funds are administered. The Participating Local Governments entered into a Colorado Regional Intergovernmental Agreement dated ____, 2022 (the “Agreement”), to establish the Regional Council for Region 10 and to detail the Agreement of the Parties surrounding its operation. The purposes of these bylaws is to further detail the operation of the Regional Council in accordance with the terms of the Agreement and the Colorado MOU. Capitalized terms not otherwise set forth herein shall have the meaning ascribed to them in the Agreement.

ARTICLE II OFFICES

2.1 Principal Office. The principal office of the Regional Council shall be located at the Jefferson County Board of County Commissioner’s Office, 100 Jefferson County Parkway, Suite 5000, CO 80419. Written notice of any change in the location of the Regional Council’s principal office shall be provided in advance to all Participating Local Governments as set forth in the Agreement.

ARTICLE III REGIONAL COUNCIL MEMBERSHIP

3.1 Regional Council Membership. The Participating Local Governments as set forth in the Agreement shall select the composition of the Regional Council as set forth in the Agreement.

ARTICLE IV OFFICERS

4.1 Presiding Officers. At the first Regional Council meeting of each calendar year, or such other date as mutually agreed upon by the Regional Council, the Regional Council shall elect by a Majority Vote (as defined in Section 7.2 below) from the Regional Council Voting Members a Chair and Vice-Chair who shall be the presiding officers at Regional Council meetings (the “**Presiding Officer(s)**”). Only those persons who have signified their consent to serve if elected may be nominated or elected to hold office. If the Chair or Vice-Chair elects not to preside over a meeting or particular matter, a Majority Vote of the Regional Council present shall then elect a temporary chair who shall be the Presiding Officer for that particular meeting or particular matter only, as the case may be.

4.2 Term. The term of office for the Presiding Officers is one (1) year from the date of election; however, no Presiding Officer shall serve more than four (4) consecutive one-year terms. Each Presiding Officer shall hold office until their successor is duly elected or until such Presiding Officer's death, incapacity, resignation, or removal.

4.3 Resignation and Removal. A Presiding Officer may resign at any time by giving written notice to the Regional Council and the Regional Fiscal Agent and it shall be effective as of the date stated in the resignation. Any Presiding Officer may be removed with or without cause at any meeting of the Regional Council by Super Majority Vote (as defined in Section 7.2 below) of the Regional Council, provided that the agenda for such meeting lists officer removal as an agenda item. Resignation or removal shall terminate all authority of the officer. An officer of the Regional Council may be removed from the Regional Council for cause. "Cause" is defined to include failure to fully disclose conflicts of interest, misuse of confidential information, missing three consecutive Regional Council meetings, obstructive and other behavior not furthering the Regional Council's purpose, or upon removal from the Regional Council by the appropriate appointing organization.

4.4 Presiding Officer Vacancies. If the office of Chair should become vacant during the term of office, the Vice-Chair shall assume the duties of Chair. Should the office of Vice-Chair become vacant, a special election shall be held as soon as possible following the announcement of the vacancy. Nominations from the floor by members of the Regional Council during the election meeting shall be permissible.

4.5 Authority and Duties of the Chair and Vice-Chair. It shall be the responsibility of the Chair to preside at all meetings of the Regional Council, execute documents of behalf of the Regional Council, ensure that all orders and resolutions of the Regional Council are carried into effect, make appointments to committees, and be the primary liaison between the Regional Council and the Regional Fiscal Agent. The Vice-Chair shall perform the duties of the Chair during the Chair's absence. The Presiding Officers of the Regional Council shall have the authority and exercise the powers and perform the duties as specified herein and as may be additionally specified by the Regional Council, or these Bylaws, and as may be required by law.

4.6 Duties of the Secretary. The Regional Council intends to hire a third-party consultant to perform the duties generally handled by a secretary.

4.7 Regional Fiscal Agent. Jefferson County shall be the fiscal agent for the Regional Council which shall include, but is not limited to, keeping full and accurate accounts of all receipts and disbursements of the Regional Council, depositing all moneys as may be designated by the Regional Council, disbursing the Opioid Funds as ordered by the Regional Council, preparing and recommending a two-year operating budget to the Regional Council by such date as established by the Regional Council consistent with the then-current two-year plan adopted by the Regional Council, and performing all other duties as may from time to time be assigned by the Regional Council or as may be required by these Bylaws or the Regional Council.

ARTICLE V

WRITTEN INSTRUMENTS AND CHECKS

5.1 Written Instruments. The Regional Council may authorize any officer(s) or agent(s) to deliver any instrument in the name of and on behalf of the Regional Council or instructions for the disbursement of funds from a QFS account in accordance with the Colorado MOU, and such authority may be general or confined to specific instances. The Chair, and Vice-Chair in the absence of the Chair, shall have general authority to execute actions in the name of the Regional Council, provided such item was properly approved by the Regional Council and with the understanding that the Regional Council is not a separate legal entity.

5.2 Checks. All checks or demands for money and notes of the Regional Council shall be signed by two (2) officers or such other person or persons as the Regional Council may from time to time designate.

ARTICLE VI

MEETINGS

6.1 Regular Meetings. Regular meetings of the Regional Council shall be held quarterly or at such other regular intervals and at such time and place as determined by the Regional Council. The Regional Council may provide by resolution the time and place within the State of Colorado for the holding of regular meetings. In the absence of any such meeting designation, meetings shall be held at the principal office of the Regional Council.

6.2 Special Meetings. Special meetings of the Regional Council for any purpose(s) may be called at any time by the Chair, by formal resolution of the Regional Council, or informally by an electronic mail notification to the Regional Council Voting Members so long as a quorum of the Voting Members consent to the time of the special meeting.

6.3 Electronic/Virtual Meetings. Members of the Regional Council or any committee thereof may participate in a meeting of the Regional Council or committee by means of telephone conference, electronic meeting platform such as Zoom, WebEx or Teams, or similar communications equipment by which all persons participating in the meeting can hear one another at the same time. Such participation shall constitute presence in person at the meeting, no matter where such person is actually located. The Regional Council shall use best efforts to refrain from holding any meetings solely via electronic mail, although such meetings shall be permitted if the Colorado Open Meetings Laws are followed with respect to such meeting.

6.4 Notice of Meetings. Notice to the public of any regular and special meetings of the Regional Council shall be posted as required by the Colorado Open Meetings Law. The Regional Council shall, annually at its first regular meeting of the calendar year, designate a public place for the posting of Regional Council notices in accordance with C.R.S. 24-6-402(2)(c).

Notice of regular Regional Council meetings shall be personally delivered or sent by first class mail, postage prepaid, facsimile, telephone, e-mail, or other electronic communication to

each Regional Council Member at the member's address as shown on the records of the Regional Council as soon as reasonably practicable prior to each regular meeting. Notice of special Regional Council meetings shall be given to each Regional Council Member at least forty-eight (48) hours before the meeting. Notice shall be either oral or written. Oral notice shall be given face-to-face or by telephone. Written notice may be given by mail, personal delivery, facsimile, e-mail, or other electronic communication. The notice shall contain (1) the date, time, and place of the meeting; and (2) the agenda for said meeting, or the purpose or purposes for which a special meeting is called. Special meetings of the Regional Council shall be limited to the purpose or purposes set forth in the notice of said special meeting. The attendance of a Regional Council Member at a meeting shall constitute a waiver of notice of such meeting, except where a Regional Council Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

All Members shall receive electronic copies of all notices, agendas, and appropriate enclosures at the e-mail address of their designated representative provided to the Regional Fiscal Agent.

6.5 Public Meetings. All the meetings of the Regional Council, other than executive sessions, shall be open to the public. No vote or other formal action shall be taken in any session which is closed to the general public. The Regional Fiscal Agent, or such other officer as the Regional Council may from time to time determine, shall maintain a list of persons who, within the previous two (2) years, have requested notification of all meetings or of meetings when certain specified policies will be discussed and shall provide reasonable advance notification of such meetings; provided, however, that unintentional failure to provide such advance notice will not nullify actions taken at an otherwise properly published meeting.

6.5.1 Executive Session. The Regional Council, upon the affirmative vote of two-thirds of the quorum present, may hold an executive session for any of the reasons set forth in C.R.S. 24-6-402(4) as are applicable. No formal action may be taken while in executive session. Prior to convening an executive session, the Chair shall announce the topic(s) to be discussed, including the specific statutory citation(s), and identify the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized.

6.6 Informal Meetings. Informal meetings of the Regional Council at which no final decision is made or formal action is taken may be held from time to time and may include study sessions, subcommittee meetings, or any meeting of three or more Regional Council Members at which Regional Council business is to be discussed. Notice of any such meeting shall be given to all Regional Council Members at least seventy-two (72) hours in advance of such meeting, unless such informal meeting was set and authorized by the Regional Council at a regular or special meeting. Public notice of the meeting shall be posted in the designated posting place for the Regional Council at least twenty-four (24) hours prior to such meeting as required by the Colorado Open Meetings Law.

6.7 Conduct of Meetings. Unless otherwise agreed to by the Regional Council, Robert's Rules of Order, Revised shall be the parliamentary authority for all meetings of the

Regional Council and the rules contained therein shall govern the procedures utilized at such meetings where not inconsistent with the Colorado law. Failure to adhere to Robert's Rules of Order, Revised shall not affect the validity of any Regional Council action.

ARTICLE VII **VOTING**

7.1 Quorum for the Board. A quorum must be present at any Regional Council meeting for business transactions to take place and motions to pass. A quorum of the Regional Council shall be nine (9) Voting Members of the Regional Council.

7.2 Voting. All Regional Council Voting Members shall be entitled to one (1) vote on any matter coming before the Regional Council. Except as otherwise provided herein, and in Disclosures - Section 7.3 below, all actions of the Regional Council for which a vote is required shall be made and decided by a Super Majority Vote. In the cases where a “**Super Majority Vote**” is required at least 75% of the Regional Council Voting Members shall vote in favor of the item. For example, if all sixteen members of the Regional Council are present, then sixteen (16) votes would be cast and twelve (12) votes will be needed to pass the item. For purposes of these Bylaws, “**Majority Vote**” shall mean a majority of the votes shall be cast in favor of the item coming before a quorum of the Regional Council or committee, as applicable. For example, if all sixteen members of the Regional Council are present, then sixteen (16) votes would be cast and nine (9) votes will be needed to pass the item. Majority Votes for the Regional Council are generally limited to purposes of electing the Presiding Officers and committee officers (as applicable). No Regional Council Voting Member shall abstain from voting unless abstention is required by law. In the case of a tie vote, the item will be deemed to have failed.

7.3 Disclosures. Each Regional Council Member, voting and non-voting, shall provide such disclosures, including potential conflict of interest disclosures, as may be required by law, including but not limited to Sections 24-18-101 *et seq.*, C.R.S. and Section 18-8-308, C.R.S. Unless otherwise permitted by law, any voting member or alternative voting member or non-voting member who has a personal or private interest in any matter proposed or pending before the Regional Council after disclosure thereof shall recuse themselves from the meeting and shall refrain from attempting to influence the decision of the other members of the Regional Council on such matter.

ARTICLE IX **COMMITTEES**

9.1 Committees. The Regional Council may establish by resolution such standing committees or special committees in addition to those specified in this Article as it deems appropriate, with such duties, responsibilities, and members as it may designate. The Regional Council or the Chair may refer to the proper committee any matter affecting the Regional Council or any operations needing study, recommendation, or action. The delegation of authority to any committee shall not operate to relieve the Regional Council or any of its members of any legal responsibility.

9.2 Limitations. Except in cases where these Bylaws or the Regional Council has by written resolution provided otherwise, the function of any committee is as an advisory body to the Regional Council. No member of any committee, without the prior authorization of the Regional Council or as set forth in these Bylaws, has the authority to purchase, collect funds, implement policy, or bind, or obligate the Regional Council in any way or by any means. All such powers are expressly reserved to the Regional Council and the officers of the Regional Council.

9.3 Committee Membership. Committee members may include representatives of the Participating Local Governments, Voting and Non-Voting Members of the Regional Council and such other parties, as determined by the Regional Council. The Regional Council may appoint a Regional Council Member to serve on any committee or to act as a liaison to any committee, or both, in the Regional Council's discretion. The Regional Council may from time to time appoint to any standing or special committee any individual who is qualified to serve on such committee and who has the requisite expertise and knowledge to supply value thereto, as determined by the Regional Council in its discretion.

9.4 Committee Officers. Each committee shall select by Majority Vote one of its members to serve as Chair and one of its members to serve as Vice Chair. The Chair of each committee shall preside at all meetings of such committee and shall discharge the duties of presiding officer. The Vice Chair of each committee shall have such powers and perform such duties as the members of the committee may from time to time prescribe or as the Chair may from time-to-time delegate. At the request of the Chair, or in the event of the Chair's absence or inability to act, the Vice Chair shall serve as acting Chair. If the Chair or Vice-Chair elects not to preside over a meeting or particular matter, a Majority Vote of the committee present shall then elect a temporary chair who shall be the presiding officer for that particular meeting or particular matter only, as the case may be.

9.5 Committee Meetings and Recommendations. A committee may hold regular meetings at a time and place to be determined by the members of such committee. A quorum must be present at any committee meeting for business to take place and motions to pass. A quorum of a committee shall be a majority of the members of such committee. All committees shall act by Majority Vote, unless otherwise prescribed by the Regional Council. As Non-Voting Members may be members of committees, all decisions of committees shall be deemed recommendations to the Regional Council and the Regional Council Voting Members shall still be required to vote on any measures recommended to such body by the committee in order to complete any formal action by the Regional Council. Rules governing procedures for meetings of any committee shall be as established by the Regional Council, or in the absence thereof, the rules set forth in these Bylaws shall be followed. All meetings of any committee shall be open to the public.

9.6 Resignation. A member of any committee may resign at any time by giving written notice to the Chair of the committee and to the Regional Fiscal Agent of the Regional Council. Such resignation shall take effect at the time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

9.7 Vacancies. Any vacancy occurring on any committee by reason of resignation or otherwise may be filled by action of the Regional Council, unless otherwise provided herein.

9.8 Removal. At any meeting of the Regional Council duly called and expressly providing for such purpose, any one or more members of any committee may be removed with or without cause by a Super Majority Vote of the Regional Council.

ARTICLE X **FUNDING**

10.1 Funding. The Regional Council shall be funded with Opioid Funds.

10.2 Fiscal Year. The fiscal year of the Regional Council shall be the calendar year.

ARTICLE XI **MISCELLANEOUS**

11.1 Amendment. These Bylaws may be amended or repealed at any regular meeting of the Regional Council or at any special meeting called for that purpose provided that written notice of the proposed amendment or repeal shall have been given at least fourteen (14) days prior to the meeting. Except as provided herein, any such amendment or repeal shall require a Super Majority Vote of the Regional Council at any duly constituted meeting of the Regional Council.

11.2 Severability. The invalidity of any provision of these Bylaws shall not affect the other provisions hereof. In the event any provision of these Bylaws is determined to be invalid, these Bylaws shall be construed in all respects as if such invalid provision were omitted.

11.3 Headings. The headings provided throughout these Bylaws are for convenience and reference only and in no way define, limit, or add to the meaning of any provision hereof.

I, _____, as Chair of the Region 10 Regional Council, hereby certify that attached hereto are the Bylaws of the Region 10 Regional Council, which were duly adopted by the Regional Council on _____ and are of full force and effect as of the date hereof.

Dated: _____

Chair

**RESOLUTION 39-2022
A RESOLUTION
APPROVING
EXPENDITURES IN THE
TOTAL AMOUNT NOT TO
EXCEED \$78,227.00 FOR
THE CITY'S EXTERIOR
PAINT PROGRAM**

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

Resolution No. 39-2022

**TITLE: A RESOLUTION APPROVING EXPENDITURES IN THE TOTAL
AMOUNT NOT TO EXCEED \$78,227.00 FOR THE CITY'S EXTERIOR
PAINT PROGRAM**

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

Section 1. The City Council hereby approves expenditures in the total amount not to
exceed Seventy-Eight Thousand, Two Hundred Twenty-Seven Dollars (\$78,227.00) to be paid to
Independent Painting for the 2022 Exterior Paint Program for the following properties: 220 Chase
Street, 221 Chase Street, 410 Chase Street, 241 High Street, and 111 Hillside Street.

RESOLVED AND PASSED this 25th day of May, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

REQUEST FOR COUNCIL ACTION

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Residential Exterior Paint Proposals and Corresponding Grant Program Agreements for 220 Chase Street, 221 Chase Street, 410 Chase Street, 241 High Street, and 111 Hillside Street.

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

MOTION TO APPROVE: *Resolution No. 39-2022, a Resolution Approving the Paint Proposals and Grant Program Agreements for 220 Chase Street, 221 Chase Street, 410 Chase Street, 241 High Street, and 111 Hillside Street.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Painting a home's exterior can be an overwhelming task and a sizeable financial commitment for a property owner. Therefore, the City of Black Hawk provides financial assistance to its residents through the Residential Exterior Paint Program.

On February 8, 2022, CP&D Staff sent an email to twenty-four (24) individual property owners notifying them they were eligible to participate in the City of Black Hawk Residential Paint Program for 2022. Applications were due by March 14, 2022.

- Sixteen (16) properties had no interest in participating;
- Two (2) properties; 187 Clear Creek Street and 121 Marchant Street, entered the 2022 Historic Restoration and Community Preservation Program;
- One (1) property owner, after applying, elected to drop out to complete significant repairs identified on the site walk and reapply next year or wait for Historic Restoration and Community Preservation Program participation;
- Five (5) property owners want to participate in the program even if the City identified significant repairs. If the City Council approves their project, these applicants will sign the Grant Program Agreement.

The total expenditure for the 2022 Exterior Paint Program is currently \$78,227.00, which does not exceed the approved budget amount of \$100,000.00. City Staff recommends approval of \$78,227.00.

Below is a breakdown of the eligible properties, paint proposals, and accumulating total:

EXTERIOR PAINT PROGRAM - BREAKDOWN					
Order Applications Received	Address	Owner	Color Scheme	Proposal	Accumulating Total
2/18/2022	210 Chase	David & Cheryl Taylor	Existing Color Scheme	\$14,778.00	\$14,778.00
2/24/2022	111 Hillside	Linda Armbright	Existing Color Scheme	\$17,970.00	\$17,970.00
3/1/2022	221 Chase	Derek Blake	Existing Color Scheme	\$7,289.00	\$7,289.00
3/3/2022	241 High	Jesse Quintana	New Color Scheme	\$12,860.00	\$12,860.00
3/9/2022	410 Chase	Daniel Kratzer Main Structure	New Color Scheme	\$21,542.00	\$21,542.00
	410 Chase	Daniel Kratzer Garage	New Color Scheme	\$3,788.00	\$3,788.00
3/11/2022	101 Horn	Daniel Foster	New Color Scheme	\$0.00	\$0.00
Total					\$78,227.00

AGENDA DATE:

May 25, 2022

WORKSHOP DATE:

N/A

FUNDING SOURCE:

010-1101-4115813
Program Expenses/Residential Paint
Program - Approved Budget \$100,000

DEPARTMENT DIRECTOR APPROVAL:

☒ Yes ☐ No

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker, CP&D Director

DOCUMENTS ATTACHED:

Resolution 39-2022
Eligibility List
Program Timeline
Individual Property Packets

RECORD:

☐ Yes ☒ No

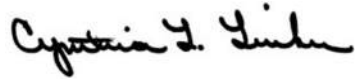
CoBH CERTIFICATE OF INSURANCE REQUIRED

☐ Yes ☒ No

CITY ATTORNEY REVIEW:

[X]Yes []N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Director

REVIEWED BY:



Stephen N. Cole, City Manager

ELIGIBILITY LIST

Exterior Paint Program: Eligibility List							No Interest	2022 Grant Program	2023 Grant Program
#	Property Owner(s)	Address	Year Full Rehab Complete	Last Year Painted	Next Year Eligible				
CHASE ST									
1	Larsen, Lloyd & Christina	120 Chase	No Record	No Record	Anytime	Contact			
2	Blake, Derek	130 Chase	2009	2017	2025				
3	Dunlap, Robert & Kathy	140 Chase	In Queue	2016	2024				
4	Spitznagel, Joan	150 Chase	In Queue	Never	Anytime	No Interest - In Rehab Queue			
5	Bennett, Paul & Pamela	155 Chase	2004	2018	2026				
6	Austin, Tomas	175 Chase	2004	2016	2024				
7	Simon, Cheryl	200 Chase	2001	2017	2025				
8	City of Black Hawk	201 Chase	2013	2021	2029				
9	Rogers, Nell Salome	210 Chase	2007	2016	2024				
10	David & Cheryl Taylor	220 Chase	2002	2014/2022	2030	Application Received 2/18/22			
11	Blake, Derek	221 Chase	2008	2009/2022	2030	Application Received 3/1/22			
12	Gilpin Co Historical Society	231 Chase	No Record	2015	2023	Contact			
13	Gillivan, Neal & Tara	235 Chase	2004	2017	2025				
14	Fahrni, James & Kimberly Brandon	241 Chase	2005	2005	Anytime	Contact			
15	Midcap, Hal & Karen	250 Chase	2001	2015	2023	Contact			
16	Linker, Cynthia & Larry	301 Chase	2014	2021	2029				
17	Linker, Cynthia & Larry	311 Chase	2014	2021	2029				
18	Smith, Josh	400 Chase	2016	2016	2021	Contact			
19	Smith, Josh	401 Chase	2016	2016	2021	Contact			
20	Kratzer, Daniel	410 Chase	2007	2007/2022	2030	Application Received 3/9/22			
CHURCH ST									
21	Ciaccio, Michelle	251 Church	2007	2017	2025				
22	Leshner, Diane	261 Church	In Queue	2014/2022	2022	No Interest - In Rehab Queue			
23	Larkins, Jeannie	271 Church	2014	2021	2029				
CLEAR CREEK ST									
24	Greiner, Melissa & Thomas	185 Clear Creek	2012	2017	2025				
25	Fellowship Benevolent LLC	187 Clear Creek	In Queue	2009	Anytime	No Interest 2022 Rehab Program			
26	Fellowship Benevolent LLC	191 Clear Creek	2007	2005	2029				
27	Blake, John & Cherokee	193 Clear Creek	In Queue	2015	2023	Contact In Grant Queue			
28	Fellowship Benevolent LLC	195 Clear Creek	2011	2021	2029				
29	Blake, John & Cherokee	197 Clear Creek		2015	2023	Contact			
DUBOIS ST									
30	Cameron, Robert	200 Dubois	Garage only/2013	No Record	Anytime	Contact			
31	Cameron, Robert	211 Dubois	No Record	No Record	Anytime	Contact			
32	Cameron, Robert	221 Dubois	No Record	No Record	Anytime	Contact			
33	Pohl, Leon & Olivia	231 Dubois	2013	2019	2027				
34	Blake, Derek & Dawn	241 Dubois	2018	2018	2023	Contact			
HIGH ST									
35	Quintana, Jesse	241 High	2012	2012/2022	2030	Application Received 3/3/2022			
36	Moates, Greg	251 High	No Record	No Record	Anytime	Contact			
37	Price, Mary Lou	261 High	2010	2019	2027				
38	Brewer, Jerilin	271 High	In Queue	2018	2026				
39	Vela, Maria	281 High	2013	2021	2029				
40	Larsen, Lloyd & Christina	301 High	2016	2016	2021/2023	Contact			
41	Larsen, Lloyd & Christina	311 High	In Queue	Never	2023	Contact In Grant Queue			
42	Schopen, Jerry & Dalsaso, Mary Kay	321 High	2007	2018	2026				
43	Gruen, David	341 High	In Queue	2015	2023	Contact			
44	Kontak, Caitlin	351 High	2012	2012	2023	Contact			
HILLSIDE ST									
45	Works Family	101 Hillside	2006	2021	2029				
46	Armbricht, Linda	111 Hillside	2000	2014/2022	2030	Application Received 2/24/22			
HORN ST									
47	Foster, Daniel	101 Horn	In Queue	2014	2022	Application Received 3/11/22			
48	Moreno, David & Deborah	201 Horn	2011	2011	Anytime	Contact			
49	Torres, Benito & Patricia	211 Horn	2018	2018	2023	Contact			
50	Lovingier, William & Dixie	231 Horn	2014	2014	2019	Contact			
MARCHANT ST									
51	Spellman, David (Main House)	100 Marchant		2016	2024				
52	Spellman, David (Carriage House)	100 Marchant		2016	2024				
53	Kerr, Joann	101 Marchant	shed only	2014	2019	Contact - Shed Only			
54	Spellman, David	110 Marchant		2016	2024				
55	Johnson, Jim & Curtis Linder	111 Marchant	2009	2015	2023	Contact			
56	Brannecki Family LLC	121 Marchant	In Queue	Unknown	Anytime	No Interest 2022 Rehab Program			
57	Boyer Family Trust	131 Marchant	2004	2015	2023	Contact			
58	Lessner, Richard & Jeanne	141 Marchant	2006	2016	2024				
59	Conway, Sean & Rebecca	151 Marchant	2004	2021	2029				
60	Fellowship Benevolent LLC	161 Marchant	2011	2021	2029				
61	Works Family	171 Marchant	2006	2021	2029				

PROJECT TIMELINE

EXTERIOR PAINT PROGRAM PROJECTED TIMELINE – GRANT YEAR 2022

TASK	TIMELINE (Deadline subject to change)
Application deadline.	March 14, 2022
Zoom or In-Person Meeting with Property Owner: 220 Chase – 3/31/2022 – 1:30 p.m. Zoom - (App 2/18/22) 221 Chase – 3/31/2022 – 11:00 a.m. – Zoom - (App 3/1/22) 410 Chase – 3/31/2022 – 2:30 p.m. – In-Person – (App 3/9/22) 241 High – 3/22/2022 – 3:00 p.m. – In-Person – (App 3/3/22) 111 Hillside – 3/23/2022 – 2:30 p.m. – In-Person – (App 2/24/22) 101 Horn – 3/31/2022 – 3:30 p.m. – In-Person – (App 3/11/22)	March 22, 2022 - March 31, 2022
The Property Owner consults with their tax advisor about whether the one-time first-round reimbursement is income and gives rise to additional State and Federal income tax liability. The Property Owner commits to the program by signing the Guide to Programs, providing a W9 and a Power of Attorney if required.	April 4, 2022
The Paint Consultant provides an executed Professional Services Agreement with insurance certificates and business license confirmation.	April 11, 2022
City Staff schedules the Environmental Consultant to complete lead-based paint testing on each property if required.	April 12, 2022 Weather Permitting
City Staff requests a Resolution for the Paint Consultant Professional Services Agreement.	April 12, 2022
City Staff prepares the Request for Council Action for the Paint Consultant Professional Services Agreement and submits the entire package to the City Clerk for inclusion in the Council Packet.	April 19, 2022
City Staff performs an initial site walk with the Property Owner, Paint Consultant, and Building Code Consultant to create a current conditions report identifying significant repair items, Scope of Work, and discuss paint colors.	April 25, 2022 221 Chase – 9:00 a.m. 220 Chase – 10:00 a.m. 101 Horn – 11:00 a.m. April 26, 2022 241 High Street – 9:00 a.m. 410 Chase – 10:00 a.m. 111 Hillside – 11:00 a.m.

<p>Property Owners requesting a color change discuss color options with their local Sherwin-Williams or Benjamin Moore supplier and purchase test colors to create a final palette for submission to City Staff.</p> <ul style="list-style-type: none"> ○ Use the Virtual paint tool on their websites, upload a photo of the home and try colors virtually: https://www.sherwin-williams.com/visualizer#/active/scenes OR https://www.benjaminmoore.com/en-us/color-overview/personal-color-viewer ○ Order 8" x 8" peel and stick samples to try on the home. https://samples.sherwin-williams.com/?_ga=2.59917421.1581675296.1627420137-1900585580.1626191133 ○ Benjamin Moore, choose color, then select Peel-And-Stick ○ Order free 2" x 3" "ColorSnap color chips. https://samples.sherwin-williams.com/?_ga=2.59917421.1581675296.1627420137-1900585580.1626191133 <p>Benjamin Moore, choose color and Color Swatch.</p>	April 25, 2022
<p>City Staff performs a site walk with the Property Owner and Paint Consultant to finalize the conditions report, Scope of Work, paint color, and sheen selection.</p>	April 27-28, 2022 Back-up date Weather Permitting
<p>The City Council reviews the Professional Services Agreement for the Paint Consultant.</p> <p>City Staff notifies the Paint Consultant of the City Council decision and provides a fully executed agreement with the Mayor's signature.</p>	April 27, 2022
<p>The Paint Consultant submits individual proposals with a timeframe for each property, including lead encapsulation if required. The painting timeframe starts June 1, 2022, and ends September 30, 2022. Project start dates are staggered.</p>	May 2, 2022
<p>City Staff finalizes the proposals and paint schedules with the Paint Consultant.</p> <p>The Paint Consultant provides a list of subcontractors and the corresponding Black Hawk business license number.</p>	May 4, 2022
<p>City Staff has the Property Owner execute the Grant Program Agreements for City Council Action on May 25, 2022.</p> <p>City Staff executes the Temporary Construction Easements as needed with adjoining neighbors (Grantor) for City Council Action on May 25, 2022.</p>	May 9 – May 12, 2022
<p>City Staff requests Resolutions from City Attorney for the Temporary Construction Easement and the Paint Proposal approvals.</p>	May 9, 2022
<p>City Staff prepares the Paint Proposal Request for Council Action and submits the entire package to City Clerk for inclusion in the Council Packet.</p>	May 16 – May 19, 2022
<p>The City Council reviews each Application, Grant Program Agreement, and associated temporary construction easements in the order</p>	May 25, 2022 – 3:00 p.m.

received by City Staff. Each application is approved, conditionally approved, or denied after their review.	
City Staff prepares a \$10.00 payment request and submits it to the Finance Department for each Grantor granting a Temporary Construction Easement.	May 26, 2022
City Staff issues the Notice to Proceed to the Paint Consultant.	May 26, 2022
City Staff notifies the Property Owner if their application is approved, conditionally approved, or denied by City Council.	May 26, 2022
City Staff and the Paint Consultant finalize each project timeframe. The Property Owner or their Power of Attorney must be in Black Hawk, available, and flexible with their designated timeframe. The schedule is subject to change due to weather and/or the progress of the current project.	June 1 – September 1, 2022
City Staff issues individual building permits to track each grant project. Projects must be complete within 2-months of the permit issue date.	June 1 – September 1, 2022
City Staff requested the Land Use Planning Consultant prepare a Certificate of Architectural Compatibility for Administrative Approval if the Property Owner selects a new color scheme.	June 1, 2022 – September 1, 2022
The Property Owner completes the major repairs identified in the Scope of Work two (2) weeks before their assigned timeframe.	June 1 – September 1, 2022
The Paint Consultant provides individual project drawdowns two (2) weeks before the project timeframe to City Staff. City Staff obtains written approval from the Property Owner within (3) three business days of the Paint Consultant providing the samples. After City Council approval, any Property Owner who makes a color change agrees to withdraw from the program and can reapply the following year.	June 1 – September 1, 2022
THE PROPERTY OWNER: <ul style="list-style-type: none"> ○ Inspects work from start to finish, immediately identifies issues, and shares this information with City Staff and the Paint Consultant. ○ Provides the Paint Consultant full access to the site and work area. ○ Removes all items on and away from the structure, outbuildings, fences, decks, and porches. ○ Keeps all pets out of the Paint Consultant's work area. ○ Removes all pet waste from the Paint Consultant's work area daily for the job's duration. ○ Any Change Orders from the approved Scope of Work must be reviewed and approved by the City before implementation. The Grant Program Agreement is amended to reflect the additional taxable income to the Property Owner and the Grant Program Agreement Amendment is reviewed and approved by City Council. Onsite progress meetings, held as needed, with the Property Owner, Paint Consultant, and City Staff.	June 1 – September 1, 2022

THE PAINT CONSULTANT: <ul style="list-style-type: none"> ○ Is not permitted to bring animals on site. ○ Is responsible for trash removal, provides refuse collection containers, and keeps the site clean and free of debris, including cigarette butts. ○ Cleans the site upon completion of work. All paint chips are captured and disposed of, areas de-masked, and exterior windows are free of paint and operable. ○ Leaves the Property Owner with a minimum of one (1) gallon of each color, varnish, and stain for touch-up. The Paint Consultant supplies the paint cans and marks each can, identifying the product. 	June 1 - September 29, 2022 (May extend into October 2022)
<ul style="list-style-type: none"> ○ City Staff schedules a final inspection upon painting completion with the Property Owner and Paint Consultant to close the project. 	June 1 - September 29, 2022 (May extend into October 2022)
City Staff receives the Paint Consultant invoice, and the Property Owner signs the invoice and check request form within three (3) business days of City Staff notification.	June 1 - September 29, 2022 (May extend into October 2022)
City Staff submits the check request form and invoice to the Finance Department for payment.	June 1 - September 29, 2022 (May extend into October 2022)
The Property Owner endorses the check over to the Paint Consultant within three (3) business days of City Staff notification. City Staff sends the check to the Paint Consultant.	June 1 - September 29, 2022 (May extend into October 2022)
City Staff closes the building permit and schedules a 1-year warranty walk with the Paint Consultant and Property Owner.	Before October 31, 2022
The Finance Department sends a 1099G, and City Staff sends the Federal and State tax liability reimbursement forms.	After January 1, 2023
The Property Owner completes the Federal and State tax liability reimbursement forms and returns them to the Finance Department.	Before December 29, 2023

220 CHASE STREET



Independent Painting

Mobile: 720-938-5398

PO Box 672

Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615
Email: Clinker@cityofblackhawk.org

Proposal No. 050122
Sheet No. 1
Date 05-01-22
Prepared by: Eric Miller
Work to be Performed at: 220 Chase

Proposal

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

Exterior Repaint of 220 Chase St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Spot prime as needed on all raw wood using KILZ2 all purpose primer. *Was not included in previous years proposals*
3. Caulk as needed on any joints, cracks or gaps in siding, fascia, casing, etc. *Was not included in previous years proposals*
4. Tape/Caulk all windows glass to sashes to insure a good seal on glass. *Was not included in previous years proposals*
5. Set any nails and or secure loose siding/trim as needed. *Was not included in previous years proposals*
6. Paint trim complete w/ 2 coats of Behr "Premium Plus" ext. satin:_____
7. Paint body complete w/ 2 coats of Behr "Premium Plus" ext. satin:_____
8. Paint deck/handrail/balusters complete w/ 2 coats of Behr "Stain/Sealer" ext. _____

*gutters and downspouts not to be painted

*repairs to wood handrail, etc. to be done by homeowners contractor

*remove siding on west gable and install flashing on rake. *by paint contractor*

**Homeowner responsible to remove, store, reattach window screens*

**Homeowner responsible to remove all string/rope lights, trash/misc debris, all items next to the structure(s), and remove pet waste daily*

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

\$ 14778.00

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

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

Quotation valid for _____ days.

Acceptance of Proposal

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

Signature _____ Date _____

RESIDENTIAL EXTERIOR PAINT PROGRAM SITE VISIT CHECKLIST					
220 CHASE ST					
TASK	COLOR	CONDITION			NOTES
		GOOD	FAIR	POOR	
MAIN HOUSE AND ADDITIONS					
Siding	Buttercup	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Good in some places, fair in others. See recommendations below.
Trim	Creamy white		<input checked="" type="checkbox"/>		
Accents	Creamy white				
Soffit	Recommend creamy white				
Fascia	Creamy white				
Corner Board Trim	Creamy white				
Flashing	Raw. Some flashing is painted buttercup.				Add flashing where siding is warped from moisture
Roof Vents & Flashing	Dripe edge painted creamy white				
Mechanical Vents Located within the Siding Match Siding Color	Raw		Dryer type venting painted buttercup		
Wood Front Door A	Creamy white				
Wood Front Door A Trim	Creamy white				
Wood Front Door B	Creamy white				
Wood Front Door B Trim	Creamy white				
Wood Side Door	Creamy white				
Wood Side Door Trim	Creamy white				
Aluminum Doors	Excluded				
Wood Windows	Creamy white				
Wood Window Trim	Creamy white				
Wood Window Sash	Creamy white				
Wood Storm Windows	Excluded				
Wood Storm Window Trim	Excluded				
Wood Storm Window Sash	Excluded				
Aluminum Windows/Frames	Excluded				
Shutters	None				
Foundation	Fill voids and paint entire foundation				
Downspouts	Raw				
Gutters - Painted	Raw				
Gutters - Not Painted	Excluded				
Deck Floor	Solid body Stain				
Deck Steps	Stain				
Deck Rails	Stain				

Porch Floor	Cement				
Porch Ceiling	Creamy white				
Porch Steps	Cement				
Porch Rails	Need some replacement & repair				Homeowner has template of porch spindle
Porch Columns	Creamy white				
Shutters					
Cornice	Creamy white				
Exterior Light Fixtures	Direct-To-Metal (DTM) paint				
Metal Security Door	Direct-To-Metal (DTM) paint				
Metalwork	Repair Rust Direct-To-Metal (DTM) paint				
Wrought Iron Fencing / Gates	Repair Rust Direct-To-Metal (DTM) paint				
Wrought Iron Railings	Repair Rust Direct-To-Metal (DTM) paint				
Wooden Fencing / Gates	Stain				
Vertical Concrete					
Horizontal Concrete	Excluded				
Radon System - Painted					
Radon System - Not Painted	Excluded				
Rock Walls	Excluded				

Address

ACCESSORY STRUCTURES

Siding	Everything identical to house				
Trim					
Accents					
Soffit					
Fascia					
Corner Board Trim					
Flashing					
Roof Vents & Flashing					
Mechanical Vents Located within the Siding Match Siding Color					
Garage Door					
Wood Front Door					
Wood Front Door Trim					
Wood Side Door					
Wood Side Door Trim					
Wood Windows					
Wood Window Trim					

Wood Window Sash					
Wood Storm Windows					
Wood Storm Window Trim					
Wood Storm Window Sash		Boiler vent painted. Buttercup			
Aluminum Windows/Frames	Excluded	Dryer vent painted. Buttercup			
Shutters					
Foundation	Fill voids and paint entire foundation				
Downspouts - Painted					
Downspouts - Not Painted	Excluded				
Gutters - Painted					
Gutters - Not Painted	Excluded				
Radon System - Painted					
Radon System - Not Painted	Excluded				
Vertical Concrete					
Horizontal Concrete	Excluded				
Rock Walls	Excluded				

TEMPOARY CONSTRUCTION EASEMENT:

Yes	No	
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NOTES:**Items covered under the Program:**

Include the preparation and painting of exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood windows, wood fences, metal fences, p

Items excluded from the Program:

include horizontal concrete, rock walls, aluminum doors, gutters, downspouts, and radon systems not previously painted.

APPROVED PAINT COLORS AND NUMBER OF COATS:

Body:	
Trim:	
Accent 1:	
Accent 2:	
Accent 3:	
Sheen:	
Number of Coats:	

PHOTOS:

Structure	North Elevation	East Elevation	South Elevation	West Elevation	
Primary					
Accessory 1					
Accessory 2					
Acessory 3					

PROPERTY OWNER ACKNOWLEDGEMENT:

Printed Name:	
---------------	--

Signature:					
Date:					
Remove old electrical bracing					
Hot tub to be removed before deck is done					
Light brown deck					
Recommend the soffit be creamy white					
Owner to take off screens & reinstall them					
Remove Christmas lights					





220









RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the **25TH DAY OF MAY, 2022**, (the “*Effective Date*”) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and **DAVID TAYLOR**, (the “*Property Owner*”), whose Residential Property address is: **220 CHASE STREET, BLACK HAWK, CO 80422**.

RECITALS

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

AGREEMENT

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

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **\$14,778.00** (the “*Grant*”) for the exterior paint of a Residential Property.

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

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

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

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

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

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

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

5. **Disbursement.**

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

6. **Termination of the Grant.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 31, 2022** (The “**Termination Date**”), the Property Owner’s right to be paid the Grant or any portion thereof shall automatically terminate.

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

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

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

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

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

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

If to the City:

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

If to the Property Owner: **David Taylor**
220 Chase Street, PO Box 157
Black Hawk, CO 80422

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

10. Miscellaneous:

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

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

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

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: _____
David Taylor

STATE OF COLORADO)
)ss.
COUNTY OF GILPIN)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2022, by _____.

My commission expires: _____

(S E A L)

Notary Public

221 CHASE STREET



Independent Painting

Mobile: 720-938-5398

PO Box 672

Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615
Email: Clinker@cityofblackhawk.org

Proposal No. 050222
Sheet No. 1
Date 05-02-22
Prepared by: Eric Miller
Work to be Performed at: 221 Chase

Proposal

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

Exterior Repaint of 221 Chase St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Spot prime as needed on all raw wood using KILZ2 all purpose primer. *Was not included in previous years proposals*
3. Caulk as needed on any joints, cracks or gaps in siding, fascia, casing, etc.. *Was not included in previous years proposals*
4. Tape/Caulk all windows glass to sashes to insure a good seal on glass. *Was not included in previous years proposals*
5. Set any nails and or secure loose siding/trim as needed. *Was not included in previous years proposals*
6. Paint trim complete w/ 2 coats of Behr "Premium Plus" ext. satin:_____
7. Paint body complete w/ 2 coats of Behr "Premium Plus" ext. satin:_____
8. Paint accents complete w/ 2 coats of Behr "Premium Plus" ext. satin _____

9. Exterior Staircase Handrail - Finish using up to two coats Black Behr Exterior Urethane Enamel

*gutters and downspouts not to be painted

*accents (black) applied to front porch columns & panels on both entry doors.

*some body paint (red) and black accent paint to be provided by home owner.

**Homeowner responsible to remove, store, reattach window screens*

**Homeowner responsible to remove all string/rope lights, trash/misc. debris, all items next to the structure(s), and remove pet waste daily*

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

\$7289.00

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

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

Quotation valid for _____ days.

Acceptance of Proposal

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

Signature _____ Date _____

RESIDENTIAL EXTERIOR PAINT PROGRAM SITE VISIT CHECKLIST					
221 CHASE ST					
TASK	COLOR	CONDITION			NOTES
		GOOD	FAIR	POOR	
MAIN HOUSE AND ADDITIONS					
Siding	Red	<input checked="" type="checkbox"/>			
Trim	Creamy white	<input checked="" type="checkbox"/>			
Accents	None				
Soffit	Cream				
Fascia	Cream				
Corner Board Trim	Cream				
Flashing	Raw				
Roof Vents & Flashing	Raw				
Mechanical Vents Located within the Siding Match Siding Color	Raw				
Wood Front Door A	Cream w/black				
Wood Front Door A Trim	Cream w/black				
Wood Front Door B	Cream w/black				
Wood Front Door B Trim	Cream w/black				
Wood Side Door	None				
Wood Side Door Trim	None				
Aluminum Doors	Excluded				
Wood Windows	None				
Wood Window Trim	Cream				
Wood Window Sash	Excluded				
Wood Storm Windows	Excluded				
Wood Storm Window Trim	Excluded				
Wood Storm Window Sash	Excluded				
Aluminum Windows/Frames	Excluded				
Shutters	None				
Foundation	Fill voids and paint entire foundation				
Downspouts	Raw				
Gutters - Painted	None				
Gutters - Not Painted	Excluded				
Deck Floor	None				
Deck Steps	None				
Deck Rails	None				
Porch Floor	None				

Porch Ceiling	Cream				
Porch Steps	None				
Porch Rails	None				
Porch Columns	Cream w/black	<input checked="" type="checkbox"/>			
Shutters	None				
Cornice	None				
Exterior Light Fixtures	Direct-To-Metal (DTM) paint				
Metal Security Door	Direct-To-Metal (DTM) paint				
Metalwork	Repair Rust Direct-To-Metal (DTM) paint				
Wrought Iron Fencing / Gates	Repair Rust Direct-To-Metal (DTM) paint				
Wrought Iron Railings	Repair Rust Direct-To-Metal (DTM) paint		Black - Railing only		
Wooden Fencing / Gates	None				
Vertical Concrete	None				
Horizontal Concrete	Excluded				
Radon System - Painted	None				
Radon System - Not Painted	Excluded				
Rock Walls	Excluded				

Address

ACCESSORY STRUCTURES NONE

Siding		NO ACCESSORY BUILDINGS			
Trim					
Accents					
Soffit					
Fascia					
Corner Board Trim					
Flashing					
Roof Vents & Flashing					
Mechanical Vents Located within the Siding Match Siding Color					
Garage Door					
Wood Front Door					
Wood Front Door Trim					
Wood Side Door					
Wood Side Door Trim					
Wood Windows					
Wood Window Trim					
Wood Window Sash					

Wood Storm Windows					
Wood Storm Window Trim					
Wood Storm Window Sash					
Aluminum Windows/Frames	Excluded				
Shutters					
Foundation	Fill voids and paint entire foundation				
Downspouts - Painted					
Downspouts - Not Painted	Excluded				
Gutters - Painted					
Gutters - Not Painted	Excluded				
Radon System - Painted					
Radon System - Not Painted	Excluded				
Vertical Concrete					
Horizontal Concrete	Excluded				
Rock Walls	Excluded				
TEMPOARY CONSTRUCTION EASEMENT:					
Yes. YES 201 chase	No.				
NOTES:					
Items covered under the Program: Include the preparation and painting of exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood windows					
APPROVED PAINT COLORS AND NUMBER OF COATS:					
Body: red					
Trim: creamy white					
Accent 1: black					
Accent 2:					
Accent 3:					
Sheen: gloss					
Number of Coats: 2					
PHOTOS:					
Structure	North Elevation	East Elevation	South Elevation	West Elevation	
Primary					
Accessory 1					
Accessory 2					
Accessory 3					
PROPERTY OWNER ACKNOWLEDGEMENT:					
Printed Name:					
Signature:					
Date:					
Unpainted rear of house					
Dryer vent leaking moisture recommend fixing.					

Derik already purchased Paint, Erik to use. Red Diamond Vogel Ruggero Red. Black is a mix with a little red. 1 can has mix contents. White is creamy white OW4A			
Christmas lights to be taken down. Anything against the building to be removed.			









RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the **25TH DAY OF MAY, 2022**, (the “*Effective Date*”) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and **DEREK BLAKE**, (the “*Property Owner*”), whose Residential Property address is: **221 CHASE STREET, BLACK HAWK, CO 80422**.

RECITALS

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

AGREEMENT

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

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **\$7,289.00** (the “**Grant**”) for the exterior paint of a Residential Property.

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

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

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

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

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

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

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

5. **Disbursement.**

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

6. **Termination of the Grant.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 31, 2022** (The “**Termination Date**”), the Property Owner’s right to be paid the Grant or any portion thereof shall automatically terminate.

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

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

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

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

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

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

If to the City:

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

If to the Property Owner:

Derek Blake
221 Chase Street, PO Box 209
Black Hawk, CO 80422

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

10. Miscellaneous:

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

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

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

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: _____
Dawn Blake
POA for Derek Blake

STATE OF COLORADO)
)ss.
COUNTY OF GILPIN)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2022, by _____.

My commission expires: _____

(S E A L)

Notary Public

RESIDENTIAL EXTERIOR PAINT PROGRAM POWER OF ATTORNEY

I, the undersigned, Derek Blake,
(Owner Name)

legal Property Owner of 221 Chase Street,
(Physical Street Address)

Black Hawk, Colorado, 80422,
(City) (State) (Zip Code)

do hereby appoint, Dawn Blake,
(Agent - Full Legal Name)

residing at 241 DuBois Street,
(Physical Street Address)

Black Hawk, Colorado, 80422,
(City) (State) (Zip Code)

As my Attorney-in-Fact ("Agent").

If my Attorney-in-Fact named above "Agent" is unable to serve for any reason, I do hereby

designate R. Kent Blake,
(Successor Agent - Full Legal Name)

as my Successor Attorney-in-Fact "Agent," residing at 3189 Hwy 46

(Physical Street Address)

Black Hawk, Colorado, 80422,
(City) (State) (Zip Code)

I hereby revoke all general Powers of Attorney that previously have been signed by me. However, the preceding sentence shall not have the effect of revoking any Powers of Attorney that are directly related to my health care that I previously signed.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not limited to, the power to:

- 1) Act on my behalf in working with the City of Black Hawk to sign any documents to participate in the Residential Exterior Paint Program.
- 2) Review, approve and acknowledge each invoice by placing a signature or initials on each invoice (pay application) submitted to the City with the paperwork for a payment request.
- 3) Approve the work that will be done on my home and sign the disbursement checks that will be received from the City of Black Hawk, over to the Contractor.

This Power of Attorney shall remain in effect until revoked by me at any time by providing written notice to my Agent, City of Black Hawk, and other interested third parties.

In the presence of the undersigned witnesses:

WITNESS 1

Name: Robert Tatum
 Address: 211 Church St. BlackHawk, CO. 80422
 Signature: Robert Tatum

WITNESS 2

Name: Tarik Muhammad
 Address: 211 Church St Black Hawk, CO 80422
 Signature: Tarik

By:

Derek Blake
(Property Owner)

STATE OF COLORADO

COUNTY OF

Gilpin

)
) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this

14

day of

April

2022, by

Derek Blake

Legal Property Owner of

221 Chase St

, Black Hawk, CO 80422.

My commission expires:



(S E A L)

richards

410 CHASE STREET



Independent Painting

Mobile: 720-938-5398

PO Box 672

Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615
Email: Clinker@cityofblackhawk.org

Proposal No. 500322
Sheet No. 1
Date 05-03-22
Prepared by: Eric Miller
Work to be Performed at: 410 Chase

Proposal

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

Exterior Repaint of 410 Chase St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Demo copper flashing on 2nd story gable.
3. Prime exterior 100% using KILZ2 all purpose primer. *Was not included in previous years proposals*
4. Caulk as needed on any joints, cracks or gaps in siding, fascia, casing, etc.. *Was not included in previous years proposals*
5. Tape/Caulk all windows glass to sashes to insure a good seal on glass. *Was not included in previous years proposals*
6. Set any nails and or secure loose siding/trim as needed. *Was not included in previous years proposals*
7. Paint trim complete w/ 2 coats of Behr "Premium Plus" ext. satin:_____
8. Paint body complete w/ 2 coats of Behr "Premium Plus" ext. satin:_____
9. Paint wood window complete w/ 2 coats of Behr "Premium Plus" ext. satin _____
10. Sand, stain and clear coat 2 front entry doors to match existing.
11. Prime and paint bridge handrail/scrolled balusters w/ a two color scheme to match house.

*gutters and downspouts to be painted trim color

*windows are a combination wood and vinyl clad. Wood windows to be painted to match color of existing (white) vinyl **Homeowner responsible to remove, store, reattach window screens*
**Homeowner responsible to remove all string/rope lights, trash/misc debris, all items next to the structure(s), and remove pet waste daily*

***garage to be prepped and painted with the same process and colors as listed above for an additional \$3788.00**

** All white picket fencing excluded.*

** Homeowner responsible to replace Garage roof/soffit/fascia*

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

\$21542.00 + \$3,788.00 = \$25,330

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

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

Quotation valid for _____ days.

Acceptance of Proposal

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

Signature _____ Date _____

RESIDENTIAL EXTERIOR PAINT PROGRAM SITE VISIT CHECKLIST					
410 CHASE ST					
TASK	COLOR	CONDITION			NOTES
		GOOD	FAIR	POOR	
MAIN HOUSE AND ADDITIONS					
Siding	Red		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Trim	Tan			<input checked="" type="checkbox"/>	
Accents	White				
Soffit	Tan			<input checked="" type="checkbox"/>	Soffit on rear of house is missing it is owners decision is to replace it or just paint it just paint it
Fascia				<input checked="" type="checkbox"/>	
Corner Board Trim	Tan			<input checked="" type="checkbox"/>	
Flashing					
Roof Vents & Flashing	Drip edge factory color				
Mechanical Vents Located within the Siding Match Siding Color	Raw				
Wood Front Door A	Refinish or paint trim				
Wood Front Door A Trim	Tan/White				
Wood Front Door B	Refinish or paint trim				
Wood Front Door B Trim	Tan/White				
Wood Side Door	Refinish or paint trim				
Wood Side Door Trim	Tan/White				
Aluminum Doors	Excluded				
Wood Windows	White				
Wood Window Trim	Tan				Windows are a combo of wood and storm. Hard to match.
Wood Window Sash					
Wood Storm Windows	Excluded				
Wood Storm Window Trim	Excluded				
Wood Storm Window Sash					
Aluminum Windows/Frames	Excluded				
Shutters	None				
Foundation	Fill voids and paint entire foundation				
Downspouts	Red				
Gutters - Painted	Tan				
Gutters - Not Painted	Excluded				
Deck Floor	Raw				
Deck Steps	Raw				
Deck Rails	Raw				

Porch Floor	Raw				
Porch Ceiling	Trim				
Porch Steps	Raw				
Porch Rails	Trim				
Porch Columns	Perhaps do trim and accent				
Shutters	None				
Cornice	None				
Exterior Light Fixtures	Direct-To-Metal (DTM) paint				
Metal Security Door	Direct-To-Metal (DTM) paint				
Metalwork	Repair Rust				
	Direct-To-Metal (DTM) paint				
Wrought Iron Fencing / Gates	Repair Rust				
	Direct-To-Metal (DTM) paint				
Wrought Iron Railings	Repair Rust				
	Direct-To-Metal (DTM) paint				
Wooden Fencing / Gates	Excluded				
Vertical Concrete	Stone				
Horizontal Concrete	Excluded				
Radon System - Painted	None				
Radon System - Not Painted	Excluded				
Rock Walls	Excluded				
Address					
ACCESSORY STRUCTURES					
Siding		Exclude garage and playhouse			Garage in disrepair, cannot be included as is.
Trim					
Accents					
Soffit					
Fascia					
Corner Board Trim					
Flashing					
Roof Vents & Flashing					
Mechanical Vents					
Located within the Siding Match Siding Color					
Garage Door					
Wood Front Door					
Wood Front Door Trim					
Wood Side Door					
Wood Side Door Trim					
Wood Windows					
Wood Window Trim					

Wood Window Sash					
Wood Storm Windows					
Wood Storm Window Trim					
Wood Storm Window Sash					
Aluminum Windows/Frames	Excluded				
Shutters					
Foundation	Fill voids and paint entire foundation				
Downspouts - Painted					
Downspouts - Not Painted	Excluded				
Gutters - Painted					
Gutters - Not Painted	Excluded				
Radon System - Painted					
Radon System - Not Painted	Excluded				
Vertical Concrete					
Horizontal Concrete	Excluded				
Rock Walls	Excluded				

TEMPOARY CONSTRUCTION EASEMENT:

Yes No ☒

NOTES:**Items covered under the Program:**

Include the preparation and painting of exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood windows, wood fences, metal fences, pr

Items excluded from the Program:

include horizontal concrete, rock walls, aluminum doors, gutters, downspouts, and radon systems not previously painted.

APPROVED PAINT COLORS AND NUMBER OF COATS:

Body: Benjamin Moore Country Redwood HC-183

Trim: Benjamin Moore Cafe Ole 2098-40

Accent 1: White

Accent 2:

Accent 3:

Sheen:

Number of Coats:

PHOTOS: ATTACHED

Structure	North Elevation	East Elevation	South Elevation	West Elevation	
Primary					
Accessory 1					
Accessory 2					
Acessory 3					

PROPERTY OWNER ACKNOWLEDGEMENT:

Printed Name:

Signature:

Date:					
Rear Outbuilding: Bottom of front wall painted Red.					
Remove old telephone and cable wires before painting					
Utilities left a RAW					
Copper flashing from dormer down.					
Copper flashing on lt side of home: can it be removed?					
Bridge two tone color					
Sign on bridge paint					
Fence at back of house excluded					

Country Redwood
HC-183

Café Ole
2098-40



























RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the **25TH DAY OF MAY, 2022**, (the “*Effective Date*”) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and **DANIEL KRATZER**, (the “*Property Owner*”), whose Residential Property address is: **410 CHASE STREET, BLACK HAWK, CO 80422**.

RECITALS

- A.** The City has made certain proceeds of the Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the “*Residential Exterior Paint Program*”).
- B.** The Property Owner, who is the owner of a structure located at: **410 Chase Street, Black Hawk, CO 80422**, (the “*Residential Property*”) submitted an application under the Exterior Paint Program.

AGREEMENT

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

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **\$21,542.00 MAIN HOUSE + \$3,788.00 GARAGE = \$25,330.00** (the “***Grant***”) for the exterior paint of a Residential Property.

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

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

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

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

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

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

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

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

5. **Disbursement.**

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

6. **Termination of the Grant.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 31, 2022** (The “**Termination Date**”), the Property Owner’s right to be paid the Grant or any portion thereof shall automatically terminate.

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

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

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

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

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

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

If to the City:

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

If to the Property Owner: **Daniel Kratzer**
410 Chase Street, PO Box 113
Black Hawk, CO 80422

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

10. Miscellaneous:

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

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

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

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: _____
Daniel Kratzer

STATE OF COLORADO)
)ss.
COUNTY OF GILPIN)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2022, by _____.

My commission expires: _____

(S E A L)

Notary Public

241 HIGH STREET



Independent Painting

Mobile: 720-938-5398

PO Box 672

Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615
Email: Clinker@cityofblackhawk.org

Proposal No. 050422
Sheet No. 1
Date 05-04-22
Prepared by: Eric Miller
Work to be Performed at: 241 High St

Proposal

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

Exterior Repaint of 241 High St:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Prime exterior as needed using KILZ2 all purpose primer. *Was not included in previous years proposals*
3. Caulk as needed on any joints, cracks or gaps in siding, fascia, casing, etc.. *Was not included in previous years proposals*
4. Remove, repair, prime and repaint storm windows. *Was not included in previous years proposals*
5. Tape/Caulk all windows glass to sashes to insure a good seal on glass. *Was not included in previous years proposals*
6. Set any nails and or secure loose siding/trim as needed. *Was not included in previous years proposals*
7. Paint trim complete w/ 2 coats of Behr "Premium Plus" ext. satin:_____
8. Paint body complete w/ 2 coats of Behr "Premium Plus" ext. satin:_____
9. Paint accents (window sashes/ scrolled fascia) complete w/ 2 coats of Behr "Premium Plus" ext. satin

10. Sand, stain and clear coat 2 front entry doors to match existing.

11. Remove glass & repaint metal security doors in place using Krylon gloss black.

12. Fencing/door: sand/wire brush as needed, then spot prime rust inhibiting primer. Finish all fencing using up to two coats of Behr exterior "Urethane Enamel" semi-gloss black.

** Right to window caulked shut - remove caulking by homeowners contractor.*

*homeowner will be responsible for storage of security door glass.

*homeowner will be responsible for the removal of clean up of shrubbery and other misc. debris encroaching on fence.

**Homeowner responsible to remove all string/rope lights, trash/misc debris, all items*

** Exterior wooden stairs and handrail excluded. next to the structure(s), and remove pet waste daily*

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

** Replace rotten crown molding top of front door and left bottom window by homeowners contractor.*

\$ 12860.00

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

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

Quotation valid for _____ days.

Acceptance of Proposal

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

Signature _____ Date _____

RESIDENTIAL EXTERIOR PAINT PROGRAM SITE VISIT CHECKLIST					
241 HIGH ST					
TASK	COLOR	CONDITION			NOTES
		GOOD	FAIR	POOR	
MAIN HOUSE AND ADDITIONS					
Siding	Gray		<input checked="" type="checkbox"/>		
Trim	Red		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Crown molding above front door and front lower rt window is rotten. Need replaced.
Accents	White	<input checked="" type="checkbox"/>			
Soffit	Red				
Fascia	Red				
Corner Board Trim	Red				
Flashing	Red				
Roof Vents & Flashing	Raw	Drip edge raw			
Mechanical Vents Located within the Siding Match Siding Color		2 vents are painted on the left side bottom one is not			
Wood Front Door A	Refinish				
Wood Front Door A Trim	Red				
Wood Front Door B	None				
Wood Front Door B Trim	None				
Wood Side Door	Refinish				
Wood Side Door Trim	Red				
Aluminum Doors	Excluded				
Wood Windows	Red				
Wood Window Trim	Red				
Wood Window Sash					
Wood Storm Windows	Excluded				
Wood Storm Window Trim	Excluded				
Wood Storm Window Sash	Excluded				
Aluminum Windows/Frames	Excluded				
Shutters	None				
Foundation	Fill voids and paint entire foundation				
Downspouts	Same as body				
Gutters - Painted	Trim				
Gutters - Not Painted	Excluded				
Deck Floor	None				
Deck Steps	None				
Deck Rails	None				

Porch Floor	Cement				
Porch Ceiling	None				
Porch Steps	Cement				
Porch Rails	Excluded				
Porch Columns	None				
Shutters	None				
Cornice	White				
Exterior Light Fixtures	Direct-To-Metal (DTM) paint				
Metal Security Door	Direct-To-Metal (DTM) paint				
Metalwork	Repair Rust Direct-To-Metal (DTM) paint		Eric to look into		
Wrought Iron Fencing / Gates	Repair Rust Direct-To-Metal (DTM) paint		Eric go look into		
Wrought Iron Railings	Repair Rust Direct-To-Metal (DTM) paint		Eric go look into		
Wooden Fencing / Gates					
Vertical Concrete					
Horizontal Concrete	Excluded				
Radon System - Painted	None				
Radon System - Not Painted	Excluded				
Rock Walls	Excluded				

Address

ACCESSORY STRUCTURES

Siding		Same as main house			
Trim					
Accents					
Soffit					
Fascia					
Corner Board Trim					
Flashing					
Roof Vents & Flashing					
Mechanical Vents Located within the Siding Match Siding Color					
Garage Door					
Wood Front Door					
Wood Front Door Trim					
Wood Side Door					
Wood Side Door Trim					
Wood Windows					
Wood Window Trim					

Wood Window Sash					
Wood Storm Windows					
Wood Storm Window Trim					
Wood Storm Window Sash					
Aluminum Windows/Frames	Excluded				
Shutters					
Foundation	Fill voids and paint entire foundation				
Downspouts - Painted					
Downspouts - Not Painted	Excluded				
Gutters - Painted					
Gutters - Not Painted	Excluded				
Radon System - Painted					
Radon System - Not Painted	Excluded				
Vertical Concrete					
Horizontal Concrete	Excluded				
Rock Walls	Excluded				

TEMPOARY CONSTRUCTION EASEMENT:

Yes	No	
------------	-----------	--

NOTES:**Items covered under the Program:**

Include the preparation and painting of exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood windows, wood fences, metal fences, p

Items excluded from the Program:

include horizontal concrete, rock walls, aluminum doors, gutters, downspouts, and radon systems not previously painted.

APPROVED PAINT COLORS AND NUMBER OF COATS:

Body:	
Trim:	
Accent 1:	
Accent 2:	
Accent 3:	
Sheen:	
Number of Coats:	

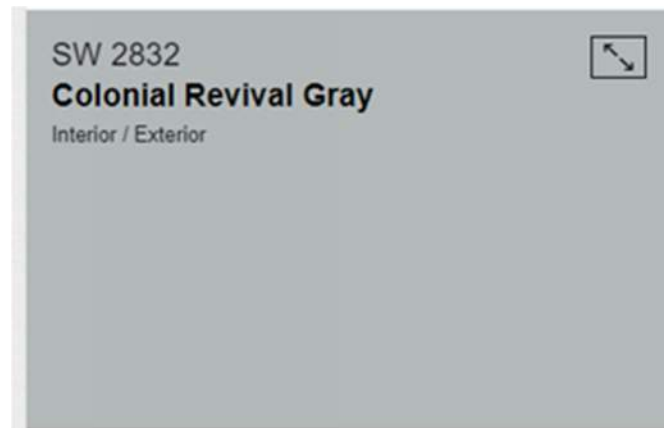
PHOTOS:

Structure	North Elevation	East Elevation	South Elevation	West Elevation	
Primary					
Accessory 1					
Accessory 2					
Acessory 3					

PROPERTY OWNER ACKNOWLEDGEMENT:

Printed Name:	
---------------	--

Signature:					
Date:					
Boared up on right side of house will be cleaned and painted by Eric.					
Utilities painted the same color as body of home					
Eric to put wrought iron fence painting into contract with caveat that it might not hold up.					
Rear stairs: Recommend leave the stairs raw possibly put a protectant on it					
Front and side outer metal doors will be excluded					
Right top window is caulked shut. Owner will need to cut open so that the underside window may be painted and repaired.					
Paint address numbers					
Crown molding on top of front door and left bottom window a rotten and need to be repaired.					



























RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the **25TH DAY OF MAY, 2022**, (the “*Effective Date*”) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and **JESSE QUINTANA**, (the “*Property Owner*”), whose Residential Property address is: **241 HIGH STREET, BLACK HAWK, CO 80422**.

RECITALS

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

AGREEMENT

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

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **\$12,860.00** (the “**Grant**”) for the exterior paint of a Residential Property.

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

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

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

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

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

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

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

5. **Disbursement.**

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

6. **Termination of the Grant.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 31, 2022** (The “**Termination Date**”), the Property Owner’s right to be paid the Grant or any portion thereof shall automatically terminate.

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

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

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

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

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

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

If to the City:

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

If to the Property Owner: **Jesse Quintana**
241 High Street, PO Box 435
Black Hawk, CO 80422

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

10. Miscellaneous:

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

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

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

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: _____
Don Murphy
POA for Jesse Quintana

STATE OF COLORADO)
)ss.
COUNTY OF GILPIN)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2022, by _____.

My commission expires: _____

(S E A L)

Notary Public

RESIDENTIAL EXTERIOR PAINT PROGRAM POWER OF ATTORNEY

I, the undersigned, Jesse Quintana,
(Owner Name)

legal Property Owner of 241 High St,
(Physical Street Address)

Black Hawk, Colorado, 80422,
(City) (State) (Zip Code)

do hereby appoint, Don Murphy,
(Agent - Full Legal Name)

residing at 168 Timber Dr. Black hawk Colorado 80422,
(Physical Street Address)

Black Hawk, Colorado, 80422,
(City) (State) (Zip Code)

As my Attorney-in-Fact ("Agent").

~~If my Attorney-in-Fact named above "Agent" is unable to serve for any reason, I do hereby
designate _____,
(Successor Agent - Full Legal Name)~~

~~as my Successor Attorney-in-Fact "Agent," residing at _____,
(Physical Street Address)~~

~~_____, _____, _____,
(City) (State) (Zip Code)~~

I hereby revoke all general Powers of Attorney that previously have been signed by me. However, the preceding sentence shall not have the effect of revoking any Powers of Attorney that are directly related to my health care that I previously signed.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not limited to, the power to:

- 1) Act on my behalf in working with the City of Black Hawk to sign any documents to participate in the Residential Exterior Paint Program.
- 2) Review, approve and acknowledge each invoice by placing a signature or initials on each invoice (pay application) submitted to the City with the paperwork for a payment request.
- 3) Approve the work that will be done on my home and sign the disbursement checks that will be received from the City of Black Hawk, over to the Contractor.

This Power of Attorney shall remain in effect until revoked by me at any time by providing written notice to my Agent, City of Black Hawk, and other interested third parties.

In the presence of the undersigned witnesses:

WITNESS 1

Name: Tonya McNeill
 Address: 203 Eureka St. Central City, Co. 80427
 Signature: Tonya McNeill

WITNESS 2

Name: Michelle Combs
 Address: 203 Eureka St. Central City Co 80427
 Signature: Michelle Combs

By: Jesse Quintana
 (Property Owner) Jesse Quintana

STATE OF COLORADO)

COUNTY OF Gilpin) ss.

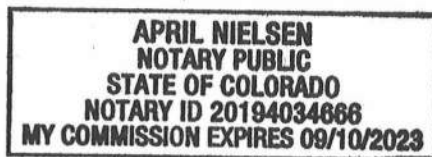
The foregoing instrument was subscribed, sworn to, and acknowledged before me this
3rd day of March,

2022, by April Nielsen,

Legal Property Owner of 241 High St, Jesse Quintana, Black Hawk, CO 80422.

My commission expires: April Nielsen 9/10/2023

(S E A L)



111 HILLSIDE STREET



Independent Painting

Mobile: 720-938-5398

PO Box 672

Central City, CO 80427

Name: City of Black Hawk
c/o Cynthia Linker
Address: 211 Church St
Black Hawk, CO 80422
Phone: 303-582-0615
Email: Clinker@cityofblackhawk.org

Proposal No. 050522
Sheet No. 1
Date 05-05-22
Prepared by: Eric Miller
Work to be Performed at: 111 Hillside

Proposal

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

Exterior Repaint of 111 Hillside:

1. Power-wash complete to remove flaking paint, dirt, debris, etc..
2. Prime exterior as needed using KILZ2 all purpose primer. *Was not included in previous years proposals*
3. Caulk as needed on any joints, cracks or gaps in siding, facia, casing, etc.. *Was not included in previous years proposals*
4. Tape/Caulk all windows glass to sashes to insure a good seal on glass. *Was not included in previous years proposals*
5. Set any nails and or secure loose siding/trim as needed. *Was not included in previous years proposals*
6. Paint body complete w/ 2 coats of Behr "Premium Plus" ext. satin:_____
7. Paint trim complete w/ 2 coats of Behr "Premium Plus" ext. satin:_____
8. Prime both decks and apply 2 coats of Behr "Porch & Patio" ext. enamel_____

*sunburst detail excluded *Clear coat only*

**Homeowner responsible to remove, store, reattach window screens*

**Homeowner responsible to remove all string/rope lights, trash/misc debris, all items next to the structure(s), and remove pet waste daily*

**Deck off 2nd floor bedroom excluded.*

**Two staircases and bench located on 2nd level behind house excluded due to deterioration.*

**The two sheds located on the asphalt driveway excluded by homeowner.*

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

\$17970.00

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

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

Quotation valid for _____ days.

Acceptance of Proposal

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

Signature _____ Date _____

RESIDENTIAL EXTERIOR PAINT PROGRAM SITE VISIT CHECKLIST					
111 HILLSIDE ST					
TASK	COLOR	CONDITION			NOTES
		GOOD	FAIR	POOR	
MAIN HOUSE AND ADDITIONS					
Siding	Peach		<input checked="" type="checkbox"/>		
Trim	Green		<input checked="" type="checkbox"/>		
Accents	None				Sunburst: Do not repaint but clear coat if possible
Soffit	Green				
Fascia	Green				
Corner Board Trim	Green				
Flashing					
Roof Vents & Flashing	Green				
Mechanical Vents Located within the Siding Match Siding Color	Painted			<input checked="" type="checkbox"/>	
Wood Front Door A	Peach				
Wood Front Door A Trim	Green				
Wood Front Door B	Peach				
Wood Front Door B Trim	Green				
Wood Side Door					
Wood Side Door Trim					
Aluminum Doors	Excluded				
Wood Windows	Peach				
Wood Window Trim	Green				
Wood Window Sash					
Wood Storm Windows	Excluded				
Wood Storm Window Trim	Excluded				
Wood Storm Window Sash					
Aluminum Windows/Frames	Excluded				
Shutters	None				
Foundation	Fill voids and paint entire foundation				
Downspouts	Peach			<input checked="" type="checkbox"/>	Broken and missing
Gutters - Painted	Green			<input checked="" type="checkbox"/>	Broken and missing
Gutters - Not Painted	Excluded				
Deck Floor	Solid body stain				
Deck Steps	Solid body stain				
Deck Rails	Peach				
Porch Floor	Peach				

Porch Ceiling	None				
Porch Steps	None				
Porch Rails	Peach				
Porch Columns	None				
Shutters	None				
Cornice	None				
Exterior Light Fixtures	Direct-To-Metal (DTM) paint				
Metal Security Door	Direct-To-Metal (DTM) paint				
Metalwork	Repair Rust Direct-To-Metal (DTM) paint	Exclude			
Wrought Iron Fencing / Gates	Repair Rust Direct-To-Metal (DTM) paint	Exclude			
Wrought Iron Railings	Repair Rust Direct-To-Metal (DTM) paint	Exclude			
Wooden Fencing / Gates					
Vertical Concrete	Peach				Gutters on back of home are missing and rain is running down into the back of the home at foundation.
Horizontal Concrete	Excluded				
Radon System - Painted	None				
Radon System - Not Painted	Excluded				
Rock Walls	Excluded				
Address					
ACCESSORY STRUCTURES					
Siding		Accessory Structure Excluded			
Trim					
Accents					
Soffit					
Fascia					
Corner Board Trim					
Flashing					
Roof Vents & Flashing					
Mechanical Vents Located within the Siding Match Siding Color					
Garage Door					
Wood Front Door					
Wood Front Door Trim					
Wood Side Door					
Wood Side Door Trim					
Wood Windows					
Wood Window Trim					

Wood Window Sash					
Wood Storm Windows					
Wood Storm Window Trim					
Wood Storm Window Sash					
Aluminum Windows/Frames	Excluded				
Shutters					
Foundation	Fill voids and paint entire foundation				
Downspouts - Painted					
Downspouts - Not Painted	Excluded				
Gutters - Painted					
Gutters - Not Painted	Excluded				
Radon System - Painted					
Radon System - Not Painted	Excluded				
Vertical Concrete					
Horizontal Concrete	Excluded				
Rock Walls	Excluded				
TEMPOARY CONSTRUCTION EASEMENT:					
Yes	No				
NOTES:					
Items covered under the Program: Include the preparation and painting of exterior siding, soffits, eaves, trim, metalwork, decks, porches, exterior wood doors, wood windows, wood fences, metal fences, p					
Items excluded from the Program: include horizontal concrete, rock walls, aluminum doors, gutters, downspouts, and radon systems not previously painted.					
APPROVED PAINT COLORS AND NUMBER OF COATS:					
Body:					
Trim:					
Accent 1:					
Accent 2:					
Accent 3:					
Sheen:					
Number of Coats:					
PHOTOS:					
Structure	North Elevation	East Elevation	South Elevation	West Elevation	
Primary					
Accessory 1					
Accessory 2					
Acessory 3					
PROPERTY OWNER ACKNOWLEDGEMENT:					
Printed Name:					

Signature:					
Date:					
Do not paint Sunburst but a clear coat over it to save the paint					
Back deck and stairs not to be touched					
Utilities paint to match					
Property needs to be cleaned up from trash and dog excrement before painting can commence.					





















RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT

THIS RESIDENTIAL EXTERIOR PAINT PROGRAM AGREEMENT (the “*Agreement*”) is made as of the **25TH DAY OF MAY, 2022**, (the “*Effective Date*”) by and between the ***CITY OF BLACK HAWK***, a municipal corporation organized and existing under the laws of the State of Colorado (the “*City*”) and **LINDA ARMBRIGHT**, (the “*Property Owner*”), whose Residential Property address is: **111 HILLSIDE STREET, BLACK HAWK, CO 80422**.

RECITALS

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

AGREEMENT

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

1. Exterior Paint Grant.

1.1 Grant. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to **\$17,970.00** (the “**Grant**”) for the exterior paint of a Residential Property.

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

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

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

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

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

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

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

5. **Disbursement.**

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

6. **Termination of the Grant.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **October 31, 2022** (The “**Termination Date**”), the Property Owner’s right to be paid the Grant or any portion thereof shall automatically terminate.

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

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

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

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

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

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

If to the City:

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

If to the Property Owner: **Linda Armbright**
111 Hillside Street, PO Box 183
Black Hawk, CO 80422

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

10. Miscellaneous:

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

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

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

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

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

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

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

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

CITY OF BLACK HAWK

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

PROPERTY OWNER

By: _____
Linda Armbricht

STATE OF COLORADO)
)ss.
COUNTY OF GILPIN)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2022, by _____.

My commission expires: _____

(S E A L)

Notary Public

RESOLUTION 40-2022
A RESOLUTION
APPROVING A FIRST
AMENDMENT TO THE
PROFESSIONAL
SERVICES AGREEMENT
WITH BASELINE
ENGINEERING FOR THE
DESIGN OF THE PUBLIC
WORKS DETENTION
POND AND PUBLIC
WORKS STORAGE YARD
IN THE AMOUNT NOT TO
EXCEED \$34,555.00

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

Resolution No. 40-2022

**TITLE: A RESOLUTION APPROVING A FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH BASELINE
ENGINEERING FOR THE DESIGN OF THE PUBLIC WORKS
DETENTION POND AND PUBLIC WORKS STORAGE YARD IN THE
AMOUNT NOT TO EXCEED \$34,555.00**

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

Section 1. The City Council hereby approves the First Amendment to the Professional
Services Agreement with Baseline Engineering for the design of the Public Works Detention Pond
and Public Works Storage Yard in the amount not to exceed Thirty-Four Thousand, Five Hundred
Fifty-Five Dollars (\$34,555.00), and authorizes the Mayor to execute the same on behalf of the
City.

RESOLVED AND PASSED this 25th day of May, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of the First Amendment to the Professional Services Agreement for design of the PW Detention Pond and the newly created PW storage yard with Baseline Engineering in an amount not to exceed \$34,555.00.

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

MOTION TO APPROVE Resolution 40-2022, a Resolution approving a First Amendment to the Professional Services Agreement with Baseline Engineering for the design of the Public Works detention pond and Public Works storage yard in the amount not to exceed \$34,555.00.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The PW Detention pond modification design is progressing, but the recent addition of the newly created PW storage yard has added to the complications of the design. The newly created storage yard will add additional storm drainage to the detention system as well as require additional inlets and storm drains to collect the drainage. The detention and storage areas also will require lighting and paving. Security fences and cameras may also be added. Surveying is required to establish grades and areas for the future paving. Once the design is completed, pending any other scope changes, we should be able to put together a bid package and bid out the project. This change order accounts for some additional scope changes not yet identified. The original budget included a \$300,000 line item for the detention pond conversion construction. Once this design work is further along, a better estimate of construction costs can be generated. Pending any other scope changes and with the massive increase in material costs the City should not be surprised to be in the \$750,000 order of magnitude for this project.

AGENDA DATE: May 25, 2022

WORKSHOP DATE: May 25, 2022

FUNDING SOURCE: 305-3101-431-75-26, 305-3101-431-75-07

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

STAFF PERSON RESPONSIBLE: Tom Isbester

DOCUMENTS ATTACHED: First Amendment

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

FIRST AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES

This FIRST AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES (this "Amendment") is made by and between Baseline Engineering Corporation, a Colorado corporation ("Baseline") and the City of Black Hawk, a municipality ("Client"), effective as of April 29, 2022 ("Effective Date").

Recitals

A. Client and Baseline entered into a STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES, dated October 14, 2021 (the "Original Agreement"), under which Baseline performed professional services for Client's Project, as delineated on Exhibit "A" to the Original Agreement.

B. The professional services performed by Baseline for Client were conducted to the satisfaction of the parties, and each desires to amend the Original Agreement to provide for additional professional services, in accordance with the terms and provisions of this Amendment.

NOW THEREFORE, in consideration of the recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Client and Baseline agree as follows:

1. Defined Terms. Capitalized terms used, but not otherwise defined herein, have the meanings ascribed to them in the Original Agreement.

2. Additional Services. Sections A.1, A.2, and A.3 of Attachment A of the Original Agreement (Project and Scope), **are amended with the following:**

A.1 Statement of Services

In accordance with the provisions of Section 1, Baseline agrees to perform the services described below:

1. Topographic. The area to the west of the proposed site, including the newly created ground to the southwest of the site, will be surveyed to create topographic mapping, drainage design and for the addition of lighting.

2. Site Redesign. The Civil Construction Documents will be redone with a new Site Layout, Horizontal Control Plan, Detailed Grading Plan, Erosion Control Plan, Site Utility Plan, Storm Plan and Profiles, and Details.

3. Drainage Design and Supporting Calculations. The drainage design will be redone to address the changes to the Site Design as well as the design of an additional inlet to capture flows the newly created ground.

4. Project Specifications and Cost Estimate. The specifications and general conditions for inclusion into the bid package as well as tabulation of quantities will be redone.

5. Geotechnical Report. The Geotechnical Report will be removed as a deliverable and the analysis will not be performed.

6. Lighting Design. Baseline will subcontract with R.J. McNutt and Associates to design lighting for the storage area that will go above the proposed underground detention pond, the newly created ground to the southwest of the Site, and the existing storage to the west of the Site.

A.2 Project Schedule

The overall project delivery schedule will be produced with the input from the project team once the project is recommenced.

A.3 Deliverables

1. Revised Drainage Letter and Calculations
2. Revised Civil Construction Documents
3. Revised Project Specifications
4. Revised Engineer's Cost Estimate
5. Lighting Design Documents

1. Compensation. Section C.1 of Attachment C of the Original Agreement (Compensation), is adjusted as follows:

C.1. Payment Provisions

Original Contract Amount:	\$ 36,795
Change Order Amount:	\$ 24,555
TOTAL NEW CONTRACT AMOUNT:	\$ 61,350

2. Authority. Each party represents to the other party that it has the full right and authority to enter into this Amendment, that each of the persons executing this Amendment are authorized to do so, and that this Amendment constitutes a valid and legally binding obligation of such party, enforceable in accordance with its terms.

3. Ratification. Each party acknowledges, confirms and agrees that, as of the Effective Date, neither party has claims against the other, and no party is in default under the terms of the Original Agreement.

4. Full Force and Effect. Except as expressly amended herein, all other terms and conditions of the Original Agreement remain unchanged and in full force and effect.

5. Captions. The captions of this Amendment are for convenience and reference only, and are not a part of this Amendment, and in no way amplify, define, limit or describe the scope or intent of this Amendment, nor in any way affect this Amendment.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimile signatures and/or signatures scanned and emailed shall be treated for all purposes as original signatures.

IN WITNESS WHEREOF, Baseline and Client have executed this Amendment effective as of the Effective Date.

Baseline Engineering Corporation

Signature

Signature

Name

Name

Title

Title

RESOLUTION 41-2022
A RESOLUTION
APPROVING THE PART-
TIME JOB DESCRIPTION
FOR THE CITY OF BLACK
HAWK WATER
DEPARTMENT

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

Resolution No. 41-2022

**TITLE: A RESOLUTION APPROVING THE PART-TIME JOB DESCRIPTION
FOR THE CITY OF BLACK HAWK WATER DEPARTMENT**

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 part-time job description for the
Water Resource Engineer in the Black Hawk Water Department more particularly described in
Exhibit A to this Resolution, attached hereto and incorporated herein by this reference

RESOLVED AND PASSED this 25th day of May, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of the job description for the Part-Time Water Resource Engineer.

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

MOTION TO APPROVE Resolution 41-2022, a Resolution approving the part-time job description for the Water Resource Engineer in the Black Hawk Water Department.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The current City Water Manager provided ample notice that he was going to retire June 1st. The Denver metropolitan area is currently ranked Number 2 as the best place for civil engineers. Last year the area was ranked 3rd. As such the current market for engineers has made it incredibly difficult to find a replacement and fill the position. In 7 months of various advertising we have received only 2 moderately qualified applicants and they both turned down the position.

The current water manager has graciously agreed to work remotely on a very part time basis to assist the City with the many ongoing projects and operations issues.

AGENDA DATE: May 25, 2022

FUNDING SOURCE: Personnel Line Items for Public Works Water Division

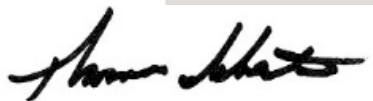
STAFF PERSON RESPONSIBLE: Thomas Isbester

DOCUMENTS ATTACHED: Part Time Water Resource Engineer Job Description

RECORD: [☐]Yes [☐]No

CITY ATTORNEY REVIEW: [☐]Yes [☐]N/A

SUBMITTED BY:



Thomas Isbester,
Public Works Director

REVIEWED BY:



Stephen N. Cole
City Manager

CITY OF BLACK HAWK 2022 Job Description

JOB TITLE: Part Time Water Resource Engineer	DEPARTMENT: Public Works
REPORTS TO: Public Works Director	EXEMPT: No
SALARY RANGE: \$205/hr	
TIME COMMITMENT: NTE 10 hours per week	

SUMMARY

This is highly responsible work in planning and coordinating a variety of capital programs/projects in the Public Works and Water Departments. This position includes capital improvement project contract administration and coordination, review of projects related to utility improvements, long-range planning activities, and monitoring existing programs and activities related to Water Operations and Resources. Work is performed with latitude for independent judgment and action and is reviewed by the Director of Public Works through observation, conferences, reports, and achievement of desired objectives. May develop intergovernmental agreements with other agencies concerning water rights, land purchases, water system interconnects, water storage, etc. Prepare written reports and memorandums.

SUPERVISION RECEIVED AND EXERCISED

Direction provided by the Public Works Director. Works closely with and coordinates with Water Department Superintendent.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Review and approve construction plans, plats, specifications, and quantity lists for a variety of water, water resources, and other construction, repair, or modification projects.
- Reviews and approves standards, specifications, water rate adjustments, ordinance requirements, and regulations applied by the City and researches latest developments to determine what changes should be made and their probable impact, including intergovernmental agreements.
- Reviews proposed Public Works and Water projects, their need and impact on development with the planning staff, and develops priorities and cost estimates as part of a long-range proposed capital improvement program.
- Prepares contracts and negotiates revisions and changes to agreements, MOUs, and contracts.
- Reviews plans, specifications, and contract documents prepared by consulting engineers or private contractors for propriety, adequacy, and accuracy.
- Assists with and coordinates with Water Superintendent for completion of Water Operations and Water Resources Capital Improvement Projects.
- Manage Consultants and conducts Environmental Impact Studies for water resources and water treatment projects.
- Reviews and makes revisions and updates to City water master plans and technical specifications.
- Report regularly to Public Works Director regarding project status, design, and construction issues.
- Coordinates with State Engineer's Office and District Water Commissioner for

administration of water rights.

- Design of small projects as may be required and ability to clearly write reports, memoranda, and documents for City Council.

OTHER DUTIES AND RESPONSIBILITIES

- Coordinates with water rights consulting engineers for monthly water rights accounting.
- Consults with water rights attorney for water rights legal documents.
- Assists water attorneys and water engineers with water court cases, including participation in water court proceedings and providing legal testimony if necessary at additional cost.
- Serves as staff liaison to Clear Creek County for operation and maintenance of the Green Lake Water Storage Project.
- Serves as staff liaison to the Town of Georgetown for operation and maintenance of Georgetown Lake.
- Work with various ditch companies for proper delivery and accounting of water rights.
- Coordinate with Water Department for the operation of raw water system, raw water storage, assets, diversions, and associated necessary infrastructure.

KNOWLEDGE, SKILLS, AND ABILITIES

- Considerable knowledge of utilities and water resources, capital improvement projects, and operations, principles and practices as related to treatment plants, field operation activities, and water resources facilities, including hydraulic modeling, controls, and SCADA systems.
- Ability to conduct and evaluate engineering and technical studies and analysis on various programs to determine recommendations based on the information received.
- Thorough understanding of City codes, ordinances, regulations, and standards governing public utility facilities construction, maintenance, and repair.
- Ability to make public presentations, present ideas, data, and reports clearly and concisely both verbally and in written form.
- Respond tactfully and courteously to public inquiries and complaints.
- Present a professional, courteous, competent image that will reflect well on the Department and the City.
- Ability to utilize appropriate utilities and water resources technologies and transfer their usage to relevant areas of work.
- Ability to establish and maintain effective working relationships with supervisors, employees, consultants, contractors, State and Federal officials, and other people contacted in the course of a workday.
- Understand and carry out oral and written instructions.
- Considerable knowledge of the principles and practices of civil engineering as it relates to Public Works and Utilities projects.
- Materials, methods, equipment, and tools used in capital project construction work.
- Ability to make difficult engineering computations and to design a variety of standard and complex Public Works and Utilities projects quickly and accurately.
- Knowledge of current and innovative computer applications is desired, such as GIS and water distribution modeling.

- Knowledge of water rights and administration.

EDUCATION, EXPERIENCE AND FORMAL TRAINING

Graduation from an accredited college or university with major coursework in civil engineering or related field and considerable experience in civil engineering work. Seven (7) years of increasingly progressive responsible Public Works and Utilities design/review and construction experience required. Professional Engineer (P.E.) registration in the State of Colorado.

MATERIAL AND EQUIPMENT DIRECTLY USED

Computer terminals, keyboards, personal computer, telephone, cellular phone, facsimile machines, calculator, photocopier, survey equipment, and computer software programs.

WORKING ENVIRONMENT/PHYSICAL ACTIVITIES

This position involves primarily office work; vision for reading and interpreting information; speech, communication; and having to maintain communications with regulators, consultants, contractors, and employees.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is regularly required to sit; use hands and fingers, talk or hear, handle, or feel objects, tools, or controls; reach with hands and arms. Specific vision abilities required by this job include close vision, peripheral vision, depth perception, and the ability to adjust focus.

COMMENTS

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

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

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

Signature: _____

Date: _____

RESOLUTION 42-2022
A RESOLUTION
AUTHORIZING THE
MAYOR TO EXECUTE A
QUITCLAIM DEED ON
BEHALF OF THE CITY TO
A NEWLY REGISTERED
ELECTOR QUALIFIED TO
SERVE ON THE SILVER
DOLLAR METROPOLITAN
DISTRICT

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

Resolution No. 42-2022

**TITLE: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
QUITCLAIM DEED ON BEHALF OF THE CITY TO A NEWLY
REGISTERED ELECTOR QUALIFIED TO SERVE ON THE
SILVER DOLLAR METROPOLITAN DISTRICT**

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

Section 1. Consistent with the Eighth Amendment to the Service Plan of the Silver Dollar Metropolitan District (the "District"), and based on the City's ownership of certain property within the boundaries of the District, the City Council hereby authorizes the Mayor to execute a Quitclaim Deed on behalf of the City to Michelle Shriver as a qualified elector, upon recommendation of the District, and to serve on the Board of Directors of the District.

RESOLVED AND PASSED this 25th day of May, 2022.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK REQUEST FOR COUNCIL ACTION

SUBJECT: Quitclaim Deed for a Silver Dollar Metropolitan District Registered Elector.

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

MOTION TO APPROVE Resolution 42-2022 A Resolution authorizing the Mayor to execute a Quitclaim Deed on behalf of the City to Michelle Shriver as a qualified elector, and to serve on the Silver Dollar Metropolitan District Board of Directors.

AGENDA DATE: May 25, 2022

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ N/A

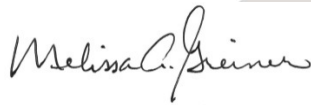
STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk
Administrative Services Director

DOCUMENTS ATTACHED: N/A

RECORD: ☐ Yes ☒ No

CITY ATTORNEY REVIEW: ☒ Yes ☐ N/A

SUBMITTED BY:



Melissa Greiner, CMC
City Clerk/Administrative Services Director

REVIEWED BY:



Stephen N. Cole
City Manager

Consideration less than \$500 — no documentary fee required

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of May, 2022, between the CITY OF BLACK HAWK, a Colorado home rule municipality, whose address is 201 Selak Street, Black Hawk, CO 80422 ("Grantor"); and Michelle Shriver ("Grantee").

WITNESSETH, that Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed and QUITCLAIMED, and by these presents does grant, bargain, sell convey and QUITCLAIM to Grantee, as a joint tenant with right of survivorship, an undivided ONE PERCENT (1%) interest in and to all of Grantor's right, title, interest, claim and demand in and to the real property, together with all improvements, if any, situate, lying and being in the County of Gilpin, and State of Colorado as follows:

See Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee, her heirs, successors and assigns for so long as Grantee is a member of the Board of Directors of the Silver Dollar Metropolitan District ("Board"). If Grantee resigns or otherwise ceases to be qualified to be a member of said Board at any point in the future, this deed shall become null and void as to Grantee, and all such Grantee's right, title and interest of, in and to the above-described premises shall automatically revert to the Grantor. Any such reverter may be, but shall not be required to be, evidenced by the recording of a notice of such reverter in the real property records of the Gilpin County Clerk and Recorder.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed on the Date set forth above.

[remainder of page intentionally left blank; signature page follows]

Signed this _____ day of May, 2022.

CITY OF BLACK HAWK, COLORADO

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

STATE OF)
) ss.
COUNTY OF GILPIN)

The foregoing instrument was acknowledged before me this _____ day of May, 2022,
by David D. Spellman, as the Mayor of the City of Black Hawk, Colorado.

My commission expires: _____

Witness my hand and official seal. _____
Notary Public

Exhibit A

Legal Description

City of Black Hawk, Lots 8, 9 & 10 of Block 12 less Highway r-o-w, City of Black Hawk, County of Gilpin, State of Colorado

