



## REGULAR MEETING AGENDA

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

August 11, 2021  
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. INTRODUCTION OF NEW EMPLOYEE: Alicia Marotti, Communications Officer I

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

#### 7. APPROVAL OF MINUTES: July 28, 2021

#### 8. PUBLIC HEARINGS:

- A. CB21, An Ordinance Approving the Intergovernmental Agreement Between the City of Black Hawk and Gilpin County Regarding the November 2, 2021 Special Election
- B. CB22, An Ordinance Calling for a November 2, 2021, Special Election to be Conducted as a Coordinated Mail Ballot Election Pursuant to the Colorado Municipal Election Code, Submitting Ballot Questions and Setting the Ballot Titles Thereof
- C. CB23, An Ordinance Amending Section 8-91 of the Black Hawk Municipal Code Regarding the Definition of Recreational Vehicle and Equipment Residential Permits

#### 9. ACTION ITEMS:

- A. Resolution 54-2021, A Resolution Appointing Robert Mack to be a City of Black Hawk Associate Municipal Court Judge
- B. Resolution 55-2021, A Resolution Approving the Acquisition of Benches, Trash Cans, and a Picnic Table for the Hard District to Include the Gregory Plaza for an Amount Not To Exceed \$60,617.25

#### 10. CITY MANAGER REPORTS:

#### 11. CITY ATTORNEY:

#### 12. EXECUTIVE SESSION:

Executive Session to hold a conference with the City's Attorney to receive legal advice on public health orders, pursuant to C.R.S. § 24-6-402(4)(b), and to instruct negotiators regarding City owned land on Artisans Point and Gregory Street Plaza and leases of 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



## **CITY OF BLACK HAWK NEW EMPLOYEE INTRODUCTION**



### **ALICIA MAROTTI** **COMMUNICATIONS OFFICER I**

Alicia Marotti previously worked for the Black Hawk Police Department, from 2011 to 2018, as a Communications Officer for six years and the Evidence and Property Technician for one year. After a tough year of pandemic, she is grateful to have been invited back to the Communications Department and appreciates the opportunity to continue to grow with the City of Black Hawk.

She has lived in Denver, Colorado for a decade, but before that she worked as a 9-1-1 dispatcher in St. Petersburg, FL and Nashville, TN and has over 13 years of Communications experience. In 2010, she graduated summa cum laude with a Bachelor of Fine Arts degree in Interior Architecture and Design, with an understudy in Art History.

She loves to travel the world, read, write, hike with her corgi, and crochet.

Alicia Thank you for your time and for having me back! ♥



**City of Black Hawk  
City Council**

**July 28, 2021**

**MEETING MINUTES**

City of Black Hawk resident Sean Conway 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, July 28, 2021, 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, Fire Chief Woolley, Police Chief Moriarty, Finance Director Hillis, Public Works Director Isbester, Community Planning & Development Director Linker, and Deputy City Clerk Martin.

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

3. **AGENDA CHANGES:** Deputy City Clerk Martin confirmed that Agenda Item #5, the introduction of the new employee, and Agenda Item #9A, Resolution 50-2021, were pulled from the agenda.

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

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

5. INTRODUCTION OF  
NEW EMPLOYEE:

Alicia Marotti, Communications Officer

This item was removed from today's agenda.

6. PUBLIC COMMENT:

Deputy City Clerk Martin confirmed Sean Conway had signed up to speak.

Mr. Conway, resident of 151 Marchant Street, introduced himself for the record. He wanted to thank the City for the wonderful paint program and how much it was appreciated. He also wanted to thank staff, namely Cynthia Linker, for her diligent work on the program. He acknowledged Gregory Street Plaza and told Council to keep up the good work and that they are doing a great job, thanking them for their public service. He added he was very honored to ring the bell today.

7. APPROVAL OF  
MINUTES:

July 14, 2021

**MOTION TO  
APPROVE**

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

**MOTION PASSED**

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

8. PUBLIC HEARINGS:

**A. CB20, An Ordinance Amending the City's Non-Exclusive Cable Television Franchise Agreement with CAP Cable, LLC, Known Locally as USA Communications**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann said this was a clean-up to the existing Franchise Agreement. There is a Headend Lease for the cable facilities located on City property, but the lease was never referenced in the Agreement. He said nothing else changed in the Agreement.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB20, an Ordinance amending the City's Non-Exclusive Cable Television Franchise Agreement with CAP Cable, LLC, known locally as USA Communications open and invited anyone wanting to address the Board either "for" or "against" the proposed Ordinance to come forward.

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

**MOTION TO  
APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve CB20, an Ordinance amending the City's Non-Exclusive Cable Television Franchise Agreement with CAP Cable, LLC, known locally as USA Communications.

**MOTION PASSED**

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

9. ACTION ITEMS:

**A. Resolution 50-2021, A Resolution Approving the Trademark License Agreement Between the Colorado Mountain Bike Association and the City of Black Hawk**

This was removed from today's agenda.

**B. Resolution 51-2021, A Resolution Approving the Memorandum of Understanding Between the Colorado Mountain Bike Association (COMBA) and the City of Black Hawk**

Mayor Spellman read the title.

City Manager Cole explained this Memorandum of Understanding was at the request of COMBA for fundraising purposes. He said it does not obligate the City for anything, yet it does lay the groundwork for a successful relationship between the City and COMBA.

**MOTION TO  
APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 51-2021, a Resolution approving the Memorandum of Understanding between the Colorado Mountain Bike Association and the City of Black Hawk.

**MOTION PASSED**

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

**C. Resolution 52-2021, A Resolution Approving the Contract to Buy and Sell Real Estate Between the City of Black Hawk as Buyer and Bonanza Land LLC as Seller**

Mayor Spellman read the title.

City Manager Cole is asking permission to purchase five additional lots to expand of the City's open space and park system. He noted that the

purchase price is \$77,000, yet he is asking for up to \$90,000 to cover the cost of surveying and title work. He added that the owner has not signed the contract yet but has found it to be satisfactory.

Mayor Spellman said what's unique about these mining claims is that a portion of them are within our growth area, and the balance is in Central City, so that is why surveying to verify the acreage involved is so important.

**MOTION TO  
APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 52-2021, a Resolution approving the contract to buy and sell real estate between the City of Black Hawk as buyer and Bonanza Land LLC as seller, subject to final review of the survey by the City Attorney and City Manager.

**MOTION PASSED**

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

**D. Resolution 53-2021, A Resolution Reappointing Three (3) Regular Members to the City of Black Hawk Historic Preservation Commission**

Mayor Spellman read the title.

Community Planning & Development Director Linker recommended the re-appointment of three HPC member terms expiring August 1. She said all three current members, Lynnette Hailey, Tonya Cadena-Barnett, and Karen Midcap, are in good standing and have submitted letters of interest.

**MOTION TO  
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 53-2021, a Resolution reappointing three (3) regular members to the City of Black Hawk Historic Preservation Commission.

**MOTION PASSED**

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

**10. CITY MANAGER  
REPORTS:**

City Manager Cole had nothing to report.

**11. CITY ATTORNEY:**

City Attorney Hoffmann had nothing to report.

12. EXECUTIVE  
SESSION:

City Attorney Hoffmann recommended item number 2 for Executive Session. The specific legal issues were in regards to potential legislation.

Mayor Spellman said the dedication of the Gregory Street Plaza would be rescheduled to next Spring to combine it with a future event.

**MOTION TO ADJOURN  
INTO EXECUTIVE  
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:12 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 3:32 p.m.

**MOTION PASSED**

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

13. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 3:32 p.m.

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Michele Martin, CMC  
Deputy City Clerk

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David D. Spellman  
Mayor

**COUNCIL BILL 21  
ORDINANCE 2021-21  
AN ORDINANCE  
APPROVING THE  
INTERGOVERNMENTAL  
AGREEMENT BETWEEN  
THE CITY OF BLACK  
HAWK AND GILPIN  
COUNTY REGARDING  
THE NOVEMBER 2, 2021  
SPECIAL ELECTION**



STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB21

ORDINANCE NUMBER: 2021-21

**TITLE: AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND GILPIN COUNTY REGARDING THE NOVEMBER 2, 2021 SPECIAL ELECTION**

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

Section 1. The Intergovernmental Agreement between the City of Black Hawk and Gilpin County regarding the City's November 2, 2021 Special Election, 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 11<sup>th</sup> day of August, 2021.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, CMC, City Clerk

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

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**SUBJECT:** Intergovernmental Agreement with Gilpin County for the November 2, 2021 Special Election

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

**MOTION TO APPROVE** Council Bill 21, An Ordinance Approving the Intergovernmental Agreement Between the City of Black Hawk and Gilpin County Regarding the November 2, 2021 Special Election

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City of Black Hawk proposed to conduct a fully coordinated election with Gilpin County on November 2, 2021.

**AGENDA DATE:** August 11, 2021

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** Administrative Services Election Line Item

**DEPARTMENT DIRECTOR APPROVAL:** ☒ Yes ☐ No

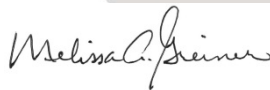
**STAFF PERSON RESPONSIBLE:** Melissa A. Greiner  
City Clerk/Administrative Services Director

**DOCUMENTS ATTACHED:** IGA

**RECORD:** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☒ Yes ☐ N/A

**SUBMITTED BY:**



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



Stephen N. Cole  
City Manager

**INTERGOVERNMENTAL AGREEMENT  
FOR 2021 COORDINATED ELECTION**

**THIS INTERGOVERNMENTAL AGREEMENT FOR 2021 COORDINATED ELECTION** ("Agreement") is entered into by and between Gilpin County (County) by the Gilpin County Clerk and Recorder, hereinafter referred to as "County Clerk", and the City of Black Hawk, hereinafter referred to as "City" (each a "Party" and collectively, the "Parties").

**RECITALS:**

- A. The City plans to conduct a special election on November 2, 2021, ("Special Election") pursuant and subject to statutory and constitutional authority and requirements including without limitation Colorado Constitution Art. X, § 20 ("TABOR").
- B. The City has requested the County conduct a coordinated election using the procedures described in C.R.S. § 1-7-116.
- C. The County is agreeable to conducting a coordinated election with the City subject to the terms of this Agreement.
- D. The coordinated election may include other jurisdictions holding elections.
- E. The County Clerk has agreed to perform the coordinated election services set forth herein in consideration for the performance by the City of its obligations and payment of election expenses, costs and fees as set forth herein.
- F. This Agreement is authorized by C.R.S. §§ 29-1-203, and 1-1-111, and 1-7-116(2).
- G. C.R.S. § 1-1-111(2) authorizes the City to contract with the County Clerk to perform all duties of the City Clerk, in connection with the conduct of the 2021 coordinated election.

**NOW, THEREFORE**, in consideration of their mutual promises contained herein, the Parties agree as follows:

- 1. **Purpose.** Pursuant to the terms of this agreement, the County Clerk and the City agree to the scheduling of a coordinated election on November 2, 2021. Such coordinated election involves more than one political subdivision with overlapping boundaries, and the County Clerk shall serve as the Coordinated Election Official for the political subdivisions involved in this election. This election shall be held under the provision of Title 1 of the Colorado Revised Statutes, hereafter identified as "the Code".
- 2. **Designation of Officials.** The County Clerk will serve as the "Election Official" to act as the primary liaison between the City and the County for the Coordinated Election. The City has designated Melissa A. Greiner, City Clerk, CMC, to act as the primary liaison between the City and the County Clerk as Coordinated Election Official.
- 3. **Election responsibilities**
  - a. **County Clerk.** Except as otherwise specifically provided in this agreement, the County Clerk will perform all duties, provide all services and supplies and render all decisions required under the Code which otherwise would have been the responsibility of the City Clerk, as City election official and officer in a non-coordinated election for the City of Black Hawk.

- i. **Ballots.** Duties include performing all services necessary for the City's coordinated mail ballot election, including preparation of mail ballots and mail ballot voter materials, including UOCAVA ballots, receiving and processing applications for mail ballots, arranging for printing of all mail ballots and official ballots, mailing mail ballot packages to all active registered electors eligible to vote in the City's November 2, 2021, coordinated election at the last mailing address appearing in the County Clerk's records, as well as receipt of mail ballot materials, and preparation for opening and counting of ballots.
    - ii. **Judges.** Duties also include appointing, training by conducting formal training sessions, paying, overseeing performance, and as required by law, providing written materials to a sufficient number of qualified election judges to adequately service the number of electors anticipated to vote at the coordinated election.
  - b. **City.** The City is responsible for the accuracy and legality of the information which it furnishes to the County and, subject to the limitations set forth herein, shall defend and hold harmless the County and the County Clerk from and against any claims or liability arising therefrom. Prior to the submission of the prepared ballot to the printer, the County Clerk will provide a proof of the ballot to the City. City shall then proofread the ballot and advise the County Clerk in writing of any changes or corrections within the 4-hour time period required by the County Clerk. The City shall certify its portion of the consolidated ballot to the County Clerk. The ballot content must be provided in Microsoft Word format, attached in an email to the County Clerk at elections@gilpincounty.org. The content must be formatted exactly as the City wishes it to appear on the November 2, 2021, ballot.
4. **Ballot Issue Notices.** The City shall certify the ballot content to the County Clerk by September 3, 2021, pursuant to C.R.S. § 1-5-203(3)(a). The City shall provide the full text of the ballot issue notice including all information required by law including, but not limited to, pro and con summaries of up to 500 words each, and fiscal information, to the County Clerk no later than 12:00 noon on September 17, 2021, pursuant to C.R.S. §§ 1-7-903(3) and 1-7-904. By that same date, the City shall provide the County Clerk with a list of out-of-county voters – active registered electors who do not reside within the County for purposes of mailing notice pursuant to C.R.S. § 1-7-906(2). The City shall be solely responsible for the notice's preparation, accuracy, and the language contained therein. The ballot content, information and pro and con summaries provided by the City to the County Clerk must be provided in Microsoft Word document format, attached in an e-mail to the County Clerk at elections@gilpincounty.org. The County Clerk shall be responsible for combining the City's text of the notice for all political subdivisions participating in the coordinated election. At least thirty (30) days before the election, the County Clerk as Coordinated Election Official shall mail the ballot issue notice to each address of active registered electors who reside in the County as required by law pursuant to C.R.S. § 1-7-906(1) as well as active registered electors who do not reside in the County pursuant to C.R.S. § 1-7-906(2), but in any case, not later than October 1, 2021, as required pursuant to Article X Section 20 (3) (b) of the Colorado Constitution. The City, however, shall be responsible for contacting the Gilpin County Assessor's Office to obtain a list of out-of-county voters and must provide that information to the County Clerk so that the- County Clerk can timely mail the required notice to each address of active registered electors who do not reside within the County pursuant to C.R.S. §1-7-906(2).
5. **Canvass of Votes.** The County Clerk shall select and appoint a board of canvassers to canvass the votes provided that the City at its option may designate one of its members or one eligible elector from the City to assist the County Clerk in the survey of the returns for the City. If the City desires to appoint one of its members or an eligible elector to assist, it shall make the appointment and notify the County Clerk

no later than fifteen (15) days prior to the election (October 18, 2021). The canvass of votes will be conducted by the County Clerk and will be completed no later than twenty-two (22) days after the election (November 24, 2021). Official results of the canvass will be provided to the City. Any certificates of election which are required by law to be forwarded to another division of government shall be the responsibility of the City. If the City determines that a separate canvass board is necessary, the City shall arrange for such board at the City's expense. The County Clerk will be present at such canvass and in no event will the election records leave the premises. In the event a recount of the City's election is necessary, such recount will be conducted by the County Clerk under the provisions provided by law at the expense of the City.

6. **Cancellation of Election.** If all or any portion of the City's portion of the election is cancelled under the provision of C.R.S. § 1-5-208(1.5), the City shall notify the County Clerk in writing by 4:30 PM, September 3, 2021. If all or any portion of the City's portion of the election is cancelled under the provisions of CRS § 1-5-208(2), the City shall notify the County Clerk in writing by 4:30 PM, October 8, 2021. The City will still be liable for all costs payable by City under this Agreement up to the point of cancellation of the election. The City shall provide notice by publication of the cancellation of the Election, and a copy of the notice shall be posted in the office of the County Clerk as the Coordinated Election Official.
7. **Payment of Costs.** The City shall pay the County Clerk for the City's pro rata share of the actual costs of services and supplies related to the conduct of the coordinated election, whether or not a cancellation or partial cancellation has occurred under paragraph 6 above. The City shall pay the actual costs within twenty (20) days of receipt of the County Clerk's invoice. The estimated costs for the conduct of the Election by the County Clerk under this Agreement including without limitation the cost of preparing this Agreement, are set forth in the attached **Exhibit A**. The Parties acknowledge and agree that if a partial cancellation of the election occurs in accordance with C.R.S. § 1-5-208(1.5), the City's pro rata share of actual costs may be lower than the estimate set forth in **Exhibit A**. City acknowledges that the actual costs of services and supplies is unknown at this time and that such costs may exceed estimated costs.
8. **Colorado Open Records Act. (CORA).** The City shall be primarily responsible for responding to requests under C.R.S. §24-72-201, *et seq.*, for inspection of public records relating to the City's election conducted pursuant to this Agreement. All such requests received by the County Clerk, shall be forwarded immediately to the City for response. The County Clerk will cooperate with the City in the collection and copying of records requested. The City shall be responsible for any determination required as to whether the election records requested may be inspected under CORA. The City shall hold harmless the County Clerk from any claims or liabilities arising from denial of inspection by the City and for any costs not otherwise reimbursed to the County Clerk for CORA request compliance or from litigation involving the County Clerk. The City shall assume all cost of defending the County Clerk against any such claims including without limitation attorney's fees and costs incurred by the County for the County Attorneys' representation of the County and County Clerk in such matters, provided that the County Clerk's actions are within her scope of authority under CORA.
9. **Election Challenges.** In the event of any challenge or other legal action contesting the election or the conduct of the election where the contest involves a City candidate or ballot issue, the City shall indemnify the County and shall bear all costs of the City and the County Clerk in defending such challenge or other legal action and of any liability resulting therefrom including costs, expenses, and attorney fees. The City shall retain the right to appoint special outside counsel to defend the City against any challenge or other legal action related to a City candidate or ballot issue. If a new election or other procedure must be conducted as a result of such challenge or recount or other legal action, the City shall pay its proportional share of actual costs of the new election or other procedure. Notwithstanding the

foregoing, if a court determines that an act or omission of the County Clerk or of the City made necessary the new election or other procedure, or if the court otherwise makes a determination regarding the comparative degree of fault or negligence of the County Clerk and the City, the Party more at fault shall pay the entire cost of any liability resulting therefrom and of any new election or other procedure ordered by a court, or the Parties shall pay all such costs related to the new election or other procedure in such amounts as may be determined by the court.

10. **General Provisions.** This Agreement may be amended only in writing and following the same formality as the execution of this initial Agreement. If any provision of the Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such holdings shall not affect the validity, legality, or enforceability of the remaining provisions.
11. **TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that the Agreement does not create a multi-fiscal-year direct or indirect debt or obligation within the meaning of TABOR and therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City’s current fiscal period ending upon the next succeeding December 31.
12. **Further Assurances.** The Parties shall execute any other documents and take any other action necessary to carry out the intent of this Agreement.
13. **Governing Law, Jurisdiction & Venue.** This Agreement and the rights of the Parties under it will be governed by and constructed in accordance with the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under this Agreement. Venue for any and all legal actions arising under this Agreement shall lie in the District Court for and in the County of Gilpin, State of Colorado.
14. **Paragraph Headings.** The paragraph headings in this Agreement are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.
15. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original. Delivery of an executed signature page by email transmission will constitute effective and binding execution and delivery of this Agreement.
16. **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.
17. **Immunities Preserved.** It is the intention of the Parties that this Agreement shall not be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunities Act, C.R.S. § 24-10-101, *et seq.*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

GILPIN COUNTY

CITY OF BLACK HAWK

By: \_\_\_\_\_  
Sharon McCormick  
Gilpin County Clerk and Recorder  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Linda Isenhardt, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_

## **Exhibit A**

### **Estimated Costs for City Election**

#### **November 2021**

86 (Active) Voters x \$3.18 cost per voter = \$273.48

Cost estimates include set up fees, postage, printing, processing, election judges

Legal - Attorney's Fees = \$0 at this time additional legal fees may apply in the event of subsequent legal consultation on election matters, challenges, or CORA requests or other election matters related to Black Hawk's election.

Total: \$ 273.48



**COUNCIL BILL 22  
ORDINANCE 2021-22  
AN ORDINANCE CALLING  
FOR A NOVEMBER 2, 2021,  
SPECIAL ELECTION TO  
BE CONDUCTED AS A  
COORDINATED MAIL  
BALLOT ELECTION  
PURSUANT TO THE  
COLORADO MUNICIPAL  
ELECTION CODE,  
SUBMITTING BALLOT  
QUESTIONS AND SETTING  
THE BALLOT TITLES  
THEREOF**

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

**COUNCIL BILL NUMBER: CB22**

**ORDINANCE NUMBER: 2021-22**

**TITLE: AN ORDINANCE CALLING FOR A NOVEMBER 2, 2021, SPECIAL ELECTION TO BE CONDUCTED AS A COORDINATED MAIL BALLOT ELECTION PURSUANT TO THE COLORADO MUNICIPAL ELECTION CODE, SUBMITTING BALLOT QUESTIONS AND SETTING THE BALLOT TITLES THEREOF.**

WHEREAS, the City of Black Hawk desires to conduct a special election on November 2, 2021; and

WHEREAS, Section 2 of Article III of the City of Black Hawk Home Rule Charter adopts by reference the Colorado Municipal Election Code of 1965;

WHEREAS, pursuant to the provisions of the Colorado Municipal Election Code, the Uniform Election Code, and the City's home rule authority regarding the conduct of its elections, the City desires to conduct its November 2, 2021, special election as a coordinated mail ballot election.

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

Section 1. The City hereby calls a special municipal election to be conducted on November 2, 2021.

Section 2. The following ballot questions shall be submitted to the registered electors of the City of Black Hawk at the November 2, 2021, special municipal election:

**Ballot Question No. 1: Device Tax on Live Stadium Games**

SHALL THE CITY OF BLACK HAWK TAXES BE INCREASED BY AN ESTIMATED FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$420,000.00) DOLLARS IN 2022 AND BY WHATEVER ADDITIONAL AMOUNTS ARE COLLECTED ANNUALLY IN SUBSEQUENT YEARS BY THE CREATION OF NEW CATEGORIES OF OCCUPATIONAL TAX TO BE CALCULATED AS FOLLOWS: (A) FOUR (4) TIMES THE OCCUPATIONAL TAX OTHERWISE LEVIED BY THE CITY UPON ANY TABLE GAMES APPROVED BY THE CITY AND THE COLORADO LIMITED GAMING CONTROL COMMISSION CONDUCTED BY LIVE DEALERS IN THE SAME MANNER AS CURRENTLY LEVIED BY THE CITY UPON BLACK JACK, CRAPS, AND ROULETTE; AND (B) AN OCCUPATIONAL TAX LEVIED SEPARATELY UPON EACH GAMING POSITION AT ELECTRONIC

BETTING TERMINALS ASSOCIATED WITH STADIUM GAMES OR OTHER MULTI-POSITION GAMES SUCH AS, WITHOUT LIMITATION, POKER, BLACK JACK, CRAPS, ROULETTE, AND KENO, THE PROCEEDS OF SUCH OCCUPATIONAL TAXES TO BE USED FOR GENERAL GOVERNMENTAL PURPOSES, AND SHALL THE CITY BE AUTHORIZED TO COLLECT AND SPEND THE FULL PROCEEDS OF SUCH TAX WITHOUT LIMITATION AND WITHOUT LIMITING THE EXPENDITURE OF OTHER REVENUES OR FUNDS UNDER ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION?

Yes \_\_\_\_\_

No \_\_\_\_\_

**Ballot Question No. 2: Device Tax On Sports Event Betting on Self-Service Betting Devices**

SHALL THE CITY OF BLACK HAWK TAXES BE INCREASED BY AN ESTIMATED SIX HUNDRED THIRTY THOUSAND DOLLARS (\$630,000.00) DOLLARS IN 2022 AND BY WHATEVER ADDITIONAL AMOUNTS ARE COLLECTED ANNUALLY IN SUBSEQUENT YEARS BY THE CREATION OF A NEW CATEGORY OF OCCUPATIONAL TAX TO BE CALCULATED AT FOUR (4) TIMES THE OCCUPATIONAL TAX LEVIED UPON A SINGLE GAMING DEVICE, TO BE LEVIED UPON SELF-SERVICE BETTING DEVICES FOR SPORTS EVENT BETTING LOCATED WITHIN LICENSED PREMISES IN BLACK HAWK, THE PROCEEDS TO BE USED FOR GENERAL GOVERNMENTAL PURPOSES, AND SHALL THE CITY BE AUTHORIZED TO COLLECT AND SPEND THE FULL PROCEEDS OF SUCH TAX WITHOUT LIMITATION AND WITHOUT LIMITING THE EXPENDITURE OF OTHER REVENUES OR FUNDS UNDER ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION?

Yes \_\_\_\_\_

No \_\_\_\_\_

Section 3. The November 2, 2021, special municipal election shall be conducted as a coordinated mail ballot election.

Section 4. 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 5. 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 6. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. The Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED, AND ORDERED POSTED this 11<sup>th</sup> day of August, 2021.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, CMC, City Clerk

# **CITY OF BLACK HAWK**

## **REQUEST FOR COUNCIL ACTION**

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**SUBJECT:** Request for approval of the Ordinance calling for a Special Election, Submitting Ballot Questions, and Setting Ballot Question Titles for the November 2, 2021 Special Election Conducted as a Coordinated Mail Ballot Election with Gilpin County

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

**MOTION TO APPROVE** Council Bill 22, An Ordinance Calling for a November 2, 2021, Special Election to be conducted as a Coordinated Mail Ballot Election Pursuant to the Colorado Municipal Election Code, Submitting Ballot Questions and Setting the Ballot Titles Thereof

### **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City of Black Hawk desires to conduct a special election on November 2, 2021 as a coordinated mail ballot election with Gilpin County. The following ballot questions shall be submitted to the registered electors of the City of Black Hawk at the November 2, 2021 special election:

#### **Ballot Question No. 1: Device Tax on Live Stadium Games**

SHALL THE CITY OF BLACK HAWK TAXES BE INCREASED BY AN ESTIMATED FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$420,000.00) DOLLARS IN 2022 AND BY WHATEVER ADDITIONAL AMOUNTS ARE COLLECTED ANNUALLY IN SUBSEQUENT YEARS BY THE CREATION OF NEW CATEGORIES OF OCCUPATIONAL TAX TO BE CALCULATED AS FOLLOWS: (A) FOUR (4) TIMES THE OCCUPATIONAL TAX OTHERWISE LEVIED BY THE CITY UPON ANY TABLE GAMES APPROVED BY THE CITY AND THE COLORADO LIMITED GAMING CONTROL COMMISSION CONDUCTED BY LIVE DEALERS IN THE SAME MANNER AS CURRENTLY LEVIED BY THE CITY UPON BLACK JACK, CRAPS, AND ROULETTE; AND (B) AN OCCUPATIONAL TAX LEVIED SEPARATELY UPON EACH GAMING POSITION AT ELECTRONIC BETTING TERMINALS ASSOCIATED WITH STADIUM GAMES OR OTHER MULTI-POSITION GAMES SUCH AS, WITHOUT LIMITATION, POKER, BLACK JACK, CRAPS, ROULETTE, AND KENO, THE PROCEEDS OF SUCH OCCUPATIONAL TAXES TO BE USED FOR GENERAL GOVERNMENTAL PURPOSES, AND SHALL THE CITY BE AUTHORIZED TO COLLECT AND SPEND THE FULL PROCEEDS OF SUCH TAX WITHOUT LIMITATION AND WITHOUT LIMITING THE EXPENDITURE OF OTHER REVENUES OR FUNDS UNDER ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION?

Yes \_\_\_\_\_

No \_\_\_\_\_

#### **Ballot Question No. 2: Device Tax On Sports Event Betting on Self-Service Betting Devices**

SHALL THE CITY OF BLACK HAWK TAXES BE INCREASED BY AN ESTIMATED SIX HUNDRED THIRTY THOUSAND DOLLARS (\$630,000.00) DOLLARS IN 2022 AND BY WHATEVER ADDITIONAL AMOUNTS ARE COLLECTED ANNUALLY IN SUBSEQUENT YEARS BY THE CREATION OF A NEW CATEGORY OF OCCUPATIONAL TAX TO BE CALCULATED AT FOUR (4) TIMES THE OCCUPATIONAL TAX LEVIED UPON A SINGLE GAMING DEVICE, TO BE LEVIED UPON SELF-SERVICE BETTING DEVICES FOR SPORTS EVENT BETTING LOCATED WITHIN LICENSED PREMISES IN BLACK HAWK, THE PROCEEDS TO BE USED FOR GENERAL GOVERNMENTAL PURPOSES, AND SHALL THE CITY BE AUTHORIZED TO COLLECT AND SPEND THE FULL PROCEEDS OF SUCH TAX WITHOUT LIMITATION AND WITHOUT LIMITING THE EXPENDITURE OF OTHER REVENUES OR FUNDS UNDER ARTICLE X, SECTION 20, OF THE COLORADO CONSTITUTION?

Yes \_\_\_\_\_

No \_\_\_\_\_

**AGENDA DATE:** August 11, 2021

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:** [ X ]Yes [ ]No

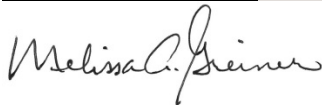
**STAFF PERSON RESPONSIBLE:** Melissa Greiner, City Clerk/Administrative Services Director

**DOCUMENTS ATTACHED:** Ordinance 2021-22

**RECORD:** [ ]Yes [ X ]No


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

**SUBMITTED BY:**



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

**REVIEWED BY:**



\_\_\_\_\_  
Stephen N. Cole  
City Manager

**COUNCIL BILL 23  
ORDINANCE 2021-23  
AN ORDINANCE  
AMENDING SECTION 8-91  
OF THE BLACK HAWK  
MUNICIPAL CODE  
REGARDING THE  
DEFINITION OF  
RECREATIONAL  
VEHICLE AND  
EQUIPMENT  
RESIDENTIAL PERMITS**

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

**COUNCIL BILL NUMBER: CB23**

**ORDINANCE NUMBER: 2021-23**

**TITLE: AN ORDINANCE AMENDING SECTION 8-91 OF THE BLACK HAWK MUNICIPAL CODE REGARDING THE DEFINITION OF RECREATIONAL VEHICLE AND EQUIPMENT RESIDENTIAL PERMITS**

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

Section 1. The definition of *Recreational Vehicle and Equipment Residential Permits* within Section 8-91 of the Black Hawk Municipal Code is amended to read as follows:

**Sec. 8-91. Definitions.**

\* \* \*

*Recreational Vehicle and equipment residential permit.* Recreational vehicles and recreational equipment may be allowed in residential districts of the City for a duration of up to seventy-two (72) hours, subject to a permit issued by the Community Development Director or the Community Development Director's designee according to the rules and regulations established by the Community Development Director. Provided however, no such permit may be issued for the same residential property unless a minimum of forty-eight (48) hours has elapsed since the expiration of the previously issued permit.

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

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

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



READ, PASSED AND ORDERED POSTED this 11<sup>th</sup> day of August, 2021.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, CMC, City Clerk

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

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**SUBJECT:** Amendment of Section 8-91 of the Black Hawk Municipal Code regarding Recreational Vehicle Permits

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

**MOTION TO APPROVE** Council Bill 23, An Ordinance Amending Section 8-91 of the Black Hawk Municipal Code Regarding the Definition of Recreational Vehicle and Equipment Residential Permits

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The proposed amendment to the Section 8-91 of the Black Hawk Municipal Code requires that a minimum of 48 hours has elapsed after the one permit expires before a new permit may be issued:

*Recreational Vehicle and equipment residential permit.* Recreational vehicles and recreational equipment may be allowed in residential districts of the City for a duration of up to seventy-two (72) hours, subject to a permit issued by the Community Development Director or the Community Development Director's designee according to the rules and regulations established by the Community Development Director. Provided however, no such permit may be issued for the same residential property unless a minimum of forty-eight (48) hours has elapsed since the expiration of the previously issued permit.

**AGENDA DATE:** August 11, 2021

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** Administrative Services Election Line Item

**DEPARTMENT DIRECTOR APPROVAL:** ☒ Yes ☐ No

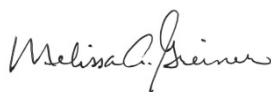
**STAFF PERSON RESPONSIBLE:** Melissa A. Greiner  
City Clerk/Administrative Services Director

**DOCUMENTS ATTACHED:** IGA

**RECORD:** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☒ Yes ☐ N/A

**SUBMITTED BY:**



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



Stephen N. Cole  
City Manager

**RESOLUTION 54-2021**  
**A RESOLUTION**  
**APPOINTING ROBERT**  
**MACK TO BE A CITY OF**  
**BLACK HAWK**  
**ASSOCIATE MUNICIPAL**  
**COURT JUDGE**

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

**Resolution No. 54-2021**

**TITLE:       A RESOLUTION APPOINTING ROBERT MACK TO BE A CITY OF  
              BLACK HAWK ASSOCIATE MUNICIPAL COURT JUDGE**

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

**Section 1.** Pursuant to Section 2-126(b), and at the request of Municipal Court Judge  
Ronald W. Carlson, the City Council hereby appoints Robert Mack as an Associate Municipal  
Court Judge to act in the absence of Judge Carlson and Associate Judge Thad Renaud. The term  
of the Associate Municipal Judge shall expire on May 1, 2022.

RESOLVED AND PASSED this 11<sup>th</sup> day of August, 2021.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Authorization to appoint Robert Mack, Attorney Registration Number 17529, as a second (Alternative/Backup) Judge for the Black Hawk Municipal Court at the request of Municipal Court Judge Ron Carlson.

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

**MOTION TO APPROVE** *Resolution 54, A Resolution Appointing Robert Mack to be a City of Black Hawk Associate Municipal Court Judge.*

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Judge Ron Carlson is the City Council's appointee for judge presiding over Black Hawk's Municipal Court. A backup judge is needed during times Judge Carlson is unavailable. As a result, the City Council has previously approved Thad Renaud as his backup. Judge Carlson requests the City add another backup judge to ensure adequate coverage when both Judge Carlson and Associate Judge Renaud are unavailable. Judge Carlson is recommending Robert Mack, Attorney Registration Number 17529, as a second associate judge.

**AGENDA DATE:** August 11, 2021

**DEPARTMENT DIRECTOR APPROVAL:** [ X ]Yes [ ]No

**STAFF PERSON RESPONSIBLE:** Stephen Cole, City Manager

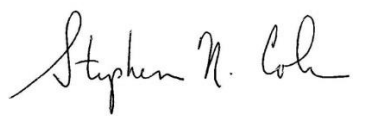
**DOCUMENTS ATTACHED:** Attached letter from Judge Carlson

**RECORD:** [ ]Yes [ X ]No

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

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

**SUBMITTED BY:**



Stephen N. Cole, City Manager

Ronald W. Carlson  
Courtney R. Edwards  
Steven C. O'Connor  
Sara A. Russell



CARLSON EDWARDS O'CONNOR  
ATTORNEYS AT LAW

Tara Johnson  
Javier Pineda  
Christine Boettcher

August 3, 2021

Stephen Cole, Manager  
City of Black Hawk  
P.O. Box 68  
201 Selak St.  
Black Hawk, CO 80422

RE: Associate [Alternate/Backup] Municipal Court Judge

Dear Steve,

Following up on our recent conversation. It has come to my attention that we need a second Associate Judge [Alternate/Backup Judge] for Municipal Court in addition to Thad Renaud. This would be at no cost to the City as the Associate Judge only gets paid when I am absent. Both Thad and I have undertaken additional entrepreneurial duties which cause us to travel frequently. Thad and I have discussed this. Given the current conditions of frequent flight cancellations we think Council approval of an additional qualified Associate Judge prudent.

It has been my pleasure to recently become acquainted with Robert Mack, Attorney Registration Number 17529, during recent interviews for Municipal Court Judge in Woodland Park. Numerous members of the interview panel found him highly qualified, decades of experience and of excellent judicial temperament. He is well experienced in Municipal and Criminal law.

Therefore I am requesting you bring forward to Mayor Spellman and Council a request to approve Robert Mack as an additional Associate Municipal Court Judge.

Regards,

Ron Carlson

**RESOLUTION 55-2021**  
**A RESOLUTION**  
**APPROVING THE**  
**ACQUISITION OF**  
**BENCHES, TRASH CANS,**  
**AND A PICNIC TABLE FOR**  
**THE HARD DISTRICT TO**  
**INCLUDE THE GREGORY**  
**PLAZA FOR AN AMOUNT**  
**NOT TO EXCEED**  
**\$60,617.25**

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

**Resolution No. 55-2021**

**TITLE:       A RESOLUTION APPROVING THE ACQUISITION OF BENCHES,  
TRASH CANS, AND A PICNIC TABLE FOR THE HARD DISTRICT TO  
INCLUDE THE GREGORY PLAZA FOR AN AMOUNT NOT TO EXCEED  
\$60,617.25**

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 acquisition of benches, trash cans,  
and a picnic table for the HARD district to include the Gregory Plaza for an amount not to exceed  
\$60,617.25.

RESOLVED AND PASSED this 11<sup>th</sup> day of August, 2021.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk



# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Authorization to purchase benches, trash cans, and a picnic table for the Hard District to include the Gregory Plaza for an amount not to exceed \$60,617.25.

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

**MOTION TO APPROVE** *Resolution 55-2021, A Resolution approving the acquisition of benches, trash cans, and a picnic table for the Hard District to include the Gregory Plaza for an amount not to exceed \$60,617.25.*

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The new Gregory Street Plaza, which is substantially complete, requires additional amenities, including benches, trash cans, and a picnic table. After reviewing multiple options, staff recommends purchasing custom-designed benches that include the City of Black Hawk “hawk” design and the words “Black Hawk” cut into the backrest of each bench, giving the benches a unique appearance consistent with the design of the Plaza. Staff also recommends replacing the existing benches throughout the Hard District, extending from Stroehle Square to Gregory Point. In addition, trash cans will be replaced as needed throughout the area to establish a uniform appearance in the Hard District. A single picnic table will be purchased for the Plaza. The quote for the purchase and photos are attached.

**AGENDA DATE:** August 11, 2021

**DEPARTMENT DIRECTOR APPROVAL:** [ X ]Yes [ ]No

**STAFF PERSON RESPONSIBLE:** Stephen Cole, City Manager

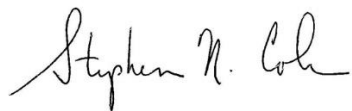
**DOCUMENTS ATTACHED:** Quote and Photographs

**RECORD:** [ ]Yes [ X ]No

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

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

**SUBMITTED BY:**



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Stephen N. Cole, City Manager



# Quote

Account Number - 255225

Treetop Products Inc.  
222 State Street  
Batavia IL 60510  
(866) 511-5642  
keyaccounts@treetopproducts.com

Estimate # QUOTRE12751

8/3/2021

**Customer**  
Black Hawk City Offices  
PO Box 68  
Black Hawk CO 80422-0068

**Ship To**  
Erin Scully  
Black Hawk City Offices  
987 Miners Rd  
Black Hawk CO 80422

Item	Qty	Rate	Amount	Estimated Lead Time
<b>2ZZ2001-BK</b> Plastic Coated Personalized Benches/ 6' Bench/ Black Text for 6' Bench: BLACK HAWK	35	\$1,342.74	\$46,995.90	Ships in 10 - 12 Weeks
<b>1WG5683-BK</b> 46" SuperSaver™ Table/ Round/ Portable/ Black	1	\$928.85	\$928.85	Ships in 3 - 4 Weeks
<b>4ZT4282-BK</b> Northgate Receptacle/ 32 Gal Rain Bonnet Lid Receptacle Black Onyx	10	\$848.85	\$8,488.50	Ships in 3 - 4 Weeks
<b>Subtotal</b>				\$56,413.25
<b>Tax Total (%)</b>				\$0.00
<b>Shipping</b>				\$4,204.00
<b>Total</b>				\$60,617.25

\*Estimated lead time is based on normal fulfillment time of an order at this moment. Orders with large quantities may require additional time. These estimates are subject to change based on the nationwide 2021 supply chain issue.

**PRICING FOR THIS QUOTE IS LOCKED IN FOR 30 DAYS**





**Rain Bonnet for trash cans**

